CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 1, 2026, 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. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

A. Present the City of Friendswood Five-Star Spirit Award for the Second Quarter of 2026 to Megan Childers, Office Manager for the Parks and Recreation Department.

7. COMMITTEES REPORTS

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

8. WORK SESSION TOPICS

A. Receive a presentation and discuss the City of Friendswood Master Drainage Plan.

B. Receive a presentation and discuss the 2026 Bond Election Ad Hoc Committee final report.

C. Receive and discuss an update regarding Emergency Preparedness.

9. FRIENDSWOOD ACTIVE TRANSPORTATION PLAN

A. Receive a presentation and discuss the Friendswood Active Transportation Plan.

B. Consider a resolution adopting the Houston-Galveston Area Council's Friendswood Active Transportation Plan.

10. ZONE CHANGE REQUEST FOR 2350 S FRIENDSWOOD DR. FROM SFR TO CSC

A. Conduct a public hearing concerning a request for a zone classification change for the property located at 2350 S Friendswood Drive, also known as a 2.4367 acre tract of land, more or less, out of Lot “B,” Slone Subdivision, out of the B.W. Camp Rice Farms, in the John Dickinson League, Friendswood, Galveston County, Texas to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

B. Consider an ordinance authorizing a zone classification change for the property located at 2350 S Friendswood Drive, also known as a 2.4367 acre tract of land, more or less, out of Lot “B,” Slone Subdivision, out of the B.W. Camp Rice Farms, in the John Dickinson League, Friendswood, Galveston County, Texas, to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

11. CITY MANAGER'S REPORT

A. Recognize the Waste Connections of Texas 2026 Scholarship Recipients.

B. Recognize Detective Sills for being named Officer of the Year by the 50 Club of Galveston County.

C. Recognize Keep Friendswood Beautiful for receiving the 2026 Keep Texas Beautiful Governor's Community Achievement Award in the amount of $250,000.

D. Recognize the Friendswood Office of Emergency Management for receiving their National Weather Service (NWS) StormReady designation for the 23rd consecutive year.

E. Recognize the Friendswood Police Department for being awarded a Firehouse Subs Public Safety Grant.

F. Present an update regarding the City's Fourth of July Celebration.

G. Recognize Brian Leija, Court Juvenile Case Manager for being awarded the 2026 Texas Court Clerks Association (TCCA) Annual Scholarship.

H. Recognize Brian Leija, Court Juvenile Case Manager, for receiving Honorable Mention by the Texas Department of Transportation and the Impaired Driving Task Force for the 2026 Impaired Driving Safety Award.

12. BUSINESS ITEMS

A. Consider authorizing the City Manager to negotiate and execute a Tender Agreement with Travelers Casualty and Surety Company of America and Harper Brothers Construction, LLC, for the Utility Relocates at Clear Creek Utility Bridge Project.

B. Consider the election of the Mayor Pro Tem.

13. PROPOSED ORDINANCES & RESOLUTIONS

A. Consider an ordinance amending the City’s General Budget for Fiscal Year 2025-2026 by approving “Budget Amendment VIII” and providing for supplemental appropriation and/or transfer of certain funds.

14. 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 Councilmember 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 adopting the 2025 Harris County Multi-Jurisdictional Hazard Mitigation Plan.

B. Consider a resolution authorizing a Master Interlocal Agreement with 791 Purchasing Cooperative LLC, for cooperative purchasing of goods and services.

C. Consider authorizing an agreement with Water Company of America for a review of untilled or misbilled utility services through the 791 Purchasing Cooperative (Contract #791202409008).

D. Consider authorizing a Cooperative Purchasing Agreement with the City of Euless.

E. Consider authorizing the Agreement for Specialized Professional Ambulance Billing Services with Emergicon, LLC, through a Cooperative Purchasing agreement with the City of Euless.

F. Consider authorizing a Memorandum of Understanding with the Galveston County Health District in the event of a Strategic National Stockpile deployment.

G. Consider authorizing a Policy Accreditation Services Agreement with John J. Silva for consulting services related to the Friendswood Police Department's recognition as a Texas Best Practice Law Enforcement Agency.

H. Consider authorizing the First Amendment to the Professional Services Agreement for the City of Friendswood Comprehensive Master Drainage Plan Project with Halff Associates, Inc.

I. Consider authorizing the purchase of two generators from Waukesha-Pearce Industries through BuyBoard Contract No. 757-24.

J. Consider awarding the Playground Resurfacing Project at Stevenson Park to fun abounds, inc., through BuyBoard Contract No. 781-25.

K. Consider authorizing a Master Services Agreement with Aoka LLC, for plan review and inspection services through the BuyBoard, Contract No. 782-25.

L. Consider authorizing the final acceptance of the 2020 Lift Station Mitigation Package 3/Harvey Lift Station Repairs and Mitigation Project.

M. Consider authorizing the final acceptance of the Super Rancho Waterline Improvements Project.

N. Consider authorizing the final acceptance of the Blackhawk Boulevard Phase II-B Emergency Work Project.

O. Consider authorizing the final acceptance of the 400 Fence Post Road Infrastructure Improvements Project.

P. Consider appointing (i) Margaret Pickell, (ii) Dr. Donald Stran, (iii) the City's Animal Control Supervisor, and (iv) Municipal Official to the Animal Shelter Advisory Committee for a three-year term beginning on July 1, 2026, and ending on June 30, 2029.

Q. Consider appointing (i) Willie Anderson, (ii) Stacey Phillips, and (iii) Tram Kim to the Planning and Zoning Commission for a two-year term beginning July 1, 2026, and expiring on June 30, 2028.

R. Consider appointing (i) Glen Grayban, (ii) Jason Byers, and (iii) Michael Fernandez as regular members, and (iv) Taylor Ross as an alternate member to the Zoning Board of Adjustment for a two-year term beginning July 1, 2026, and expiring June 30, 2028.

S. Consider appointing Shawna Lewis to the Library Advisory Board to complete an unexpired term effective immediately and ending on June 30, 2027.

T. Consider appointing (i) Rebecca Hillenburg, (ii) Chris Richardson, (iii) Scott MacKenzie, and (iv) Brett Banfield to the Friendswood Downtown Economic Development Corporation for a two-year term beginning July 1, 2026, and ending on June 30, 2028.

U. Consider appointing Carrie Considine to the Fourth of July Steering Committee for a three-year term effective immediately, and ending on October 31, 2029.

V. Consider appointing the members of the City Council as members of the Board of Directors of Reinvestment Zone Number Two, City of Friendswood.

W. Consider the appointment of Joe Matranga to the Comprehensive Plan Advisory Committee.

X. Consider approving the ad valorem tax report for April 2026.

Y. Consider approving the minutes of the City Council Regular Meeting held on May 4, 2026.

Z. Consider approving the minutes of the City Council Special Meeting held on May 12, 2026.

15. ADJOURNMENT

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

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

City of Friendswood
FYE 2026 Taxpayer Impact Statement
(Based upon Balanced Budgets)

Description	Property Tax Bill for FYE 2025	Estimated Property Tax Bill for FYE 2026 at the No New Revenue Rate	Estimated Property Tax Bill for FYE 2026 at the Proposed Tax Rate
Total Tax Rate (per $100 of value)	$ 0.514172	$0.50117	$ 0.514172
Value of Median-Valued Homestead Property in City (with 20% Homestead Exemption)	$369,935	$384,073	$384,073
Tax on Median-Valued Homestead	**$ 1,902.10**	**$1,924.86**	**$1,974.80**

Raquel Martinez

Posted by: Raquel Martinez, TRMC, City Secretary
Posted in compliance with the Open Meetings Act on this 26th day of May 2026, at 5:30 p.m.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/02/2026

Prepared by: Raquel Martinez, City Secretary

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

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report.

ATTACHMENTS

1. Annual Library Board Report 2026

CITY OF FRIENDSWOOD

Library Board Annual Report

June 1, 2026 Council Meeting

Friendswood Library Statistics

2024-2025 Fiscal Year Statistics:

- 181,998 people visited the library (5% increase)
- 36,875 active registered library cardholders
- Circulated 368,745 items (11% annual increase)
- 94,226 digital items used (Overdrive/Kanopy)
- 27,102 patron holds were placed on materials
- 34,332 reference desk interactions (up 15%)
- 32,750 people attended programs (9% more)
- 9,877 people served through outreach (up 13%)
- 143,607 Wi-Fi and computer users combined



Library Board and Friends of the Library Highlights

- The Library Advisory Board meets regularly at the Friendswood Library on the 3rd Tuesday of every other month.
- The Friends meet bi-monthly on the first Tuesday of the month, with the next meeting on June 2nd.
- The Lending Library (AutoLend Library Vending Kiosk) was purchased by the Friends and installed at City Hall to provide 24/7 access for cardholders to browse, retrieve, & return items.
- The Friends have provided nine scholarships for the Library's Adult High School Completion Program in addition to eight college scholarships.
- The Friends will host the "Bet on the Library" Gala, a casino night planned for Saturday, September 26, 2026. Monies raised help support library outreach, services, and programs.
  Tickets on sale at LibraryGala.com



Friendswood Library Highlights

- 12th consecutive year to win the TMLDA Achievement in Library Excellence Award.
- Added two new e-resources: Weiss Financial Ratings and Blackstone Unlimited Audiobooks.
- Served as a Galveston County voting location for the May 2026 primary runoff elections.
- Provided more than 400 books to homebound patrons through book delivery outreach.
- Hosted Summer Reading Program with 1,574 reading participants and 7,665 program attendees, and partnered with Galveston County Food Bank to provide food *Kidz Pacz* during the summer.
- Doubled attendance at ZakiCon Anime and Pop Culture event with more than 3,000 attendees.
- Other notable events: Sensory Programming, Lone Star Flight Museum presentations, Health Fair, Ai Programs, Income Tax Assistance, Crafts, Storytimes, Book Clubs, and more.
- The Library offers residents and visitors access to a wide range of amenities, including print and digital collections, technology and makerspace resources, and engaging programs for all ages.







FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/06/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Receive a presentation and discuss the City of Friendswood Master Drainage Plan.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood Master Drainage Plan was developed to create a comprehensive, data-driven framework for identifying, prioritizing, and addressing flood risk and drainage challenges throughout the community. The study was initiated in response to historical flooding concerns, the availability of improved hydrologic and hydraulic data, the need to support future growth responsibly, and the City's continued focus on public safety and resiliency.

The Master Drainage Plan evaluated both riverine and urban flooding conditions citywide through updated modeling, flood risk assessments, infrastructure analysis, and public input. The study identified problem areas, developed and screened potential drainage improvement alternatives, established project prioritization criteria, and produced a roadmap for future implementation and funding strategies.

The presentation provides an overview of the study process, risk assessment methodology, recommended drainage improvement projects, prioritization framework, and implementation considerations for future City planning efforts.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Provides the City with a long-term strategic framework for reducing flood risk, improving drainage system resiliency, and prioritizing future capital investments based on measurable risk reduction and implementation feasibility. The Master Drainage Plan positions the City to pursue future grant funding opportunities, coordinate with regional partners, support responsible development and growth, and make more informed infrastructure planning decisions using updated modeling, centralized GIS data, and project recommendations.

RECOMMENDATIONS

ATTACHMENTS

1. FriendswoodMDP_City Council Meeting_Alternatives_draft
2. ProposedAlternatives_Overview

City of Friendswood MDP

City of Friendswood Council Meeting

6/1/2026

PRESENTATION AGENDA

- MDP Study Overview
- Problem Area & Project Identification
- Discussion of Metrics & Cost Estimates
- Project Prioritization
- Project Takeaways

STUDY OVERVIEW

Study Need

- Flooding issues remain
- Better data is available
- Need plan for smart growth
- Funding opportunities exist
- Safety and resilience are top City priorities

Study Goal

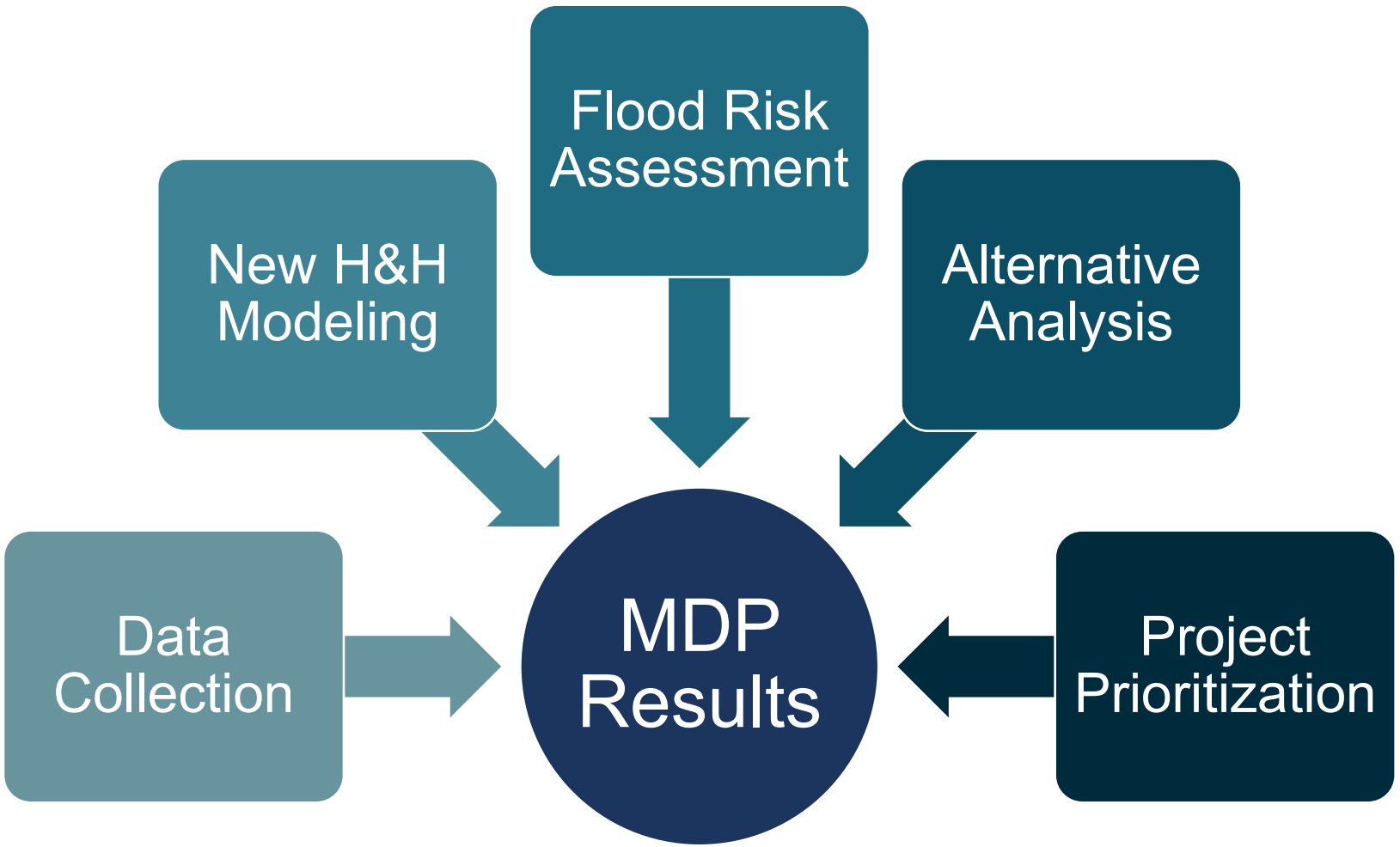
Reduce flood risk and improve resilience within the City by:

1. Assessing areas of high existing and future risk
2. Identifying drainage improvement projects
3. Outlining project funding and implementation strategies

Study Outcome

1. Project recommendations
2. Flood risk information
3. Roadmap for City planning
4. Centralized GIS database

STUDY OVERVIEW



- Community Engagement
- Flood Risk Web Map
- Drainage Criteria Update
- Study Documentation

Problem Area & Project Identification

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RISK ASSESSMENT APPROACH

- Flood focus areas are concentrated areas of high flood risk
- Start with hexagonal grid across the City
- Determine a flood damage index (FDI) to assess risk



Define grid and calculate metrics → Sum by hexagon → Assign scores → Apply weighting factors → Calculate FDI

Use GIS scripts and built in tools

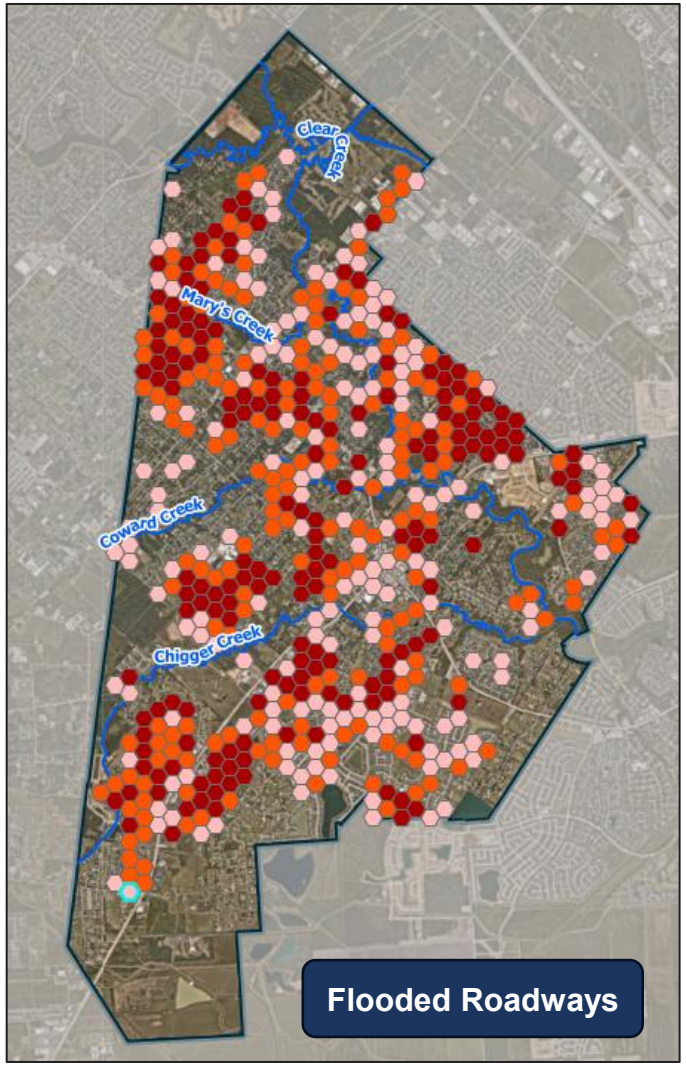
Score of 1 to 5 based on quintile data distribution

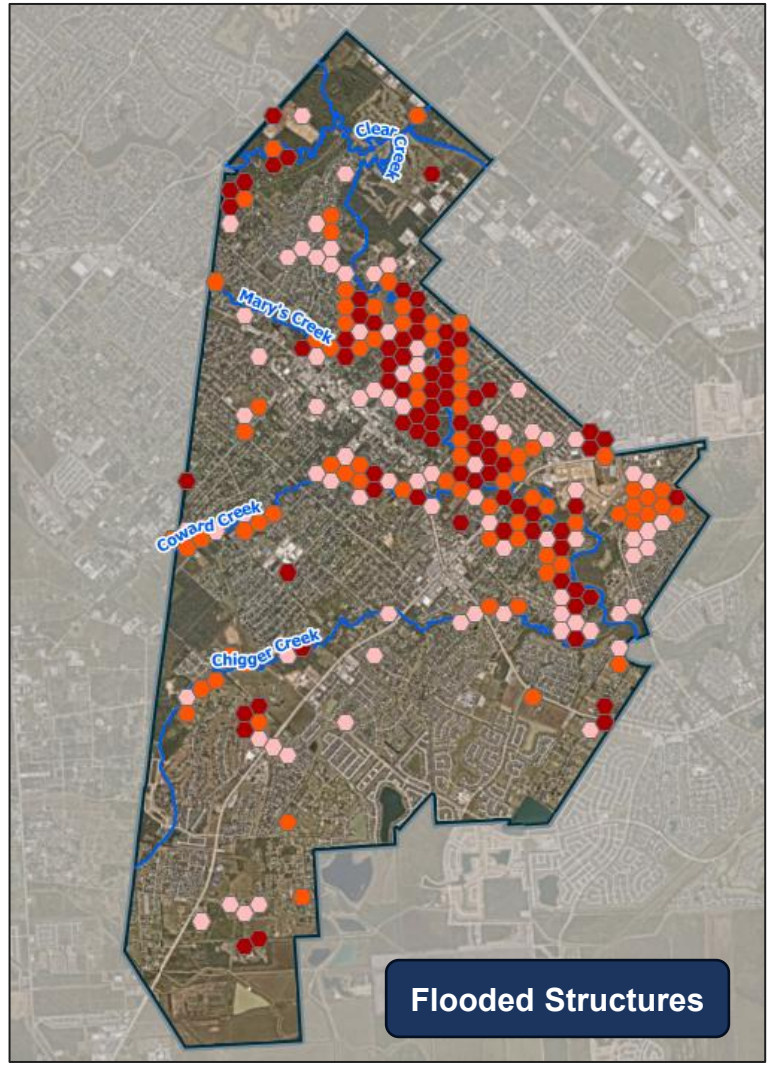
Multiply scores by weighting factors

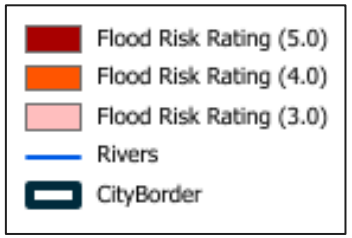
RISK ASSESSMENT RESULTS

- Risk assessment considered structural flooding, roadway flooding, and historical flooding

- Results showed flooded structures adjacent to channels but more widespread roadway flooding and historical flooding throughout the City

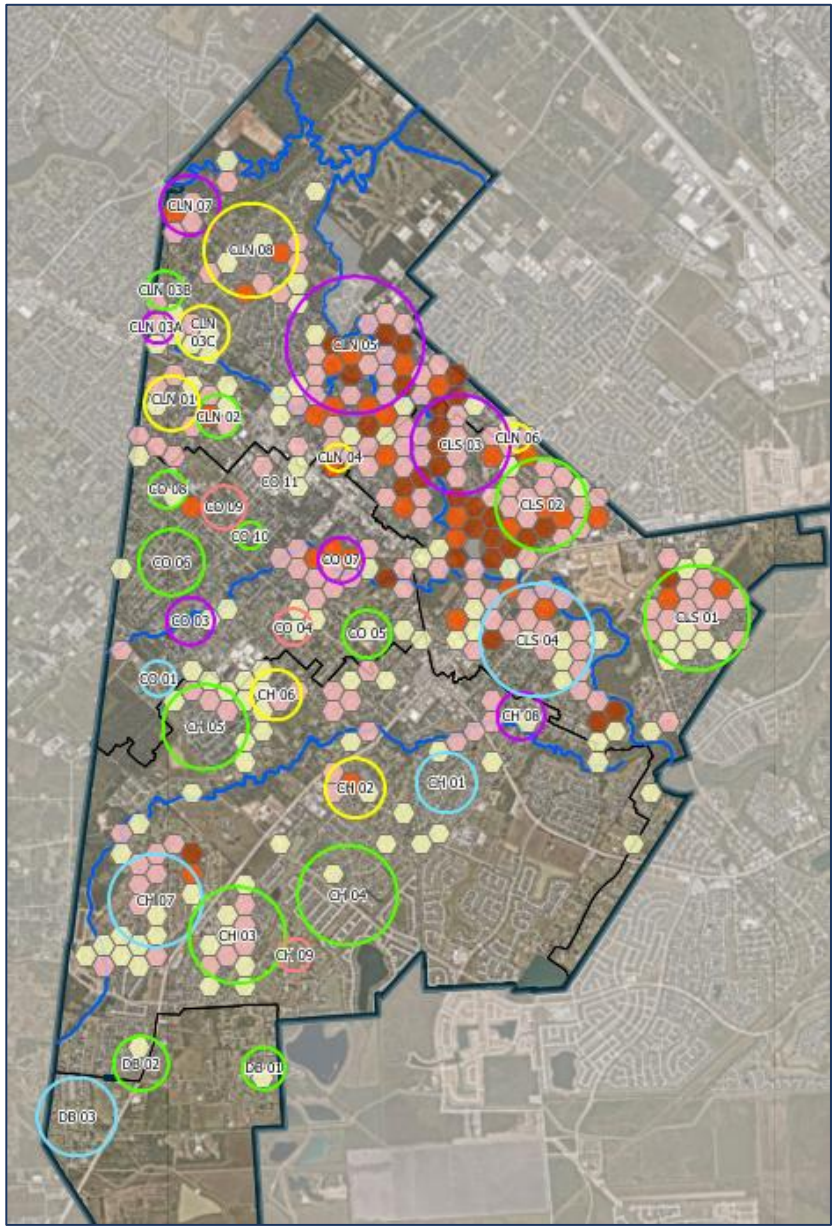






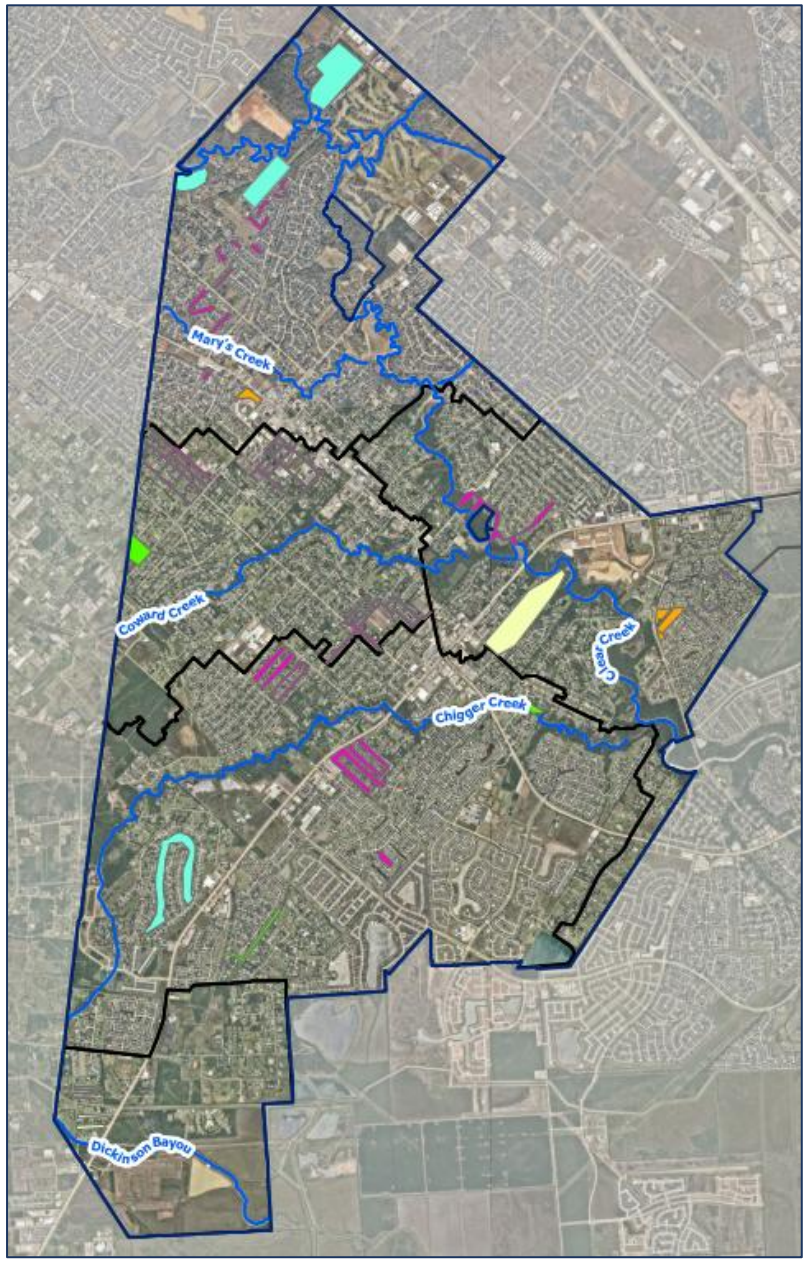
PROBLEM AREA OVERVIEW

- Risk assessment results guided location of Problems Areas
- Five main types of flood risk were identified, which knowing source of flooding helps to select the right solution
- Problem Area distribution by flooding type:
  - Riverine Flooding - 7
  - Overland Flow - 5
  - Tail Water Driven - 13
  - Undersized Roadside Ditch - 3
  - Undersized Storm Sewer - 7



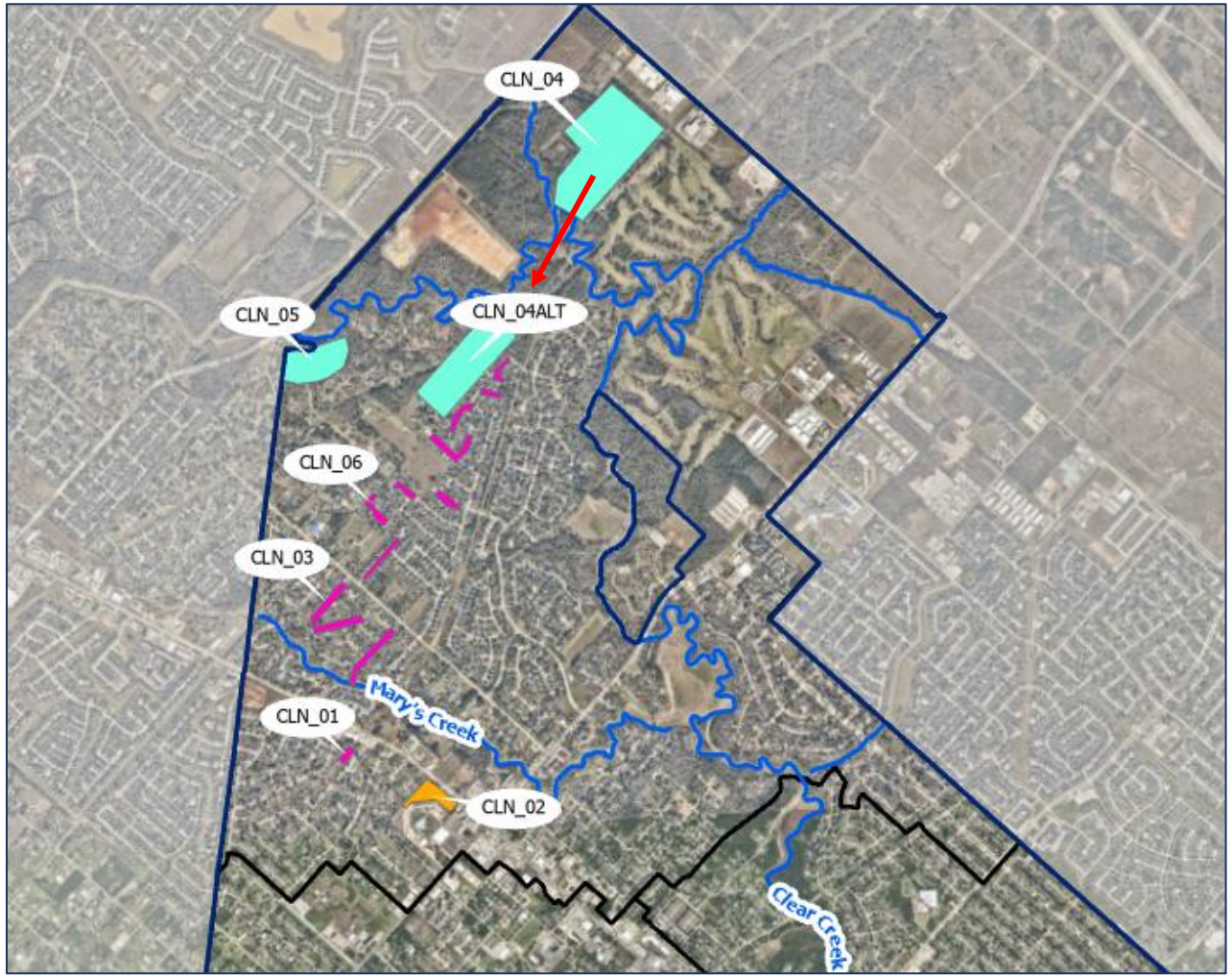
ALTERNATIVE OVERVIEW

- Alternative concepts were developed based on flooding type
- Initial screening reduced number of concepts from 53 to 20
- Alternative distribution by project type:
  - Channel Improvement - 3
  - Pond Improvement - 2
  - New Pond Construction - 3
  - Roadside Ditch Improvement - 2
  - Storm Sewer Improvement – 10
- Reviewed alternative concepts with City



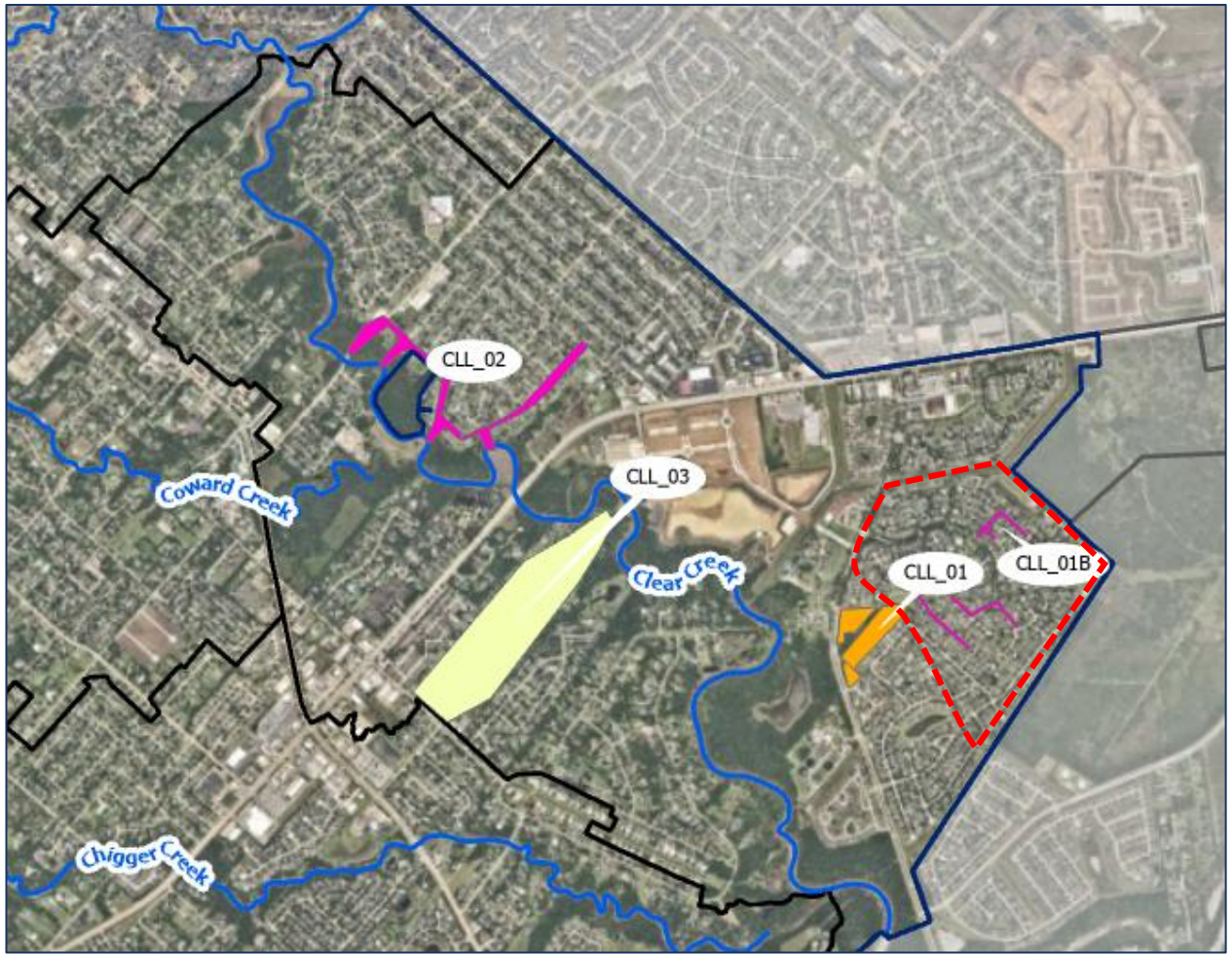
CONCEPT OVERVIEW – CLEAR CREEK UPPER

- Distribution by project type:
  - Channel Improvement - 0
  - Pond Improvement -1
  - New Pond Construction - 2
  - Roadside Ditch Improvement - 0
  - Storm Sewer Improvement - 3
- Total of 6 projects
- CLN_04ALT represents an alternate location for the Brio Site project



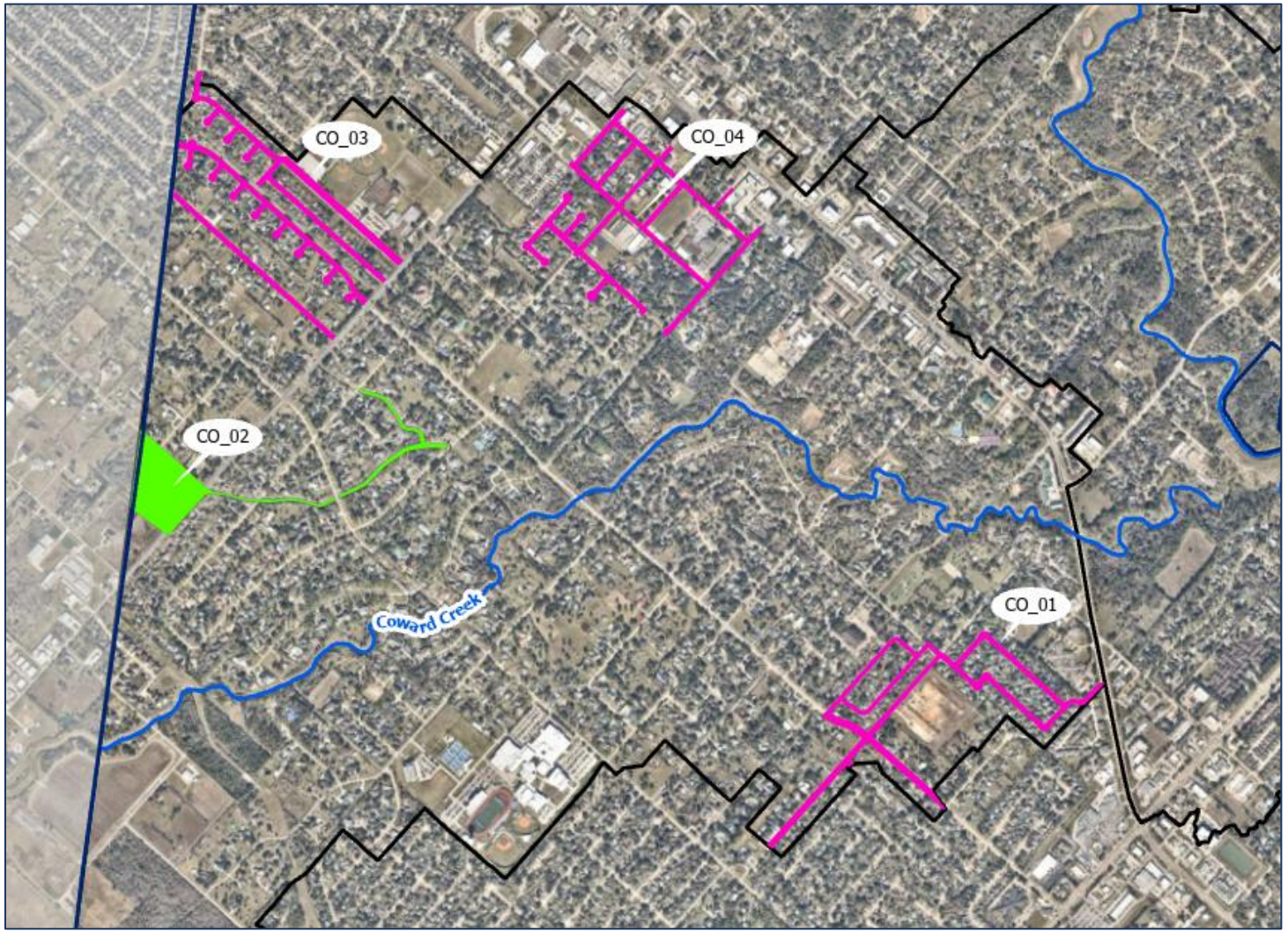
CONCEPT OVERVIEW – CLEAR CREEK LOWER

- Distribution by project type:
  - Channel Improvement - 0
  - Pond Improvement - 1
  - New Pond Construction - 0
  - Roadside Ditch Improvement - 1
  - Storm Sewer Improvement - 1
- Total of 3 projects
- Red dashed area represents a variation to CLL_01 including storm sewer improvements.



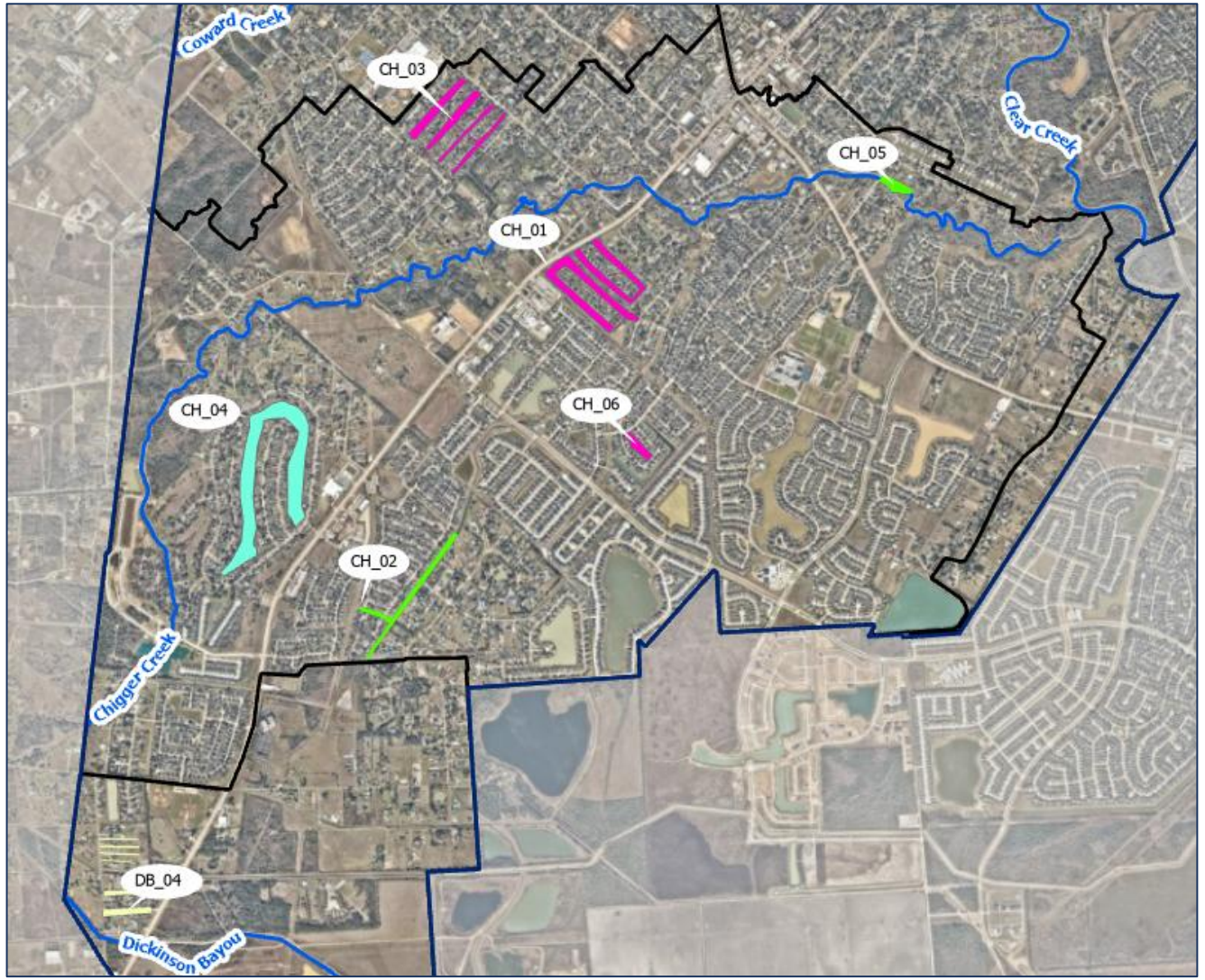
CONCEPT OVERVIEW – COWARD CREEK

- Distribution by project type:
  - Channel Improvement - 1
  - Pond Improvement - 0
  - New Pond Construction - 0
  - Roadside Ditch Improvement - 0
  - Storm Sewer Improvement - 3
- Total of 4 projects



CONCEPT OVERVIEW – CHIGGER CREEK & DICKINSON BAYOU

- Distribution by project type:
  - Channel Improvement - 2
  - Pond Improvement - 0
  - New Pond Construction - 1
  - Roadside Ditch Improvement - 1
  - Storm Sewer Improvement - 3
- Total of 7 projects



Metrics and Cost Estimates

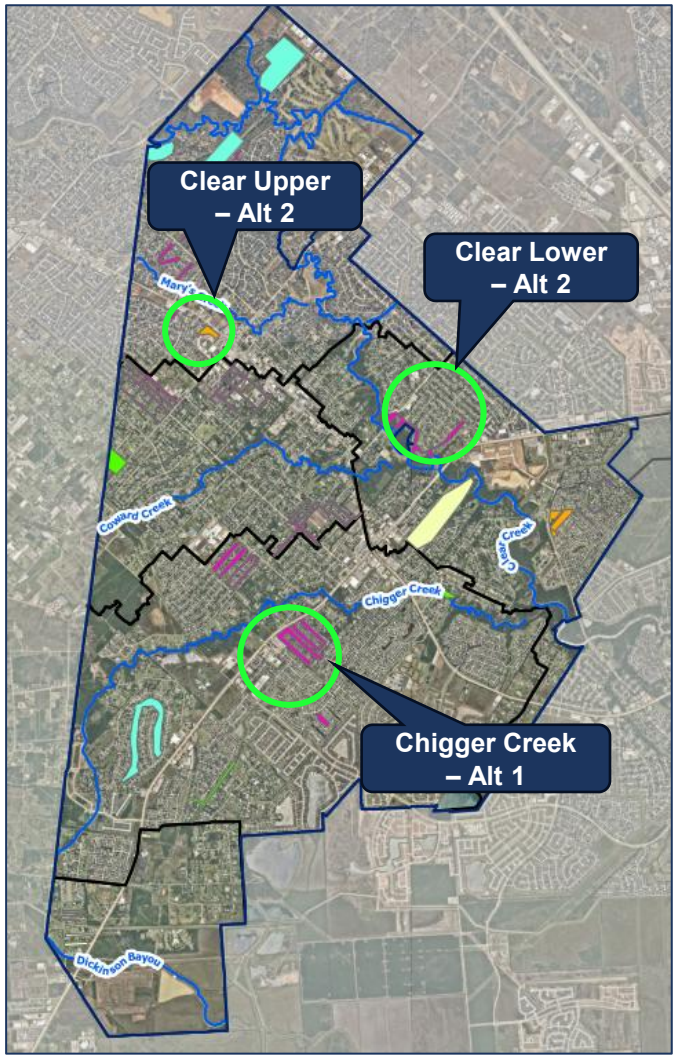
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METRICS OVERVIEW

- Three project metrics were evaluated for each alternative:
  - Flooded structures
  - Inundated roadways
  - Inundated area
- Flooded structures were determined based on comparing finished floor elevations (FFE) to water surface elevations (WSEL)
- Inundated roadways were determined using TxDOT roadway information and based on areas where flooding depth exceeding 0.25’

PROJECT METRICS – INUNDATED ROADWAY

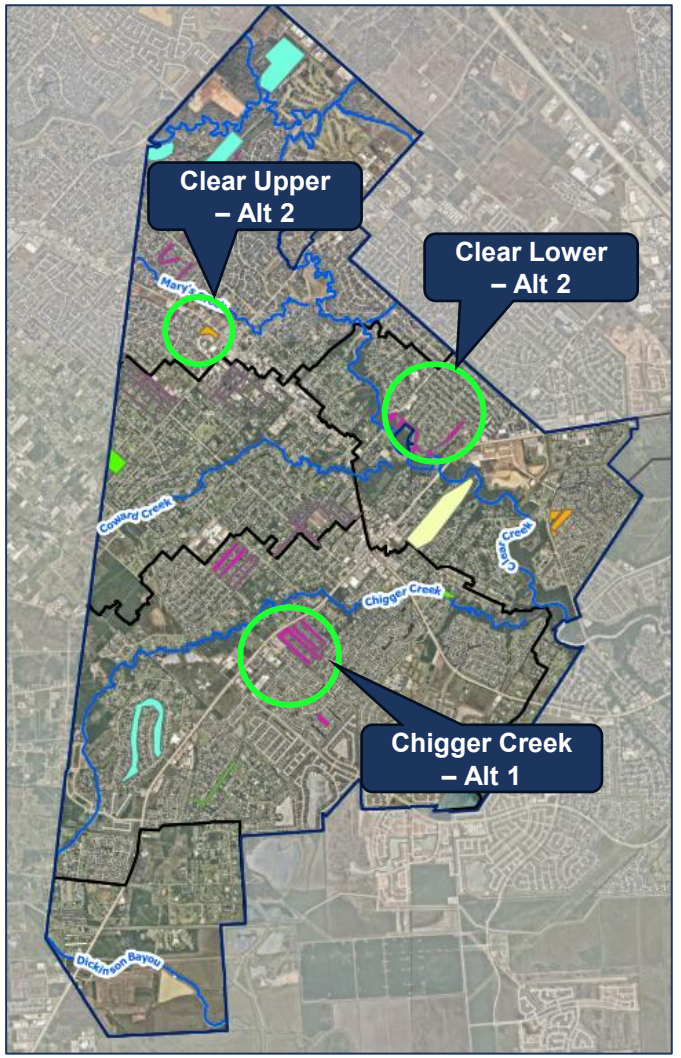
Storm Event	Inundated Roadway w/ Upper Clear Alt 2 (miles)	Inundated Roadway w/ Chigger Creek Alt 1 (miles)	Inundated Roadway w/ Lower Clear Alt 2 (miles)
2-Year	-0.30	-0.37	-3.16
5-Year	-0.27	-0.43	-3.20
10-Year	-0.27	-0.44	-2.62
25-Year	-6.13	-0.35	-1.70
50-Year	-0.02	-0.32	-1.11
100-Year	-0.05	-0.26	-0.61
500-Year	0.00	-0.05	-0.11



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PROJECT METRICS – INUNDATED AREA

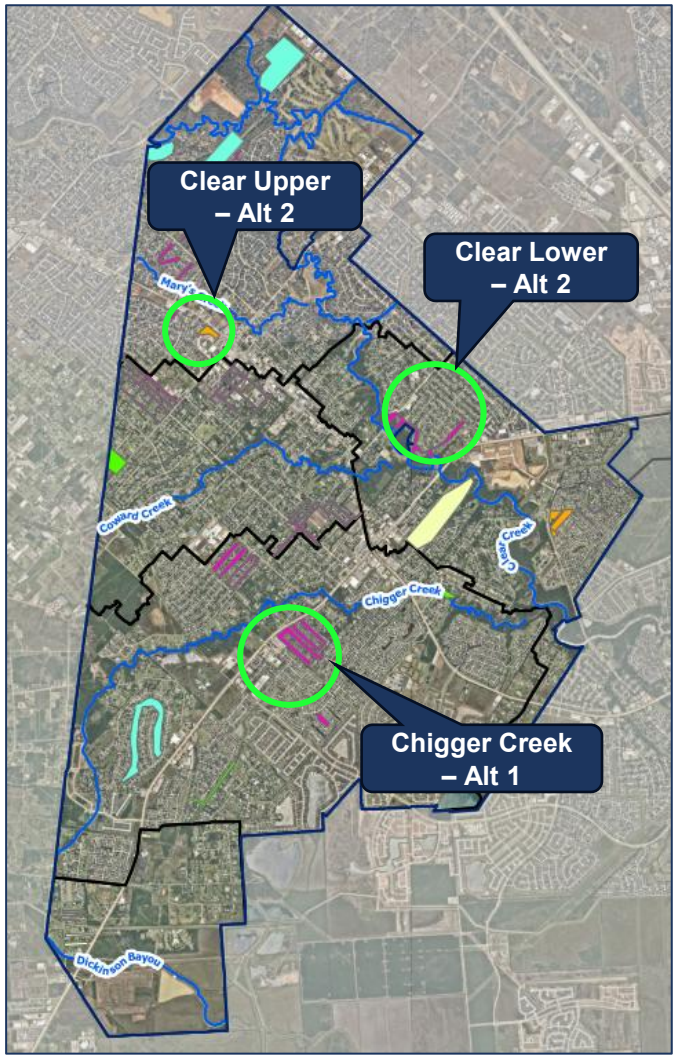
Storm Event	Inundated Area w/ Upper Clear Alt 2 (acres)	Inundated Area w/ Chigger Creek Alt 1 (acres)	Inundated Area w/ Lower Clear Alt 2 (acres)
2-Year	-0.93	-2.60	-16.34
5-Year	-2.47	-4.17	-17.55
10-Year	-3.58	-5.58	-22.37
25-Year	-3.62	-2.66	-27.06
50-Year	-2.36	-8.63	-31.98
100-Year	-2.32	-16.18	-32.12
500-Year	-1.57	-8.22	-16.43



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PROJECT METRICS – FLOODED STRUCTURES

Storm Event	Flooded Structures w/ Upper Clear Alt 2	Flooded Structures w/ Chigger Creek Alt 1	Flooded Structures w/ Lower Clear Alt 2
2-Year	0	-2	0
5-Year	0	-1	0
10-Year	0	-5	0
25-Year	0	-1	0
50-Year	-1	-1	0
100-Year	-3	-12	-1
500-Year	-4	-48	-11



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COST ESTIMATE OVERVIEW

- Unit costs were sourced from 2024-2025 TxDOT and HCFCD bid tabs
- Total costs include 30% contingency and 15% engineering/design costs
- Most drainage improvements are located within existing ROW. For some alternatives, additional ROW is needed for mitigation, and those estimated costs have been included.
- Mitigation costs were estimated based on the estimated volume needed. The mitigation strategy ideally focused on using detention basins, but due to the limited available land, underground detention was often considered.

PROJECT COST RANGES

Watershed	No. of Projects	Estimated Range of Total Cost
Clear Creek Upper	6	$4M - $47M
Clear Creek Lower	3	$0.13M - $110M
Coward Creek	2	$3M - $18M
Chigger Creek	4	$0.12 - $20M

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Project Prioritization

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PROJECT PRIORITIZATION OVERVIEW

- Approach based on HCFCD prioritization framework
- Framework includes five categories with weighting factors
  - Flooded structures reductions (30%)
  - Flooded roadway reductions (30%)
  - Project efficiency (10%)
  - Ease of implementation (Funding, Community Impact, Mitigation Needs, ROW Constraints) (20%)
  - Public input and project support (10%)

PROJECT PRIORITIZATION

- Three prioritization tiers based on total score:
  - Tier 1 (green): 3 to 3.9
  - Tier 2 (yellow): 2.6 to 2.9
  - Tier 3 (red): 1.3 to 2.6

SCORING CRITERIA:		1	2	3	4	5	
	Weight:	0.3	0.3	0.1	0.2	0.1	
Project ID:	Watershed Area:	Structural Flooding Removed (Normalized)	Flooded Roadway Miles Removed (Normalized)	Project Efficiency	Ease of Implementation	Public Input and Project Support	TOTAL SCORE
CLL_03	Lower Clear Creek	1.5	0.6	0.5	1	0.3	3.9
CLN_01	Upper Clear Creek	1.2	1.2	0.2	0.6	0.3	3.5
CLL_02	Lower Clear Creek	1.2	1.5	0.3	0.2	0.3	3.5
CLN_02	Upper Clear Creek	0.9	1.2	0.4	0.6	0.3	3.4
CO_04	Coward Creek	0.9	0.9	0.4	0.8	0.3	3.3
CO_03	Coward Creek	1.2	0.9	0.2	0.4	0.3	3
CH_04	Chigger Creek	1.2	0.3	0.4	0.8	0.3	3
CH_02	Chigger Creek	0.6	0.6	0.4	1	0.3	2.9
CLN_03	Upper Clear Creek	0.6	0.9	0.4	0.6	0.3	2.8
CLN_06	Upper Clear Creek	0.6	1.2	0.3	0.4	0.3	2.8
CLL_01	Lower Clear Creek	0.6	0.6	0.3	1	0.3	2.8
CH_01	Chigger Creek	0.9	0.9	0.1	0.6	0.3	2.8
CO_02	Coward Creek	0.9	0.6	0.3	0.6	0.3	2.7
CLN_05	Upper Clear Creek	0.9	0.3	0.1	1	0.3	2.6
CO_01	Coward Creek	0.3	1.2	0.2	0.6	0.3	2.6
CH_03	Chigger Creek	0.3	1.2	0.2	0.6	0.3	2.6
CLL_01B	Lower Clear Creek	0.6	0.9	0.3	0.4	0.3	2.5
CLN_04	Upper Clear Creek	1.2	0.6	0.1	0.2	0.3	2.4
DB_01	Dickinson Bayou	0.3	0.3	0.1	0.8	0.3	1.8
CH_06	Chigger Creek	0.3	0.3	0.1	0.6	0.3	1.6
CH_05	Chigger Creek	0.3	0.3	0.2	0.2	0.3	1.3

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PROJECT RECOMMENDATIONS

- Top 5 Scoring Projects:

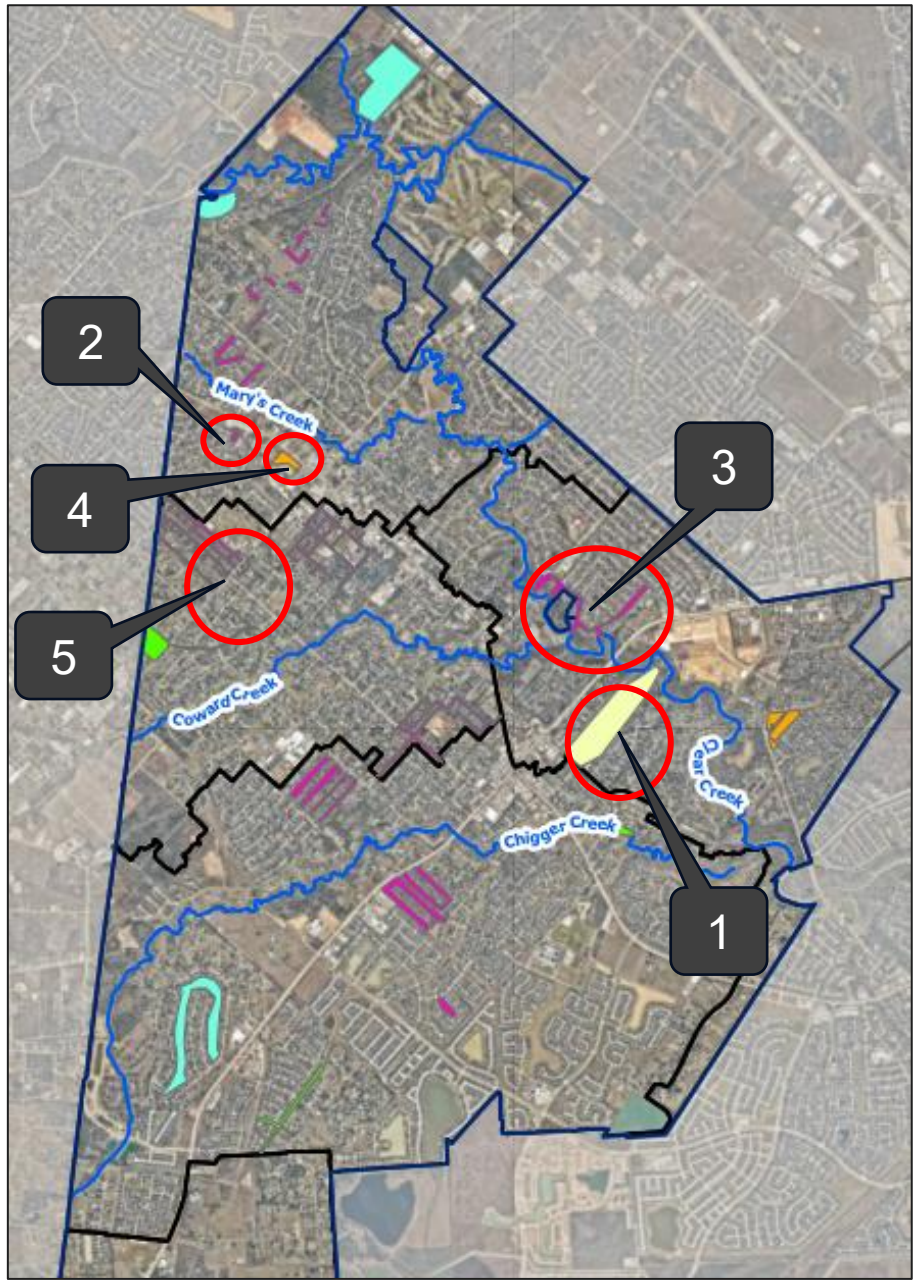
1. Clear Creek Lower (CLL 03) – RSD Improvement at North Clear Creek Drive and Leisure Lane

2. Clear Creek Upper (CLN 01) – Whitehall neighborhood storm sewer improvement

3. Clear Creek Lower (CLL 02) – Comprehensive storm sewer improvement north of FM 528

4. Clear Creek Upper (CLN 02) – Storm sewer improvement and Annalea pond expansion

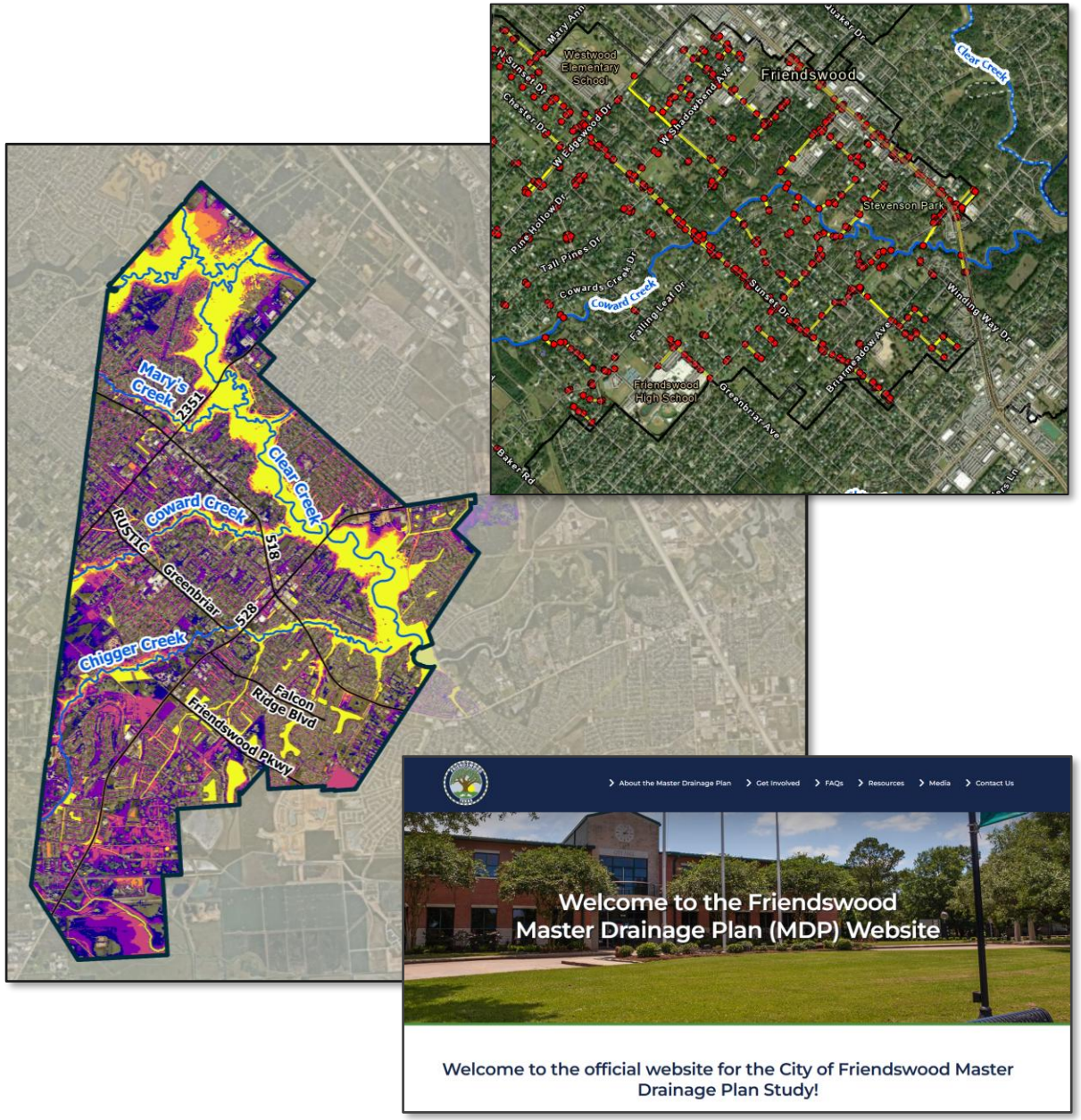
5. Coward Creek (CO 04) – Storm sewer improvement near West Edgewood Drive and Sunset Drive



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PROJECT TAKEAWAYS

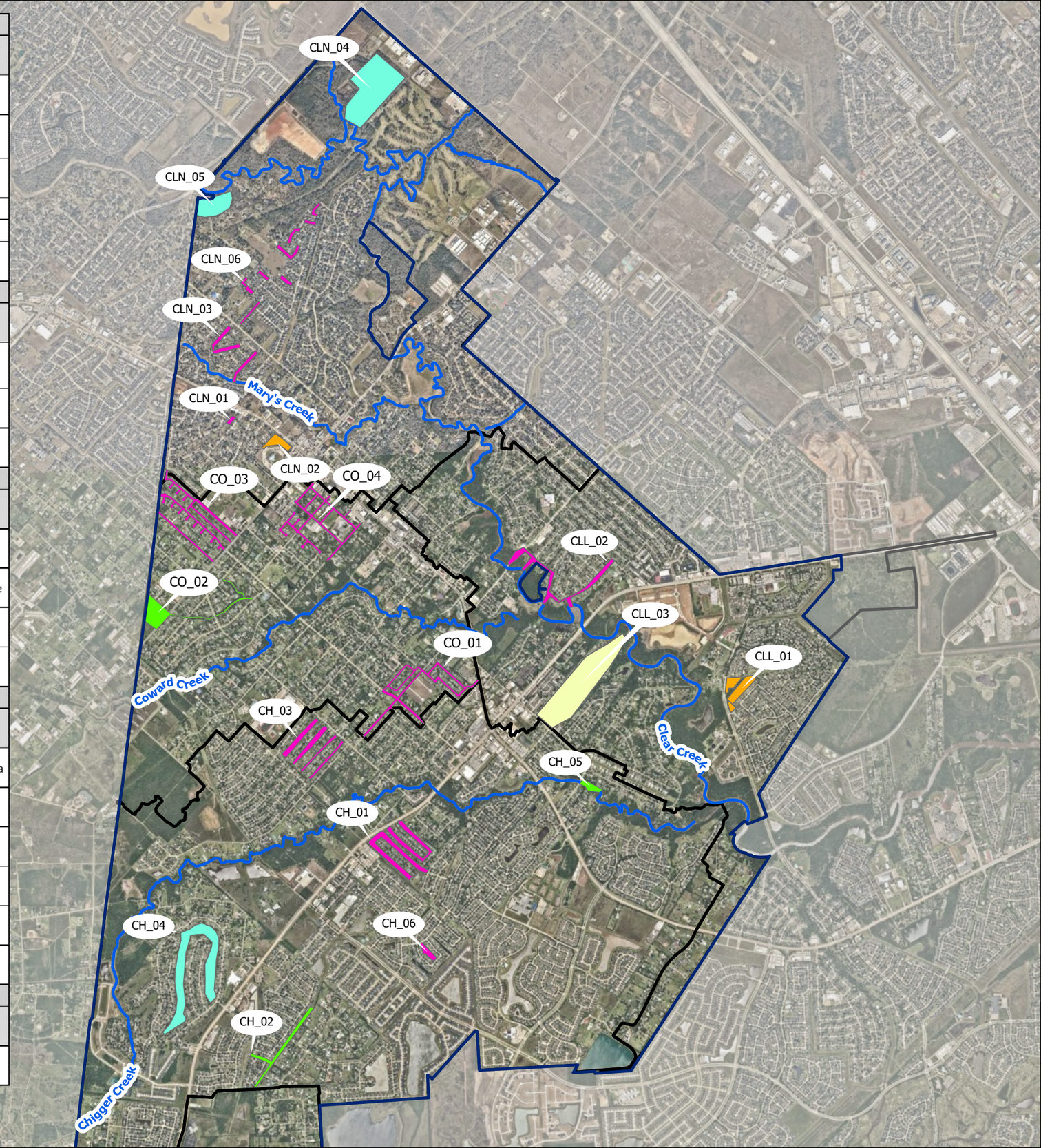
- MDP modeling incorporated newer data and allowed an evaluation of riverine and urban flood risk
- MDP generated a variety of useful data related to existing drainage infrastructure, proposed projects, and flood risk
- MDP provided a list of prioritized projects and implementation plan to guide future City planning
- MDP created new engaging ways to communicate about flood risk and ongoing drainage improvements



Questions

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CLEAR CREEK (NORTH) CONCEPTUAL ALTERNATIVES		
Project No./ Model Name	**Project Type**	**Location**
CLN_01/1	Storm Sewer Improvement	Stratmore Drive and N Friendswood Drive
CLN_02/2	Pond Improvement	FM 518 and Lottie Lane
CLN_03/3.2	Storm Sewer Improvement	Maplewood & Westwood Drive
CLN_04/5.1	New Pond Location	Dixie Farm Road & Beamer Road
CLN_05/7	New Pond Location	Dixie Farm Road & Myrtlewood Drive
CLN_06/8	Storm Sewer Improvement	Forest of Friendswood Neighborhood
CLEAR CREEK (SOUTH) CREEK CONCEPTUAL ALTERNATIVES		
Project No./ Model Name	**Project Type**	**Location**
CLL_01/A10	Pond Improvement	Autumn Creek Neighborhood
CLL_02/A11	Storm Sewer Improvement	Forest Bend/ Forest Creek Neighborhood
CLL_03/A14	Roadside Ditch Improvement	N Clear Creek Dr & Leisure Lane
COWARD CREEK CONCEPTUAL ALTERNATIVES		
Project No./ Model Name	**Project Type**	**Location**
CO_01/ A05	Storm Sewer Improvement	Briarmeadow Avenue & Sunset Drive
CO_02/ A06	Channel Improvement	Westfield Lane & West Edgewood Drive
CO_03/ A09	Storm Sewer Improvement	N Sunset Drive & Brigadoon Lane
CO_04/ A14	Storm Sewer Improvement	W Shadowbend Avenue & Woodlawn Drive area
CHIGGER CREEK CONCEPTUAL ALTERNATIVES		
Project No./ Model Name	**Project Type**	**Location**
CH_01/ CH_02	Storm Sewer Improvement	Falcon Ridge Boulevard & Brill Drive area
CH_02/ CH_03	Channel Improvement	Channel near South Mission Circle & San Joaquin Parkway
CH_03/ CH_06	Storm Sewer Improvement	Leprechaun Drive neighborhood area
CH_04/ CH_07	New Pond Location	Former golf course near East Castle Harbour Drive
CH_05/ CH_08	Channel Improvement	Downstream of Oak Drive crossing
CH_06/ CH_10	Storm Sewer Improvement	Eagle Falls Drive and Edgewater Drive
DICKINSON BAYOU CONCEPTUAL ALTERNATIVES		
Project No./ Model Name	**Project Type**	**Location**
DB_01/ DB_04	Roadside Ditch Improvement	Canal Drive & Tower Drive area





Legend

- Pond Improvement
- Storm Sewer Improvement
- Roadside Ditch Improvement
- Channel Improvement
- New Pond Location
- Channels
- Watershed Boundaries
- Polygons
- Mask_Watersheds

N

0 0.5 1 Miles

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Friendswood
Master Drainage Plan

Overivew of Conceptual Alternatives

Date: 05/13/2026

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/18/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Receive a presentation and discuss the 2026 Bond Election Ad Hoc Committee final report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Bond Chair Robin Hall will present the City Council with the 2026 Bond Election Ad Hoc Committee's final report and recommendations. In August 2025, the City Council appointed 36 residents to serve on an ad hoc committee to review potential projects for a future bond election. The Committee of 36 was separated into the following five subcommittees:

- Facilities
- Finance
- Streets
- Parks & Recreation, and
- Drainage.

The report will include the Committee's recommendations of propositions for a potential bond election on November 3, 2026. The purpose of this presentation is for the Council to receive the recommendations and give staff direction on how they would like to proceed on some or all of the items presented.

Attached please find the Bond Committee's presentation slides and the list of the proposed bond projects reviewed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report and provide feedback.

ATTACHMENTS

1. Proposed Bond Project List 2026.05.19
2. Bond Advisory Committee Presentation - 5.22.2026 FINAL

City of Friendswood
2026 Bond Project List

Project Name	Subcommittee	Summary of Needs	Estimated Costs	Requesting Department	Outcome Recommendation	Notes
Fuel Island at Blackhawk	City facilities	Current fuel island is nearing the end of its lifespan. Propose relocating to Blackhawk Facility (Harris County side of creek) and enlarging to serve emergency services during emergency events	$ 250,000	Public Works	Bond Recommendation	Other departments with vehicles and equipment could use the Facility.
Purchase of property for PW lay down yard	City facilities	Fuel island could be incorporated into lay down yard if on Harris County side	Unknown, based on property availability and extent of development to property – storage sheds, paving, fencing, etc.	Public Works	Unfunded	Other departments could use the laydown yard, such as Parks - Facilities.
PSB Parking Lot Expansion	City facilities	Expand the parking area of the PSB to accommodate parking for emergency vehicles.	$ 750,000	Police	Bond Recommendation	There is slated area for parking expansion to the side of the Fire Station. Recommendation is to keep are behind fence and gate for all Emergency Servies use for large vehicles and fuel island. Covered parking will be needed for some equipment.
Recreation Center	City facilities	Friendswood needs a recreation center that serves residents of all ages. The 2025 Park Master Plan Goal 1 is to construct a cutting-edge recreation center, based on several months of feedback and research from our residents. Our current senior center is too small and overcrowded, limiting opportunities for older adults to stay active and engaged. At the same time, our summer camp can only host 95 children per session, leaving 180 kids on a waitlist each year. A larger facility would allow more families to benefit from this popular program. In addition, Friendswood lacks indoor basketball courts, volleyball courts, and pickleball courts—amenities that are essential for youth and adult leagues, indoor play, and year-round recreation. A new recreation center would bring the community together, providing space for seniors, youth, and families while supporting the growth of programs that strengthen Friendswood's quality of life.	$ 47,000,000	Parks & Recreation	Bond Proposal Option	Programming includes space for State and County offices. If they do not participate, space needs can potentially decrease. Original programming did not include $1.5M for an auxiliary parks building for operations as shown in CIP, Pg. 200 FY 26 Proposed Budget.
Library Expansion and Renovation OR complete new build.	City facilities	The Friendswood Library is undersized relative to current and projected community needs. The facility struggles with limited space for collections, study areas, meeting rooms, and technology access. As Friendswood continues to grow, the Library requires expansion to better serve children, teens, and adults with modern learning, digital resources, and community programming. The Needs Assessment identified constraints with both capacity and functionality, recommending an expanded or renovated facility to support long-term educational and cultural needs.	$ 15,000,000	Engineering	Unfunded	Estimated cost is based on the needs assessment and escalated to reflect projected 2027 construction pricing. Rounded to $15M for planning purposes. If the Library located is moved from 416 S Friendswood to 416 Morningside Dr, the costs of the new build would be similar, but services and structure would be revamped completely.
Fuel Station For PSB	City facilities		$ 250,000	Emergency Services	Bond Recommendation	
Fire Station 4 Expansion	City facilities	Expansion of 3rd apparatus bay and additional dorm room for career/volunteer department	$ 4,000,000	Emergency Services	Bond Recommendation	
Reconstruction of City Hall Renovations	City facilities	Renovate the lobby, City Managers suite, Parks and Recreation Suite, and Community Development suite and bathrooms	$ 750,000	Parks & Recreation	Bond Recommendation	
Blackhawk Building Roof Replacement	City facilities	The existing roof at the Blackhawk Facility has undergone multiple patch repairs over the years and has now reached the end of its useful life. Persistent leaks and structural concerns require a full roof replacement to protect the integrity of the building. Replacing the roof will preserve the facility's functionality, maintain a safe environment for staff and visitors, and extend the useful life of this important City asset.	$ 1,500,000	Engineering	Funded Via Other Source	Project cost based on current Capital Improvements Plan estimate.
New Electronic Marquee for Library	City facilities	The library's marquee sign is past warranty and service is difficult to get. Also the sign will not cycle through programs, it can only advertise one thing at a time.	$ 20,000	Library	Funded Via Other Source	
New Lighting in Library	City facilities	The lighting in the library is too dim making it hard to see the books in our collection and we do not have control to turn off lights in certain areas. It is all or nothing.	Unknown	Library	Unfunded	To be considered if the Library Renovation or New Construction is not moved forward.
Parking Lot Repair	City facilities	The library's parking lot needs to be resurfaced and restriped.	Unknown	Library	Unfunded	To be considered if the Library Renovation or New Construction is not moved forward.
New Shelving in the Library	City facilities	New mobile shelving for Non-fiction and Children's books	$ 500,000	Library	Funded Via Other Source	This is an estimate based on mobile shelving purchased several years ago.
New LV Flooring to Replace all Carpet in Library	City facilities	New flooring in the library to replace all the carpet to a vinyl or laminate (hard wood look) flooring.	Unknown	Library	Unfunded	To be considered if the Library Renovation or New Construction is not moved forward.

City of Friendswood
2026 Bond Project List

Project Name	Subcommittee	Summary of Needs	Estimated Costs	Requesting Department	Outcome Recommendation	Notes
Neighborhood Drainage Improvements	Drainage	The City has an ongoing Master Drainage Plan that is evaluating drainage system performance and identifying alternatives to reduce localized flooding. At this time, specific projects are still being developed, but it is anticipated that improvements will include neighborhood-scale storm sewer upgrades, ditch regrading, culvert replacements, and other targeted measures to address problem areas. Funding through the bond program would allow the City to implement the prioritized improvements once identified in the Master Drainage Plan.	Estimating $30 - 50 million based on the Master Drainage Plan that is almost complete.	Engineering	Bond Proposal Option	Bond funding would allow flexibility to address multiple small to medium-scale drainage issues across different neighborhoods as priorities are identified. This approach ensures equitable distribution of improvements and responsiveness to the Master Drainage Plan's recommendations. $32 M is included as an option for drainage projects for Autumn Creek (Harris County)
Neighborhood Drainage Improvements	Drainage	Neighborhood projects include Falcon Ridge and Brill Storm Sewer Improvements, Maplewood and Westwood Storm Sewer Improvements, Autumn Creek Neighborhood Storm Sewer Improvements, Sun Meadow New Pon Construction, Autumn Creek Neighborhood Combine Pond and Chigger Creek Dig out at Oak Drive Bridge Crossing.	$ 20,000,000	Engineering	Bond Recommendation	Projects selected by Subcommittee for inclusion in the bond package.
LED Sports Lighting	Parks	Retro-fit all sports fields and courts to LED lights to help save energy costs. We have a need for 10 baseball fields at Renwick, 10 soccer/football fields at Centennial Park, and 8 softball fields at Schulz Sports Park. Upgrading to LED sports field lighting will reduce energy costs, cut down on maintenance, and provide brighter, more consistent light for safer play. LEDs turn on instantly, last much longer than traditional bulbs, and are more environmentally friendly. The investment pays off through long-term savings, improved player safety, and a better experience for athletes and spectators alike. This is listed as Goal 6 in the Park Master Plan of 2025.	$ 3,000,000	Parks & Recreation	Bond Recommendation	The LED Sports updates recommended for the bond proposals are only for Stevenson Park, Renwick, Centennial and Old City Park, the other locations are unfunded. Renwick and Centennial were wrapped into other projects and Stevenson and Old City Park are its own bond proposal in the amount of $1.6M
Parking Lot Expansions	Parks	We are in need of additional concrete parking at the Schulz Sports Park, Lake Friendswood Park, Stevenson Park, Old City Park, and Renwick Park. This is listed as Goal 4 in our Park Master Plan of 2025.	CIP shows $3,250,000. Pg. 198 Proposed FY 26 Budget.	Parks & Recreation	Portions in Bond Rec - Not All	The Stevenson Park - parking lot expansion was included as a bond recommendation along with infrastructure updates.
Stevenson Park Parking Lot Plaza	Parks	This project aligns with Goals 4 and 9 of the 2025 Park Master Plan. In 2022, a feasibility study was conducted to gather resident input on how best to use the former fire station parking lot next to City Hall. Based on that feedback, Concept C was recommended to City Council. This plan includes additional parking, along with a large covered pavilion and vendor space that could host farmers markets, community events, and a stage for concerts.	$ 9,400,000	Parks & Recreation	Portions in Bond Rec - Not All	Parking lot expansion and infrastructure improvements are a bond recommendation in the amount of
Renwick Park Improvements	Parks	(1) Renwick Park Press box removal and awning install. This project will demolish the current 4 press box structures, relocate lighting controls, and install awning and bleacher on each location. (2) Drainage project will need to be done with the installation of storm water drainage throughout the park and improve grading. (3) Renwick Park Restroom Bldg./Concession Stand replacements. The restroom building and concession stand are in dire need of replacement. The current restrooms are not large enough to fill the need of the league and have constant issues; causing many repairs throughout the years. This is listed as Goal 2 of the Park Master Plan of 2025.	$ 1,500,000	Parks & Recreation	Bond Recommendation	
Camera installation for Renwick Park	Parks	Install security cameras to monitor park.	Unknown	Parks & Recreation	Wrapped Into Other Project	
Stevenson Park Improvements	Parks	(1) Install rubber safety surfacing for the center playground module fall surface. Improve the pathway and security lighting throughout the park. Replace the concrete gazebo driveway, (2) Drainage Improvements to install storm water drainage throughout the park and improve grading	$ 300,000	Parks & Recreation	Portions in Bond Rec - Not All	The drainage improvements to Stevenson Park are included in the bond proposal for the parking lot expansion only. The remaining items are unfunded.
Centennial Park Playground Shade Structure	Parks	Install a shade canopy over the existing playground module.	$ 120,000	Parks & Recreation	Wrapped Into Other Project	Included with the Centennial Park upgrades bond proposal.
Centennial Park sports field renovations	Parks	Bring in select soil and grade all 9 existing sports fields back to a center crown to improve drainage and provide a safer and more playable field. After grading new sod will be installed on the playing area and irrigation will be adjusted as needed.	$ 1,125,000	Parks & Recreation	Bond Recommendation	
Artificial Turf Field	Parks	Artificial turf field at Centennial Park to be used by Soccer, Youth Football, Friendswood Junior High Football, and Lacrosse organizations. An artificial turf field allows Friendswood to host multiple youth sports year-round without worrying about weather or heavy use wearing down the surface. Unlike natural grass, turf can handle frequent practices and games from soccer, football, lacrosse, and other sports without becoming unsafe or unplayable. It reduces rainouts, lowers maintenance costs, and ensures consistent, high-quality playing conditions. A turf field maximizes field availability, supports more teams, and gives kids a reliable place to play. This is Goal 7 of the Park Master Plan of 2025.	$ 1,700,000	Parks & Recreation	Unfunded	

City of Friendswood
2026 Bond Project List

Project Name	Subcommittee	Summary of Needs	Estimated Costs	Requesting Department	Outcome Recommendation	Notes
Aquatic Facility Upgrade	Parks	Listed as Goal 5 of the Park Master Plan of 2025. Make significant upgrades to our aging, 40 year old pool. Plan to expand in length, depth, and amount of bodies of water, add a young children's play component, add a deep water well for slides and/or rock wall, add an indoor meeting and training room that be used for various meetings, trainings, reservations, and group events, add changing rooms. There is also a need to rebuild and/or expand the facilities pump & mechanical room , expand the staff office space to accommodate more staff on shift (as well as a potential first aid room), and increasing the onsite storage rooms/buildings for both the City's use and Swim Team use. There is also a growing need for added seating (bleachers) and shade structures for guests. New Pool(s): - 50 meter x 8-10 lane lap swimming pool - Deep water well (10 ft depth) - to include slides and a rock wall - Shallow water splash play feature (1ft depth) - gradual slopped entry all around - Small warmup / therapeutic pool - 4ft depth (for Aqua Fitness classes, swim lessons, and competitive swim warmups)	$7.5M per CIP, Pg. 199 FY 26 Proposed Budget.	Parks & Recreation	Bond Rec with Options	Project has main rehabilitation of existing facility, plus two additional options: (1) additional $2M creates new 50-meter pool, and (2) adds a play station for kids for $1.2 M.
Friendswood Lake Park Bulkhead	Parks	Install a bulkhead from the northeast corner of the lake embankment to the center of the west bank to control erosion that is encroaching on the walkway and fishing docks.	$ 2,400,000	Parks & Recreation	Bond Recommendation	CIP shows $2,500,000. Pg. 194 Proposed FY 26 Budget.
Friendswood Lake Park Hike and Bike Renovation	Parks	Removal of the existing wood boardwalk and install a matching concrete walking and bike trail to the existing trail. The wooden walkway is decaying and requires extensive maintenance to manage the safety and integrity of the structure. The boardwalk was originally constructed because the area surrounding the west and south sides were undeveloped and had drainage issue. With League City develop the drainage is now longer an issue and a concrete hike and bike path would be much safer and more sustainable for the upkeep of the park.	$ 2,400,000	Parks & Recreation	Unfunded	
Pump Track Bicycle Park	Parks	A pump track would bring something new to Friendswood that nearby skateparks don't offer. Unlike a standard skatepark, it's designed for all wheels—bikes, skateboards, scooters, and rollerblades—so more people can enjoy it. It's safe, fun for all skill levels, and would give families and youth a healthy, outdoor space while setting Friendswood apart with a unique recreation option. This is listed as Goal 10 of the Park Master Plan of 2025.	$ 1,000,000	Parks & Recreation	Unfunded	
Bay Area Boulevard Reconstruction	Streets & Transportation	Bay Area Boulevard has experienced significant pavement distress and settlement, resulting in adjacent lanes being as much as 3–4 inches out of level. The corridor is in deteriorated condition, with unsafe transitions between lanes, ride quality issues, and long-term structural failures. Full reconstruction is required to restore a safe and durable roadway surface and address underlying base/subgrade deficiencies.	$ 6,000,000	Engineering	Bond Recommendation	Critical arterial roadway with high daily traffic volumes. Failure to reconstruct will lead to escalating maintenance costs and safety concerns. Project would address pavement, subgrade stabilization, and associated sidewalk/ADA ramp repairs along the existing corridor. ($1,350/LF * 4000 LF)
Neighborhood Street Reconstruction Program	Streets & Transportation	The City maintains a 3/8th cent sales tax that funds ongoing pavement rehabilitation and maintenance, but full street reconstruction requires a much larger investment and cannot be supported through that revenue source without tying up funds needed for maintenance in other neighborhoods. Several streets are in critical need of reconstruction. Murphy Lane was reclaimed in asphalt a few years ago, but sulfates in the soil have caused severe damage and the street must be rebuilt in concrete to resolve the problem permanently. Mills Road, located one block over, is in similar poor condition with likely sulfate-related failures and also requires full concrete reconstruction. Stadium Lane, although concrete, ranks among the lowest scoring streets in the City's Pavement Management System and is recommended for reconstruction as a 6-inch concrete roadway with curb and gutter. Bond funding will allow the City to address these critical needs, improve safety and ride quality, and ensure long-term durability of these roadways while preserving sales tax revenues for rehabilitation and maintenance in other areas of the City. (STADIUM LANE & MURPHY LANE)	$ 4,000,000	Engineering	Bond Recommendation	This program focuses on full street reconstruction needs that cannot be met by the 3/8th cent sales tax dedicated to rehabilitation and maintenance. Bond funding ensures that reconstruction projects move forward while preserving sales tax dollars for maintenance in other areas of the City.
Citywide Sidewalk Construction Program	Streets & Transportation	There are multiple locations throughout the City where sidewalks are missing or incomplete, creating gaps in the pedestrian network and limiting safe access to schools, parks, neighborhoods, and commercial areas. A citywide sidewalk construction program would provide funds to build new sidewalks where none currently exist, improving walkability, accessibility, and overall connectivity. Specific locations will be determined based on need, safety considerations, and community input. Bond funding ensures that the City can address these gaps comprehensively rather than piecemeal, supporting a more complete and safe pedestrian system.	$ 1,000,000	Engineering	Bond Recommendation	This program focuses on new sidewalk construction. It will not replace or repair existing sidewalks, but instead extend the network to serve areas currently lacking pedestrian facilities.

CITY OF FRIENDSWOOD

2026 Bond Ad Hoc Committee
June 1, 2026

Agenda

- Charge of Committee
- Opening Remarks
- City Demographics
- Recommendations from Subcommittees
- Bond Packages Recommendations

Charge of the Committee

Review identified capital projects and make recommendations for potential bond issuance.

Committee Members Utilized Multiple Resources, such as:

- City Staff
- Capital Plans
- Financial Information – Historical and Projected
- Tours and Observations
- Google Surveys – Committee

Acknowledgements

- 35 Citizens from across the city
  - Different backgrounds, education, interest and demographics
  - Represented all geographic areas
- City Council
- City Staff

The “spirit of volunteerism is perhaps Friendswood’s most unique characteristic and its finest asset.”

-Joycina Day Baker, Official Friendswood Historian
Friendswood - A Settlement of Friendly Folks

Bond Advisory Committee Sub-Groups

Facilities



Finance



Streets



Parks & Recreation

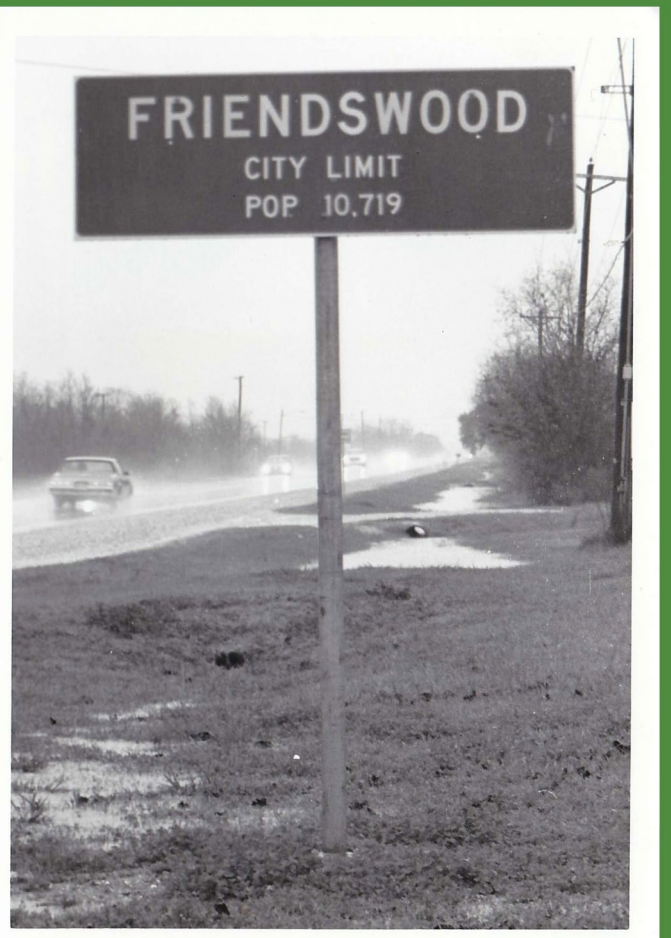


Drainage



Bond Advisory Group

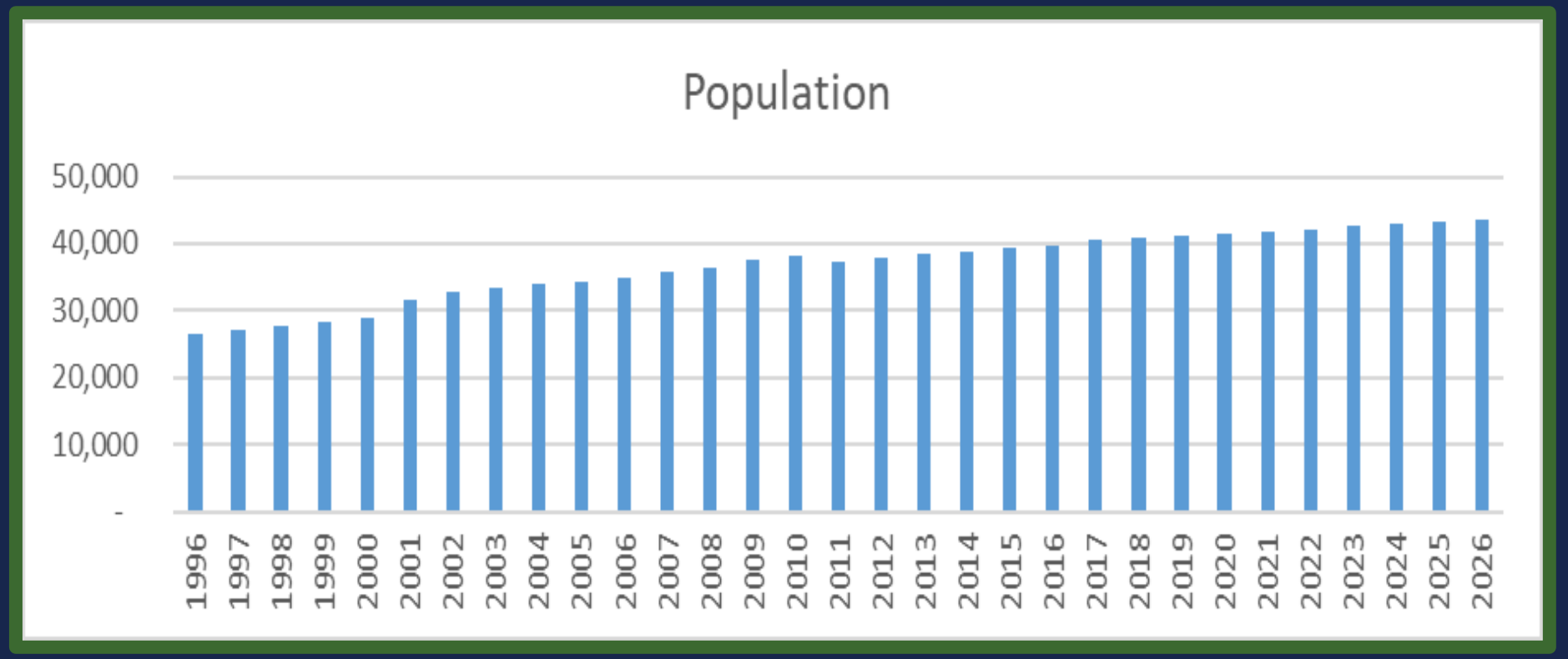
- Committee & Sub-Committees Met 12 Times
- Bond Leadership Met 7 Times
- Meetings Included:
  - Meetings with City Staff
  - Tours of Facilities
  - Review of Capital Improvements Plans
  - Review of Financing Structures and Options
  - Review of Master Plans
  - Review of 182M worth of Proposed Projects



City Demographics



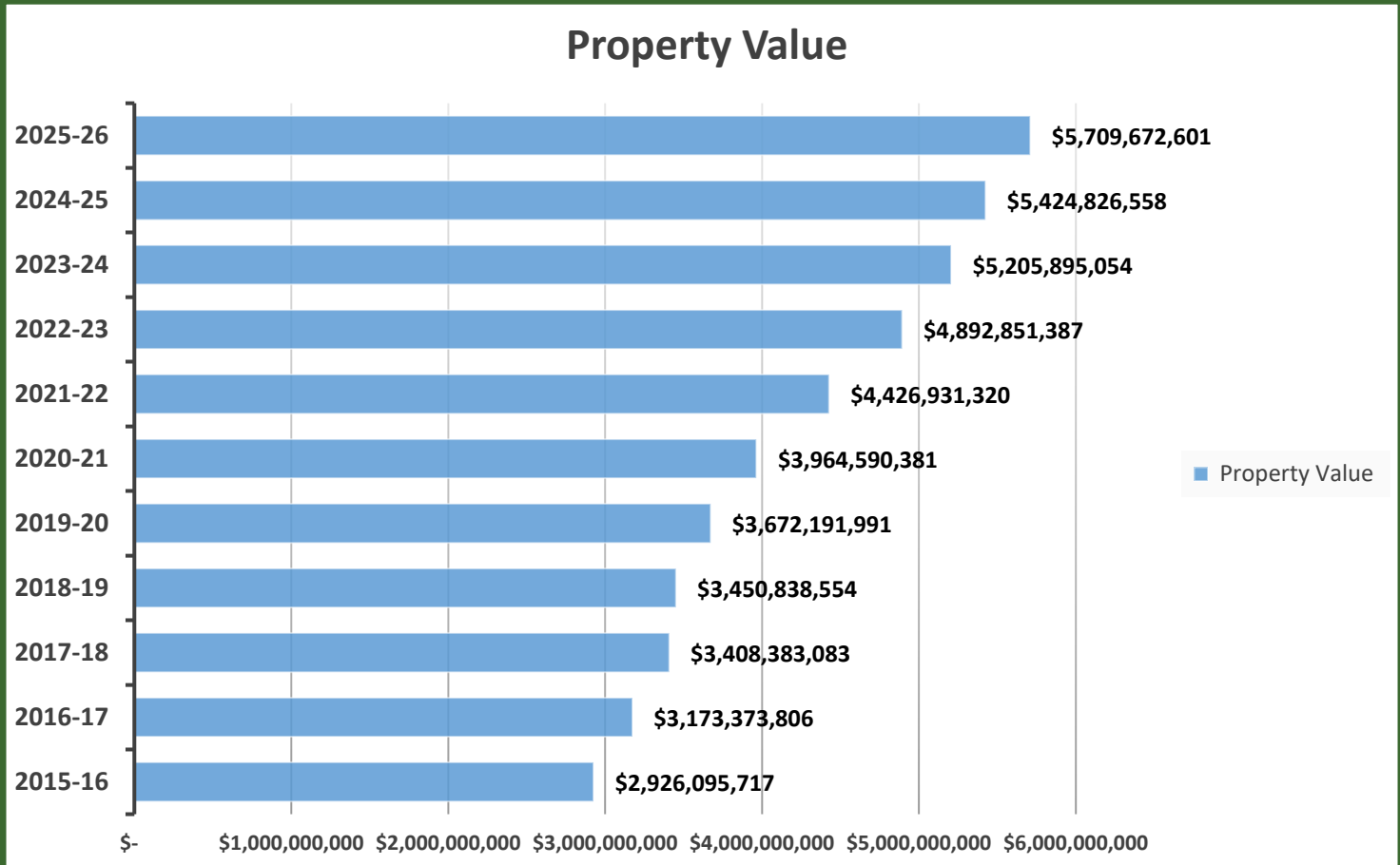
Population Growth



On average, the City has grown by 2% per year since 1996.

Property Value Growth

Year	Property Value	Growth	YOY Growth	Growth Since 2015
2025-26	$ 5,709,672,601	$ 284,846,043	5.25%	95.13%
2024-25	$ 5,424,826,558	$ 218,931,504	4.21%	85.39%
2023-24	$ 5,205,895,054	$ 313,043,667	6.40%	77.91%
2022-23	$ 4,892,851,387	$ 465,920,067	10.52%	67.21%
2021-22	$ 4,426,931,320	$ 462,340,939	11.66%	51.29%
2020-21	$ 3,964,590,381	$ 292,398,390	7.96%	35.49%
2019-20	$ 3,672,191,991	$ 221,353,437	6.41%	25.50%
2018-19	$ 3,450,838,554	$ 42,455,471	1.25%	17.93%
2017-18	$ 3,408,383,083	$ 235,009,277	7.41%	16.48%
2016-17	$ 3,173,373,806	$ 247,278,089	8.45%	8.45%
2015-16	$ 2,926,095,717			



Rationale

Primary Rationale

Questions When Reviewing Proposed Projects

- Does the project fit into the City's Strategic Plan?
- Does the project enhance safety?
- Does the project promote Friendswood as the city of choice?
- Does the project maintain and/or enhance the quality of life?
- Does the project promote an "unplugged" of "tech-free" sustainable living environment?
- Does the project improve infrastructure?
- Does the project prepare Friendswood for build-out?
- Does the project increase value of homes and businesses?
- Does the project correct an issue?
- Does the project address a community concern or need?
- Is the project beneficial to all areas of the city?
- What impact does this project have on the City's ongoing budget and operations?

Secondary Rationale

Questions When Reviewing Proposed Projects

- Does the project create more efficiency or effectiveness in the City?
- Does the project increase attractiveness to prospective businesses and support economic development?
- What percentage of residents does the project benefit?
- Is the project easily understood?

Additional Rationale

Classification & Rankings

Classification Systems:

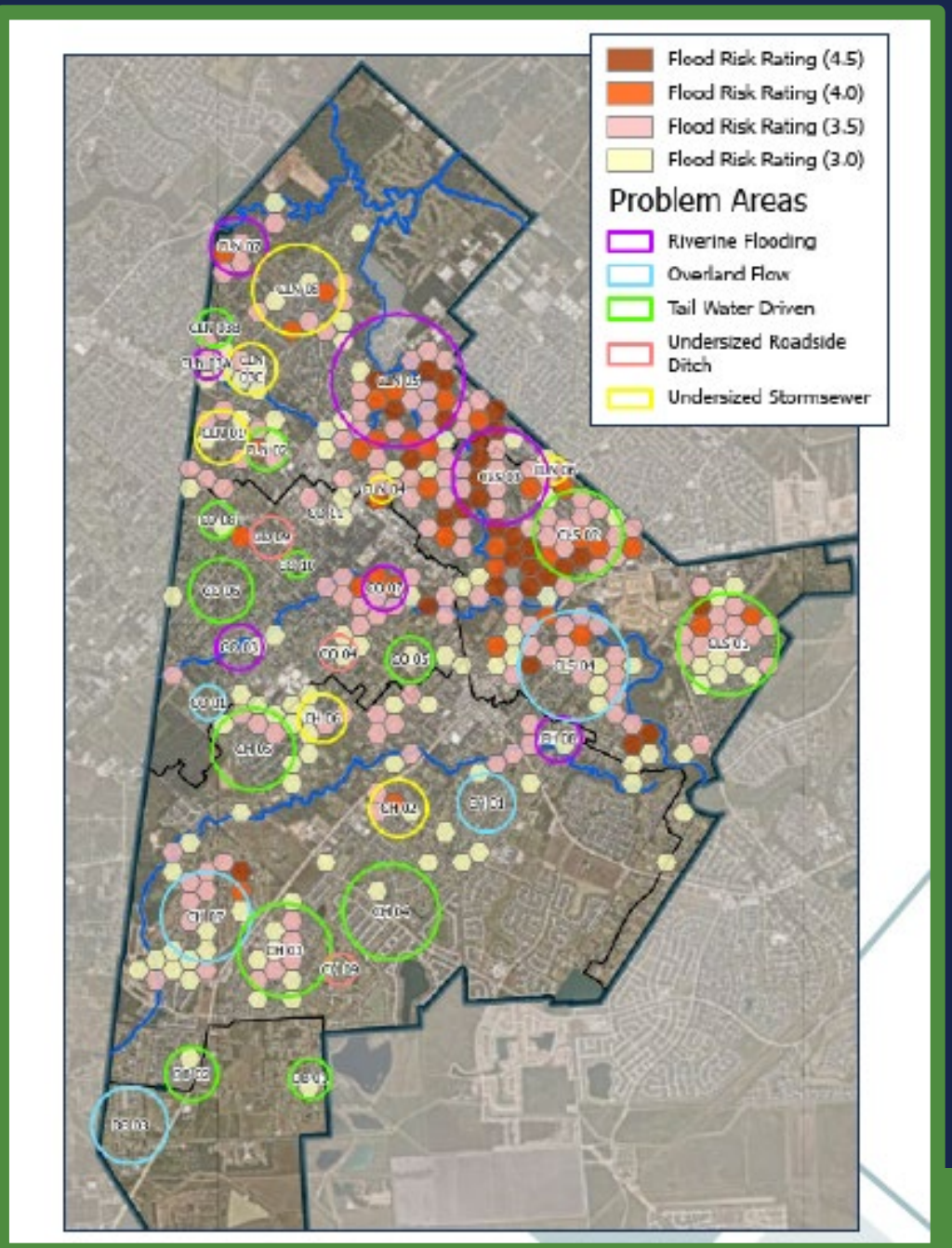
- **Quality of Life** – if the item will enhance the well-being of the population and provides additional services to the community
- **Efficiency** – if the change is trying to do something that will make the City's operations more efficient
- **Critical** – if the item is needed to protect the health, safety, and welfare of the community
- **Substantive Change** – if there is a substantive change or large ticket item that will have a significant impact in the services and culture of the community

Ranking System:

The items are also identified by a number-rating system as follows:

"1" being the most important and "5" being the less important.

Drainage


Flood Risk Rating (4.5)
Flood Risk Rating (4.0)
Flood Risk Rating (3.5)
Flood Risk Rating (3.0)
Problem Areas
Riverine Flooding
Overland Flow
Tail Water Driven
Undersized Roadside Ditch
Undersized Stormsewer

Rationale

Drainage

The subcommittee gave very careful consideration that the 2019 bond package focused on drainage improvements along creeks and tributaries in the City and proposes this bond package of neighborhood focused drainage improvement projects.





First & Foremost

Action must be taken to address Friendswood's largest natural threat, flooding. We must continue to build upon our past success in flood mitigation projects.

Drainage Summary

Mitigation Type	Details	Total Cost
Storm Sewer	Falcon Ridge and Brill Storm Sewer Improvements	$ 6,012,000
Storm Sewer	Maplewood and Westwood Storm Sewer Improvements	$ 1,482,000
Storm Sewer	Autumn Creek Neighborhood Storm Sewer Improvements	$ 7,106,000
Ponds	Sun Meadow New Pond Construction	$ 3,262,000
Ponds	Autumn Creek Neighborhood Combine Ponds	$ 1,625,000
Channel	Chigger Creek Dig Out at Oak Drive Bridge Crossing	$ 854,000
Total		**$ 20,341,000**

Streets & Transportation



Rationale

Streets & Transportation

- Vehicle and Pedestrian Safety
- Avoid Vehicle (private and emergency) Damage
- Prevention of Worsening Road Conditions
- Improve Drivability
- Demonstrates that the City is concerned about the quality of street conditions

Streets & Transportation

- Sidewalks – City Wide
- Bay Area Boulevard (FM 528 to Wastewater Treatment Plant)
- Stadium Lane
- Murphy Lane

Sidewalks – City Wide

City Wide Sidewalks

Estimated Cost: $1,000,000

- **New sidewalks**
- **Fill in gap areas of existing sidewalks**







Proposal would allow for staff to identify the locations of new sidewalks based on assessment needs and requests.

Bay Area Blvd

FM528 to City's Wastewater Treatment Plant

Estimated Cost: $6,000,000

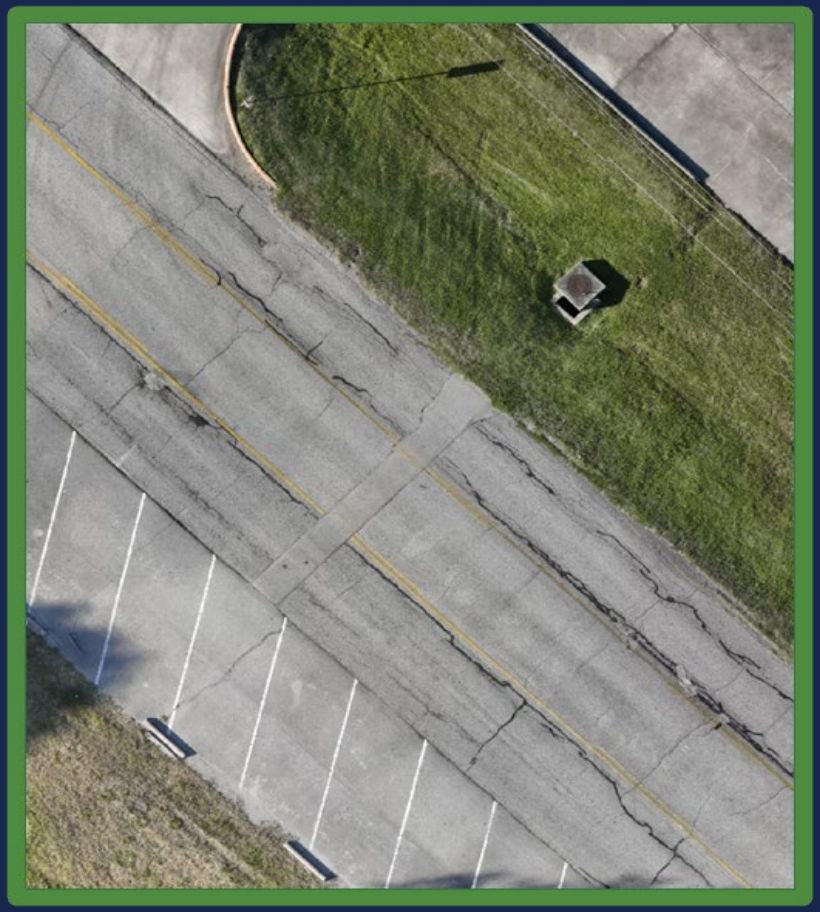
- Full reconstruction is required to restore a safe and durable roadway surface and address underlying base/subgrade deficiencies
- This street has experienced significant pavement distress and settlement, resulting in adjacent lanes being as much as 3–4 inches out of level
- The corridor is in deteriorated condition, with awkward transitions between lanes, ride quality issues, and long-term structural failures



Stadium Lane

Estimated Cost: $2,500,000

- These corridors are in deteriorated conditions, ride quality issues, and long-term structural failures.
- Full reconstruction is required to restore a safe and durable roadway surface and address underlying base/subgrade deficiencies.



Murphy Lane

Estimated Cost: $1,500,000

- These corridors are in deteriorated conditions, ride quality issues, and long-term structural failures.

- Full reconstruction is required to restore a safe and durable roadway surface and address underlying base/subgrade deficiencies.



Streets & Transportation Summary

Category	Project	Total Cost
Sidewalk	Sidewalks - City Wide	$ 1,000,000
Traffic Enhancements	Bay Area Reconstruction (FM 528 to WasteWater Treatment Plant)	$ 6,000,000
Traffic Enhancements	Stadium Lane	$ 2,500,000
Traffic Enhancements	Murphy Lane	$ 1,500,000
Total		**$ 11,000,000**

Parks & Recreation

Additional Rationale

Parks & Recreations

The subcommittee gave very careful consideration to the projects listed on the City's Capital Improvement Plan (CIP) list as proposed by staff and proposed some additional projects that could improve the overall quality of the park system.







First & Foremost

"Let's Fix What We Got!" Any potential bond money should first improve the park assets that are in place before embarking on any new projects or park facilities.

Parks & Recreation

- Lake Friendswood Bulkhead and Trail Repair
- Sports Complex Upgrades
- Stevenson Aquatics Facility Infrastructure, Expansion, and Related Systems
- Stevenson Park Parking Lot Expansion

Lake Friendswood Bulkhead and Trail Repair

Estimated Cost: $2,400,000

- Reduce erosion by installing a bulkhead along the Northeast corridor of the lake.
- Remove the current wooden boardwalk and replace it with a concrete path to match the existing trail.



Renwick Park Infrastructure and Upgrades

Estimated Cost: $1,500,000

- New restroom building
- Renovate the meeting room and concession stand
- Provide safety improvements for five press boxes and field seating



Identified as 2025 Parks Master Plan Goal #6

LED Sports Lighting

Renwick Park and Centennial Park

Estimated Cost: $1,600,000

- Retrofit all existing fields to LED lighting
- Provides consistent, safe lighting that reduces energy costs and light pollution



Identified as 2025 Parks Master Plan Goal #6

Centennial Park Renovations

Estimated Cost: $1,125,000

- New soil and regrade of all existing fields back to center crown and on the nine playing field areas. Irrigation system will be adjusted as necessary.
- Installation of a new playground and new shade structure to replace current structure(s).



Identified as 2025 Parks Master Plan Goal #6 and #7

Summary of Sports Complex Upgrades

Total Estimated Cost: $4,225,000

- Renwick Park Infrastructure & Upgrades
- LED Sports Lighting
- Centennial Park Renovations



Identified as 2025 Parks Master Plan Goal #6

Stevenson Park Pool Rehab

Infrastructure, Expansion, and Related Systems



25-Meter Pool, 10 lanes, and Related Systems

Estimated Cost: $3,800,000

Identified as 2025 Parks Master Plan Goal #5

- Expand 25-meter pool to 10 lanes and add one foot of depth
- Overhaul aging pool infrastructure and supplies: pipes, pumps, drainage, gutter, and skimming systems.
- Add training/party room and storage buildings to pool area

Additional Rationale

Stevenson Park Pool Upgrade Rationale











Stevenson Park Parking Expansion



Parking Expansion, Improvements and Related Systems

Estimated Cost: $3,200,000

Identified as 2025 Parks Master Plan Goal #5

- Increase parking capacity through the redesign, expansion and implementation of related improvements at the entrance of Stevenson Park
- Improve grading and eliminate the large ditch between Stevenson Park and City Hall
- Install a rubberized safety surface on the central playground
- Replace the concrete driveway to the gazebo for greater load capacity

Parks & Recreation Summary

Category	Project	Total Cost
Parks	Friendswood Lake Park Bulkhead and Trail Repair	$ 2,400,000
Parks	Sports Complex Upgrades (Renwick and Centennial Parks)	$ 4,225,000
Parks	Stevenson Aquatics Facility Infrastructure, Expansion and Related Systems - 25 Meter Pool	$ 3,800,000
Parks	Stevenson Park Parking Expansion	$ 3,200,000
Total		**$ 13,625,000**

Facilities



Additional Rationale
Facilities

- Toured Every Facility to “SEE” the Needs Firsthand
- Prioritized all Facilities of the City’s Capital Improvement Plan (CIP)
- Span Projects Across All Facilities
  - Public Safety
  - Fire
  - Existing Building
  - Parks

Facilities

- Fuel Station – Blackhawk
- Fuel Station – Public Safety Building (PSB)
- Public Safety Building Parking Lot Expansion
- Fire Station 4, Expansion
- City Hall Renovations

Fuel Station

Blackhawk Building

Estimated Cost: $250,000

- Fuel depot for the Harris County portion of Friendswood
- Is being enlarged to serve emergency services during emergency events
- Other departments with vehicles and equipment could use the Facility



Fuel Station

Public Safety Building (PSB)

Estimated Cost: $250,000

- Fuel depot for the Galveston County portion of Friendswood
- It could be located within the expanded parking area for PSB



Public Safety Building Parking Lot Expansion

Estimated Cost: $750,000

Expand the parking area of the PSB to accommodate parking for emergency vehicles.



Fire Station 4

Expansion

Estimated Cost: $4,000,000

- Expansion of 3rd Apparatus Bay
- Additional dorm room for career/volunteer department



City Hall Renovations

Estimated Cost: $700,000

- Renovation to lobby
- Renovation to multiple department suites
- Renovations to existing restroom facilities





Facilities Summary

Category	Project	Total Cost
City Facilities	Fuel Island at Blackhawk Building	$ 250,000
City Facilities	Fuel Station at Public Safety Building	$ 250,000
City Facilities	Public Safety Building Parking Lot Expansion	$ 750,000
City Facilities	Fire Station 4 Expansion	$ 4,000,000
City Facilities	City Hall Renovations	$ 700,000
Total		**$ 5,950,000**

Finance



Finance Rationale

- Provide Primary Rationale
- Provide Secondary Rationale
- Reviewed:
  - Financial Impact to Citizens
  - Funding Sources
  - Current Bond Maturities
  - Activity Fees
  - Tax Structure

Funding Sources & Evaluations

- Homestead Exemptions (20% - Maximum Allowed by State)
- Property Taxes
- Bonds
- Sales & Use Tax
- Activity Fees
- Grants

Tax Rate History (2015 – 2026)

Year	M&O	Debt	Tax Rate	Change From Prior Year
2015	0.5303	0.0611	0.5914	
2016	0.4972	0.0715	0.5687	-0.0227
2017	0.4620	0.0840	0.5460	-0.0227
2018	0.4323	0.0950	0.5273	-0.0187
2019	0.4372	0.0952	0.5324	0.0051
2020	0.4322	0.0892	0.5214	-0.0110
2021	0.3922	0.0952	0.4874	-0.0340
2022	0.3851	0.1022	0.4873	-0.0001
2023	0.3886	0.0987	0.4873	0.0000
2024	0.3794	0.1213	0.5007	0.0134
2025	0.4042	0.1100	0.5142	0.0135
2026	0.3998	0.1144	0.5142	0.0000

The City's total tax rate has decreased by 7.7 cents since 2015.

Tax Rate Decrease with Debt Retirements

City of Friendswood, Texas
Tax Rate Capacity with Bond Maturities
November 2026 Bond Election - Up to $54,116,000 in Proceeds

Year #	Fiscal Year Ending (9/30)	Estimated Debt Service Tax Rate	Estimated Tax Rate Change Increase/Decrease		Original Proposal
1	2026	$0.1144	$0.0000		$6,533,165
2	2027	0.1144	0.0000		8,623,938
3	2028	0.1244	0.0100		8,241,327
4	2029	0.1244	0.0000		8,374,739
5	2030	0.1244	0.0000	Retiring 2015 G.O. Bonds - $9.595M	8,648,408
6	2031	0.1244	0.0000	Retiring 2016 G.O. Bonds - $19.1M and 2017 G.O. Bonds - $5.6M	8,779,827
	Totals	($0.0100)			$49,201,404

ESTIMATED AMOUNTS
Actual Tax Rate Impact cannot be determined until sale of bonds

Tax Rate Capacity

City of Friendswood, Texas
Capacity Analysis for Potential November 2026 Bond Election
30-Year Debt Structure

Fiscal Year End (9/30)	Assessed Valuation Growth	Interest and Sinking Fund Tax Rate Increase Proposed General Obligation Bonds, Series 2027 @ 4.75% Estimated Interest Rate $40,110,000 in Proceeds	$54,116,000 in Proceeds	$56,821,800 in Proceeds	$59,527,600 in Proceeds	$68,186,160 in Proceeds
2026 (Current)		**$0.1144**	$0.1144	$0.1144	$0.1144	$0.1144
2027	4.00%	**0.1144**	0.1144	0.1144	0.1144	0.1144
2028	3.00%	**0.1144**	**0.1244**	**0.1269**	**0.1294**	**0.1369**
2029	3.00%	0.1135	**0.1244**	**0.1269**	**0.1294**	**0.1369**
2030	2.00%	0.1135	**0.1244**	**0.1269**	**0.1294**	0.1335
2031	2.00%	0.0950	**0.1244**	0.1250	0.1275	0.1335
2032	1.00%	0.0950	0.1100	0.1150	0.1150	0.1225
2033		0.0915	0.1075	0.1100	0.1125	0.1180
2034		0.0915	0.1075	0.1100	0.1125	0.1180
2035		0.0850	0.1065	0.1075	0.1100	0.1175
2036		0.0975	0.0975	0.1000	0.1025	0.1100
2037		0.0975	0.0975	0.1000	0.1025	0.1100
2038		0.0845	0.0975	0.1000	0.1025	0.1100
2039		0.0845	0.0975	0.1000	0.1025	0.1100
2040		0.0840	0.0950	0.0970	0.0975	0.1100
2041		0.0760	0.0885	0.0915	0.0940	0.1025
2042		0.0760	0.0885	0.0915	0.0940	0.1025
2043		0.0760	0.0885	0.0915	0.0940	0.1025
2044		0.0760	0.0885	0.0915	0.0940	0.1025
2045		0.0760	0.0885	0.0915	0.0940	0.1025
2046		0.0760	0.0885	0.0910	0.0940	0.1025
2047		0.0760	0.0885	0.0910	0.0940	0.1025
Maximum Rate:		**$0.1144**	**$0.1244**	**$0.1269**	**$0.1294**	**$0.1369**
Projected Increase:		**$0.0000**	**$0.0100**	**$0.0125**	**$0.0150**	**$0.0225**

ESTIMATED AMOUNTS
Actual Tax Rate Impact cannot be determined until sale of bonds

Bond Packaging

Recommendation

Proposed Bond Election
November 2026
$50.9 M

Considerations

- Recommendation - $50.9 Million
- Impact
  - Maximum Estimated Tax Rate Increase Up to $0.01/$100
  - Existing Home Value (Average) = $514,911 - Increase of $41.19/Year
  - New Home Value (Average) = $748,994 - Increase of $59.92/Year

ESTIMATED AMOUNTS
Actual Tax Rate Impact cannot be determined until sale of bonds

Packaging Recommendations

- Recommend multiple propositions for voter choice
- Packaged according to project relationships
- Designed to meet existing and future needs of the City
- Packaging is spread out over multiple areas and not concentrated on any one geographical area of the City.

Recommendations

Proposition		Amount	Estimated Tax Increase	% of Bond
Facilities	$	5,950,000	0.001169	12%
Drainage	$	20,341,000	0.003995	40%
Parks (w/ options)	$	13,625,000	0.002676	27%
Transportation	$	11,000,000	0.002160	22%
Total	**$**	**50,916,000**	**0.010000**	**100%**

ESTIMATED AMOUNTS (actual tax rate impact cannot be determined until sale of bonds)

Maximum ESTIMATED Cost to the Homeowner (1 Cent)

Property Value	20% Exemption Adjusted Value	Current Tax Rate 0.5142	Estimated Tax Rate 0.5242	Increase in City Taxes
$ 100,000.00	$ 80,000.00	$ 411.36	$ 419.36	$ 8.00
$ 150,000.00	$ 120,000.00	$ 617.04	$ 629.04	$ 12.00
$ 200,000.00	$ 160,000.00	$ 822.72	$ 838.72	$ 16.00
$ 250,000.00	$ 200,000.00	$ 1,028.40	$ 1,048.40	$ 20.00
$ 300,000.00	$ 240,000.00	$ 1,234.08	$ 1,258.08	$ 24.00
$ 350,000.00	$ 280,000.00	$ 1,439.76	$ 1,467.76	$ 28.00
$ 400,000.00	$ 320,000.00	$ 1,645.44	$ 1,677.44	$ 32.00
$ 450,000.00	$ 360,000.00	$ 1,851.12	$ 1,887.12	$ 36.00
$ 500,000.00	$ 400,000.00	$ 2,056.80	$ 2,096.80	$ 40.00
$ 514,911.00	$ 411,928.80	$ 2,118.14	$ 2,159.33	$ 41.19
$ 600,000.00	$ 480,000.00	$ 2,468.16	$ 2,516.16	$ 48.00
$ 650,000.00	$ 520,000.00	$ 2,673.84	$ 2,725.84	$ 52.00
$ 700,000.00	$ 560,000.00	$ 2,879.52	$ 2,935.52	$ 56.00
$ 748,994.00	$ 599,195.20	$ 3,081.06	$ 3,140.98	$ 59.92
$ 800,000.00	$ 640,000.00	$ 3,290.88	$ 3,354.88	$ 64.00
$ 900,000.00	$ 720,000.00	$ 3,702.24	$ 3,774.24	$ 72.00
$ 1,000,000.00	$ 800,000.00	$ 4,113.60	$ 4,193.60	$ 80.00

ESTIMATED AMOUNTS (actual tax rate impact cannot be determined until sale of bonds)

Recommendations – Debt Service Impact

Project Name	Subcommittee	Estimated Cost	Total Tax Rate Equivalent
Fuel Island at Blackhawk	City Facilities	$ 250,000	$ 0.0000060
Fuel Station at Public Safety Building	City Facilities	$ 250,000	$ 0.0000060
Public Safety Building Parking Lot Expansion	City Facilities	$ 750,000	$ 0.0000179
Fire Station 4 Expansion	City Facilities	$ 4,000,000	$ 0.0000952
Reconstruction of City Hall Renovations	City Facilities	$ 700,000	$ 0.0000167
Falcon Ridge and Brill Storm Sewer Improvements	Drainage	$ 6,012,000	$ 0.0001431
Maplewood and Westwood Storm Sewer Improvements	Drainage	$ 1,482,000	$ 0.0000353
Autumn Creek Neighborhood Storm Sewer Improvements	Drainage	$ 7,106,000	$ 0.0001692
Sun Meadow New Pond Construction	Drainage	$ 3,262,000	$ 0.0000777
Autumn Creek Neighborhood Combine Ponds	Drainage	$ 1,625,000	$ 0.0000387
Chigger Creek Dig Out at Oak Drive Bridge Crossing	Drainage	$ 854,000	$ 0.0000203
Friendswood Lake Park Bulkhead and Trails Improvements	Parks	$ 2,400,000	$ 0.0000571
Sports Complex Upgrades	Parks	$ 4,225,000	$ 0.0001006
Stevenson Aquatics Facility Infrastructure, Expansion, and Related Systems	Parks	$ 3,800,000	$ 0.0000905
Stevenson Park Parking & Infrastructure	Parks	$ 3,200,000	$ 0.0000762
Bay Area Boulevard Reconstruction (FM 528 to Waste Water Treatment Plant)	Streets & Transportation	$ 6,000,000	$ 0.0001429
Stadium Lane	Streets & Transportation	$ 2,500,000	$ 0.0000595
Murphy Lane	Streets & Transportation	$ 1,500,000	$ 0.0000357
Citywide Sidewalk Construction Program	Streets & Transportation	$ 1,000,000	$ 0.0000238
	Total (Included Projects)	**$ 50,916,000**	**$ 0.0012123**

Total Estimated Debt Service Impact of Recommended Bond Projects ~ 1.0 cent

ESTIMATED AMOUNTS - Actual Tax Rate Impact cannot be determined until sale of bonds

Recommendation with Inflation Values

Proposition	Amount	Estimated Tax Increase	Amount with 5% Inflation	Estimated Tax Increase	Amount with 10% Inflation	Estimated Tax Increase	Amount with 20% Inflation	Estimated Tax Increase	% of Bond
Facilities	$ 5,950,000	0.001169	$ 6,247,500	0.001169	$ 6,545,000	0.001461	$ 7,497,000	0.002045	12%
Drainage	$ 20,341,000	0.003995	$ 21,358,050	0.003995	$ 22,375,100	0.004994	$ 25,629,660	0.006991	40%
Parks	$ 13,625,000	0.002676	$ 14,306,250	0.002676	$ 14,987,500	0.003345	$ 17,167,500	0.004683	27%
Transportation	$ 11,000,000	0.002160	$ 11,550,000	0.002160	$ 12,100,000	0.002701	$ 13,860,000	0.003781	22%
Total	**$ 50,916,000**	**0.010000**	**$ 53,461,800**	**0.010000**	**$ 56,007,600**	**0.012500**	**$ 64,154,160**	**0.017500**	**100%**

ESTIMATED AMOUNTS

Actual Tax Rate Impact cannot be determined until sale of bonds

Additional Options

Additional Options

- Recreation Center
- 50-Meter Pool
- Aquatic Play Unit
- Drainage (Autumn Creek Neighborhood)*

Parks & Recreation/Facilities – Recreation Center

Recreation Center

Estimated Cost: $37,000,000 – $47,000,000

City lacks a center that serves all residents of all ages.

This center would provide year-round and expanded recreation and programming.



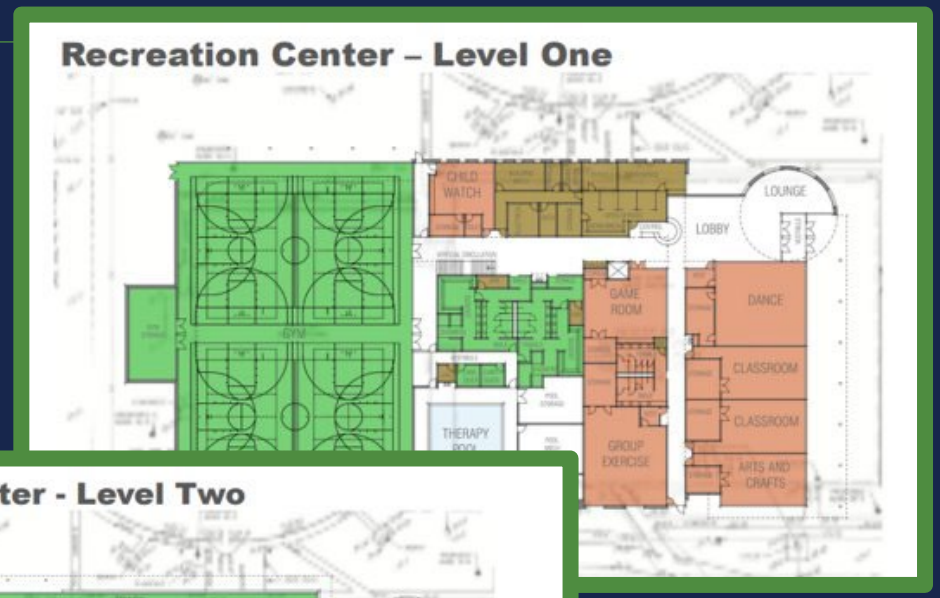
Rendering from PGAL for reference, for building at existing site.

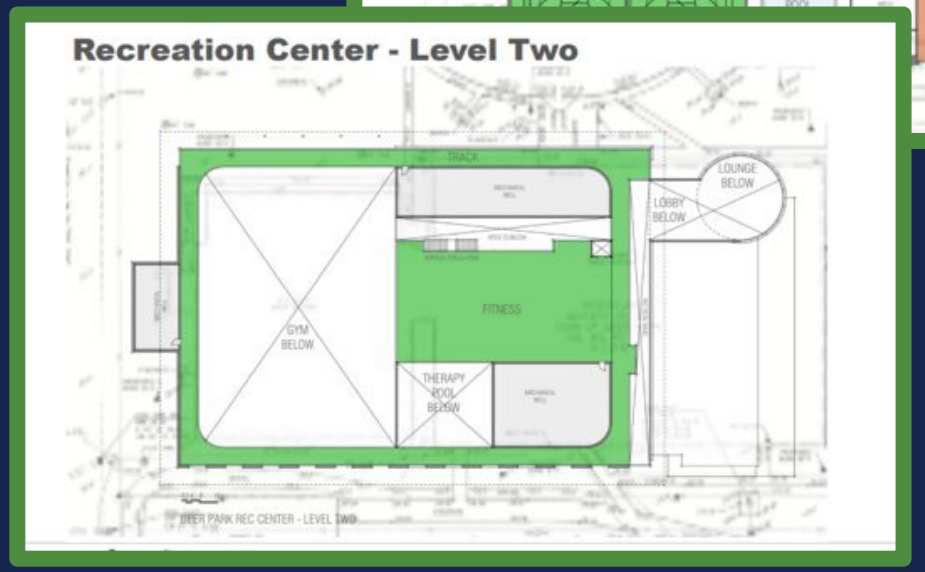
Identified as 2025 Parks Master Plan Goal #1

Recommendation – Recreation Center

Committee believes the City needs a full-service Recreation Center, and the existing Senior Center building has reached its end-of-life.

1. This bond proposal be placed on a ballot to be held at a later election date
2. That staff conduct city-wide survey to collect citizen input to identify:
   a) the best proposal for this item:
   b) location Morningside vs Lundy Lane, reconstruction vs new build,
   c) types of services in center, have two locations, one for staff and one for activities





Example of Deer Park Recreation Center – New Build Option

Stevenson Park – 50 Meter Pool Construction



Construction of 50-Meter, 10-Lane Pool

Estimated Cost: $2,000,000

Identified as 2025 Parks Master Plan Goal #5

- Remove existing pool and construct an all new 50-Meter, 10-Lane Pool, including an overhaul of the aging pool infrastructure and supplies: pipes, pumps, drainage, gutter, and skimming systems, and construction of buildings to support the new pool's capacity

Stevenson Park – AquaPlay Unit

Construction of Aquatic Play Unit

Estimated Cost: $1,200,000

Identified as 2025 Parks Master Plan Goal #5

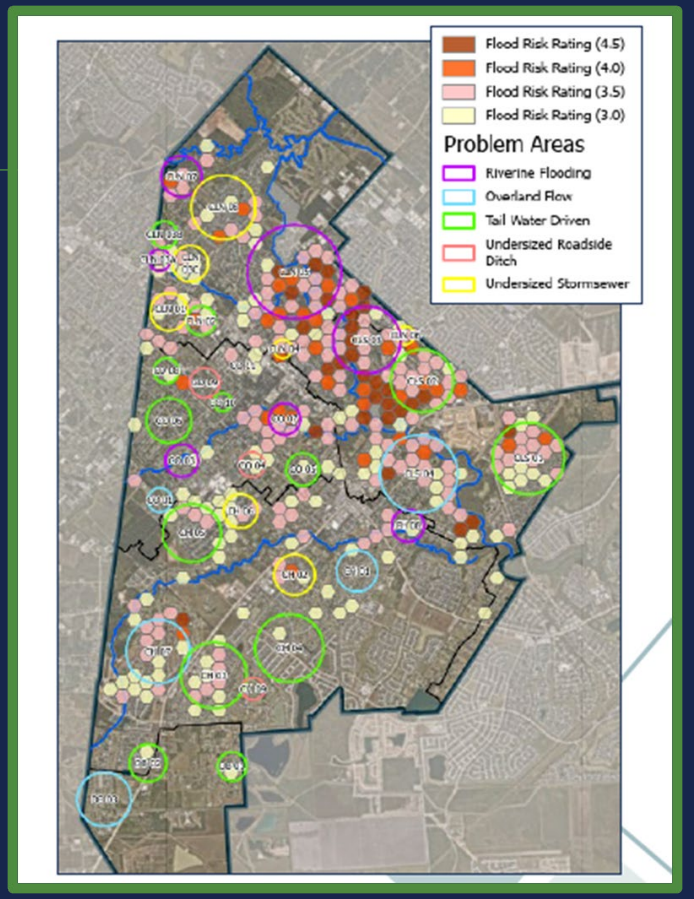


- New AquaPlay Unit for children to expand play and education for children visiting the pool

Drainage Improvements
Autumn Creek Neighborhood

Estimated Cost: $32,264,000

- Harris County portion of Friendswood needs drainage improvements.
- Subdivisions were built prior to current standards (60+ Years)



Identified as a Part of Master Drainage Plan

Next Steps

- June
  - Bond Survey
- July
  - Council to Consider the Propositions/Items that will go to Voters
- August
  - Council may call Special Election for the Bonds.
- November
  - Election

Conclusion

The Committee appreciates the opportunity to respond to and make recommendations to meet the needs of the City of Friendswood and stands adjourned and ready to assist the Council should you call an election.

Recommendation

Proposed Bond Election
November 2026
$50.9 M

Questions or Comments?

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Receive and discuss an update regarding Emergency Preparedness.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 20260601 COF Emergency Preparedness Slides - Final

Emergency Preparedness

June 1, 2026

Threats & Hazards... and at Risk



Preparedness and Planning

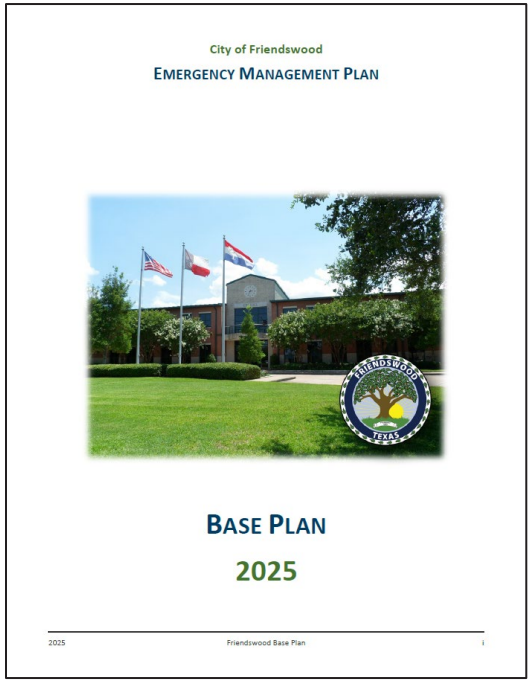


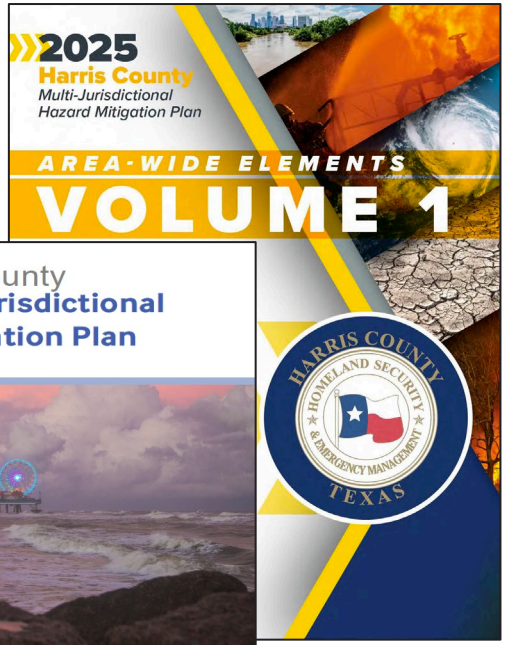
Coordination, Collaboration, and Communication

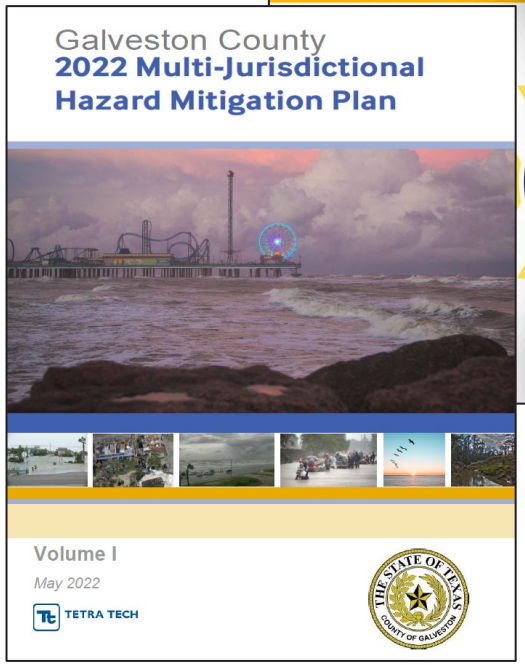
- Local, State, and Federal partners
  - CCISD, FISD, GCCDD, etc.
- Private-sector partners
  - CP, TX-NM, etc.
- Non-governmental Organizations
  - Faith-based Organizations
  - Community-based Organizations



Plans







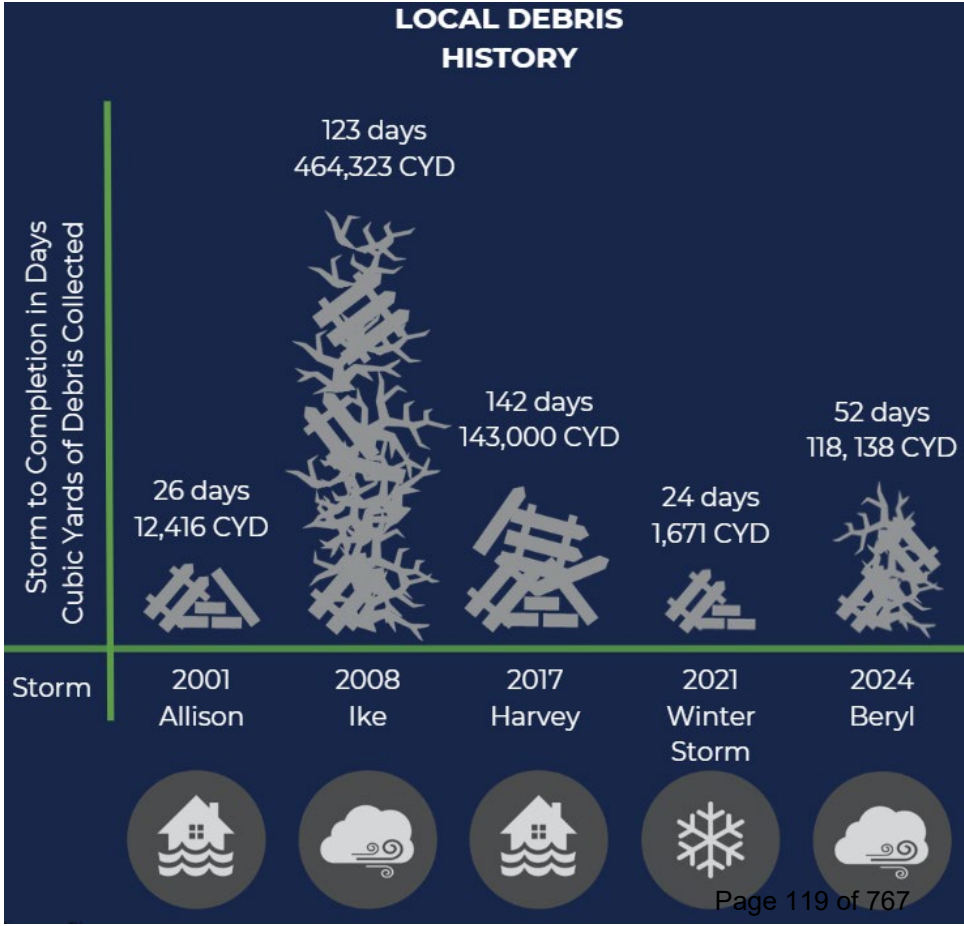
- Emergency Management Plan
- Continuity of Operations Plan
- Mitigation Plans

Hurricane Beryl, 2024

Categories / Description	Funds Received
A - Debris Removal	$3,352,890.56
B - Emergency Protective Measures *Overtime, Food, Other*	$198,126.69
E - Buildings & Equipment *Animal Control, Blackhawk, Fire Station 1, Girl Scout House, Public Safety Building*	$20,289.54
F – Utilities *Fence Damage at Lift Station/Water Plant*	$9,591.00
G - Parks, Recreational, Other *Sports Park, Renwick Park, Centennial Park*	$6,938.40
Direct Administrative Costs (DAC) *Staff Management Costs*	$19,910.44
	$3,607,746.63

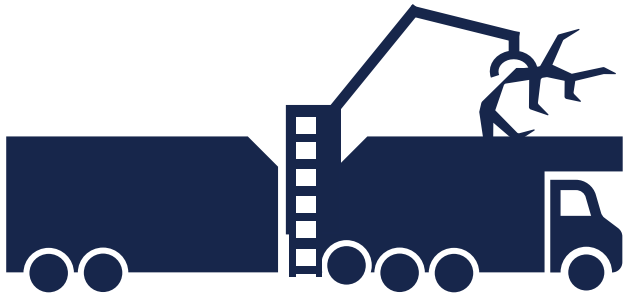
Pre-Disaster Contracts

- Debris Removal
- Debris Monitoring
- Disaster Logistics
- Disaster Catering

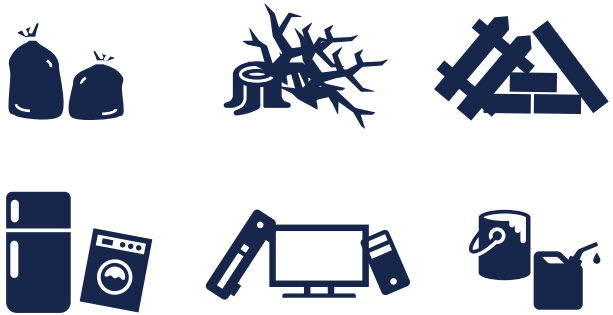


Debris Management

Debris trucks are a critical resource



Amount and types of debris varies by each disaster



Debris Management

Priority

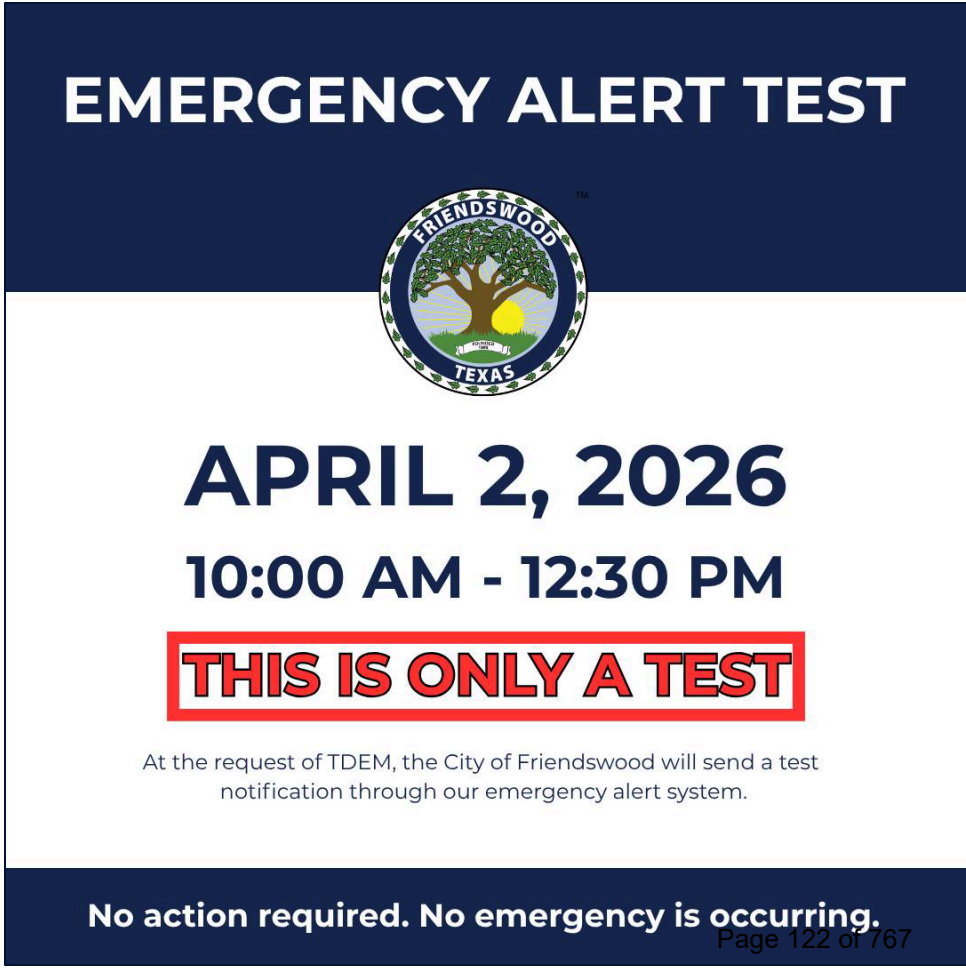
1. Life Safety
2. Critical City Infrastructure

Routing is assigned daily, but can be affected by:

- Amount of debris
- Type of debris
- Accessibility
- Sorting compliance
- Disposal location
- Progress of cleanup activities
- Traffic
- Weather

Training and Exercises

Facilitation and Participation



Funding

Location	Population 2020 Census	FY 2026 Indicators (Per Capita)	Public Assistance Min. Thresholds
Galveston County	350,682	$4.86	$1,704,315
Harris County	4,731,145	$4.86	$22,993,365
State of Texas	29,145,505	$1.94	$56,542,280

- FEMA Public Assistance Thresholds
- FEMA Mitigation Grants
- Parametric Insurance / Self-Insurance

Parametric Insurance

Details	Hurricane Beryl, 2024 (EXAMPLE ONLY)	Hurricane Ike, 2008 (EXAMPLE ONLY)
Aggregate Policy	$10,000,000	$10,000,000
Annual Premium	$437,500	$437,500
Hurrevac indicated Hurricane Category, distance, percentage of aggregate limit.	*Cat 1, <15 ≤ 35 miles, 5% of aggregate limit* $500,000	*Cat 2, <15 ≤ 35 miles, 10% of aggregate limit* $1,000,000

Outreach

- *Events*
- *Presentations*
- *Campaigns*



Events

- *Touch-a-Truck*
- *Concert in the Park*
- *Under the Oaks*
- *Ice Cream Social*



Presentations

- *Friendswood Academy*
- *Friendswood Teen Leadership*
- *Senior Citizen Program*
- *Homeowner's Associations*
- *Rotary International*
- *Chamber of Commerce*
- *Scouting America Troops*
- *Girl Scouts of America Troops*
- *NWS Skywarn*



What's In Your Kit? Campaign



Staying Informed

friendswood.com/notify

City of Friendswood - Government

Channel 99

@FriendswoodCity

@FriendswoodEMS

Channel 17

Thank you



FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/05/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Receive a presentation and discuss the Friendswood Active Transportation Plan.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for the City Council to receive a presentation and discuss the Friendswood Active Transportation Plan. The Friendswood Active Transportation Plan was developed to evaluate and improve connectivity, mobility, and safety for pedestrians, bicyclists, and other non-vehicular users throughout the community. The plan identifies opportunities to enhance access between neighborhoods, schools, parks, commercial areas, and community destinations while supporting safer and more connected transportation options for residents of all ages and abilities.

The plan was developed through a partnership with the Houston-Galveston Area Council (H-GAC) and included technical analysis, public engagement, and evaluation of existing infrastructure and mobility gaps. The resulting recommendations are intended to help guide future infrastructure investments, support grant competitiveness, and provide a long-term framework for implementing active transportation improvements in a strategic and coordinated manner.

This presentation provides an overview of the planning process, key findings, and recommended projects identified within the plan.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Provides the City with a strategic framework for improving pedestrian and bicycle connectivity, enhancing safety, and supporting future mobility needs throughout the community. The plan positions the City to pursue future grant funding opportunities, prioritize infrastructure investments, and implement coordinated improvements that improve access to schools, parks, neighborhoods, and commercial areas while supporting quality of life and long-term transportation planning.

RECOMMENDATIONS

ATTACHMENTS

1. FATP-CityCouncil_20260601 1




Friendswood Active Transportation Plan




City Council - June 1, 2026
Kristi Miller, AICP, Principal Planner, The Goodman Corporation
Qun Zhao, Project Manager, Houston-Galveston Area Council

Regional Collaboration • Transportation Planning • Multimodal Mobility

Houston-Galveston Area Council

Agenda



1. About the Active Transportation Plan
2. Project Timeline
   - Public Engagement
   - Opportunity Analysis
   - Primary Active Transportation Network
   - Needs Based Analysis
3. Project Recommendations

Project Team

H-GAC
- Project Manager: Qun Zhao
- Deputy Project Manager: Rodney Sigua

City of Friendswood
- Project Manager: Marua Blackburn
- Deputy Project Manager: Jil Arias

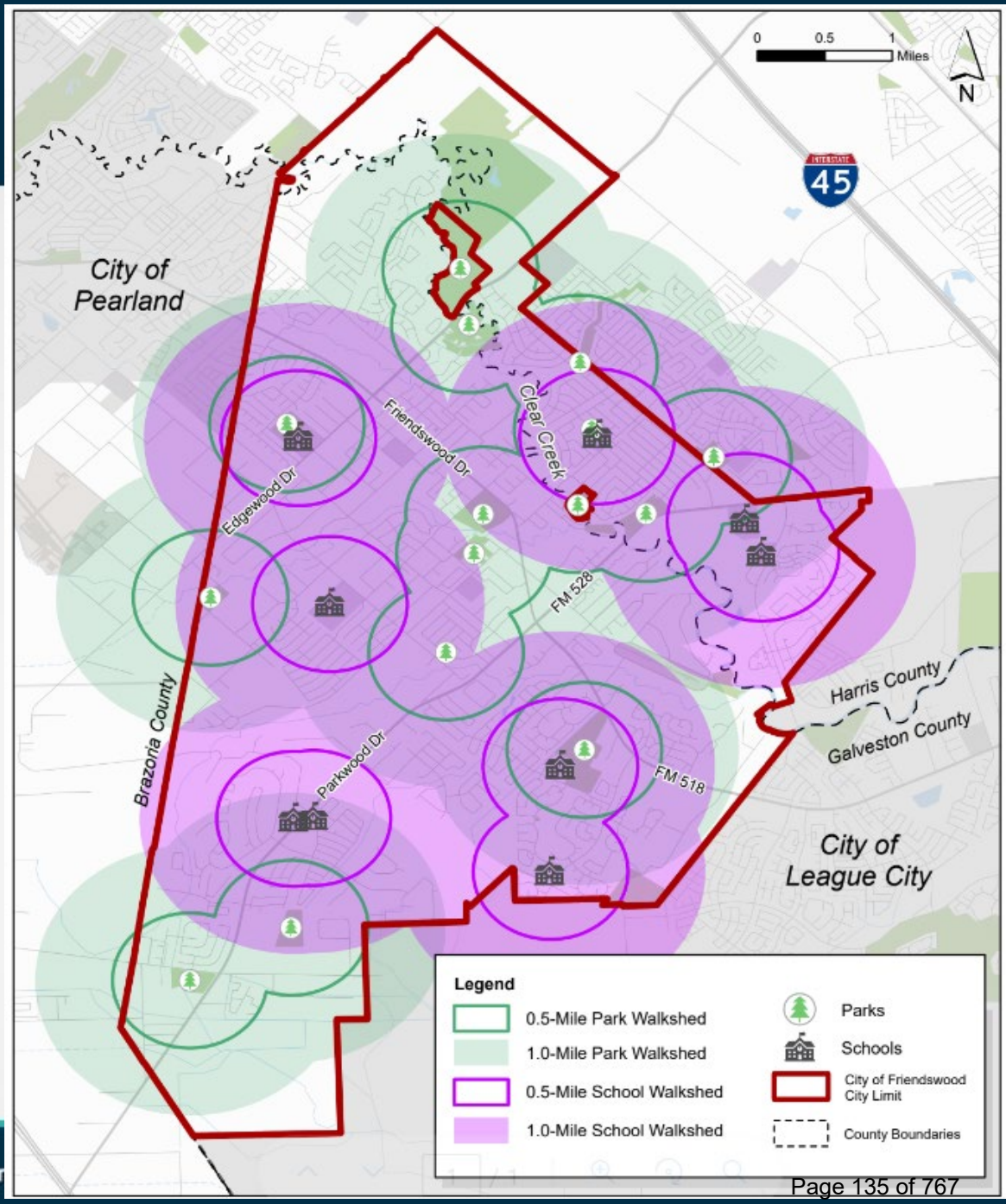
The Goodman Corporation
- Project Manager: Kristi Miller
- Deputy Project Manager: Madison Graham
- Subconsultants:

mend collaborative

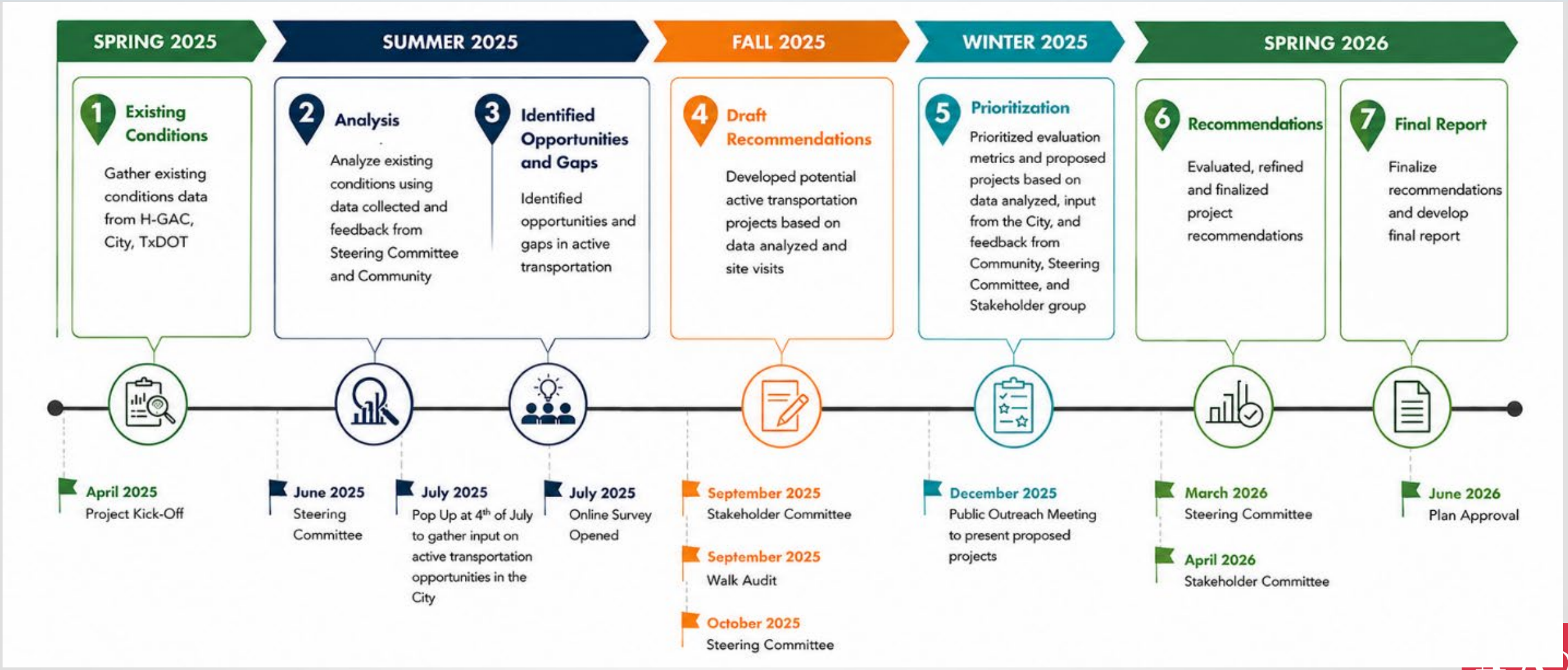
CASCADE CIVIL SERVICES, LLC

About the Active Transportation Plan

- Develop a Citywide Active Transportation Plan
- Establish safe, multimodal connections within the community for residents to enjoy walking, biking, or rolling across Friendswood
- Establish recommendations and a phased implementation strategy that will connect residents to their schools, parks, and other local destinations via an active transportation network



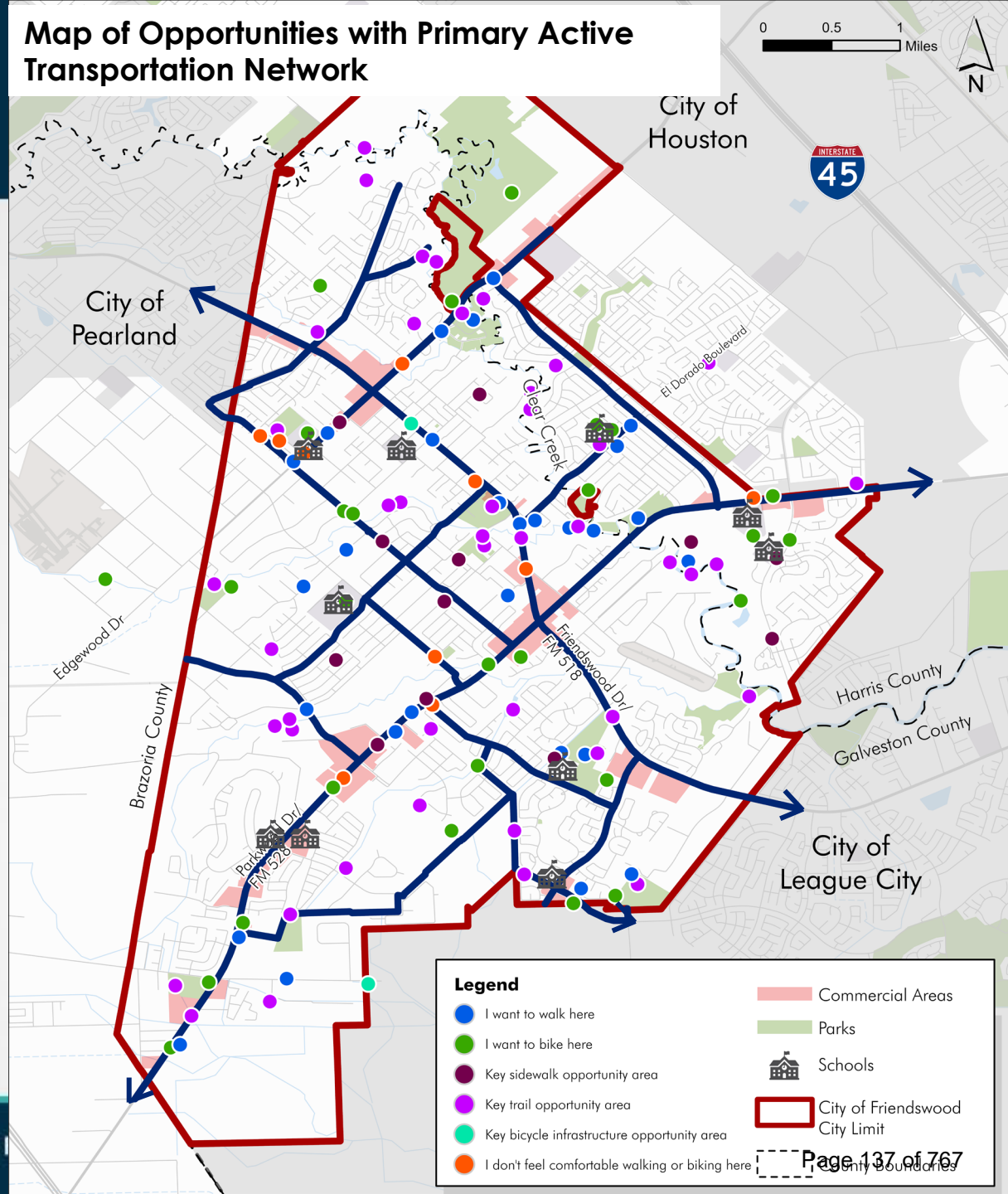
Project Timeline



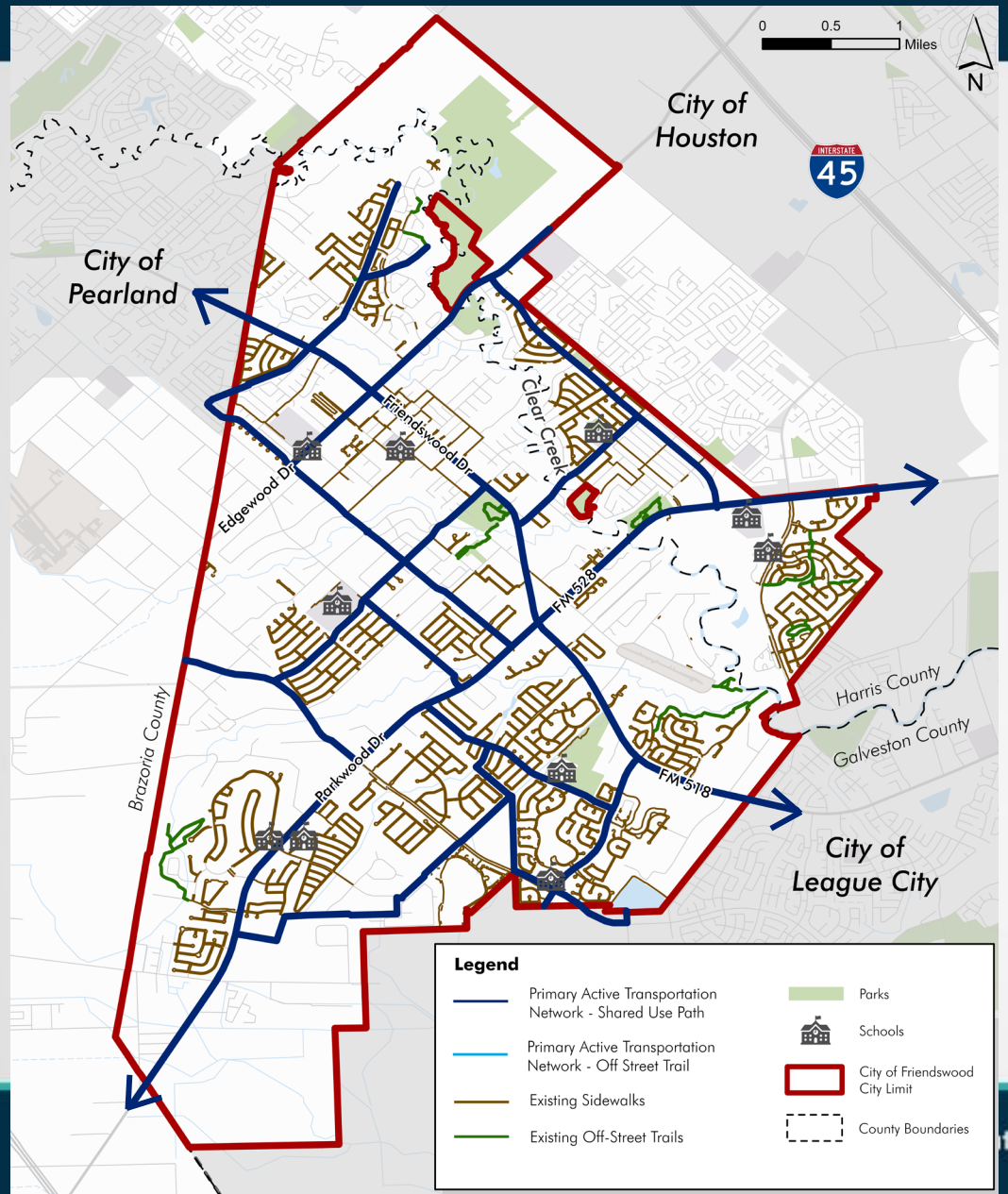
Opportunity Analysis

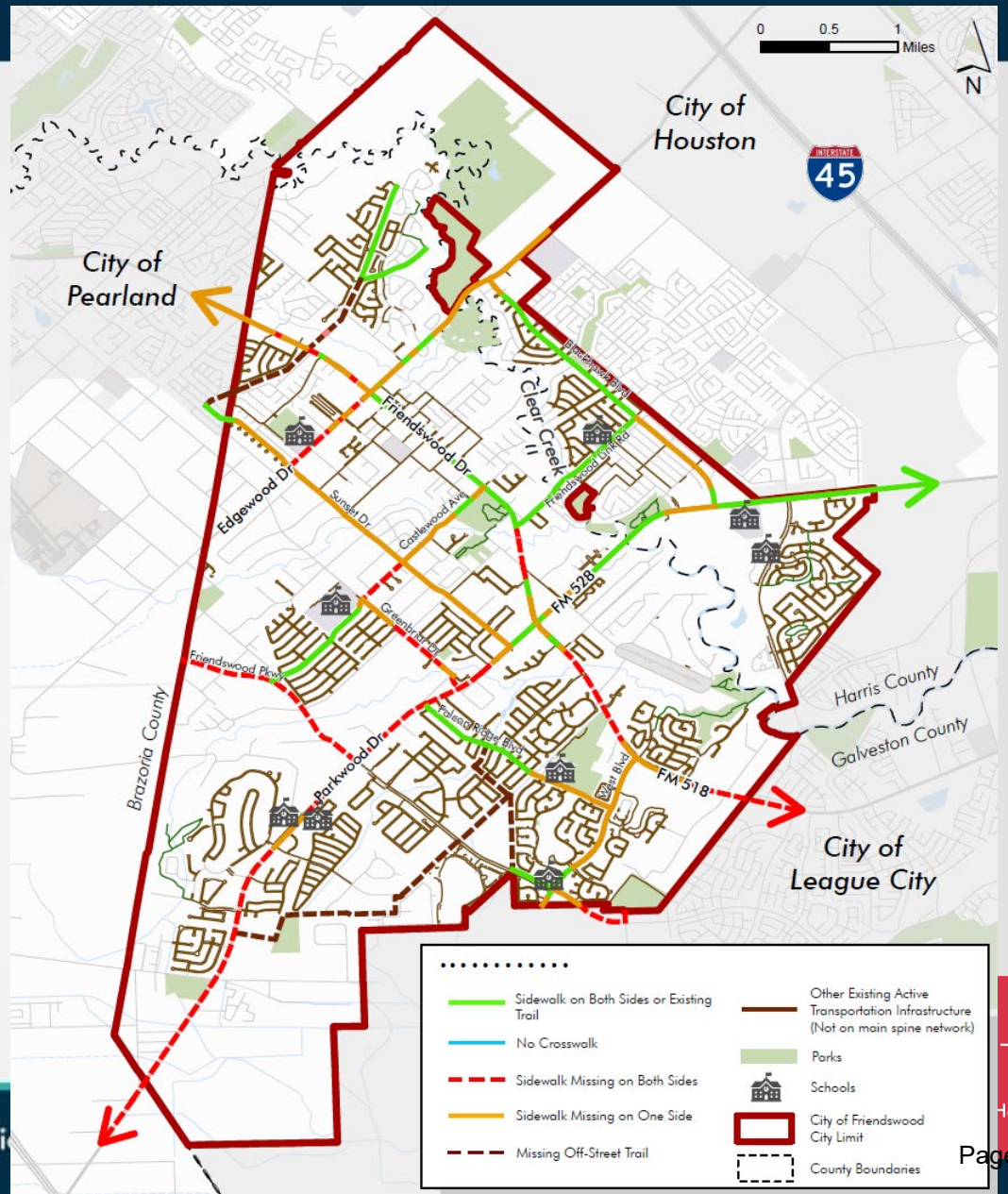


- Input from Community, Steering Committee, and Stakeholder Committee collected Summer/Fall 2025
- Results: 100+ Opportunities
  - 46: Locations for active transportation (walk, bike, trail)
  - 28: Areas where participants want to walk
  - 27: Areas where participants want to bike
  - 11: Areas where participants are uncomfortable using active transportation
- Reviewed these opportunities relative to schools, parks, commercial areas
- Created the **Primary Active Transportation Network** (shown in blue on the map)



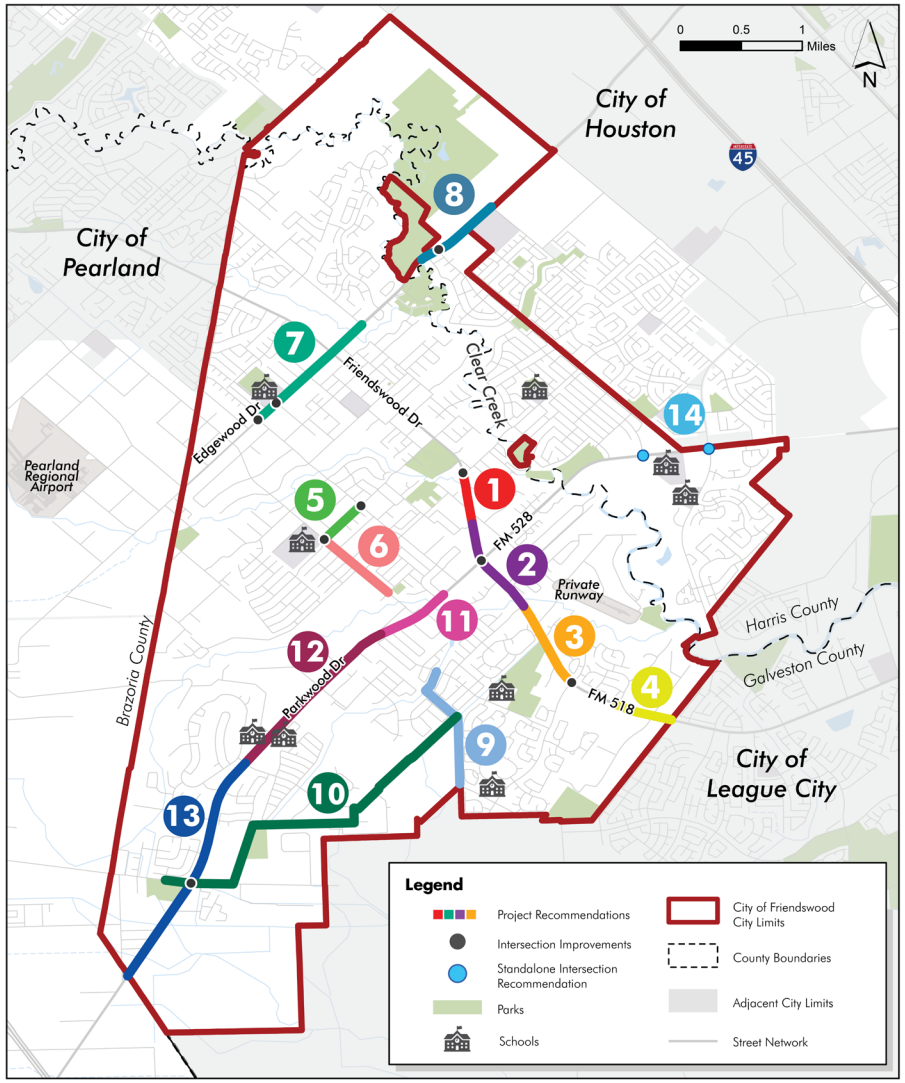
Primary Active Transportation Network & Gaps in Infrastructure





PATN Project Recommendations

Project Recommendations



THE GOODMAN CORPORATION

Friendswood Active Transportation Plan

1 FM 518 from Whispering Pines Avenue to Silverstone Drive
- Install pedestrian bridge on one side of the existing bridge
- Install sidewalk on the south side of the street on either side of the proposed pedestrian bridge
- Improve the intersection of FM 518 and Winding Way Ave

2 FM 518 from Silverstone Drive to Eagle Lakes Drive
- Install new sidewalks on both sides of the street
- Fill gaps in existing sidewalk network
- Install pedestrian bridge over Chigger Creek

3 FM 518 from Eagle Lakes Drive to West Boulevard
- Install new sidewalk on both sides of street
- Upgrade pedestrian crossing infrastructure at the intersection of FM 518 and West Boulevard

4 FM 518 from Ranch Drive to City Limits
- Install new sidewalk on both sides of street

5 Castlewood Avenue from just south of Greenbriar Avenue to Sunset Drive
- Install new sidewalk on north side of the street
- Improve pedestrian crossing infrastructure at the intersection of Castlewood Avenue and Sunset Drive

6 Greenbriar Avenue from Castlewood Avenue to Buckingham Drive
- Install sidewalk on both sides of street
- Improve pedestrian crossing infrastructure at the intersection of Castlewood Avenue and Greenbriar Drive

7 Edgewood Drive (FM 2351) from Sunset Drive to Melody Lane
- Install new sidewalks on at least one side of the street (north side), but preferably both sides
- Fill gaps in the existing sidewalk network
- Upgrade existing striped crosswalk at Garden Drive to a signalized HAWK midblock crosswalk signal
- Restripe pedestrian crosswalk at the intersection of Sunset Drive and Edgewood Drive

8 Edgewood Drive (FM 2351) from Hope Village Road to the entrance of Frankie Carter Randolph Park
- Install sidewalk on the north side of the street
- Improve pedestrian crossing infrastructure at the intersection of Edgewood Avenue and Blackhawk Boulevard

9 Off Street Trail 1: Easements from Falcon Ridge Drive to city limits (south of Friendswood Parkway)
- Install new shared use path (off street trail) through power line corridor

10 Off Street Trail 2: Easements from Eagle Lake Drive to FM 528
- Install new shared use path (off street trail)

11 FM 528 from Regency Court to Falcon Ridge Boulevard
- Install new sidewalk / shared use path on both sides on street
- Consider extending bike lane

12 FM 528 from Falcon Ridge Boulevard to San Joaquin Parkway
- Install new sidewalk / shared use path on both sides on street
- Consider extending bike lane

13 FM 528 from San Joaquin Parkway/ Cypress Point Drive to southern City Limit
- Install new sidewalk / shared use path on both sides on street
- Consider extending bike lane

14 Additional Intersection Improvements
- Intersection of FM 528 at Bay Area Boulevard
  - Restripe pedestrian crosswalks
  - Upgrade pedestrian crossing infrastructure
- Intersection of FM 528 at Blackhawk Boulevard
  - Restripe pedestrian crosswalks
  - Upgrade pedestrian crossing infrastructure
  - Add ADA accessible curb ramps

Houston-Galveston Area Council

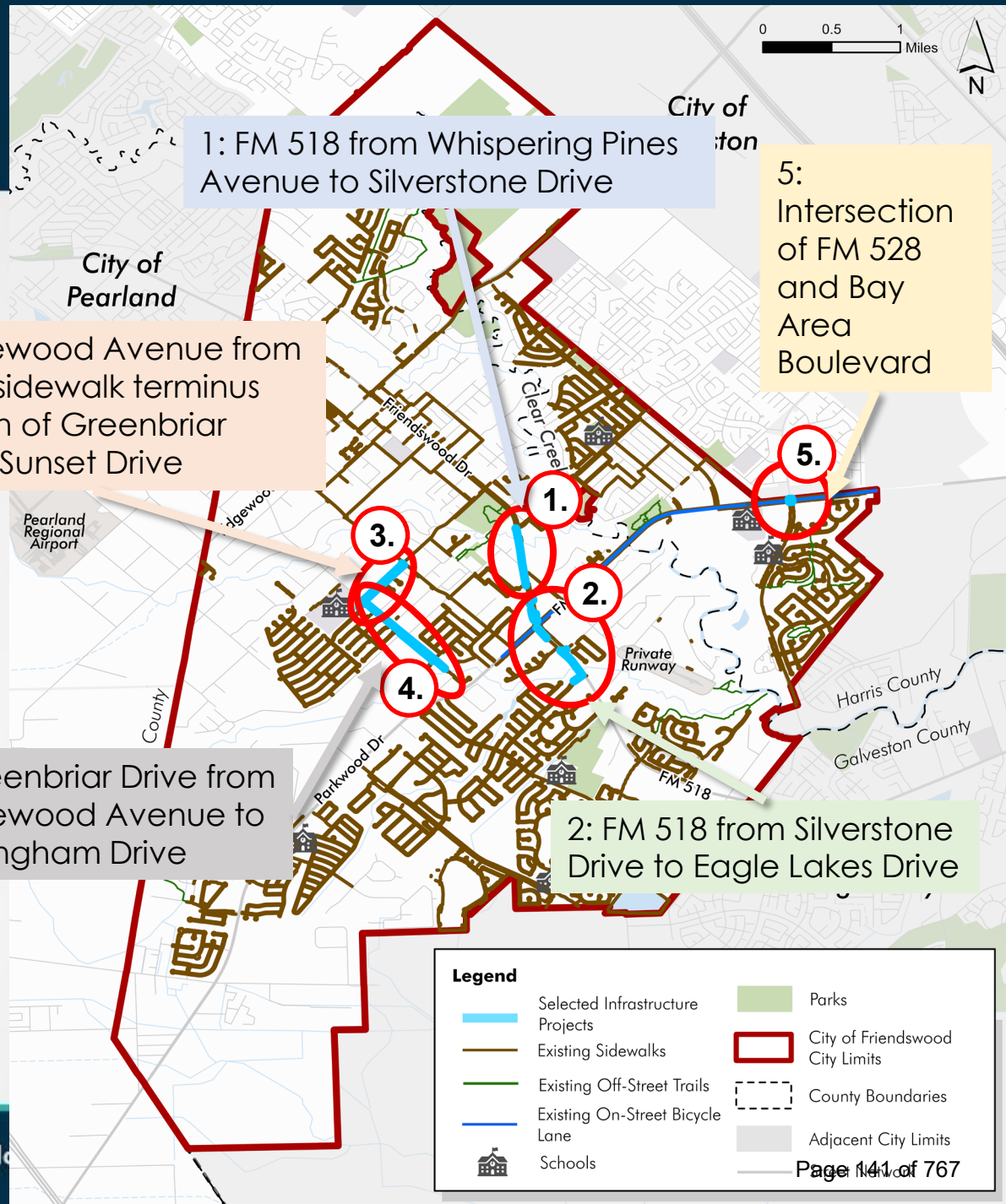
Needs-Based Analysis



- Data-driven process to evaluate infrastructure projects to determine what is needed most based on priorities selected
- Compares projects to each other
- 22 criteria across 6 weighted evaluation metrics
  - Connectivity – 29%
  - Safety – 25%
  - Mobility – 18%
  - Access – 16%
  - Public input – 9%
  - Environment – 3%

Selected Infrastructure Projects

- Selected 5 infrastructure projects for detailed development
  - Needs-based analysis is one component
  - Also incorporated feedback from H-GAC, City of Friendswood, and the community



Project 1: FM 518 from Whispering Pines Avenue to Silverstone Drive



Sidewalk gap infill on FM 518 between Whispering Pines and Silverstone Drive with pedestrian bridge over Cowart Creek and intersection improvements at FM 518/Winding Way.

- Project Length: 2,546 feet (0.5 miles)
- Facility Type: Sidewalk, Pedestrian Bridge, Intersection Improvements
- Estimated Construction Costs: $2.3 Million
- Estimated Duration/Timeline: 2-3 years
- Prioritization Score and Highlights:
  - Scored #1 overall in Needs-based Analysis
  - Scored #5 based on number of public comments
  - Ranked Top 5 for Safety, Mobility, Connectivity, and Access





Project 2: FM 518 from Silverstone Drive to Eagle Lakes Drive



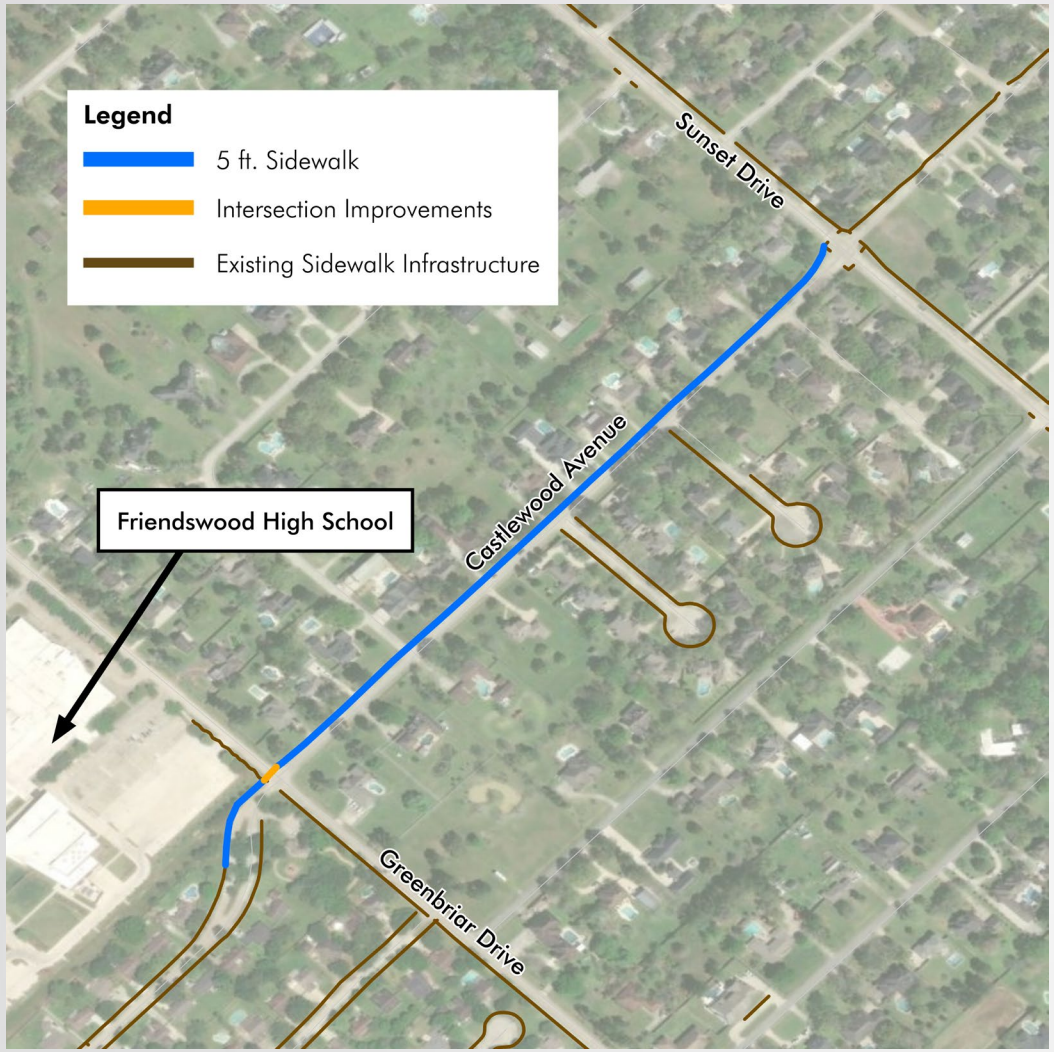
Sidewalk infill along FM 518 on primarily the south side of the street between Silverstone Drive and Eagle Lakes Drive, including a pedestrian bridge crossing Chigger Creek and intersection improvements at FM 518 and Leisure Lane and FM 518 at FM 528.

- Project Length: 2,950 feet
- Facility Type: Sidewalk, Pedestrian bridge, upgraded pedestrian crossing infrastructure
- Estimated Construction Costs: $2.2 Million
- Estimated Duration/Timeline: 2-3 years
- Prioritization Score and Highlights:
  - Ranked #1 for safety and top 5 for Mobility, Connectivity, and Environmental
  - Scored #2 of 15 in Needs-based Analysis
  - Scored #9 based on number of public comments
  - Scored just outside top 5 for access





Project 3: Castlewood Avenue from existing sidewalk terminus just south of Greenbriar Drive to Sunset Drive



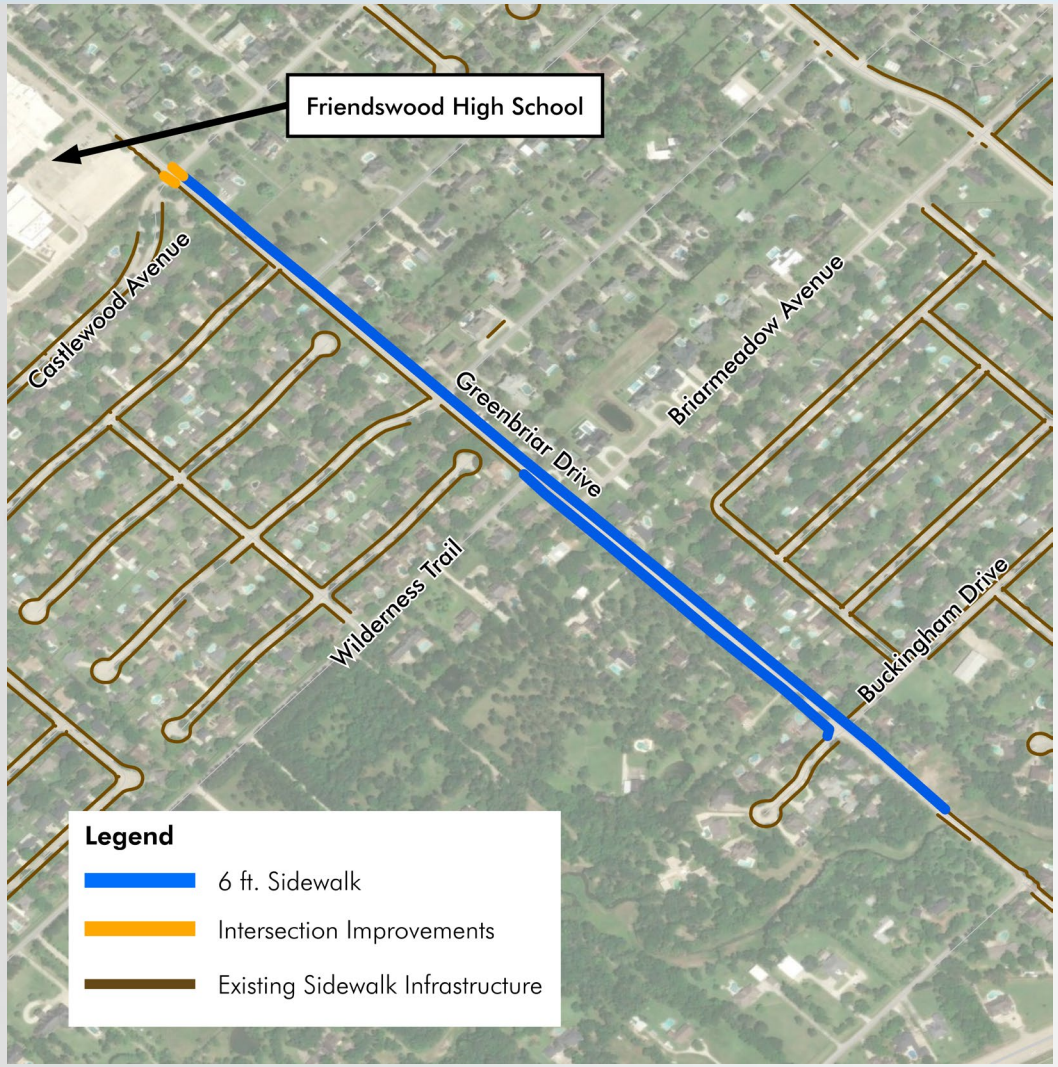
New sidewalk on north side of Castlewood Ave connecting Sunset Drive to Friendswood High School. The project includes high visibility crosswalks and upgraded curb ramps at the intersection with Greenbriar Drive.

- Project Length: 2,546 feet
- Facility Type: 5-foot sidewalk & upgraded crossing infrastructure
- Estimated Construction Costs: $500,000
- Estimated Duration/Timeline: 1-2 years
- Prioritization Score and Highlights:
  - Scored #1 based on number of public comments
  - Scored #11 of 15 in Needs-based Analysis
  - Ranked highest in environmental and mobility





Project 4: Greenbriar Drive from Castlewood Avenue to Buckingham Drive



New sidewalk on both sides of Greenbriar Drive from Castlewood Ave (Friendswood High School) to Buckingham Drive.

- Project Length: 3,800 feet
- Facility Type: Sidewalk
- Estimated Construction Costs: $1.3 Million
- Estimated Duration/Timeline: 1-2 years
- Prioritization Score and Highlights:
  - Scored #3 based on number of public comments
  - Scored #6 overall in Needs-based Analysis
  - Ranked highest in environmental and near median in other categories
  - Ranked lower on access





Project 5: Intersection of FM 528 and Bay Area Boulevard



Intersection improvements at FM 528 and Bay Area Boulevard, including upgraded ADA ramps at intersection corners, pedestrian refuge islands to shorten crossing distances (if possible), converting span wire to mast arm signal and improved pedestrian signal equipment.

- Facility Type: Intersection Safety Improvements
- Estimated Construction Costs: $1 Million
- Estimated Duration/Timeline: 12-18 months
- Prioritization Score and Highlights:
  - Scored #8 overall in Needs-based Analysis
  - Scored #8 based on number of public comments
  - Ranked highly for safety and environmental
  - Ranked lower for mobility





Sidewalk Gap Filling Program

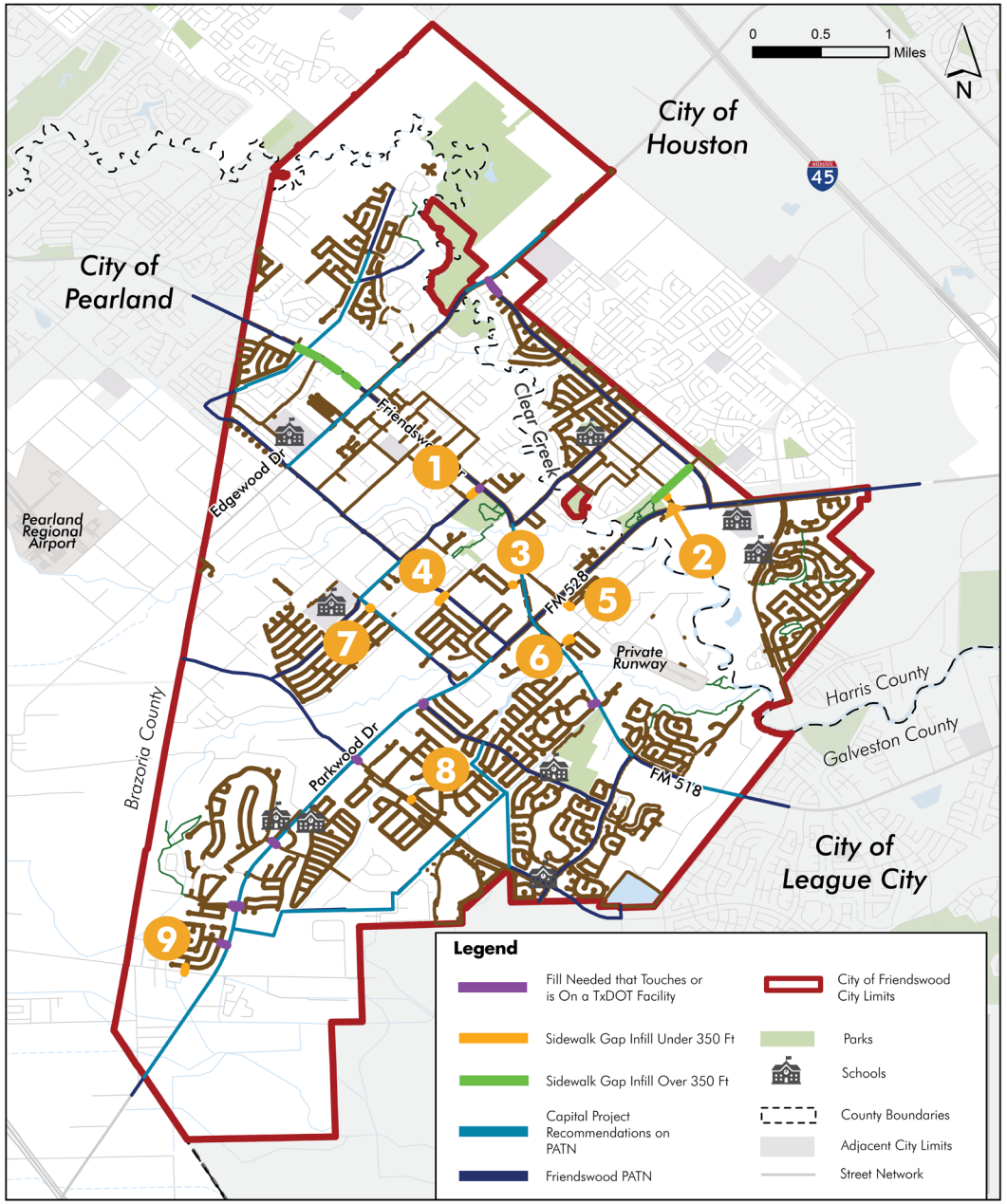
Several different sidewalk gaps were identified including:

- **Sidewalk Gap Fills on Local Streets under 350 Feet**
  - Fill needed to connect to the Primary Active Transportation Network – or streets that connect to the PATN
  - City-controlled streets
  - Connects to existing crossing infrastructure on TxDOT facilities
  - Focused efforts on "biggest bang for your buck" on the smallest fill sections
  - Under 350' – no significant engineering required

- **Sidewalk Gap Fills Adjacent to or on a TxDOT Facility**
  - Several gaps identified when the active transportation infrastructure along FM 528 is implemented
  - Any sidewalk gap fills that are along or touch a TxDOT facility

- **Sidewalk Gap Fills Over 350 Feet**
  - Sidewalk gap fills that are more standalone projects, greater than 350 feet (required more engineering and design)

Sidewalk Gap Filling Program



Sidewalk Gap Fills on Local Streets Under 350 Feet

1 Castlewood Drive

Length: 200ft.
North/west side of the street

- From existing sidewalk terminus near Cedarwood Avenue to existing sidewalk terminus near FM 518
- ROW/easement needed; utilities coordination; property owner coordination; potential tree relocation/removal



2 Townes Road

Length: 300ft.
North side of the street

- From existing sidewalk terminus (at multifamily internal street) to Laura Leigh Drive
- New curb ramp; property owner coordination (relocate/remove trees with ROW/ easement OR push curb out & remove on-street parking)



3 Silverstone Drive

Length: 60ft.
North side of the street

- From existing sidewalk terminus to existing sidewalk terminus
- ROW/easement needed; utilities coordination; neighborhood coordination (stone column at end of fence)



4 Briarmeadow Avenue

Length: 330ft.
West side of the street

- From Osborne Drive to Sunset Drive
- new curb ramp; ditch reshaping or piping needed



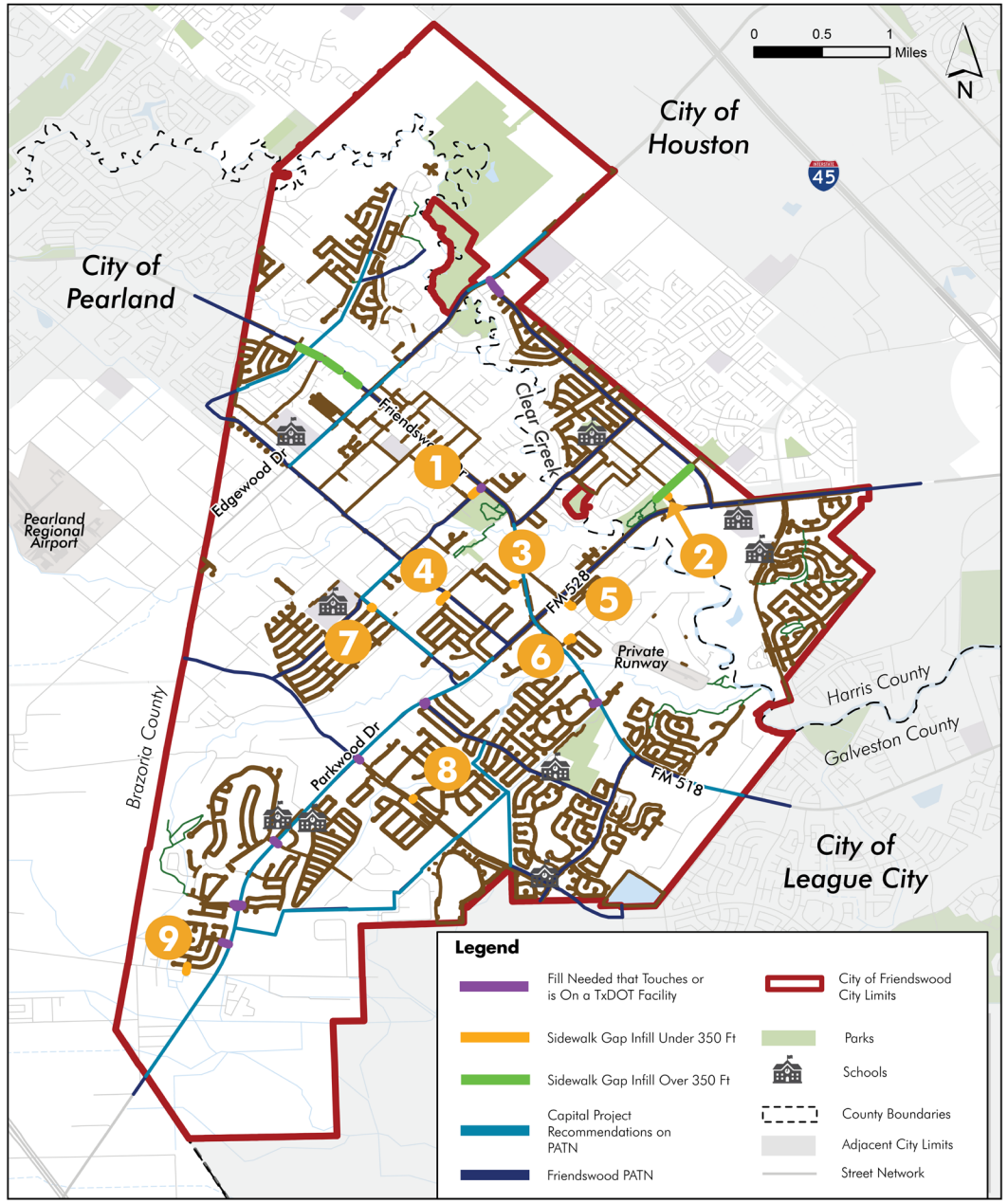
5 Winding Way Drive

Length: 200ft.
North/west side of the street

- From existing sidewalk terminus near Cedarwood Avenue to existing sidewalk terminus near FM 518
- ROW/easement needed; utilities coordination; property owner coordination; potential tree relocation/removal



Sidewalk Gap Filling Program



Sidewalk Gap Fills on Local Streets Under 350 Feet

6 Leisure Lane

Length: 130ft.
East side of the street

- From existing sidewalk terminus to Talon Drive
- New curb ramp; high-visibility crosswalk; ROW/ easement needed (sidewalk behind ditch)



8 Mossy Stone Drive

Length: 60ft.
East side of the street

- From existing sidewalk terminus to Friendswood Parkway
- Potential ROW/easement needed



7 Killarney Avenue

Length: 50ft.
North/west side of the street

- From existing sidewalk terminus to Greenbriar Drive
- Culverts to cross ditch

Length: 25ft.
South/east side of the street

- From existing sidewalk terminus to Greenbriar Drive
- Culverts to cross ditch



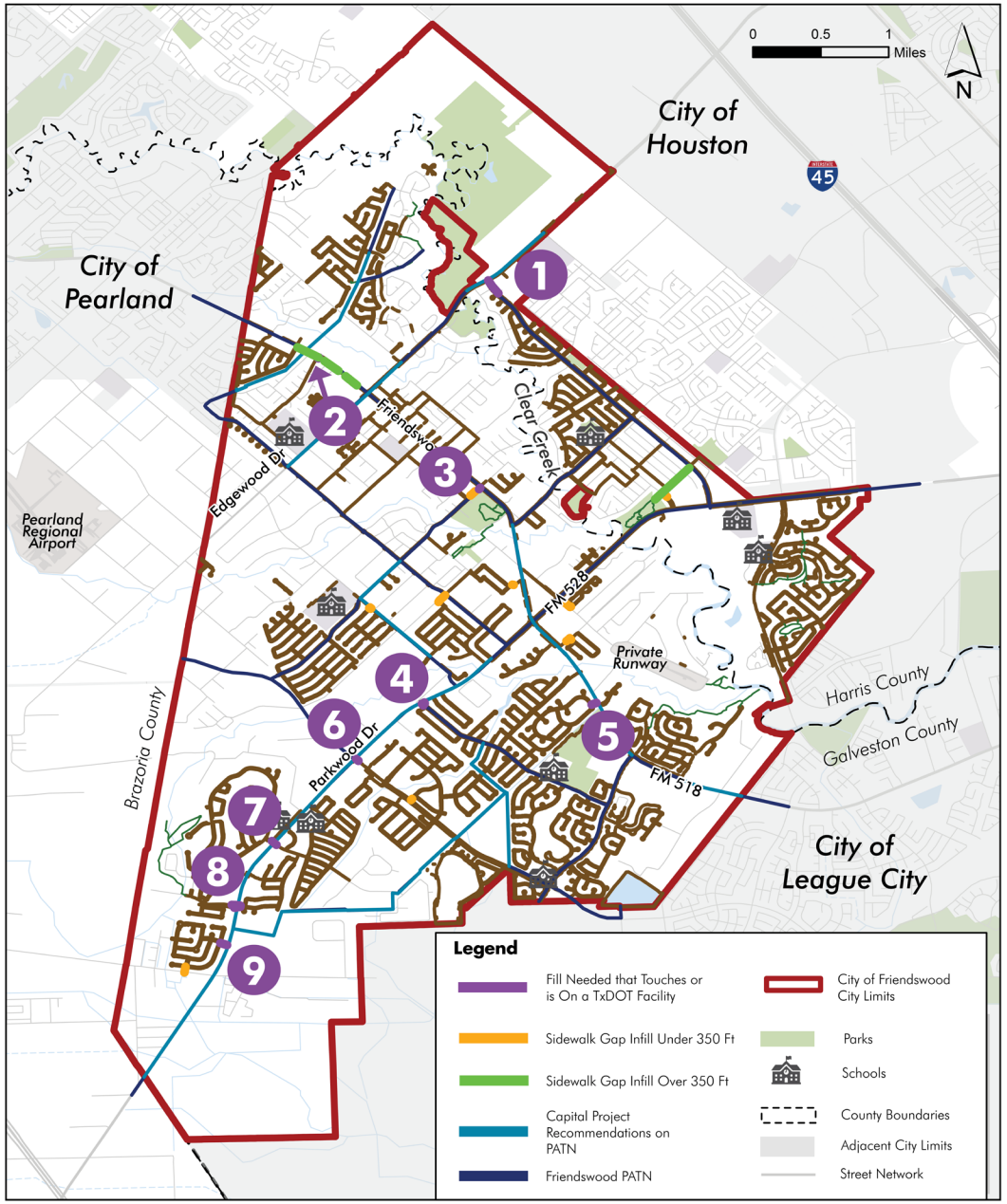
9 Crescent Drive

Length: 180ft.
West side of the street

- From existing sidewalk terminus to County Road 133
- Neighborhood coordination (landscaping)



Sidewalk Gap Filling Program



Sidewalk Gap Infill Adjacent to or on a TxDOT Facility

1 Blackhawk Boulevard

Length: 500ft.
East side of the street

- From Edgewood Avenue to existing sidewalk terminus
- New curb ramps; signal equipment relocation; streetlight relocation; City of Friendswood sign relocation



2 Mary Ann Drive

Length: 50ft.
East side of the street

- From existing sidewalk terminus to FM 518
- New curb ramp



3 Castlewood Avenue

Length: 80ft.
East/south side of the street

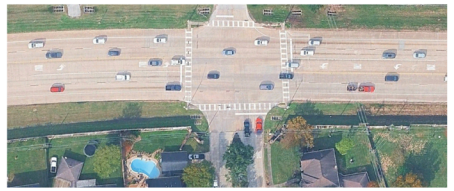
- From existing sidewalk terminus to FM 518
- New curb ramps; signal equipment relocation; tree stump removal



4 Falcon Ridge Boulevard

1. **Length: 40ft.**
   North side of the street
   - From existing sidewalk terminus to FM 528
   - New curb ramps; culverts to cross ditches; utilities coordination

2. **Length: 80ft.**
   South side of the street
   - From existing sidewalk terminus to FM 528
   - New curb ramps; culverts to cross ditches; utilities coordination; ROW/easement needed



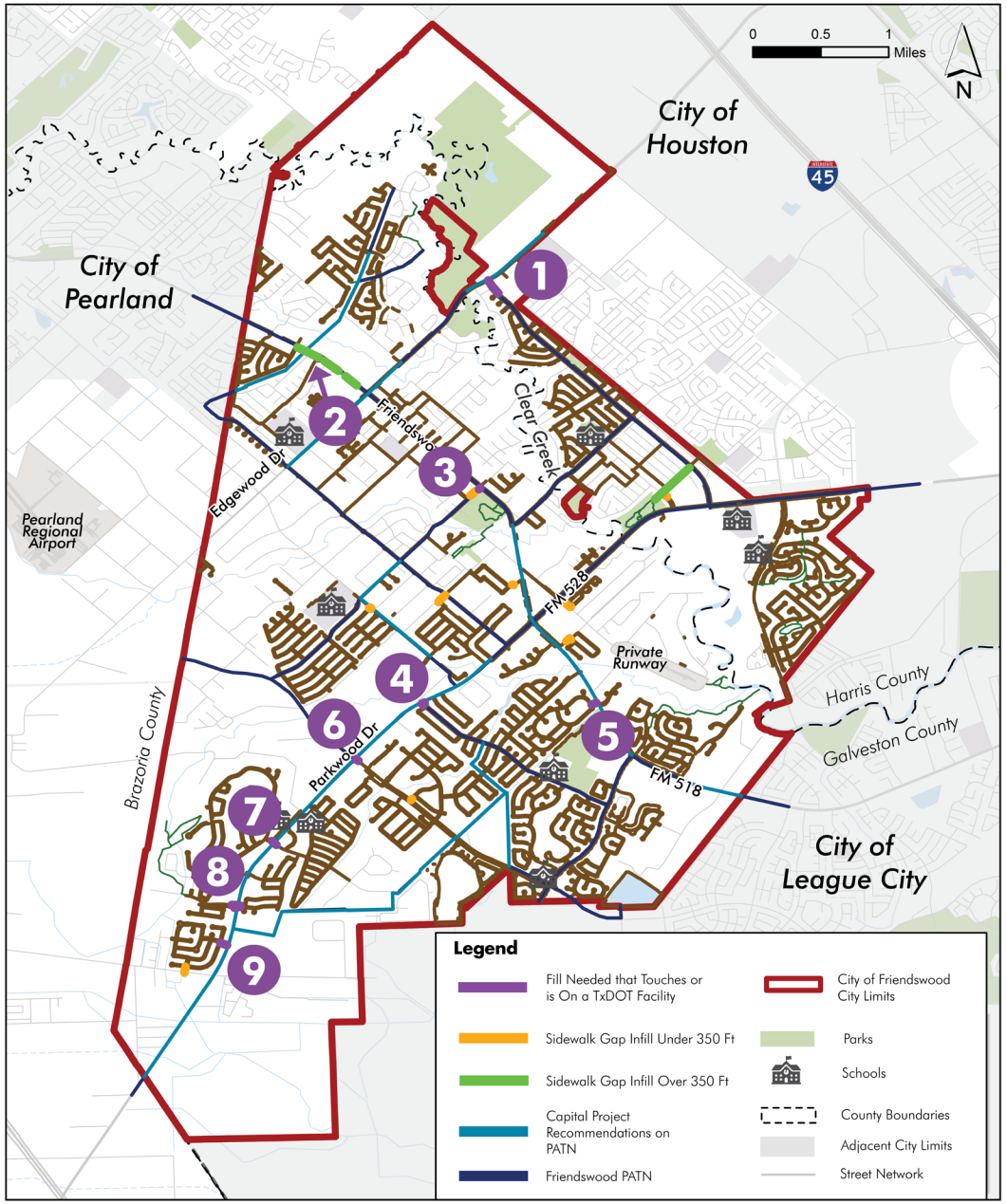
5 W Oak Drive

Length: 180ft.
East side of the street

- From existing sidewalk terminus to FM 518
- New curb ramps; streetlight relocation; coordination with neighborhood (landscaping)



Sidewalk Gap Filling Program



Sidewalk Gap Infill Adjacent to or on a TxDOT Facility

6 Friendswood Parkway

Length: 100ft.
North side of the street

- From existing sidewalk terminus to FM 528
- New curb ramps; streetlight relocation; utilities coordination



7 1. Cypress Point Drive

Length: 52ft.
North side of the street

- From existing sidewalk terminus to FM 528
- Culvert to cross ditch on Cypress Point Drive; modify existing slotted curb; coordination with neighborhood (Sunmeadow sign); utilities coordination

2. San Joaquin Parkway

Length: 46ft.
North side of the street

- From existing sidewalk terminus to FM 528
- Culvert to cross ditch on Cypress Point Drive; modify existing slotted curb; coordination with neighborhood (Sunmeadow sign); utilities coordination



8 Friendswood Trail

1. Length: 160ft.
North side of the street

- From existing sidewalk terminus to FM 528
- ROW/easement needed; high-visibility crosswalks; culverts to cross ditches; utilities coordination

2. Length: 60ft.
South side of the street

- From existing sidewalk terminus to FM 528
- ROW/easement needed; high-visibility crosswalks; culverts to cross ditches; utilities coordination



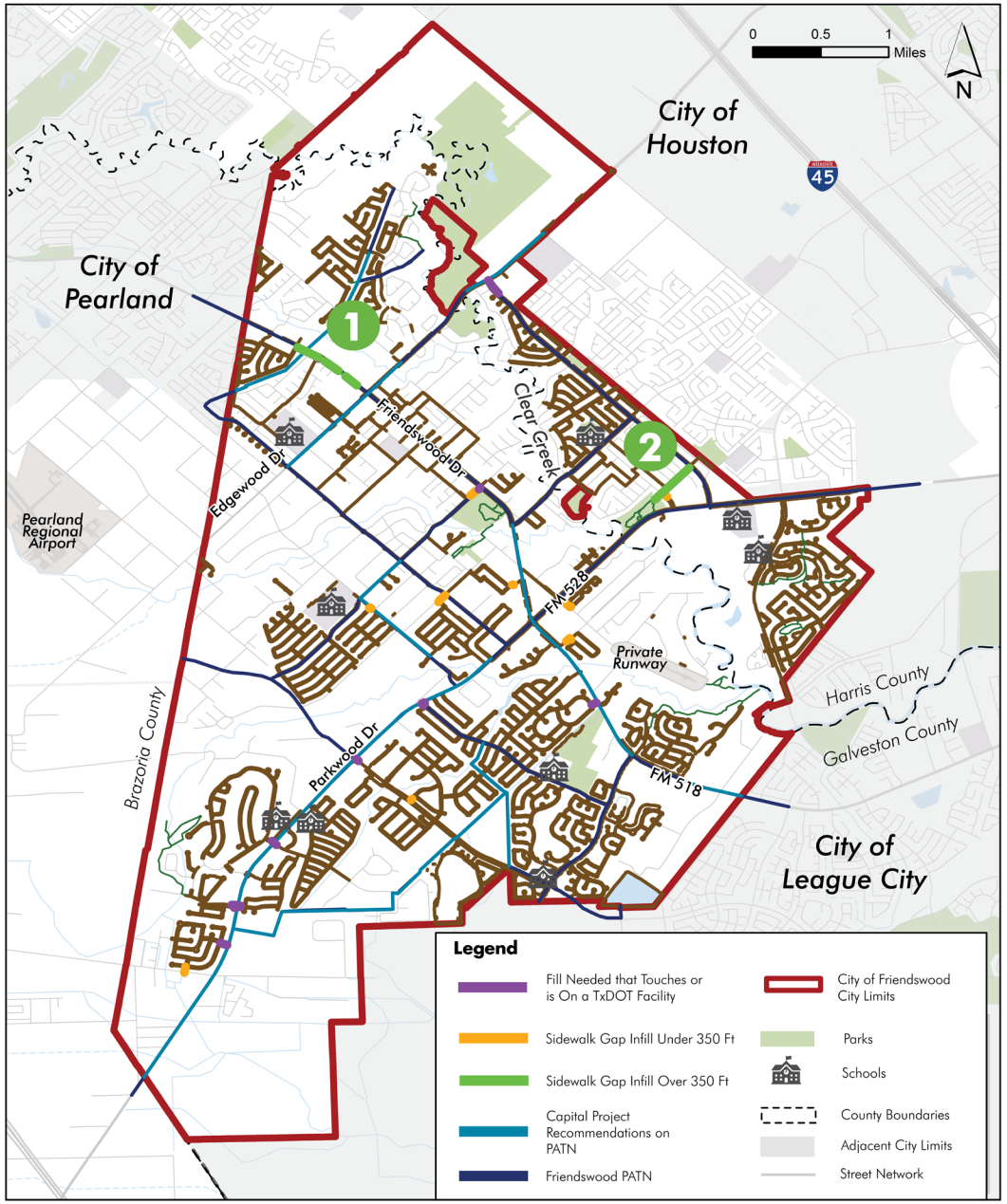
9 Championship Drive

Length: 220ft.
South side of the street

- From existing sidewalk terminus to FM 528
- ROW/easement needed; coordination with neighborhood (landscaping)



Sidewalk Gap Filling Program



Sidewalk Gap Infill Projects Over 350 Feet

1 FM 518/ N Friendswood Drive

South side of the street

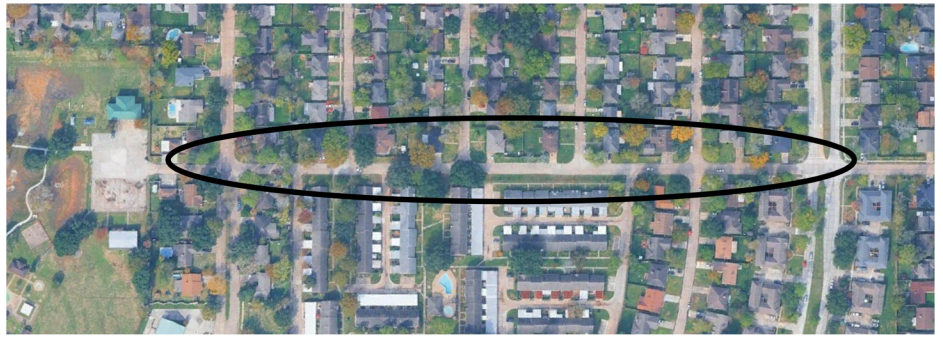
- ROW/easement needed (south of Annette Lane); new curb ramps; utility coordination
- **Segment 1:** Brandywyne Drive to Mary Ann Drive
- **Segment 2:** Existing sidewalk terminus near Annette Lane to existing sidewalk terminus near Lottie Lane
- **Segment 3:** Existing sidewalk terminus near Friendswood Methodist Church to existing sidewalk terminus near Gulf Shore Orthodontics



2 Laura Leigh Drive

Length: 1,500ft.
East side of the street

- From Forest Bend Park to Blackhawk Blvd.
- New curb ramps; streetlight relocation; utilities coordination; property owner coordination



Active Transportation Toolbox



- Shared Use Paths
- Trails



- Sidewalk
- Slotted Curb Sidewalk (e.g., Greenbriar Ave.)
- Striped on-street pedestrian facility (e.g., Garden Dr)



- Sharrows
- Bicycle Lanes
- Protected Bicycle Lanes



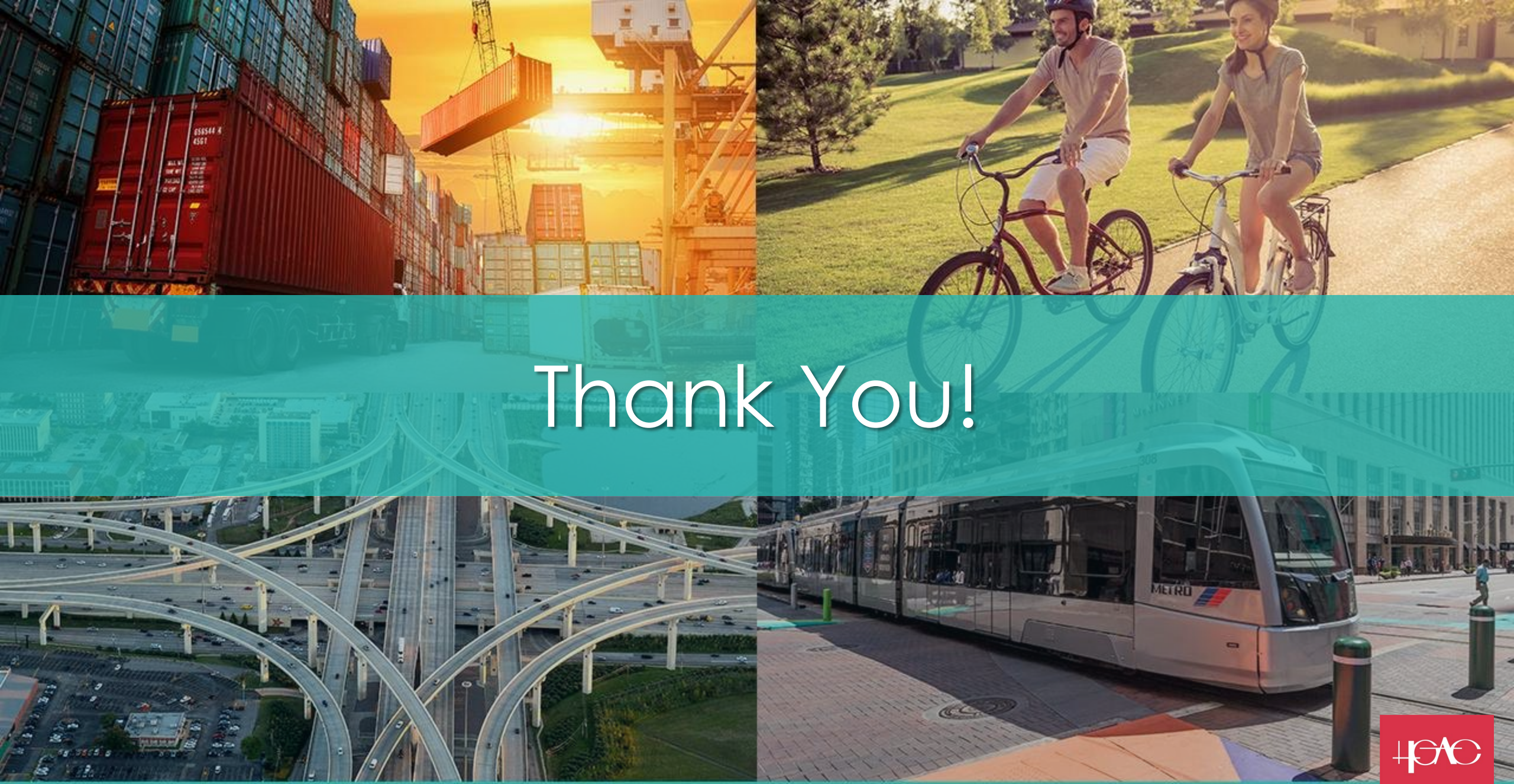
- Pedestrian Bridges
- Intersection Treatments

For More Information



Contact:

- **Qun Zhao, H-GAC Project Manager**
  Qun.Zhao@H-GAC.com
  832-681-2580
- **Rodney Sigua, H-GAC Deputy Project Manager**
  Rodney.Sigua@H-GAC.com
  713-993-4558



Thank You!

Regional Collaboration • Transportation Planning • Multimodal Mobility

Houston-Galveston Area Council

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/08/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution adopting the Houston-Galveston Area Council's Friendswood Active Transportation Plan.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Houston-Galveston Area Council (H-GAC) in partnership with the City of Friendswood has developed the Friendswood Active Transportation Plan (the "Plan") to help shape the future of the active transportation network in the City. The Plan identifies opportunities for safe, multimodal connections within the community for residents to enjoy walking, biking, or rolling across Friendswood. This planning effort involved community surveys as well as community, stakeholder and various committee meetings. The Plan proposes a phased implementation strategy that will connect residents of Friendswood to their schools, parks, religious and civic institutions, and other local destinations via an active transportation network.

This proposed resolution adopts the Plan, which will serve as a roadmap to guide short-term and long-term priorities for active transportation in Friendswood.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Adopt the Friendswood Active Transportation Plan
2. Exhibit A - FATP_Final Report_Final Draft 05202026 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE HOUSTON-GALVESTON AREA COUNCIL'S FRIENDSWOOD ACTIVE TRANSPORTATION PLAN; AND PROVIDING AN EFFECTIVE DATE.

****

WHEREAS, the Houston-Galveston Area Council, in partnership with the City of Friendswood, has developed the Friendswood Active Transportation Plan (the "Plan") to help shape the future of the active transportation network in the City; and

WHEREAS, the Plan identifies opportunities for safe, multimodal connections within the community for residents to enjoy walking, biking, or rolling across Friendswood; and

WHEREAS, this planning effort involved community surveys as well as community, stakeholder and various committee meetings; and

WHEREAS, the Plan proposes a phased implementation strategy that will connect residents of Friendswood to their schools, parks, religious and civic institutions, and other local destinations via an active transportation network; and

WHEREAS, the City Council of the City of Friendswood desires to adopt the Plan to serve as a roadmap to guide short-term and long-term priorities for active transportation in Friendswood; NOW THEREFORE,

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

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

Section 2. That the City Council of the City of Friendswood hereby adopts the Houston-Galveston Area Council's Friendswood Active Transportation Plan, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. 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 1st day of June, 2026.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

Friendswood Active Transportation Plan

DRAFT - May 20, 2026



Acknowledgments

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TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)

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Stakeholders

Group members include representatives from the following organizations:

Americans with Disabilities Act

Bicycle and pedestrian interest groups

Brazoria County

City of League City

City of Pearland

Friendswood Chamber of Commerce

Friendswood ISD

Friendswood Methodist Church

Friendswood Police Department

Galveston County Consolidated Drainage District

Galveston County Precinct 3

Galveston County Precinct 4

Harris County Flood Control District

Keep Friendswood Beautiful

Small businesses in Friendswood

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Executive Summary

The Houston-Galveston Area Council (H-GAC) and the City of Friendswood partnered to develop a City-wide Active Transportation Plan to help shape the future of the active transportation network in the community.

The study included public engagement to understand the challenges, opportunities, and priorities related to active transportation in Friendswood. To improve connectivity, efficiency, and safety, the study developed recommendations for active transportation projects that can be implemented by the City with strategic partnerships in the region to establish safe, multimodal connections within the community for residents and visitors to enjoy walking, biking, or rolling across Friendswood.

Recap of the Project Process

The Friendswood Active Transportation Plan was developed through a year-long planning process that began in spring 2025 and concluded in spring 2026. The project began with a review of the City's existing conditions. From there, a gap and opportunity analysis was completed and active transportation network established to determine recommendations. The preliminary draft recommendations were presented to the public in the winter of 2025 for prioritization. The Plan was developed in the spring of 2026, when the final recommendations and implementation strategy were completed. A timeline of the project is displayed in **Figure ES 1**.

Existing Conditions

The project team collected demographics data and created a series of maps to illustrate a variety of active transportation-related data, including demographic information, crash history and severity, existing sidewalk and trail networks, points of interest in the community, easement locations, health indicators, and the area's natural and built environment. Previous planning documents were reviewed so that recommendations align with prior planning efforts.

Analysis

Friendswood has approximately 200 miles of existing sidewalk in their city limits, one on-street bicycle lane along FM 528, and approximately 7.71 miles of off-street trails. Sidewalk coverage varies by neighborhood. Key barriers to active transportation include several creeks and drainage areas, which create crossing and connectivity challenges for pedestrians and bicyclists. Between 2020 – 2024, 85% of active transportation-related crashes occurred near key destinations (e.g., commercial corridors, grocery store parking lots, and schools). The most frequent contributing factor to crashes is driver behavior (e.g., failure to yield the right-of-way, driver inattention). The existing conditions revealed many opportunities for active transportation.

The existing infrastructure is disconnected, indicating there is a need for additional connectivity. Future population growth and demographic characteristics of the City indicate the need to accommodate a range of ages and abilities. This paves the way for opportunities to improve safety, improve connectivity, and reinforce healthy lifestyles.

The City of Friendswood is expected to continue growing through 2050, making active transportation infrastructure an increasingly important community and infrastructure asset for residents, employees, and visitors.



Figure ES 1. *Project Timeline*

Identified Opportunities and Gaps

The public and stakeholders were asked to document various active transportation opportunities in Friendswood, indicating where they would like to walk or bike, or areas where they felt unsafe to walk or bike. These opportunities were aggregated and reviewed to develop the draft Primary Active Transportation Network (PATN). A gap analysis was performed along the PATN to determine gaps in infrastructure that needed to be filled to complete the network.

Project Development and Draft Recommendations

The opportunity and gap analysis helped determine, refine, and establish 14 project recommendations along the PATN as well as 20 sidewalk infill segments that connect to the PATN. Additionally, several non-infrastructure recommendations were developed to help streamline city policy to support active transportation infrastructure development.

Prioritization

The project team developed a prioritization tool to support the recommendations. A data-driven needs-based analysis was conducted to determine project need based on 22 criteria across six weighted evaluation metrics (connectivity, safety, mobility, access, environmental factors, and public input). The results of the needs-based analysis were used as inputs to determine the final project recommendations.

The community was also asked to help prioritize the project recommendations by selecting their top five projects out of the 14 recommendations.

The final project prioritization was determined through a combination of the needs-based analysis, input from the City of Friendswood and H-GAC, and input from the community and stakeholders.

Final Recommendations

Five projects were selected for detailed development, including scope, preliminary cost estimates, engineering considerations potential funding partners, and key implementation steps.

A matrix was developed to group projects into packages that can be implemented together. For each package, the implementation matrix identifies specific action, potential funding partners and estimated timeframe.

Engagement and Schedule of Events

Efforts included:

- Three steering committee meetings (June 25, 2025; October 1, 2025; and March 10, 2026)
- Two stakeholder committee meetings (September 4, 2025 and April 7, 2026)
- Pop Up Event: identify opportunities for active transportation
- Walk Audit
- Project Website
- Two Online Surveys and interactive map
    - July – August 2025: asked about the main reasons people use active transportation and the ease of using modes of active transportation in Friendswood.
    - Dec 2025 – Jan 2026: mirrored in-person engagement event enabling those who were unable to attend the opportunity to select project recommendations.
- Public Meeting: the project team engaged with approximately 50 community members at the event. Participants had the opportunity to:
    - Rank evaluation metrics
    - Review and provide feedback on the PATN
    - Prioritize proposed projects

Online survey: Participants shared the types of active transportation they use, their reasons for walking, biking, or rolling, and how easy or difficult these activities feel in Friendswood. They also identified barriers such as safety concerns or lack of infrastructure and suggested improvements to make active transportation more comfortable and accessible. Some insights from the survey include:

- 213 responses to the Friendswood Community Survey (61% of respondents live in Friendswood)
- Main reasons for choosing active transportation: good for health, enjoy the outdoors, connect with community (e.g., walking children to school, walking dogs)
- Many find it difficult to walk / bike in Friendswood
- 54% of respondents find it difficult to walk, run, or jog
- 72% of respondents find it difficult to "roll" (e.g., bicycle, scooter, rollerblades, e-bikes)

Pop Up: The project team was able to gather feedback on areas of the community where residents wanted new active transportation infrastructure, including areas where they did not feel safe to walk or bike today. Overall, the project team engaged with approximately 60 community members and collected input through a tabletop mapping activity.

Recommendations and Implementation

Table ES 1. *Priority Projects (From PATN)*

Project Rank	Project Name	Project Limits
1	FM 518	From Whispering Pines Avenue to Silverstone Drive
2	FM 518	From Silverstone Drive to Eagle Lakes Drive
3	Castlewood Avenue Sidewalk	From just south of Greenbriar Drive at the existing sidewalk terminus to Sunset Drive
4	Greenbriar Drive Sidewalk	From Castlewood Avenue to just east of Buckingham Drive
5	Intersection of FM 528 and Bay Area Boulevard	Intersection of FM 528 and Bay Area Boulevard

Table ES 2. *Sidewalk Gaps on Local Streets Under 350 Feet*

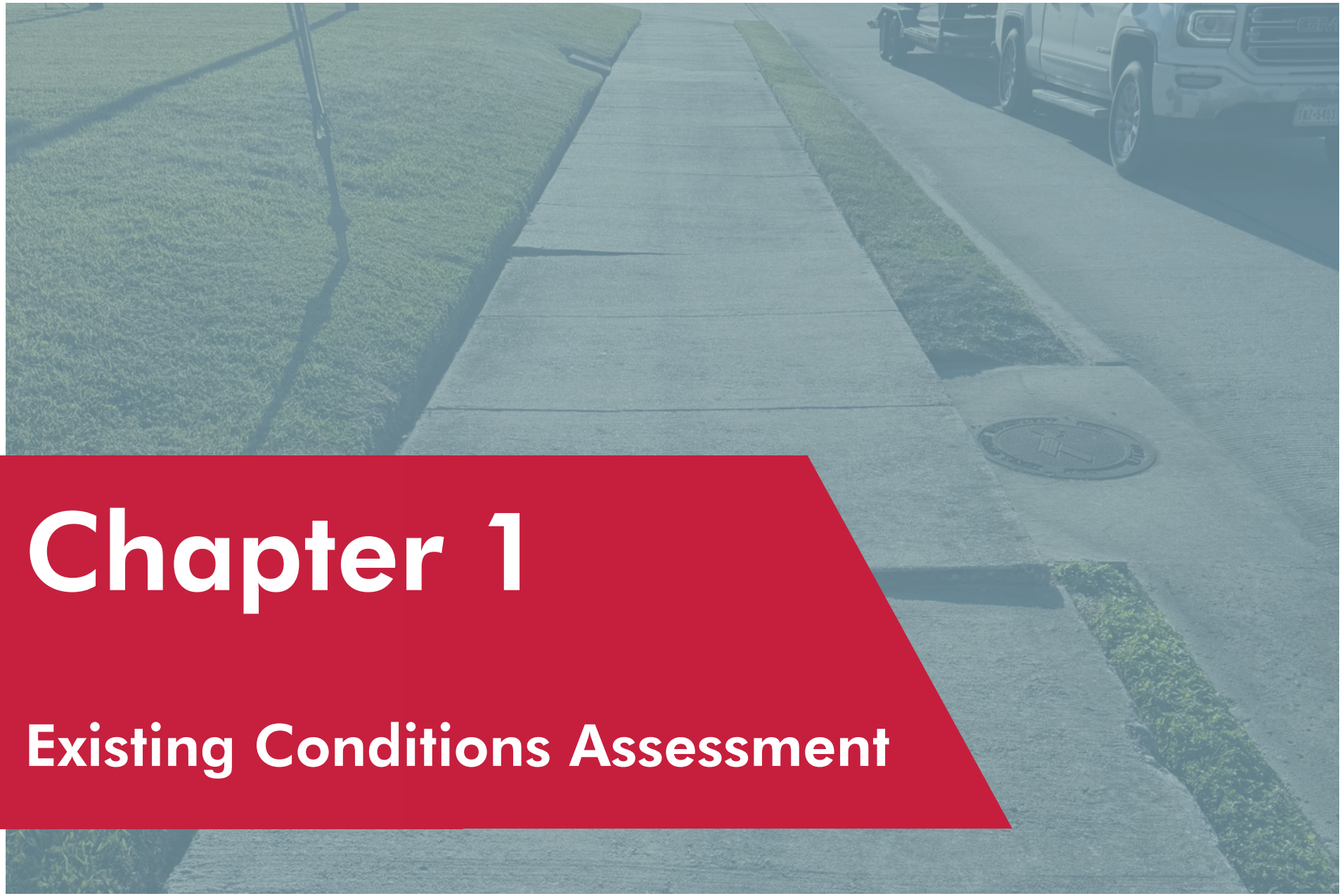
No.	Project Name	Project Length	Project Limits
1	Castlewood Avenue	200 ft.	From existing sidewalk terminus near Cedarwood Avenue to existing sidewalk terminus near FM 518
2	Townes Road	300 ft.	From existing sidewalk terminus (at multifamily internal street) to Laura Leigh Drive
3	Silverstone Drive	60 ft.	From existing sidewalk terminus to existing sidewalk terminus
4	Briarmeadow Avenue	330 ft.	From Osborne Drive to Sunset Drive
5	Winding Way Drive	200 ft.	From existing sidewalk terminus near Cedarwood Avenue to existing sidewalk terminus near FM 518
6	Leisure Lane	130 ft.	From existing sidewalk terminus to Talon Drive
7	Killarney Avenue	50 ft.	From existing sidewalk terminus to Greenbriar Drive
		25 ft.	From existing sidewalk terminus to Greenbriar Drive
8	Mossy Stone Drive	60 ft.	From existing sidewalk terminus to Friendswood Parkway
9	Crescent Drive	180 ft.	From existing sidewalk terminus to County Road 133

Table ES 3. *Sidewalk Gaps that are on or Adjacent to a TxDOT Facility*

No.	Project Name	Project Length	Project Limits
1	Blackhawk Boulevard	500 ft.	From Edgewood Avenue to existing sidewalk terminus
2	Mary Ann Drive	50 ft.	From existing sidewalk terminus to FM 518
3	Castlewood Avenue	80 ft.	From existing sidewalk terminus to FM 518
4	Falcon Ridge Boulevard	40 ft.	From existing sidewalk terminus to FM 528
		80 ft.	From existing sidewalk terminus to FM 528
5	W Oak Drive	180 ft.	From existing sidewalk terminus to FM 518
6	Friendswood Parkway	100 ft.	From existing sidewalk terminus to FM 528
7	Cypress Point Drive	50 ft.	From existing sidewalk terminus to FM 528
	San Joaquin Parkway	50 ft.	From existing sidewalk terminus to FM 528
8	Friendswood Trail	160 ft.	From existing sidewalk terminus to FM 528
		60 ft.	From existing sidewalk terminus to FM 528
9	Championship Drive	220 ft.	From existing sidewalk terminus to FM 528

Table ES 4. *Sidewalk Gaps that are Over 350 Feet*

No.	Project Name	Project Length	Project Limits
1	FM 518/N Friendswood Drive	Multiple Segments	• Segment 1: Brandywyne Drive to Mary Ann Drive • Segment 2: Existing sidewalk terminus near Annette Lane to existing sidewalk terminus near Lottie Lane • Segment 3: Existing sidewalk terminus near Friendswood Methodist Church to existing sidewalk terminus near Gulf Shore Orthodontics
2	Laura Leigh Drive	1,500 feet	From Forest Bend Park to Blackhawk Blvd.



Chapter 1

Existing Conditions Assessment

Chapter 1: Existing Conditions Assessment

Introduction and Plan Context

The City of Friendswood is a suburban community located southeast of the City of Houston and is in both Harris and Galveston counties. The city is mostly within Galveston County and is just south of Interstate 45 (I-45). **Figure 1** displays Friendswood in relation to the broader Houston region.

The City of Friendswood was founded in 1895 by a modest agricultural settlement of Quakers. The City was incorporated in 1960 and has evolved into a thriving suburban community over the decades.

According to the city's website, the community boasts well-maintained neighborhoods and a strong sense of civic pride that continues to attract families and professionals alike.
Students in the community attend schools in Clear Creek Independent School District (CCISD) and Friendswood ISD, both highly ranked school districts in Texas, making it an attractive community for families of school-aged children.

Figure 2 shows the study area boundary, city limits of the City of Friendswood and surrounding communities, schools, and parks, both important local destinations to connect to by walking, biking, or rolling.

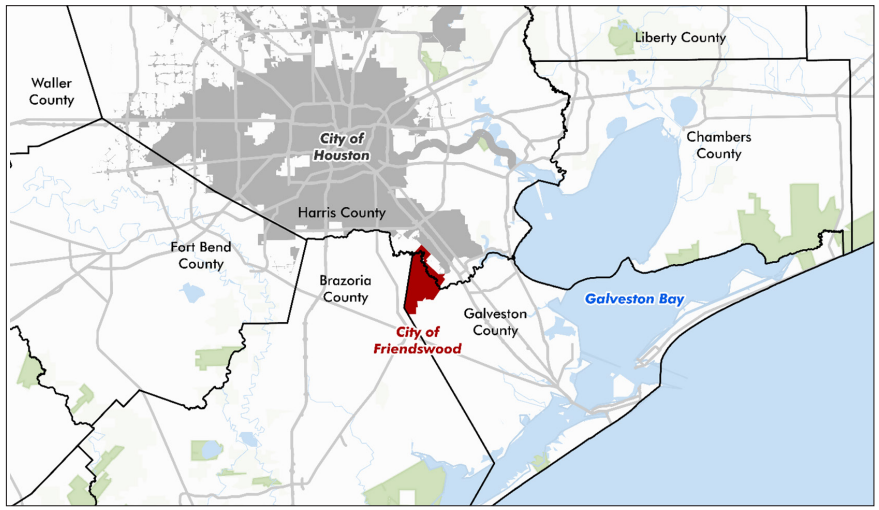


Figure 1. *Friendswood Location Map*

City of Friendswood

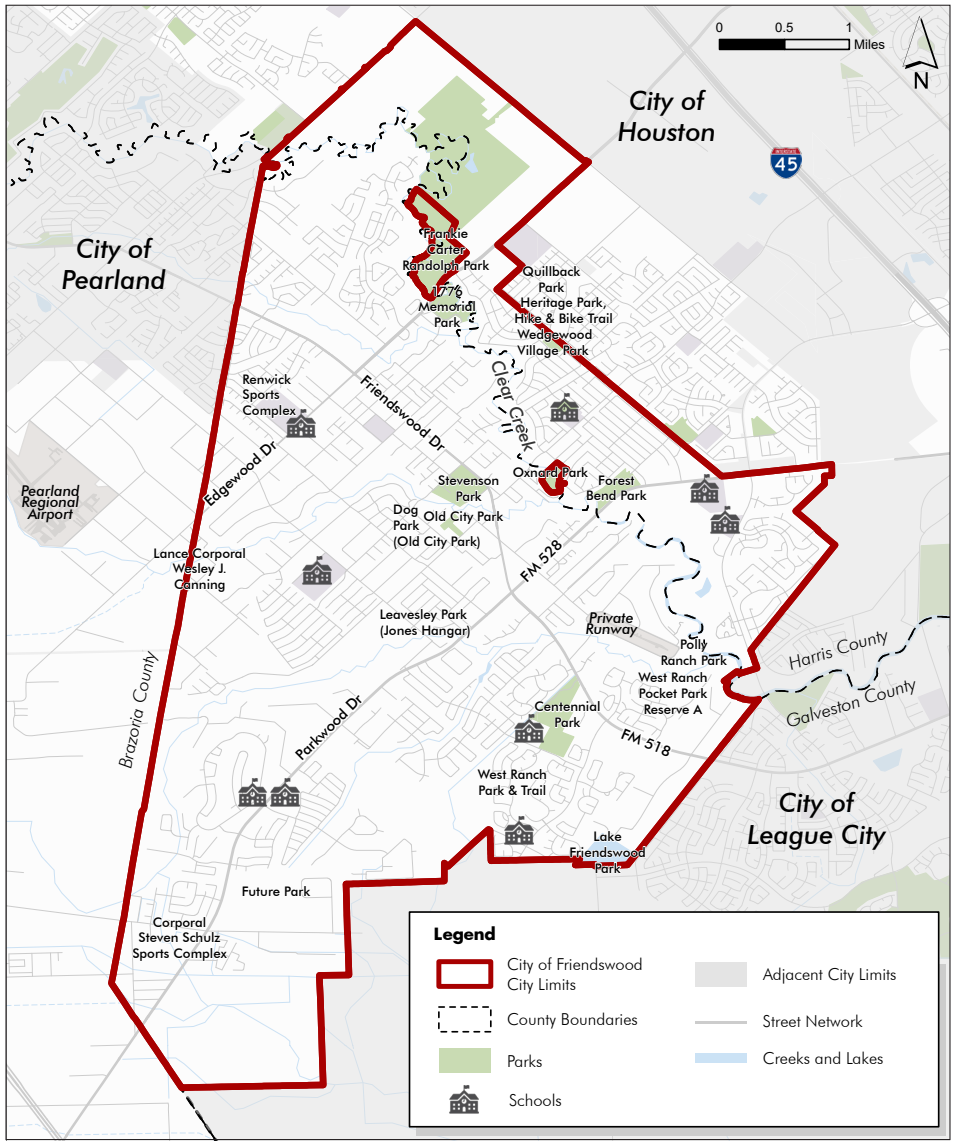


Figure 2. *Friendswood City Limit Map*

Friendswood Today

As of 2025, Friendswood has a population estimate of 42,051, and is expected to grow to almost 50,000 by 2050 as shown in **Figure 3**.

Table 1 provides a demographic snapshot of the City of Friendswood compared to neighboring cities, counties, and regional benchmarks. Friendswood stands out with high median household income levels, high homeownership rates, and larger household sizes.

As shown in **Figure 4**, Friendswood's age and gender distribution is relatively balanced, with lower shares of adults aged 24 - 44, and higher shares of adults over 65, and higher shares of children age 19 and under than the statewide average.

The City also exhibits high levels of educational attainment, shown in **Figure 5**, with over 80% of residents holding at least some college education, including 31% with a bachelor's degree and 19% with a graduate degree.

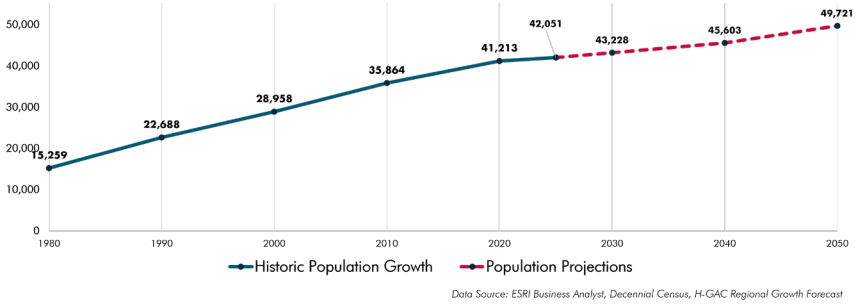


Figure 3. *Historic Growth and Population Forecast*

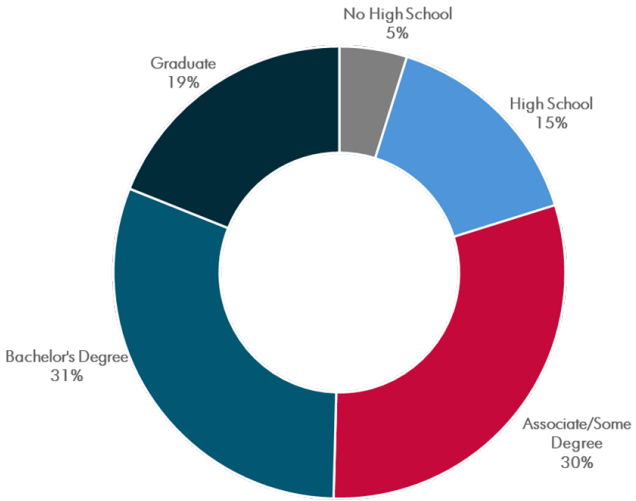


Figure 5. *Educational Attainment*

Table 1. *Friendswood and Comparison Geographies' Demographic Statistics*

	Median Age	Average Household Size	Median Income	% of Population Under 18	% of Population over 65	% Owner-Occupied	Average Commute Times in Minutes (one way)
City of Friendswood	39.7	2.85	$125,470	27.8%	15.8%	76.9%	28.8
City of Pearland	36.5	2.88	$112,470	27.8%	12.0%	76.6%	33.5
City of League City	37.7	2.67	$119,870	26.4%	12.4%	74.4%	29.8
Galveston County	38.5	2.52	$85,348	23.9%	15.3%	67.5%	27.7
Harris County	34.4	2.73	$73,104	26.1%	11.4%	54.8%	29
H-GAC Region	35.4	2.87	$89,163	26.2%	12.6%	61.0%	32
State of Texas	35.9	2.70	$76,292	24.7%	13.8%	63.0%	26.7

Data Source: ACS 2019 – 2023 Five-Year Estimates

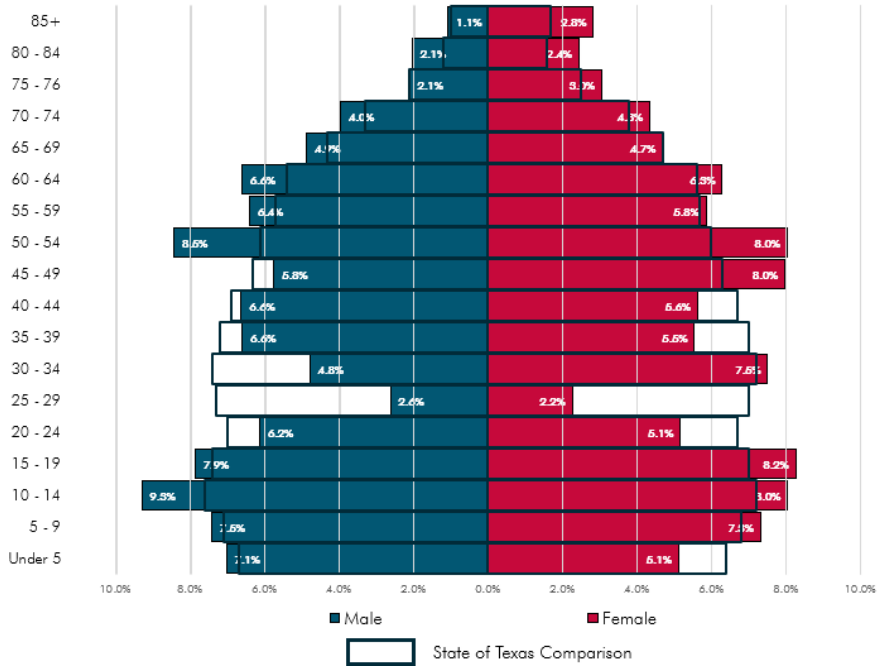


Figure 4. *Age Distribution*

Several public health factors were evaluated, such as general health status, physical activity, mobility disability, and high cholesterol. Neighborhoods in northern and central Friendswood report worse general health and lower levels of physical activity, which are illustrated in **Figure 6**. High cholesterol rates are common across the city, as shown in **Figure 7**, reinforcing the need for environments that support heart-healthy lifestyles. **Figure 8** displays the City's general health status by census block groups. Friendswood's residents generally report better overall health than those in surrounding communities, but disparities do exist across the city.

Figure 9 shows the mobility disability rates by block group across the community. The same areas that report lower general health status and lower levels of physical activity also have a higher prevalence of mobility-related disabilities, with the highest rates found in central Friendswood.

For residents who use mobility aids or do not drive, accessible walking and rolling infrastructure, such as smooth sidewalks, curb ramps, and safe crossings, is essential to ensure everyone can benefit from a connected and inclusive transportation network.

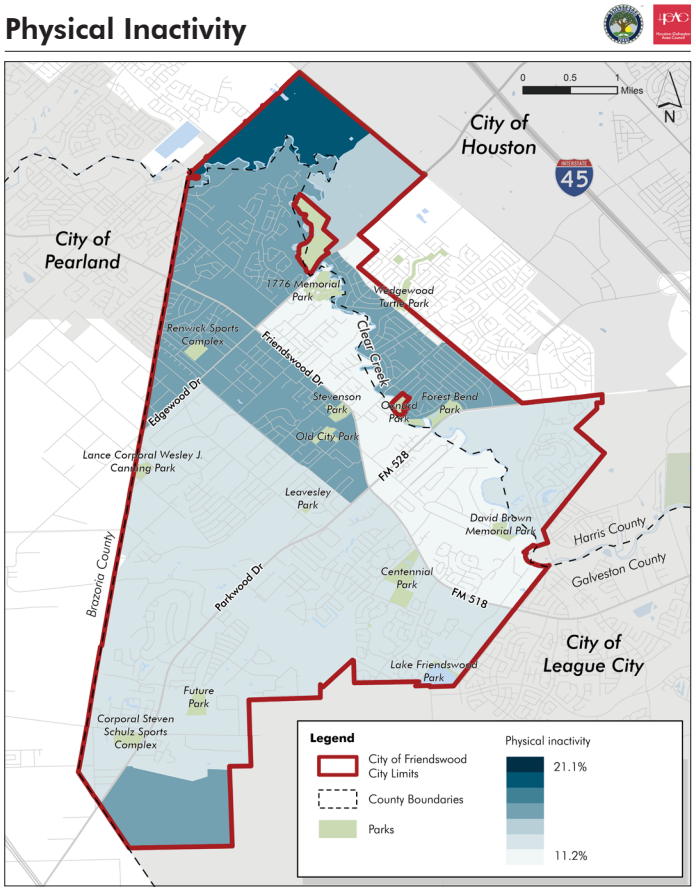


Figure 6. *Physical Inactivity by Block Group*

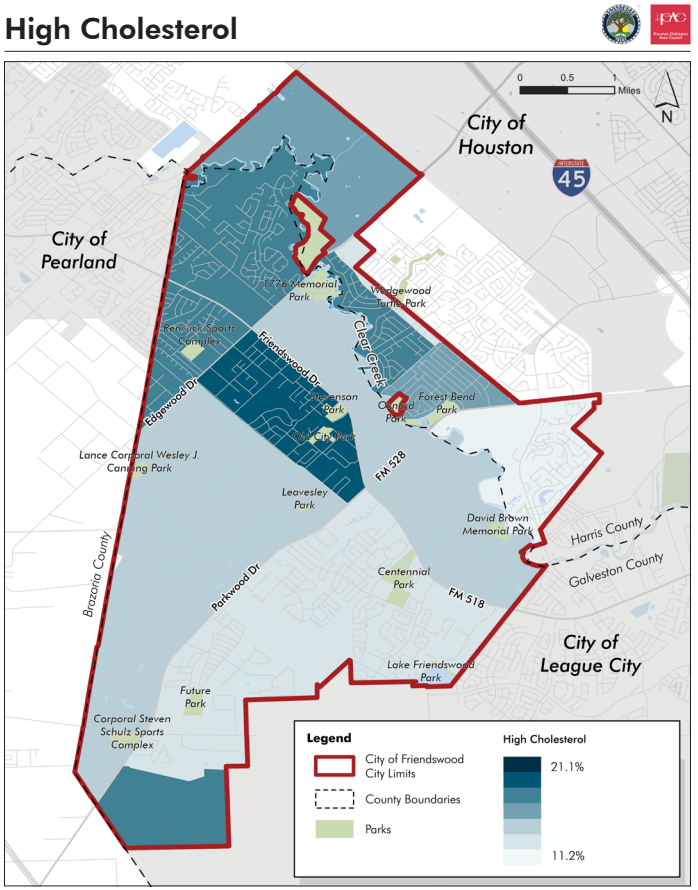


Figure 7. *High Cholesterol Rates by Block Group*

General Health Status

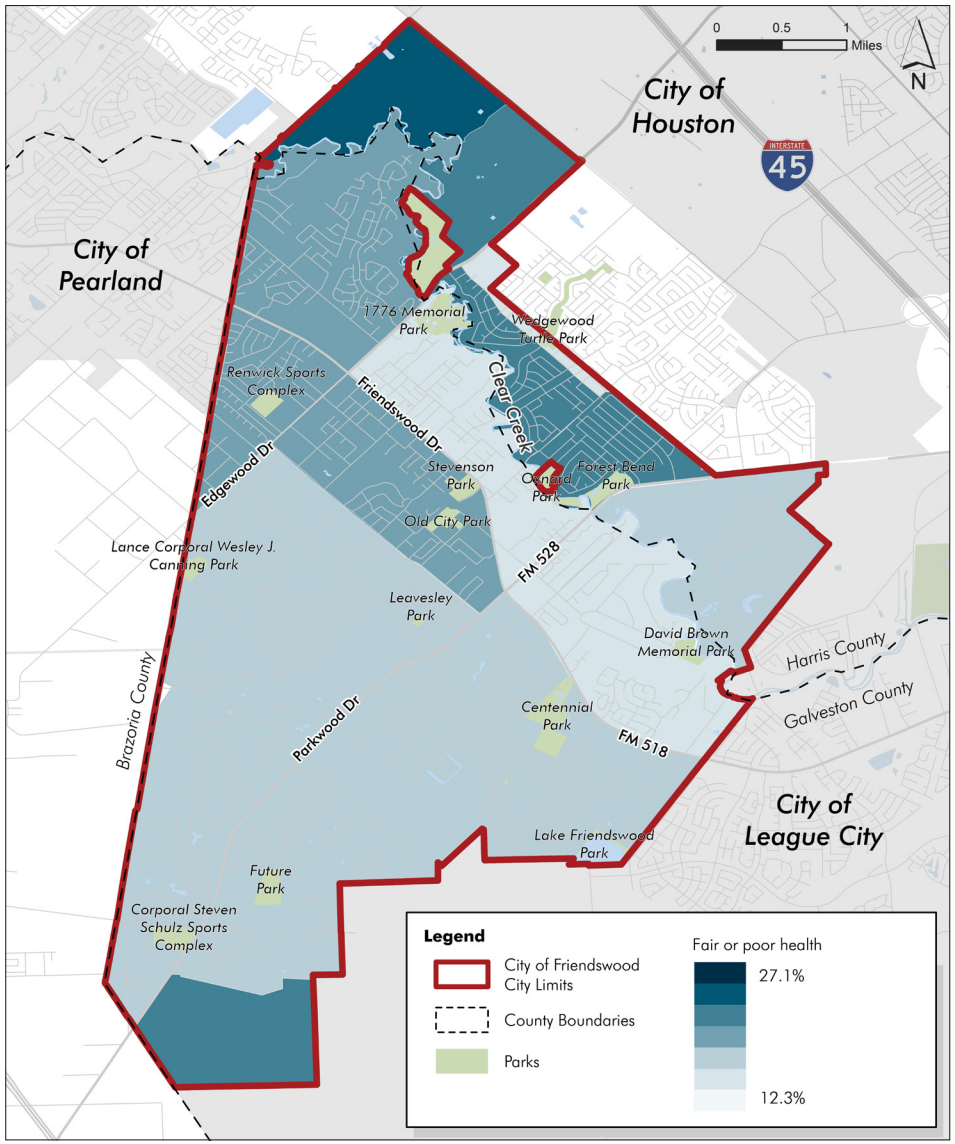


Figure 8. *General Health Status by Block Group*

Mobility Disability

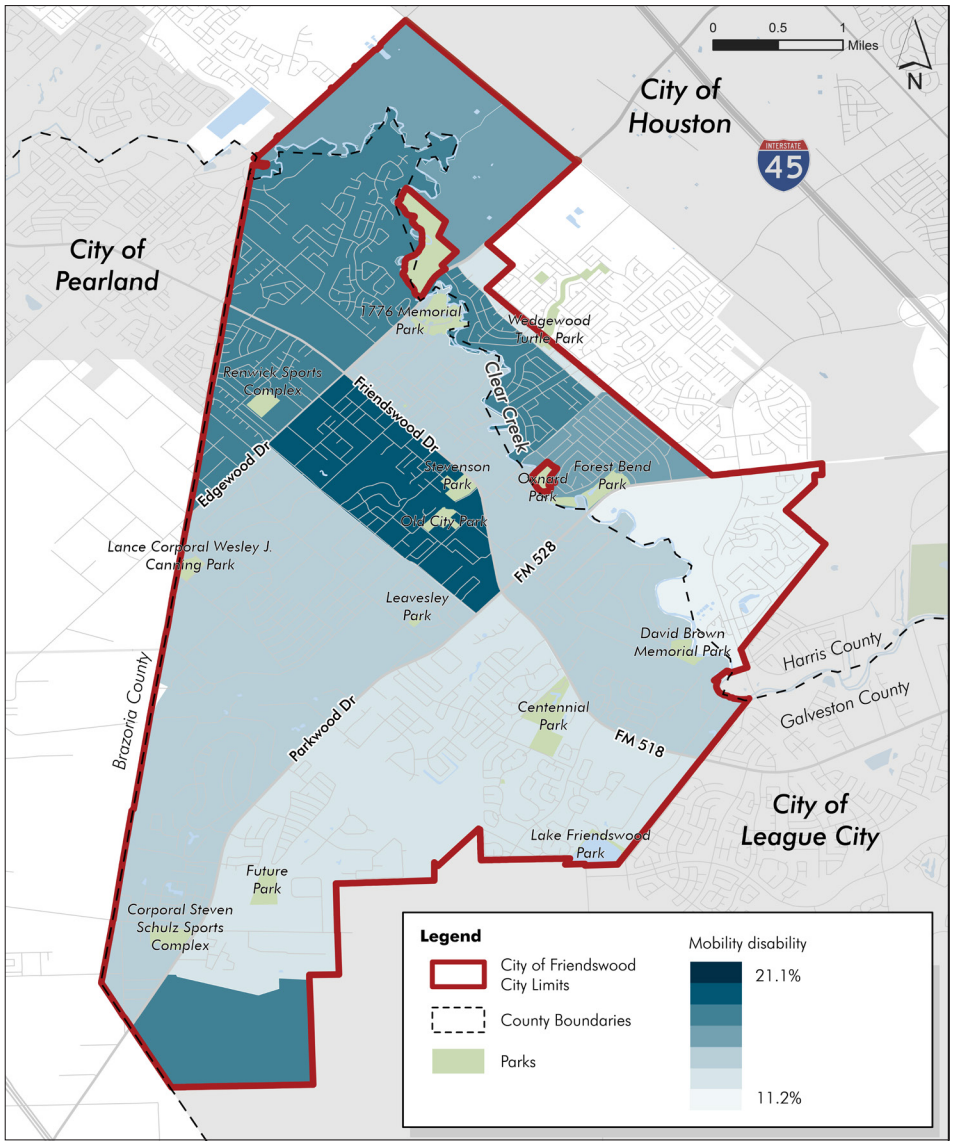


Figure 9. *Mobility Disability by Block Group*

Points of Interest

There are several major activity centers and points of interest located in Friendswood, shown in **Figure 10**, including commercial areas, parks, schools, and religious centers. There are several existing and planned infrastructure opportunities, including key activity centers and destinations in Friendswood that are pertinent to active transportation infrastructure opportunities:

- The City's two main commercial corridors are also TxDOT facilities – Friendswood Drive (FM 518) and Parkwood Drive (FM 528).
- Friendswood's historic downtown area, also home to Stevenson Park where many of the community's local events are held, are both located along FM 518.
- Friendswood features 11 public parks within its city limits, as well as three private parks maintained by local homeowners associations (HOAs), and two Harris County Precinct 2 parks: Oxnard Park and Frankie Carter Randolph Park.
- There are 9 schools in Friendswood, including both public and private schools.
- The city also is home to religious centers.
- The Friendswood City Center development, located along FM 528 in the east side of Friendswood, is a planned 106-acre development that will feature a hotel, retail, and other mixed-use buildings.

Existing Zoning

Existing zoning provides a picture of Friendswood's current land use composition. Friendswood's existing zoning is illustrated in **Figure 11**. Commercial and retail areas are generally along FM 518/Friendswood Drive and FM 528/Parkwood Drive. A portion of the northern area of Friendswood is zoned industrial, where a Superfund site and golf course are located. Portions of the east and southeast of Friendswood are zoned Planned Unit Development (PUD).

Future Land Use

Future land use plans help guide decisions on where to add new active transportation infrastructure. The Future Land Use Plan indicates the location of future public or semi-public land, which includes government buildings and school facilities. These are important locations to connect to via active transportation infrastructure. Friendswood's Future Land Use Plan is displayed in **Figure 12**.

Popular Walking and Biking Destinations

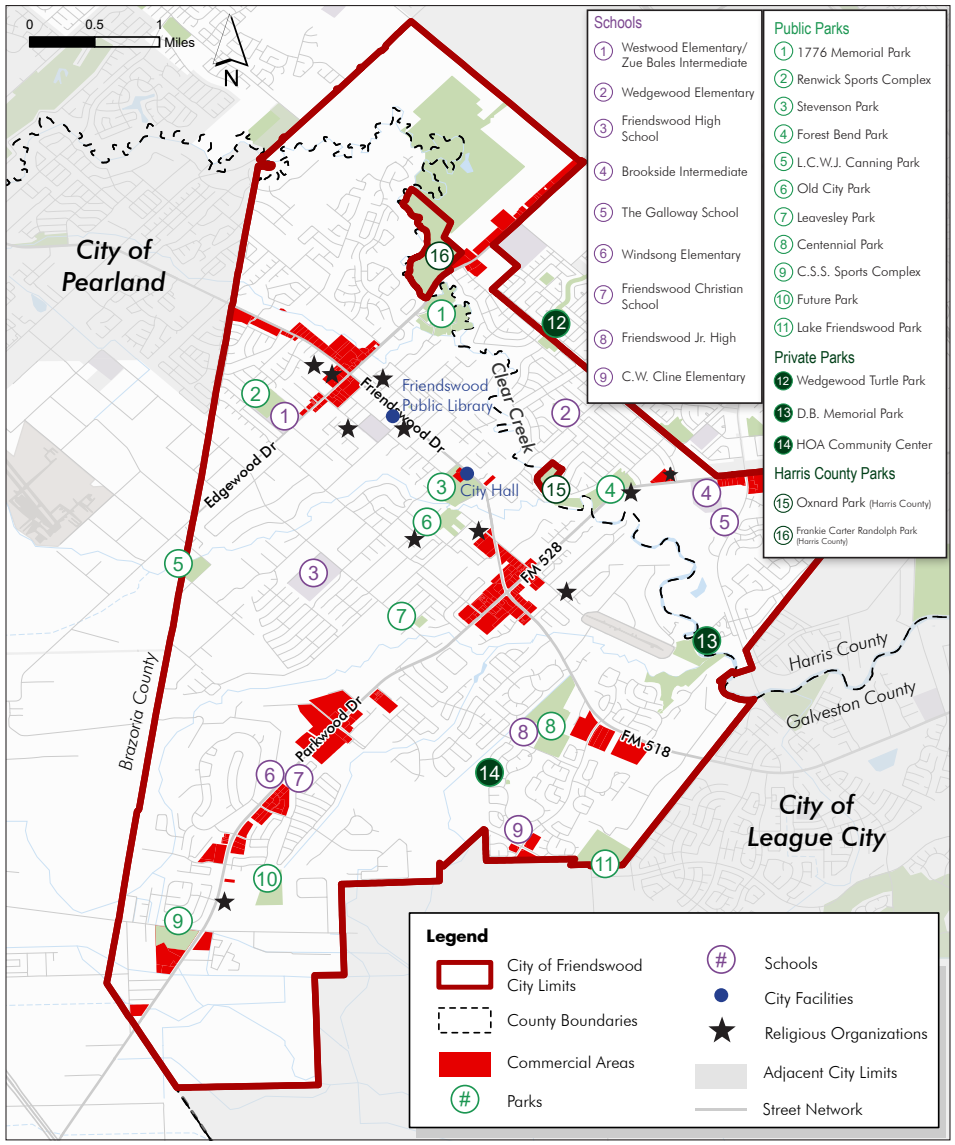


Figure 10. *Points of Interest*

Friendswood Zoning Map

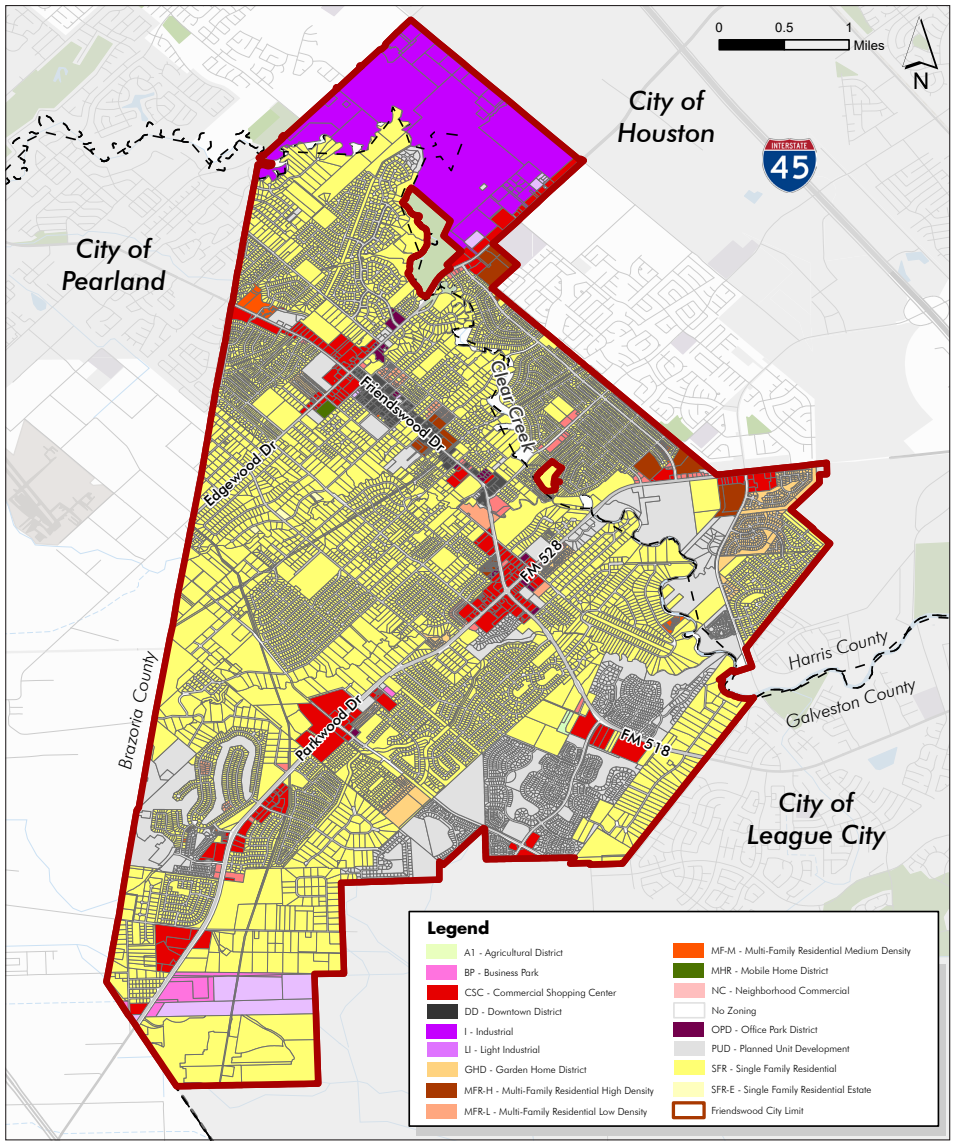


Figure 11. *Existing Zoning (Last updated August 2024)*

Friendswood Future Land Use Map

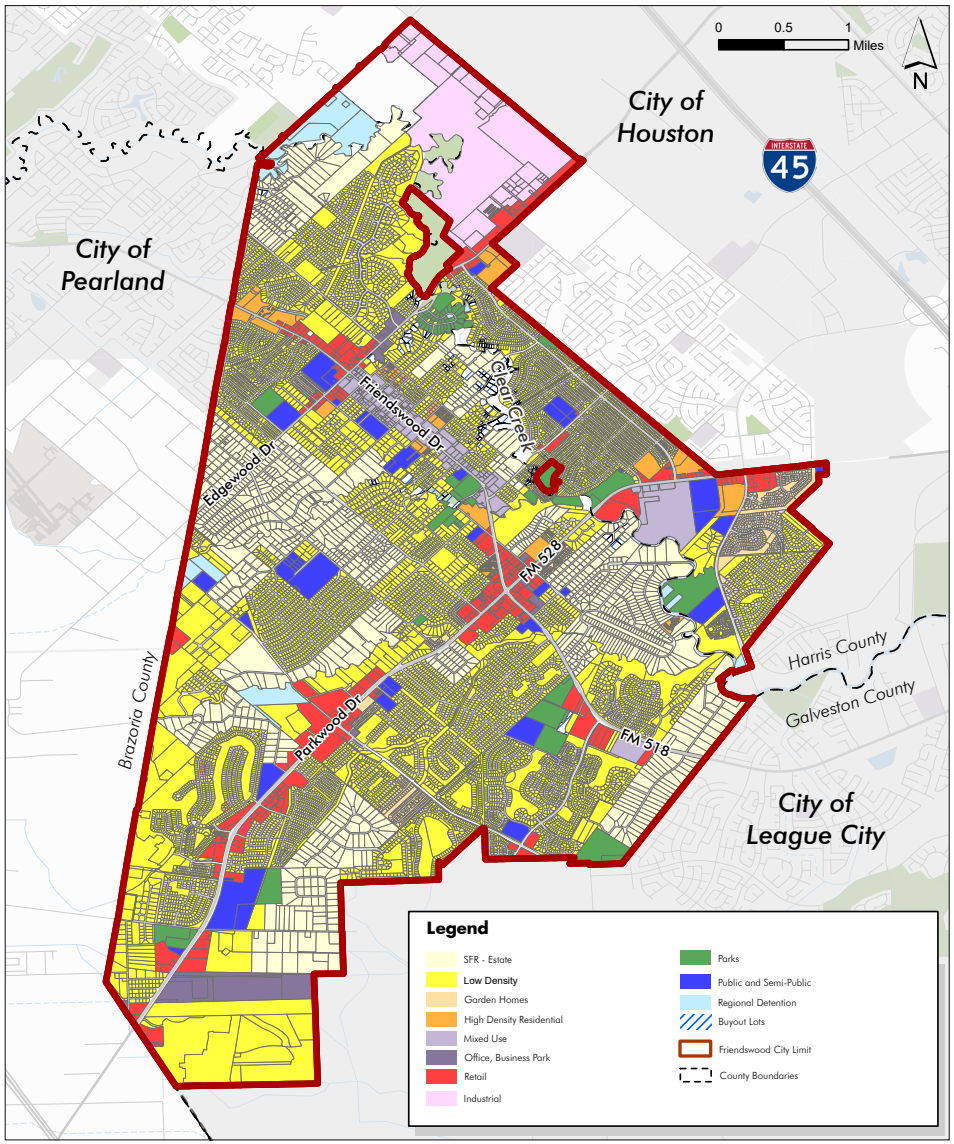


Figure 12. *Future Land Use Map (Adopted in 2021)*

Bicycle and Pedestrian Commuter Analysis

A bicycle and pedestrian commuter analysis was conducted on Friendswood's thoroughfare network using H-GAC's Activity-Connectivity Explorer tool, which identifies areas with untapped potential for walking and bicycling by analyzing short-distance work trips and existing active-mode usage. This tool estimates how many trips could be converted to walking or biking trips, if improvements are made.

In total, 16 streets were analyzed, including Friendswood's Major Arterials, Boulevards, and Collectors. FM 518 and FM 528 show the greatest overall impact, with 116 potential new bicycle commuters and a combined reduction in vehicle miles traveled (VMT) by 548 miles per day.

FM 518 also scores high in both potential pedestrian and bicycle commuting, with 70 potential new cyclists and a reduction of 263.2 vehicle miles traveled per day. Both corridors lack complete sidewalks, emphasizing the importance of addressing infrastructure gaps to unlock mode shift potential.

Origin-Destination Analysis

An origin-destination (O-D) analysis was conducted in Friendswood to further understand where people are walking and biking within the community. The analysis utilized Replica data provided by H-GAC. Replica is an O-D online analysis tool that models travel behavior using aggregated and anonymized location data. The O-D analysis should be interpreted alongside local knowledge, on-the-ground observations, and community feedback to get a fuller picture of unmet mobility needs.

As expected, areas of Friendswood with a well-connected sidewalk network show the most pedestrian trips. However, this does not necessarily mean that people do not want to walk to parts of the community showing a small number of walking or biking trips; it could mean they have trouble getting there on foot or bike. Conversely, an area showing a small number of walking or biking trips could indicate that this is not a popular destination for active transportation users (e.g., an industrial park or warehousing area).

Areas showing high numbers of active transportation trips may reflect the presence of key destinations like schools, parks, or retail centers – or they could be highlighted simply because sidewalk infrastructure exists in that area.

Existing active transportation infrastructure in Friendswood is illustrated in **Figure 13**. Several areas are well-connected with active transportation infrastructure, particularly in the southern and eastern parts of the city. Several off-street trails also provide recreational and active transportation options, primarily serving single-family neighborhoods. Sidewalk coverage is limited in older, more central parts of the community.

Existing Sidewalks

Today, the City of Friendswood has approximately 200 miles of existing sidewalks. Sidewalks in Friendswood are generally concentrated in residential neighborhoods, but vary in condition, design, and width. Sidewalks are present along Texas Department of Transportation (TxDOT) facilities, including FM 518 (Friendswood Drive) and FM 528 (Parkwood Drive). However, gaps in the network exist, both along TxDOT roadway facilities and within the community in general. Newer subdivisions more consistently feature sidewalk infrastructure. In contrast, more established, gridded neighborhoods often lack basic sidewalk infrastructure.

Existing Bicycle Infrastructure

Friendswood has one marked on-street bicycle lane along FM 528/Parkwood Drive. Generally, the higher the roadway facility's speed and functional classification, the greater the separation that is needed for cyclists to feel safe and comfortable to utilize the bicycle lane facility. The TxDOT Bikeway Guidance states that bike lanes with higher speed limits need additional separation for cyclists to feel comfortable, especially for the general population to use. This existing bicycle lane is narrow and has a low level of comfort for cyclists.

Existing Trails

The City of Friendswood has approximately 7.71 miles of existing off-street trail facilities. Trails in Friendswood largely serve recreational purposes, and do not connect to many destinations. The existing trail facilities in Friendswood are very well-maintained and in excellent condition, and can be categorized as trails located in parks, such as Stevenson Park and Old Friendswood City Park, and trails along easements in single-family neighborhoods.

Planned and Surrounding Active Transportation Infrastructure

Friendswood shares a municipal boundary with the City of Pearland to the northwest, and the City of League City to the southeast. The city is also split between Harris and Galveston counties and is adjacent to Brazoria County to the west. It is important to understand adjacent cities' planning efforts to make more informed recommendations that potentially can connect to adjacent cities' facilities for a seamless walking or biking experience. Pearland and League City's existing and planned active transportation infrastructure are mapped in **Figure 14**, as well as H-GAC's planned trail network.

Existing Active Transportation Infrastructure

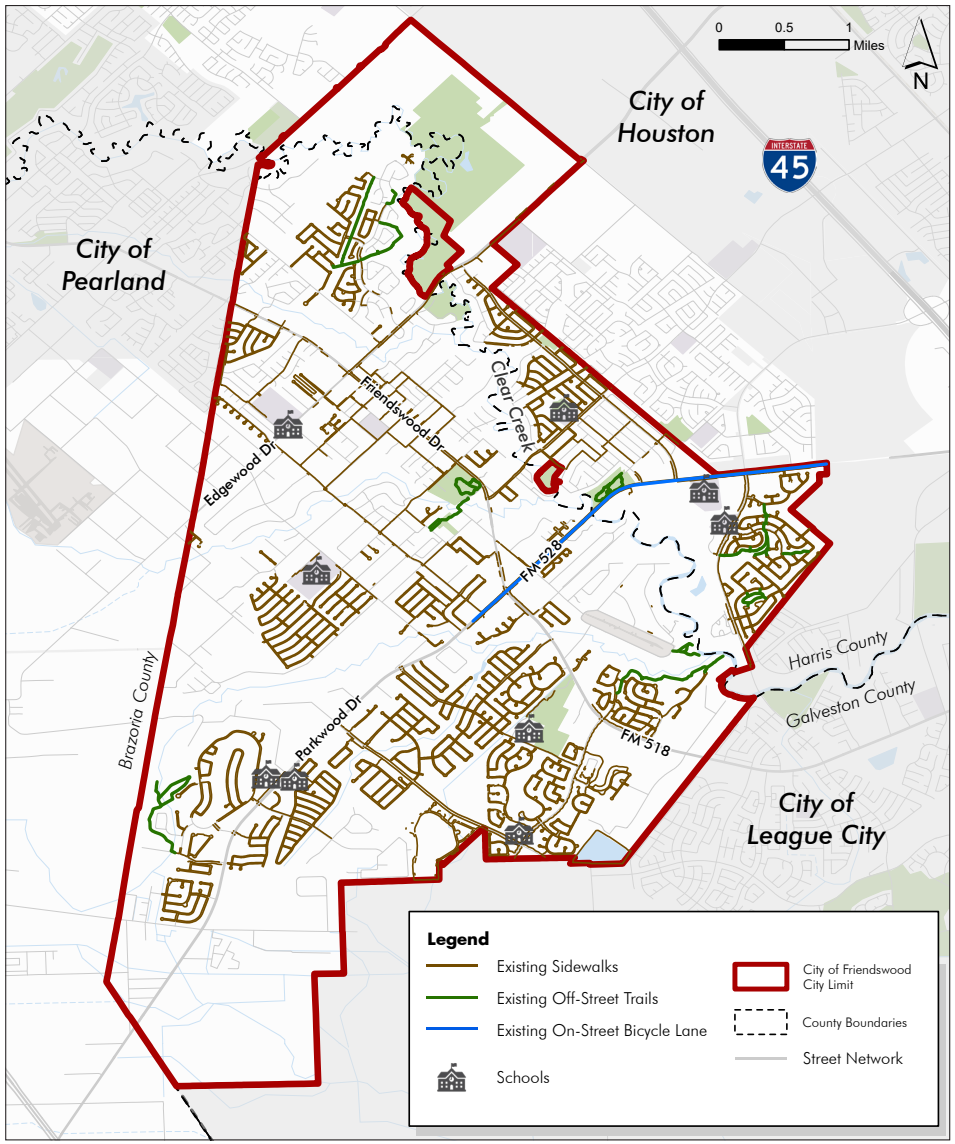


Figure 13. *Existing Active Transportation Infrastructure*

Planned and Surrounding Infrastructure

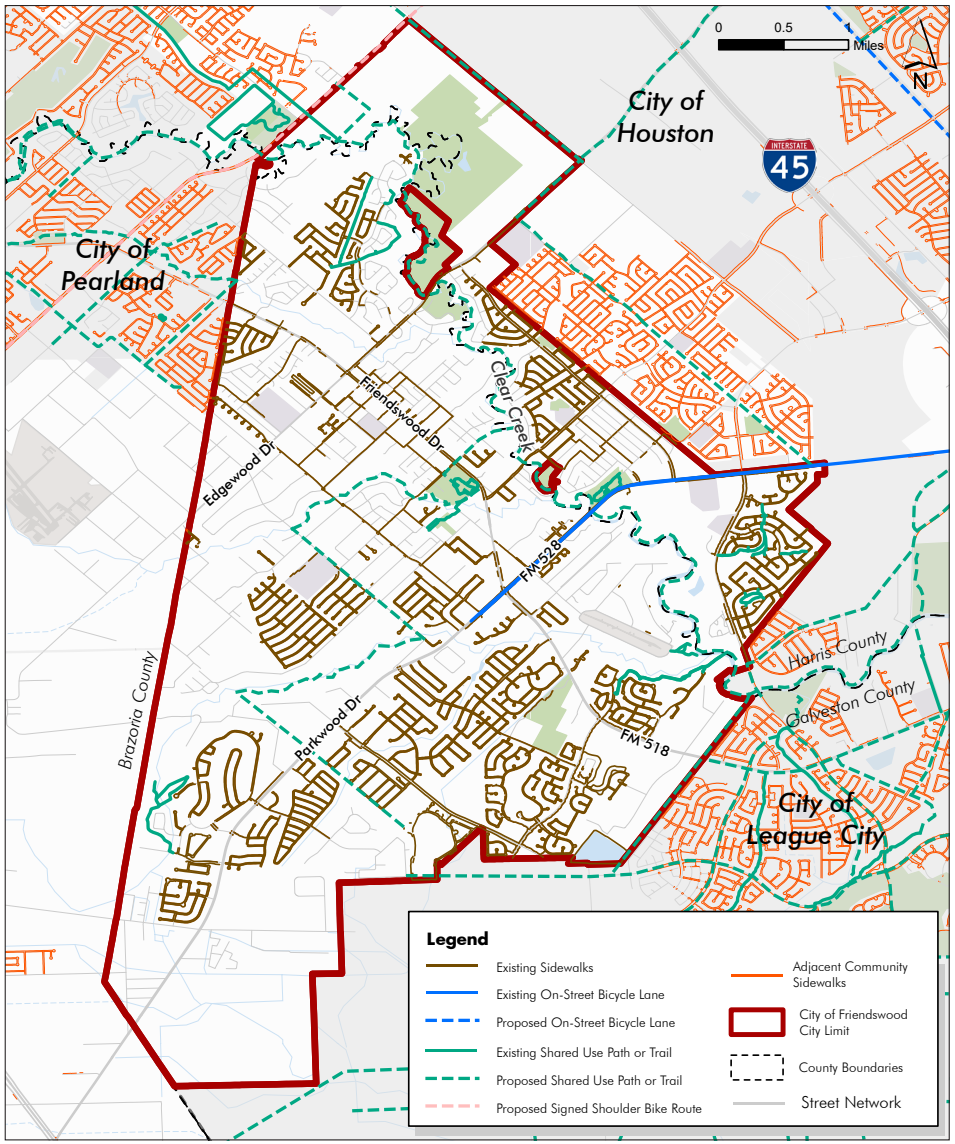


Figure 14. *Planned and Surrounding Active Transportation Infrastructure*

Transit Information

Friendswood currently does not have a fixed-route transit service. However, there are several nearby and regional transit options. METRO, Houston's primary transit provider, operates a park-and-ride facility just northeast of the city limits, near the Heritage Park neighborhood along I-45. Residents of Friendswood can also access shared-ride services through the Harris County RIDES program, which allows eligible customers to purchase transportation services at a significant discount. Additionally, the Gulf Coast Transit District (GCTD) (existing services offered displayed in **Figure 15**) offers demand-response and microtransit services for residents of Brazoria and Galveston counties. GCTD has fixed park-and-ride facilities in League City and Texas City, but microtransit and demand response services are the only transit services available in Friendswood.

Emergency Evacuation Routes

In the event of a hurricane, several designated emergency evacuation routes are identified by H-GAC, displayed in **Figure 16**. For Friendswood, key evacuation routes include FM 518 and FM 528 both connect to I-45, one of the main evacuation routes in this area. State Highway 6 is also designated as an emergency evacuation route. Friendswood residents can access this route via FM 528 to SH 35, then to the SH 6 emergency evacuation route in Alvin.

Traffic Counts

TxDOT maintains a Statewide Planning Map that includes traffic counts throughout the state of Texas. Annual average daily traffic (AADT) counts were gathered in and around the Friendswood community and are displayed in **Figure 17**. Individual traffic counts collected and displayed on the map are for the years 2021 – 2023. FM 528/ Parkwood Drive shows an AADT of 20,000 – 24,000 vehicles. FM 518/ Friendswood Drive has similar annual vehicle numbers, with an average of 20,000 – 26,000 vehicles per day.

Thoroughfare Plan

Figure 18 displays Friendswood's existing Thoroughfare Plan, adopted by the Friendswood City Council in 2018. Streets in Friendswood are divided into Major Roads, Boulevards, and Collectors. Major Roads include FM 518, FM 528, and Edgewood Drive/FM 2351, each owned and operated by TxDOT. There are four designated Boulevards in Friendswood: Blackhawk Boulevard, W Bay Area Boulevard, West Boulevard, and Friendswood Parkway.



Figure 15. *Gulf Coast Transit District (GCTD)*

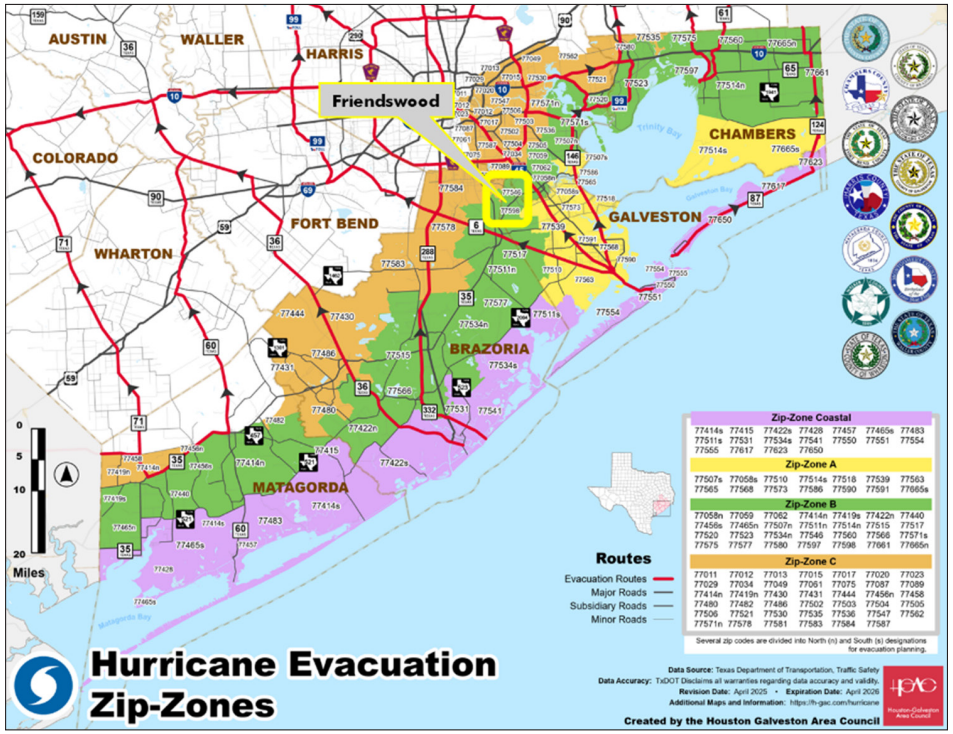


Figure 16. *Emergency Evacuation Routes*

Traffic Counts

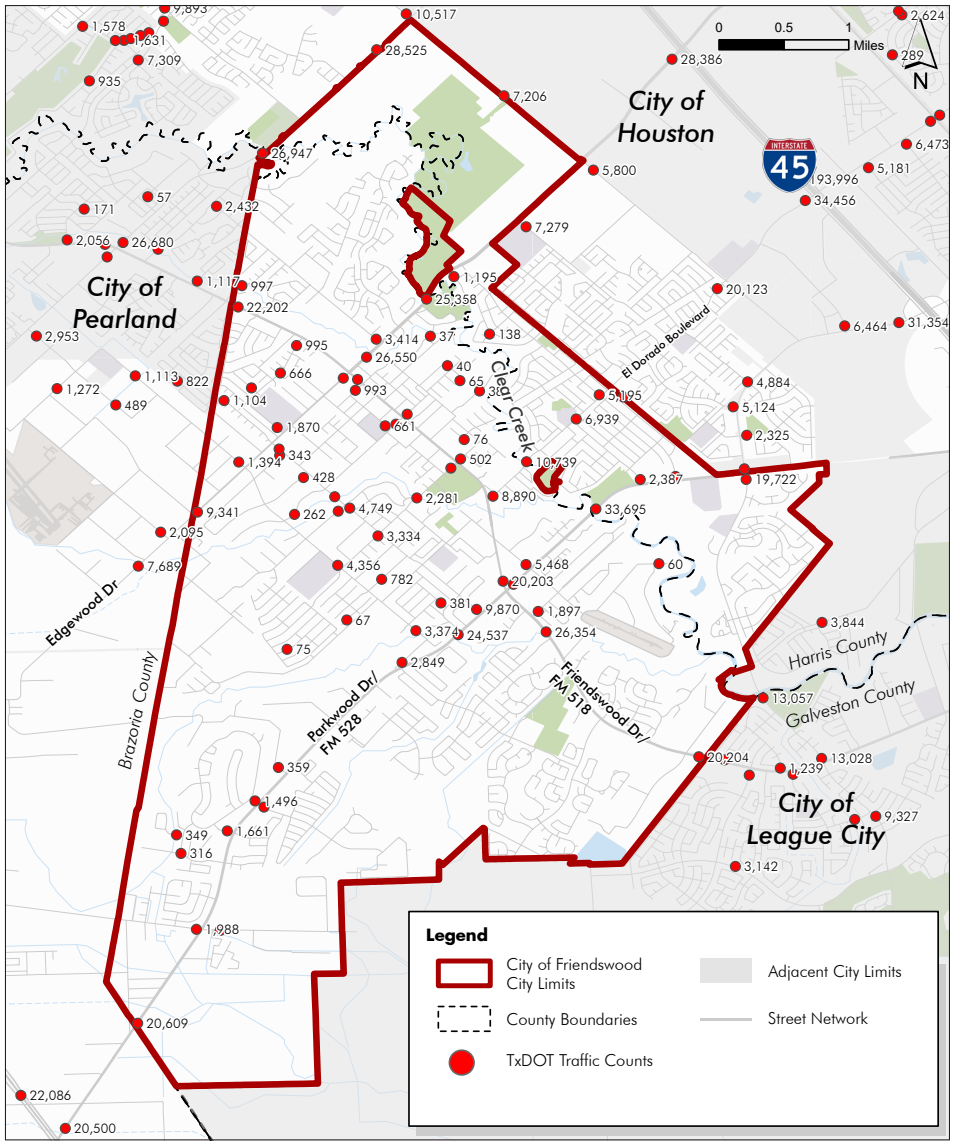


Figure 17. *Traffic Counts*

Friendswood Thoroughfare Plan

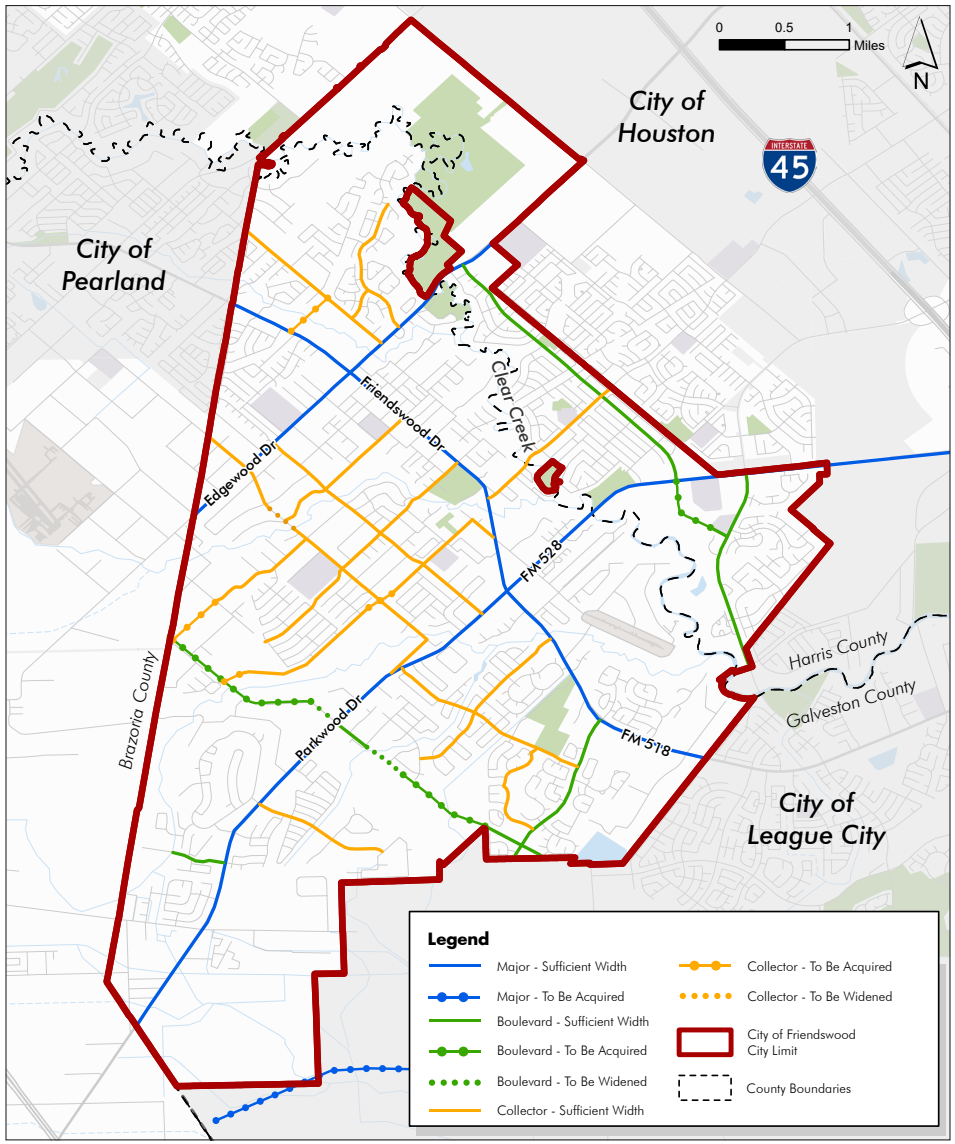


Figure 18. *Thoroughfare Plan (2018)*

Existing Easements

Easements can play an important role in active transportation planning. They help identify locations where new active transportation facilities could be located off-street, instead of alongside a busy roadway. Easements can represent feasible locations for off-street trail facilities, which is why easements were evaluated in the existing conditions assessment.

Easements are illustrated in **Figure 19**. Existing easements are divided into several categories, showing where access, drainage, pipeline, utility, multi-purpose easement, and other easement sites are located within the community. There are multiple easements that traverse the community. The community's existing pipeline, utility, and drainage easements create a network of corridors or rights that may support future sidewalks and trails, subject to ownership and access constraints.

Rights-of-way and public easements are extremely limited along Clear Creek and the other creeks within the community. This can create challenges for identifying off-street trail opportunities since much of the land adjacent to the creek is privately owned. Without dedicated public access, trail development must either avoid these areas or rely on easement acquisition and property owner coordination, which can add complexity, cost, and time to project implementation.

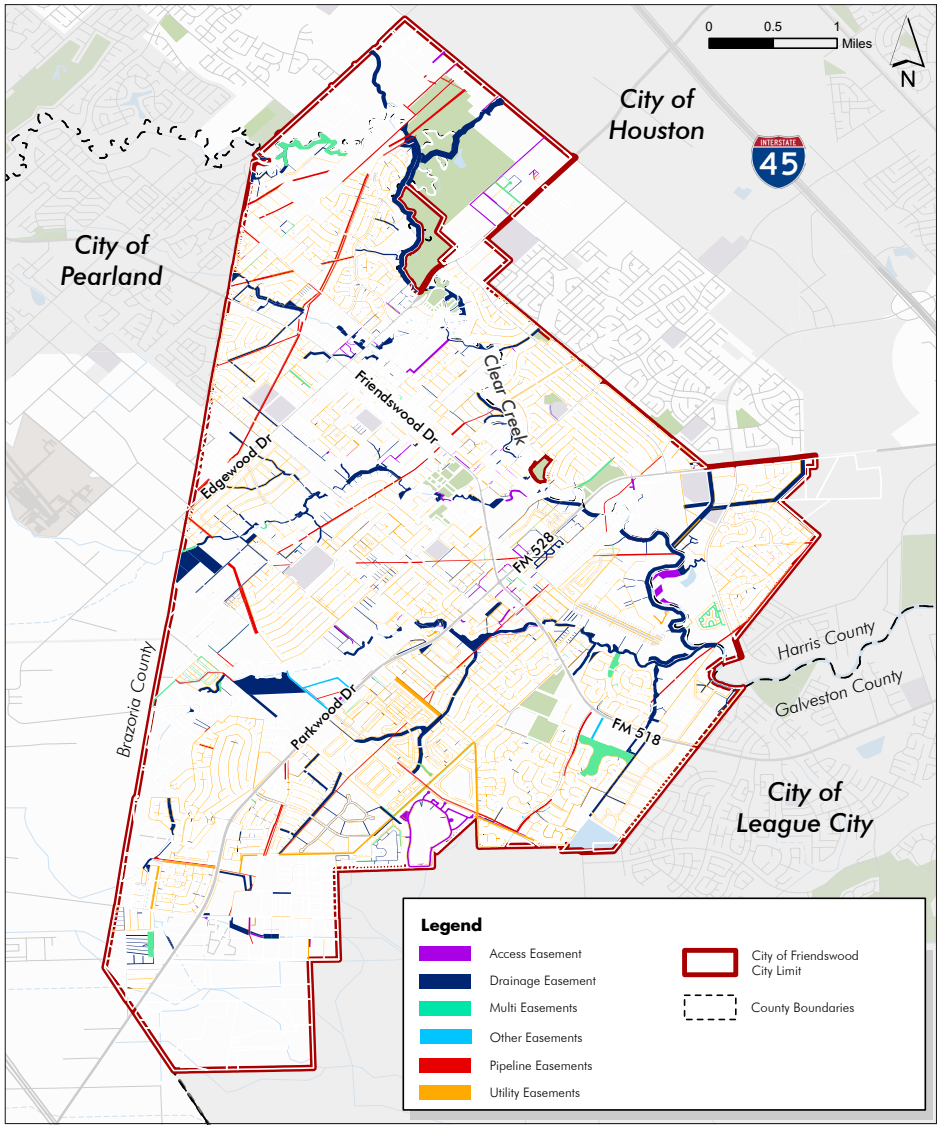


Figure 19. *Existing Easements*

The Houston metropolitan area, including Friendswood, has a hot and humid climate, with regular periods of high temperatures, intense storms, and occasional hurricanes. These conditions are important to consider when planning infrastructure that supports comfort, safety, and year-round usability.

Urban Heat

Friendswood's pattern of development has created pockets of urban heat islands, displayed in **Figure 20**, with three areas experiencing particularly pronounced conditions. On the eastern edge of the city, two newer single-family housing developments register higher temperatures than surrounding neighborhoods, which is likely due to recent construction and a younger, less-established tree canopy. Elevated heat is also observed in commercial zones and denser development along Friendswood Drive, particularly between Whispering Pines Avenue and Edgewood Drive.

Tree Canopy

Tree canopy and structural shade play a vital role in enhancing comfort and usability across Friendswood's active transportation network. The existing tree canopy is displayed in **Figure 21**. In Friendswood, tree canopy distribution generally reflects single-family development patterns and is relatively uniform across residential areas. Canopy cover becomes denser near waterways like Clear Creek and its tributaries, where riparian forests provide natural shade. In contrast, southern parts of the city have lower canopy coverage and greater heat exposure.

Urban Heat Island Effect

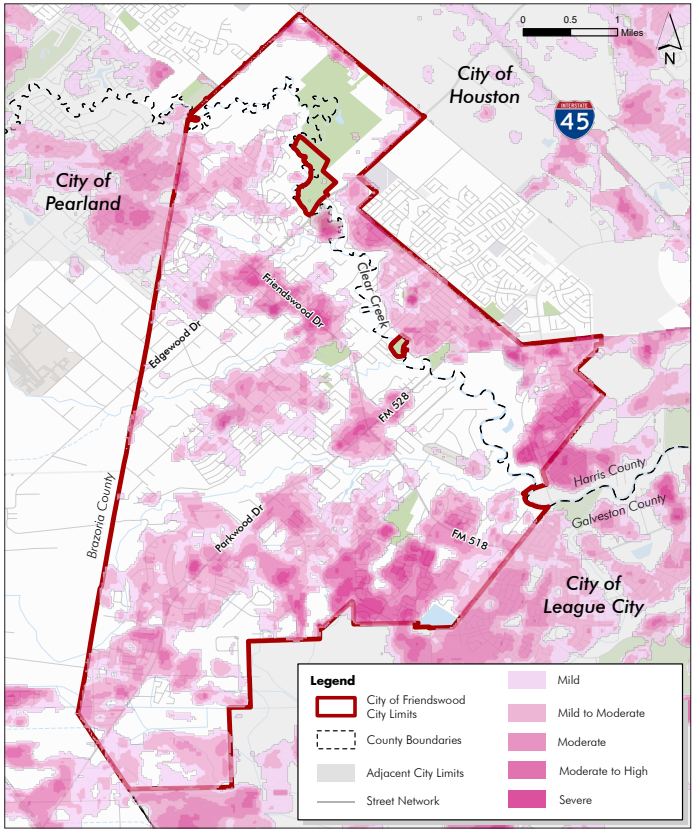


Figure 20. *Urban Heat*

Friendswood Tree Canopy Coverage

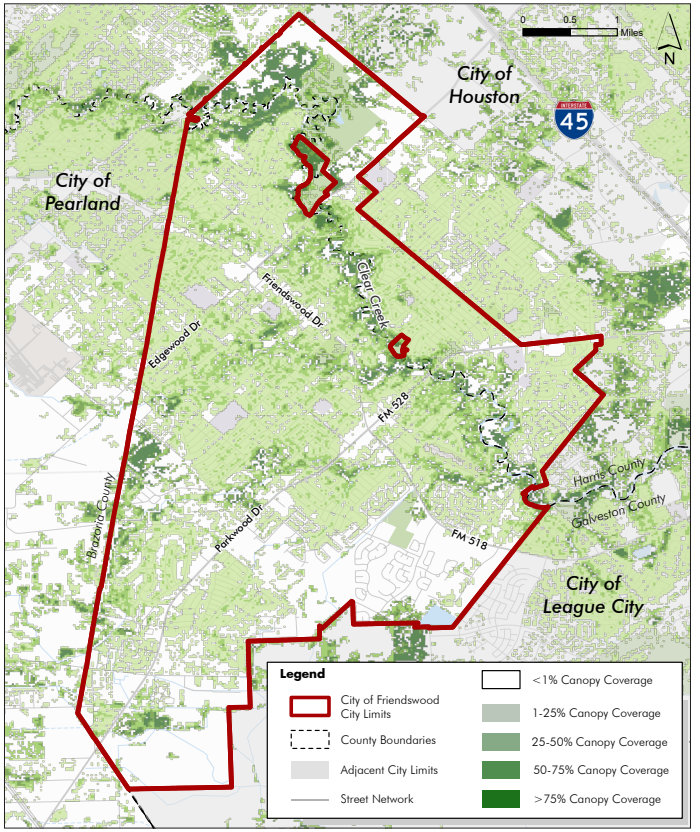


Figure 21. *Tree Canopy*

Drainage and Flooding

Figure 22 illustrates the key drainage and flood-related findings based on Federal Emergency Management Agency (FEMA) flood mapping, hydrologic data, and local infrastructure inventories.

Friendswood is traversed by multiple natural waterways that form the city's primary drainage system. Major watercourses include Clear Creek, Cowarts Creek, Chigger Creek, Mary's Creek, and Cedar Gully. In total, more than 10 distinct streams and tributaries flow through the city, including primary and secondary branches of the Clear Creek watershed. The area is prone to several types of flooding, including riverine flooding from creek and bayou overflows, sheet flow flooding caused by shallow overland runoff during intense rainfall, and urban (storm sewer) flooding due to undersized or overwhelmed drainage systems.

There are approximately 27 major bridge and culvert crossings over Friendswood's stream network. These locations are critical for both vehicular movement and potential active transportation routes. Bridges and culverts are marked with a common symbol in **Figure 22** due to their shared function as stream crossings. Although structurally distinct, both may serve as opportunities or barriers for pedestrian and bicycle access.

Ecoregion

Ecoregions are areas with geographically distinct climate, landform, and ecological characteristics, including plant and animal communities. Friendswood is located in the Northern Humid Gulf Coastal Prairie, a flat region with poor drainage due to clay-heavy soils. Historically, this area supported tallgrass prairies and scattered oak mottes. Soil types vary between the higher, sandier Lissie Formation with mima mounds and the lower, clay-rich Beaumont Formation with gilgai features. These variations create diverse microhabitats that shape local plant communities. Friendswood's landcover types and vegetative communities are mapped in **Figure 23**.

Floodplains and Culvert Crossings

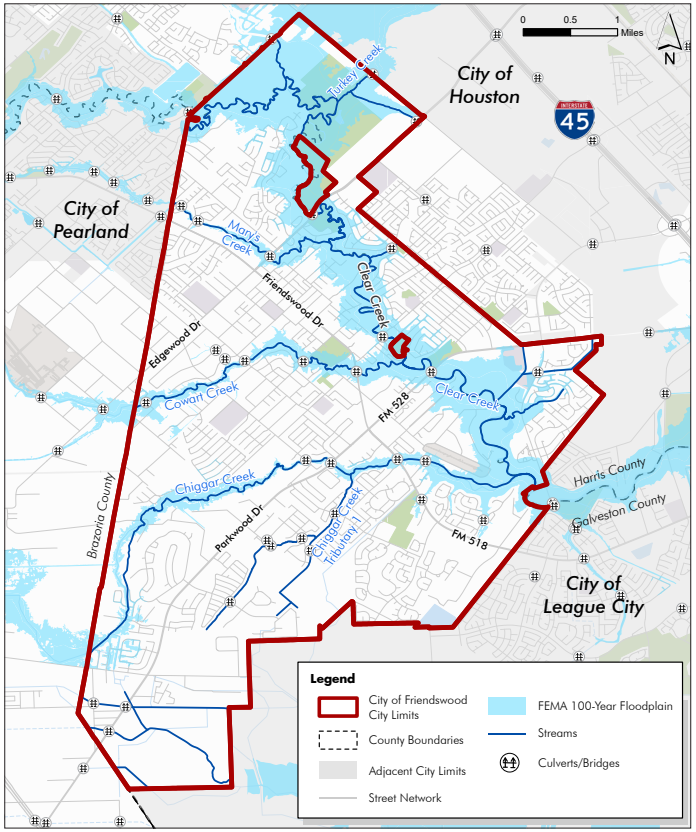


Figure 22. *Drainage and Flooding*

Landcover Types

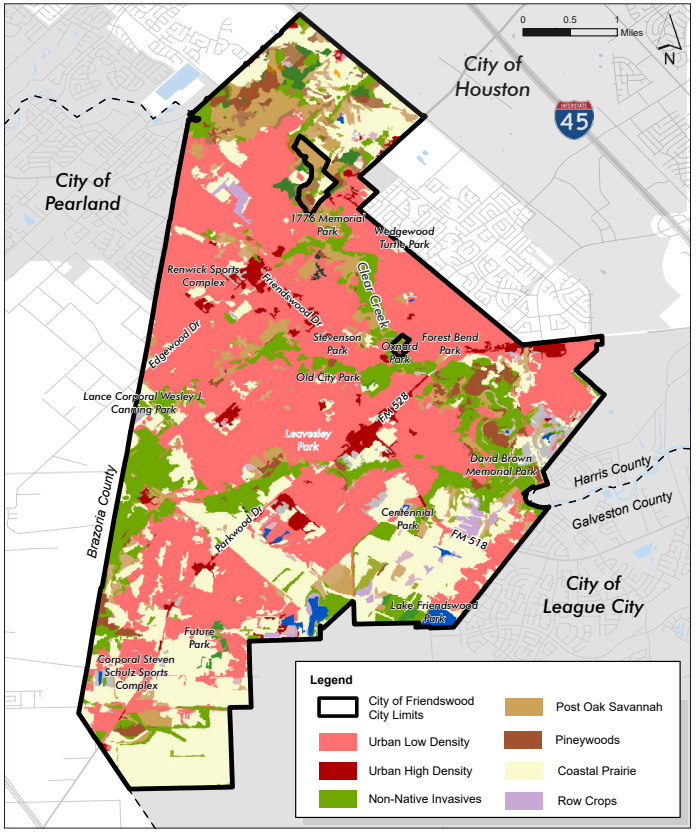


Figure 23. *Landcover Types and Vegetative Communities*

Active Transportation Safety

The Texas Department of Transportation maintains a centralized database of all motor vehicle crashes reported by law enforcement agencies across the state. Data from the Crash Records Information System (CRIS) was analyzed to identify pedestrian- and bicycle-related crashes within the City of Friendswood between 2020 and 2024. During this five-year period, there were 2,522 reported traffic crashes, of which 14 involved pedestrians and 20 involved bicyclists. Of these 34 crashes (pedestrian and bicyclist), three resulted in fatalities, five caused serious injuries, and nineteen led to minor injuries, highlighting the safety risks faced by pedestrians and cyclists. This information is displayed in **Table 2**.

Figure 24 describes the manner of collision for the 34 bicycle and pedestrian crashes that occurred in Friendswood. Of these 34 crashes, 56% of crashes resulted from one motor vehicle going straight.

Figure 25 displays the contributing factors to the active transportation crashes in Friendswood. Driver behavior is the most frequently cited contributing factor for pedestrian and bicycle crashes; 38% of crashes were due to the driver failing to yield the right-of-way and 35% due to driver inattention. Additional causes include backing without safety (12%), disregard for traffic control signals (3%), and other miscellaneous factors (12%).

Between 2020 - 2024, there were 14 pedestrian crashes and 20 bicycle-related crashes in Friendswood.

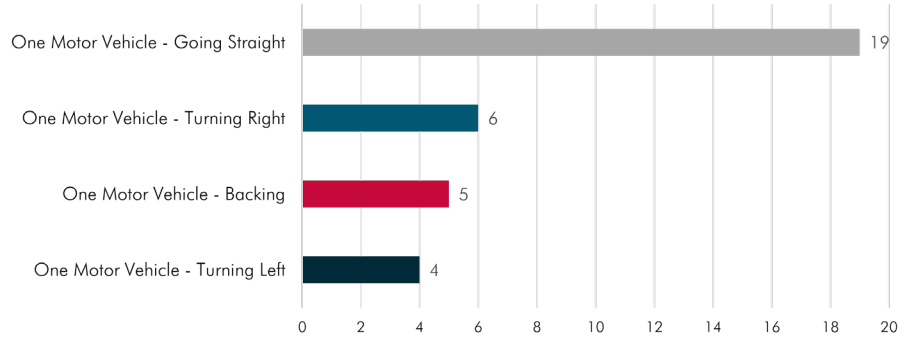


Figure 24. *Manner of Collision*

Table 2. *Friendswood Active Transportation Crashes by Severity*

Year	Fatal	Suspected Serious Injury Count	Suspected Minor Injury Count	Possible Injury	Unknown Severity
2020	1	0	3	1	1
2021	0	0	4	1	1
2022	2	2	7	0	1
2023	0	1	4	1	0
2024	0	2	1	0	1
Total	**3**	**5**	**19**	**3**	**4**

Data Source: TxDOT Crash Record Information System

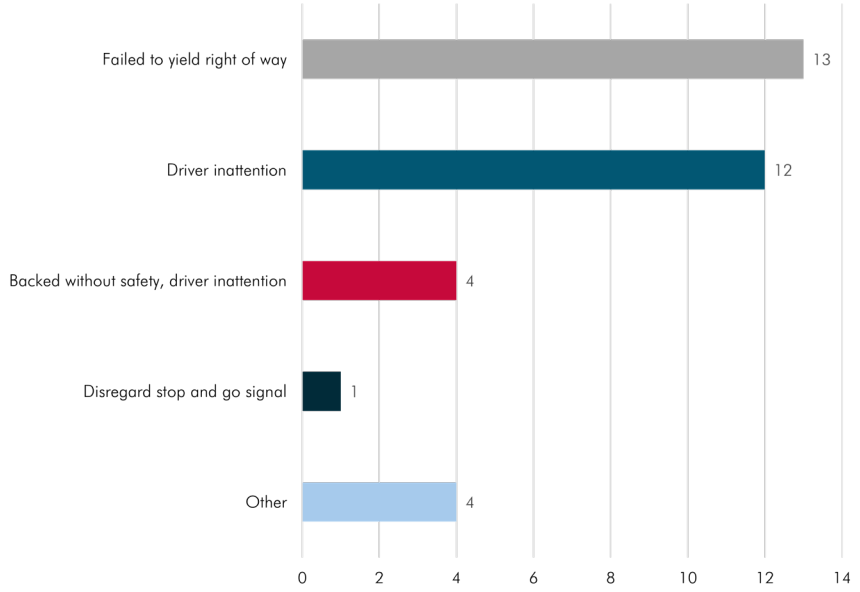


Figure 25. *Contributing Factors to Active Transportation Crashes*

Figure 26 shows the location distribution of active transportation crashes in Friendswood. Of the 14 pedestrian crashes and 20 bicycle crashes, crash patterns indicate that 53% of all crashes happened at non-intersection locations, compared to 29% at intersections and 18% at driveway access points, pointing to the need for targeted improvements beyond standard intersection safety measures.

Among pedestrian crashes, 36% occurred in parking lots, 29% took place on city streets and 21% on Farm-to-Market roads. Bicycle crashes were heavily concentrated on Farm-to-Market roads (60%), followed by city streets (35%). The highest number of crashes occurred along FM 518 and FM 528, both of which serve as key corridors with high vehicular volumes.

Figure 27 displays the location by severity of vulnerable roadway user crashes in Friendswood. It shows concentrations of crashes near commercial corridors, grocery store parking lots, and schools. These trends suggest that crashes are not only a function of street design but also land use and trip generators.

Fifteen crashes (44%) occurred within 0.5 miles of schools and in areas where people frequently walk or bike for daily errands. In total, 85% of crashes occurred within a quarter mile of walkable destinations, including schools, parks, grocery stores, and churches.

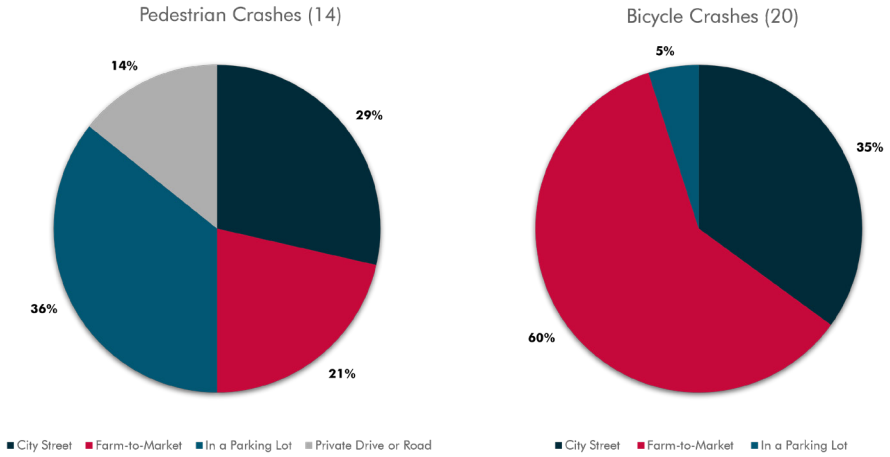


Figure 26. *Active Transportation Crash Location Distribution*

Active Transportation Crash Locations

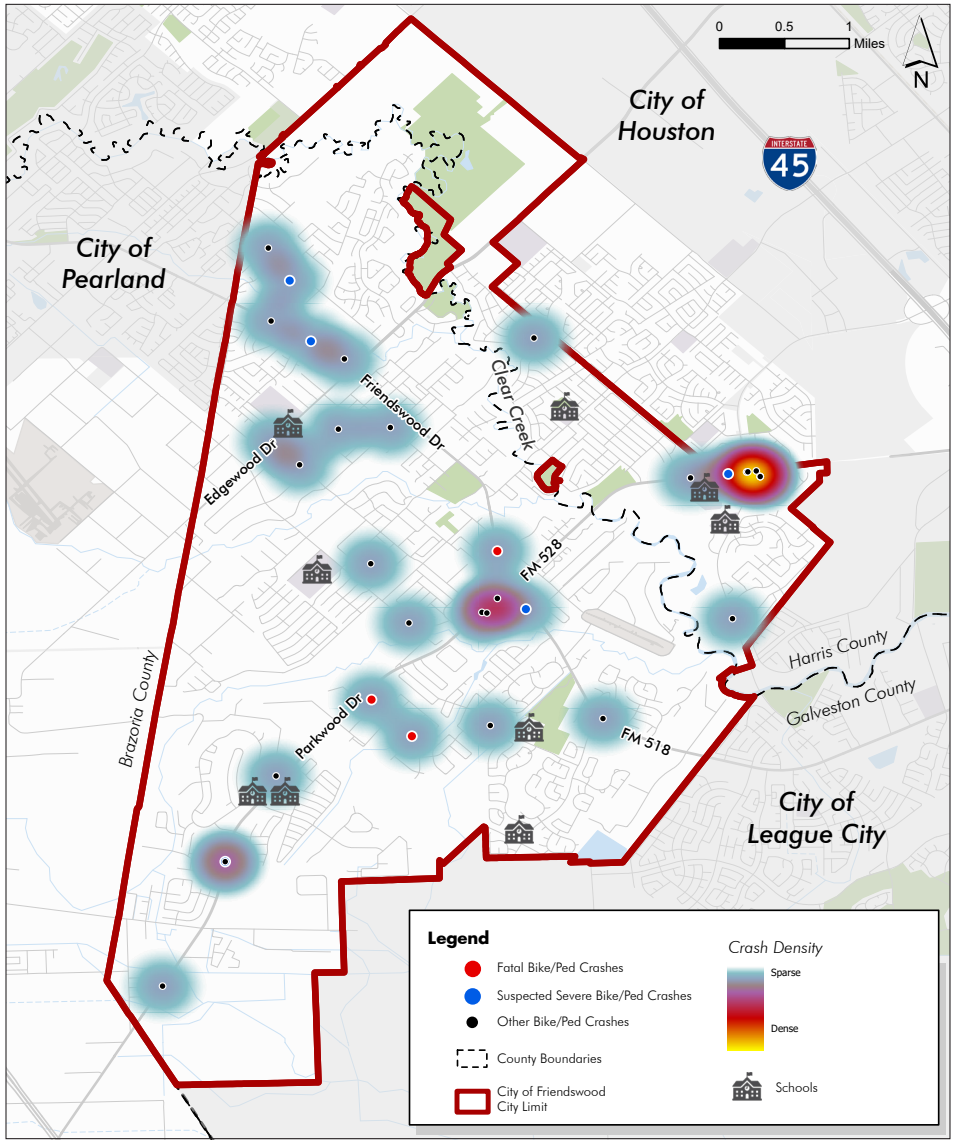


Figure 27. *Friendswood Active Transportation Crash Locations*

Walksheds help us understand how accessible key destinations are on foot. **Figure 30** shows 5- and 10-minute walks from several schools in Friendswood, as well as from the intersection of Edgewood Drive and Friendswood Drive. While some schools are surrounded by homes and have sidewalk networks that support safe, direct walking routes, others lack even basic pedestrian infrastructure.

Figure 28 and **Figure 29** reveal how the experience of walking varies widely across the city. In some neighborhoods, a connected street grid allows for short, convenient walks. In other cases, disconnected street networks and cul-de-sacs force students to take longer, less direct routes—often along busy roads. Even where sidewalks exist, the absence of shade can make these short trips difficult, especially in the summer heat. Improving walkability near schools through better connections, shaded paths, and traffic-calming measures can support healthier, more active lifestyles for students and families.



Figure 28. *Walkshed Zoom 1 - Wedgewood Elementary School*



Figure 29. *Walkshed Zoom 2 - Friendswood Junior High*

Walkshed Analysis

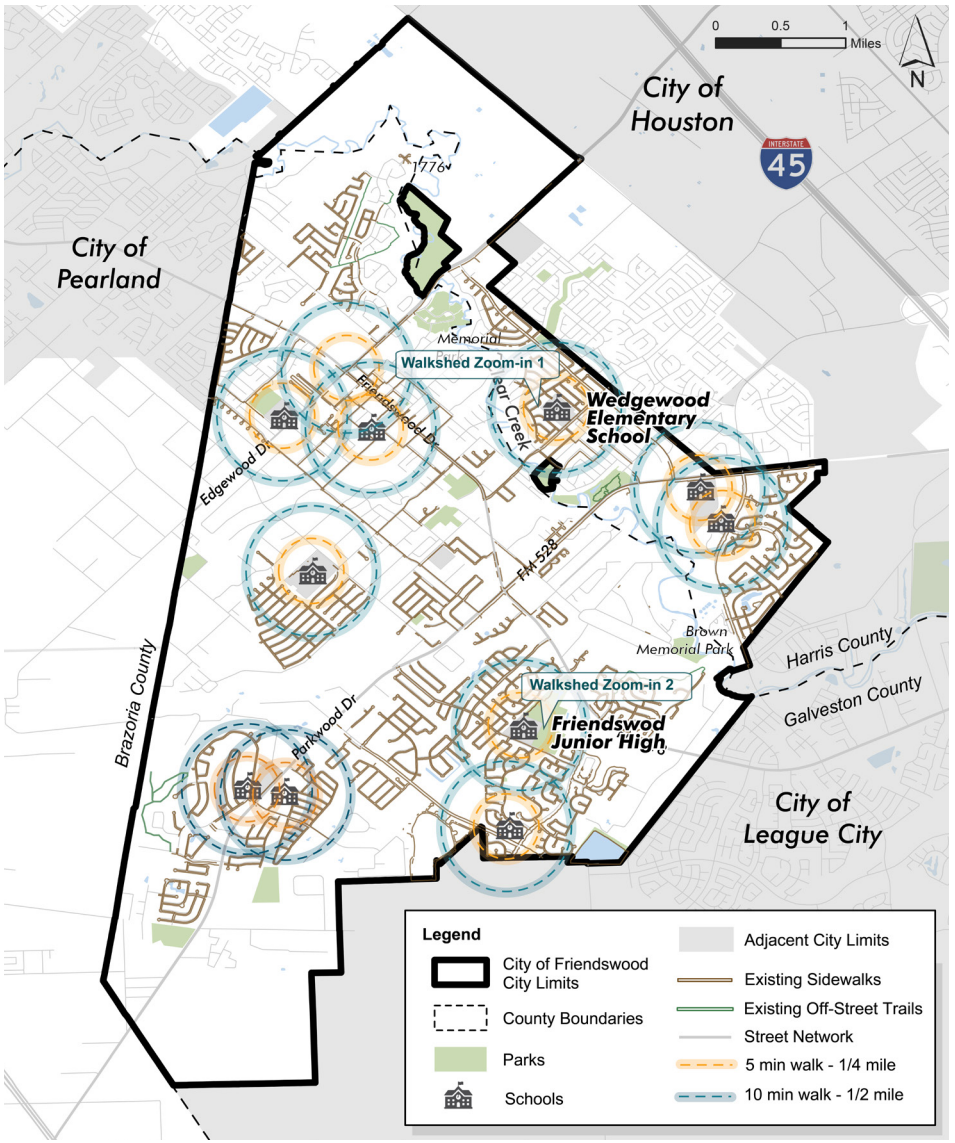


Figure 30. *Walkshed Analysis*



Chapter 2

Public and Stakeholder Engagement

Public and Stakeholder Engagement Summary

A multifaceted engagement strategy was implemented for the Friendswood Active Transportation Plan, consisting of a project website, two online surveys, three steering committee meetings, two stakeholder committee meetings, a walk audit, and public outreach. The project team engaged stakeholders and the public at key stages throughout the planning process to gather feedback, refine concepts, and prioritize project recommendations.

The public engagement timeline is illustrated in **Figure 31**. The project kicked off with an initial steering committee meeting, followed by a pop-up event at Friendswood's 4th of July celebration, online survey, stakeholder committee meeting, and walk audit. The second steering committee reviewed project prioritization criteria and refined the draft Primary Active Transportation Network. A public open house was held in December 2025, giving the community the opportunity to review the project's progress, evaluate project prioritization criteria, and refine project concepts and recommendations. An online survey was offered for those unable to attend the meeting. In 2026, a final steering committee and stakeholder committee meeting were held to review the project's recommendations and make any final adjustments to the project's implementation strategy.



Walk Audit



Steering Committee Meeting #2



4th of July Pop Up Event



Steering Committee Meeting #1



Open House

Public and Stakeholder Engagement Timeline

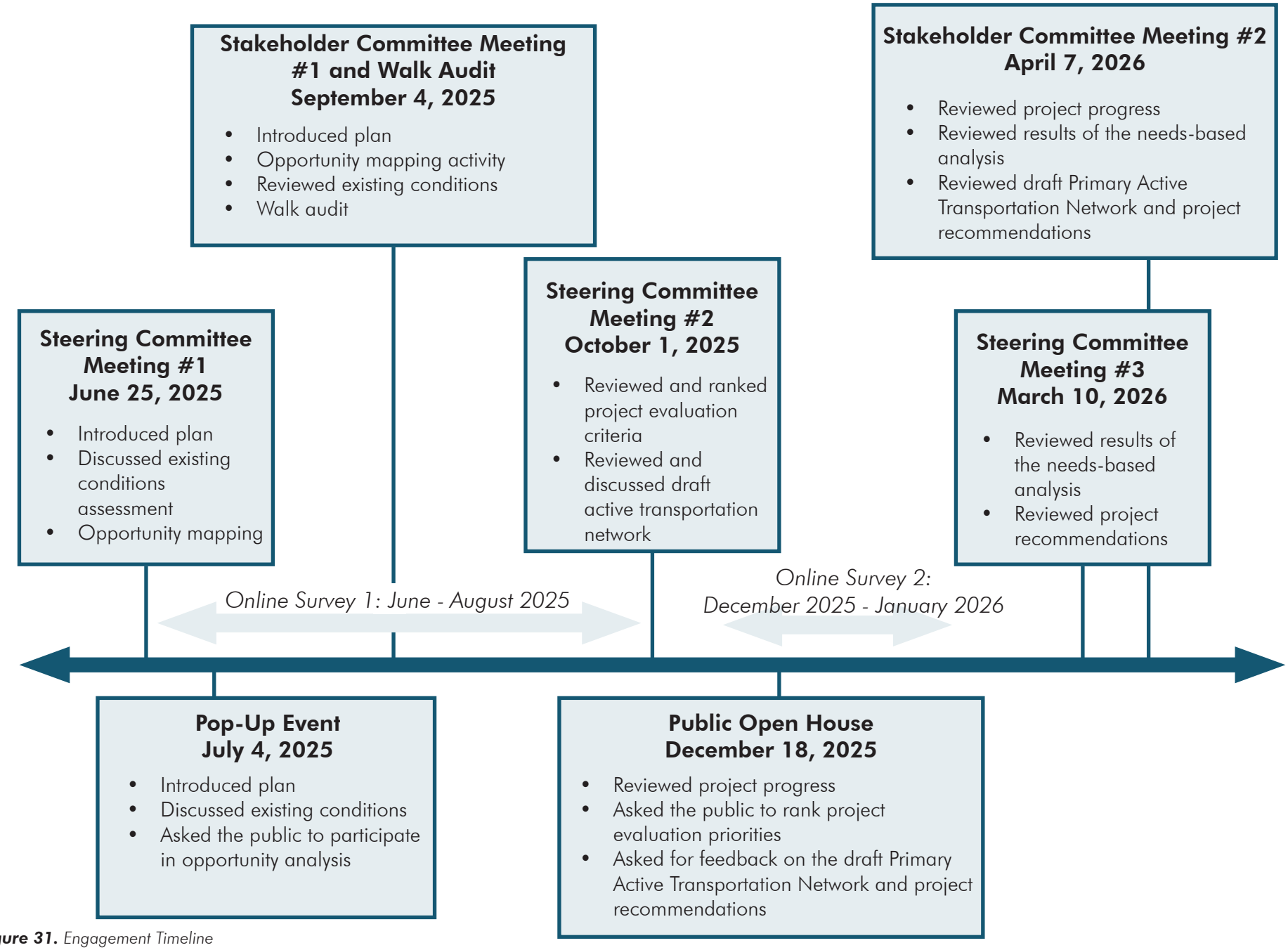


Figure 31. *Engagement Timeline*



Chapter 3

Opportunity Analysis

Opportunity Documentation

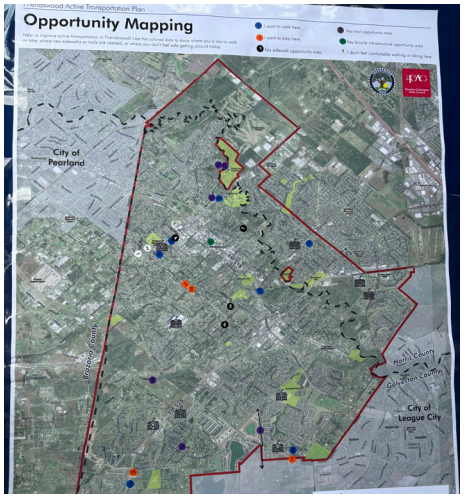
Several occasions to identify opportunities for active transportation – desired locations for walking or biking, locations for sidewalks, trails, and bicycle infrastructure, and locations that are uncomfortable to walk or roll - were provided:

- Steering Committee: June 25, 2025
- Community: City of Friendswood July 4th Celebration (July 4, 2025)
- Stakeholder Committee: September 4, 2025

At each of these occasions, a large map showing the City of Friendswood was displayed on a table and colored dots that correspond with the various categories were provided to participants. All identified opportunities were then mapped and are illustrated in **Figure 32**.

Results of the opportunity activity include:

- 46 opportunities for active transportation (walk, bike, trail).
- 28 locations where participants want to walk.
- 27 locations where participants want to bike.
- 11 locations where participants are uncomfortable using active transportation.



Opportunity Mapping at Pop Up Event



Opportunity Mapping at Steering Committee Meeting 1

Map of Opportunities

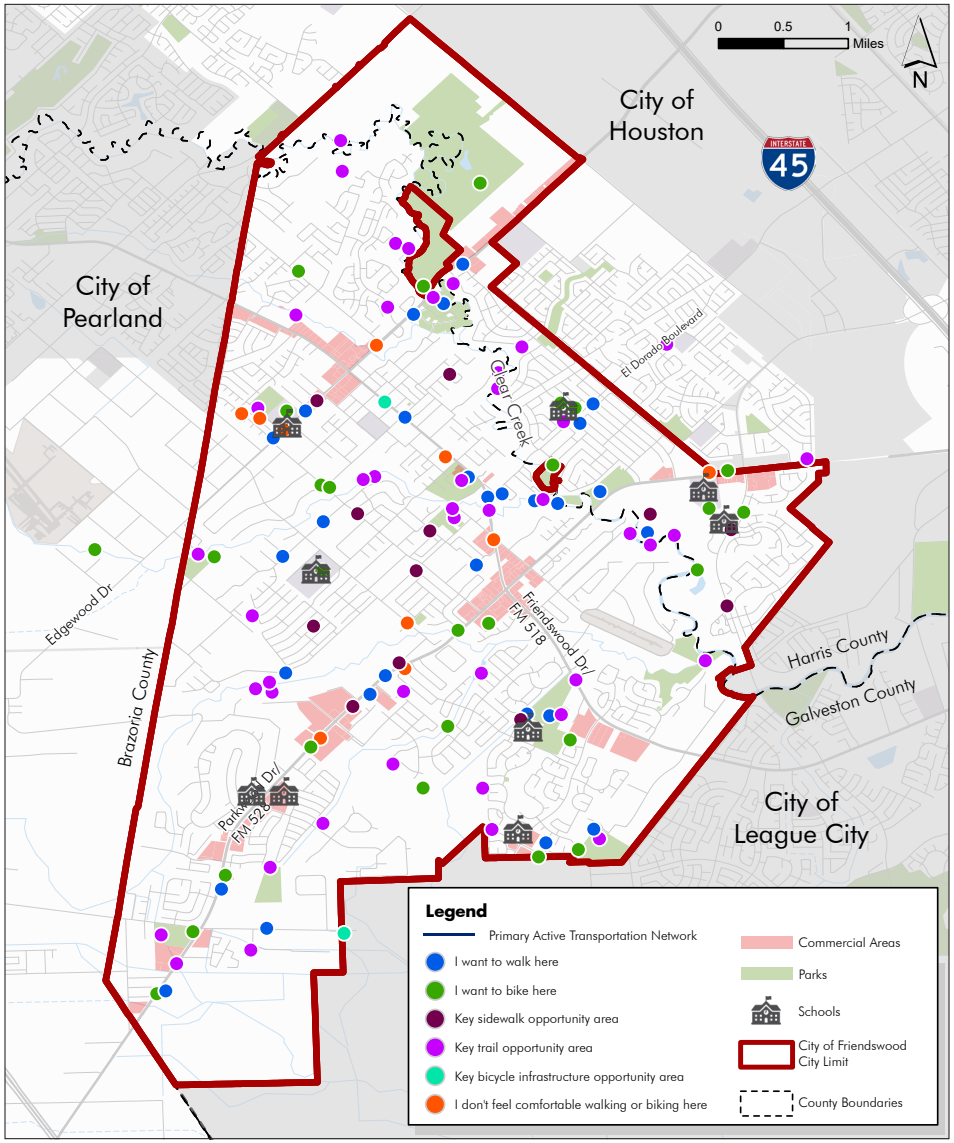


Figure 32. *Map of Opportunities*

Primary Active Transportation Network

Using the identified opportunities as a guide, the project team developed a Primary Active Transportation Network (PATN) to connect these opportunities to schools, parks, neighborhoods, and commercial areas. The PATN takes into consideration connections with adjacent communities. Based on information gathered in preceding efforts, using creeks and flood conveyance channels was not possible given right-of-way constraints and complexities with easements, so the PATN avoided these areas, instead prioritizing main corridors and neighborhood connections.

Several iterations of the PATN were developed, each refined using feedback received from the City of Friendswood, Steering Committee, Stakeholder Committee, and the community. The final PATN is illustrated in **Figure 33**.

Additional coordination is needed in several locations along the PATN, specifically where proposed connections extend beyond the City of Friendswood's jurisdiction. Implementation of these connections will require coordination with adjacent municipalities.



Primary Active Transportation Network Review - Steering Committee Meeting 2

Primary Active Transportation Network

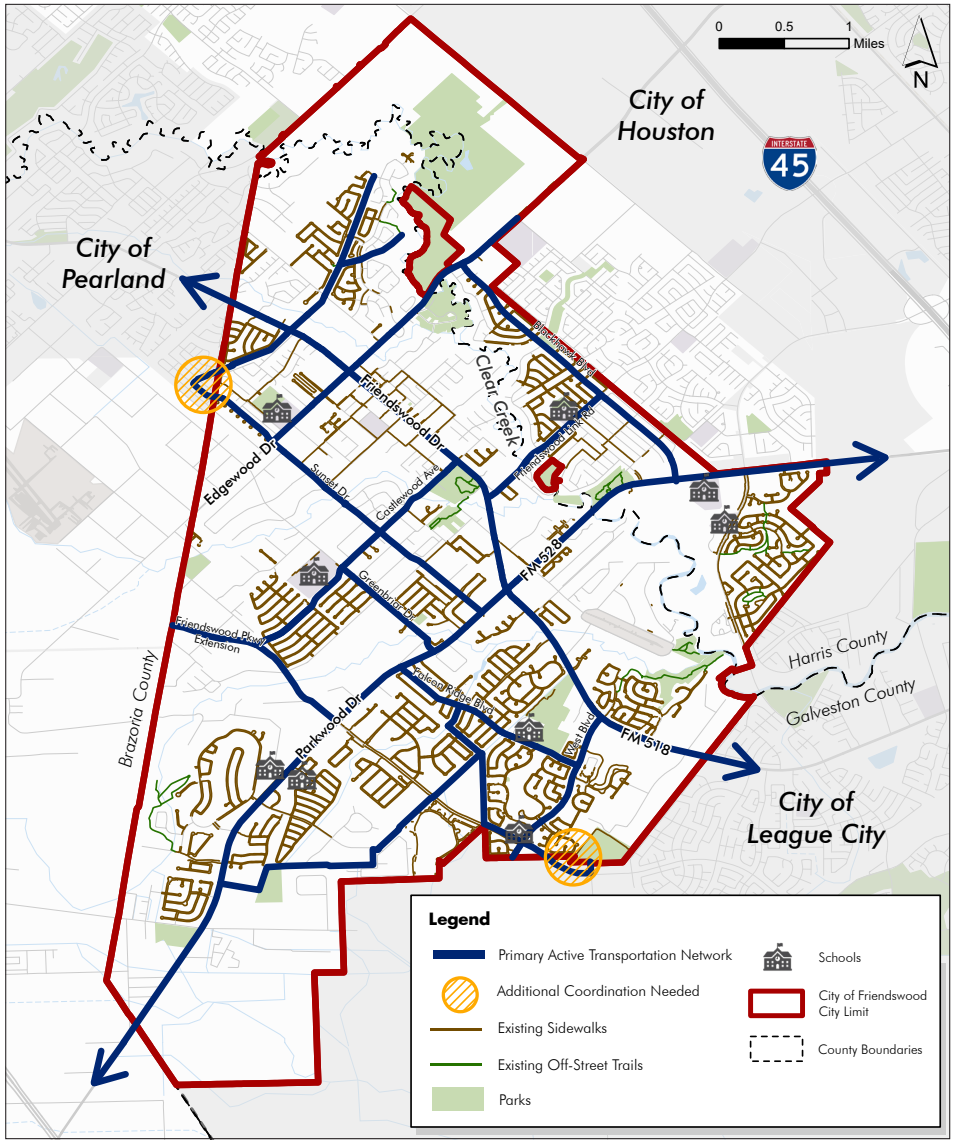
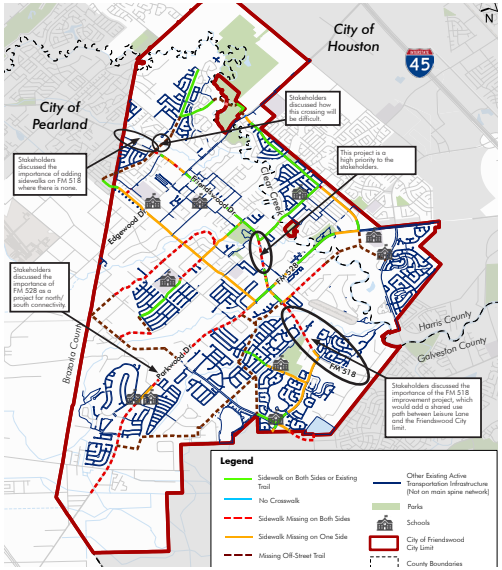


Figure 33. *Friendswood Primary Active Transportation Network (PATN)*

Using the PATN as a guide to inform project recommendations, gaps in active transportation infrastructure along the PATN were identified using a combination of aerial imagery and field verification. Infrastructure gaps, such as missing sidewalks on one or both sides of the street, missing off-street trails, and missing crosswalks are illustrated in **Figure 34**.

The gaps were used to develop the proposed projects to be evaluated as part of the needs-based analysis, described in the next section.



Feedback on Gap Analysis from Steering Committee Meeting 2



Gap Analysis Review - Steering Committee Meeting 2

PATN Gap Analysis

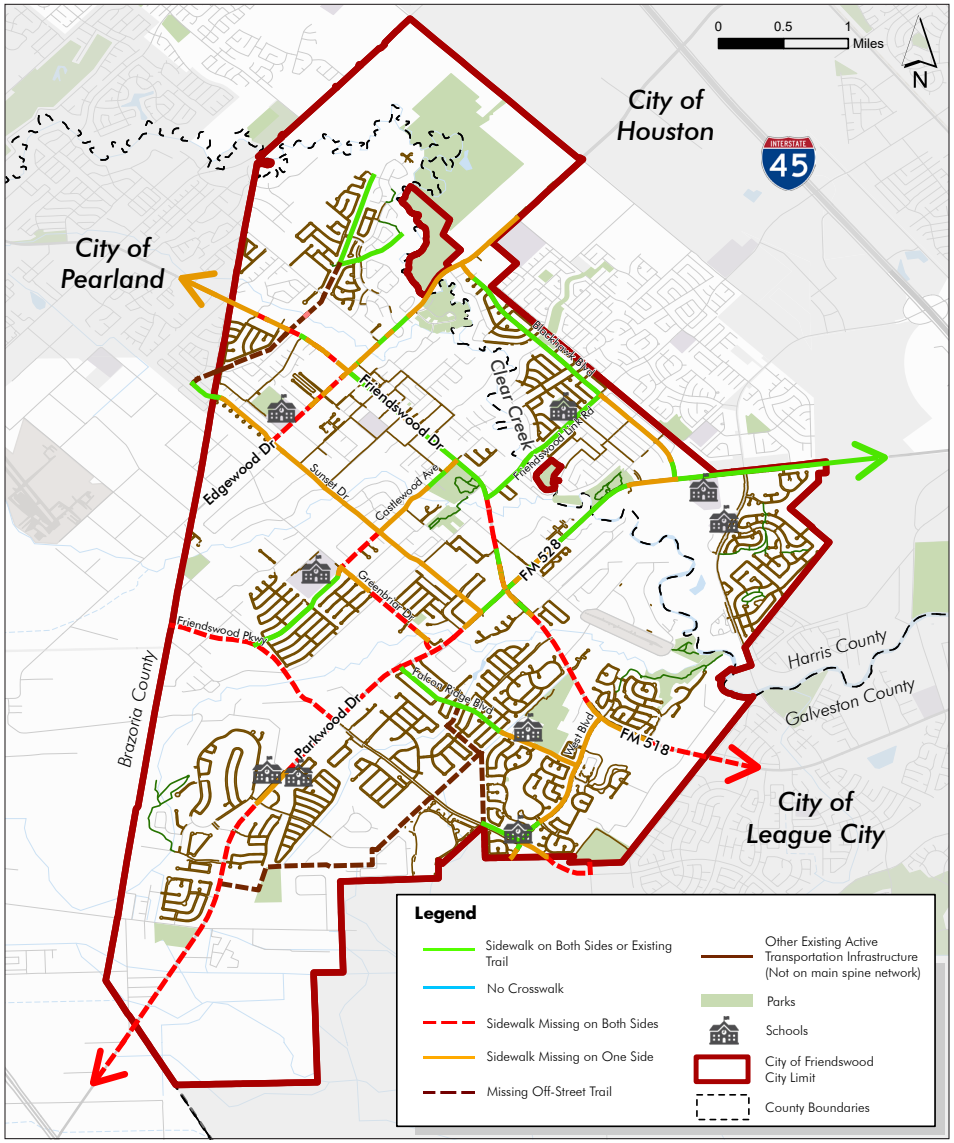


Figure 34. *Primary Active Transportation Network Gap Analysis*

PATN Projects

Fourteen projects were identified as recommendations along the PATN (**Figure 35**). While the needs-based analysis served as a key foundation for establishing these priorities, it was only one component of the overall evaluation process.

The final prioritized project selection incorporated input from public engagement efforts, as well as feedback from H-GAC and the City of Friendswood, to ensure the recommended projects reflect both technical need and community priorities. Five projects were selected for detailed development, discussed in Chapter 4.

Project Recommendations

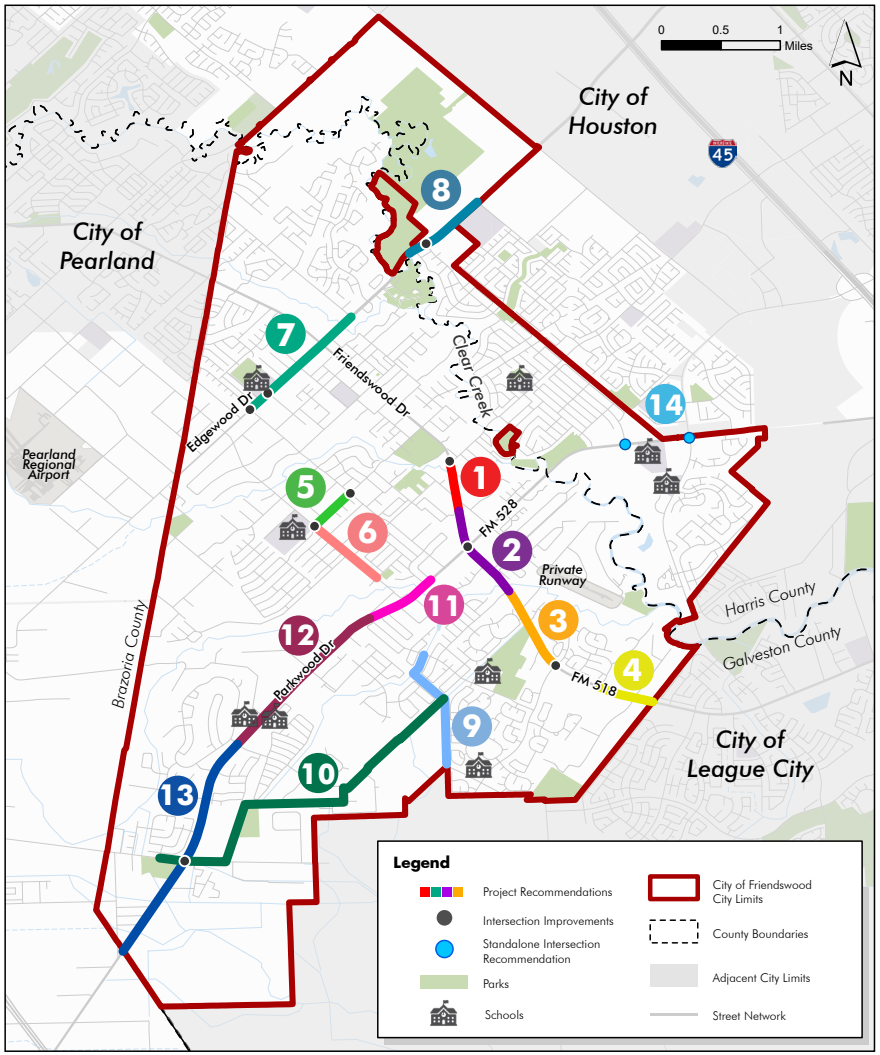


Figure 35. *PATN Project Recommendations*

1 FM 518 from Whispering Pines Avenue to Silverstone Drive
- Install pedestrian bridge on one side of the existing bridge
- Install sidewalk on the south side of the street on either side of the proposed pedestrian bridge
- Improve the intersection of FM 518 and Winding Way Ave

2 FM 518 from Silverstone Drive to Eagle Lakes Drive
- Install new sidewalks on both sides of the street
- Fill gaps in existing sidewalk network
- Install pedestrian bridge over Chigger Creek

3 FM 518 from Eagle Lakes Drive to West Boulevard
- Install new sidewalk on both sides of street
- Upgrade pedestrian crossing infrastructure at the intersection of FM 518 and West Boulevard

4 FM 518 from Ranch Drive to City Limits
- Install new sidewalk on both sides of street

5 Castlewood Avenue from just south of Greenbriar Avenue to Sunset Drive
- Install new sidewalk on north side of the street
- Improve pedestrian crossing infrastructure at the intersection of Castlewood Avenue and Sunset Drive

6 Greenbriar Avenue from Castlewood Avenue to Buckingham Drive
- Install sidewalk on both sides of street
- Improve pedestrian crossing infrastructure at the intersection of Castlewood Avenue and Greenbriar Drive

7 Edgewood Drive (FM 2351) from Sunset Drive to Melody Lane
- Install new sidewalks on at least one side of the street (north side), but preferably both sides
- Fill gaps in the existing sidewalk network
- Upgrade existing striped crosswalk at Garden Drive to a signalized HAWK midblock crosswalk signal
- Restripe pedestrian crosswalk at the intersection of Sunset Drive and Edgewood Drive

8 Edgewood Drive (FM 2351) from Hope Village Road to the entrance of Frankie Carter Randolph Park
- Install sidewalk on the north side of the street
- Improve pedestrian crossing infrastructure at the intersection of Edgewood Avenue and Blackhawk Boulevard

9 Off Street Trail 1: Easements from Falcon Ridge Drive to city limits (south of Friendswood Parkway)
- Install new shared use path (off street trail) through power line corridor

10 Off Street Trail 2: Easements from Eagle Lake Drive to FM 528
- Install new shared use path (off street trail)

11 FM 528 from Regency Court to Falcon Ridge Boulevard
- Install new sidewalk / shared use path on both sides on street
- Consider extending bike lane

12 FM 528 from Falcon Ridge Boulevard to San Joaquin Parkway
- Install new sidewalk / shared use path on both sides on street
- Consider extending bike lane

13 FM 528 from San Joaquin Parkway/ Cypress Point Drive to southern City Limit
- Install new sidewalk / shared use path on both sides on street
- Consider extending bike lane

14 Additional Intersection Improvements
- Intersection of FM 528 at Bay Area Boulevard
  - Restripe pedestrian crosswalks
  - Upgrade pedestrian crossing infrastructure
- Intersection of FM 528 at Blackhawk Boulevard
  - Restripe pedestrian crosswalks
  - Upgrade pedestrian crossing infrastructure
  - Add ADA accessible curb ramps

This analysis evaluates and prioritizes the proposed active transportation projects by measuring conditions within defined criteria to identify the relative need for project implementation within the group of proposed projects. Conditions are captured as value metrics — such as crash frequency, destination density, or network connectivity — measured across all projects. Because each metric uses different units of measurement (e.g., counts, percentages, linear feet), raw values are normalized using a Z-score method so they can be compared and combined on a common scale. Each criterion is scored on a relative basis, meaning a project's score reflects how it compares to the other projects within this specific group of recommendations. Each category is weighted to reflect the goals and objectives of the community, with all weights summing to 100% on a 1,000-point scale.

Six evaluation metrics, or categories, were selected for this analysis – safety, mobility, connectivity, access, environment, and public input. Each category is evaluated by measurable criteria listed here:

Needs-Based Analysis Evaluation Criteria

Criteria 1: Safety

- 5-Year Average of Vehicle Crashes
- 5-Year Average of Pedestrian Crashes
- 5-Year Average of Bike Crashes
- 5-Year Average Monetized Values of Injuries (In Millions)
- 5-Year Crash Rate

Criteria 2: Mobility

- Highest Functional Classification
- Existing Pedestrian and Bicycle Commuters (H-GAC ACE Tool)

Criteria 3: Connectivity

- Existing Bike Network Connection
- Barrier Elimination
- Existing Trail Connections

Criteria 4: Access

- Schools, parks, community centers, grocery stores, healthcare facilities and care facilities (e.g., childcare, senior care, mental health), government buildings, and places of worship
- Commercial areas, multifamily housing

Criteria 5: Environment

- Floodplains
- Wetlands

Criteria 6: Public Input

- Community feedback

Score Weighting

Raw data values are first normalized to enable fair comparison across different units. A two-tier weighting structure then controls scoring influence. Point values assigned to individual criteria determine their weight within a category, while percentage weights assigned to categories determine each category's share of the total score. These settings enabled the City of Friendswood to align the ranking with its policy priorities. The final weights used for each category are illustrated in **Figure 36**.

The five highest ranking projects overall are listed in **Table 3** and mapped in **Figure 37**.

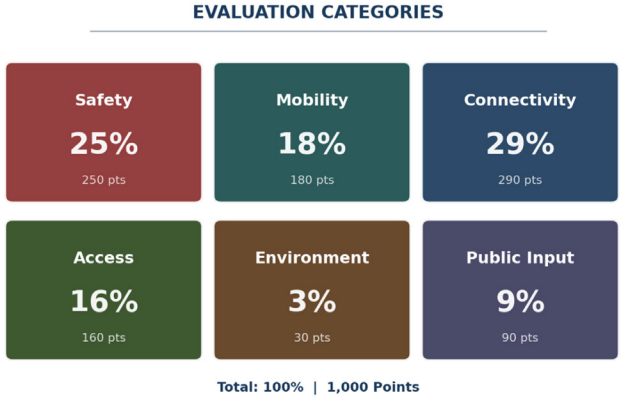


Figure 36. *Evaluation Categories and Weighting*

Table 3. *Five Highest Ranked Projects from NBA*

Rank	Project Name	Score
1	FM 518 from Whispering Pines Avenue to Silverstone Drive	682.4
2	FM 518 from Silverstone Drive to Eagle Lakes Drive	601.0
3	Edgewood Drive (FM 2351) from Sunset Drive to Melody Lane	560.8
4	FM 528 from San Joaquin Pkwy/Cypress Point Drive to City Limit	491.6
5	FM 528 from Falcon Ridge Boulevard to San Joaquin Parkway	490.8

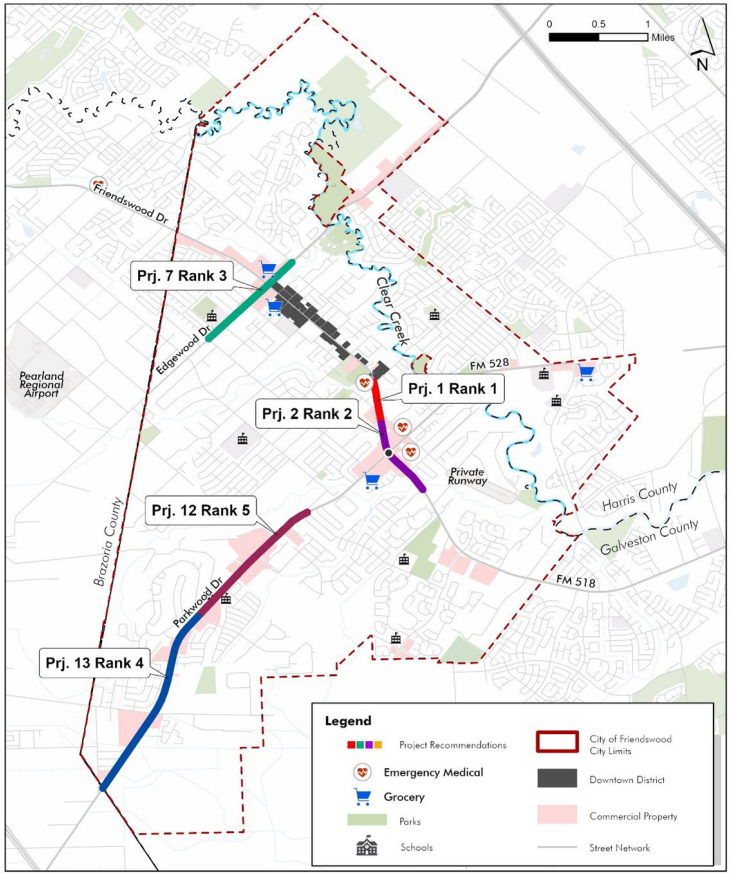


Figure 37. *Priority Projects Ranked from the Needs-Based Analysis*



Chapter 4

Recommendations and Implementation

Friendswood Active Transportation Plan Project Profiles

Out of the fourteen projects identified on the Primary Active Transportation Network, the team selected five projects for detailed development, listed in **Table 4** and mapped in **Figure 38**, based on the needs-based analysis, input from the City and H-GAC, and the public. The following sections describe these projects and provide a detailed profile for each.

Table 4. *Prioritized Projects*

Project Rank	Project Name	Project Limits
1	FM 518	From Whispering Pines Avenue to Silverstone Drive
2	FM 518	From Silverstone Drive to Eagle Lakes Drive
3	Castlewood Avenue Sidewalk	From just south of Greenbriar Drive at the existing sidewalk terminus to Sunset Drive
4	Greenbriar Drive Sidewalk	From Castlewood Avenue to just east of Buckingham Drive
5	Intersection of FM 528 and Bay Area Boulevard	Intersection of FM 528 and Bay Area Boulevard

Top Five Prioritized Infrastructure Projects

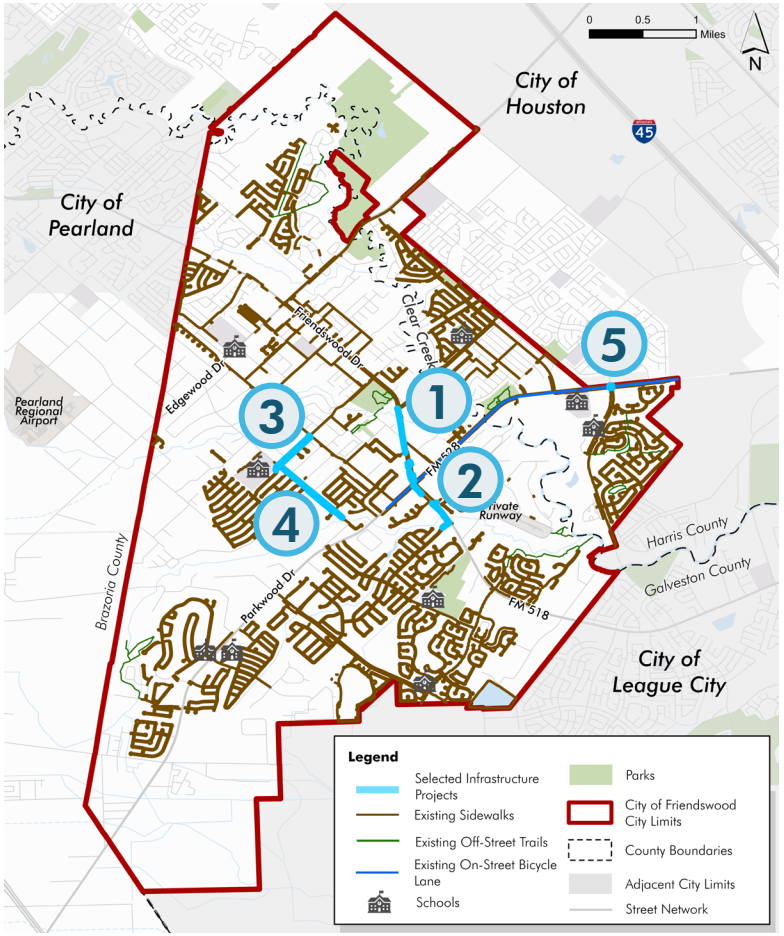


Figure 38. *Prioritized Projects on the PATN*

PROJECT 1: FM 518 from Whispering Pines Avenue to Silverstone Drive

Project Description

The project will fill in gaps in the existing sidewalk network along FM 518 between Whispering Pines and Silverstone Drive by constructing approximately 1,200 feet of new sidewalk and a 900-foot separated pedestrian bridge over Cowart Creek. The sidewalk and pedestrian bridge will be constructed on the west side of the street. This project will also improve safety at the intersection of FM 518 and Winding Way Drive by upgrading the signal equipment and adding high-visibility crosswalk markings on the west and south legs.

This project is a critical connection and has been a repeated priority heard from the community during the public engagement process. Pedestrians frequently attempt to cross Cowart Creek via the median along FM 518, resulting in unsafe conditions. The project will provide a direct connection to Downtown Friendswood, including several key facilities such as Stevenson Park, City Hall, and Friendswood's main commercial district.

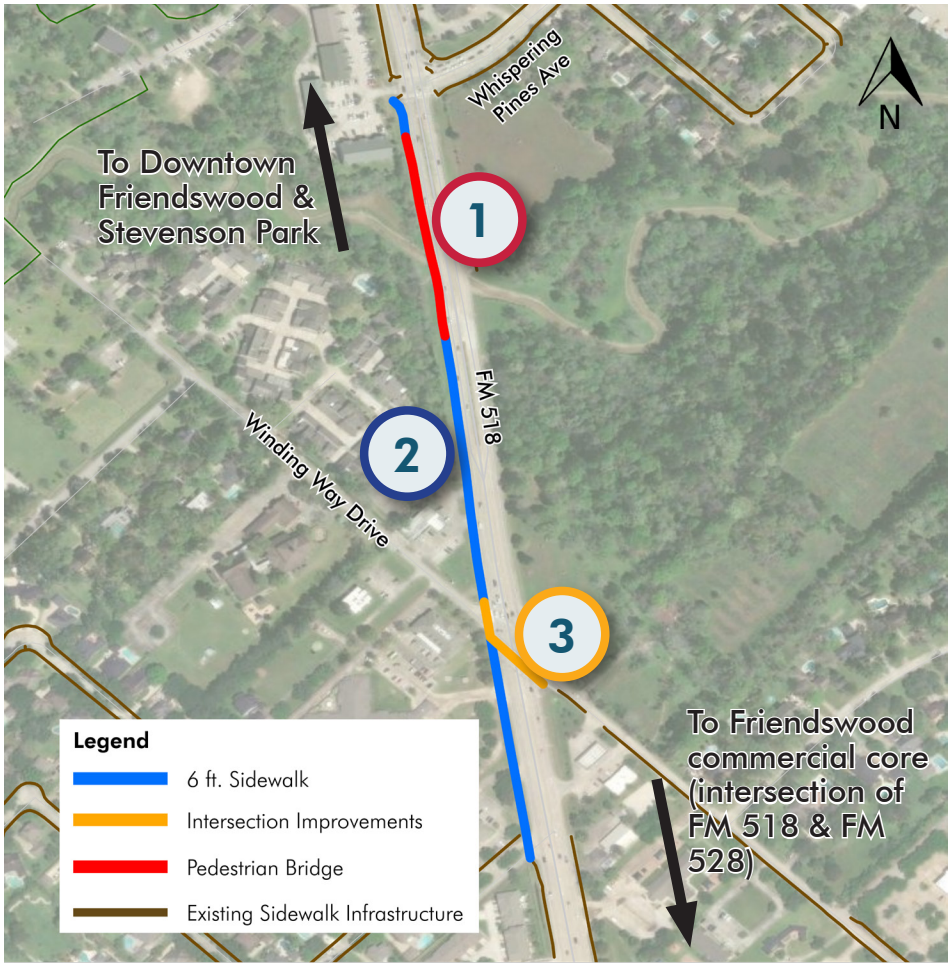


Figure 39. *Project 1: FM 518 Location*

Nearmap, March 2026

Project Length

2,546 feet (0.5 miles)

Facility Type

- Sidewalk
- Pedestrian Bridge
- Intersection Improvements

Estimated Cost

$2.3 Million

Estimated Duration

2 - 3 years (Not including ROW or easement acquisition, if required)

Potential Implementation Partners

- City of Friendswood
- H-GAC
- TxDOT

Coordination & Maintenance

- Coordination with TxDOT, utility companies, and property owners (driveways)
- TxDOT project in development at FM 518 & Winding Way Drive
- Establish maintenance agreement with TxDOT

Potential Funding Opportunities

- H-GAC Active Transportation
- TxDOT Transportation Alternatives

Engineering Considerations and Project Specifications

Numbers below are associated with the numbers on the previous page.

1 Pedestrian Bridge

- Separated pedestrian bridge
- Rail-to-rail clearance of 8 feet per TxDOT Roadway Design Manual
- No ROW acquisition or easements anticipated

2 Sidewalk

- Minimum 6-foot-wide sidewalk with 10-foot clearance from edge of travel way (the shoulder may count toward the required clearance width) per TxDOT Roadway Design Manual
- Slotted curb buffer
- Ditch reshaping needed north of Winding Way Drive and piping ditch needed south of Winding Way Drive
- No ROW acquisition or easements anticipated

3 FM 518 and Winding Way Drive

- High-visibility crosswalks on west and south legs per TxDOT Pavement Marking Standards & Texas Manual on Uniform Traffic Control Devices (TMUTCD)
- Upgrade signal equipment from span wire to mast arm

Existing Conditions Photos



Bridge over Cowart Creek on FM 518 looking northbound



Looking southbound on FM 518 at Whispering Pines Ave.



FM 518 at Whispering Pines Ave. looking east

PROJECT 2: FM 518 from Silverstone Drive to Eagle Lakes Drive

Project Description

The project will fill existing sidewalk gaps along FM 518 to complete the sidewalk network between Silverstone Drive and Eagle Lakes Drive. Approximately 2,750 linear feet of sidewalk will be constructed with this project, in addition to a 200-foot separated pedestrian bridge over Chigger Creek on the west side of the street. The intersection of FM 518 and FM 528 will also be improved as part of this project and will add high-visibility crosswalks, and upgraded curb ramps. Upgraded pedestrian signal equipment will also be installed at the intersection of FM 518 and Leisure Lane.

This project was identified as a high priority during the public engagement process, and is a critical connection over Chigger Creek, which is a major barrier to multimodal transportation.

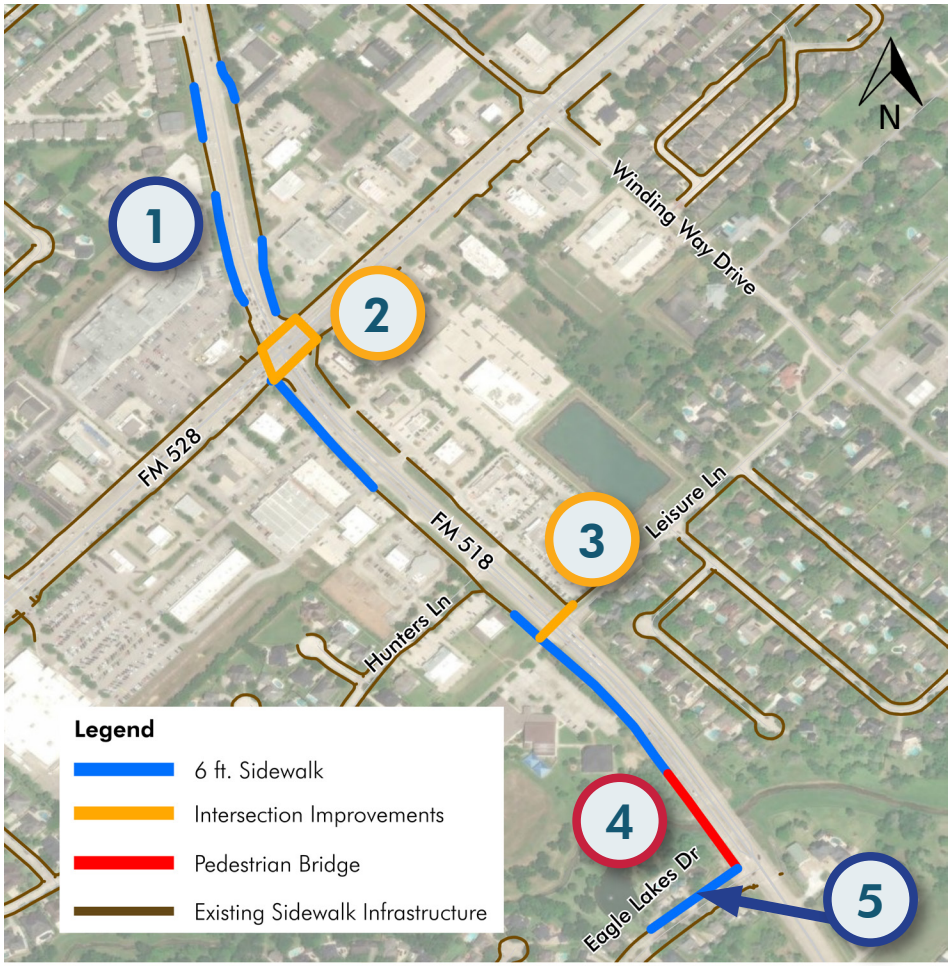


Figure 40. *Project 2: FM 518 Location*

Nearmap, March 2026

Project Length

2,950 feet

Facility Type

- Sidewalk Gaps
- Pedestrian Bridge
- Intersection Improvements

Estimated Cost

$2.2 Million

Estimated Duration

2 - 3 years (Not including ROW or easement acquisition, if required)

Potential Implementation Partners

- City of Friendswood
- H-GAC
- TxDOT

Coordination & Maintenance

- Coordination with TxDOT, utility companies, Eagle Lakes neighborhood, and property owners (driveways)
- Establish maintenance agreement with TxDOT

Potential Funding Opportunities

- H-GAC Active Transportation
- TxDOT Transportation Alternatives

Engineering Considerations and Project Specifications

Numbers below are associated with the numbers on the previous page.

1 Sidewalk on FM 518

- Minimum 6- foot-wide sidewalk with 10-foot clearance from edge of travel way (can include shoulder in clearance width) per TxDOT Roadway Design Manual
- Slotted curb buffer
- Ditch reshaping
- ROW acquisition or easements are anticipated for the sidewalk south of FM 528 on west side of FM 518, near Leisure Lane on west side of FM 518, and west of FM 518 on north side of Eagles Lakes Drive

2 FM 518 & FM 528

- Upgrade curb ramps per ADA & PROWAG
- Upgrade signal equipment from span wire to mast arm

3 FM 518 & Leisure Lane

- High-visibility crosswalk on north and west legs per TxDOT Pavement Marking Standards & TMUTCD
- Add curb ramps and sidewalk connection in northeast corner per ADA & PROWAG (will need to extend pipe and move SET in northeast corner)
- Add pedestrian signal equipment

4 Pedestrian Bridge

- Separated pedestrian bridge
- Rail-to-rail clearance of 8 feet per TxDOT Roadway Design Manual
- Potential ROW acquisition or easement anticipated on north end of pedestrian bridge

5 Sidewalk on Eagle Lakes Drive

- 6-foot-wide sidewalk (minimum 4-foot-wide sidewalk per the City of Friendswood Design Criteria Manual)
- Slotted curb
- Frame & grate over concrete channel in northwest corner of FM 518 & Eagle Lakes Drive intersection
- Eagle Lakes sign and community pool landscaping may need modifying to accommodate sidewalk

Existing Conditions Photos



Existing sidewalk conditions on FM 518



Existing conditions at the intersection of FM 518 and FM 528



Bike lane on FM 528

PROJECT 3: Castlewood Avenue Sidewalk

Project Description

The project will add approximately 2,300 linear feet of a new, 5-foot sidewalk along Castlewood Avenue, from 300 feet west of Greenbriar Drive to Sunset Drive. The project will begin at an existing sidewalk terminus just before the intersection of Greenbriar Drive. The intersection of Castlewood Avenue and Greenbriar Drive will also be improved as part of this project with high-visibility crosswalks and upgraded curb ramp features.

The sidewalk is desired by the community and will connect students between their homes and Friendswood High School.

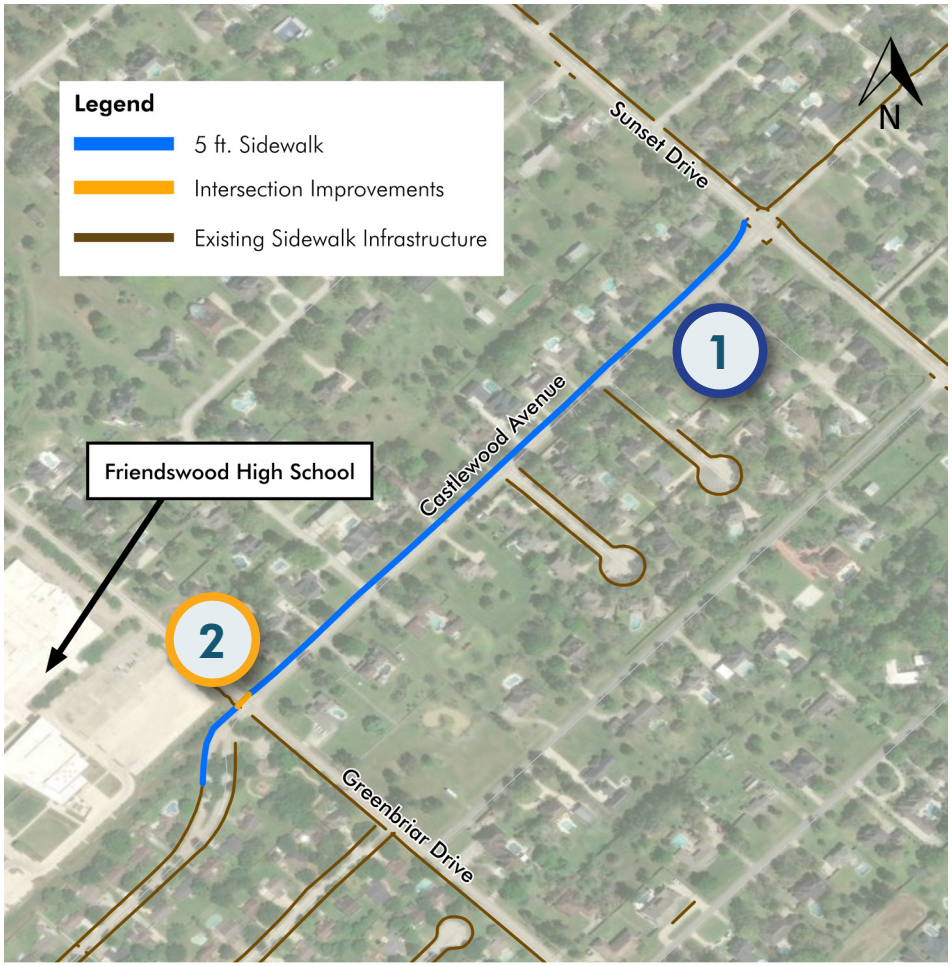


Figure 41. *Project 3: Castlewood Avenue Sidewalk Location*

Nearmap, March 2026

Project Length

2,300 feet of sidewalk on the north side of Castlewood Avenue

Facility Type

- Sidewalk
- Intersection Improvements

Estimated Cost

$500,000

Estimated Duration

1 - 2 years (Not including ROW or easement acquisition, if required)

Potential Implementation Partners

- City of Friendswood
- H-GAC

Coordination & Maintenance

- Coordination with utility companies, Friendswood High School, and property owners (driveways)

Potential Funding Opportunities

- H-GAC Active Transportation
- TxDOT Transportation Alternatives

Engineering Considerations and Project Specifications

Numbers below are associated with the numbers on the previous page.

1 Sidewalk on Castlewood Avenue

- 5-foot-wide sidewalk (minimum 4-foot-wide sidewalk per the City of Friendswood Design Criteria Manual)
- Slotted curb buffer
- Ditch reshaping
- Potential for ROW acquisition or easements west of Greenbriar Drive

2 Greenbriar Drive & Castlewood Avenue

- High-visibility crosswalk on north leg per TMUTCD
- Add advance warning signage for pedestrian crossings on Greenbriar Drive per TMUTCD
- Upgrade/add curb ramps per ADA & PROWAG

Existing Conditions Photos



Castlewood Avenue





Castlewood Avenue at Greenbriar Drive (top) Castlewood Avenue (bottom)



Castlewood Avenue

Before and After Renderings of Castlewood Avenue Sidewalk Project



Castlewood Avenue - Existing Conditions



Castlewood Avenue - After Sidewalk Treatment

PROJECT 4: Greenbriar Drive Sidewalk

Project Description

The project will construct a new, 6-foot sidewalk along Greenbriar Drive from Castlewood Avenue to 500 feet south of Buckingham Court. The project will consist of approximately 1,500 feet of sidewalk on the west side of Greenbriar Drive, and will connect to the existing sidewalk. Additionally, approximately 3,800 feet of sidewalk will be constructed on the east side of Greenbriar Drive. The intersection of Castlewood Avenue and Greenbriar Drive will also be improved by adding high-visibility crosswalks, advanced warning signage, and upgraded curb ramps.

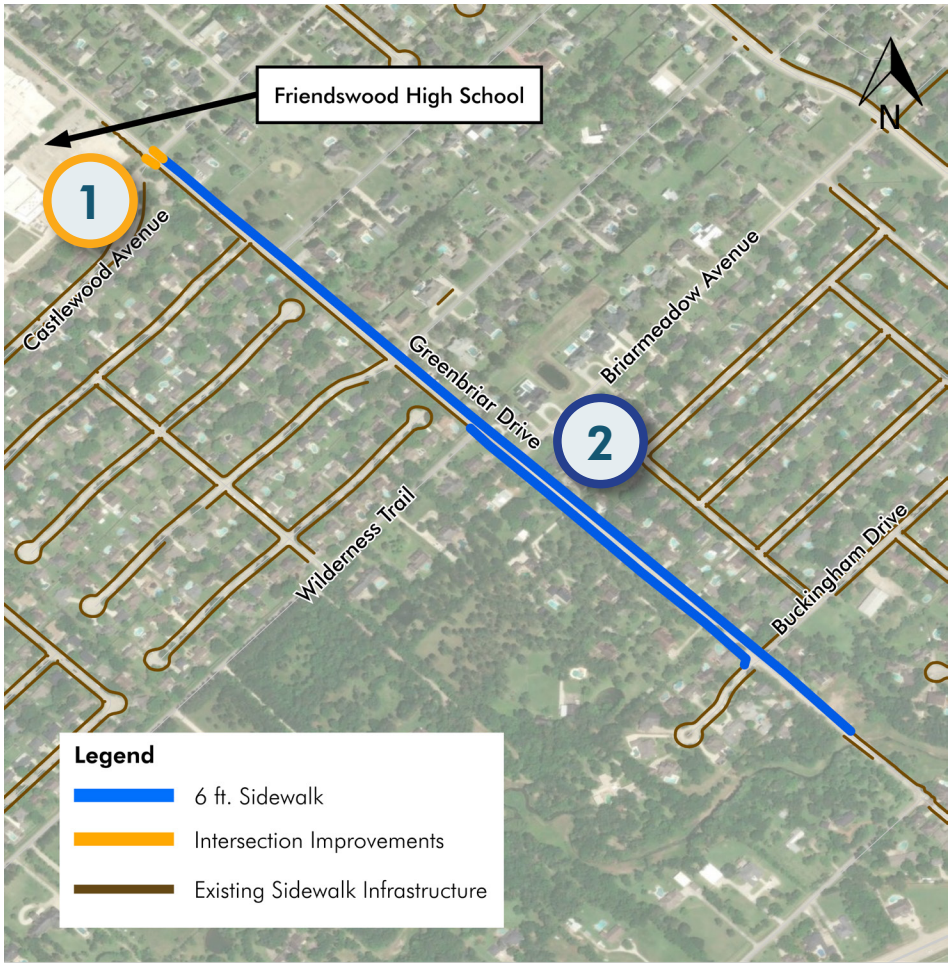


Figure 42. *Project 4: Greenbriar Drive Sidewalk Project Location*

Nearmap, March 2026

Project Length

5,300 feet

Facility Type

- Sidewalk
- Intersection Improvements

Estimated Cost

$1.3 Million

Estimated Duration

1 - 2 years

Potential Implementation Partners

- City of Friendswood
- H-GAC
- TxDOT

Coordination & Maintenance

- Coordination with utility companies, Friendswood High School, and property owners (driveways)

Potential Funding Opportunities

- H-GAC Active Transportation
- TxDOT Transportation Alternatives

Engineering Considerations and Project Specifications

Numbers below are associated with the numbers on the previous page.

1 Greenbriar Drive & Castlewood Avenue

- High-visibility crosswalks on east and west legs per TMUTCD
- Upgrade/add curb ramps per ADA & PROWAG

2 Sidewalk on Greenbriar Drive

- 6-foot-wide sidewalk adjacent to travel lane with slotted curb (minimum 4-foot-wide sidewalk per the City of Friendswood Design Criteria Manual)
- Slotted curb buffer
- Ditch reshaping
- Potential for ROW acquisition or easements on west side of Greenbriar Avenue from Briarmeadow Avenue to Buckingham Court

Existing Conditions Photos



Greenbriar Drive







Missing sidewalk connections to and along Greenbriar Drive

PROJECT 5: Intersection of FM 528 & Bay Area Boulevard

Project Description

The project will upgrade the intersection of FM 528 and Bay Area Boulevard. This intersection has a history of negative impacts on vulnerable roadway users, including serious injuries and fatalities. With the planned Friendswood City Center and Midline Master Planned Development nearby, additional traffic stress will be placed on this intersection. Recommendations include upgrading the traffic and pedestrian signals, as well as curb ramps to be compliant with ADA requirements. A pedestrian refuge island should be constructed at this intersection to further protect vulnerable roadway users.



Figure 43. *Project 5: Intersection of FM 528 and Bay Area Blvd. Project Location*

Project Length

~420 feet

Facility Type

- Intersection Improvements

Estimated Cost

$1 Million

Estimated Duration

12 - 18 Months

Potential Implementation Partners

- City of Friendswood
- TxDOT
- City of Houston
- Harris County

Coordination & Maintenance

- Coordination with TxDOT (project in development)

Potential Funding Opportunities

- H-GAC Active Transportation
- TxDOT Transportation Alternatives

Engineering Highlights

Numbers below are associated with the numbers on the previous page.

1

FM 528 & Bay Area Boulevard

- Upgrade signal equipment from span wire to mast arm
- Upgrade curb ramps per ADA & PROWAG
- Extend Bay Area Boulevard medians to include pedestrian refuge island
- Additional right-of-way needed

Existing Conditions Photos







Bay Area Boulevard looking south across FM 528

Safety Impacts

All of the proposed PATN infrastructure project recommendations have a goal of improving safety for bicyclists and pedestrians. Specific safety benefits of all projects can be documented and quantified through TxDOT's Highway Safety Improvement Program (HSIP). HSIP is a federally funded program that supports data-driven investments in roadway safety improvements, and have quantifiable, standardized crash reduction factors associated with active transportation improvements.

Table 6 summarizes the quantifiable benefits associated with the proposed improvements. Some projects will see a greater crash reduction factor based on the project type, specifically the projects that are constructing new sidewalks where none exist today.

Project Benefits

The five projects selected for detailed development were evaluated against H-GAC's Activity-Connectivity (ACE) Tool to determine the estimated impacts each project will have in terms of mode shift patterns and vehicle miles traveled (VMT) reduction. A 0.25-mile buffer was placed around each of the top five priority projects, and mode shift and VMT reduction data was collected and is displayed in **Table 5**. The analysis shows that these projects provide meaningful community benefits by shifting trips from automobile travel to walking or biking.

Table 5. *Project Benefits (H-GAC ACE Tool)*

Project Rank	Project Name	Mode-Shift New Walking Trips	Mode-Shift New Bicycling Trips	Daily VMT Reduction by New Walking Commuters (Miles)	Daily VMT Reduction by New Bicycling Commuters (Miles)	Total Daily VMT Reduction
1	FM 518 from Whispering Pines Avenue to Silverstone Drive	12	34	5.5	53.7	59.2
2	FM 518 from Silverstone Drive to Eagle Lakes Drive	20	54	12.5	92	104.5
3	Castlewood Avenue Sidewalk	18	38	11.3	62.6	73.8
4	Greenbriar Drive Sidewalk	8	52	4.4	84.6	89.9
5	Intersection of FM 528 and Bay Area Boulevard	14	118	16.3	294.1	310.4

Table 6. *TxDOT HSIP Crash Reduction Factors for Proposed Capital Improvements*

Improvement Name	Definition	HSIP Code (TxDOT)	Crash Reduction Factor
Install Sidewalks	Install new sidewalks where none currently exist including the extension of existing sidewalks. Widening existing sidewalks is not eligible.	407	50%
Install Pedestrian Crosswalk	Place pedestrian crosswalk markings where none existed previously. Refer to Work Code (WC) 114 for school zones, and WC 110 for pedestrian signal.	403	10%
Improve Traffic Signals (Hardware)	Improve existing intersection signals to current design standards. Can include replacement of signal heads with retroreflective backplates, as well as upgrading wire signals with mast arms. May also include adding and realigning curb ramps, as well as enhancements to pavement markings.	108	10%
Install Pedestrian Signal	Provide a pedestrian signal at an existing signalized location where no pedestrian phase exists, but pedestrian crosswalks are existing.	110	34%
Safety Lighting (Non-Intersection)	Provide roadway lighting, either partial or continuous, where either none existed previously or major improvements are being made	304	30%
Safety Lighting (Intersection)	Install lighting at an intersection where either none existed previously or major improvements are proposed. Refer to WC 304 for general lighting.	305	13%
Install Raised Median	Install a roadway divider using barrier curb. If local access is impacted, approval from the Chief Engineer is required prior to advertisement and publishing the job for letting.	203	25%

Source: TxDOT Crash Reduction Factors

Sidewalk Gap Filling Program

In addition to the project recommendations located on the Primary Active Transportation Network, several additional, smaller sidewalk gap filling projects have been identified that will benefit multimodal connectivity in Friendswood. These improvements are designed to connect residents to schools, parks, and daily destinations, and reduce unsafe walking conditions.

The sidewalk gap filling projects are in three categories:

- Sidewalk gaps on local streets under 350 feet
- Sidewalk gaps that are on or adjacent to a TxDOT facility
- Sidewalk gaps that are over 350 feet









All pictures on this page show sidewalk gaps in various locations throughout Friendswood

Sidewalk Gaps on Local Streets Under 350 Feet

Nine sidewalk gap projects were identified in this category. These projects are located on city-controlled, local streets and are under 350 feet in length, meaning they would typically not require extensive engineering. The projects focus on identifying the smallest gaps with the largest network connectivity improvements across the pedestrian network. The gaps in this category either connect to the PATN or to another sidewalk that would then connect to the PATN. These projects are displayed in yellow in **Figure 44**.

Sidewalk Gaps that are on or Adjacent to a TxDOT Facility

This category includes nine sidewalk gap projects that are on or adjacent to a TxDOT facility, mapped in **Figure 45**. These segments complete pedestrian connections along or that touch major TxDOT maintained roadways, including FM 518, FM 528, and Edgewood Drive/FM 2351. Many of the projects in this category connect neighborhood sidewalks to FM 528, which should be filled when the proposed improvements along FM 528 are implemented. However, since there are not any sidewalk facilities that exist today on FM 528, it is not feasible to construct these sidewalk connections at this time.

Sidewalk Gaps that are Over 350 Feet

This category of projects includes two projects that are over 350 feet. One is located along FM 518, and the second is located along Laura Leigh Drive. These projects are key connections that will help complete the sidewalk network and will require detailed engineering design. The two projects are displayed in green in **Figure 46**.

Sidewalk Gap Fills on Local Streets Under 350 Feet

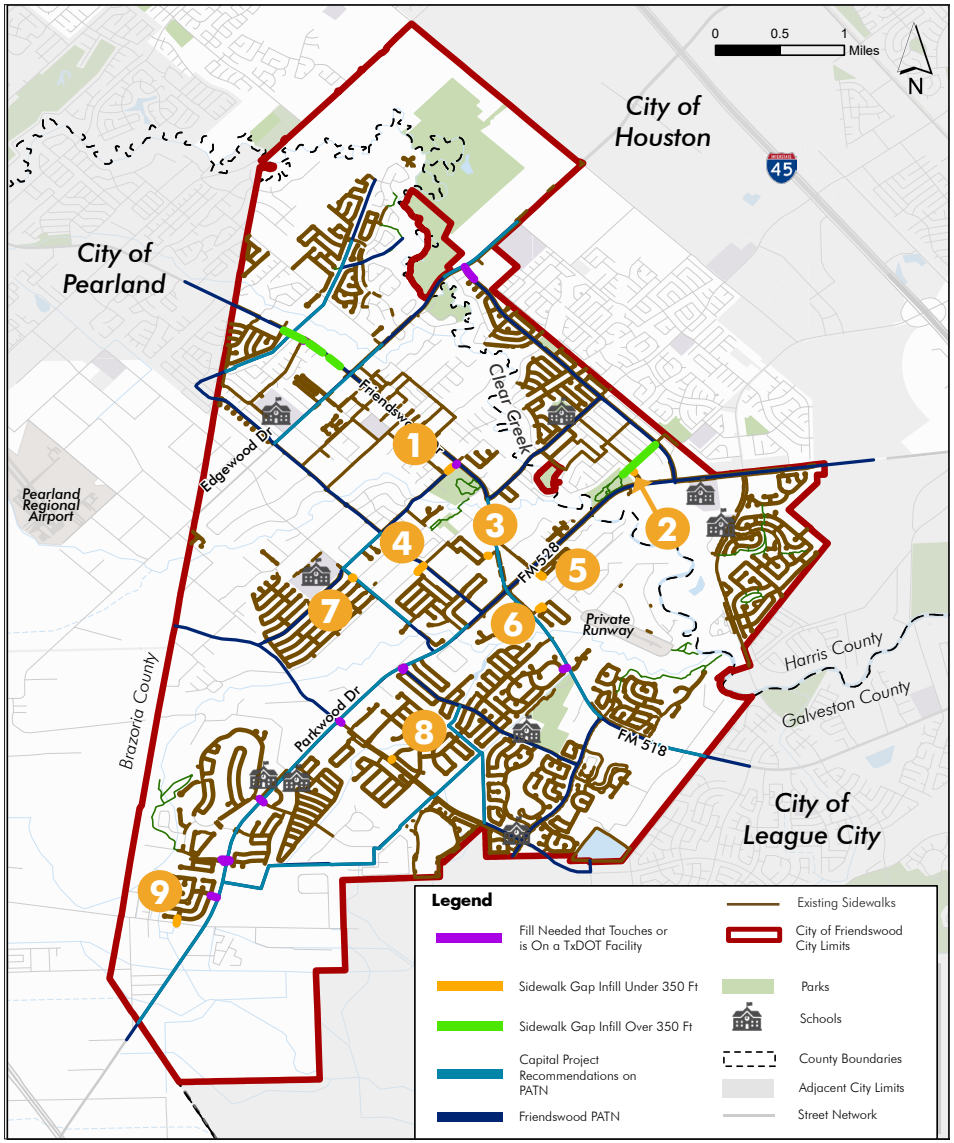
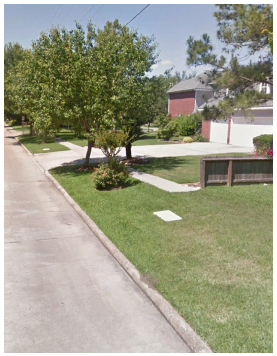


Figure 44. *Sidewalk Gap Fills on Local Streets Under 350 Feet*

1 Castlewood Avenue

Length: 200 feet
North/west side of the street

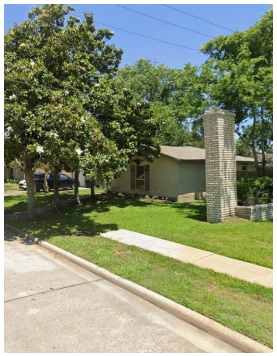
- From existing sidewalk terminus near Cedarwood Avenue to existing sidewalk terminus near FM 518
- Right-of-way (ROW)/easement needed; utilities coordination; property owner coordination; potential tree relocation/removal



2 Townes Road

Length: 300 feet
North side of the street

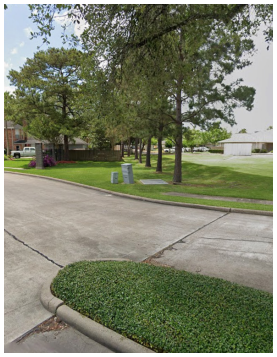
- From existing sidewalk terminus (at multifamily internal street) to Laura Leigh Drive
- New curb ramp
- Property owner coordination (relocate/remove trees with ROW/easement OR push curb out and remove on-street parking)



3 Silverstone Drive

Length: 60 feet
North side of the street

- From existing sidewalk terminus to existing sidewalk terminus
- ROW/easement needed; utilities coordination; neighborhood coordination (stone column at end of fence)

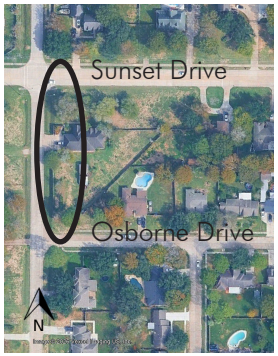


Sidewalk Gap Fills on Local Streets Under 350 Feet

4 Briarmeadow Avenue

Length: 330 feet
West side of the street

- From Osborne Drive to Sunset Drive
- New curb ramp
- Ditch reshaping or piping needed



5 Winding Way Drive

Length: 200 feet
North/west side of the street

- From existing sidewalk terminus to Parkwood Village Drive
- ROW/easement needed; utilities coordination; property owner coordination
- Potential tree relocation/removal



6 Leisure Lane

Length: 130 feet
East side of the street

- From existing sidewalk terminus to Talon Drive
- New curb ramp; high-visibility crosswalk
- ROW/easement needed (sidewalk behind ditch)



7 Killarney Avenue

Length: 50 feet
North/west side of the street

- From existing sidewalk terminus to Greenbriar Drive
- Culvert crossing of ditch required

Length: 25 feet
South/east side of the street

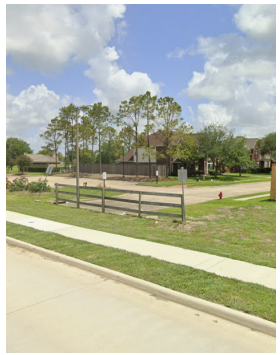
- From existing sidewalk terminus to Greenbriar Drive
- Culvert crossing of ditch required



8 Mossy Stone Drive

Length: 60 feet
East side of the street

- From existing sidewalk terminus to Friendswood Parkway
- Potential ROW/easement needed



9 Crescent Drive

Length: 180 feet
West side of the street

- From existing sidewalk terminus to County Road 133
- Neighborhood coordination (landscaping)



Sidewalk Gaps that are Adjacent to or on a TxDOT Facility

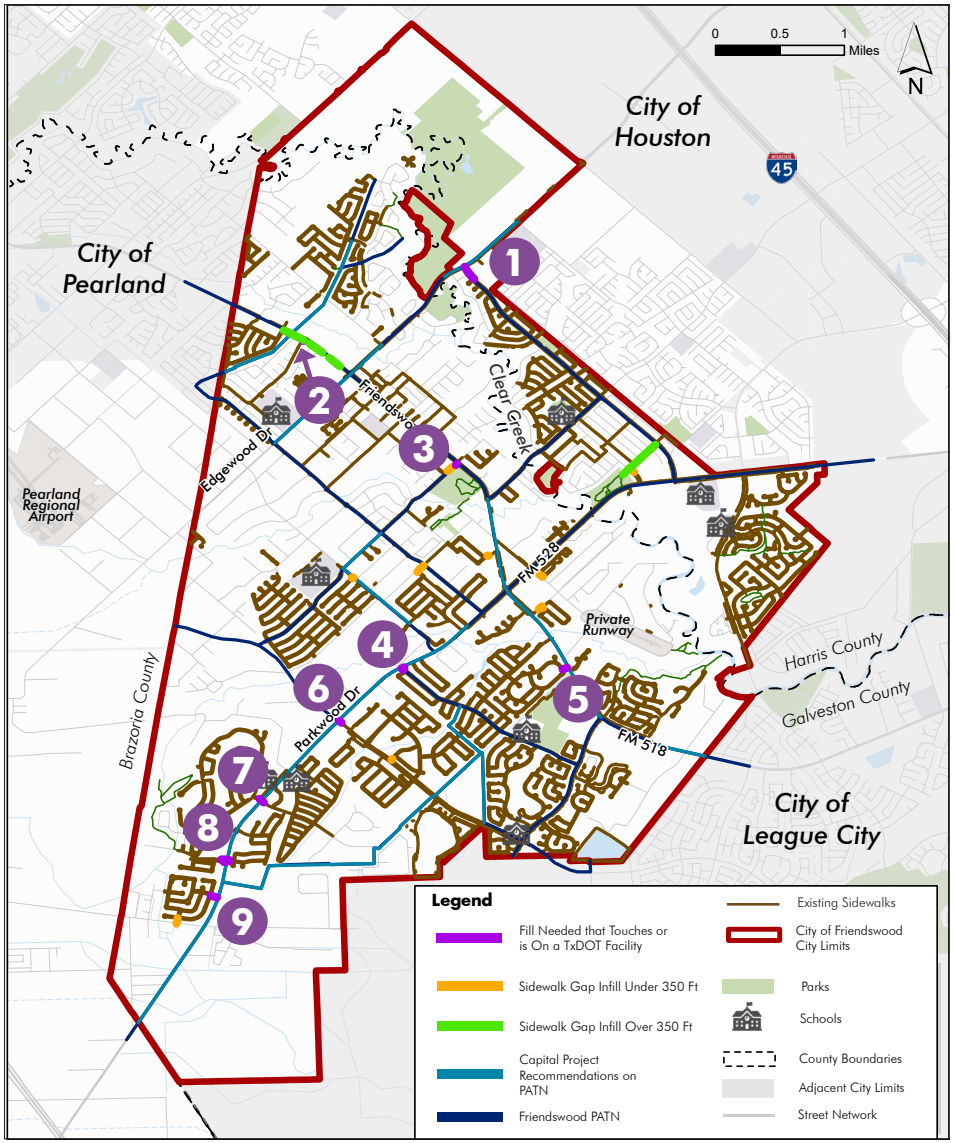


Figure 45. *Sidewalk Gap that are on or Adjacent to a TxDOT Facility*

1 Blackhawk Boulevard

Length: 500 feet
East side of the street

- From Edgewood Drive to existing sidewalk terminus
- New curb ramps
- Signal equipment relocation; streetlight relocation; City of Friendswood sign relocation



2 Mary Ann Drive

Length: 50 feet
East side of the street

- From existing sidewalk terminus to FM 518
- New curb ramp



3 Castlewood Avenue

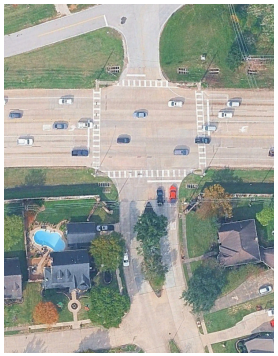
Length: 80 feet
East/south side of the street

- From existing sidewalk terminus to FM 518
- New curb ramps; signal equipment relocation; tree stump removal



Sidewalk Gaps that are Adjacent to or on a TxDOT Facility

4 Falcon Ridge Boulevard



1. **Length: 40 feet**
   North side of the street
   - From existing sidewalk terminus to FM 528
   - New curb ramps; culverts to cross ditches; utilities coordination
2. **Length: 80 feet**
   South side of the street
   - From existing sidewalk terminus to FM 528
   - New curb ramps; culverts to cross ditches; utilities coordination; ROW/easement needed

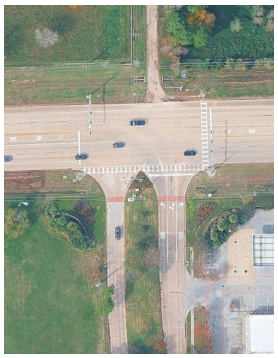
5 W Oak Drive



Length: 180 feet
East side of the street

- From existing sidewalk terminus to FM 518
- New curb ramps; streetlight relocation; coordination with neighborhood (landscaping)

6 Friendswood Parkway



Length: 100 feet
North side of the street

- From existing sidewalk terminus to FM 528
- New curb ramps; streetlight relocation; utilities coordination

7 1. Cypress Point Drive

Length: 50 feet
North side of the street

- From existing sidewalk terminus to FM 528
- Culvert to cross ditch on Cypress Point Drive; modify existing slotted curb
- Coordination with neighborhood (Sunmeadow sign); utilities coordination

2. San Joaquin Parkway

Length: 50 feet
North side of the street

- From existing sidewalk terminus to FM 528
- Culvert to cross ditch on Cypress Point Drive; modify existing slotted curb
- Coordination with neighborhood (Sunmeadow sign); utilities coordination

8 Friendswood Trail

1. **Length: 160 feet**
   North side of the street
   - From existing sidewalk terminus to FM 528
   - High-visibility crosswalks; culverts to cross ditches
   - ROW/easement needed; utilities coordination
2. **Length: 60 feet**
   South side of the street
   - From existing sidewalk terminus to FM 528
   - High-visibility crosswalks; culverts to cross ditches
   - ROW/easement needed; utilities coordination

9 Championship Drive



Length: 220 feet
South side of the street

- From existing sidewalk terminus to FM 528
- ROW/easement needed; coordination with neighborhood (landscaping)

Sidewalk Gaps that are Over 350 Feet

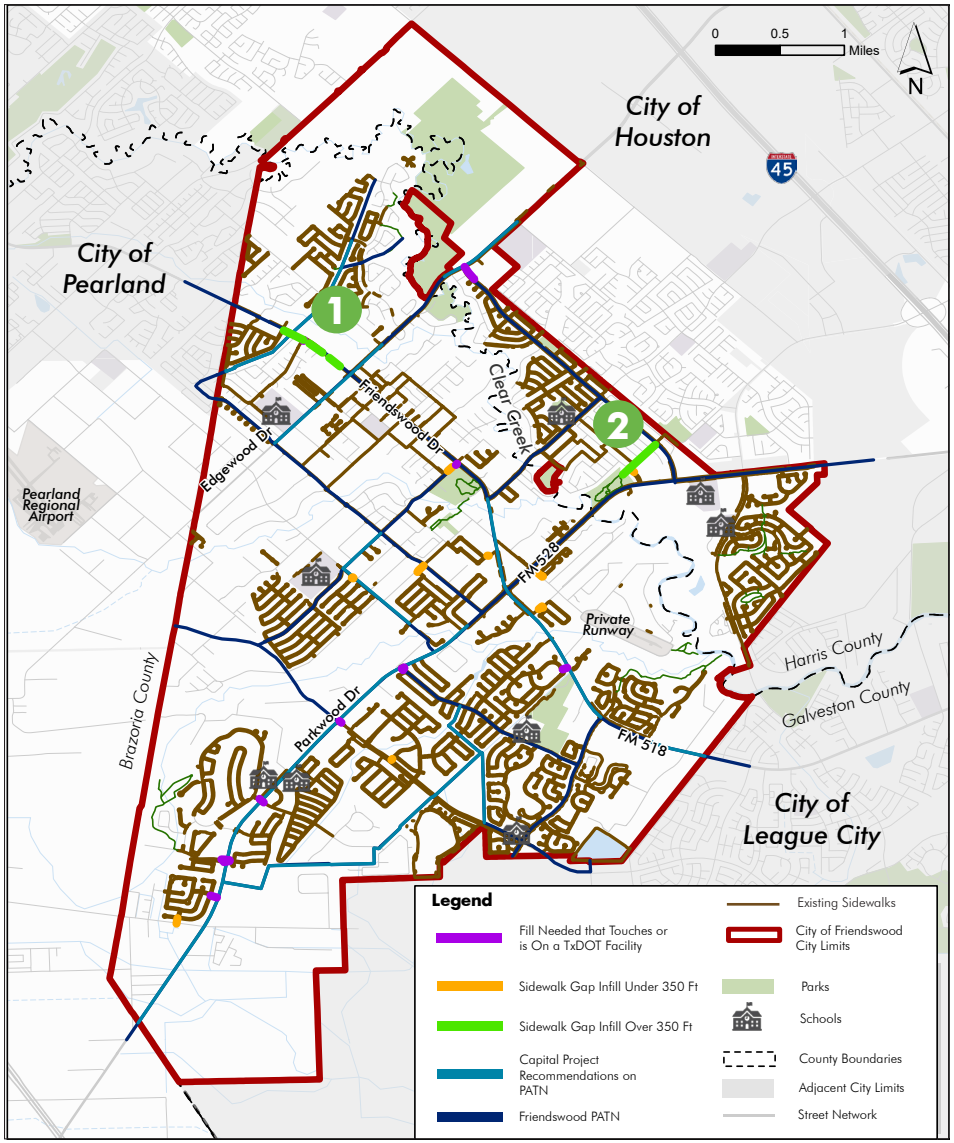
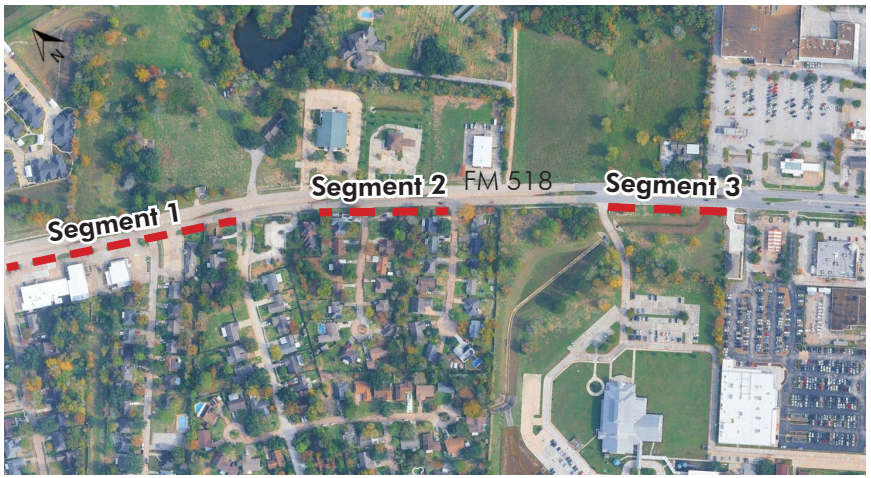


Figure 46. *Sidewalk Gap Fills Over 350 Feet*

1 FM 518/ N Friendswood Drive

South side of the street

- New curb ramps
- ROW/easement needed (south of Annette Lane); utility coordination
- **Segment 1 (Length 800 feet):** Brandywyne Drive to Mary Ann Drive
- **Segment 2 (Length 240 feet):** Existing sidewalk terminus near Annette Lane to existing sidewalk terminus near Lottie Lane
- **Segment 3 (Length 400 feet):** Existing sidewalk terminus near Friendswood Methodist Church to existing sidewalk terminus near Gulf Shore Orthodontics

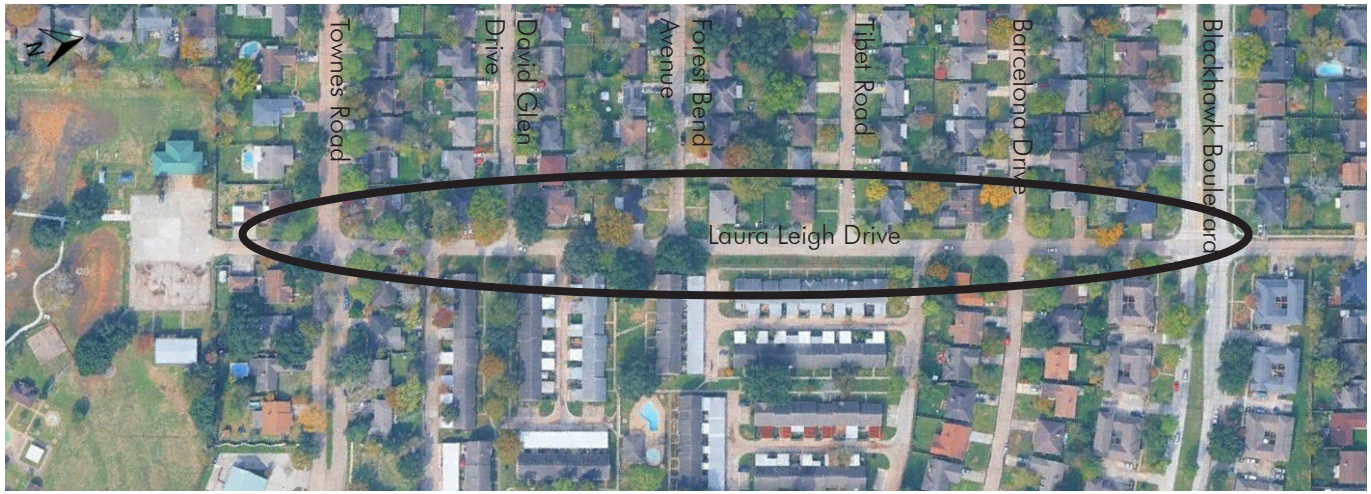


Sidewalk Gaps that are Over 350 Feet

2 Laura Leigh Drive

Length: 1,500 feet
East side of the street

- From Forest Bend Park to Blackhawk Boulevard
- New curb ramps; streetlight relocation; utilities coordination; property owner coordination



Implementation Matrix

Several projects that have been discussed throughout this Plan have been grouped together by implementation timeline or phasing that is most appropriate for funding pursuit or funding packaging.

Tables 7 - 13 provide a matrix outlining the project group or package, timeframe, potential steps for implementation, considerations, and potential funding sources needed to implement the fourteen project recommendations and sidewalk gap filling program.

Table 7. *Safe Routes to School Projects Implementation Matrix*

Safe Routes to School Projects

Individual Project Name	Project Limits	Project Type	Cost	Implementation Timeframe	Implementation Plan	Implementation Considerations	Funding Sources
Castlewood Avenue	Existing sidewalk terminus just south of Greenbriar Drive to Sunset Drive	Priority Project	$$$	Short-Term	1. Add project to City of Friendswood capital improvement planning documentation. 2. Identify, pursue, and secure funding to further develop the project, preferably through a City of Friendswood public financing option. 3. Create 30%, 60%, 90%, and construction documentation for proposed improvements. This includes ROW acquisitions and utility relocation coordination. (~1 year) 4. Construct project (~1 year)	These projects are smaller, local sidewalk projects. The Edgewood Drive projects are located along a TxDOT facility and may need further coordination. Projects can be funded with local funds, either utilizing capital planning funds, bonds, or annual budget allocations. Recommended to group several projects together in order to package a substantial project improvement request if external funding is pursued.	Local Funding Sources: City of Friendswood, Harris County Precinct 2 Regional Funding Sources: H-GAC State Funding Sources: TxDOT
Greenbriar Drive	Castlewood Avenue to Buckingham Drive	Priority Project					
Laura Leigh Drive	Forest Bend Park to Blackhawk Boulevard	Sidewalk Gap Infill Projects Over 350 Feet					
Edgewood Drive (FM 2351)	Sunset Drive to Melody Lane	PATN Project					
Edgewood Drive (FM 2351)	Hope Village Road to the Entrance of Frankie Carter Randolph Park	PATN Project					

Table 8. *Sidewalk Gaps on Local Streets Under 350 Feet Implementation Matrix*

Sidewalk Gaps on Local Streets Under 350 Feet

Individual Project Name	Project Limits	Project Type	Cost	Implementation Timeframe	Implementation Plan	Implementation Considerations	Funding Sources
Castlewood Avenue	Existing Sidewalk Terminus near Cedarwood Avenue to Existing Sidewalk Terminus near FM 518	Sidewalk Gap Fills on Local Streets Under 350 Feet	$$$-$$$$	Mid-term	1. Add project to City of Friendswood capital improvement planning documentation. 2. Identify, pursue, and secure funding to further develop the project, preferably through a City of Friendswood public financing option. 3. Create necessary construction documentation for proposed improvements (if needed). This includes ROW acquisitions and utility relocation coordination. (~1 year) 4. Construct projects (~1 year)	Coordination is needed for various property owners and HOAs	Local Funding Sources are recommended for these projects. Grouped sidewalk projects may also be eligible for regional, state, and/or federal discretionary grant funding. Local Funding Sources: City of Friendswood, Harris County Precinct 2 Regional Funding Sources: H-GAC State Funding Sources: TxDOT Highway Safety Improvement Program (HSIP); TxDOT Transportation Alternatives (TA) Federal Funding Sources: Community Project Funding (Congressional Earmarks), Safe Streets and Roads for All (SS4A)
Townes Road	Existing Sidewalk Terminus (at Multifamily Internal Street) to Laura Leigh Drive						
Silverstone Drive	From Existing Sidewalk Terminus to Existing Sidewalk Terminus						
Briarmeadow Avenue	Osborne Drive to Sunset Drive						
Winding Way Drive	Existing Sidewalk Terminus near Cedarwood Avenue to Existing Sidewalk Terminus near FM 518						
Leisure Lane	Existing Sidewalk Terminus to Talon Drive						
Killarney Avenue	Existing Sidewalk Terminus to Greenbriar Drive						
Mossy Stone Drive	Existing Sidewalk Terminus to Friendswood Parkway						
Crescent Drive	Existing Sidewalk Terminus to County Road 133						

Table 9. *Sidewalk Gap Infill Projects Adjacent to or on a TxDOT Facility Implementation Matrix*

Sidewalk Gaps Infill Projects Adjacent to or on a TxDOT Facility

Individual Project Name	Project Limits	Project Type	Cost	Implementation Timeframe	Implementation Plan	Implementation Considerations	Funding Sources
Blackhawk Boulevard	Edgewood Avenue to Existing Sidewalk Terminus	Sidewalk Gap Infill Adjacent to or on a TxDOT Facility	$$$-$$$$	Long-Term	1. Establish coordination meetings between the City of Friendswood and TxDOT to discuss proposed improvements. 2. Add project to City of Friendswood capital improvement planning documentation. 3. Identify, pursue, and secure funding to further develop the project, including preliminary design plans, detailed cost estimates, and grant readiness reports for design and construction. 4. Create 30%, 60%, 90%, and construction documentation for proposed improvements. This includes ROW acquisitions and utility relocation coordination. (~1 year) 5. Construct project (~1 year)	Coordination with TxDOT and property owners is necessary for successful project implementation. Potentially can coordinate with TxDOT to secure additional sidewalk funding for some of these project segments.	State funding support is recommended because these projects touch a TxDOT facility. Local funding may be needed to implement these projects. Local Funding Sources: City of Friendswood Regional Funding Sources: H-GAC State Funding Sources: TxDOT HSIP; TxDOT TA Federal Funding Sources: Community Project Funding (Congressional Earmarks)
Mary Ann Drive	Existing Sidewalk Terminus to FM 518	Sidewalk Gap Infill Adjacent to or on a TxDOT Facility					
Castlewood Avenue	Existing Sidewalk Terminus to FM 518	Sidewalk Gap Infill Adjacent to or on a TxDOT Facility					
FM 518	Multiple Segments	Sidewalk Gap Infill Projects Over 350 Feet					
W Oak Drive	Existing Sidewalk Terminus to FM 518	Sidewalk Gap Infill Adjacent to or on a TxDOT Facility					

Table 10. *FM 518 Sidewalk Gaps and Pedestrian Bridge Implementation Matrix*

FM 518 Sidewalk Gaps and Pedestrian Bridge

Individual Project Name	Project Limits	Project Type	Cost	Implementation Timeframe	Implementation Plan	Implementation Considerations	Funding Sources
FM 518	Whispering Pines Avenue to Silverstone Drive	Priority Project	$$$$	Long-Term	1. Establish coordination meetings between the City of Friendswood and TxDOT to discuss proposed improvements. 2. Add project to City of Friendswood capital improvement planning documentation. 3. Identify, pursue, and secure funding to further develop the project, including preliminary design plans, detailed cost estimates, and grant readiness reports for design and construction. 4. Create 30%, 60%, 90%, and construction documentation for proposed improvements. This includes ROW acquisitions and utility relocation coordination. (~1 year) 5. Construct project (~1 year)	Extensive coordination with TxDOT is needed. This project will likely need external support to be implemented. Project can be paired with the Whispering Pines segment of FM 518 proposed improvements. Project has strong nexus for the community	Local Funding Sources: City of Friendswood Regional Funding Sources: H-GAC State Funding Sources: TxDOT HSIP; TxDOT TA Federal Funding Sources: Community Project Funding (Congressional Earmarks); SS4A
FM 518	Silverstone Drive to Eagle Lakes Drive	Priority Project					
FM 518	Eagle Lakes Drive to West Boulevard	PATN Project					
FM 518	Ranch Drive to City Limits	PATN Project					

Table 11. *Off-Street Trail Projects Implementation Matrix*

Off-Street Trail Projects

Individual Project Name	Project Limits	Project Type	Cost	Implementation Timeframe	Implementation Plan	Implementation Considerations	Funding Sources
Off Street Trail 1	Easements from Falcon Ridge Drive to City Limits (South of Friendswood Parkway)	PATN Project	$$$$	Long-Term	1. Add project to City of Friendswood capital improvement planning documentation. 2. Coordinate with utility companies who occupy easements to ensure trail construction is feasible. 3. Engage adjacent property owners to vet design plans and implementation processes 4. Identify, pursue, and secure funding to further develop the project, preferably through a regional or state grant program. 5. Create 30%, 60%, 90%, and construction documentation for proposed improvements. This includes ROW acquisitions and utility relocation coordination. (~1 year) 6. Construct project (~1 year)	Project can be pursued through regional, state, or federal funding support. Coordination with the utility companies for easement access should be conducted early in the planning process.	Local Funding Sources: City of Friendswood Regional Funding Sources: H-GAC State Funding Sources: TxDOT TA Federal Funding Sources: Community Project Funding (Congressional Earmarks)
Off Street Trail 2	Easements from Eagle Lake Drive to FM 528	PATN Project					

Table 12. *FM 528 Shared Use Path and Sidewalk Project Implementation Matrix*

FM 528 Shared Use Path and Sidewalk Project

Individual Project Name	Project Limits	Project Type	Cost	Implementation Timeframe	Implementation Plan	Implementation Considerations	Funding Sources
FM 528	Regency Court to Falcon Ridge Boulevard	PATN Project	$$$$	Long-Term	1. Add project to City of Friendswood capital improvement planning documentation. 3. Identify, pursue, and secure funding to further develop the project, preferably through an external funding source. 4. Create necessary construction documentation for proposed improvements (if needed). This includes ROW acquisitions and utility relocation coordination. (~1 year) 5. Construct projects (~2 years)	Sidewalk gaps along FM 528 should wait to be filled until the shared use path along FM 528 is constructed. Extensive coordination with TxDOT is needed to properly implement this project. Drainage and utility coordination will be necessary and can impact project cost.	State funding support is recommended because these projects are located on a TxDOT facility. Local funding may be needed for implementation. Local Funding Sources: City of Friendswood Regional Funding Sources: H-GAC State Funding Sources: TxDOT HSIP; TxDOT TA Federal Funding Sources: Community Project Funding (Congressional Earmarks), SS4A
FM 528	Falcon Ridge Boulevard to San Joaquin Parkway	PATN Project					
FM 528	San Joaquin Parkway to City Limits	PATN Project					
Falcon Ridge Boulevard (Both Sides)	Existing Sidewalk Terminus to FM 528	Sidewalk Gap Infill Adjacent to or on a TxDOT Facility					
Friendswood Parkway	Existing Sidewalk Terminus to FM 528	Sidewalk Gap Infill Adjacent to or on a TxDOT Facility					
Cypress Point Drive/San Joaquin Parkway	Existing Sidewalk Terminus to FM 528	Sidewalk Gap Infill Adjacent to or on a TxDOT Facility					
Friendswood Trail	Existing Sidewalk Terminus to FM 528	Sidewalk Gap Infill Adjacent to or on a TxDOT Facility					
Championship Drive (Both Sides)	Existing Sidewalk Terminus to FM 528	Sidewalk Gap Infill Adjacent to or on a TxDOT Facility					

Table 12. *Intersection Improvements on FM 528 Implementation Matrix*

Intersection Improvements on FM 528

Individual Project Name	Project Limits	Project Type	Cost	Implementation Timeframe	Implementation Plan	Implementation Considerations	Funding Sources
Intersection of FM 528 and Bay Area Boulevard	N/A	Priority Project	$	Mid-Term	1. Establish coordination meetings between the City of Friendswood and TxDOT to discuss proposed improvements. 2. Add project to City of Friendswood capital improvement planning documentation. 3. Identify and secure funding for improvements. Leverage partnerships with TxDOT to potentially subsidize project improvements. 4. Create 30%, 60%, 90%, and construction documentation for proposed improvements. This includes ROW acquisitions and utility relocation coordination. (~1 year) 5. Construct project (~12 to 18 months)	Project is entirely on a TxDOT facility, so coordination is needed to implement this project. This project is being considered for implementation from TxDOT.	State Funding Sources: TxDOT
Intersection of FM 528 at Blackhawk Boulevard	N/A	PATN Project					

Table 13. *Non-Infrastructure Recommendations Implementation Matrix*

Non-Infrastructure Recommendations

Individual Project Name	Project Limits	Project Type	Cost	Implementation Timeframe	Implementation Plan	Implementation Considerations	Funding Sources
City Policy Updates	N/A (Citywide)	Policy Updates	$	Short-Term	Recommended code amendments can be adopted once plan has been approved.	Work with the city legal department to ensure code update language is appropriate.	City of Friendswood
Eco-Friendly and Sustainable Improvements	N/A (Citywide)	Policy Updates	$	Short-Term	Recommended code amendments can be adopted once plan has been approved. City could potentially create a landscape design manual for active transportation improvements.	Work with the city legal department to ensure code update language is appropriate.	City of Friendswood
Active Transportation Wayfinding Project	N/A (Citywide)	N/A	$$	Long-Term	1. Add active transportation wayfinding to the City's capital improvement planning documentation. 2. Conduct public engagement for location and design of active transportation wayfinding signs. 3. Design and construct active transportation wayfinding signs.	Public engagement will be necessary to ensure wayfinding is installed in locations that align with the community's priorities.	City of Friendswood



Chapter 5

Active Transportation Toolbox

How to Use This Toolbox

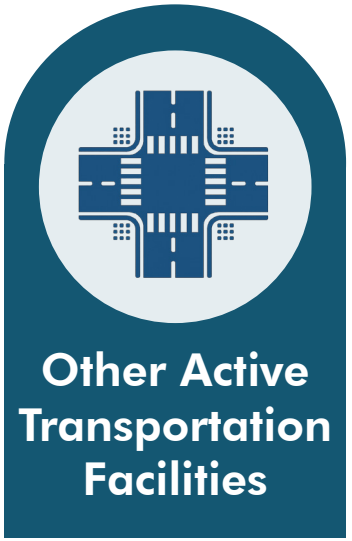
The Friendswood Active Transportation Toolbox is a collection of representative active transportation treatments that can be applied throughout the community of Friendswood. The objective of the Active Transportation Toolbox is to promote a consistent and coordinated application of active transportation infrastructure treatments throughout the city when they are constructed. This way, a cohesive, unified active transportation network will be implemented as it is constructed.

The following sections outline each active transportation treatment recommended in Friendswood and provides specific guidance on how that treatment should be implemented, amenity options for each treatment option, and state or national implementation resources that can guide the city during planning, design, and construction processes.









Multimodal Facilities

Multimodal facilities, including shared use paths and trails are the backbone of the Primary Active Transportation Network (PATN) in Friendswood. Shared use paths should be the default active transportation treatment on the PATN, where possible, this treatment supports both cyclists and pedestrian activity.

The following section describes two multimodal facility types: shared use paths and off-street trails.

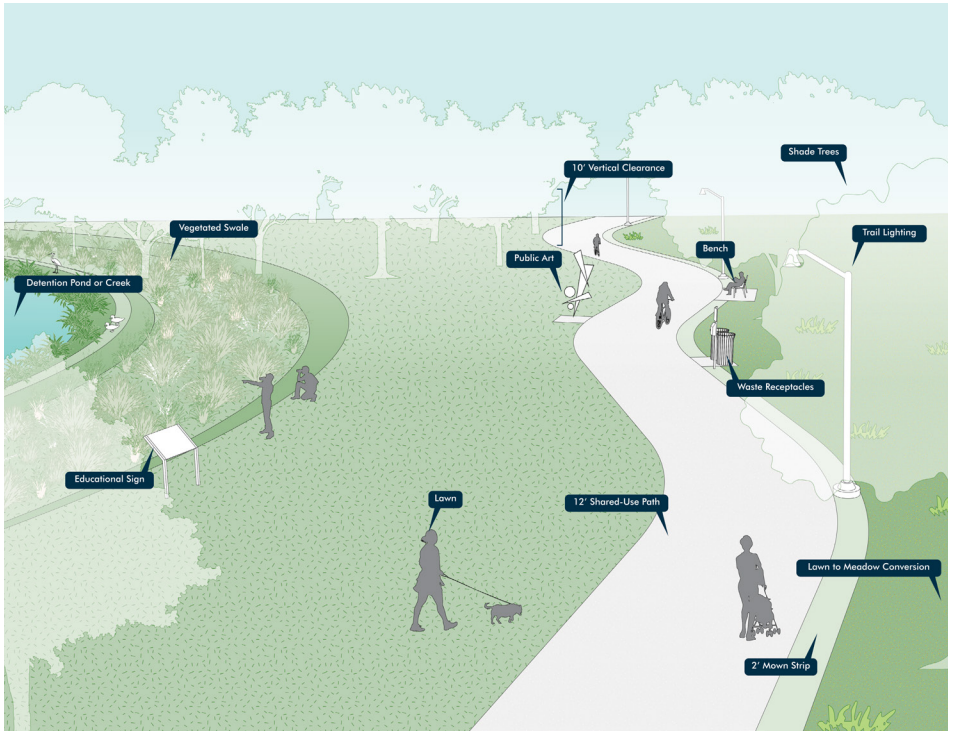


Figure 47. Example of a Trail in Friendswood with Comfort Features

Pedestrian Facilities Amenities & Resources

Amenity Options

Recommended amenity options: pedestrian lighting, wayfinding signage, distance markers, shade trees, pavement markings/centerline striping, ADA-compliant curb ramps, slopes, and access points

Optional comfort amenities: trash receptacles, benches, bicycle parking racks, public art and placemaking elements, water fountains, shade structures or shelters, and interpretive or educational signage

Resources

- National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide
- American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities
- Federal Highway Administration (FHWA) Shared Use Path Design Guide
- TxDOT Roadway Design Manual (Bicycle and Pedestrian Facilities)
- Building Better Bikeways: A Planning Guide for the Houston-Galveston Region (H-GAC)

Guidelines for Implementation

Shared Use Path (On-Street Trail)

- A shared use path is a multi-use trail that is physically separated from motor vehicle traffic and designed to accommodate multiple non-motorized users.
- The recommended width for implementation is between 8 to 10 feet, but can be constructed to be up to 20' in width if ROW is available or attainable.
- This treatment is recommended along the two major TxDOT facilities, including FM 518 and FM 528.
- Other segments of the PATN can be a shared use path, where feasible.
- Paths should maintain gradual slopes of less than 5% and comfortable turning radii of 30-70 ft (9-21 m). Steeper slopes and sharper corners require a detailed engineering analysis.
- Paths should be well-lit with pedestrian-level lighting and be available for use at all hours of the day and night.



Figure 48. *Shared Use Path Example*
Photo Source: TxDOT

Off-Street Trail

- An off-street trail is very similar to a shared use path. However, off-street trails do not follow the alignment of a vehicular roadway. An off-street trail is a shared-use facility located outside of the roadway right-of-way, providing a dedicated, vehicle-free space for walking, bicycling, and other non-motorized travel.
- There are multiple pavement options for the community. For off-street trails, including crushed aggregate, pavement, and gravel.
- Utilize existing easements or underutilized rights-of-way for trail alignment.
- Prioritize trail alignments that connect key destinations, such as parks, schools, neighborhoods, and commercial areas.
- Consider trail lighting where feasible, especially near trailheads and near destinations.
- Incorporate green infrastructure and stormwater management in trail design where possible.



Figure 49. *Off Street Trail Example*
Photo Source: Sligo Creek Trail

Pedestrian Facilities

Pedestrian facilities are critical to the multimodal network in Friendswood. Sidewalks are how children and families walk to school, access grocery stores, and travel from their homes to nearby parks and other key local destinations.

The following section provides guidance on how different pedestrian facilities could be implemented along the PATN and elsewhere in Friendswood.



Figure 50. *Example of a Sidewalk in Friendswood with Comfort Features*

Pedestrian Facilities Amenities & Resources

Amenity Options

Recommended amenities: Shade structures or shade trees, pedestrian lighting, ADA-compliant curb ramps, slopes, and crossings, high visibility crosswalks, adequate pedestrian crossing infrastructure

Optional comfort amenities: Benches or seating areas, trash receptacles, street furniture, public art or placemaking elements, outdoor dining areas, decorative paving or crossing infrastructure, landscaped buffers

Resources

- NACTO Urban Bikeway Design Guide
- AASHTO Guide for the Development of Bicycle Facilities
- FHWA Shared Use Path Design Guide
- TxDOT Roadway Design Manual (Bicycle and Pedestrian Facilities)
- Building Better Bikeways: A Planning Guide for the Houston-Galveston Region (H-GAC)

Guidelines for Implementation

Sidewalks

- Sidewalks are suggested to be designed with a minimum width of 5 feet for pedestrian comfort.
- Consider completing connections to the existing sidewalk network if a sidewalk project is within 100 feet of an existing sidewalk
- Include adequate lighting for high pedestrian visibility on sidewalks.
- Where feasible, add shade trees to provide additional pedestrian comfort.
- Consider slotted curb, on-street striping or other innovative sidewalk design to accommodate context-sensitive implementation of sidewalks



Figure 51. *Sidewalk Example*

Photo Source: The Goodman Corporation

Slotted Curb Sidewalks

- Incorporate slotted curb sidewalk design where additional drainage flow or capacity is needed, to prevent stagnant water on sidewalks
- Ensure slotted curb sidewalk design is ADA-compliant and does not create hazards for pedestrians, cyclists, or other mobility devices
- Only consider slotted curb design on low- to moderate-speed roadways where the pedestrian activity can be prioritized
- Coordinate this type of sidewalk design with a drainage engineer to ensure adequate drainage flow and to prevent ponding or blocked debris



Figure 52. *Slotted Curb Sidewalk Example*

Photo Source: The Goodman Corporation

Striped On-Street Pedestrian Facility

- A striped on-street pedestrian facility provides a dedicated area for pedestrians to walk directly on the street pavement. This provides the lowest level of comfort for pedestrians; however, it is still better than not providing a dedicated walking path at all.
- Consider this option for pedestrian facilities only on roadways that have constrained right-of-way, and are low speed, low volume residential roadways.
- This is also a low-cost solution for providing dedicated pedestrian paths in Friendswood.
- This pedestrian infrastructure option should not be considered outside of the recommended guidelines provided in this section.



Figure 53. *On-Street Striped Ped Facility Example*

Photo Source: Google Earth

Bicycle Facilities

Bicycle facilities are a component of a well-connected multimodal transportation network. Expanding bicycle infrastructure can improve multimodal access to school, parks, jobs, neighborhoods, and commercial centers - reducing reliance on vehicles and promoting quality of life.

This section provides guidance on different bicycle infrastructure treatments that are recommended in Friendswood, including when and where the specific treatment is appropriate.

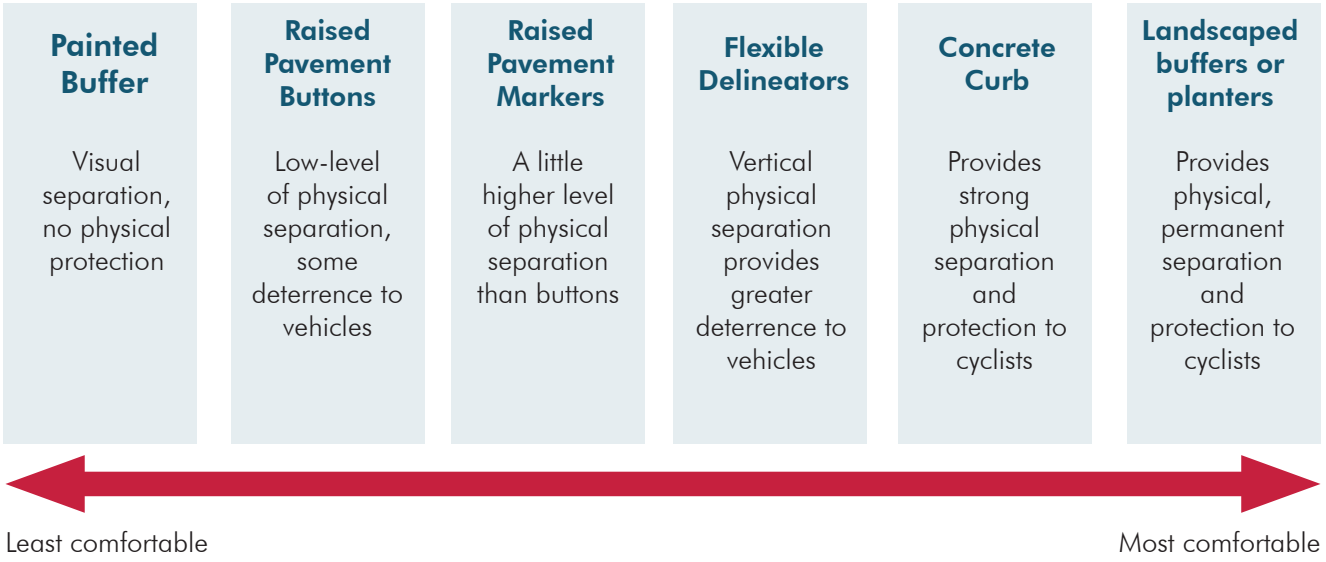


Figure 54. *Levels of Comfort*

Bicycle Facilities Amenities & Resources

Amenity Options

Recommended amenity options: Wayfinding signage for bicycle routes and other active transportation infrastructure, reduced speed limits, high visibility pavement markings

Optional comfort amenity options: Adequate street lighting, bicycle friendly signal timing or intersection design

Resources

- NACTO Urban Bikeway Design Guide
- AASHTO Guide for the Development of Bicycle Facilities
- FHWA Bikeway Selection Guide
- Texas Manual on Uniform Traffic Control Devices (MUTCD) – Traffic Controls for Bicycle Facilities

Guidelines for Implementation

Sharrows

- Sharrows are low-cost, low-comfort solutions for bicycling, and should not be implemented in areas where a large number of the cyclists would consist of vulnerable populations, such as children or the elderly (e.g., near schools).
- Sharrows paint a specific pavement marking on a roadway to alert drivers that the road should be shared with cyclists.
- Implement sharrows on low-volume, low-speed roadways where bicycle lanes or other forms of bicycle infrastructure are not feasible.
- Space sharrows at regular intervals, typically ~250 feet in urban areas.
- Only paint sharrows on streets with a speed limit of 35 mph or less.
- The marking itself should be approximately 112 inches in length. Specific painting implementation guidance can be found in the MUTCD.



Figure 55. *Sharrow Example*
Photo Source: Bike Cleveland

Bicycle Lanes

- A bicycle lane is a dedication portion of roadway pavement that is designated for bicycle use only, typically marked by striping, signage, and pavement markings.
- Appropriate for low to moderate speed and volume roadways where dedicated space is feasible.
- A minimum width 5 feet is recommended to support all ages and abilities.
- Where feasible, additional buffering or protection should be implemented with the construction of bicycle lanes (see next section for further guidance).
- Consider cyclist intersection treatments for additional bicyclist comfort and safety, where feasible.
- Ensure network continuity by extending lanes to key destinations and avoiding abrupt gaps.



Figure 56. *Bicycle Lane Example*
Photo Source: FHWA

Protected Bicycle Lane

- Protected bicycle lanes are on-street facilities with a buffer separating cyclists from motor vehicles.
- Appropriate for moderate speed and volume roadways; use off-street facilities on higher-speed corridors.
- Buffers may include striping, vertical elements, curbs, or landscaping, aligned with City branding.
- Use as the default on-street bicycle facility where feasible.
- Buffer width should be 3 to 5′, up to 7′ for added comfort.
- Incorporate intersection treatments to improve safety.
- Ensure continuity by extending facilities to key destinations and avoiding abrupt gaps.



Figure 57. *Buffered Bicycle Lane Example*
Photo Source: Vision Zero Network

Other Active Transportation Facilities

Other forms of active transportation infrastructure will vary based on context-sensitive implementation of the multimodal transportation network. Three relevant treatments to Friendswood are described in this section: pedestrian bridges, intersection treatments, and green infrastructure.

This section provides implementation guidance for each treatment.

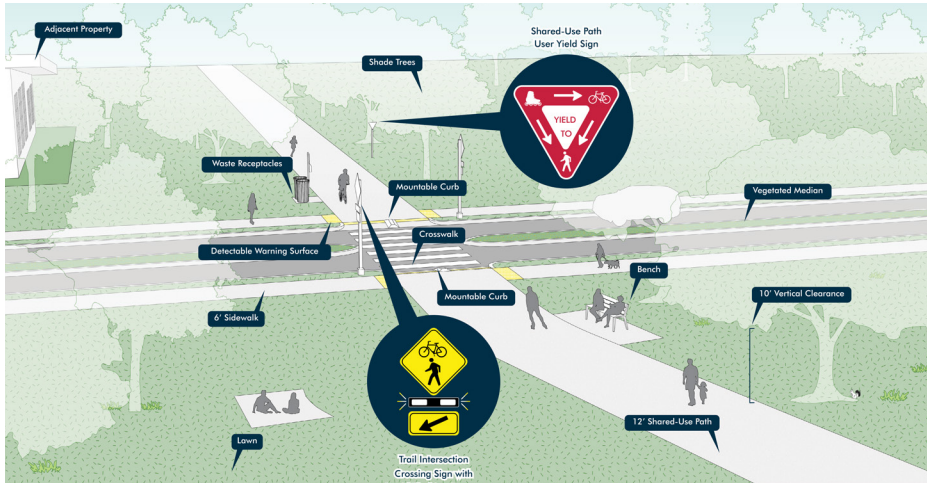


Figure 58. *Example of a Intersection Improvement Illustration*

Other Transportation Facilities Amenities & Resources

Pedestrian Bridges

Amenity Options

- **Recommended amenity options:** Pedestrian railings and barriers, adequate pavement markings, signage, pedestrian lighting
- **Optional amenities:** public art, placemaking elements, wayfinding signage, landscaping

Resources

- TxDOT Roadway Design Manual – 19.7.3 Pedestrian/Bike Bridges and Underpasses

Intersection Treatment

Amenity Options

- **Recommended amenity options:** high-visibility crosswalks, adequate pedestrian lighting, pedestrian signal timing
- **Optional amenities:** Rectangular Rapid Flashing Beacons (RRFBs), Pedestrian Hybrid Beacons (PHBs), leading pedestrian interval signal timing, pedestrian refuge islands, raised crosswalks, curb extensions, bulb-outs

Resources

- NACTO Urban Street Design Guide
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities
- FHWA Safe Transportation for Every Pedestrian (STEP) Program
- FHWA Proven Safety Countermeasures
- Texas MUTCD
- TxDOT Roadway Design Manual

Green Infrastructure

Amenity Options

- **Recommended amenity options:** green infrastructure that expands stormwater drainage capacity
- **Optional amenities:** Additional planters, landscaping, public art, or placemaking elements

Resources

- Environmental Protection Agency (EPA) Green Infrastructure Resources
- Federal Highway Administration Green Infrastructure and Transportation Guidance
- NACTO Urban Street Design Guide
- Texas Department of Transportation Roadway Design Manual
- Local stormwater or drainage design criteria manuals

Guidelines for Implementation

Pedestrian Bridges

- Construct pedestrian bridges on streets where pedestrians are already crossing the roadway bridges at unsafe or informal locations, such as medians, shoulders, or midblock areas.
- Evaluate the need for pedestrian bridges on roads that connect major commercial areas and activity centers, indicating a need for multimodal connectivity in high activity areas.
- Consider constructing pedestrian bridges where multimodal connectivity is significantly constrained due to major natural or human-made barriers – such as Friendswood's existing creeks.
- Prioritize locations where there is a demonstrated pedestrian demand or consistently heard through community feedback.



Figure 59. *Pedestrian Bridge Example*
Photo Source: The Goodman Corporation

Intersection Treatments

- Intersection safety treatments seek to improve street intersections to make them safer for pedestrians and cyclists. Several safety treatments can be implemented, such as high visibility crosswalks, pedestrian refuge islands, and pedestrian crossing signals.
- Prioritize safety improvements at intersections that have documented safety concerns, such as past non-motorized roadway user serious injuries or fatalities.
- Ensure all treatments comply with the Manual on Uniform Traffic Control Devices (MUTCD) and ADA requirements.
- Implement safety treatments that prioritize vulnerable roadway user safety.
- Implement proven safety countermeasures that have a documented crash reduction factor, per the FHWA.



Figure 60. *Intersection Treatment Example*
Photo Source: City of Seattle

Green Infrastructure

- Green infrastructure, such as bioswales, rain gardens, or planters, are natural systems engineered to use vegetation, soil, and permeable surfaces to manage stormwater, while also enhancing the safety and comfort for active transportation users and facilities.
- Incorporate green infrastructure into active transportation projects wherever feasible.
- Utilize green infrastructure to absorb stormwater runoff in areas with significant drainage needs.
- Design green infrastructure elements to be compatible with and complementary to trails, sidewalks, bikeways, and other active transportation infrastructure.



Figure 61. *Green Infrastructure Example*
Photo Source: US Dept. of Energy & Environment





Houston-Galveston
Area Council

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Conduct a public hearing concerning a request for a zone classification change for the property located at 2350 S Friendswood Drive, also known as a 2.4367 acre tract of land, more or less, out of Lot “B,” Slone Subdivision, out of the B.W. Camp Rice Farms, in the John Dickinson League, Friendswood, Galveston County, Texas to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This public hearing is being held to give interested parties the right to appear and express their views concerning a request for a zone classification change for the property located at 2350 S Friendswood Drive, also known as a 2.4367 acre tract of land, more or less, out of Lot “B,” Slone Subdivision, out of the B.W. Camp Rice Farms, in the John Dickinson League, Friendswood, Galveston County, Texas to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

The request complies with the Future Land Use Map (FLUM). The property fronts FM 518/S Friendswood Drive and Old Road. The full Rezoning Report is attached with additional details.

All of the required public notices were posted and published — newspaper notice, a sign on the property, and notices mailed to property owners within 200 feet of the property.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The request complies with the long range plans of the City.

RECOMMENDATIONS

The Planning and Zoning Commission voted unanimously (6 to 0) to recommend approval of the zone classification change following the public hearing on Thursday, May 14, 2026. See the Final Report for additional details.

ATTACHMENTS

1. Rezoning Report 2350 S Friendswood Dr
2. Aerial Map_2350 S Friendswood Dr
3. Location Map_2350 S Friendswood Dr
4. Zoning Map_2350 S Friendswood Dr
5. FLUMap_2350 S Friendswood Dr
6. 2350 S Friendwood Dr PZ Final Report 05-19-2026

Rezoning Report

April 2026

Project: 2350 S Friendswood Dr

Address: 2350 S Friendswood Dr

Legal: a 2.4367-acre tract of land, more or less, out of Lot "B", Slone Subdivision, out of the B.W. Camp Rice Farms, in the John Dickinson League, Galveston County, Friendswood, Texas to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

Requests: Zone classification change to change from Single Family Residential (SFR) to Community Shopping Center (CSC).

Zoning Ordinance, Appendix C

F. *(C-1) CSC, Community Shopping Center District, general purpose and description.* The CSC, Community Shopping Center District, is intended for a unified grouping, in one or more buildings of several, typically between five and 20, retail and service shops or stores that provide for the regular needs and are for the convenience of the people residing in adjacent residential neighborhoods. Gross floor area in a community shopping center typically ranges from 30,000 to 100,000 square feet, and land area consists of two to ten acres in size. It is intended that the community shopping center be developed as a unit, with adequate off-street parking for customers and employees, and with appropriate landscaping and screening to ensure compatibility with surrounding residential environment. This district is ideally located at the intersection of two or more arterial or major streets with a service area of up to 1½ miles. Development of a community shopping center requires approval of a development site plan by the planning and zoning commission.

1. Area and height regulations. Area and height regulations in a CSC district are set forth in subsection Q.2 of this section, regulation matrix.

2. See section 8 for supplementary district regulations.

3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the CSC district under certain circumstances and conditions.

4. Permitted uses. Uses permitted in a CSC district are set forth in subsection P of this section, permitted use table. A specific use permit for a shopping center as a particular use is required before any building permit or certificate of occupancy may be issued in this district.

5. No CSC district shall be created which includes less than two acres.

6. Buildings in the CSC zoning district are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles are allowed by V.T.C.A., Government Code ch. 3000.

Existing Use/Site Attributes:
The site is currently undeveloped land.



City of Friendswood Aerial Map

Zoning History:
The current zoning of the property is Single Family Residential (SFR). This property has been zoned for single family residential use, R-1, since its annexation in 1973.



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:
The property is adjacent to a large tract zoned Community Shopping Center (CSC) on the east and public rights-of-way on the remaining three sides. Across Old Road to the west is a tract zoned Neighborhood Commercial (NC).

Platting Analysis:
The owner will be required to plat the property prior to the issuance of building permits.

Planning Analysis:
All required notices have been published or posted.

Comprehensive Planning Analysis:
The proposed zone change is complaint with the Future Land Use Map which identifies this site as "Retail."

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:
Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District (GCCDD) and Texas Department of Transportation (TxDOT) design criteria.

Utilities:
City of Friendswood water and sewer services are available.

Access:
The property has existing direct access from South Friendswood Drive (FM 518), which is a Texas Department of Transportation (TxDOT) right-of-way, as well as Old Road, a city right-of-way. Any type of improvements within the right-of-way of FM 518 will require TxDOT approval.

Park/Open Space:
Parkland Dedication will not apply for commercial development.

City of Friendswood



4/14/2026, 3:14:03 PM

1:2,491

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.11 km

- Address Points
- City Limit
- Creeks/Water
- Parcels
- Streets
- Surrounding Cities
- Water Lines

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

City of Friendswood



4/14/2026, 3:24:05 PM

1:4,151

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- City Limit
- Creeks/Water
- Parcels
- Streets
- Surrounding Cities
- Water Lines

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

City of Friendswood



4/14/2026, 3:15:10 PM

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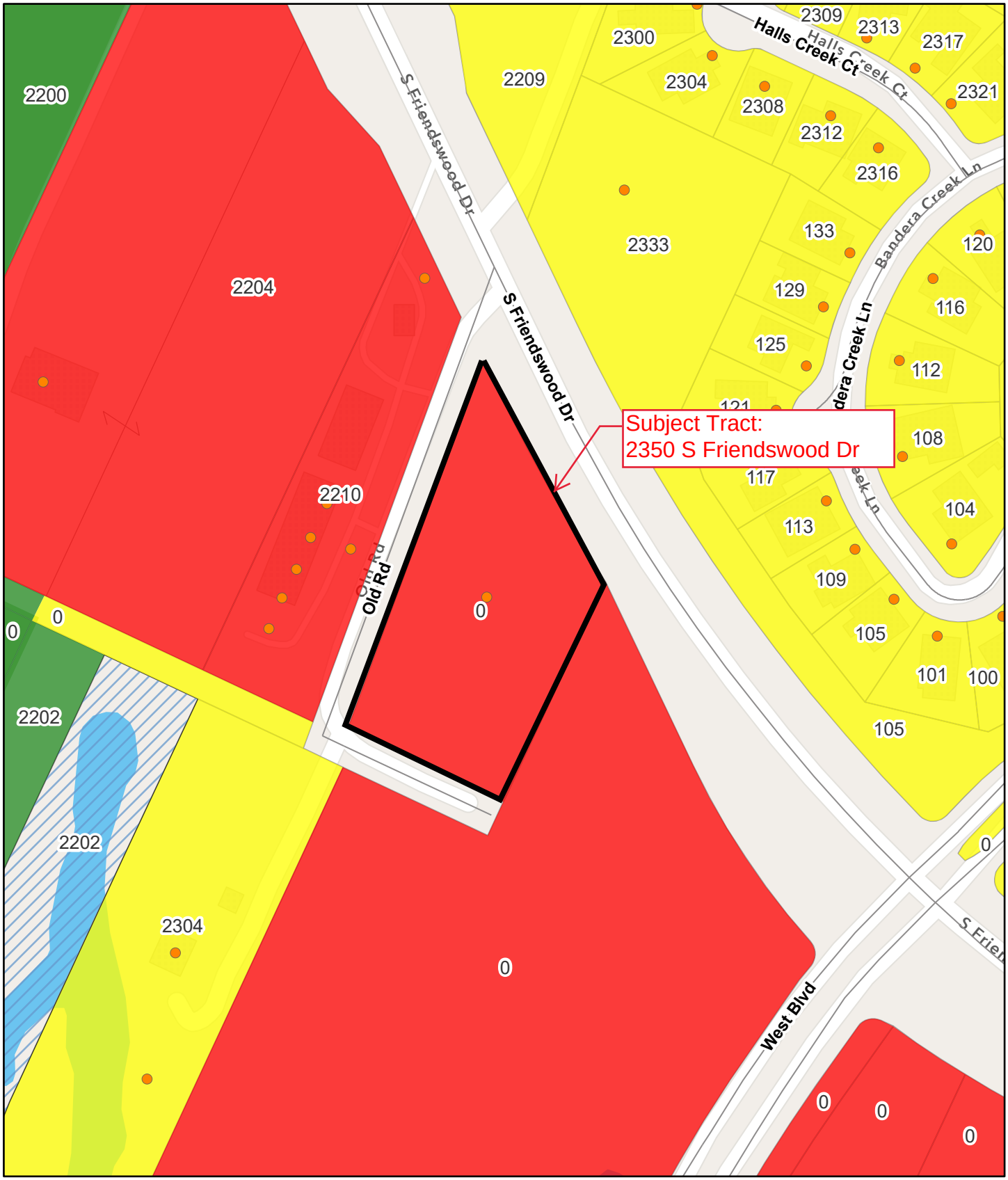
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Address Points
City Limit
Creeks/Water
Parcels
Streets
Surrounding Cities
Water Lines

Zoning by Parcel
NO ZONING
A1
BP
CSC
DD
GHD
I
LI
LNC
MFR-H
MFR-L
MFR-M
MHR
NC
OPD
PUD-COMM
PUD-MIXED
PUD-RES
SFR
SFR-E
Specific Use Permit

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

City of Friendswood



4/14/2026, 3:16:07 PM

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0 0.02 0.04 0.07 mi

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- Address Points
- City Limit
- Creeks/Water

Future Land Use Adopted 2021

- SFR- Estate
- Low Density
- Garden Homes
- High Density Residential
- Mixed Use
- Office, Business Park
- Retail
- Industrial
- Parks
- Public and Semi-Public
- Regional Detention
- Buyout Lots
- Brio
- Parcels
- Streets
- Surrounding Cities
- Water Lines

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Planning & Zoning Commission

Final Report

To: Mayor and City Council

From: Thomas Hinckley, Planning & Zoning Commission Chairman

Aubrey Harbin, Director of Community Development/Planner

Date: May 19, 2026

Re: Zone change request at 2350 S Friendswood Drive to change from Single Family Residential (SFR) to Community Shopping Center (CSC)

At the Planning and Zoning Commission meeting held May 14, 2026, following the public hearing, the Planning and Zoning Commission voted 6-0 (unanimous; one vacancy) on a motion to approve the requested zone change.

The proposed zone change is complaint with the Future Land Use Map which identifies this site as "Retail."

No public comments either in favor or in opposition of the zone change were received. The Commission is forwarding a positive recommendation.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider an ordinance authorizing a zone classification change for the property located at 2350 S Friendswood Drive, also known as a 2.4367 acre tract of land, more or less, out of Lot “B,” Slone Subdivision, out of the B.W. Camp Rice Farms, in the John Dickinson League, Friendswood, Galveston County, Texas, to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance authorizes a zone classification change for the property located at 2350 S Friendswood Drive, also known as a 2.4367 acre tract of land, more or less, out of Lot “B,” Slone Subdivision, out of the B.W. Camp Rice Farms, in the John Dickinson League, Friendswood, Galveston County, Texas, to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

The request complies with the Future Land Use Map (FLUM). The property fronts FM 518/S Friendswood Drive and Old Road. The full Rezoning Report is attached with additional details. See attachments on the public hearing item.

All of the required public notices were posted and published — newspaper notice, a sign on the property, and notices mailed to property owners within 200 feet of the property.

See attachments on the public hearing item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The request complies with the long range plans of the City.

RECOMMENDATIONS

The Planning and Zoning Commission voted unanimously (6 to 0) to recommend approval of the zone classification change following the public hearing on Thursday, May 14, 2026. See the Final Report on the public hearing item for additional details.

ATTACHMENTS

1. Ordinance - Zoning Map Amendment
2. Exhibit A - Location Map

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF THE PROPERTY LOCATED AT 2350 S FRIENDSWOOD DRIVE, BEING MORE PARTICULARLY DESCRIBED AS A 2.4367-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT "B," SLONE SUBDIVISION, OUT OF THE B.W. CAMP RICE FARMS, IN THE JOHN DICKINSON LEAGUE, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, TO CHANGE THE ZONING FROM SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC); PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

****

WHEREAS, Dark Horse Investments LLC (the "Owner") is the owner of the property located at 2350 S Friendswood Drive, being more particularly described as a 2.4367-acre tract of land, more or less, out of Lot "B," Slone Subdivision, out of the B.W. Camp Rice Farms, in the John Dickinson League, Friendswood, Galveston County, Texas, to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC), and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner made application to the City to change the zoning classification of the Property from Single Family Residential (SFR) to Community Shopping Center (CSC); and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission and the City Council conducted public hearings on such application, allowing all interested persons the opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission has filed with City Council its written report recommending approval of the application; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and all required hearings on this matter have been held; and

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

WHEREAS, the City Council deems it appropriate to approve the application, subject to applicable regulations, restrictions, exceptions, and conditions; NOW THEREFORE,

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

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

Section 2. The Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Single Family Residential (SFR) to Community Shopping Center (CSC). The City Council hereby directs the Director of Community Development to add an entry concerning this amendment on the official zoning map in accordance with Section 3, Appendix C of the Friendswood City Code.

Section 3. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described in Section 2 hereinabove.

Section 4. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 5. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 8. This ordinance shall take effect upon its publication.

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 1st day of June, 2026.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

City of Friendswood



4/14/2026, 3:24:05 PM

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0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

- City Limit
- Streets
- Creeks/Water
- Surrounding Cities
- Parcels
- Water Lines

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT "A"

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/30/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize the Waste Connections of Texas 2026 Scholarship Recipients.

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In the continuing community partnership between the City of Friendswood and Waste Connections of Texas, the 2026 scholarship recipients are as follows:

- Friendswood High School – Cory Weldon who plans to attend the University of Mississippi majoring in Exercise Science;
- Clear Brook High School – Olivia Espinoza who plans to attend the University of Houston and study Architecture; and
- Clear Springs High School - Julissa Torres who plans to attend San Jacinto College for General Studies and transfer to a 4-year university to study Architecture.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

None

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/05/2026

Prepared by: Karen Horner, City Attorney

Subject: Recognize Detective Sills for being named Officer of the Year by the 50 Club of Galveston County.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Detective Steven Sills was recognized as Friendswood's Officer of the Year at the 50 Club of Galveston County Officer of the Year Luncheon held at the Galveston Island Convention Center on Monday, May 11, 2026. He was nominated for his outstanding investigative work in a complex gold scam targeting elderly victims. Through his dedicated efforts, he worked collaboratively with federal, state, and local law enforcement partners, as well as prosecutors, to unravel a scheme that preyed upon some of our community's most vulnerable residents. His determination, professionalism, and compassion for victims reflect the very best of the Friendswood Police Department and make him highly deserving of this recognition.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Detective Sills


OFFICER OF THE YEAR
Officer Steven Silva
Friendswood Police Department
2025
POLICE

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/18/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Recognize Keep Friendswood Beautiful for receiving the 2026 Keep Texas Beautiful Governor's Community Achievement Award in the amount of $250,000.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

For more than thirty years, Keep Texas Beautiful, in partnership with the Texas Department of Transportation (TxDOT), has awarded the prestigious Governor’s Community Achievement Awards (GCAA) to Texas communities for their outstanding overall efforts to keep their communities beautiful. The GCAA program has recognized outstanding communities since 1969, with TxDOT providing landscaping award funding since 1985. This year, ten winning communities will share $2 million in landscaping awards from the Texas Department of Transportation, with the amount based on population size. The funds are used for landscaping projects along state rights-of-way.

A community’s environmental program is judged on achievements in seven areas: (1) Community Leadership and Coordination, (2) Public Awareness and Outreach, Environmental Education and Youth Engagement, (3) Beautification and Community Improvement, (4) Litter Prevention and Cleanup, (5) Solid Waste Management, (6) Litter Law, and (7) Illegal Dumping Enforcement.

Friendswood was one of ten recipients of this prestigious award, and the third time it has received this recognition. KFB will work closely with the Parks and Recreation Staff and TxDOT to develop a landscape project along a state right-of-way to further increase our city's beauty, safety, and civic identity.

We congratulate the KFB board members, staff, and volunteers who help make our incredible community both safe and beautiful.

FRIENDSWOOD:
Rooted in a long-standing culture of service and stewardship, Friendswood is advancing a comprehensive approach to environmental care that reflects its Gulf Coast setting. With a focus on protecting waterways and supporting native ecosystems, the community combines education, beautification, and habitat restoration into a coordinated strategy for long-term impact. In 2025, Friendswood expanded from event-driven programming to a more systems-based approach, pairing hands-on education with large-scale waste diversion and restoration efforts.

Habitat restoration projects—including invasive species removal and the planting of 50 native trees along Coward’s Creek—are enhancing local ecosystems. Pollinator gardens, public art, and cohesive streetscape improvements contribute to a welcoming and vibrant community identity. Educational initiatives like the “Fish Me From the River” watershed activity help residents understand the direct connection between everyday behaviors and environmental health, reinforcing stewardship through engaging experiences.

Youth engagement is central to Friendswood's success, with students participating in projects ranging from recycling initiatives to coastal conservation efforts by partnering with schools and regional organizations. Supported by more than 5,000 volunteer hours, Friendswood is building an environmentally conscious community prepared for thoughtful growth and long-term sustainability.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None at this time.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/28/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize the Friendswood Office of Emergency Management for receiving their National Weather Service (NWS) StormReady designation for the 23rd consecutive year.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Office of Emergency Management is proud to announce their renewal of the National Weather Service (NWS) StormReady designation. A designation they have held since 2003.

Being part of a Weather-Ready Nation is about preparing for your community's increasing vulnerability to extreme weather and water events. Americans live in the most severe weather-prone country on Earth. You can make sure your community is **StormReady®.** Some 98 percent of all Presidentially declared disasters are weather-related, leading to around 500 deaths per year and nearly $15 billion in damage. The StormReady program helps arm America's communities with the communication and safety skills needed to save lives and property—before, during and after the event. StormReady helps community leaders and emergency managers strengthen local safety programs.

StormReady communities, counties, Indian nations, universities and colleges, military bases, government sites, commercial enterprises and other groups are better prepared to save lives from the onslaught of severe weather through advanced planning, education and awareness. No community is storm proof, but StormReady can help communities save lives.

StormReady uses a grassroots approach to help communities develop plans to handle all types of extreme weather—from tornadoes to winter storms. The program encourages communities to take a new, proactive approach to improving local hazardous weather operations by providing emergency managers with clear-cut guidelines on how to improve their hazardous weather operations. Applying is easy. To be officially StormReady, a community must:

- Establish a 24-hour warning point and emergency operations center
- Have more than one way to receive severe weather warnings and forecasts and to alert the public
- Create a system that monitors weather conditions locally
- Promote the importance of public readiness through community seminars
- Develop a formal hazardous weather plan, which includes training severe weather spotters and holding emergency exercises.

We would like to recognize the efforts of the entire Office of Emergency Management. Their cumulative efforts enabled the City to earn this achievement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Renewal Certificate_Friendswood
2. Friendswood Renewal Letter 2026

STORMREADY RENEWAL RECOGNITION

IS PRESENTED TO:

City of Friendswood

ORIGINALLY RECOGNIZED: August 2003 *RENEWAL VALID THROUGH: August, 2030*

HAVING MAINTAINED ALL REQUIREMENTS SET FORTH BY THE NATIONAL STORMREADY PROGRAM FOR:

COMMUNICATION

NATIONAL WEATHER SERVICE INFORMATION RECEPTION

HYDROMETEOROLOGY MONITORING

LOCAL WARNING DISSEMINATION

COMMUNITY PREPAREDNESS

ADMINISTRATION

StormReady
NATIONAL WEATHER SERVICE

Hayley Bailey, Meteorologist
National Weather Service Forecast Office
Houston/Galveston

PEMA

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
National Weather Service Forecast Office Houston/Galveston
1353 FM 646 Suite 202
Dickinson, TX 77539

April 25, 2026

Steven Simmons
Dept. of Emergency Services
1600 Whitaker Drive
Friendswood, TX 77546

Steven,

On behalf of the StormReady Advisory Board, congratulations to the City of Friendswood on being recertified as a StormReady Community. Your leadership and preparedness measures taken by the City of Friendswood continue to be outstanding. Since StormReady certification in August 2003, Friendswood has continued to meet and exceed all of the requirements of the StormReady program.

The City of Friendswood is authorized to continue to display the StormReady logo on official letterheads, brochures and other official documentation. The logo is trademarked and thus subject to certain restrictions requiring the National Weather Service to monitor its use, so please send us copies or descriptions of the way it is used. I can send the logo to you as an email attachment.

To purchase new or additional StormReady signs:

- If tax exempt, sign orders can be directed to mona.smitherman@doc.ok.gov
- If not tax exempt, sign orders can be directed to monica.parker@noaa.gov

This special StormReady designation will need to be recertified before August 1, 2030. Congratulations! Friendswood continues to maintain an exemplary severe weather preparedness program and is very deserving of this prestigious recognition.

Sincerely,

Hayley Bailey

Hayley Bailey
Meteorologist

StormReady®

Audit trail

Details

FILE NAME	Friendswood Renewal Letter 2026 - 4/25/26, 9:08 AM
STATUS	Signed
STATUS TIMESTAMP	2026/04/25 14:14:49 UTC

Activity

SENT	hayley.adams@noaa.gov **sent** a signature request to: • Hayley Bailey (hayley.adams@noaa.gov)	2026/04/25 14:08:52 UTC
SIGNED	**Signed** by Hayley Bailey (hayley.adams@noaa.gov)	2026/04/25 14:14:49 UTC
COMPLETED	This document has been signed by all signers and is **complete**	2026/04/25 14:14:49 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/05/2026

Prepared by: Karen Horner, City Attorney

Subject: Recognize the Friendswood Police Department for being awarded a Firehouse Subs Public Safety Grant.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Police Department is grateful to receive a grant from the Firehouse Subs Public Safety Foundation in the amount of $39,996 to support our emergency response efforts.

The funding was used to purchase thirty-three (33) LifePak Automated External Defibrillators (AEDs), helping to ensure our department is better equipped to serve the Friendswood community.

EMS Chief Lisa Camp has graciously offered to facilitate the training for all the police officers to complement the deployment of these lifesaving devices into each of our marked patrol units.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/02/2026

Prepared by: Raquel Martinez, City Secretary

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

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Happy Birthday America!!

The Fourth of July Steering Committee looks forward to celebrating with you during the City of Friendswood's 2026 Fourth of July Celebration, themed "Party Like It's 1776," on Saturday, July 4, 2026.

The celebration will begin with the Grand Parade starting at 10:00 a.m. on S. Friendswood Drive (FM 518) at Heritage Drive and concludes at Stevenson Park.

The Evening Program and Fireworks Display will take place at Centennial Park (2200 S Friendswood Dr). Gates open at 5:00 p.m. with food trucks, a ferris wheel, family attractions, live entertainment by the Joilux Band at 7:00 p.m., and a patriotic fireworks display starting after 9:15 p.m.

Please note that there is no general parking at Centennial Park. Complimentary shuttle service for the public will begin at 5:00 p.m. from Friendswood High School and Friendswood Methodist Church. Accessible parking for our special needs community will be available at the Friendswood Activity Building.

If you have any questions, please contact the Parks and Recreation Department at (281) 996-3220.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Fourth of July Flyer

FRIENDSWOOD 4TH OF JULY STEERING COMMITTEE PRESENTS

Party like it's 1776



SATURDAY, JULY 4, 2026

Grand Parade
STARTS AT
10:00 AM
DOWN FRIENDSWOOD DR. FROM HERITAGE DR. TO STEVENSON PARK

Centennial Park
GATES OPEN AT
5:00 PM
FOOD, ENTERTAINMENT, & LIVE PERFORMANCE BY JOILUX BAND.

Fireworks Show
APPROXIMATELY AT
9:15 PM
FOLLOWING FEATURED ENTERTAINMENT

★ FERRIS WHEEL SPONSORED BY Huntington Bank ★

FRIENDSWOOD.COM/JULY4

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/21/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject:
Recognize Brian Leija, Court Juvenile Case Manager for being awarded the 2026 Texas Court Clerks Association (TCCA) Annual Scholarship.

Originating Department: Municipal Court

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Court Juvenile Case Manager Brian Leija was awarded the 2026 Texas Court Clerks Association (TCCA) Annual Scholarship.

This is a very competitive scholarship that TCCA offers to its members to attend the TCCA Annual Conference. Out of 40 applicants, Brian was one of the 5 selected for 2026. This year's conference is scheduled in Round Rock, Texas from October 11–15, 2026, with this year's theme being: "Saddle Up for Success – Together We Ride," invites you to connect, collaborate, and reimagine the future of court administration alongside colleagues from across the state.

We are very proud of Brian and support his continued professional growth and leadership in the Municipal Court profession.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None at this time.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/21/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Recognize Brian Leija, Court Juvenile Case Manager, for receiving Honorable Mention by the Texas Department of Transportation and the Impaired Driving Task Force for the 2026 Impaired Driving Safety Award.

Originating Department: Municipal Court

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Texas Impaired Driving Task Force, in conjunction with the Texas Department of Transportation, presented the Texas Impaired Driving Safety Awards for 2026. This competitive awarding process honors, celebrates, and encourages those individuals/organizations who go “above and beyond” in support of the mission to eliminate impaired driving in Texas.

This year our very own Juvenile Case Manager, Brian Leija of the Friendswood Municipal Court, received Honorable Mentioned for his Driving While Impaired Program.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None at this time.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/05/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the City Manager to negotiate and execute a Tender Agreement with Travelers Casualty and Surety Company of America and Harper Brothers Construction, LLC, for the Utility Relocates at Clear Creek Utility Bridge Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On January 6, 2025, Cracon, Inc. ("Cracon") and the City entered into a construction agreement (the "Original Agreement') for the Utility Relocates at Clear Creek Utility Bridge Project (the "Project"). Travelers Casualty and Surety Company of America ("Travelers") issued the performance and payment bonds for the Project. As such, when Cracon failed to perform in accordance with the Original Agreement, the City made a demand on Travelers under the performance bond to complete the Project in accordance with the Original Contract. Travelers is contracting Harper Brothers Construction, LLC ("Harper Brothers") to continue to complete the work on the Project and will tender such contractor to the City for the Project's completion. The Project is scheduled to be completed within 120 days of the City's issuance of a notice to proceed.

Because this project is a Community Development Block Grant – Disaster Recovery Funded Project, the City is seeking the Texas General Land Office's approval of the tender and the requisite contract extension.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/15/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider the election of the Mayor Pro Tem.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to elect the Mayor Pro Tem to serve for a one-year term beginning immediately and ending at the next regular Council meeting following the canvass of the May 1, 2027, General Election.

The City Charter provides in Section 3.05 states in part that:

> The Mayor Pro Tem shall be a councilmember elected by the City Council at the next regular City Council meeting following the canvassing of returns and declaring of the results of each regular City election or as soon thereafter as practical. The Mayor Pro Tem shall act as Mayor during the disability or absence of the Mayor and in this capacity shall have the rights and duties conferred upon the Mayor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Elect a Mayor Pro Tem.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2025-2026 by approving "Budget Amendment VIII" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year.

Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the eighth set for fiscal year 2025-2026.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. VIII
2. FY26 BA VIII Exhibit A 2026-06-01
3. FY26 BA VIII Exhibit B 2026-06-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2025-23, PASSED AND APPROVED AUGUST 25, 2025, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2025-26, BY APPROVING "BUDGET AMENDMENT VIII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

****

WHEREAS, by Ordinance No. 2025-23, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2025-26"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of the City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2025-26; NOW THEREFORE,

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

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

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2025-26" is hereby amended for municipal purposes as shown on "Budget Amendment VIII" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2025-26" attached hereto. Said Budget Amendment VIII shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares

that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 1st day of June, 2026.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

City of Friendswood
Budget Amendment Summary
Fiscal Year FY2025-2026
Budget Amendment VIII
June 1, 2026

1. **Hurricane Beryl – FEMA DR-4798 Debris Removal Reimbursement State Costs, $19,910.** Appropriate funds received for management costs related to debris removal from Hurricane Beryl. Funds will be appropriated back to unassigned general fund balance.

2. **2017 CDBG-DR (Galveston County) Grant Reimbursement, $117,760.** Appropriate grant proceeds received for construction expenses related to Deepwood Flood Control project. Advanced funding for these services was approved in FY25. Therefore, the proceeds will be appropriated back to unassigned general fund balance.

3. **Hazard Mitigation Grant Program DR 4586 Portable Generator Grant Reimbursement, $113,130.** Appropriate grant proceeds received for the purchase of a portable generator. Advanced funding for this purchase was approved on FY26 BA V at the March 2, 2026, City Council meeting. Therefore, the proceeds will be appropriated back to unassigned general fund balance.

4. **HIDTA TARP reimbursement - Police Department, $1,815.** Appropriate funds received from Fort Bend County Sheriff's Office. Friendswood Police Department entered into a fiduciary arrangement with Fort Bend County Sheriff's office in January 2026 for the HIDTA TARP initiative. The reimbursement is for activities related to HIDTA through March 2026. The funds will be appropriated back to the Police Department Criminal Investigations division.

5. **Emergency Services Department – Supplemental Insurance Proceeds, $1,081.** Appropriate supplemental insurance proceeds from TML-IRP for the repair of A47 which was damaged in an accident on November 8, 2025. The funds will be appropriated to the Emergency Medical Services division's vehicle maintenance account.

6. **Animal Services Donations, $2,513.** Appropriate donations received in the current fiscal year. The funds will be appropriated to the Animal Service Division's operating services account.

7. **Library Department - Donation, $600.** Appropriate donation received from Friends of the Library. The funds will be appropriated to the Library's personnel supplies budget.

8. **Library Department - Memorial Donation, $200.** Appropriate donation received from Tyler Pearson for library books in memory of Larry Pearson. The funds will be appropriated to the Library's operating budget.

9. **Parks and Recreation Department- Donation, $138.** Appropriate donation received from Dariel Jacobs for rose bushes to be installed at Stevenson Park. The funds will be appropriated to the Parks division's landscaping account.

10. **Parks and Recreation Department – 4th of July Sponsorship, $8,000.** Appropriate sponsorship received from Huntington National Bank for a ferris wheel at the City's 4th of July event. The funds will be appropriated to the 4th of July division's community events account.

11. **Parks and Recreation Sponsorship – Keep Friendswood Beautiful, $500**. Appropriate sponsorship received from Hometown Bank for Keep Friendswood Beautiful's annual photo contest. Funds will be appropriated to Parks and Recreation's KFB's operating supplies account.

12. **Department of Emergency Services – Donation $1,607.** Appropriate donation received for first responders. The funds will be used to purchase trauma gel for first line equipment use in the supervisor vehicles for the police and fire department. The funds will be appropriated to the EMS division operating supplies account.

13. **Public Works Scrap Metal Recycling, $14,982.** Appropriate revenue collected from the sale of scrap metal accumulated by Public Works. The funds will be used to replace the fencing around the Blackhawk building. The funds will be appropriated to the Public Works operating budget in the General fund ($7,491) and the Water and Sewer fund ($7,491).

14. **Sunset Drive Signalization Project - Surveying, $8,500.** Appropriate funds for surveying services related to the Texas Department of Transportation (TxDOT) Signalization project. Council approved an agreement with TxDOT for the project at the September 8, 2025, City Council meeting and an amendment to the agreement at the May 4, 2026, City Council meeting. The funding source will be unassigned general fund balance.

15. **Lift Station Mitigation Package #4 – Construction, $874,519.** Appropriate funds for construction services for Lift Station Mitigation Package #4. Council awarded a construction contract to McDonald Municipal and Industrial – a division of C.F. McDonald Electric, Inc at the May 4, 2026, City Council meeting. The funding source will be the 2025 water and sewer revenue bonds.

16. **Lift Station #2 Rehab – Construction, $4,052,000.** Appropriate funds for construction services for Lift Station #2 Rehabilitation. Council awarded a construction contract to Sustanite Support Services LLC at the May 4, 2026, City Council meeting. The funding source will be the 2025 water and sewer revenue bonds.

17. **Dunbar Estates Waterline Relocation, $81,500.** Appropriate funds for engineering services that are associated with a 10-inch water line to connect and replace existing small water line on Dunbar Estates Drive Bridge. A professional services contract with LJA Engineering was executed on April 30, 2026. The funding source will be the 2025 water and sewer revenue bonds.

18. **Blackhawk Boulevard Reconstruction Phase II – Repackage C, $8,629,734.** Appropriate funds for construction services for Blackhawk Boulevard Reconstruction Phase II – Repackage C. Council awarded a construction contract to Reytec Construction Resources, Inc at the May 4, 2026, City Council meeting. The funding sources will be from unassigned general fund balance ($4,163,157), water and sewer working capital ($963,350), 2025 water and sewer revenue bonds ($1,622,175) and unassigned streets improvement fund balance ($1,881,052). Reimbursement from Harris County in the amount of $3,205,186 is expected and will be appropriated back to unassigned general fund balance when received.

19. **Friendswood Downtown Economic Development Corporation – Downtown Utilities, $625,484.** Appropriate funds to remove and relocate communication lines in the downtown district. Council approved the project with Comcast for $625,484.at the May 4, 2026, City Council meeting. The funding source will be FDEDC undesignated fund balance.

20. **Friendswood Downtown Economic Development Corporation – Downtown Utilities, $53,000.** Appropriate additional funds for a utility relocation cost estimate study in the downtown district. AT&T determined that additional research and field verification is required to provide accurate cost information. Council approved the study at the February 2, 2026, City Council meeting and the additional funding at the May 4, 2026, City Council meeting. The funding source will be FDEDC undesignated fund balance.

21. **Library Department - Shelving Units, $190,581*.** Appropriate funds to purchase movable shelving units which will replace existing static shelving units in the Children's and Adult section. The funding source will be the capital maintenance fund undesignated fund balance.

22. **Parks and Recreation Department - Stevenson Park Gazebo Driveway $68,248*.** Appropriate funds to replace the concrete driveway leading to the Stevenson Park gazebo. The funding source will be the capital maintenance fund undesignated fund balance.

23. **Parks and Recreation Department, Parking Lot at Renwick Park, $64,306*.** Appropriate funds to reseal and restripe the parking lot at Renwick Sports Park. The funding source will be the capital maintenance fund undesignated fund balance.

24. **Economic Development Agreement – Sterling Estates, LLC, $492,536.** Appropriate funds for an Economic Development Agreement between the City of Friendswood and Sterling Estates, LLC for water line work at their new residential subdivision. The agreement was approved by Council at the February 2, 2026, City Council meeting. The funding source will be water and sewer working capital.

**Deferred maintenance*

City of Friendswood
June 1, 2026
2025-2026 Budget Amendment VIII - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	001-0000-33134	24EMBERYLREV	Reimburse unassigned general fund balance for reimbursement received for DR-4798TX for debris removal costs related to Hurricane Beryl response	(19,910)
1	001-0000-30500		Reimburse unassigned general fund balance for reimbursement received for DR-4798TX for debris removal costs related to Hurricane Beryl response	19,910
2	124-10199		Reimburse unassigned general fund balance for 2017 CDBG-DR (Galveston County) FiveEngineering Pay Apps and retainage related to Deepwood project	(27,280)
2	124-10199		Reimburse unassigned general fund balance for 2017 CDBG-DR (Galveston County) Westbrook Contractor Pay Apps and retainage related to Deepwood project	(90,480)
2	124-26010		Reimburse unassigned general fund balance for 2017 CDBG-DR (Galveston County) FiveEngineering Pay Apps and retainage related to Deepwood project	27,280
2	124-26010		Reimburse unassigned general fund balance for 2017 CDBG-DR (Galveston County) Westbrook Contractor Pay Apps and retainage related to Deepwood project	90,480
2	001-14029		Reimburse unassigned general fund balance for 2017 CDBG-DR (Galveston County) FiveEngineering Pay Apps and retainage related to Deepwood project	(27,280)
2	001-14029		Reimburse unassigned general fund balance for 2017 CDBG-DR (Galveston County) Westbrook Contractor Pay Apps and retainage related to Deepwood project	(90,480)
2	001-10199		Reimburse unassigned general fund balance for 2017 CDBG-DR (Galveston County) FiveEngineering Pay Apps and retainage related to Deepwood project	27,280
2	001-10199		Reimburse unassigned general fund balance for 2017 CDBG-DR (Galveston County) Westbrook Contractor Pay Apps and retainage related to Deepwood project	90,480
3	001-0000-33100		Reimburse unassigned general fund balance for HMGP DR-4586 Portable Generator	(113,130)
3	001-0000-30500		Reimburse unassigned general fund balance for HMGP DR-4586 Portable Generator	113,130
4	001-0000-33700		Appropriate reimbursement received for activities related to HIDTA TARP initiative with Fort Bend County Sheriff's Office	(1,815)
4	001-2130-421.4130		Appropriate reimbursement received for activities related to HIDTA TARP initiative with Fort Bend County Sheriff's Office	965
4	001-2130-421.7820		Appropriate reimbursement received for activities related to HIDTA TARP initiative with Fort Bend County Sheriff's Office	850
5	001-0000-38310		Appropriate TML-IRP Insurance Proceeds for A47 damaged in an accident on 11/8/2025	(1,081)
5	001-2507-422.6300	A47	Appropriate TML-IRP Insurance Proceeds for A47 damaged in an accident on 11/8/2025	1,081
6	001-0000-38600	DNAC	Appropriate donations received for Animal Services to the operating services account	(2,513)
6	001-2150-441.7400		Appropriate donations received for Animal Services to the operating services account	2,513
7	001-0000-38600	DNMLIBREV	Appropriate donation received from the Friends of the Library for personnel supplies	(600)
7	001-6310-459.5200	DNMLIBEXP	Appropriate donation received from the Friends of the Library for personnel supplies	600
8	001-0000-38600	DNMLIBREV	Appropriate donation received from Tyler Pearson in memory of Larry Pearson for books	(200)
8	001-6310-459.5482	DNMLIBEXP	Appropriate donation received from Tyler Pearson in memory of Larry Pearson for books	200
9	0001-0000-38600		Appropriate donation received from Dariel Jacobs for rose bushes to be installed at Stevenson Park	(138)
9	001-6430-456.6210		Appropriate donation received from Dariel Jacobs for rose bushes to be installed at Stevenson Park	138
10	001-0000-34772		Appropriate sponsorship from Huntington National Bank for a ferris wheel at the 4th of July event	(8,000)
10	001-6422-452.7910		Appropriate sponsorship from Huntington National Bank for a ferris wheel at the 4th of July event	8,000
11	001-0000-34772		Appropriate sponsorship from Hometown Bank for KFB Photo Contest	(500)
11	001-6424-458.5400		Appropriate sponsorship from Hometown Bank for KFB Photo Contest	500
12	001-0000-38600		Appropriate donation for first responders to EMS division	(1,607)
12	001-2507-422.5400		Appropriate donation for first responders to EMS division	1,607
13	001-0000-38000		Appropriate revenue collected from sale of scrap metal to Public Works to replace fencing around Blackhawk facility	(7,491)
13	401-0000-38000		Appropriate revenue collected from sale of scrap metal to Public Works to replace fencing around Blackhawk facility	(7,491)
13	001-7001-419.6610	15355BLKHWK	Appropriate revenue collected from sale of scrap metal to Public Works to replace fencing around Blackhawk facility	7,491
13	401-7001-419.6610	15355BLKHWK	Appropriate revenue collected from sale of scrap metal to Public Works to replace fencing around Blackhawk facility	7,491
14	001-0000-30500		Appropriate unassigned general fund balance for Sunset Drive Signalization Project	(8,500)
14	001-7001-431.7800	ST2026	Appropriate unassigned general fund balance for Sunset Drive Signalization Project	8,500
15	423-0000-30600		Appropriate 2025 water and sewer revenue bond proceeds for Lift Station Mitigation Package 4 construction services	(874,519)
15	423-7001-433.8552	LS004MIT	Appropriate 2025 water and sewer revenue bond proceeds for Lift Station Mitigation Package 4 construction services	874,519
16	423-0000-30600		Appropriate 2025 water and sewer revenue bond proceeds for Lift Station 2 Rehabilitation construction services	(4,052,000)
16	423-7001-433-8552	LS002REHAB2025	Appropriate 2025 water and sewer revenue bond proceeds for Lift Station 2 Rehabilitation construction services	4,052,000
17	423-0000-30600		Appropriate 2025 water and sewer revenue bond proceeds for Dunbar Estates Waterline Relocation project	(81,500)
17	423-7001-434.8582	WTR2026.001ENG	Appropriate 2025 water and sewer revenue bond proceeds for Dunbar Estates Waterline Relocation project	81,500

City of Friendswood
June 1, 2026
2025-2026 Budget Amendment VIII - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
18	001-0000-30500		Appropriate unassigned general fund balance for Blackhawk Boulevard Reconstruction Phase II - Repackage C	(4,163,157)
18	001-7001-431.8591	STRT2024.001CONST	Appropriate unassigned general fund balance for Blackhawk Boulevard Reconstruction Phase II - Repackage C	4,163,157
18	401-0000-30600		Appropriate unassigned general fund balance for Blackhawk Boulevard Reconstruction Phase II - Repackage C	(963,350)
18	401-7001-434.8591	STRT2024.001CONST	Appropriate unassigned general fund balance for Blackhawk Boulevard Reconstruction Phase II - Repackage C	963,350
18	423-0000-30600		Appropriate unassigned general fund balance for Blackhawk Boulevard Reconstruction Phase II - Repackage C	(1,622,175)
18	423-7001-434.8591	STRT2024.001CONST	Appropriate unassigned general fund balance for Blackhawk Boulevard Reconstruction Phase II - Repackage C	1,622,175
18	170-0000-30100		Appropriate unassigned general fund balance for Blackhawk Boulevard Reconstruction Phase II - Repackage C	1,881,052
18	170-7001-431.8511	STRT2024.001CONST	Appropriate unassigned general fund balance for Blackhawk Boulevard Reconstruction Phase II - Repackage C	(1,881,052)
19	175-0000-30100		Appropriate undesignated fund balance for downtown district utility relocation with Comcast	625,484
19	175-0303-419.7800		Appropriate undesignated fund balance for downtown district utility relocation with Comcast	(625,484)
20	175-0000-30100		Appropriate undesignated fund balance for downtown district utility relocation with AT&T	53,000
20	175-0303-419.7800		Appropriate undesignated fund balance for downtown district utility relocation with AT&T	(53,000)
21	161-0000-30100		Appropriate undesignated fund balance to replace shelving units at the Library*	(190,581)
21	161-7001-459.8800	8LI459	Appropriate undesignated fund balance to replace shelving units at the Library*	190,581
22	161-0000-30100		Appropriate undesignated fund balance to replace the concrete driveway leading to Stevenson Park Gazebo*	(68,248)
22	161-7001-456.8591	PK0030EXP	Appropriate undesignated fund balance to replace the concrete driveway leading to Stevenson Park Gazebo*	68,248
23	161-0000-30100		Appropriate undesignated fund balance to reseal and restripe the parking lot at Renwick Park*	(64,306)
23	161-7001-456.8591	PK0060EXP	Appropriate undesignated fund balance to reseal and restripe the parking lot at Renwick Park*	64,306
24	401-0000-30600		Appropriate water and sewer working capital for Economic Development agreement with Sterling Estates, LLC	(492,536)
24	401-9002-491.9110		Transfer water and sewer working capital for Economic Development agreement with Sterling Estates, LLC	492,536
24	001-0000-39137		Transfer water and sewer working capital for Economic Development agreement with Sterling Estates, LLC	(492,536)
24	001-0303-419.7921		Appropriate water and sewer working capital for Economic Development agreement with Sterling Estates, LLC	492,536

**Deferred maintenance*

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/07/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution adopting the 2025 Harris County Multi-Jurisdictional Hazard Mitigation Plan.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Natural hazards, including droughts, floods, hurricanes, and other public health and safety risks, pose threats to our citizens as well as to property within the City. As such, the City along with other participating jurisdictions has prepared a multi-hazard mitigation plan (the "Plan") in accordance with the Disaster Mitigation Act of 2000. The Plan, which has been approved by the Federal Emergency Management Agency (FEMA) and the Texas Division of Emergency Management (TDEM), identifies mitigation goals and actions to reduce or eliminate long-term risk from the impacts of future hazards and disasters. The goals include:

- improving and coordinating data collection efforts to fully maximize mitigation capabilities;
- enhancing public outreach strategies to improve information sharing regarding hazards, including risk reduction strategies;
- reducing the impacts of hazards on people and property and protecting natural and cultural resources;
- working to improve and coordinate existing local plans, policies, codes, and regulations to reduce hazard impacts;
- implementing property protection measures to reduce or eliminate repetitive loss occurrences.
- investigating and implementing a range of structural projects that will reduce the effects of hazards on public and private property throughout Harris County;
- investigating and implementing a range of nature-based solutions that utilize, enhance, and protect natural resources and their ability to reduce hazard impacts;
- advancing hazard analysis and mitigation strategies to reflect interdependencies across infrastructure and community lifelines; and
- prioritizing mitigation investments to inform and support efforts to seek funding.

Our annex to the Plan identifies Friendswood's risks and vulnerabilities to hazards and actions we can take to mitigate them. Adoption of the Plan demonstrates the City's ongoing commitment to hazard mitigation and qualifies the City for future FEMA hazard mitigation programs. The Plan will be monitored and evaluated annually and updated every five (5) years. The City of Friendswood also participates in Galveston County's Mitigation Plan, adopted by council resolution on June 6, 2022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Adopt the 2025 Harris County Multi-Jurisdictional Hazard Mitigation Plan
2. HC MJ-HMP Executive Summary

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE 2025 HARRIS COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN; AND PROVIDING AN EFFECTIVE DATE.

****

WHEREAS, the City Council of the City of Friendswood, Texas, recognizes the threat that natural hazards pose to people and property within its jurisdiction; and

WHEREAS, the City of Friendswood (the "City") has prepared a multi-hazard mitigation plan, hereby known as the 2025 Harris County Multi-Jurisdictional Hazard Mitigation Plan (the "Plan"), in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Plan has been approved by the Federal Emergency Management Agency ("FEMA") and the Texas Division of Emergency Management ("TDEM"); and

WHEREAS, the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Friendswood from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City Council demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Plan; NOW THEREFORE,

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

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

Section 2. That the City Council of the City of Friendswood hereby adopts the 2025 Harris County Multi-Jurisdictional Hazard Mitigation Plan, which is on file with Harris County, available online at ReadyHarris.org and is incorporated herein by this reference for all intents and purposes.

Section 3. That the City Council hereby authorizes edits or amendments to the Plan consistent with its purposes after its submission without further City Council action; provided, however, City Council shall review and adopt an update to the Plan in five (5) years.

Section 4. 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 1st day of June, 2026.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney



EXECUTIVE SUMMARY

The purpose of this document is to familiarize you with the Harris County Multi-Jurisdictional Hazard Mitigation Plan that was recently updated so the necessary actions can be taken to adopt the plan. Each jurisdiction participating in the plan must formally adopt it in order to maintain eligibility for funding under Federal Emergency Management Agency (FEMA) hazard mitigation grant programs.

Hazard mitigation is the use of long-term and short-term policies, programs, projects, and other activities to minimize the loss of life, injury, and property damage that can result from a disaster. Hazard mitigation is the first step in reducing risk and is the most effective way to reduce costs associated with hazards. This hazard mitigation plan examines Harris County's vulnerability to identified hazards and outlines actions that Harris County and participating entities can take to mitigate those hazards. This 2025 update to the plan was coordinated with 42 planning partners in the County:

- Harris County
- Harris County Flood Control District
- Harris County Office of County Administration
- City of Bellaire
- City of Bunker Hill Village
- City of Deer Park
- City of El Lago
- City of Friendswood
- City of Galena Park
- City of Hedwig Village
- City of Hilshire Village
- City of Humble
- City of Hunters Creek Village
- City of Jacinto City
- City of Jersey Village
- City of Katy
- City of La Porte
- City of Missouri City
- City of Morgan's Point
- City of Nassau Bay
- City of Pasadena
- City of Piney Point Village
- City of Seabrook
- City of Shoreacres
- City of Southside Place
- City of Spring Valley Village
- City of Stafford
- City of Taylor Lake Village
- City of Tomball
- City of Waller
- City of Webster
- City of West University Place
- Cypress Creek Drainage
- District
- Cypress Fairbanks Independent School District
- Goose Creek Independent School District
- Gulf Coast Authority
- Harris Health System
- Houston Community College
- Lee College
- San Jacinto College
- Spring Independent School District
- University of Houston
- Varnett Public School

This coordination in planning facilitated a more efficient planning process than would be accomplished by each jurisdiction developing its own plan. It allowed these planning partners to pool resources and eliminate redundant activities.

In updating the hazard mitigation plan, the participating jurisdictions fully coordinated with and solicited participation from county and local governments, relevant organizations and groups, state and federal agencies, and the public. This coordination ensured that stakeholders had established communication channels and relationships to support mitigation planning and mitigation actions included in the plan.

The hazards examined in the plan include the following:

- Coastal erosion
- Dam/levee failure
- Drought
- Earthquake
- Energy pipeline failure
- Extreme cold
- Extreme heat
- Flood
- Hurricane/coastal storms
- Mass movement
- Public health emergency
- Severe weather
- Technology failure
- Toxic release/hazardous materials incident
- Tsunami
- Utility failure
- Wildfire

The risk and vulnerability associated with each of these hazards were determined for each participating jurisdiction, based on past events, past and predicted future losses, and the expected probability of future occurrence. From these evaluations, hazards were ranked as high, medium, or low risk to each jurisdiction. The hazard rankings were used to focus and prioritize individual jurisdictional mitigation strategies.

The planning process included a review and update of mitigation goals and objectives that were previously established. The updated goals and objectives guide the selection of mitigation actions to address risk from the identified hazards. Mitigation goals were updated based on the updated risk assessment, discussions, research, and input from plan participants and stakeholders. The goal development process considered the goals outlined in the 2023 Texas State Hazard Mitigation Plan, as well as other relevant county and local planning documents. The following goals were established for the 2025 hazard mitigation plan update:

1. Improve and coordinate data collection efforts to fully maximize mitigation capabilities.
2. Enhance public outreach strategies to improve information sharing regarding hazards, including risk reduction strategies.
3. Reduce the impacts of hazards on people and property and protect natural and cultural resources.
4. Work to improve and coordinate existing local plans, policies, codes, and regulations to reduce hazard impacts.
5. Implement property protection measures to reduce or eliminate repetitive loss occurrences.

6. Investigate and implement a range of structural projects that will reduce the effects of hazards on public and private property throughout the County.
7. Investigate and implement a range of nature-based solutions that utilize, enhance, and protect natural resources and their ability to reduce hazard impacts.
8. Advance hazard analysis and mitigation strategies to reflect interdependencies across infrastructure and community lifelines.
9. Prioritize mitigation investments to inform and support efforts to seek funding.

Maintenance of the plan includes a schedule for monitoring and evaluating the plan annually and producing an updated plan every five years. The plan will be available online at ReadyHarris.org.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 02/27/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution authorizing a Master Interlocal Agreement with 791 Purchasing Cooperative LLC, for cooperative purchasing of goods and services.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

791 Purchasing Cooperative LLC ("791 Coop") is a government purchasing cooperative that was established to identify qualified vendors of goods and services, comply with state and federal bidding requirements, and to relieve the burdens of governmental purchasing by realizing economies of scale. 791Coop was created in accordance with Chapter 791 of the Texas Government Code and collaborates with Region 15 Education Service Center and The Central Texas Council of Governments to deliver compliant, publicly procured cooperative agreements that public agencies across the country can utilize. Approval of the Interlocal Agreement between the City and 791 COOP will allow the City to purchase goods and services in an efficient and cost-effective manner. The agreement is for a ten (10) year period and renews for successive ten (10) year periods unless either party gives sixty (60) days' written notice of non-renewal.

This proposed resolution approves the master agreement and designates the City's Purchasing Manager as the person authorized to act on behalf of the City regarding this cooperative purchasing program.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Exhibit A - Master Interlocal Agreement
2. Resolution - 791 Purchasing Cooperative Agreement

Exhibit "A"

MASTER INTERLOCAL AGREEMENT

This Master Interlocal Agreement ("Agreement") is made by and between 791 Purchasing Cooperative ("791 COOP") and the City of Friendswood ("End User"), (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respective authorized officers, agents, and/or employees.

PURPOSE

WHEREAS, the federal, state, and territorial governments of the United States of America have expressly authorized and encouraged the use of cooperative purchasing agreements to increase quality and efficiency in purchasing for public, publicly funded, and other legally authorized entities; and

WHEREAS, 791 Purchasing Cooperative LLC through its purchasing cooperative named 791 Purchasing Cooperative (791 COOP) is committed to providing cooperative purchasing contracts with lead public agencies to eligible organizations, including, but not limited to, public and private K12 schools, cities, counties, institutions of higher education, and other eligible units of government ("Authorized Users") in all states in order to increase quality and efficiency in purchasing; and

WHEREAS, 791 COOP is authorized to contract with the End User entity through Chapter 791 of the Texas Government Code, Chapter 252, 262, and 2269 of the Texas Government Code, Chapter 44 of the Texas Education Code, and other relevant federal and state laws to provide goods and service through legally compliant mechanisms; and

WHEREAS, The Parties wish to enter into this Agreement to maximize spending power of End User entity and provide increased efficiency in the sourcing and purchase of goods and services; and

WHEREAS, the governing bodies of the Parties, individually and corporately do hereby adopt and find the foregoing promises as findings of said Authorized Users; and

NOW, THEREFORE, premises considered, and in consideration of and conditional upon the mutual covenants and agreements herein, the Parties herein mutually agree as follows:

AGREEMENT

1. **Term:** This Agreement is effective for ten (10) years from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.

2. **Permissions**: This Agreement shall: (1) Allow Authorized User/End User entities to purchase goods and services by purchase order, contract, agreement, or other legally permitted mechanisms through 791 COOP's competitively awarded vendor list; (2) allow the Authorized User to access 791 COOP's cooperative contracts to purchase products or services from vendors which have been awarded contracts through statutorily authorized methods; and (3) allow the Authorized User/End User entities to access 791 COOP subject matter expertise to facilitate best practices in sourcing and procurement.

3. **Relationship**: The relationship between the Parties is that of the Independent Contractor. Neither Party has the authority to bind the other in any manner beyond the terms of this Agreement. The

End User entity may be required to enter into subsequent contractual arrangements with 791 COOP to ensure pricing, standards, and compliance, and for specific products or services.

4. **Confidentiality and Safeguarding:** To the extent permitted and/or required by laws of Authorized User's operation's jurisdiction, proprietary information and intellectual property of 791 COOP will be shielded from public inquiry without the prior written consent of 791 COOP.

5. **Venue and Governing Law**: The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and the venue shall be exclusively in Bexar County, Texas.

Jeffrey Shokrian, CEO Date 791 Purchasing Cooperative	
Authorized User Representative Date	April 6, 2026 Governing Body Approval Date
City of Friendswood Entity Name	910 S Friendswood Dr., Friendswood, TX 77546 Entity Address (Principal Office)
281-996-3200 Entity Contact Telephone Number	fwdcity@friendswood.com Entity Contact E-mail Address

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH 791 COOPERATIVE LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

****

WHEREAS, pursuant to the authority granted under Chapter 791 of the Texas Government Code, and Subchapter F of Chapter 271 of the Texas Local Government Code, the City of Friendswood may enter into a cooperative purchasing agreement for the procurement of goods, services, supplies, and equipment; and

WHEREAS, through cooperative purchasing agreements, the City is able to leverage volume pricing, reduce administrative time and costs associated with duplicative solicitations, expedite delivery schedules, and improve procurement efficiency and value for taxpayers through competitively solicited contracts administered by recognized cooperative purchasing programs; and

WHEREAS, 791 Cooperative LLC, administers such a cooperative purchasing program named 791 Purchasing Cooperative ("791 COOP"); and

WHEREAS, the City of Friendswood, in making a purchase under such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids and proposals for goods, services, supplies, and equipment; NOW THEREFORE,

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

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

Section 2. That the City Council of the City of Friendswood, Texas, authorizes the City of Friendswood to enter into a cooperative purchasing agreement with 791 Cooperative LLC, to make purchases through 791 COOP, which agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. 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 1st day of June, 2026.

_____
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: June 1, 2026

Date submitted: 02/27/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an agreement with Water Company of America for a review of untilled or misbilled utility services through the 791 Purchasing Cooperative (Contract #791202409008).

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Pursuant to this agreement with ISI Water Company, d/b/a Water Company of America ("WCA") through the 791 Purchasing Cooperative (Contract #791202409008), WCA will conduct a review of untilled or misbilled utility services. Their study will include the following tasks:

Task 1 - Identify and Analyze
- Step 1 - Account Data Information Gathering and Review
- Step 2 - Account Information Analysis Criteria
- Step 3 - Internal Property Selection Report
- Step 4 - Field Work Selection Report
- Step 5 - Field Work Order Issued
- Step 6 - Field Research & Account Documentation
- Step 7 - Decision Point - Approve Potential Revenue Enhancement

Task 2 - Quantifying Revenue Enhancement
- Step 8 - Formal Work Order Submission
- Step 9 - Decision Point - Approve Recommended Work Order

Task 3 - Coordinating the Implementation and Execution of Corrective Action
- Step 10 - Corrective Action
- Step 11 - Identified New Revenue on Accounts
- Step 12 - Reports on Proposed Revenue Sharing Plan

WCA estimates that this project will be approximately three (3) years. WCA will bear the entire cost of the study and will be entitled to a share of the increased collected revenues generated by this program. Specifically, WCA will share 50% of the additional revenues recovered for 48 months. Thereafter, 100% of the recovered revenue will belong to the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Contract for Services - ISI Water Company
2. WCA Award Letter RFP 791202409008

3. WCA Vendor Contract 791202409008
4. Form 1295 - ISI Water Company
5. Government Code Verification - ISI Water Company
6. Insurance Certificate - ISI Water Company

Contract for Services

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF GALVESTON & HARRIS §

THIS CONTRACT FOR SERVICES ("Contract") is made on the date of countersignature, hereinafter specified, by and between the City of Friendswood ("City"), and ISI Water Company, a Texas corporation, with its principal office in Houston, Harris County, Texas (referred to herein as Water Company of America "WCA"). The initial addresses of the parties are as follows:

WCA	CITY
ISI Water Company	City of Friendswood
5215 Fidelity St	910 S. Friendswood Dr
Houston, Texas 77029	Friendswood, Texas 77546

WITNESSETH:

WHEREAS, the CITY desires to secure the performance of services of the highest quality by trained, skilled personnel; and

WHEREAS, the CITY desires to secure the performance of services with WCA pursuant to the 791 Purchasing Cooperative's Contract Number 791202409008; and

WHEREAS, WCA desires to provide such services in exchange for the fees hereinafter specified;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I
Definitions

As used in this Contract, the following terms shall have meanings as set out below:

"Account" is defined as a particular Utility Service of the CITY (Water, Wastewater). This definition includes all unauthorized taps discovered by WCA that previously had not been given an Account number by the CITY.

"Base Revenue" is defined as the average of the bimonthly Account billings during the period of time when the Account experienced the problem and which immediately precedes the completion of the Work, for up to a twelve-month period. By way of example, and not limitation,

if WCA discovers a meter which has been broken for a six-month period, resulting in consumption of zero usage during such six-month period, the Base Revenue is zero and shall not include in the Base Revenue average the preceding six-month period during which time the meter operated properly.

"WCA Share" is defined as the fee to be paid by the CITY to WCA for performance of duties under this Contract, computed in accordance with Section 5.02 hereof.

"CITY" is defined in the preamble of this Contract and includes its successors and assigns.

"WCA" is defined in the preamble of this Contract and includes its successors and assigns.

"Customer Information System" (or "CIS") is defined as the system used by the CITY to bill and to account for customer activities.

"Contract Administrator" is defined as that person designated by the Director by notice to WCA, to administer this Contract on behalf of the CITY. This individual shall have a working knowledge of CITY protocol and operating procedures of the CITY, and shall have the authority and responsibility of administering all day-to-day aspects of this Contract on behalf of the CITY.

"Director" is defined as the CITY's Director of Finance who has ultimate authority and responsibility over this Contract.

"Documented the Find" is defined as the notation by WCA on the Research Report to the CITY for which the Contract Administrator has approved a formal Work Order submitted by WCA.

"Find" is defined as the discovery by WCA of an Account condition as the result of the Work, which causes a specific Utility Service to be improperly or inaccurately billed.

"Force Majeure," as used herein, shall include but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests, restraints of government and people, and explosions, and not within the reasonable control of the party claiming such inability.

"Increased Revenue" is defined as the amount of bimonthly income received by the CITY on an Account, over and above the Base Revenue, including any rate increases, subsequent to corrective action being taken on that Account, including both income derived from ongoing usage, as well as retroactive billing.

“Notice to Proceed” is defined as the written notification by the CITY to WCA to initiate Work. This notification shall be issued upon the successful conversion of Account data from the CIS by WCA. The date of the Notice to Proceed shall mark the initiation of the Contract term.

"Research Report" is defined as the reports delivered to the CITY by WCA pursuant to Section 2.01 (C) (1) hereof.

"Utility Service" is defined as the physical location of a CITY consumer, both known and unknown to the CITY, which utilizes services provided by the CITY.

"Work" is defined as all of WCA's efforts towards determining needed changes and recommending the corrective actions necessary in order for the specific Utility Service to be properly and accurately billed.

"Work Order" shall be defined to mean that certain standard document that defines relevant information about a CITY Account that WCA has evaluated and determined to be defective.

ARTICLE II
Scope of Service

2.01 Basic Service

WCA shall provide the investigation, Work Orders, and field services necessary to maximize the billable revenue for the CITY's Utility Service.

A) Investigation and Field Work

B) Upon receiving the Account information described in Section 3.01 (A) hereof WCA shall:
   1) Investigate each Account and determine if there is a loss of revenue to the CITY associated with that Account and
   2) Submit Work Orders with recommendation(s) for changes in billing procedures and/or changes in physical service. This information will be provided for each Account.

C) Reports
   1) WCA shall provide to the CITY no less than every 60 days a complete list of all Accounts researched on which WCA has identified potential increased revenues to the CITY. This Research Report shall be submitted for the purpose of Documenting the Find, and WCA shall be entitled to its portion of the Increased Revenues on said Accounts (the WCA Share), if the Work Order(s) included therein are subsequently approved by the Contract Administrator.
   2) On each Account for which WCA has Documented the Find and the CITY has collected Increased Revenue, WCA shall provide a detailed report that quantifies Increased Revenue prepared from the information received from the CITY in the monthly account data download. This report contains at least the following information:

a) Work Order number,
b) Account number,
c) Cycle counter (indicates progression through the revenue sharing period),
d) Amount of customer billing (from the download),
e) Base Revenue,
f) Calculation of Increased Revenue, and
g) Calculation of WCA Share.

3) WCA shall provide the Contract Administrator a status report on a frequency agreed to by the parties. This report is to be inclusive of all Accounts that are deemed by WCA to justify action and on which a Work Order has been generated in the prior month.

D) WCA warrants that all work shall be performed in a professional and workmanlike manner meeting the standards of quality prevailing in the region for services of like kind. WCA further warrants that only trained and skilled persons who have been previously approved by the CITY shall perform all Work. WCA shall be responsible for the accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. WCA shall correct all such deficiencies without cost to the CITY.

2.02 Services in General

WCA shall coordinate all of its activities herein described with the CITY, the Director, WCA Administrator, or their designated representative(s).

2.03 Finds Exempted

In certain rare cases, WCA may discover a Find on an Account of which the CITY has prior knowledge and is attempting to remedy. Such a Find being remedied by the CITY is exempted from WCA Work.

These cases fall into two categories and require that WCA shall:

1) for a period of 60 calendar days from the date of the inception of a new Account problem that originates during the term of this Contract, refrain from submitting a Work Order related to that Find, and
2) for a period of 60 calendar days beginning at the Notice to Proceed date, refrain from submitting a Work Order for any specific problem on an Account that is known to the CITY and is made known to WCA, that the CITY is in the process of remedying on that Account.

It is agreed by the parties hereto that the purpose of this Section 2.03 is to define and agree to the period of time for the CITY to remedy new problems that it discovers and/or to remedy known situations. This will minimize duplication of effort, thus keeping project resources focused on providing maximum benefit to the CITY.

ARTICLE III

CITY Duties, Data Records, Work Product, Etc.

3.01 Certain Duties of the CITY

A) In addition to its other duties under this Contract, the CITY shall, to the extent permitted by law for each Account, provide access to all the data and records in the possession of the CITY and provide copies of any documents in the possession or control of the CITY or available to the CITY which are requested by WCA and are reasonably necessary for WCA to perform its duties under this Contract. CIS data shall be in two forms.

1) The CITY will create a monthly download consisting of a .bak (backup) file of the Utility Billing System.
   a) The CITY will provide download #1 within thirty (30) days of the CITY's execution this Agreement.
   b) The download will be created monthly by the CITY on the same day of each month for the duration of the project to support both field operations and Increased Revenue calculation.
   c) The day of the month selected for download will be determined solely by the CITY.
   d) The download content and naming of tables and fields will be consistent and not vary unless first agreed to by the CITY and WCA.
   e) The CITY will transmit via SFTP or the best secure method agreed to by the CITY and WCA.
   f) In the event that the provision of data is interrupted for a period of more than thirty (30) calendar days, the term shall be extended by a period of time equal to such delay.
2) The CITY will establish a password protected "read only" live link to the CIS for the viewing and extracting of "real time" information by WCA. At no time will WCA be able to input a change or modification to an Account by way of this link.

B) Upon execution of this Contract by all parties, the CITY will establish the day of the month for the quarterly Contract meeting for Work Order status which is to be attended by the key stakeholders (Contract Administrator, Billing, Customer Service, Meter Operations).

C) The CITY shall review all Work Orders submitted by WCA under Section 2.01 (B) hereof; and within ten (10) working days of the date of submittal, the CITY shall advise WCA of the disposition of the Work Order request (approved or denied).

D) The CITY shall timely implement the recommended corrective action identified in the Work Order, if approved, and notify WCA of this action after completion. Changes to Account data, such as billing code changes, shall be accomplished

within sixty (60) calendar days. Should this not occur within the timeframe specified, the CITY shall issue to WCA written notification of a fifteen (15) day extension. Both parties recognize and agree that the purpose and intent of the project cannot be realized until approved changes have been implemented and accounts are fairly and accurately billed.

E) The Contract Administrator shall assist WCA in its dealings with any CITY department.

F) The CITY shall acknowledge that WCA has Documented the Find pursuant to Section 2.01 (C) (1), by promptly entering the appropriate information related to the Account within the CIS System, or by whatever other method the CITY chooses. Once documented, the CITY shall not deny approval of a Work Order due to any action taken by the CITY during the approval process.

G) Matters not specifically covered by this Contract will have procedures established by mutual agreement of WCA and the Contract Administrator.

H) At all times, the spirit of this Contract will be upheld by both the CITY and WCA. WCA is performing a service to the CITY by increasing revenue to the CITY. The CITY has given WCA authorization to perform the defined duties of this Contract and will not hinder, restrict, delay or compete with WCA's performance of these duties; provided nothing contained herein shall limit the CITY's ability to manage its own utility service, nor shall it permit WCA to interfere with the City's operations.

ARTICLE IV

Indemnification, Release, and Insurance

4.01 Indemnification

WCA AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (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 ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY WCA OR WCA'S AGENT, OR ANOTHER ENTITY OVER WHICH WCA EXERCISES CONTROL

(COLLECTIVELY, WCA'S PARTIES). IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH WCA AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY WCA TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF WCA'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS WCA'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. SUCH INDEMNITY 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 WCA'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, WCA FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITIES PROVIDED FOR HEREIN WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

4.02 Release

By this Contract, the CITY does not consent to litigation or suit and hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter provision, or applicable state law. Nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity. WCA 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 WCA's services to be performed hereunder. This release shall apply with respect to WCA's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

4.03 Insurance

Throughout the term of this Contract, WCA shall carry and maintain the following insurance coverage with a company or companies satisfactory to the Director, and policies of insurance that are licensed and admitted in the state with an A.B. Best Rating of A:VII or better. The CITY shall be named as an additional insured, and a waiver of subrogation in favor of the CITY shall be required on all such policies. All policies shall provide that the Director will be given at least thirty (30) days' notice in case of

cancellation. Such insurance coverage shall have the minimum limits of liability in not less than the following amounts:

A) Comprehensive General Liability Insurance including Contractual Liability:
Bodily Injury & Property Damage
$ 1,000,000 per occurrence
$ 2,000,000 aggregate

B) Workers' Compensation with Employees Liability including Broad Form All States Endorsement: $ 1,000,000

Certificates of insurance shall be provided prior to the CITY'S execution of this Contract, and WCA shall ensure that unexpired certificates of insurance are on file with the CITY at all times during the term of this Contract.

ARTICLE V
Payment

5.01 Limitation of Funds

Any and all fees due to WCA under this Contract shall be payable solely from the funds collected pursuant to this Contract. WCA acknowledges and agrees that the CITY's liability for any and all payments hereunder shall be limited by this provision. No other funds are available nor will they be appropriated for the purpose of this Contract.

5.02 Payment for Services

A) If any Work performed by WCA to an Account results in Increased Revenues to the CITY, WCA shall be entitled to a WCA Share for such Work equal to 50% of all Increased Revenues (as defined in Article I of this Contract) for a term of 48 months thereafter, referred to in 6.01 TERM as Phase Two. The 48-month term may be suspended in the event that the account problem persists which eliminates Increased Revenue and restarted following remedy.

B) Documentation substantiating and calculating Increased Revenue shall be reviewed by the CITY within thirty (30) calendar days of submission; and, if approved, the CITY will process the same for payment in Section 2251.021 of the Texas Government Code. Interest on all delinquent amounts shall accrue in accordance with Section 2251.025 of the Texas Government Code.

C) The City expressly reserves the right to offset any overpayments made by the CITY against future amounts due WCA under the terms of this Agreement.

5.03 Early Payment Option

In the event that the CITY should desire, for any reason, to make payment of any and all fees due WCA sooner than defined in Article V, the CITY shall have the right to approve a calculation of any and all remaining fees based on a Work-Order-by-Work-Order payment average to date, multiplied by the remaining number of months, factored down by a

"present value discount" using the prime interest rate in effect at the time of the early payment.

ARTICLE VI

Term and Termination

6.01 Term

The Contract term is initiated by the CITY upon the issuance of the Notice to Proceed. The term of the Contract is divided in two phases. Phase one is the operations period when WCA is performing the Work and shall continue for a primary term equal to thirty-six (36) months.

At the end of the primary term of phase one, the phase one term may be renewed for successive periods of twelve (12) months, upon written agreement of both parties.

Phase two is the period of time, on a Work-Order-by-Work-Order basis, during which the WCA Share is determined (reference 5.02 A).

Therefore, the Contract term is the total time from the date of the Notice to Proceed, through phase one, including any renewal periods, and including phase two which is the forty-eight (48) month Work-Order-by-Work-Order revenue-sharing period for each Find approved by the CITY.

6.02 Termination

Either party may terminate phase one (the operations period) of this Contract by giving thirty (30) day' written notice to the other party of the intent to terminate. The CITY agrees that for three (3) years after termination of this Contract, however brought about, the CITY shall, during normal business hours and in no way disruptive of business activities of the CITY, provide WCA with access to and the determination of fees and payments owed to WCA hereunder.

6.03 Earned Fees

The duties and obligations of the CITY to pay WCA under the terms of Article V shall continue in full force and effect as outlined therein and shall survive the completion of phase one (the operations period) of this Contract.

ARTICLE VII

Miscellaneous Provisions

7.01 Independent Contractor

The relationship between WCA and the CITY shall be that of an independent contractor.

7.02 Confidentiality.

WCA acknowledges that any information shared with it under this Agreement is deemed confidential pursuant to Section 182.052 of the Texas Utilities Code. WCA agrees to treat

such information as confidential and shall not disclose it to any third party without the prior written consent of the CITY, except as required by law or as necessary to perform its obligations under this Agreement. WCA shall implement reasonable safeguards to protect the confidentiality of the information and shall promptly notify the CITY of any unauthorized disclosure or breach of confidentiality.

7.03 Business Structure and Assignments

Other than by operation of law, WCA shall not delegate or assign any portion of this Contract without the prior written consent of the Director, which shall not be unreasonably withheld.

7.04 Subcontractors

WCA may subcontract any part of its performance under this Contract with the approval of the Director or Contract Administrator. Any subcontractor shall be treated under the Contract as if they were employees of WCA.

7.05 Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the CITY and WCA only.

7.06 Non-waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein, or to exercise any rights or remedies accruing hereunder upon default or failure of performance, shall not be considered a waiver of the right to insist on or to enforce by any appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.07 Applicable Laws; Venue

This Contract is governed by the laws of the State of Texas; and venue for all purposes shall be in Galveston County, Texas.

7.08 Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have therefore prescribed by notice to the sending party.

7.09 Equal Employment Opportunity

WCA will comply with all state and federal laws, ordinances, and policies set by the CITY in reference to Equal Employment Opportunities.

7.10 Force Majeure

In the event either party is rendered unable by Force Majeure to fully perform under this Contract, it is agreed that, upon such party's giving notice specifying such Force Majeure in writing or by email to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to cure the Force Majeure and resume performance at the earliest practicable time, shall be suspended during the continuance of the Force Majeure, but for no longer extended by the period of time during which either party was unable to perform its obligations hereunder as a result of the occurrence of a Force Majeure.

7.11 Approvals; Authority

An approval by the Director, or by any other instrumentality of the CITY, of any part of WCA's performance shall not be construed to waive compliance with this Contract or to establish a standard of performance other than required by this Contract or by law. No party is authorized to vary the terms of this Contract.

7.10 Remedies Cumulative

The rights and remedies contained in this Contract shall not be exclusive but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law or in equity; provided, however, that none of the parties shall terminate this Contract except in accordance with the provisions hereof.

7.11 Representations

A) WCA represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the services required to be performed under this Contract. WCA represents that it has experience in performing all of the services to be performed hereunder; and these services shall be of the highest professional quality.

B) The CITY and WCA represent that each is duly authorized and empowered to enter into this Contract and to carry out its obligations hereunder. By proper action, WCA and the CITY have duly authorized the execution, delivery and performance by this Contract.

7.12 Captions

The captions at the beginning of the Articles of this Contract are guides and labels to assist in location and reading such Articles and, thereto, will be given no effect in construing this Contract and shall not be restrictive of or be used to interpret the subject matter of any article, section or part of this Contract.

7.13 Personnel of WCA

WCA shall replace any personnel assigned to provide services under this Contract which are deemed unsuitable by the Director or Contract Administrator. However, such determination by the CITY shall in no way alter WCA's independent contractor status.

7.14 Entire Agreement

This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

7.15 Amendment

This Contract may be modified or amended by written agreement signed by all parties hereto.

7.16 Exclusive Contract

During the term hereof, WCA shall have the sole and exclusive franchise, license and privilege to provide the services described in this Contract within the bounds of the Contract service area during the term hereof.

Witnesseth:

WCA

ISI WATER COMPANY

By: _____
Steven Hooper

Title: General Manager

Date: May 19, 2026

CITY

CITY OF FRIENDSWOOD

By: _____
Morad Kabiri

Title: City Manager

Date: _____

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/22/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Cooperative Purchasing Agreement with the City of Euless.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City desires to enter into a cooperative purchasing agreement with the City of Euless ("Euless") in order to utilize Euless's agreement for ambulance billing services with Emergicon, LLC. By entering into the proposed agreement, both parties will be able to take advantage of bids for various goods and services received by the other party -- not just the agreement for ambulance billing services.

Euless 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/proposals.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. COOPERATIVE PURCHASING AGREEMENT

COOPERATIVE PURCHASING AGREEMENT

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Cooperative Purchasing Agreement ("Agreement") is made and entered into as of the date written below between the City of Euless ("Euless") and the City of Friendswood ("Friendswood").

WHEREAS, both Euless and Friendswood have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, Euless and Friendswood are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs;

NOW, THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, Euless and Friendswood agree as follows:

Section 1. The purpose of this Agreement is to provide Euless and Friendswood with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

Section 2. The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative").

Section 3. At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Section 4. Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including, but not limited to, those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all costs of enforcement.

Section 5. Neither Euless nor Friendswood shall assume any responsibility or liability to pay for materials purchased or services performed for the benefit of the other party. All

payments required to be made pursuant to any contract entered into with a vendor pursuant to this Agreement shall be made from current, available revenues. In obtaining services of a vendor under this Agreement, each party acknowledges that it has or will rely solely on its own inspections, investigations, research, and due diligence regarding the materials or services desired and not on any representations or warranties of the other party hereto.

Section 6. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

Section 7. This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty (30) days' written notice to the other party.

Section 8. The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 9. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas, or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

Section 10. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 11. Execution of this Agreement does not obligate Euless or Friendswood to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

Section 12. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 13. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

Section 14. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

EXECUTED this _____ day of _____, 2026.

CITY OF EULESS
201 N. Ector Drive
Euless, TX 76039

_____
CHRIS D. BARKER, City Manager

ATTEST**:**

_____
KIM SUTTER, City Secretary/
Chief Governance Officer

APPROVED AS TO FORM:

_____
WAYNE K. OLSON, City Attorney

_____
Date

CITY OF FRIENDSWOOD
910 S. Friendswood Dr.
Friendswood, TX 77546

_____
MORAD KABIRI, City Manager

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

_____
Date

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/22/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Agreement for Specialized Professional Ambulance Billing Services with Emergicon, LLC, through a Cooperative Purchasing agreement with the City of Euless.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On July 22, 2021, the City of Friendswood entered into an agreement with Emergicon, LLC, for specialized professional ambulance billing services. This agreement will expire on July 21, 2026. The City desires to continue to utilize the services of Emergicon through a Cooperative Purchasing agreement with the City of Euless. This item authorizes such agreement on much of the same terms and conditions as the previous agreement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Service Agreement_Interlocal_2026_Friendswood2026.26.22_Emergiconsigned
2. 2026 BAA - City of Friendswood_05.26.26_EmergiconSigned

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement for Specialized Professional Ambulance Billing Services (this "Agreement") is entered into this 26th day of May, 2026, by and between Emergicon, LLC, a Texas limited liability corporation, and The City of Friendswood, a Texas municipality, ("Client").

RECITALS

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal agreements between and among local governments; and

WHEREAS, Emergicon has a contract with City of Euless awarded under Request for Proposals Request for Proposal NO. 003-25.

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that this appointment is exclusive and that Client will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, nor will Client bill for any transport without first giving notice to Emergicon of its intent to do so. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, "Required Documentation" shall consist of prehospital patient care reports (PCRs) (also referred to as "trip sheets" or "run reports"), medical necessity certification statements (PCSs or CMNs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as "assignment of benefits forms" or "signature forms"), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals.

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash

received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law. Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept. Any credit card processing fee shall be the responsibility of Client, unless offset by a fee to the patient.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies, and that they do so in a timely manner. If Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(e).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.

c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;

d. Accept reassignment of any benefits payable to Client;

e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;

f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, basis for ALS dispatch, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not able to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client. Failure of Client to give the notice required by this section may result in Client having to refund paid claims; Client agrees and understands that any such refund will be the sole responsibility of Client and that any fee due from Client to Emergicon for the billing of such claims will remain due and payable to Emergicon regardless of Client's repayment obligation.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, Client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS or CMN form on all trips where required by law and provide copies of all PCS or CMN forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for

Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person or position, or official designee, authorized to represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMSIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this Agreement and any incurable breach or inaccuracy of any of the representations or warranties made by Client in this Agreement or in performing its responsibilities under this Agreement.

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client's responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon ("Client-Provided Records"). Emergicon does not act as Client's records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those

deemed by Emergicon to be routine attorney requests, Emergicon may forward such requests to Client for disposition. Emergicon may set a reasonable fee for such service and collect said fee for the services set forth in this paragraph. Any such fee will be the obligation of the patient or the party requesting on their behalf, and Client will not be responsible for any failure of a patient or party to pay said fee.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Documents defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client or the third party in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary,

Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after a 90-day close-out period following the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge Client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice and a 90 day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.

iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its Specialized Professional

Services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10(a), below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d), above. After notice of termination is given, all Emergicon invoices are due and payable by Client within thirty (30) days of same. In the event that Client does not remit payment on any such invoice within thirty (30) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d), above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Unified Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name Client. Client authorizes Emergicon to endorse, deposit, and otherwise negotiate items as the Client's representative and forward monthly to Client or deposit into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to six percent (6.00%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of $38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another contractor or by Client's own collections team, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client instructs Emergicon to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account from such initial day Emergicon initiates such efforts.

e. If Client instructs Emergicon to place accounts with a third party

collection agency beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account from such initial day Emergicon initiates such efforts.

f. If Client is disenrolled or inactive as a Medicare or Medicaid provider prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee of $1,500 for Medicare and $500 for Medicaid, plus any fees assessed by the Centers for Medicare & Medicaid Services.

g. If Client switches the bank account to which Emergicon has been instructed to deposit collections, Client shall pay Emergicon a one-time fee of $1,500 to be payable in connection with the next subsequent invoice submitted by Emergicon.

h. Emergicon will retain any commissions owed net cash receipts collected for a given month received directly by Emergicon. Any invoices submitted to Client by Emergicon are subject to net 30 terms from the date invoiced for any balance owed on accounts. Emergicon reserves the right to add simple interest at an annual rate of 18%, compounded daily, on all where Emergicon has not received payment within (30) days of the invoice date.

i. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

j. Client agrees to reimburse $35 for any checks returned for insufficient funds as a result of this Agreement.

k. Emergicon agrees to notify Client sixty (60) days in advance of any price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees including but not limited to incomplete or inaccurate patient care reports, improperly completed PCS forms, or other documentation issues that make it impossible for Emergicon to properly code and bill claims.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant,

contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than $4,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

e. Where any provision of this Agreement obligates either party to defend, indemnify, hold harmless, and/or reimburse the other party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

f. It is expressly agreed and understood by both parties that certain repayment or refund demands may be made by insurance payers that are not the result of negligence on the part of either party and therefore are not subject to indemnity as set forth in the paragraph 11. Specifically, there may be claims that are audited or reviewed and later determined not to be medically necessary, not to justify the level of care provided and/or billed, or otherwise denied or down-coded to a lower level of service. In this situation, the parties will work together to respond to and appeal such denials, and if determined that repayment is in fact due after the exhaustion of such available appeals, the parties will pay their pro-rata share of refund based on the % fee set forth in paragraph 10.a. above.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly

represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

f. In order to perform the Specialized Professional Services under this Agreement, Emergicon agrees to execute a Business Associate Agreement, in the form attached hereto as Exhibit A, to safeguard protected healthcare information that is created, received, maintained or transmitted pursuant to this Agreement.

14. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care

programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: http://exclusions.oig.hhs.gov.

15. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

16. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

17. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

18. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

Emergicon:	The City of Friendswood:
Emergicon, LLC.	City of Friendswood
PO Box 180446	910 S Friendswood Dr
Dallas, TX 75218	Friendswood, TX 77546-4856
Phone: 972-602-2060	Phone : 281-996-3335
Fax:469-602-5542	

19. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, provide billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to Emergicon equivalent to two times the annual average of fees during the term of this Agreement as paid to Emergicon for these services. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

20. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving [Galveston County, Texas]. Emergicon and Client expressly agrees to personal jurisdiction and venue in any such court.

21. Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings, written or oral agreements between the parties with respect to this subject matter.

22. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

23. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

24. Amendments. This Agreement may be amended only by the mutual written agreement of the parties.

25. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

26. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

27. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

28. Conflicts of Interests. Special Assessor represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

a) Texas Government Code Verifications. Emergicon verifies and certifies that is does not and during of this Agreement wil not: Do business with Iran, Sudan, or a foreign organization, as defined in Texas Government Code Chapter 2270, as amended;
b) Boycott Istale as that term is defined in Texas Government Code Section 808.001 can Chapter 2271, as amended;
c) Discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
d) Operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
e) Boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

29. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, public health emergencies, or through acts of God.

30. Regulatory Changes. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

31. Independent Contractor Relationship. The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGICON, LLC. City of Friendswood

By:  5/26/26

Signature Date

Christopher Turner
Print Name

Founder and CEO
Title

By:

Signature Date

Print Name

Title

Business Associate Agreement Between
City of Friendswood
and Emergicon, LLC

This Business Associate Agreement ("Agreement") between Department and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Department in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq*., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e- PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to Department any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Department without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;

5. Make PHI in a designated record set available to Department and to an individual who has a right of access in a manner that satisfies Department's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by Department, or take other measures necessary to satisfy Department's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to Department or an individual who has a right to an accounting within 60 days and as necessary to satisfy Department's obligations under 45 CFR §164.528;

8. To the extent that Emergicon, LLC is to carry out any of Department's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to Department when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of Department, available to the Secretary of the of Health and Human Services for purposes of determining Emergicon, LLC and Department's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if Department notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that Department has agreed to or is required to abide by under 45 CFR §164.522; and

11. If Department is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon, LLC agrees to assist Department in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Department's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Department agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Department of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Department of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of Department include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Department to its patients;

2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Department to its patients or to appeal denials of payment for the same; and

4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of Department.

D. Termination

1. Department may terminate this Agreement if Department determines that Emergicon, LLC has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to Department or destroy all PHI received from Department, or created, maintained, or received by Emergicon, LLC on behalf of Department that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 26th day of May, 2026

Emergicon, L.L.C.	City of Friendswood, TX
Signature:	Signature:

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/18/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Memorandum of Understanding with the Galveston County Health District in the event of a Strategic National Stockpile deployment.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In 2015, the City entered into a Memorandum of Understanding with the Galveston County Health District in the event of a Strategic National Stockpile deployment during a public health emergency. This proposed agreement is similar to the 2015 agreement and updates the notice provision.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. City of Friendswood_MOA_05.15.26

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/20/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Policy Accreditation Services Agreement with John J. Silva for consulting services related to the Friendswood Police Department's recognition as a Texas Best Practice Law Enforcement Agency.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City and law enforcement consultant John J. Silva entered into a Policy Accreditation Services Agreement on April 25, 2024, (the "Agreement") for professional consulting services in order for the Friendswood Police Department (the "Department") to be recognized as a Texas Best Practice Law Enforcement Agency. This agreement allows the Department to continue the services of Mr. John Silva, to finalize the comprehensive review of all policies and manage the implementation process in-house.

This item allows Council to approve the continuation of Mr. Silva's services by authorizing the Policy Accreditation Services Agreement in an amount not to exceed $50,000.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. POLICY ACCREDITATION SERVICES AGREEMENT 20260001

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/07/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the First Amendment to the Professional Services Agreement for the City of Friendswood Comprehensive Master Drainage Plan Project with Halff Associates, Inc.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On January 6, 2025, the City Council approved a Professional Services Agreement (the "Agreement") with Halff Associates, Inc. ("Halff") for the Friendswood Comprehensive Master Drainage Plan Project (the "Project"), which is expected to be completed in June 2026. Halff has requested that its fees as well as the fees of its subconsultants contained in the Agreement be reallocated to reflect the actual work distribution on the Project. There is no change in the total cost of the Project. This proposed First Amendment reallocates the fees as follows:

Task Description	Cost Not To Exceed
Task 1: Community Outreach	~~$ 148,105~~ $141,105
Task 2. Study Coordination and Project Management	~~$ 134,040~~ $130,040
Task 3. Data Collection	~~$ 128,653~~ $113,688
Task 4. Model Development	~~$ 380,705~~ $367,947
Task 5. Alternative Development	~~$ 360,494~~ $433,211
Task 6. Drainage Criteria Update	~~$ 90,854~~ $56,860
Task 7. Flood Risk Web Map	$ 21,840
Task 8. Study Documentation	$ 83,757
Total Project Cost Not To Exceed	**$1,348,448**

Task Description	Professional's Cost Not to Exceed (NTE)	Subconsultant Garver (Lump Sum)	Subconsultant Torres (Lump Sum)	Subconsultant Hollaway (Lump Sum)	Total Combined NTE
Task 1: Community Outreach	$36,840.00 $29,840.00	$0.00	$0.00	$111,265.00	~~$148,105.00~~ $141,105.00
Task 2. Study Coordination and Project Management	$100,640.00	~~$21,912.00~~ $17,912.00	$11,488.00	$0.00	~~$134,040.00~~ $130,040.00
Task 3. Data Collection	~~$120,320.00~~ $108,320.00	~~$8,333.00~~ $5,368.00	$0.00	$0.00	~~$128,653.00~~ $113,688.00
Task 4. Model Development	$250,840.00	~~$75,401.00~~ $75,143.00	$0.00	$0.00	~~$380,705.00~~ $367,947.00
Task 5. Alternative Development	~~$225,300.00~~ $347,294.00	~~$112,722.00~~ $63,445.00	~~$54,464.00~~ $41,964.00	$0.00	~~$360,494.00~~ $433,211.00
Task 6. Drainage Criteria Update	~~$70,360.00~~ $56,860.00	~~$20,494.00~~ $0.00	$22,472.00	$0.00	~~$90,854.00~~ $56,860.00
Task 7. Flood Risk Web Map	$21,840.00	$0.00	$0.00	$0.00	$21,840.00
Task 8. Study Documentation	~~$65,120.00~~ $67,120.00	~~$8,275.00~~ $6,275.00	$10,362.00	$0.00	$83,757.00
Total Project Cost Not To Exceed	~~$891,260.00~~ $982,754.00	~~$247,137.00~~ $168,143.00	~~$98,786.00~~ $86,286.00	**$111,265.00**	**$1,348,448.00**

Our grant administrator has visited with a representative of the Texas Water Development Board who indicated that this proposed amendment should not be an issue under the grant.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. Certificate of Insurance - Halff Associates
2. Government Code Verification Form - Halff
3. First Amendment - Reprogramming Funds
4. Form 1295 - Halff Associates

FIRST AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This First Amendment ("First Amendment") to the Professional Services Agreement between the City of Friendswood (the "City") and Halff Associates, Inc., a Texas corporation (the "Professional"), is made by and between the same parties on the date hereinafter last specified for engineering services associated with the City of Friendswood Comprehensive Master Drainage Plan Project (the "Project").

W I T N E S S E T H:

WHEREAS, the City and the Professional entered into a Professional Services Agreement for the Project, dated January 7, 2025, for engineering services related to the Project for ONE MILLION THREE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/100 DOLLARS ($1,348,448.00), inclusive of reimbursable expenses (the "Agreement"); and

WHEREAS, the Professional desires to amend the Agreement to reallocate the fees in order to reflect the actual work distribution on the Project; and

WHEREAS, such reallocation does not alter the total cost of the Project; and

WHEREAS, the City's grant consultant has presented this reallocation to the Texas Department of Emergency Management and received approval from it to process this reallocation of grant funds under the Federal Emergency Management Agency's Hazard Mitigation Grant Program – Disaster Recovery Program;

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. Amendment.
Exhibit D "Compensation" of the Agreement is hereby amended to read as follows:

EXHIBIT "D"
COMPENSATION

Basic Services

Services required under this Agreement, including all reimbursable expenses, shall be provided at a cost not to exceed ONE MILLION THREE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/100 DOLLARS ($1,348,448.00). Fees will be calculated upon a time and materials basis using the fee schedule below and shall not exceed the following for any particular task:

Task Description	Cost Not To Exceed
Task 1: Community Outreach	$141,105.00
Task 2. Study Coordination and Project Management	$130,040.00
Task 3. Data Collection	$113,688.00
Task 4. Model Development	$367,947.00
Task 5. Alternative Development	$433,211.00
Task 6. Drainage Criteria Update	$56,860.00
Task 7. Flood Risk Web Map	$21,840.00
Task 8. Study Documentation	$83,757.00
Total Project Cost Not To Exceed	**$1,348,448.00**

Task Description	Professional's Cost Not to Exceed (NTE)	Subconsultant Garver (Lump Sum)	Subconsultant Torres (Lump Sum)	Subconsultant Hollaway (Lump Sum)	Total Combined NTE
Task 1: Community Outreach	$29,840.00	$0.00	$0.00	$111,265.00	$141,105.00
Task 2. Study Coordination and Project Management	$100,640.00	$17,912.00	$11,488.00	$0.00	$130,040.00
Task 3. Data Collection	$108,320.00	$5,368.00	$0.00	$0.00	$113,688.00
Task 4. Model Development	$250,840.00	$75,143.00	$41,964.00	$0.00	$367,947.00
Task 5. Alternative Development	$347,294.00	$63,445.00	$22,472.00	$0.00	$433,211.00
Task 6. Drainage Criteria Update	$56,860.00	$0.00	$0.00	$0.00	$56,860.00
Task 7. Flood Risk Web Map	$21,840.00	$0.00	$0.00	$0.00	$21,840.00
Task 8. Study Documentation	$67,120.00	$6,275.00	$10,362.00	$0.00	$83,757.00
Total Project Cost Not To Exceed	**$982,754.00**	**$168,143.00**	**$86,286.00**	**$111,265.00**	**$1,348,448.00**

Professional's Hourly Rate Schedule

Title	Hourly Rate
Project Principal	$330.00
Project Manager	$260.00
Senior Engineer	$200.00
Graduate Engineer	$150.00
GIS Assistant	$120.00
Administrative Assistant	$85.00
Senior GIS Analyst	$170.00
2-Person Survey Crew	$150.00

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, City does not consent to litigation or suit, and 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 governmental immunity.

IN WITNESS WHEREOF, the parties hereto have executed this First 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 _____, 2026, the date of execution by the City Manager.

City:
CITY OF FRIENDSWOOD, TEXAS

_____
MORAD KABIRI, City Manager

DATE: _____

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

Engineer:
HALFF ASSOCIATES, INC

BY: 
(Signature)

Craig T. Maske, P.E., CFM
(Printed Name)

Vice President
(Title)

DATE: May 19, 2026

ATTEST:


(OFFICER OR SECRETARY)

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 12/16/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the purchase of two generators from Waukesha-Pearce Industries through BuyBoard Contract No. 757-24.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the purchase of the following power generators from Waukesha-Pearce Industries through BuyBoard Contract No. 757-24:

Location	Description	Cost
PSB	Generac SD0500 500kW Diesel Genset with 2002 Gal Tank (108 Hours at 50% Load)	$141,847.00
	Installation	$264,832.00
	Bonds	$6,507.00
	Total	**$413,186.00**
City Hall	Generac SG0150 150sW Natural Gas Genset Generac 400 Non-SER Automatic Transfer Switch 400 amp Docking Station	$68,820.00
	Installation	$58,086.00
	Bonds	$2030.00
	Total	**$128,936.00**

The generators will be funded with loan proceeds and capital maintenance undesignated fund balance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Supplemental Agreement
2. 080825-002TLR2 City Hall 04092026
3. 080825-001TLR2 PSB Genset 04092026
4. Pearce Industries Inc dba WPI LLC-Waukesha-Pearce Industries
5. Proposal-No-757-24
6. Form 1295 Certificate 101544285

SUPPLEMENTAL
AGREEMENT BETWEEN
CITY AND CONTRACTOR
FOR THE CITY HALL AND PUBLIC SAFETY BUILDING GENERATORS PROJECT
TO BUYBOARD CONTRACT NO. 757-24

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Supplemental Agreement to BuyBoard Contract No. 757-24 (collectively the "Agreement") is entered into by and between the City of Friendswood (the "City") and Waukesha-Pearce Industries, LLC, a Texas limited liability company (the "Contractor") for the purchase and installation of a generator for Friendswood City Hall, located at 910 S Friendswood Dr., Friendswood, TX 77546, and the purchase and installation of a generator for the Friendswood Public Safety Building, located at 1600 Whitaker Dr., Friendswood, TX 77546.

1. **SCOPE OF WORK**. The Contractor shall supply and install the generators described in Section 2 hereof (the "Project"). This scope of work includes all materials, equipment, freight, delivery, installation, labor, supervision, travel, mileage, dumpster, load testing, permits, haul-off, disposal, and cleanup necessary to complete the Project.

2. **PROJECT COST**. The Contractor shall perform the scope of work for a contract price of FIVE HUNDRED FORTY-TWO THOUSAND ONE HUNDRED TWENTY-TWO AND NO/100 DOLLARS ($542,122.00), (the "Contract Price") as detailed below:

Description	Cost
Public Safety Building Generator (Quote No. 080825-001TLR2)	
Equipment: Generac SD0500 500kW Diesel Genset with 2002 Gal Tank (108Hrs at 50% Load), with Vent Extensions (Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 15.2L engine), consisting of the following features and accessories: ➢ Stationary Emergency-Standby rated ➢ 500kW Rating, wired for 277/480 VAC three phase, 60Hz ➢ Permanent Magnet Excitation ➢ UL2200 ➢ EPA Certified ➢ Standard Weather Protective Enclosure, Steel o Industrial Grey Baked-On Powder Coat Finish ➢ 36" 2002 Gallon Double-Wall UL142 Basetank o External fill and vent o Mechanical fuel level indicator gauge o Electronic fuel level sender ➢ Power Zone Digital Control Panel for Single or MPS Generators o Meets NFPA 99 and 110 requirements o Temp Range -40 to 70 degrees C o Humidity 2 – 95% (Non Condensing) o UL6200 o C-ETL-US o CE o FCC o IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity) o 7" Resistive Color Touchscreen ▪ Built-in Webserver ▪ IP65 (front) ▪ Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch o Dual Core Digital Microprocessor ▪ RS485, Ethernet and CANbus ports	$141,847.00

Description	Cost
○ Engine Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor ▪ Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic ▪ Programmable I/O ▪ Built-in PLC for special applications ○ Engine function monitoring and control: ▪ Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch ▪ Isochronous Governor • 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable ▪ 3 Phase RMS Voltage Sensing • +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection ○ Service reminders, trending, fault history (alarm log) ○ I2T function for full generator protection ○ Selectable low-speed exercise ○ 2 and 3-wire start controls for any industrial grade transfer switch ➢ EPA Certified ➢ 21 Light Annunciator - Surface ➢ Remote Emergency Stop Switch, Surface-mount, shipped loose ➢ Primary MLCB, 80% rated thermal-magnetic ○ 800 amp ○ Auxiliary Contacts, 1 Set ➢ Coolant Heater, 2500W, 240VAC ➢ 120V GFCI and 240V Outlet ➢ Alternator Strip Heater ➢ Industrial Connectivity Gateway Device ➢ Critical Grade Silencer ➢ Three Owner's manuals ➢ 1 Hour factory load testing at reactive (0.8) power factor ➢ Battery Charger, 10 Amp, NFPA 110 compliant, installed ➢ 225 AH, 1155 CCA Group 8D Batteries, with rack, installed ➢ Standard 2-Year Limited Warranty ➢ SD0500KG22152D18PPYY2 ➢ SEQ: Tank Vent Extensions ➢ 1-Year OmniMetrix with Installation Lead Time: 3-4 Weeks	
Installation ➢ Demo (1) existing 500kw Diesel Generator. (Haul off Generator) ➢ Install (1) Generac 500kW 277/480V 3PH Diesel Generator with the following options: ○ 15.2 Liter Engine ○ (1) 800A MLCB ○ (1) 21 light RAP ○ (1) Estop Pushbutton ○ 36“ 2002 Gallon Tank ○ Standard Weather Enclosure ➢ Existing ATS to remain in place. ➢ Remove existing 300mcm feeder wiring and install new wiring with the proper size and amperage. ➢ Modify 800amp docking switch feeder wiring to tie-into newly installed generator. ➢ Backup generator outage is estimated to be 15 business days. Utility power will remain energized during this time. (Temporary generator not included) ➢ Sawcut and relocation of existing raceways to new generator stub up locations. Pour back concrete. ➢ Demolish and reinstall new underground feeders from existing generator docking station to new 500kW (Includes sawcut of existing concrete and patch back). ➢ Extend generator exhaust piping past existing covered area towards parking lot. ➢ Extend genset tank vents through awning.	$264,832.00

Description	Cost
➢ Provide rigging service to remove existing generator and haul off site. ➢ Install battery charger and block heater circuits to generator. ➢ Install controls for new Generator. ➢ Furnish and install E-Stop push button. ➢ Furnish and install 21 light remote new annunciator panel. ➢ Terminate all feeders and applicable control wires. ➢ Make all final connections for operational system. ➢ Return work area and site to meet or exceed prior conditions.	
Payment and Performance Bonds	$6,507.00
City Hall Generator (Quote No. 080825-002TLR2)	
Equipment: ➢ Generac SG0150 150kW Natural Gas Genset (Generac Industrial gaseous 9.0L V-8 engine-driven generator), consisting of the following features and accessories: o Stationary Emergency-Standby rated o 150 kW Rating, wired for 277/480 VAC three phase, 60 Hz o Permanent Magnet Excitation o Natural Gas fuel system (7-11") o Standard Weather Protective Enclosure, Steel ▪ Industrial Grey Baked-On Powder Coat Finish o UL2200 o EPA Non-Emergency o H-100 Control Panel ▪ Meets NFPA 99 and 110 requirements ▪ Temp Range -40 to 70 degrees C ▪ Digital Microprocessor: • Two 4-line x 20 displays, full system status • 3 Phase sensing, +/-0.25% digital voltage regulation • RS232, RS485 and Canbus remote ports • Waterproof connections • All engine sensors are 4-20ma for minimal interference • Programmable I/O • Built-in PLC for special applications ▪ Engine function monitoring and control: • Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch • Isochronous Governor, +/-0.25% frequency regulation • Full system status on all AC output and engine function parameters • Service reminders, trending, fault history (alarm log) • I2T function for full generator protection • Selectable low-speed exercise ▪ 2-wire start controls for any 2-wire transfer switch o 110 AH, 925 CCA Group 31 Battery, with rack, installed o Coolant Heater, 1500W, 120VAC o 1 Hour factory load test at reactive (0.8) power factor o Battery Charger, 10 Amp, NFPA 110 compliant, installed o Std set of 3 Manuals o 120V GFCI and 240V Outlet o Alternator Strip Heater o Extreme Cold Weather Kit - Heated Crankcase Breather System o Flex Fuel Line o Primary MLCB, 80% rated thermal-magnetic o 225 Amp o Standard 2-Year Limited Warranty o SG0150KG269.0S18HPYYG ➢ Generac 400A Non-SER ATS with the following features and accessories: o 400 Amp, 3 pole, 277/480 VAC three phase, no neutral, 60 Hz, with 2 or 3-Wire Start Circuit ▪ Utility Voltage Sensing Controls: • Adjustable Drop-out and Pick-up • Adjustable Utility Interrupt Delay ▪ Adjustable Logic Controls: • Minimum Standby Voltage	$68,820.00

Description	Cost
• Minimum Standby Frequency • Engine Warmup • Return to Utility • Engine Cooldown • Transfer on Exercise o 3 Owner's Manuals o Double Set of Form C Aux Cont o IBC Seismic Certified o Any Breaker (3 Cycle) o Withstand and Close-On Rating - 200kA Fuse Rating o Withstand and Close-On Rating - 35kA Any Breaker o Withstand and Close-On Rating - 65kA Specific Breaker o Enclosure Heater o CSA - C22.2 No.178 o UL Listed 1008 by ETL o Controller Cover, Padlockable, Black o NEMA 3R Enclosure o Non Service Entrance Rated o In Phase Only Transfer o Standard two year basic warranty o TX611NN0400S3CH ➢ PowerTemp 400A Docking Station o Spec Grade Wall Mount o Dual Purpose with TKA and SLL o 400A o 480/277V o Cam, Male and Female (Dual Purpose) o Aluminum Enclosure o Trapped Key Door Interlock ➢ 1-Year OmniMetrix with Installation Lead Time: generator - in stock; docking station – 24 weeks	
Installation ➢ Install (1) Generac 150kW 480V 3Ph Natural Gas Generator with the following options: o (1) 225A MLCB o Standard Weather Enclosure ➢ Install (1) Generac 400A 480V 3PH Automatic Transfer Switch with the following options: o TX Series o NEMA 3R Enclosure ➢ Install (1) 400A Docking Staton ➢ Modify existing generator wiring and line side feeder wiring. ➢ Power shutdown estimated to be 8hrs to install new 400A Automatic Transfer Switch. ➢ Modify existing gas piping per Generac guidelines for new generator. ➢ Pour additional 4" of concrete to existing housekeeping pad to increase elevation. ➢ Install new control wiring for new Generator. ➢ Replace or reuse 2 battery charger & block heater circuits from to generator as needed. ➢ Terminate all feeders and applicable control wires. ➢ Make all final connections for operational system. ➢ Return work area and site to meet or exceed prior conditions.	$58,086.00
Payment and Performance Bonds	$2,030.00
TOTAL CONTRACT PRICE	$542,122.00

3. **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. Supplemental Agreement,
b. BuyBoard Contract # 757-24,
c. Plans and Specifications approved by the City,
d. Payment and Performance Bonds, and
e. Contractor's Quote Nos. 080825-002TLR1 and 080825-002TLR2 dated April 6, 2026.

(collectively the "Contract Documents").

No amendments to the Contract Documents 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. Plans and specifications must be returned to the City on upon written request at the completion of the work.

4. **CITY'S REPRESENTATIVE**. The Project shall be administered by the City's Director of Parks and Recreation or his designee (the "City's Representative").

5. **COMMENCEMENT AND COMPLETION OF WORK**. Once the bonds 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 Contractor shall order any equipment which is not in stock as soon as possible but no later than ten (10) calendar days from the date of this Agreement. The work, exclusive of any lead time noted in Section 2 hereinabove, will be complete within sixteen (16) calendar days (including weekends and holidays) from the commencement of the installation (the "Agreement Time"). Contractor shall prosecute the work with due diligence in accordance with the schedule set forth in the Contract Documents. At final completion of the work, a certificate of final completion shall be issued by the City's Representative.

6. **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 the work. The Contractor shall not have the right to obligate the City to make any payments to another party.
   b. 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 bond. 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.
   c. Payment by City to Contractor is due within thirty (30) days from the date of receipt of Contractor's invoice or receipt of service, whichever is later.

7. **PAYMENT PROCEDURES**. The Contractor shall submit Application for Payment and supporting documentation upon completion of the Project by the Contractor and acceptance of the Project f 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. The City shall provide Contractor with sales and use tax exemption documentation.

8. **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.

9. **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 workday, must be made in writing and approved by the City.

10. **CONTRACTOR'S REPRESENTATIONS**. In order to induce the City to enter into this Agreement, 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 Agreement 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 Agreement 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. If City's specifications are attached to, incorporated in, or referenced by any invitation to quote or proposal, Contractor shall use commercially reasonable efforts to review such specifications and prepare its quotation or proposal based on Contractor's interpretation thereof. Contractor's quotation or proposal shall expressly identify the scope of supply and reflect Contractor's interpretation of City's requirements. City shall be solely responsible for reviewing Contractor's quotation or proposal and for notifying Contractor, in writing, of any discrepancies, omissions, or conflicts between City's specifications and Contractor's quotation or proposal prior to acceptance. Contractor's quotation or proposal constitutes the entirety of Contractor's offer, and only those items, procedures, scope, and content expressly stated therein shall be included. Except as expressly set forth in the quotation or proposal, Contractor makes no representation or warranty that the Goods will conform to City's specifications.

11. **RELEASE**. Except to the extent permitted by Section 271.152 of the Texas Local Government Code and in connection with litigation seeking payment, Contractor covenants and agrees that it shall not commence, prosecute, or maintain any claim, lawsuit, administrative proceeding, or other action against City, its officers, employees, agents, or representatives arising out of or relating to this Agreement, the Work, or the performance or nonperformance of either party under this Agreement. Contractor knowingly and voluntarily waives any right to recover damages, costs, attorneys' fees, or other relief from City and releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action except to the extent set forth in Section 271.152 of the Texas Local Government Code.

12. **INDEMNITY AGREEMENT**.

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "CITY GROUP") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY (EXCLUDING PRODUCT LIABILITY CLAIMS AND PRODUCT WARRANTY CLAIMS), INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY "CLAIMS"), RELATING TO, OR IN CONNECTION WITH, BODILY INJURY, SICKNESS, DISEASES, OR DEATH, OR DAMAGE OR DESTRUCTION OF TANGIBLE PROPERTY OR LOSS OF USE RESULTING THEREFROM, TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "CONTRACTOR GROUP"), IN CONTRACTOR'S ACTIONS

PURSUANT TO THIS AGREEMENT. HOWEVER, THE FOREGOING OBLIGATIONS OF CONTRACTOR TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY GROUP SHALL NOT APPLY TO THE EXTENT THAT ANY SUCH CLAIMS ARE CAUSED BY, RESULT FROM, OR ARISE OUT OF OR FROM ANY KIND OF NEGLIGENCE, FAULT OR WILLFUL MISCONDUCT OF CITY GROUP.

WITH REGARD TO THE CLAIMS OF THIRD PARTIES FOR INJURY TO, ILLNESS OR DEATH OF ANY PERSON OR LOSS OF OR DAMAGE TO ANY THIRD-PARTY PROPERTY, ARISING OUT OF OR RESULTING OR RELATED TO THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY GROUP TO THE EXTENT OF CONTRACTOR PORTION OF NEGLIGENCE OR LIABILITY.

NEITHER PARTY ACCEPTS ANY AND ALL PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFIT, LOSS OF USE, OR COMMERCIAL LOSS, REGARDLESS OF THE CAUSE OR LEGAL THEORY OF RECOVERY, INCLUDING ANY KIND OF NEGLIGENCE OR WILLFUL MISCONDUCT.

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

a. **Coverages Required.** Contractor shall include the City as additional insureds to the extent of Contractor's indemnity obligation assumed hereunder. 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 coverage amounts required in this Agreement:

(1) Commercial General Liability
- General Aggregate: $2,000,000
- Products & Completed Operations Aggregate: $2,000,000
- Per Occurrence: $1,000,000Waiver of Subrogation required
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

(2) Automobile Policy
- Combined Single Limit: $1,000,000
- Coverage for Contractor's owned, non-owned or hired vehicles
- Waiver of Subrogation required.

(3) Workers' Compensation
- Statutory Limits
- Employer's Liability $100,000
- 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 equivalent.

(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. 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.

(4) The City, its officers, agents and employees are to be added as Additional Insureds to the extent of Contractor's indemnity obligation assumed hereunder to all liability policies, with the exception of the Workers' Compensation Policy required herein.

(5) Upon request and without cost to the City, certified copies of certificates of insurance shall be furnished to the City.

(6) 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 certificate of insurance required hereunder to the City on or before the Effective Date of this Agreement.

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.

c. **Excusable Delays**. Neither Party shall be liable for damages for delay in performance of the work to the extent arising out of causes beyond its control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, war, acts of terrorism, fires, floods, hurricanes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, causes beyond the reasonable control of Contractor without the fault or negligence of Contractor. Contractor will notify the City in writing promptly, but in no event more than ten (10) calendar days after the beginning of any cause for an excusable delay, or such cause shall be deemed waived.

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 written 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 suspension of the work of the Contractor or any subcontractor wholly or partially stopped immediately under any 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 Agreement;

b. the work may be ordered stopped immediately until any objectionable person or material is removed from the premises; or

c. the work may be ordered stopped immediately if any portion of the work is being performed so as to create a hazardous condition.

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

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 Agreement. The City or the City's Representative may reject said work or any portion thereof regardless of the stage of its completion or time or place of discovery of such errors. Further, the City or the City's Representative may reject said work regardless of whether the City or the City's Representative has previously accepted the work through oversight or otherwise. Neither observations by the City or the City's Representative nor inspections, tests, certificates or approvals made by the City or the City's Representative, or persons authorized under this Agreement to make such inspections, tests, certificates or approvals, shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents. In the event that any work or any part thereof is rejected by the City or the City's Representative, the Contractor shall, at no expense to the City, after receipt of written notice thereof from the City or the City's Representative, to repair or replacement the equipment or otherwise remedy the rejected work so that it shall be in full compliance with this Agreement and the other Contract Documents, as follows:

a. Contractor shall commence remedy of the rejected work fourteen (14) calendar days after receipt of written notice from the City or the City's Representative. The Contractor shall, replace or repair all rejected work or materials so as to conform with this Agreement at no expense to the City.

b. Failure of Contractor to remedy in accordance with this Agreement, Contractor's payment may be withheld by the City until Contractor has satisfactory remedied the work.

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

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

20. **DEFECTIVE WORK DISCOVERED DURING LIMITED WARRANTY PERIOD**.

a. After receipt of written notice from the City to begin corrective work, the Contractor shall within fourteen (14) days begin the corrective work. This obligation shall survive the termination of this Agreement.

b. If within fourteen (14) calendar days after the City has in writing 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 to order the correction to be done by a third party. The cost of defect correction shall be paid by the Contractor. However, in no event shall Contractor's obligation to reimburse such costs exceed the actual cost required to correct the specific defective component, as evidenced by written receipts and reasonable supporting documentation.

c. Contractor will supply materials, parts, labor, supervision, special instruments, and supplies required for replacement or repair of parts and for correction of defects..

d. Contractor will obtain from suppliers and manufacturers the best commercially available warranties and guarantees on goods and assign the same to the City and to cooperate with City in enforcement of such warranties. In no event does the warranty include deficiencies caused by normal wear and tear of goods or to damages caused by abnormal services conditions, including excessive operations, negligence or accident modification, or the acts of omissions of City or any third party, including, without limitation, failure to maintain the goods in accordance with actual manufacturer's specifications and warranty. As it relates to labor workmanship services, Contractor will provide a thirty (30) warranty period from completion of service. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE WORK, ITS MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED BY CONTRACTOR. The Contractor agrees to immediately commence repair or replace any defective work within this warranty period unless such repairs require a long lead time for materials and equipment; in which case the Contractor shall provide an estimated schedule for repairs at no additional cost to the City.

21. **WITHHOLD PAYMENT AND CONTRACTOR'S PAYMENT**. The City may, on account of subsequently discovered evidence, withhold payment or nullify the whole or part of any acceptance or certificate to such extent as may be necessary to protect the City from loss on account of:

a. Defective work or work that is not in strict accordance with the terms of this Agreement, the specifications, or the other Contract Documents;

b. Claims filed or reasonable evidence indicating probable filing of claims;

c. Failure of the Contractor to make prompt payments to subcontractors or for material or labor or materialmen;

Whenever the Contractor and/or its surety is required to make a payment under this Agreement, it is expressly understood and agreed that such payment shall be due within thirty (30) days after receipt of an invoice. Payments required by Contractor which are not timely made shall accrue interest at a rate specified in Section 8 of this Agreement. However, no interest shall accrue on any invoice, or portion thereof, that is disputed in writing by the Contractor.

22. **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 Agreement. The Contractor and each of the subcontractors shall pay each of its employees engaged in work on the Project under this Agreement in full (less mandatory legal deductions), in cash or by check readily cashable, without discount, no less than once every two (2) weeks. The City or 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 payment and performance bonds each in the sum of one hundred percent (100%) of the total Contract Price, in such form as the City shall approve for guaranteeing faithful performance of the Agreement. It is agreed that this Agreement shall not be in effect until such bonds are furnished and approved by the City. The cost of the premium for the bond has been included in the Contractor's proposal.

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 Agreement and for a period of one (1) year after the completion of the work and shall be extended for any warranty work to cover the warranty period. If the bond becomes invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) calendar days such other bond, which bond shall assure payment as required. Such replacement bond 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 Agreement and the accompanying bond.

25. **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 Agreement. Violations will be corrected at Contractor's expense. The Contractor will defend all suits and claims of infringements of any rights.

26. **SAFETY PRECAUTIONS**. Safety precautions at the site are a part of the installation service techniques and processes for which the Contractor shall be solely responsible. The Contractor is responsible for handling and use of hazardous materials or waste caused by Contractor in performance of its services, and informing employees of any such hazardous materials or waste. The Contractor has the 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.

27. **TERMINATION**. The City shall provide the Contractor with written notice of any breach and shall allow the Contractor to commence cure such breach within fourteen (14) calendar days following receipt of such notice. If Contractor fails to commence remedy the breach within such time period, the City may terminate the Agreement after providing Contractor with the termination notice in writing. If this Agreement is terminated for cause, the City shall have the right, but shall not be obligated, to complete the work either itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment and materials paid for as may be on the worksite and to exercise all rights, options and privileges rights defined herein this Agreement 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 reasonable costs incurred by the City, in correcting work by the Contractor that fails to meet the requirements of the Contract Documents.

After receipt of a notice of termination, whether for 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 for which City has paid Contractor for). 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.

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

28. **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. 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 plus the charges on orders for goods which Contractor established with its third-party suppliers or manufacturers in which such orders cannot be cancelled or incur a cancellation fee determined by the manufacture.

29. **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 by the other party (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 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.

d. RESERVED.

e. The BuyBoard Contract No 757-24 , along with this Supplemental Agreement 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.

f. The provisions of this Agreement 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 Agreement 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 Agreement.

g. 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.

h. 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 or Contractor in any instance to insist upon observance or performance by the opposite party shall not be deemed a waiver 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.

i. 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.

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

k. The place of making and the place of performance for all purposes shall be Galveston County, Texas.

l. Nothing contained in this Agreement or any of the Contract Documents shall be deemed to limit or waive the sovereign immunity of the City.

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

n. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

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

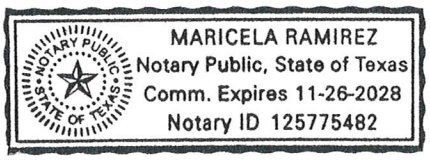
p. This Agreement shall inure to the benefit of and be binding upon the Contractor and its successors and assigns.

q. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

r. 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.

s. Any notice given by either party shall be in writing and shall be given by email with delivery confirmation and registered or certified mail, return receipt requested, postage prepaid, or nationally recognized courier, shipped prepaid, addressed to the parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing. For Contractor: Attention: Contracts Department, Waukesha-Pearce Industries, LLC, 12320 S. Main Street, Houston, Texas 77035, with email copy to contracts@wpi.com.

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 2nd day of June, 2026, the date of execution by the City Manager of the City of Friendswood (the "Effective Date").



WAUKESHA-PEARCE INDUSTRIES, LLC.
12320 South Main Street
Houston, TX 77035

(Signature)

Frankie Baird
(Printed Name)

Executive VP & COO, ED
(Title)

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me on this day personally appeared Frankie Baird, in his/her capacity as

Executive VP & COO, ED Waukesha-Pearce Industries, LLC, on behalf of such limited liability company,

X 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 26 day of May, 2026.

Maricela Ramirez

Notary Public in and for the State of Texas My commission expires: 11-26-2028

MARICELA RAMIREZ
Notary Public, State of Texas
Comm. Expires 11-26-2028
Notary ID 125775482

CITY OF FRIENDSWOOD
910 S Friendswood Dr.
Friendswood, TX 77546

MORAD KABIRI, City Manager

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date:	Monday, April 6, 2026
Company:	City of Friendswood
Attention:	Kaylub Mull
Quote Number:	080825-002TLR2
Reference:	BuyBoard Contract 757-24

Dear Kaylub,

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following quotation based on your recent request and the above referenced project.

Equipment: -(1) Generac SG0150 150kW Natural Gas Genset -(1) Generac 400A Non-SER ATS -(1) PowerTemp 400A Docking Station	 STOCK STOCK 20-24 Weeks	$68,820.00
-(1) Installation		$58,086.00
-(1) P&P (Payment and Performance) Bond		$2,030.00

Your total cost is $128,936.00, plus any required taxes.

Quantity 1 - Generac Industrial gaseous 9.0L V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 150 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Natural Gas fuel system (7-11")
- Standard Weather Protective Enclosure, Steel
  - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Non Emergency
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Digital Microprocessor:
    - Two 4-line x 20 displays, full system status
    - 3 Phase sensing, +/-0.25% digital voltage regulation
    - RS232, RS485 and Canbus remote ports
    - Waterproof connections
    - All engine sensors are 4-20ma for minimal interference
    - Programmable I/O
    - Built-in PLC for special applications

  - Engine function monitoring and control:
    - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
    - Isochronous Governor, +/-0.25% frequency regulation
    - Full system status on all AC output and engine function parameters
    - Service reminders, trending, fault history (alarm log)
    - I2T function for full generator protection
    - Selectable low-speed exercise
  - 2-wire start controls for any 2-wire transfer switch
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Coolant Heater, 1500W, 120VAC
- 1 Hour factory load test at reactive (0.8) power factor
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Extreme Cold Weather Kit - Heated Crankcase Breather System
- Flex Fuel Line
- Primary MLCB, 80% rated thermal-magnetic
  - 225 Amp
- Standard 2-Year Limited Warranty
- SG0150KG269.0S18HPYYG

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 400 Amp, 3 pole, 277/480 VAC three phase, no neutral, 60 Hz, with 2 or 3-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Return to Utility
    - Engine Cooldown
    - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 35kA Any Breaker

- Withstand and Close-On Rating - 65kA Specific Breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- NEMA 3R Enclosure
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX611NN0400S3CH

Quantity 1 – PowerTemp 400A Docking Station

- Spec Grade Wall Mount
- Dual Purpose with TKA and SLL
- 400A
- 480/277V
- Cam, Male and Female (Dual Purpose)
- Aluminum Enclosure
- Trapped Key Door Interlock

Quantity 1 – (1) Year OmniMetrix with Installation

Scope of Work:

1. Install (1) Generac 150kW 480V 3Ph Natural Gas Generator with the following options:
    a. (1) 225A MLCB
    b. Standard Weather Enclosure
2. Install (1) Generac 400A 480V 3PH Automatic Transfer Switch with the following options:
    a. TX Series
    b. NEMA 3R Enclosure
3. Install (1) 400A Docking Staton
4. Modify existing generator wiring and line side feeder wiring.
5. Power shutdown estimated to be 8hrs to install new 400A Automatic Transfer Switch. (Temporary generator not included)
6. Modify existing gas piping per Generac guidelines for new generator.
7. Pour additional 4” of concrete to existing housekeeping pad to increase elevation.
8. Install new control wiring for new Generator.
9. Replace or reuse 2 battery charger & block heater circuits from to generator as needed.
10. Terminate all feeders and applicable control wires.
11. Make all final connections for operational system.
12. Return work area and site to meet or exceed prior conditions.

Quantity 1 – P&P (Performance and Payment) Bond

Freight Prepaid, FOB Factory

Lead time is ARO and approval by WPI Credit Department. Lead times are updated periodically and are subject to changed based on manufacturer's production ability.

Quantity 1 – Standard Factory Startup and Warranty Registration

Project Specific Clarifications:

- Offering genset standard materials of construction by Generac Power Systems.
- No specifications were provided for this quotation; compliance with any technical documentation is specifically excluded.
- Startup and freight is included to Friendswood, TX. (1) trip is included for standard factory certified commissioning, NFPA 110 Resistive Load Testing, and building load test if required. If additional site trips/services are required, these services will be charged additionally at WPI's standard rates
- Customer is to provide a list of all facility gas loads before the startup of construction if required by utility provider. If not available, WPI can quote separately.
- Includes MEP engineering drawings (excludes structural, architectural building plans and/or civil site plans) required by local AHJ. Not to exceed $5K.
- Includes delivery, offloading and installation.
- Includes Electrical and Plumbing Trade permits if required by local AHJ. (Excludes Building and/or Structural Permit Fees)
- Customer is responsible for all costs associated with natural gas meter upgrades, new gas line, existing gas line modifications if required and assumes existing natural gas service has sufficient pressure and volume.
- Includes gen haul off.
- Wage scaling included
- This quotation is subject to the Terms and Conditions of BuyBoard Contract # 757-24

Assumptions/Exclusions

- Does not include new generator housekeeping pad.
- Does not include any utility fees, outage fees or electrical panel/service upgrades.
- Does not include concrete encased duct banks.
- Does not include removal or repair of landscaping at generator location.
- Does not include repair or replacement of any existing code violations.
- Does not include temporary portable generator or labor to provide emergency power to facility during power outage. (WPI can quote separately)
- Excludes any bollards or vehicle crash protection. (WPI can quote separately)
- Does not include remote annunciator or remote e-stop. (WPI can quote separately)
- Assumes unrestricted access to the construction area and work done during normal business hours.
- Excludes Weekends or after-hours work.

Standard Exclusions

- Third party testing.
- Underground obstructions, rock, utilities and hazardous or contaminated materials.
- Over-excavation, compaction or replacement of unsatisfactory sub-grade soils.
- Quotation is limited to the quantity and description listed above.

Standard Clarifications

- All freight is FOB factory, freight prepaid and allowed to jobsite.
- All work to be done in accordance with any seed and local code requirements.
- Please be advised that due to the potential for changes in tariffs, all quotes are subject to revision. We kindly ask for your understanding, as any adjustments will be made to reflect the updated costs associated with these changes. Please reach out if you would like to verify your current pricing.
- Price does not include any federal, state, or local sales, use, property, TERP, or exercise taxes that may be applicable.
- Due to market volatility of raw commodities, WPI reserves the right to review all material pricing prior to acceptance of a purchase order or entering any contract.
- Quotation is valid for 30 days.
- All fuel by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Any Factory witness test expenses by others
- Responsibility of freight claims to be done by others.
- Manufacturer's standard documentation is available upon request.
- Any coordination studies by others.

Best Regards,

Thomas Lawrence
Sales Representative
Power Generation
Waukesha-Pearce Industries
Cell: (281) 928-0469
Email: Thomas.Lawrence@wpi.com

Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date: Monday, April 6, 2026
Company: City of Friendswood
Attention: Kaylub Mull
Quote Number: 080825-001TLR2
Reference: BuyBoard Contract 757-24

Dear Kaylub,

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following quotation based on your recent request and the above referenced project.

-(1) Generac SD0500 500kW Diesel Genset with 2002 Gal Tank (108Hrs at 50% Load), With Vent Extensions	3-4 Weeks	$141,847.00
-(1) Installation		$264,832.00
-(1) P&P (Payment and Performance) Bond		$6,507.00

Your total cost is $413,186.00, plus any required taxes.

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 15.2L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 500kW Rating, wired for 277/480 VAC three phase, 60Hz
- Permanent Magnet Excitation
- UL2200
- EPA Certified
- Standard Weather Protective Enclosure, Steel
  - Industrial Grey Baked-On Powder Coat Finish
- 36" 2002 Gallon Double-Wall UL142 Basetank
  - External fill and vent
  - Mechanical fuel level indicator gauge
  - Electronic fuel level sender
- Power Zone Digital Control Panel for Single or MPS Generators
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Humidity 2 – 95% (Non Condensing)
  - UL6200
  - C-ETL-US
  - CE
  - FCC

- IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
- 7” Resistive Color Touchscreen
  - Built-in Webserver
  - IP65 (front)
  - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
- Dual Core Digital Microprocessor
  - RS485, Ethernet and CANbus ports
- Engine Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
  - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
  - Programmable I/O
  - Built-in PLC for special applications
- Engine function monitoring and control:
  - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
  - Isochronous Governor
    - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
  - 3 Phase RMS Voltage Sensing
    - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
- Service reminders, trending, fault history (alarm log)
- I2T function for full generator protection
- Selectable low-speed exercise
- 2 and 3-wire start controls for any industrial grade transfer switch

- EPA Certified
- 21 Light Annunciator - Surface
- Remote Emergency Stop Switch, Surface-mount, shipped loose
- Primary MLCB, 80% rated thermal-magnetic
  - 800 amp
  - Auxiliary Contacts, 1 Set
- Coolant Heater, 2500W, 240VAC
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Industrial Connectivity Gateway Device
- Critical Grade Silencer
- Three Owner's manuals

- 1 Hour factory load testing at reactive (0.8) power factor
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- Standard 2-Year Limited Warranty
- SD0500KG22152D18PPYY2
- SEQ: Tank Vent Extensions

Quantity 1 – (1) Year OmniMetrix with Installation

Scope of Work:

1. Demo (1) existing 500kw Diesel Generator. (Haul off Generator)
2. Install (1) Generac 500kW 277/480V 3PH Diesel Generator with the following options:
    a. 15.2 Liter Engine
    b. (1) 800A MLCB
    c. (1) 21 light RAP
    d. (1) Estop Pushbutton
    e. 36“ 2002 Gallon Tank
    f. Standard Weather Enclosure
3. Existing ATS to remain in place.
4. Remove existing 300mcm feeder wiring and install new wiring with the proper size and amperage.
5. Modify 800amp docking switch feeder wiring to tie-into newly installed generator.
6. Backup generator outage is estimated to be 15 business days. Utility power will remain energized during this time. (Temporary generator not included)
7. Sawcut and relocation of existing raceways to new generator stub up locations. Pour back concrete.
8. Demolish and reinstall new underground feeders from existing generator docking station to new 500kW (Includes sawcut of existing concrete and patch back).
9. Extend generator exhaust piping past existing covered area towards parking lot.
10. Extend genset tank vents through awning.
11. Provide rigging service to remove existing generator and haul off site.
12. Install battery charger and block heater circuits to generator.
13. Install controls for new Generator.
14. Furnish and install E-Stop push button.
15. Furnish and install 21 light remote new annunciator panel.
16. Terminate all feeders and applicable control wires.
17. Make all final connections for operational system.
18. Return work area and site to meet or exceed prior conditions.

Freight Prepaid, FOB Factory

Lead time is ARO and approval by WPI Credit Department. Lead times are updated periodically and are subject to changed based on manufacturer's production ability.

Quantity 1 – P&P (Payment and Performance Bond)

Quantity 1 – Standard Factory Startup and Warranty Registration

Project Specific Clarifications:

- Offering genset standard materials of construction by Generac Power Systems.
- No specifications were provided for this quotation; compliance with any technical documentation is specifically excluded.
- Startup and freight is included to Friendswood, TX. (2) trips are included for standard factory certified commissioning, NFPA 110 Resistive Load Testing, and building load test if required. If additional site trips/services are required, these services will be charged additionally at WPI's standard rates.
- Includes a $3,400.00 credit for removal of existing feeder wiring and haul off.
- Includes E-stop on generator enclosure and Annunciator installation.
- Includes delivery, offloading and installation.
- Includes Electrical and Plumbing Trade permits if required by local AHJ. (Excludes Building and/or Structural Permit)
- Customer is responsible for removing existing generator fuel and providing diesel fuel to minimum 80% before start up.
- Roof penetration jacks and install by others per customer request.
- Wage scaling is included.

Assumptions/Exclusions

- Does not include a rebate for existing generator disposal.
- Does not include new generator housekeeping pad.
- Does not include engineered drawings if required by local AHJ. (WPI can quote separately)
- Does not include any utility fees, outage fees or electrical panel/service upgrades.
- Does not include concrete encased duct banks.
- Does not include removal or repair of landscaping at generator location.
- Does not include repair or replacement of any existing code violations.
- Does not include temporary portable generator or labor to provide emergency power to facility during power outage. (WPI can quote separately)
- Excludes any bollards or vehicle crash protection. (WPI can quote separately)
- Assumes unrestricted access to the construction area and work done during normal business hours.
- Excludes Weekends or after-hours work.
- Quote subject to Terms and Conditions of BuyBoard Contract # 757-24.

Standard Exclusions

- Third party testing.
- Underground obstructions, rock, utilities and hazardous or contaminated materials.
- Over-excavation, compaction or replacement of unsatisfactory sub-grade soils.
- Quotation is limited to the quantity and description listed above.

Standard Clarifications

- All freight is FOB factory, freight prepaid and allowed to jobsite.
- All work to be done in accordance with any seed and local code requirements.
- All fuel by others.
- Please be advised that due to the potential for changes in tariffs, all quotes are subject to revision. We kindly ask for your understanding, as any adjustments will be made to reflect the updated costs associated with these changes. Please reach out if you would like to verify your current pricing.
- Price does not include any federal, state, or local sales, use, property, TERP, or exercise taxes that may be applicable.
- Due to market volatility of raw commodities, WPI reserves the right to review all material pricing prior to acceptance of a purchase order or entering any contract.
- Quotation is valid for 30 days.
- Startup/commissioning must be done within 1 year of factory shipment.
- Any Factory witness test expenses by others
- Responsibility of freight claims to be done by others.
- Manufacturer's standard documentation is available upon request.
- Any coordination studies by others.

Taxable customers are subject to a 1.5% Diesel Surcharge Tax on all units 50HP and up.

Best Regards,

Thomas Lawrence
Sales Representative
Power Generation
Waukesha-Pearce Industries
Cell: (281) 928-0469
Email: Thomas.Lawrence@wpi.com

P.O. Box 400, Austin, Texas 78767
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Electronic Delivery

Sheila Adams
WPI, LLC
12320 S Main St
Houston, TX 77035

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 757-24, Building/Facility Maintenance Equipment and Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2024, through November 30, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 757-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

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PROPOSER'S ACCEPTANCE AND AGREEMENT

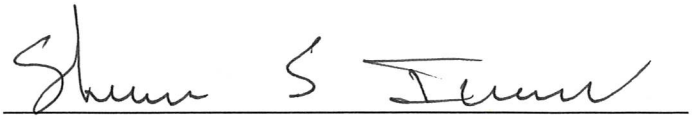
Proposal Invitation Name Building/Facility Maintenance Equipment and Services	**Proposal Due Date/Opening Date and Time** July 25, 2024, at 4:00 PM
Proposal Invitation Number 757-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2024, through November 30, 2025, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** October 2024

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Waukesha-Pearce Industries
Name of Proposing Company

7/19/2024
Date

12320 S Main Street
Street Address


Signature of Authorized Company Official

Houston Texas, 77035
City, State, Zip

Steve Iwersen
Printed Name of Authorized Company Official

(817) 996-4343
Telephone Number of Authorized Company Official

Vice President of Sales
Position or Title of Authorized Company Official

(713) 551-0799
Fax Number of Authorized Company Official

74-0841790
Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer ***must initial in the bottom right corner of each page*** **where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: SJ

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: SL

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: SI

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or 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. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: SI

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: SF

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: SI

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: SL

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: SJ

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: SI

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information:_____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: SL

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** SF

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR 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.

☐ **YES**, I agree. ■ **NO**, I do not agree. Not applicable to our product

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: SL

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: SL

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☐ **YES**, I agree. ■ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: SL

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Waukesha-Pearce Industries
Company Name

Signature of Authorized Company Official

Steve Iwersen VP of Sales
Printed Name and Title

07/23/2024
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Waukesha-Pearce Industries, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 74-0841790

*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Waukesha-Pearce Industries, Inc

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pearce Industries, Inc.

2 Business name/disregarded entity name, if different from above
Waukesha-Pearce Industries, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12320 S. Main Street

Requester's name and address (optional)

6 City, state, and ZIP code
Houston, TX 77035

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 4 - 1 8 9 2 7 9 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Bi Bo Date ▶ 1/3/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	Y	Y, 28 Years	Generators
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	N		

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 33% **Proposed Discount (%):** 33%

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Brownsville PUB	Hugo Lopez	956-983-6364	hlopez@brownsville-pub.com	33%	$197,795.00
2.	City of Llano	Josh Becker	325-247-4158	jbecker@cityofllano.com	33%	$24,382.00
3.	M-NCPPC - Maryland	Andrew Phillips	301-265-7007	andrew.phillips@pgparks.com	33%	$109,916.00
4.	McAllen Public Works	Mario Vela	956-681-4033	mvela@mcallen.net	33%	$109,916.00
5.	City of Mission	Chief Alvarez	956-522-9194	realvarez@missiontexas.us	33%	$60,277.00

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ■ **NO** ☐ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

REF: Proposal 757-24

DATE: 07/22/2024

SUBJ: WPI Company Profile

ATTN: BuyBoard Staff

WPI was established in 1924 and has become a leader in providing equipment, engines, parts, and service to the construction, mining, oilfield, and generator industries. With 21 locations across the United States, we offer 24/7 availability of aftermarket parts and services while also having emergency on-site services. WPI Engine Division offers power generation solutions of emergency stand-by, prime, and continuous duties as well as turnkey installation up to 2,000 kW for emergency stand-by and up to 3,650 kW prime power. We support diesel, natural gas, propane, and bi-fuel generators as well as transfer switch equipment, service, and parts. No matter the job or application, reliable power is one of the keys to productivity and at WPI, we have you covered!

Richard Westbury

Sr Sales Manager-Power Generation

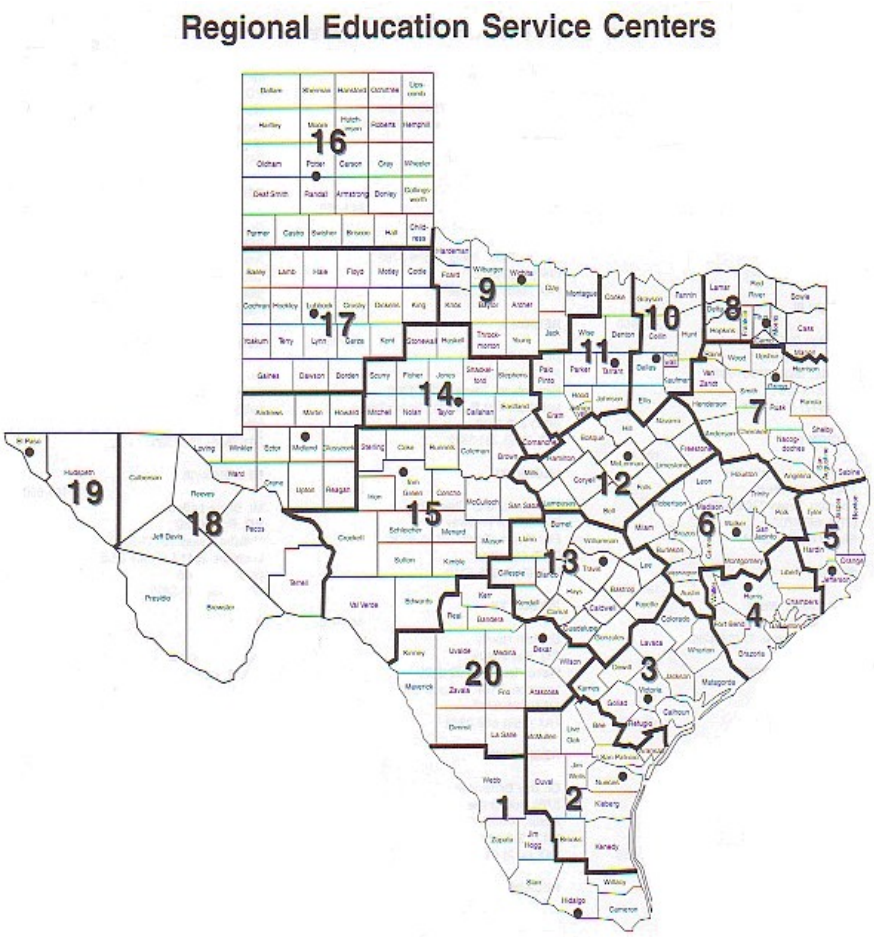
Waukesha-Pearce Industries, Inc.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

**WPI Services the State of Texas only.

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

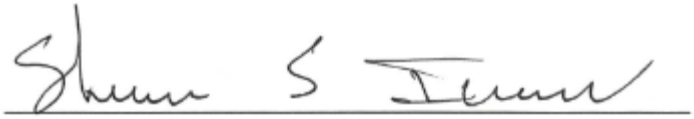
8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Waukesha-Pearce

757-24

Proposal Invitation Number



Signature of Authorized Company Official

Steve Iwersen

Printed Name of Authorized Company Official

07/24/24

Date

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
WPI - Houston		
WPI - Saginaw		
WPI - Kilgore		
WPI - New Braunfels		
WPI - Edinburg		

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Waukesha-Pearce Industries, Inc.

Waukesha-Pearce Industries, LLC

Not for sale; no business alterating or aquisition related transaction

96+ years in business

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

WPI has provided equipment and performed hundreds of turnkey solutions for large national customers over the past several years. Customers such as General Dynamics, American Tower - Telecom, American Tower - Broadcast, T-Mobile, AT&T Mobility

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

WPI employs a strategic accounts group who project manages all turnkey projects which often includes equipment. The group consists of (2) inside sales personnel responsible for BuyBoard contract Purchases, (1) applications engineer who is often deployed to local site vists, (1) strategic accounts project manager, (1) Regional Manager - Strategic accounts. Oversight is handled by Director of Power attached Generation who supports all aspects of the sale.

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

WPI has a long history of working hand in hand with the engineering community as well as with architectural firms when it is not outside our scope to enlist professional services when required, working with them as a subcontractor to WPI.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

WPI typically can self perform tasks and functions such as load analysis, generator sizing, complete generator installation recommendations, generator alternative solutions including transfer switch recommendations, demand response recommendations and load profiling. WPI can provide equipment solutions relative to power generation, as the manufacturer contractual delaer. We can provide service on all equipment sold along with commissioning equipment and providing warranty repairs. WPI can also provide scheduled maintenance.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

See attached word document "WPI Marketing Strategy"

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Total Assets: $273 Million Insurance Limits $ 10 Million per occurrence

No Bankruptcy, Receivership, or Insolvency

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

N/A

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Equipment provided meets or exceeds all engineering and code standards relative to the industry served.

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Westchester Fire Insurance Company

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract.

See attached document titled "2018-2021 WPI EMR Letter"

REF: Proposal 757-24

DATE: 07/22/2024

SUBJ: WPI Marketing Strategy

ATTN: BuyBoard Staff

If awarded a contract for this proposal, WPI will market the advantages of using BuyBoard for procurement to all county, municipal government agencies as well as current BuyBoard membership. It is our intention to make these entities aware of our product and services through the use of direct mail advertising, email advertising, and territorial sales blitzes. Also, as part of our website revisions, we will offer email equipment notices, safety issues, and industry information (if invited by user). Our intention is to demonstrate our product to BuyBoard membership at trade shows and symposiums throughout the year. Also, our sales personnel will contact and notify agencies in their assigned territories of our involvement with BuyBoard.

WPI has 7 sales people covering the state as well as 2 inside personnel. All sales people have experience with BuyBoard and specialize in providing backup power to key sectors such as hospitals, water and municipal, and schools. We look forward to continuing and growing our relationship with BuyBoard while providing effective solutions to our customers.

Richard Westbury

Sr Sales Manager -Power Generation

Waukesha-Pearce Industries, Inc.

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted*.

Section I: Building/Facility Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Boiler Equipment and Supplies**.
2. Discount (%) off catalog/pricelist for **Building Entryway Awnings, Canopies, and Related Accessories** (all types of material metal, fabric, and similar related materials).
3. Discount (%) off catalog/pricelist for **Commercial Building Glass and Other Glass Materials and Supplies**.
4. Discount (%) off catalog/pricelist for **Elevator Equipment and Supplies**.
5. Discount (%) off catalog/pricelist for **Escalator Equipment and Supplies**.
6. Discount (%) off catalog/pricelist for **Energy and Water Monitoring Products** (all types).
7. Discount (%) off catalog/pricelist for **Fencing Materials and Supplies**.
8. Discount (%) off catalog/pricelist for **Material Handling and Storage Equipment and Supplies** (forklifts, warehouse storage systems, pallet jacks, similar related items).
9. Discount (%) off catalog/pricelist for **Parking Lot Striping Equipment, Supplies and Materials**.
10. Discount (%) off catalog/pricelist for **Power Generating Equipment** (all types: electric/gas/diesel/back up on-site).
11. Discount (%) off catalog/pricelist for **Power Washing Equipment and Materials**.
12. Discount (%) off catalog/pricelist for **Overhead Doors-All Types and Sizes** (metal, wooden, similar related items).

Section II: Installation and Repair Service

13. **Hourly Labor Rate for Installation/Repair Service of Boiler Equipment and Products and Related Items** – **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
14. **Hourly Labor Rate for Installation/Repair Service of Building Entryway Awnings, Canopies, and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
15. **Hourly Labor Rate for Installation/Repair Service of Commercial Building Glass and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
16. **Hourly Labor Rate for Installation/Repair Service of Elevator Equipment, Products, and Related Items – Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
17. **Hourly Labor Rate for Installation/Repair Service of Escalator Equipment, Products, and Related Items – Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
18. **Hourly Labor Rate for Installation/Repair Service of Energy and Water Monitoring, Products, and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
19. **Hourly Labor Rate for Installation/Repair Service of Fencing Products and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
20. **Hourly Labor Rate for Installation/Repair Service of Material Handling and Storage Equipment, Products, and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
21. **Hourly Labor Rate for Installation/Repair Service of Parking Lot Striping Equipment and/or Services and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
22. **Hourly Labor Rate for Installation/Repair Service of Power Generating Equipment, Products, and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
23. **Hourly Labor Rate for Installation/Repair Service of Power Washing Equipment and/or Services and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
24. **Hourly Labor Rate for Installation/Repair Service of Overhead Door Equipment, Products and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

REF: Proposal 757-24

DATE: 07/22/2024

SUBJ: Exceptions and Service Info

ATTN: BuyBoard Staff

Exceptions to service/hourly rates are as follows:

-Travel time and mileage are not included in the installation and field service rates.

-Field Service is per normal business hours 8AM-5PM, Non Holiday

-Generator Installation is per normal business hours 8AM-5PM, Non Holiday.

Generator field service and installation are a flat hourly rate. Detailed prices and description related to service are given on the services tab of '657-21 BUYBoard WPI Price Catalog 2021". In order to better serve our customers, we have included generator installation, load banking, full maintenance, inspections, fuel polishing, and fluid sampling.

Richard Westbury

Sr Sales Manager -Power Generation

Waukesha-Pearce Industries, Inc.

WPILLC Information

Address: 12320 South Main
Houston, TX 77035
Phone: (713) 551-0597

By submitting your response, you certify that you are authorized to represent and bind your company.

Sheila Adams
Signature

sheila.adams@wpi.com
Email

Submitted at 7/24/2024 04:00:48 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 757-24, Building/Facility Maintenance Equipment and Services

Proposal-No-757-24.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

757-24 WPI Price Catalog 2024.xlsx

REQUIRED-In Excel or PDF format, upload manufacturer catalog(s)and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

Exceptions and Service Info.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

WPI Company Profile.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

WPI W9 1-3-2024.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

WPI 2024 EMR Letter - 3 Years.PDF

WPI 2024 EMR Letter

WPI Marketing Strategy.pdf

WPI Marketing Strategy

Bid Attributes

1 Federal Identification Number

Federal Identification Number

74-0841790

2 No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

3 No Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or 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. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13	**Vendor Proposal/Contract Contact - First Name** Vendor Proposal/Contract Contact - First Name Sheila
14	**Vendor Proposal/Contract Contact - Last Name** Vendor Proposal/Contract Contact - Last Name Adams
15	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address sheila.adams@wpi.com
16	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 12320 S Main St
17	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Houston
18	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
19	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 77035
20	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 713-551-0434
21	**Vendor Proposal/Contact Extension Number** Vendor Proposal/Contact Extension Number *No response*
22	**Company Website** Company Website (www.XXXXX.com) www.wpi.com

23 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

24 **Purchase Order E-mail Address**

Purchase Order E-mail Address

sheila.adams@wpi.com

25 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Sheila

26 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Adams

27 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

713-551-0434

28 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

29 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

jessica.nunley@wpi.com

30 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

Jessica

31 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

Nunley

32 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

713-551-0811

33 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

34 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

35 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

36 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

sheila.adams@wpi.com

37 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Sheila

38 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Adams

39 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

713-551-0434

40 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

41 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

jessica.nunley@wpi.com

42 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

Jessica

43 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

Nunley

44 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

713-551-0811

45 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

46 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

47 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

48 **Invoice Company Name**

Invoice Company Name

Waukesha Pearce Industries, LLC

49 **Invoice Company Department Name**

Invoice Company Department Name

PowerGen

50 **Invoice Contact - First Name**

Invoice Contact - First Name

Larissa

51 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Ansel

52 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

12320 S Main St

53 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Houston

54 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

55 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

77035

56 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

713-551-0398

57 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

58 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

59 **Invoice Contact E-mail Address**

Invoice Contact E-mail

larissa.ansel@wpi.com

60 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

61 **Billing Agent Company Name**

Billing Agent Company Name

No response

62 **Billing Agent Department Name**

Billing Agent Department Name

No response

63 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

64 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

65 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

66 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

67 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

68 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

69 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

70 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

71 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

72 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

73 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

74 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Other

75 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30

76 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

77 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

78 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

79 **Credit Card Payments**

Are credit card payments acceptable to your company?

No

80 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

81 **Company Name**

Company Name

Waukesha Pearce Industries, LL

82 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

83 **Region 1**

Region 1 - Edinburg

☑ Region 1

84	**Region 2** Region 2 - Corpus Christi ☑ Region 2
85	**Region 3** Region 3 - Victoria ☑ Region 3
86	**Region 4** Region 4 - Houston ☑ Region 4
87	**Region 5** Region 5 - Beaumont ☑ Region 5
88	**Region 6** Region 6 - Huntsville ☑ Region 6
89	**Region 7** Region 7 - Kilgore ☑ Region 7
90	**Region 8** Region 8 - Mount Pleasant ☑ Region 8
91	**Region 9** Region 9 - Wichita Falls ☑ Region 9
92	**Region 10** Region 10 - Richardson ☑ Region 10
93	**Region 11** Region 11 - Fort Worth ☑ Region 11
94	**Region 12** Region 12 - Waco ☑ Region 12
95	**Region 13** Region 13 - Austin ☑ Region 13

96	**Region 14** Region 14 - Abilene ☑ Region 14
97	**Region 15** Region 15 - San Angelo ☑ Region 15
98	**Region 16** Region 16 - Amarillo ☑ Region 16
99	**Region 17** Region 17 - Lubbock ☑ Region 17
100	**Region 18** Region 18 - Midland ☑ Region 18
101	**Region 19** Region 19 - El Paso ☑ Region 19
102	**Region 20** Region 20 - San Antonio ☑ Region 20
103	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
104	**Company Name** Company Name Waukesha Pearce Industries

105	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will serve all states in the United States
106	**Alabama** Alabama ☐ *Alabama*
107	**Alaska** Alaska ☐ *Alaska*
108	**Arizona** Arizona ☐ *Arizona*
109	**Arkansas** Arkansas ☐ *Arkansas*
110	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
111	**Colorado** Colorado ☐ *Colorado*
112	**Connecticut** Connecticut ☐ *Connecticut*
113	**Delaware** Delaware ☐ *Delaware*
114	**District of Columbia** District of Columbia ☐ *District of Columbia*
115	**Florida** Florida ☐ *Florida*
116	**Georgia** Georgia ☐ *Georgia*

117	**Hawaii** Hawaii ☐ *Hawaii*
118	**Idaho** Idaho ☐ *Idaho*
119	**Illinois** Illinois ☐ *Illinois*
120	**Indiana** Indiana ☐ *Indiana*
121	**Iowa** Iowa ☐ *Iowa*
122	**Kansas** Kansas ☐ *Kansas*
123	**Kentucky** Kentucky ☐ *Kentucky*
124	**Louisiana** Louisiana ☐ *Louisiana*
125	**Maine** Maine ☐ *Maine*
126	**Maryland** Maryland ☐ *Maryland*
127	**Massachusetts** Massachusetts ☐ *Massachusetts*
128	**Michigan** Michigan ☐ *Michigan*

129	**Minnesota** Minnesota ☐ *Minnesota*
130	**Mississippi** Mississippi ☐ *Mississippi*
131	**Missouri** Missouri ☐ *Missouri*
132	**Montana** Montana ☐ *Montana*
133	**Nebraska** Nebraska ☐ *Nebraska*
134	**Nevada** Nevada ☐ *Nevada*
135	**New Hampshire** New Hampshire ☐ *New Hampshire*
136	**New Jersey** New Jersey ☐ *New Jersey*
137	**New Mexico** New Mexico ☐ *New Mexico*
138	**New York** New York ☐ *New York*
139	**North Carolina** North Carolina ☐ *North Carolina*
140	**North Dakota** North Dakota ☐ *North Dakota*

141	**Ohio** Ohio ☐ *Ohio*
142	**Oklahoma** Oklahoma ☐ *Oklahoma*
143	**Oregon** Oregon ☐ *Oregon*
144	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
145	**Rhode Island** Rhode Island ☐ *Rhode Island*
146	**South Carolina** South Carolina ☐ *South Carolina*
147	**South Dakota** South Dakota ☐ *South Dakota*
148	**Tennessee** Tennessee ☐ *Tennessee*
149	**Texas** Texas ☑ Texas
150	**Utah** Utah ☐ *Utah*
151	**Vermont** Vermont ☐ *Vermont*
152	**Virginia** Virginia ☐ *Virginia*

153	**Washington** Washington ☐ *Washington*
154	**West Virginia** West Virginia ☐ *West Virginia*
155	**Wisconsin** Wisconsin ☐ *Wisconsin*
156	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: Building/Facility Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Boiler Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 **Section I: Building/Facility Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Building Entryway Awnings, Canopies, and Related Accessories** (all types of material metal, fabric, and similar related materials). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 **Section I: Building/Facility Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Commercial Building Glass and Other Glass Materials and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 **Section I: Building/Facility Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Elevator Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: Building/Facility Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Escalator Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 **Section I: Building/Facility Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Energy and Water Monitoring Products** (all types). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I: Building/Facility Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Fencing Materials and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I: Building/Facility Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Material Handling and Storage Equipment and Supplies** (forklifts, warehouse storage systems, pallet jacks, similar related items). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 **Section I: Building/Facility Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Parking Lot Striping Equipment, Supplies and Materials.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10

Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Power Generating Equipment** (all types: electric/gas/diesel/back up on-site). Catalog/Price list MUST be included or proposal will not be considered.

Total: 33%

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

757.24

11

Section I: Building/Facility Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Power Washing Equipment and Materials.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

12 **Section I: Building/Facility Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Overhead Doors-All Types and Sizes** (metal, wooden, similar related items). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

13 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Installation/Repair Service of Boiler Equipment and Products and Related Items - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

14 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Building Entryway Awnings, Canopies, and Related Items - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

15 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Commercial Building Glass and Related Items - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

16 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Elevator Equipment, Products, and Related Items - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

17 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Escalator Equipment, Products, and Related Items - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

18	**Section II: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Energy and Water Monitoring, Products, and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
19	**Section II: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Fencing Products and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
20	**Section II: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Material Handling and Storage Equipment, Products, and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
21	**Section II: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Parking Lot Striping Equipment and/or Services and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
22	**Section II: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Power Generating Equipment, Products, and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate Price: $350.00 Total: $350.00
23	**Section II: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Power Washing Equipment and/or Services and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
24	**Section II: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Overhead Door Equipment, Products and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***

Response Total: $350.00

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

**Responding vendors must read all sections of this Proposal Invitation carefully.
Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.**

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 757-24 for Building/Facility Maintenance Equipment and Services must be received** *on or before 4:00 PM July 25, 2024,* either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative

Attn: TASB Asst. Division Director, Cooperative Procurement

12007 Research Blvd.

Austin, TX 78759

E-Mail: bids@buyboard.com

PROPOSAL INVITATION NO. 757-24

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- ***VENDOR INFORMATION*** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- ***PROPOSAL SPECIFICATIONS –*** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- *PROPOSAL DOCUMENTS* - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- *PROPOSAL SUBMISSION* - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form ***at least five (5) business days prior to the Proposal Due Date.***
- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD. Paper copies will NOT be accepted*.
- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**
- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: *The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.*

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

GENERAL INFORMATION

Proposal Invitation No. 757-24 – Building/Facility Maintenance Equipment and Services

Please make sure that you have reviewed and completed all sections of this Proposal Invitation.

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Building/Facility Maintenance Equipment and Services that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and a not-to-exceed hourly labor rate for installation and repair. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from December 1, 2024, through November 30, 2025, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $141,766,889*;* however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative Administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website. To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at https://www.buyboard.com/Vendor/Resources.aspx.

An awarded Vendor that sells construction-related goods or services to a Cooperative member under a Contract awarded pursuant to this Proposal Invitation must provide the Cooperative member with a copy of the Advisory before executing a Member Construction Contract (as defined in the General Terms and Conditions associated with this Proposal Invitation) or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first. By the Construction Related Goods and Services Affirmation form in the Proposal Forms, Proposer agrees that, if awarded a Contract, Proposer will comply with this and other Advisory requirements in connection with the sale of construction-related goods or services to Cooperative members under the Contract award.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance/EDGAR)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Building/Facility Maintenance Equipment and Services	**Proposal Due Date/Opening Date and Time** July 25, 2024, at 4:00 PM
Proposal Invitation Number 757-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2024, through November 30, 2025, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** October 2024

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company

Date

Street Address

Signature of Authorized Company Official

City, State, Zip

Printed Name of Authorized Company Official

Telephone Number of Authorized Company Official

Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer ***must initial in the bottom right corner of each page*** **where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: _____

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or 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. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: _____

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: _____

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: _____

P.O. Box 400, Austin, Texas 78767
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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information:_____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree. **Initial: _____**

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR 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.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

---

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

---

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

---

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

---

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

_____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

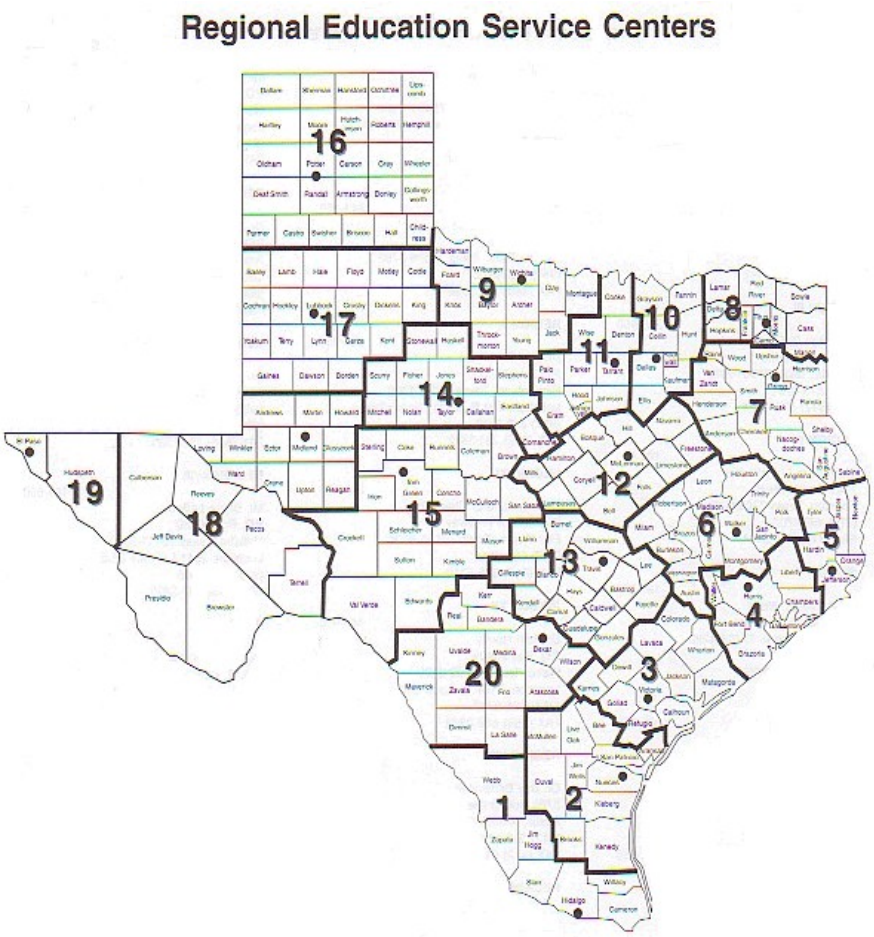
Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Printed Name of Authorized Company Official

Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

_____

_____

_____

_____

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

_____

_____

_____

_____

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

_____

_____

_____

_____

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

_____

_____

_____

_____

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

_____

_____

_____

_____

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

_____

_____

_____

_____

_____

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

_____

_____

_____

_____

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

_____

_____

_____

_____

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract.

_____

_____

_____

_____

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted*.

Section I: Building/Facility Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Boiler Equipment and Supplies**.
2. Discount (%) off catalog/pricelist for **Building Entryway Awnings, Canopies, and Related Accessories** (all types of material metal, fabric, and similar related materials).
3. Discount (%) off catalog/pricelist for **Commercial Building Glass and Other Glass Materials and Supplies**.
4. Discount (%) off catalog/pricelist for **Elevator Equipment and Supplies**.
5. Discount (%) off catalog/pricelist for **Escalator Equipment and Supplies**.
6. Discount (%) off catalog/pricelist for **Energy and Water Monitoring Products** (all types).
7. Discount (%) off catalog/pricelist for **Fencing Materials and Supplies**.
8. Discount (%) off catalog/pricelist for **Material Handling and Storage Equipment and Supplies** (forklifts, warehouse storage systems, pallet jacks, similar related items).
9. Discount (%) off catalog/pricelist for **Parking Lot Striping Equipment, Supplies and Materials**.
10. Discount (%) off catalog/pricelist for **Power Generating Equipment** (all types: electric/gas/diesel/back up on-site).
11. Discount (%) off catalog/pricelist for **Power Washing Equipment and Materials**.
12. Discount (%) off catalog/pricelist for **Overhead Doors-All Types and Sizes** (metal, wooden, similar related items).

Section II: Installation and Repair Service

13. **Hourly Labor Rate for Installation/Repair Service of Boiler Equipment and Products and Related Items** – **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
14. **Hourly Labor Rate for Installation/Repair Service of Building Entryway Awnings, Canopies, and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
15. **Hourly Labor Rate for Installation/Repair Service of Commercial Building Glass and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
16. **Hourly Labor Rate for Installation/Repair Service of Elevator Equipment, Products, and Related Items – Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
17. **Hourly Labor Rate for Installation/Repair Service of Escalator Equipment, Products, and Related Items – Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
18. **Hourly Labor Rate for Installation/Repair Service of Energy and Water Monitoring, Products, and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
19. **Hourly Labor Rate for Installation/Repair Service of Fencing Products and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
20. **Hourly Labor Rate for Installation/Repair Service of Material Handling and Storage Equipment, Products, and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
21. **Hourly Labor Rate for Installation/Repair Service of Parking Lot Striping Equipment and/or Services and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
22. **Hourly Labor Rate for Installation/Repair Service of Power Generating Equipment, Products, and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
23. **Hourly Labor Rate for Installation/Repair Service of Power Washing Equipment and/or Services and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
24. **Hourly Labor Rate for Installation/Repair Service of Overhead Door Equipment, Products and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☐ Reviewed/Completed: **Proposal Acknowledgements**
☐ Reviewed/Completed: **Felony Conviction Disclosure**
☐ Reviewed/Completed: **Resident/Nonresident Certification**
☐ Reviewed/Completed: **Debarment Certification**
☐ Reviewed/Completed: **Vendor Employment Certification**
☐ Reviewed/Completed: **No Boycott Verification**
☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☐ Reviewed/Completed: **Historically Underutilized Business Certification**
☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☐ Reviewed/Completed: **Deviation and Compliance**
☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☐ Reviewed/Completed: **Confidential/Proprietary Information**
☐ Reviewed/Completed: **EDGAR Vendor Certification**
☐ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☐ Reviewed/Completed: **Vendor Business Name**
☐ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☐ Reviewed/Completed: **Governmental References**
☐ Reviewed/Completed: **Company Profile**
☐ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☐ Reviewed/Completed: **Local/Authorized Seller Listings**
☐ Reviewed/Completed: **Manufacturer Dealer Designation**
☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded by the Cooperative under this Proposal Invitation any related Cooperative member Purchase Order or construction contract as described in these Terms and Conditions.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" or **"BuyBoard Contract"** means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative;
(d) Purchase Order between a Cooperative member and Vendor; and
(e) Member Construction Contract. (A Purchase Order and/or Member Construction Contract between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order and Member Construction Contract terms shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative Administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Member Construction Contract" means any and all additional written terms, conditions, or instructions, related to construction or construction-related goods or services procured under a Contract awarded pursuant to this Proposal Invitation, which are required by a Cooperative member and accepted by a Vendor. Depending upon the nature of the goods or services and the Cooperative member project for which they are procured, these requirements may include, but are not limited to:

1) Conditions and specifications required by the Cooperative member;
2) Drawings or project plans produced by the Cooperative member; and
3) Change orders or change directives.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

4. Construction and Construction-Related Goods or Services

This Proposal Invitation may include construction or construction-related goods or services, such as the installation of equipment, limited site preparation work, or alterations to existing buildings or facilities, which collectively are referred to in these Terms and Conditions as "construction-related services." It is not the intent of the Cooperative for these Terms and Conditions to represent and reflect the complete agreement between a Cooperative member and a Vendor with respect to a specific procurement for construction-related services under a BuyBoard Contract awarded pursuant to this Proposal Invitation.

A Cooperative member procuring construction-related services under a BuyBoard Contract will likely negotiate and require Vendor to enter into a Member Construction Contract with additional terms that are specific to the Cooperative member's procurement or project. For example, a Cooperative member's architect and/or engineer (selected outside of a BuyBoard Contract) may prepare plans and technical specifications for tasks included in the construction-related services. Additionally, a Cooperative member may require compliance with legal requirements applicable to construction-related services, including certain bonding requirements and prevailing wage requirements. The Member Construction Contract terms as agreed to by the Cooperative member and Vendor become a part of the BuyBoard Contract awarded under this Proposal Invitation, subject to the limitations of Section D.2 (Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements).

Note: As specified in section B.10 (Certain Professional Services Excluded) of these Terms and Conditions, a Contract awarded under this Proposal Invitation does not include architecture, engineering or other services that must be procured in accordance with the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), and therefore a Member Construction Contract entered into with a Vendor pursuant to the BuyBoard Contract may not include such services. To the extent that an Awarded Item includes a construction component that requires architecture or engineering services, a Cooperative member must procure such services outside the BuyBoard Contract through a separate procurement process.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification**, **and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

Proposal pricing must not include the cost of engineering, architectural or other services that are required to be separately obtained by a Cooperative member under the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) or other applicable law.)

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for Member Construction Contracts and ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;
(c) Section D.2, Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.
The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order or Member Construction Contract thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003 ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order or Member Construction Contract thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order or Member Construction Contract thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order or Member Construction Contract thereunder), either:
   (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract) that is in the custody or possession of Vendor; or
   (B) preserve the Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.
Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded
Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal
Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications
The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification
Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;

2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters
Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract, Purchase Order, or Member Construction Contract and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;

11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order and/or Member Construction Contract, as defined in section A.3 (Definitions) and further described in section A.4 (Construction and Construction-Related Goods and Services), for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members and Member Construction Contracts entered into pursuant to this Contract during the

Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

2. Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements
By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating Member Construction Contracts or other additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any Member Construction Contract or other ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any Member Construction Contract or ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any Member Construction Contract or ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any Member Construction Contract or ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any Member Construction Contract or ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order and/or Member Construction Contract issued during the Contract term and afterwards with respect to any Purchase Order and/or Member Construction Contract or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders and/or Member Construction Contracts.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding, and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order or Member Construction Contract, as applicable, at no cost or penalty to the member. If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.

(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.

(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;

(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;

(E) All price increases must be supported by manufacturer price changes or similar market changes; and

(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist
For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates
Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative Administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases
Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited
If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing
Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or provided in the Purchase Order or Member Construction Contract, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice. Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order and/or Member Construction Contract null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications, these Terms and Conditions, and/or any Member Construction Contract, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software, hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders and Member Construction Contracts prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. This form is available to awarded Vendors upon request to the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative Administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices
To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee
Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract, Purchase Order, or Member Construction Contract.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract, a Purchase Order, or a member Construction Contract, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract, Purchase Order, or Member Construction Contract, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim,

the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;
10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract;
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure); or
13) Failing to provide a Cooperative member with a copy of the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members before executing a Member Construction with the member or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first.

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or Member Construction Contract or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract, a Purchase Order, or Member Construction Contract caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures
Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution
The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver
No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence
This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance
Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

APPENDIX I
BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format:	<VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125
Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as Manufacturer Product Number if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50

UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR** Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A
		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumbnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000

Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination
DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/14/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider awarding the Playground Resurfacing Project at Stevenson Park to fun abounds, inc., through BuyBoard Contract No. 781-25.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to approve the proposal from and award a contract to fun abounds, inc., for the Playground Resurfacing Project at Stevenson Park, to be funded by Capital Maintenance Funds. Attached is the quote from Fun Abounds in the amount of $189,605 along with a Supplemental Agreement and BuyBoard Contract No. 781-25. The City is requesting that the full amount be allocated from the Capital Maintenance Funds.

The improvements being made to Stevenson Park include the Turf and Swings Areas being converted to bonded rubber surfacing as well as installation of drainage for the Turf Area.

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Supplemental Agreement 05112026
2. Bond No 101874552
3. Government Code Verification Form
4. Est 13883_Turf Area & Swings Area with Bonded Rubber (Opt. 3) 4.30.26
5. fun abounds's BuyBoard Award
6. BuyBoard's Original Proposal Invitation - No. 781-25
7. COI - City of Friendswood - 2026-2027
8. Form 1295

SUPPLEMENTAL AGREEMENT BETWEEN CITY AND CONTRACTOR FOR BUYBOARD CONTRACT #781-25

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Supplemental Agreement (the "Contract") is entered into by and between the City of Friendswood (the "City") and fun abounds inc. (the "Contract") for the Playground Resurfacing at Stevenson Park, located at 1100 S Friendswood Dr., Friendswood, Texas 77546 (the "Project").

1. **SCOPE OF WORK:** This scope of work for the Project shall entail the purchase and installation of the items described below in accordance with the plans and specifications approved by the City, including all materials, equipment, freight, delivery, installation, labor, supervision, travel, mileage, dumpster, haul off, disposal, cleanup, and any other related costs to complete the Project. The Project includes, but is not limited to, the following:

Item	Description	Quantity	Unit Price	Total Price
Turf Playground Area				
Removal	Removal of Existing Surfacing ➢ Removal of Damaged Turf ➢ Base Rock ➢ Drainage	1	$32,667.00	$32,667.00
Concrete Border	Install 128 linear ft. surface flush concrete borders	1	$8,878.00	$8,878.00
Installation	Removal of Existing rocker and installation of new turtle rocker	1	$500.00	$500.00
Swings Playground Area				
Removal	Removal of Existing Surfacing Equipment ➢ Remove Existing EWF 3,063 sf. ➢ Remove of Plastic Borders ➢ Remove and Reinstall Equipment at new height	1	$23,959.00	$23,959.00
Excavation Concrete Drainage Compacted Aggregate	➢ Excavation of 3,100 sf. 8" ➢ Install surface flush concrete border with sidewalk connection ➢ Installation of 215 ft. drainage Compacted Stone Aggregate Base; approx. 4" thick	1 1 1 1	$10,380.00 $13,294.00 $10.523.00 $10.016.00	$10,380.00 $13,294.00 $10.523.00 $10.016.00
Safety Surfacing				
Bonded Rubber	Provide install a total of 6,223 SF of Bonded Rubber Mulch safety surfacing. ➢ Swings Area: 3,063 sq. ft. w/8' fall ➢ Turf Area: 3,160 sq. ft. (1,028 sq. ft. w/4' fall and 2,132 sq. ft. w/8' fall) ➢ 4.0 thickness is rated for a max. fall height of 8'-0 ➢ Color Mix: Brown, Red, Brown, and Yellow	1	$79,888.00	$79,888.00
Miscellaneous				
Discount	Discount for removal and installation of Rocker		($500.00)	($500.00)
Bonds	Performance and Payment Bonds	1	$3,195.00	$3,195.00
Total				**$192,800.00**

Upon completion of the Project and acceptance of the Project by the City Council, the City shall pay the Contractor an amount of ONE HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($192,800.00) (the "Contract Price") pursuant to BuyBoard Contract #781-25.

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) Payment and Performance Bonds,
e) BuyBoard Contract #781-25, and
f) Contractor's Proposal

No amendments to this Contract shall be effective and binding until it is 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 Project.

3. **CITY'S REPRESENTATIVE:** The Project shall be administered by the City's Director of Parks and Recreation (the "City's Representative") , having rights and authority assigned in the Contract Documents.

4. **COMMENCEMENT AND COMPLETION OF WORK:** Once the bonds 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 Project will be completed within thirty (30) calendar days of the notice to proceed (the "Contract Time"). No work will be allowed on Sundays. 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 Payment Amount 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 one (1) Application for Payment at completion and acceptance of the Project. Upon final completion of the Project and acceptance 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. No other finance charge or late payment fee shall be assessed against the City under this Contract

8. **OBSERVATIONS, INSPECTIONS, TESTS:**

a) The City reserves the right to enter the property by such employee(s) or agent(s) as it may elect for the purpose of 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

property. The City shall have the right to enter the property or location of the work 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. Such notice shall be provided to the City at least forty-eight (48) hours in advance, and the Contractor 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 workday, 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, Project, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or finishing of the Project.

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 finishing of the Project, and the Contractor assumes the risk of such subsurface and physical conditions, and shall finish the Project at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and 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 Project 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 the least expensive alternative shall prevail.

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 Project is not completed within the times specified in Section 4 above, plus any extensions thereof allowed in accordance with Section 14 of this Contract. The City and the Contractor also recognize the delays, expense, and difficulties involved in proving in a legal preceding the actual loss suffered by the City if the Project 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.

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 WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS

CONTRACT.

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 subconsultants.

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 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 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.
(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 seven (7) calendar days of any act or incident that the Contractor reasonably believes may justify an extension of time for final completion, the Contractor may apply in writing for an extension of such time, submitting therewith all written justification as may be required by the City. Thereafter, the City's Representative, within seven (7) calendar days after receipt of a written request for an extension of time from the Contractor, which is supported by all requested documentation, shall then grant or deny such written request; provided that the request for an extension is not based upon weather conditions. Should an extension be requested within the seven (7) calendar-day period based upon weather conditions, the City's Representative shall grant or deny such a written request upon Final Completion of the Project 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 any 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 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 Payment Amount may be made by the City.

c) If the Contractor does not remove or replace any rejected work within the time specified in subsection (a) hereof, then the City or the City's Representative may have the work removed, replaced or repaired at the Contractor's expense.

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 the Project 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. <u>WITHHOLD PAYMENT AND CONTRACTOR'S PAYMENT</u>: 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, including adjacent property owners;

e) Reasonable doubt, as determined at the sole discretion of the City, that the work can be completed for the unpaid balance of the Contract amount;

f) Reasonable indication, as determined at the sole discretion of the City, that the work will not be completed within the Contract time;

g) Liquidated damages and administrative charges, as determined by the City at its sole discretion;

h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property;

i) Claims filed or reasonable evidence as determined at the sole discretion of the City indicating unremedied damage to property owned by the City; or

j) Other amounts authorized under this 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 therefore unless expressly stated otherwise. Payments required by Contractor and/or its surety that are not timely made shall accrue interest at a rate of one percent per month.

22. <u>CHARGES FOR INJURY OR REPAIRS</u>:

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

b) **Injury**. The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors

of America except where incompatible with federal, state, or municipal laws or regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent Contractor.

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 performance and payment bonds in the sum of one hundred percent (100%) of the Contract Price, in such forms as the City shall approve for this purpose. It is agreed that this Contract shall not be in effect until such bond is 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 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 of the public and convenience of traffic shall be regarded as prime importance during construction.

a) During normal construction, the Contractor shall not hinder or inconvenience travel of streets or intersecting alleys for more than two blocks at any one time. The Contractor shall use warning signs as necessary to adequately protect the public. If the City or other appropriate entity approves a street closure, the Contractor shall furnish and maintain at each end of the closed section, at all intersecting streets within the section, and

in all intersecting streets at a distance of one block on each side of the work, properly worded signs and barricades announcing the closure to the public. The Contractor shall not be allowed to start any operation that will close a street or streets until the required barricades are in place. Barricades and warning signs shall meet the specifications as shown in the plans and/or specifications. Warning lights shall be kept burning from sunset to sunrise. When a street is to be closed, the Contractor must notify the City's Engineering and Public Works Departments forty-eight (48) hours in advance of the closure.

b) The Contractor shall remove, as soon as practicable, accumulated rubbish, surplus dirt, etc., from the construction site.

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

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

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

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 jobsite and to exercise all rights, options and privileges of the Contractor under its subcontracts, purchase orders or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to the City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor will reimburse the City for all costs incurred by the City's Representative, (including, without limitation, applicable, general and administrative expenses, and field overhead, and the cost of necessary equipment, materials and field labor) in correcting work by the Contractor that fails to meet the requirements of the Contract Documents.

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

a) Stop the work on the date and to the extent specified in the notice of termination;

b) Place no further orders or subcontracts for services, equipment, or material, except as may be necessary for completion of such portion of the work as is not terminated;

c) Immediately terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;

d) Assign to the City, in the manner and to the extent directed by it, all of the 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 Payment Amount to reflect the reduction in the work. Costs incurred after the effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out the unterminated portion or taking 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's Representative for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective. If, for whatever reason, this 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 said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said Contractor, and expenses 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 said Contractor and/or its surety hereby waives any and all privileges, rights, and claims to receive the difference. In case such expense is greater than the sum which would have been payable under this

Contract, if the same had been completed by said Contractor, then the Contractor and/or its surety shall, within seven (7) calendar days, pay the amount of such excess to the City.

b) The City, under sealed bids, after notice published as required by law at least twice in a newspaper having general circulation in the City, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this 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) Terms used in this Contract will have the meanings indicated in Section 2 of the City's General Conditions.

b) 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.

c) The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

d) The Contractor agrees to warranty the work for a period of one (1) year from Substantial Completion against defects in materials and workmanship. The Contractor agrees to repair or replace any defective work within this warranty period immediately unless such repairs require 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.

e) 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.

f) 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.

g) 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.

h) 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.

i) 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.

j) 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.

k) 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 consultants, 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.

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

m) The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.

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

o) 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.

p) 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 corporations and/or business entities.

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

r) The Contractor may not assign or otherwise transfer this Contract or any rights or obligations hereunder without the prior written consent of the City.

s) This Contract shall inure to the benefit of and be binding upon the Contractor and its successors and assigns.

t) 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the_____day of June, 2026, 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

fun abounds, inc.

_____
(Signature)

Leigh Walden
(Printed Name)

President
(Title)

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me on this day personally appeared Leigh Walden, in his/her capacity as president of fun abounds, inc., on behalf of such business entity,

X 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 12 day of May, 2026.

Ellie Mason
Notary Public in and for the State of Texas
My commission expires: 04/14/29

Ellie Mason
My Commission Expires
4/14/2029
Notary ID 133036711

fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
4/30/2026	13883

Oz Estrada
Playground Specialist
Southern Houston & East Texas
oz@fabplaygrounds.com
832-808-1537

We are pleased to provide this estimate for

City of Friendswood
Accounts Payable
P O Box 1288
Friendswood, TX 77549-1288

Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Stevenson Park P...

Item	Description	Qty	Rate	Total
	STEVENSON PARK: PLAYGROUND RESURFACING (OPTION 3)			
BuyBoard Number	BuyBoard 781-25		0.00	0.00
	TURF PLAYGROUND AREA			
Removal	Removal of Existing Surfacing - Removal of Damaged Turf - Base Rock - Drainage	1	32,667.00	32,667.00
Concrete Border	Install 128 linear ft. surface flush concrete borders	1	8,878.00	8,878.00
Installation	Removal of existing rocker and installation of new turtle rocker	1	500.00	500.00
	SWINGS PLAYGROUND AREA			

Thank you for allowing us to submit this proposal.

Subtotal	
Sales Tax..	
Total	

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #20-2-11596

Signature

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!

Estimate

Date	Estimate #
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City of Friendswood
Accounts Payable
P O Box 1288
Friendswood, TX 77549-1288

Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Stevenson Park P...

Item	Description	Qty	Rate	Total
Removal	Removal of Existing Surfacing & Equipment - Remove Existing EWF 3,063 sf. - Remove of Plastic Borders - Remove and Reinstall Equipment at new height	1	23,959.00	23,959.00
Excavation	Excavation of 3,100 sf. 8"	1	10,380.00	10,380.00
Concrete	Install surface flush concrete border with sidewalk connection	1	13,294.00	13,294.00
Drainage	Installation of 215 ft. drainage	1	10,523.00	10,523.00
Compacted Aggregate	Compacted Stone Aggregate Base; approx. 4" thick SAFETY SURFACING	1	10,016.00	10,016.00

Thank you for allowing us to submit this proposal.

Subtotal

Sales Tax..

Total

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
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City of Friendswood
Accounts Payable
P O Box 1288
Friendswood, TX 77549-1288

Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Stevenson Park P...

Item	Description	Qty	Rate	Total
Bonded Rubber	Provide & install a total of 6,223 SF of Bonded Rubber Mulch safety surfacing. - Swings Area: 3,063 sq. ft. w/8' fall - Turf Area: 3,160 sq. ft. (1,028 sq. ft. w/4' fall and 2,132 sq. ft. w/8' fall) - 4.0" thickness is rated for a max. fall height of 8'-0" - Color Mix: Brown, Red, Brown, and Yellow	1	79,888.00	79,888.00
Discount	Discount for removal and installation of rocker		-500.00	-500.00
Bonds	Performance and Labor Bonds	1	3,195.00	3,195.00
Poured In Place Notes	Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during the installation process, curing time and after the installation is complete.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

Sales Tax..

Total

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #20-2-11596

Signature

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!

fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
4/30/2026	13883

Oz Estrada
Playground Specialist
Southern Houston & East Texas
oz@fabplaygrounds.com
832-808-1537

We are pleased to provide this estimate for

City of Friendswood
Accounts Payable
P O Box 1288
Friendswood, TX 77549-1288

Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Stevenson Park P...

Item	Description	Qty	Rate	Total
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after an order has been received, a minimum of 5% restocking to full replacement pricing of item will be required. Price valid for 30 days.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3.10% service fee.		0.00	0.00
Single Mobilization	This quote is based on single mobilization by each trade. Should additional mobilizations be required there may be additional charges.		0.00	0.00
Site Access	If site access is restricted in any way there could be an additional charge.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

Sales Tax..

Total

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

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Item	Description	Qty	Rate	Total
Nondisclosed underground	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility. We HIGHLY recommend a private locate service scan the site BEFORE we arrive on site.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

Sales Tax..

Total

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Item	Description	Qty	Rate	Total
Force Majeure	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease, contagion, strikes, or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be re-assessed.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

Sales Tax..

Total

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
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Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Stevenson Park P...

Item	Description	Qty	Rate	Total
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal	$192,800.00
Sales Tax..	$0.00
Total	$192,800.00

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #20-2-11596

Signature _____

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

**Responding vendors must read all sections of this Proposal Invitation carefully.
Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.**

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 781-25 for Parks and Recreation Equipment, Products, and Installation Services must be received** *on or before 4:00 PM May 1, 2025,* either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative

Attn: TASB Asst. Division Director, Cooperative Procurement

12007 Research Blvd.

Austin, TX 78759

E-Mail: bids@buyboard.com

PROPOSAL INVITATION NO. 781-25

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- ***VENDOR INFORMATION*** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- ***PROPOSAL SPECIFICATIONS –*** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- *PROPOSAL DOCUMENTS* - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- *PROPOSAL SUBMISSION* - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form ***at least five (5) business days prior to the Proposal Due Date.***

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD. Paper copies will NOT be accepted*.

- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**

- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: *The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.*

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

GENERAL INFORMATION

Proposal Invitation No. 781-25 – Parks and Recreation Equipment, Products, and Installation Services

Please make sure that you have reviewed and completed all sections of this Proposal Invitation.

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Parks and Recreation Equipment, Products, and Installation Services that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and a not-to-exceed hourly labor rate for installation and repair of parks and recreation supplies, materials and equipment. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from October 1, 2025, through September 30, 2026, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $212,204,378*;* however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative Administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION

A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website. To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at https://www.buyboard.com/Vendor/Resources.aspx. An awarded Vendor that sells construction-related goods or services to a Cooperative member under a Contract awarded pursuant to this Proposal Invitation must provide the Cooperative member with a copy of the Advisory before executing a Member Construction Contract (as defined in the General Terms and Conditions associated with this Proposal Invitation) or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first. By the Construction Related Goods and Services Affirmation form in the Proposal Forms, Proposer agrees that, if awarded a Contract, Proposer will comply with this and other Advisory requirements in connection with the sale of construction-related goods or services to Cooperative members under the Contract award.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance/EDGAR)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Parks and Recreation Equipment, Products, and Installation Services	**Proposal Due Date/Opening Date and Time** May 1, 2025, at 4:00 PM
Proposal Invitation Number 781-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term October 1, 2025, through September 30, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** July 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer ***must initial in the bottom right corner of each page*** **where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: _____

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or 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. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: _____

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: _____

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: _____

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information:_____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree. **Initial: _____**

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR 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.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

---

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

---

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

---

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

_____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

_____

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

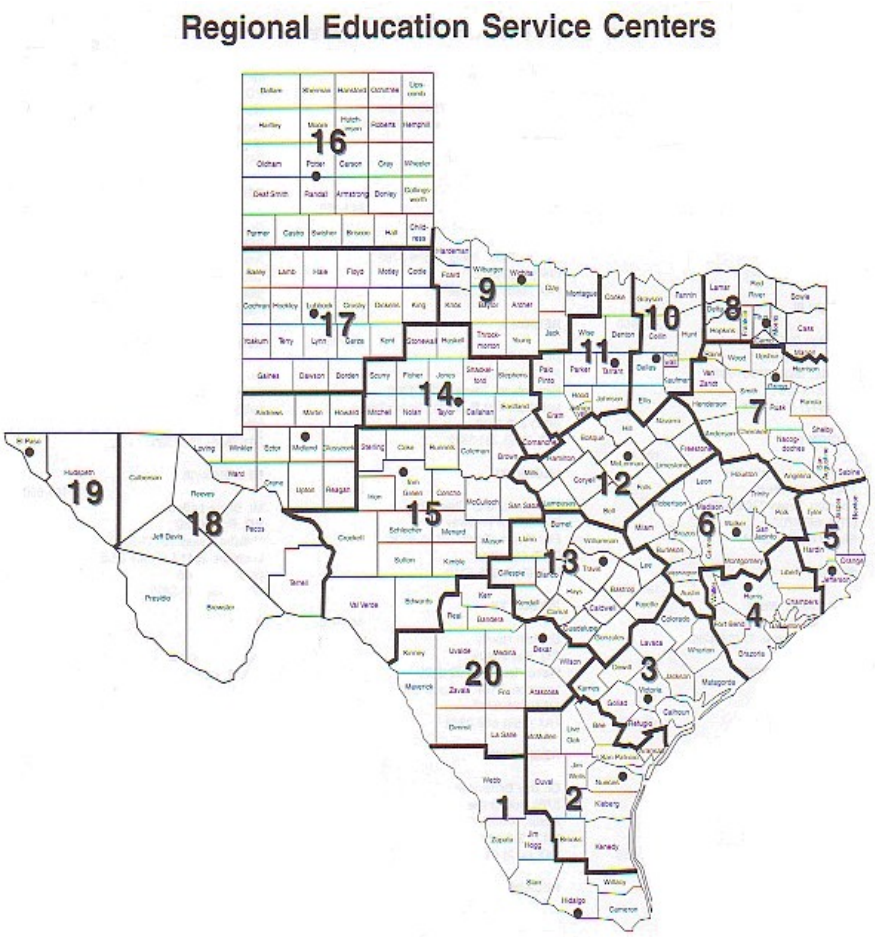
Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** *at least five (5) business days prior to the Proposal Due Date.)* ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Printed Name of Authorized Company Official

Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

_____

_____

_____

_____

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

_____

_____

_____

_____

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

_____

_____

_____

_____

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

_____

_____

_____

_____

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

_____

_____

_____

_____

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

_____

_____

_____

_____

_____

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

_____

_____

_____

_____

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

_____

_____

_____

_____

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract.

_____

_____

_____

_____

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted***.

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:
1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Section I: Park Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
2. Discount (%) off catalog/pricelist for **Park and Playground Sports Equipment.**
3. Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).
4. Discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories.**
5. Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products.**
6. Discount (%) off catalog/pricelist for **Park and Playground Bikes.**
7. Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations.**
8. Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories.**
9. Discount (%) off catalog/pricelist for **Bicycle and Skate Park Products, Attachments, and Accessories.**
10. Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories.**
11. Discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment).
12. Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories.**
13. Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories.**
14. Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings, and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings).
15. Discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics).
17. Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members).
18. Discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.**

Section II: Repair/Replacement Parts

19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32**.

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Section III: Installation and Repair Service for Park and Playground Equipment and Products -

20. **Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products** – Not to Exceed labor rate for Installation/Repair Service of Equipment and Products.
21. Discount Percentage (%) off the **Service Rate for Assembly and Installation of Park and Playground Equipment and Products** – *Vendors that DO NOT offer assembly and installation services based on an hourly labor rate, as listed in Line No. 20 of this proposal invitation, shall propose a discount percentage off to be applied to the vendor's total cost for the professional assembly and installation services calculated rate.*
22. **Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
23. **Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
24. **Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
25. **Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
26. **Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
27. **Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
28. **Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
29. **Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
30. **Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
31. **Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
32. **Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☐ Reviewed/Completed: **Proposal Acknowledgements**
☐ Reviewed/Completed: **Felony Conviction Disclosure**
☐ Reviewed/Completed: **Resident/Nonresident Certification**
☐ Reviewed/Completed: **Debarment Certification**
☐ Reviewed/Completed: **Vendor Employment Certification**
☐ Reviewed/Completed: **No Boycott Verification**
☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☐ Reviewed/Completed: **Historically Underutilized Business Certification**
☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☐ Reviewed/Completed: **Deviation and Compliance**
☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☐ Reviewed/Completed: **Confidential/Proprietary Information**
☐ Reviewed/Completed: **EDGAR Vendor Certification**
☐ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☐ Reviewed/Completed: **Vendor Business Name**
☐ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☐ Reviewed/Completed: **Governmental References**
☐ Reviewed/Completed: **Company Profile**
☐ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☐ Reviewed/Completed: **Local/Authorized Seller Listings**
☐ Reviewed/Completed: **Manufacturer Dealer Designation**
☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Proposal Specifications** with Discount *(%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered* **and Manufacturer Authorization Letters**.

GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded by the Cooperative under this Proposal Invitation any related Cooperative member Purchase Order or construction contract as described in these Terms and Conditions.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" or **"BuyBoard Contract"** means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative;
(d) Purchase Order between a Cooperative member and Vendor; and
(e) Member Construction Contract. (A Purchase Order and/or Member Construction Contract between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order and Member Construction Contract terms shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative Administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Member Construction Contract" means any and all additional written terms, conditions, or instructions, related to construction or construction-related goods or services procured under a Contract awarded pursuant to this Proposal Invitation, which are required by a Cooperative member and accepted by a Vendor. Depending upon the nature of the goods or services and the Cooperative member project for which they are procured, these requirements may include, but are not limited to:

1) Conditions and specifications required by the Cooperative member;
2) Drawings or project plans produced by the Cooperative member; and
3) Change orders or change directives.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

4. Construction and Construction-Related Goods or Services

This Proposal Invitation may include construction or construction-related goods or services, such as the installation of equipment, limited site preparation work, or alterations to existing buildings or facilities, which collectively are referred to in these Terms and Conditions as "construction-related services." It is not the intent of the Cooperative for these Terms and Conditions to represent and reflect the complete agreement between a Cooperative member and a Vendor with respect to a specific procurement for construction-related services under a BuyBoard Contract awarded pursuant to this Proposal Invitation.

A Cooperative member procuring construction-related services under a BuyBoard Contract will likely negotiate and require Vendor to enter into a Member Construction Contract with additional terms that are specific to the Cooperative member's procurement or project. For example, a Cooperative member's architect and/or engineer (selected outside of a BuyBoard Contract) may prepare plans and technical specifications for tasks included in the construction-related services. Additionally, a Cooperative member may require compliance with legal requirements applicable to construction-related services, including certain bonding requirements and prevailing wage requirements. The Member Construction Contract terms as agreed to by the Cooperative member and Vendor become a part of the BuyBoard Contract awarded under this Proposal Invitation, subject to the limitations of Section D.2 (Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements).

Note: As specified in section B.10 (Certain Professional Services Excluded) of these Terms and Conditions, a Contract awarded under this Proposal Invitation does not include architecture, engineering or other services that must be procured in accordance with the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), and therefore a Member Construction Contract entered into with a Vendor pursuant to the BuyBoard Contract may not include such services. To the extent that an Awarded Item includes a construction component that requires architecture or engineering services, a Cooperative member must procure such services outside the BuyBoard Contract through a separate procurement process.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification**, **and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

Proposal pricing must not include the cost of engineering, architectural or other services that are required to be separately obtained by a Cooperative member under the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) or other applicable law.)

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for Member Construction Contracts and ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;
(c) Section D.2, Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.
The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order or Member Construction Contract thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003 ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order or Member Construction Contract thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order or Member Construction Contract thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order or Member Construction Contract thereunder), either:
   (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract) that is in the custody or possession of Vendor; or
   (B) preserve the Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.
Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded
Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal
Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications
The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification
Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;

2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters
Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract, Purchase Order, or Member Construction Contract and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;

11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order and/or Member Construction Contract, as defined in section A.3 (Definitions) and further described in section A.4 (Construction and Construction-Related Goods and Services), for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members and Member Construction Contracts entered into pursuant to this Contract during the

Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

2. Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements
By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating Member Construction Contracts or other additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any Member Construction Contract or other ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any Member Construction Contract or ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any Member Construction Contract or ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any Member Construction Contract or ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any Member Construction Contract or ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order and/or Member Construction Contract issued during the Contract term and afterwards with respect to any Purchase Order and/or Member Construction Contract or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders and/or Member Construction Contracts.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding, and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order or Member Construction Contract, as applicable, at no cost or penalty to the member. If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.

(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.

(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;

(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;

(E) All price increases must be supported by manufacturer price changes or similar market changes; and

(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist
For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates
Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative Administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases
Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited
If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing
Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or provided in the Purchase Order or Member Construction Contract, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice. Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order and/or Member Construction Contract null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications, these Terms and Conditions, and/or any Member Construction Contract, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software, hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders and Member Construction Contracts prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. This form is available to awarded Vendors upon request to the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative Administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices
To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee
Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract, Purchase Order, or Member Construction Contract.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract, a Purchase Order, or a member Construction Contract, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract, Purchase Order, or Member Construction Contract, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim,

the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;
10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract;
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure); or
13) Failing to provide a Cooperative member with a copy of the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members before executing a Member Construction with the member or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first.

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or Member Construction Contract or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract, a Purchase Order, or Member Construction Contract caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures
Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution
The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver
No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence
This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance
Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

APPENDIX I
BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125
Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as Manufacturer Product Number if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50

UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR** Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A
		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumbnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000

Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination
DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

San Antonio Express - News
Attn: Advertising AR Department
4747 Southwest Freeway
Houston, TX 77027

TEXAS ASSN OF SCHOOL BOARDS
12007 RESEARCH BLVD
COOPERATIVE PURCHASING OFF
AUSTIN, TX, 78759

34367352

San Antonio Express - News
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba: San Antonio Express - News, a newspaper published in COUNTY OF BEXAR County, Texas and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34367352	SAE Express-News	01/29/25
20000624	TEXAS ASSN OF SCHOOL BOARDS	34367352	SAE Express-News	02/05/25

Newspaper Representative Signature

Tamika Perry
Newspaper Representative Printed Name

Sworn and subscribed to before me, this 5th day of February A.D. 2025.

VERONICA MARIE TYRONE NOTARY PUBLIC STATE OF TEXAS ID 7163357 EXP. 02-10-2028

Veronica Tyrone
Notary Public in and for the State of Texas

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

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LOCALiQ
Austin American-Statesman
Amarillo Globe-News
Lubbock Avalanche-Journal

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Avalanche-Journal, a daily newspaper of general circulation in the counties of: Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Motley, Terry and Yoakum, Texas; printed and published in Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

01/29/2025, 02/05/2025

Sworn to and subscribed before on 02/05/2025

Legal Clerk

Notary, State of WI, County of Brown

2/4/28

My commission expires

Publication Cost:	$734.00	
Tax Amount:	$0.00	
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Order No:	10974482	# of Copies:
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KEEGAN MORAN
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State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative
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NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

AFFIDAVIT OF PUBLICATION

Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

01/29/2025, 02/05/2025

and that the fees charged are legal.
Sworn to and subscribed before on 02/05/2025

Legal Clerk

Notary, State of WI, County of Brown

2/4/28

My commission expires

Publication Cost:	$115.00	
Tax Amount:	$0.00	
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KEEGAN MORAN
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State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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NOTE: Proposal Invitations will be available at www.vendor.buyboard.com . The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing

January 29, February 5,2025 10972851

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Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The San Angelo Standard-Times, a newspaper published in the city of San Angelo, Tom Green County, State of Texas, and of general circulation in the following counties: Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

01/29/2025, 02/05/2025

and that the fees charged are legal.
Sworn to and subscribed before on 02/05/2025

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$987.36	
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State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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LOCALiQ

Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 01/29/2025, 02/05/2025

and that the fees charged are legal.
Sworn to and subscribed before on 02/05/2025

D. Roberts

Legal Clerk

Notary, State of WI, County of Brown

9.19.25

My commission expires

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January 29,February 5,2025
10974339

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Texas/New Mexico
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PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Corpus Christi Caller-Times, a newspaper published in the city of Corpus Christi, Nueces County, State of Texas, generally circulated in Aransas, Bee, Brooks, Duval, Jim Hogg, Jim Wells, Kleberg, Live Oak, Nueces, Refugio, and San Patricio Counties, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

01/29/2025, 02/05/2025

and that the fees charged are legal.
Sworn to and subscribed before on 02/05/2025

Legal Clerk Vicky Felty

Notary, State of WI, County of Brown
9.19.25

My commission expires

Publication Cost:	$890.28
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NOTE: Proposal invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The El Paso Times, a newspaper published in the city of El Paso, El Paso County, State of Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

01/29/2025, 02/05/2025

and that the fees charged are legal.
Sworn to and subscribed before on 02/05/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$914.84	
Tax Amount:	$0.00	
Payment Cost:	$914.84	
Order No:	10974311	# of Copies:
Customer No:	1360212	1
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VICKY FELTY
Notary Public
State of Wisconsin

January 23, 2025
From: Ava Benford
Texas Association of School Boards
Cooperative Purchasing Office
12007 Research Blvd. Austin, TX, 78759
Phone: 800-695-2919
Email:
ava.benford@tasb.org
Please run the proposal advertisement as follows:
Texas Association of School Boards-Local Government Purchasing Cooperative
Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date
776-25 Sewer Inspection and Cleaning Products, 3/20/2025 4:00 PM, 10/1/2025 to 9/30/2028
777-25 Scoreboards, Signage and Digital Display Products and Installation Services, 3/27/2025 4:00 PM, 10/1/2025 to 9/30/2028
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The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.
1/29, 2/5/2025

LOCALiQ
Austin American-Statesman
Amarillo Globe-News
Lubbock Avalanche-Journal

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Amarillo Globe-News is a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

01/29/2025, 02/05/2025

Sworn to and subscribed before on 02/05/2025

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	$782.00	
Tax Amount:	$0.00	
Payment Cost:	$782.00	
Order No:	10972836	# of Copies:
Customer No:	1360212	1
PO #:		

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MARIAH VERHAGEN
Notary Public
State of Wisconsin

Texas Association of School Boards-
Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

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NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Texas Association Of School Boards
Texas Association Of School Boards
12007 Research Blvd.
Austin TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

The Abilene Reporter-News, a newspaper published in the city of Abilene, Taylor and Jones County, generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

01/29/2025, 02/05/2025

and that the fees charged are legal.
Sworn to and subscribed before on 02/05/2025

Legal Clerk

Notary, State of WI, County of Brown

9.19.25

My commission expires

Publication Cost:	$980.72	
Tax Amount:	$0.00	
Payment Cost:	$980.72	
Order No:	10972929	# of Copies:
Customer No:	1352662	1
PO #:	ARN Legal Notice	

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VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Times Record News, a newspaper published in the city of Wichita Falls with circulation in Wichita County, State of Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

01/29/2025, 02/05/2025

and that the fees charged are legal.
Sworn to and subscribed before on 02/05/2025

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$1243.40	
Tax Amount:	$0.00	
Payment Cost:	$1243.40	
Order No:	10972899	# of Copies:
Customer No:	1360212	0
PO #:		

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NANCY HEYRMAN
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/05/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Master Services Agreement with Aoka LLC, for plan review and inspection services through the BuyBoard, Contract No. 782-25.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The proposed Master Services Agreement specifies the terms and conditions by which Aoka LLC, will perform plan review and inspections services for and on behalf of the City of Friendswood. This agreement will be used for the new construction at the Friendswood City Center Project, excluding the front five (5) retail centers. AOKA will perform the plan reviews and inspections for the proposed theater, hotel, mixed-use buildings, and medical office buildings. The cost of the services will be paid from permit fees collected by the City for such plan reviews and inspections.

BuyBoard Contract number is 782-25

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Aoka - Friendswood, TX - Master Services Agreement (5-21-26)FINAL
2. AOKA -Statement Of Qualifications
3. Aoka - Auto COI - Friendswood, TX
4. Aoka - GL COI - Friendswood, TX - Additional Insured
5. Aoka - Texas Government Code Verification - Friendswood, TX
6. Aoka - Form 1295



Master Services Agreement for The City of Friendswood, TX

AOKA

BuyBoard Contract 782-25

BuyBoard

FRIENDSWOOD TEXAS

Prepared for

Morad Kabiri
City Manager

Cover Letter



Morad Kabiri
City Manager
City of Friendswood

Mr Kabiri,

Aoka is pleased to present our Master Services Agreement for building department services to the City of Friendswood. Our staff have a minimum of ten (10) years of experience and include twelve (12) ICC certified MCPs, TSBPE licensed plumbing inspectors, and other ICC certified professionals. Aoka can perform plan review and inspection services in accordance with all building codes and amendments adopted by City of Friendswood. Aoka also provides other building department services, including instruction of several ICC Certified training courses.

We excel at leveraging technology and providing completely digital plan review services, for timeliness and efficiency. We are experienced in integrating with all major municipal software systems and, we also offer our VertexPlans (TM) file sharing platform for quick and easy file submission and retrieval. Our clients have found these offerings save time and reduce expenses for their jurisdiction and the citizens they serve, while also improving their overall customer service.

We perform services for commercial, single-family residential, multi-family residential, and industrial projects in numerous municipalities throughout the State of Texas and the United States. We hope to add City of Friendswood to our list of highly satisfied clients.

At Aoka, we value high-quality customer service, timely job completion, quality work, and cost-competitive solutions. When you choose Aoka you will receive:

- Outstanding customer service and communication
- Licensed, certified, and experienced professional team members
- Technology driven processes – ensuring timely, accurate, and efficient project completion
- Industry leading turnaround times
- Detailed and thorough digital record generation, and delivery
- Cost-effective and unrivaled quality performance

Sincerely,

Ganesh Chapagain
CEO
713-962-0889
ganesh@aokaengineering.com

Rocky Rodriguez
Business Development Manager
214-395-6535
rocky@aokaengineering.com

BuyBoard Contract 782-25

BuyBoard

Master Service Agreement

This AGREEMENT is made between the City of Friendswood, a political subdivision of the state of Texas, herein "City" and Aoka LLC, herein "Aoka".

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK: City engages Aoka to provide services as set forth in Exhibit "A" attached hereto.

2. LICENSES: Aoka possesses the skill and experience necessary; and all qualified personnel and licenses required to perform the services under this agreement. Aoka further agrees to comply with all applicable laws in the performance of the services hereunder.

3. PAYMENT: City agrees to pay Aoka for their services rendered under this Agreement an amount as set forth in Exhibit "B" attached hereto.

4. TERMS OF PAYMENT: Aoka will bill the City once a month. All invoices are due within 30 days of receipt of services or receipt of an invoice, whichever is later, and interest shall accrue at the rate specified in Section 2251.025 of the Texas Government Code, per month from the date of delinquency. Failure to pay any invoice within the time required shall constitute a material breach of this Agreement.

5. RIGHT OF CONTROL: City agrees that it will have no right to control or direct the details, manners, or means by which Aoka accomplishes the results of the services performed hereunder. Aoka will be available during normal business hours *(Monday - Friday, from 8AM-5PM CST)* and will observe the same holidays as the City. Aoka agrees, however, that Aoka's other contracts or services shall not interfere with the performance of its services under this Agreement.

6. RELATIONSHIP: Aoka is an independent contractor and is not an employee, servant, agent, partner, or joint venture of the City. Aoka is not eligible for, and shall not participate in, any employee pension, health, or other benefit plans provided by the City.

7. FEDERAL, STATE AND LOCAL PAYROLL TAXES: Neither federal, state, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Aoka or the employees of Aoka.

8. INSURANCE: Aoka, at its own expense, shall procure and maintain the following insurance policies for the duration of the contract and must provide a Certificate of Insurance evidencing these coverages prior to the City executing this agreement. Aoka must provide a waiver of subrogation in favor of the City, on the Worker's Compensation and General Liability policies. An updated certificate shall be kept on file at all times during the term of the Agreement:

- Worker's Compensation: Aoka currently maintains worker's compensation and employer's liability insurance in the amount:
  - **Each accident:** $1,000,000.00
  - **Disease each employee:** $1,000,000.00
- General Liability: Aoka currently maintains commercial general liability insurance, listing the City as an additional insured in the amount of:
  - **Per occurrence:** $2,000,000.00
  - **Aggregate:** $2,000,000.00
- Errors and Omission: Aoka currently maintains errors and omission insurance in the amount:
  - **Per occurrence:** $1,000,000.00
  - **Aggregate:** $2,000,000.00

Master Service Agreement

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: Aoka shall supply, at its sole expense, all equipment tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract shall become effective on the date it is fully executed by both parties, as indicated by the latest date of signature below, unless otherwise agreed to in writing. The agreement shall remain in effect until terminated by either party with at least 30 days written notice. Upon termination, the City shall pay Aoka for services performed up to the date of termination.

11. WAIVER: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

12. NON-SOLICITATION: The City agrees in good faith that for the term of this Agreement and one year after the termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of Aoka or any former employee of Aoka who left Aoka within the six months prior to and including the date of the execution of this Agreement.

13. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Texas, whereas the venue for all purposes shall lie in Galveston County, Texas. All claims, disputes, or matter in question arising out of, or relating to, this agreement or any breach thereof, including but not limited to dispute shall be submitted to non-binding mediation before initiation of legal proceedings. City and Aoka agree to submit all disputes and claim that arise out of or that relate to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement to a non-binding mediation jointly selected by the City and Aoka prior to initiating a lawsuit. In the event of any such dispute or claim, the parties agree to mediate the dispute or claim within 30 days of a written notice to the City or Aoka of such a claim or dispute. The parties shall mutually agree upon the mediator, and the parties shall bear one-half of the cost of the mediation and shall bear the cost of their own attorney fees.

14. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

City of Friendswood, Texas

Signature: _____

Date: _____

Print Name: _____

Title: _____

Aoka, LLC

Signature: _____

Date: _____

Print Name: _____

Title: _____

Attachments:
Exhibit A (Scope of Services)
Exhibit B (Fee Schedule)

BuyBoard Contract 782-25

EXHIBIT A (Scope of Services)

Building Plan Review

All plans are eligible for electronic submission. The process is as follows:

- The city intakes the permit application with design documents.
- The project is submitted to us through the city's own system or through an easy upload to Aoka's website.
- Aoka's project manager is notified as soon as the city uploads the design documents.
- The project manager will assign the project to one or multiple relevant plan examiners.
- The plan examiners will review the design documents to ensure compliance with all model building codes adopted by the State of Texas and all local ordinances.
- The plan examiners upload their plan check report according to the direction of the city, either on the city's system or on Aoka's digital platform, which can be accessed by the city in real time.
- The project manager will review the plan check report to ensure quality.
- The city will be notified by email as soon as the plan examination and quality review is completed.
- The city will be able to access the plan check reports prepared by the plans examiner which can be distributed to the permit applicant. Transparency is key.

Building Inspection

- Aoka will inspect all residential, commercial, multifamily and industrial projects, to ensure compliance with all model building codes adopted by the State of Texas and all local ordinances.
- Aoka inspectors will:
- Maintain all necessary certificates and licenses.
- Provide the City with necessary information to determine what inspections are required for a given application.
- Perform inspections under the direction of Aoka's Building Official.
- Complete inspections timely and courteously.
- Represent the City in a professional manner.
- Coordinate inspections with other City departments as necessary.
- Maintain specific records of completed inspections and inspection reports and transmit them in real time to the City.
- Assist in complaint investigations, hazardous building inspections, and assist the City in prosecuting violations.
- In addition to on-site inspections, Aoka offers an optional virtual inspection process. Virtual inspection increases efficiency and reduces costs, and we adhere to all ICC's virtual inspection guidelines.

Fire Protection Plan Review and Inspection

Aoka will:

- Provide fire and life safety plan review and inspection services to ensure compliance with all model fire codes adopted by the State of Texas and all local ordinances.
- Provide comprehensive fire and life safety reviews are performed by our staff, including TCFP, ICC, and NFPA certified fire professionals.
- Review the fire suppression systems: sprinkler plan, fire alarm plan, CO2 system plan, and fuel storage tank plan.
- Check for allowable height and area, fire restrictive construction, means of egress, fire access, hazardous materials, and smoke management systems.
- Provide the City with necessary information to determine what inspections are required for a given application.
- Complete inspections timely and courteously.
- Represent the City in a professional manner.
- Coordinate inspections with other City departments as necessary.
- Maintain specific records of completed inspections and inspection reports and transmit them in real time to the City.
- Maintain all necessary certificates and licenses.

EXHIBIT A (Scope of Services)

Availability & Turnaround Timelines

At Aoka, we understand that time is one of the most critical factors in development and construction. Our operations are built around efficiency, responsiveness, and precision, and we pride ourselves on delivering industry-leading turnaround times across all service areas. Leveraging our fully digital workflows, deep expertise, and experienced team of certified professionals, we minimize delays and keep projects moving forward. Additionally, our services in Emergency Response, Facility Assessments, Code Enforcement, Planning & Zoning, and Certified Training are delivered with equal attention to urgency and quality. We customize schedules based on client needs and project scope, ensuring timely responses even under compressed timelines or emergency conditions. Our digital-first approach, integration with major municipal platforms, and our proprietary VertexPlans™ system further streamline communication, document handling, and service delivery—reducing bottlenecks and maximizing productivity for your staff and the communities you serve.

Plan Review (<$5M valuation)	→	**within 5 business days**
Plan Review (>$5M valuation)	→	**within 10 business days**
Plan Review Rechecks	→	**within 3 business days**
Inspections	→	**within 24 hours**

EXHIBIT B (Fee Schedule)

BuyBoard members will receive a 10% discount on the fees below.

Commercial Services	
Commercial and Multi- Family Construction Plan Review	
Valuation	**Proposed Fee**
$1.00 to $10,000.00	$49.50
$10,001.00 to $25,000.00	$69.21 for the first $10,000.00 plus $5.31 per additional $1,000.00
$25,001.00 to $50,000.00	$149.55 for the first $25,000.00 plus $3.86 per additional $1,000.00
$50,001.00 to $100,000.00	$246.10 for the first $50,000.00 plus $2.67 per additional $1,000.00
$100,001.00 to $500,000.00	$380.03 for the first $100,000.00 plus $2.14 per additional $1,000.00
$500,001.00 to $1,000,000.00	$1,238.45 for the first $500,000.00 plus $1.82 per additional $1,000.00
$1,000,001.00 and up	$2,145.04 for the first $1,000,000.00 plus $1.21 per additional $1,000.00

Commercial and Multi-Family Construction Inspection Fee	
Valuation	**Proposed Fee**
$1.00 to $10,000.00	$76.15
$10,001.00 to $25,000.00	$107.67 for the first $1000.00 plus $8.32 for each additional $1000.00
$25,001.00 to $50,000.00	$232.41 for the first $25,000.00 plus $6 for each additional $1000.00
$50,001.00 to $100,000.00	$382.39 for the first $50,000.00 plus $4.16 for each additional $1000.00
$100,001.00 to $500,000.00	$590.29 for the first $100,000.00 plus $3.32 for each additional $1000.00
$500,001.00 to $1,000,000.00	$1920.85 for the first $500,000.00 plus $2.83 for each additional $1000.00
$1,000,001.00 and up	$3331.6 for the first $1,000,000.00 plus $1.87 for each additional $1000.00

Get In Touch

1751 River Run Suite 200 Fort Worth, TX

info@aokaengineering.org

www.aokaengineering.com

713-962-0889

AOKA



Statement of Qualifications for City of Friendswood

AOKA

Prepared for

Morad Kabiri
City Manager

Cover Letter



Morad Kabiri
City Manager
City of Friendswood

Mr Kabiri,

Aoka is pleased to present our Statement of Qualifications for building department services to the City of Friendswood. Our staff have a minimum of ten (10) years of experience and include ten (10) ICC certified MCPs, TSBPE licensed plumbing inspectors, and other ICC certified professionals. Aoka can perform plan review and inspection services in accordance with all building codes and amendments adopted by City of Friendswood. Aoka also provides other building department services, including instruction of several ICC Certified training courses.

We excel at leveraging technology and providing completely digital plan review services, for timeliness and efficiency. We are experienced in integrating with all major municipal software systems and, we also offer our VertexPlans (TM) file sharing platform for quick and easy file submission and retrieval. Our clients have found these offerings save time and reduce expenses for their jurisdiction and the citizens they serve, while also improving their overall customer service.

We perform services for commercial, single-family residential, multi-family residential, and industrial projects in numerous municipalities throughout the State of Texas and the United States. We hope to add City of Friendswood to our list of highly satisfied clients.

At Aoka, we value high-quality customer service, timely job completion, quality work, and cost-competitive solutions. When you choose Aoka you will receive:

- Outstanding customer service and communication
- Licensed, certified, and experienced professional team members
- Technology driven processes – ensuring timely, accurate, and efficient project completion
- Industry leading turnaround times
- Detailed and thorough digital record generation, and delivery
- Cost-effective and unrivaled quality performance

Sincerely,

Ganesh Chapagain
CEO
713-962-0889
ganesh@aokaengineering.com

Rocky Rodriguez
Business Development Manager
214-395-6535
rocky@aokaengineering.com

Capability Statement



Core Services

Building Plan Review: Ensuring building safety while helping contractors meet their construction deadlines. Our industry leading turnaround time of 3-10 days supports rapid progress and adherence to local safety standards.

Building Inspections: We conduct thorough inspections of residential, commercial, multifamily, and industrial projects to ensure compliance with all model building codes adopted by the State of Texas and local ordinances. Our optional virtual inspection process increases efficiency and reduces costs.

Fire and Life Safety Services: Our team includes ICC/TCFP certified fire marshals and NFPA certified fire plans examiners who perform comprehensive reviews and inspections of fire suppression systems, alarm systems, and more to ensure compliance with local fire safety regulations.

Public Works and Civil Services: We provide the highest level of civil plan review and inspection services, covering everything from paving and lot grading to stormwater plans and public works permits.

Health and Safety Services: Our Texas Registered Sanitarians perform rigorous inspections of food establishments, public pools, and spas to prevent health risks and ensure public safety according to local health codes.

Facility Assessments: Our ICC-Certified Building Officials evaluate existing structures for integrity, compliance, and safety. Our concise reports inform capital improvement planning, renovations, and due diligence, guiding maintenance and upgrades.

Emergency Response and Preparedness Services: Our team mobilizes quickly for expedited inspections, damage assessments, and permitting after disasters. We partner with jurisdictions to develop resilient plans, protocols, and response strategies.

ICC Certified Training Services: Aoka, a Preferred ICC-Certified Trainer, offers tailored programs for building officials, inspectors, and plan reviewers. Led by ICC-certified instructors and MCPs, our courses span all ICC codes and support CEUs, onboarding, and certification goals.

Past Performance

- Multi-family, single-family and commercial property inspections throughout Texas and the United States
- On-going multifamily housing inspections in a $10M, nine state contract for Housing and Urban Development.
- Inspection services for Texas Parks and Wildlife.
- Undertaking an 80-acre project for the Texas Military Department in the City of Eagle Pass.
- **2024 Award Sizes for Plan Review and Inspection**
  - **City of Eagle Pass: $300K**
  - **City of Boyd: $240K**
  - **City of Boerne: $140K**

Differentiators

- **Highly Qualified Staff:**
  - Our team includes **ICC Master Code Professionals** (MCPs) and **ICC Certified Building Officials** ensuring exceptional expertise and reliability.
- **Efficient Plan Review Turn-Around Times:**
  - Residential Projects: **5-day turnaround**
  - Commercial Projects: **10-day turnaround**
- **Certifications and Licenses:**
  - 8(a) Certified
  - TX HUB Certified
  - MBE and SBE Certified

Key Points of Contact

Ganesh Chapagain

CEO
713-962-0889
ganesh@aokaengineering.com

Dan Kelly, MCP, CBO

Vice President of Operations
940-255-2998
dkelly@aokaengineering.com

Rocky Rodriguez

Business Development Manager
214-395-6535
rocky@aokaengineering.com

Ronald "Will" Dalrymple, MCP, CBO

Building Official
830-730-6131
ronald@aokaengineering.com

Elias Fernandez, CBO

Building Official
713-299-8178
efernandez@aokaengineering.com

Scope of Services

Aoka provides our services using a tri-fold approach - utilizing an established process that is centered on technology and the expertise of qualified and licensed professionals.

We have extremely qualified plan examiners, inspectors and professional engineers on staff who have ICC certifications and/or licenses in their respective disciplines as well as decades of experience in institutional, residential, multi-family, commercial, municipal, and industrial projects. This includes ten (10) Master Code Professionals, the highest designation for code professionals and ten (10) ICC Certified Building Officials. Our trained staff has in-depth code knowledge and can review varying levels of plans as well as solve any complex code problems that may arise. We pride ourselves on the quality of our work including detailed comments which reference and quote the relevant code.

We also have an established process centered on technology that reduces inefficiencies and allows us to turn plans around in industry leading response times. We leverage technology to provide easy uploading of documents, digital plan examination, easy communication with contractors/homeowners, and quick inspection reporting.

More details about our services can be found below:

Building/MEP Plan Review

Our building plan review service ensures building safety, all while helping contractors meet their construction goals. When a contractor submits a drawing of their building to us digitally, ICC professionals well versed in building safety codes will review it to ensure what is being planned to build is safe. We provide building plan review services at industry leading turn around times of 3-10 days. With our expert plan review staff supported by our technology centered process, plans are reviewed accurately and timely.

All plans are eligible for electronic submission. The process is as follows:

- The jurisdiction intakes the permit application with design documents.
- The project is submitted to us through the jurisdictions own system or through an easy upload into Aoka's VertexPlans website.
- Aoka's project manager is notified as soon as the plan design documents are uploaded.
- The project manager will assign the project to one or multiple relevant plan examiners.
- The plan examiners will review the design documents.
- The plan examiners upload their plan check report according to the direction of the jurisdiction, either on their system or on Aoka's digital platform, which can be accessed by the jurisdiction in real time.
- The project manager will review the plan check report to ensure quality.
- An email notification will be sent as soon as the plan examination and quality review is completed.
- The managing jurisdiction will be able to access the plan check reports prepared by the plans examiner which can be distributed to the permit applicant. Transparency is key.

Scope of Services

Building/MEP Inspection

Aoka will inspect all residential, commercial, multifamily and industrial projects, to ensure compliance with all model building codes adopted by the State of Texas and all local ordinances.

Aoka inspectors will:

- Maintain all necessary certificates and licenses.
- Provide the jurisdiction with necessary information to determine what inspections are required for a given application.
- Perform inspections under the direction of Aoka's Building Official.
- Complete inspections timely and courteously.
- Represent the jurisdiction in a professional manner at Planning, Zoning, Building, or Engineering meetings.
- Coordinate inspections with General Contractors, Subcontractors, and Trades as necessary.
- Maintain specific records of completed inspections and inspection reports and transmit them in real time to the jurisdiction.
- Assist in complaint investigations, hazardous building inspections, and assist the jurisdiction in prosecuting violations.
- In addition to on-site inspections, Aoka offers an optional virtual inspection process. Virtual inspection increases efficiency and reduces costs, and we adhere to all ICC's virtual inspection guidelines.

Planning & Zoning Services

Aoka offers Planning & Zoning Services to assist municipalities in managing land use, guiding responsible development, and maintaining compliance with local ordinances. Our team supports a range of functions including site plan and subdivision review, zoning verification, ordinance development and updates, and variance or special use case processing. We also provide staff augmentation and long-range planning assistance to help jurisdictions meet growth demands and improve efficiency. Aoka's planners work as an extension of your department, ensuring streamlined approvals, clear communication with applicants, and a consistent approach to sustainable community development.

Ordinance Review & Drafting Support

Aoka assists municipalities in the development, review, and drafting of building and code enforcement ordinances. Our team works closely with local officials to assess existing regulations, identify areas for improvement, and ensure alignment with current ICC standards, state requirements, and best practices. Whether adopting new building codes, updating existing policies, or creating enforceable compliance procedures, Aoka delivers ordinances that are clear, enforceable, and tailored to each jurisdiction's unique priorities. This service helps cities maintain consistency, enhance enforcement, and stay proactive in managing growth and public safety.

Scope of Services

Virtual Inspections

Aoka will inspect all residential, commercial, multifamily and industrial projects, to ensure compliance with all model building codes adopted by the State of Texas and all local ordinances.

- Maintain all necessary certifications and licenses
- Be trained in and familiar with ICC's virtual inspection procedures and guidelines
- Have at least seven years of experience doing field inspections so that they can direct contractors virtually, very efficiently.
- Use our latest virtual inspection software to send a text to the contractor's phone at the time of the inspection. The contractor will be connected with the inspector through video and audio when they click on the link.
- Use our latest software which has geotagging to verify the contractor is in the right address. In addition, they will check the permit number, street name and house number.
- Direct contractors/homeowners to show certain things according to the requirements of the inspections.
- Ask contractors/homeowners additional questions as needed.
- Take pictures and videos of what they see for documentation
- Approve, deny or partially approve the inspection
- If the inspector feels the virtual inspection has not provided adequate information to approve or deny, they will schedule an in-person inspection.
- Create inspection reports containing the geotagged location, pictures, and comments
- Upload the report into our system which automatically shares it with the municipality and the contractor/homeowner.
- Ask the contractor to reschedule the inspection if not approved.

We encourage the consideration of our virtual inspection program for faster inspections and efficiency. It allows for inspectors from a larger area to be used, reduces driving time, increases cost savings, all while meeting ICC's life safety and inspection standards.

Public Works/ Civil Plan Review and Inspection

Aoka provides the highest-level of civil plan review and inspection services. Our staff has performed civil plan review for private subdivisions and development improvement plans for both on-site and public right-of-way improvements. Our review/inspections include, but are not limited to:

- Paving
- Street Sign and Sidewalk
- Lot Grading
- Street Lighting
- Retention Pond
- Water Layout
- Drainage / Storm Sewer
- Erosion Control
- Sanitary Sewer
- Public Works Permit Service
- Stormwater Plan Review and Inspection
- Floodplain Manager Service

Scope of Services

Fire Protection Plan Review and Inspection

Aoka can provide fire and life safety plan review and inspection services. Our staff include ICC certified fire marshals and NFPA certified fire plans examiners who have performed comprehensive fire and life safety reviews. With proficiency in virtually all types of construction and occupancies, our team will review fire sprinkler system plan, fire alarm plan, fire suppression system plan, CO2 system plan, and fuel storage tank plan. Aoka can check for allowable height and area, fire restrictive construction, means of egress, fire access, hazardous materials, and smoke management systems.

ICC Certified Training Services

Our Certified Building Official can provide on-site training services to your residents and contractors regarding all aspects of the permit submission, review, and inspection processes. We can also create informational materials and other documentation guiding the applicant through the entire permitting process.

Health Inspection Services

Food Inspection

Aoka utilizes rigorous inspection techniques to identify problems, educate restaurant owners and solve sanitation problems before they lead to an outbreak scenario. We use HACCP principles which focus on temperature control, cross-contamination, and employee hygiene. Inspections will be performed by Texas Registered Sanitarian.

Plan Review of Food Establishments

Aoka can catch potential problems before they occur and ensure proper layouts for sanitation and cost-effective operation. Prior to the completion of the project, we will confirm compliance with health department regulations, manufacturing specifications, equipment condition, and installation.

Public Pools and Spas Inspection

Inspections of public aquatic facilities is an important tool in preventing recreational water–associated illness and injury. An inspection of a public aquatic facility is an assessment of whether its operation and maintenance meet the standards set in a jurisdiction's public health code. Aoka will enforce Texas Administrative Code for public swimming pools and spas.

Other Available Services

- Permit staff augmentation
- Plan review software

Scope of Services

Emergency Response and Preparedness Services

As a true partner, Aoka offers specialized Emergency Response and Emergency Preparedness services. Our team is prepared to mobilize rapidly in the aftermath of natural disasters, infrastructure failures, or other emergencies, providing support through expedited inspections, damage assessments, and permitting assistance. We also work proactively with jurisdictions to develop resilient emergency preparedness plans, including pre-event inspection protocols, continuity of operations planning, and scalable response strategies. These services help ensure public safety, minimize service disruption, and support swift community recovery.

Facility Assessments

Aoka provides comprehensive Facility Assessments for aging or existing structures, conducted by our highly experienced ICC-Certified Building Officials. These assessments are designed to evaluate structural integrity, code compliance, safety conditions, and overall functionality. Whether supporting capital improvement planning, renovation efforts, or due diligence, our detailed reports offer actionable insights to help jurisdictions and facility owners make informed decisions regarding maintenance, upgrades, or redevelopment.

Code Enforcement Services & Training

Aoka offers Code Enforcement Services to support municipalities in maintaining safe, healthy, and compliant communities. Our services include field inspections, enforcement of local codes and ordinances, violation documentation, and public education on compliance requirements. In addition, we provide specialized training for prospective Code Enforcement Officers, designed to prepare individuals for certification and effective field performance. All training is delivered by experienced, ICC-certified professionals who bring real-world insight and best practices to every session.

Certified Building Official Services

Aoka provides full-service ICC-Certified Building Official support, including the development, administration, interpretation, and enforcement of all adopted codes and policies. Our experienced CBOs can lead or supplement your Building Department, offering code guidance, process improvements, policy updates, and staff support. Acting as an extension of your team, we ensure consistency, efficiency, and compliance across all building safety operations.

Scope of Services

On-Site Sewage Facilities Services

Aoka provides comprehensive On-Site Sewage Facilities (OSSF) Services to support the permitting, maintenance, and construction oversight of decentralized wastewater systems, including septic systems. Our team ensures full compliance with all applicable TCEQ regulations and local codes. In addition to direct field services, Aoka assists municipalities and local jurisdictions in becoming authorized agents of the Texas Commission on Environmental Quality (TCEQ), empowering them to manage and enforce their own OSSF programs. We also handle OSSF-related public complaints and ensure timely resolution through documented inspections and expert regulatory guidance. These services are ideal for rural or underserved areas where centralized sewer systems are not viable, ensuring environmental safety and public health across all communities.

Availability & Turnaround Timelines

At Aoka, we understand that time is one of the most critical factors in development and construction. Our operations are built around efficiency, responsiveness, and precision, and we pride ourselves on delivering industry-leading turnaround times across all service areas. Leveraging our fully digital workflows, deep expertise, and experienced team of certified professionals, we minimize delays and keep projects moving forward. Additionally, our services in Emergency Response, Facility Assessments, Code Enforcement, Planning & Zoning, and Certified Training are delivered with equal attention to urgency and quality. We customize schedules based on client needs and project scope, ensuring timely responses even under compressed timelines or emergency conditions. Our digital-first approach, integration with major municipal platforms, and our proprietary VertexPlans™ system further streamline communication, document handling, and service delivery—reducing bottlenecks and maximizing productivity for your staff and the communities you serve.

Plan Review (<$5M valuation)	→	**within 5 business days**
Plan Review (>$5M valuation)	→	**within 10 business days**
Plan Review Rechecks	→	**within 3 business days**
Inspections	→	**within 24 hours**

Technology Services

Vertex Plans

VertexPlans™ is Aoka's proprietary, cloud-based digital platform designed specifically to transform and optimize the municipal workflow for plan reviews, permitting, inspections, and compliance management. Built with the direct input of engineers, inspectors, and municipal staff, VertexPlans™ delivers an intuitive, streamlined experience that significantly improves efficiency, transparency, and collaboration at every step.

Traditional Workflow	VertexPlans Workflow
Document Submission	Digital Upload
Collaboration	Status Tracking
Field Inspections	Mobile Inspections
Reporting	Interactive Analytics

Real-Time Collaboration & Workflow Automation
VertexPlans™ facilitates real-time collaboration, enabling seamless interaction between applicants, municipal reviewers, and field inspectors. Its automated workflows dramatically reduce manual processing, minimize errors, and accelerate project turnaround times. Email notifications keep stakeholders updated on key events, and basic dashboards provide at-a-glance status and activity.

Mobile Inspection
VertexPlans™ equips inspectors and municipal teams with on-the-go access to inspection information, ensuring inspections are completed swiftly, accurately, and documented digitally.

Enhanced Security and Compliance
Security is central to VertexPlans™, which incorporates comprehensive access controls, robust data encryption, and detailed audit trails. Municipalities can confidently manage sensitive documentation, maintain compliance with regulatory standards, and achieve greater accountability across all stages of project management.

Analytics & Reporting
VertexPlans™ currently provides analytics to track activity at a glance—such as monthly project trends by service type (Plan Review & Inspection, Inspection Only, Plan Review Only, No Plan Review & Inspections) and a simple summary of projects by team member. These dashboards help teams quickly review workload and progress. More advanced analytics and deeper reporting are planned for future releases.

Dedicated Support & Continuous Improvement
Aoka's commitment to excellence extends beyond technology. VertexPlans™ is backed by our dedicated customer support team, ensuring seamless adoption, responsive troubleshooting, and ongoing platform enhancements driven by user feedback and evolving municipal needs.

VertexPlans™ sets a new benchmark in municipal technology, ensuring projects progress smoothly, meet compliance standards, and consistently deliver exceptional outcomes for communities and stakeholders alike.

Vertex Plans – City Module

Overview
A city-branded, secure workspace where your staff manage permits and inspections with clear permissions and a full activity log.

How to Sign in
- **City login:** Your city gets its own web address (e.g., testclient.vertexplans.com)
- **Onboarding:** Aoka creates the first City Admin account; your team can add more admins and users later.

Setup Steps (start here)
- **Configure Admin Settings –** Set up the basics your city uses.
- **Invite your Team –** Add staff and give them the right permissions.
- **Approve Contractors –** Only approved contractors can apply for permits.
- **Run Operations –** Schedule inspections, view projects, assign work.
- **Monitor –** Check the activity log and basic dashboards to see what's happening.

Team, Roles & Permissions (control who can do what)
- Roles you define (e.g., Inspector, Plan Reviewer, Clerk).
- Choose allowed actions per role (e.g., schedule or edit inspections).
- Per-user exceptions when needed (give one person extra or fewer permissions).
- Admin parity: City Admins have the same module access Aoka admins do.

Admin Settings (you can change these anytime)
- Departments (e.g., Building, Fire).
- Permit types (e.g., new build, remodel).
- Fees & additional fees (your city's fee schedule).
- Inspection mapping (which inspection types go with which permits).
- Permit-fee visibility rules (what applicants can see).
- Contractor types & fees (how you classify and bill contractors).

Contractor Management (gatekeeping)
- Contractors must be approved by your city before they can submit permit applications in your jurisdiction.

Modules
- **Inspection Module** (virtual and on-site inspections)
- **Digital Plan Review Module**

Day-to-day Operations
- **Inspections:** Schedule; assign to staff.
- **Projects:** View active work and status at a glance.
- **In-house Assignments:** Keep reviews and inspections with your own staff.

Oversight & Reporting
- **Activity Log:** Shows who did what and when for accountability and audits.
- **Analytics:** Basic counts and simple trends (more detail planned later).

Vertex Plans – Applicant Module

Overview
For contractors, homeowners, and design professionals to apply for permits, track projects, and schedule inspections with participating cities.

How to sign in
- Live URL: vertexplans.com/permit
- Choose your city: Select the jurisdiction you're applying to.
- Register or log in: Create an account with your email and password.

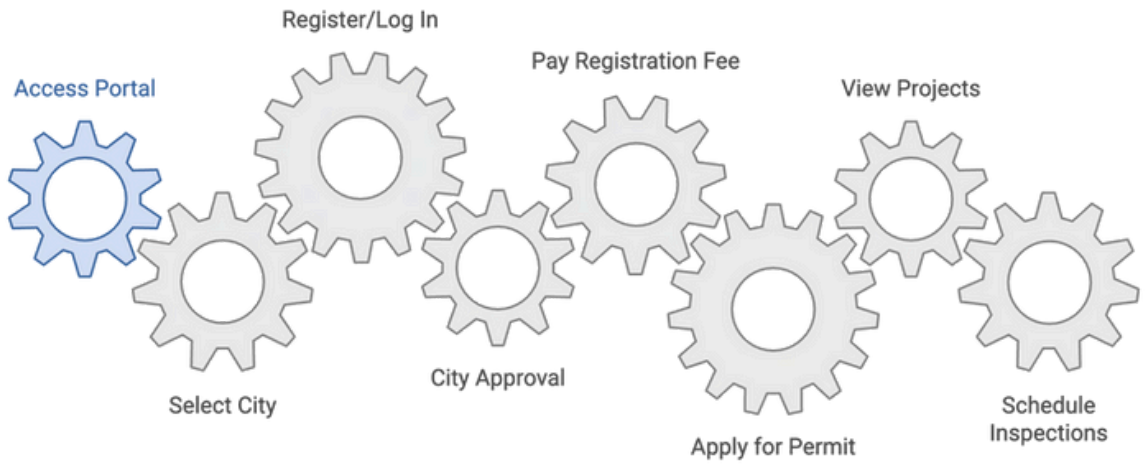
Account Approval & Registration Fees
- **City Approval Required:** Create your account and you may skip the registration payment during sign-up. You can apply only after the city approves your profile.
- **Registration Fee (if any):** Varies by city and contractor type. If required, you'll be prompted to pay later at the appropriate step.

Applying for Permits
- Pick a city → (if required) pay registration → wait for city approval → start your permit application.

Projects Dashboard
- View all past and current projects in one place for quick reference.

Inspections
- Schedule inspections (virtual or on-site) for your projects when ready.

Multiple Jurisdictions
- Use one account to apply in multiple cities; simply select the city each time you begin a new application.



References

City of Alice, Texas

Scope: Building Plan Review and Inspection
Client Contact: Cynthia Carrasco, Mayor
361.668.7210, cynthia.carrasco@cityofalice.org

City of Brownsville, Texas

Scope: Building Plan Review and Inspection
Client Contact: Omar Ochoa, Building Official
956-551-9096 omar.ochoa@brownsvilletx.gov

City of Longview, Texas

Scope: Commercial Building Plan Review
Completion Notes: Ongoing
Client Contact: Michael Shirley, Director of Development Services
903-237-1059 mshirley@longviewtexas.gov

City of Desoto, Texas

Scope: Building Inspection
Completion Notes: Ongoing
Client Contact: Esther Williams, Assistant to the City Manager
469-354-6556 ewilliams@desototexas.gov

City of Eagle Pass, Texas

Scope: Building Plan Review and Inspection
Completion Notes: Completed
Client Contact: Homero Balderas, City Manager
(830) 773-1111, homero.balderas@eaglepasstx.gov

City of The Colony, Texas

Scope: Building Plan Review and Inspection
Completion Notes: Ongoing
Client Contact: Ron Hartline, Director of Engineering
972-624-3109 rhartline@thecolonytx.gov

City of Port Aransas, Texas

Scope: Building Plan Review and Inspection
Client Contact: Rick Adams, Assistant City Manager
361-749-4111 radams@cityofportaransas.org

Sample Projects

George W. Bush Library

Location: University Park, TX
Sq. Ft.: 226,000
Description: The George W. Bush Presidential Library is a three-story building situated on a 23-acre site on the campus of Southern Methodist University. The facility encompasses over 226,000 total square feet. We are known for our excellent work across industries including the education sector.



Kohler Distribution Center

Location: Desoto, TX
Valuation: $45M
Sq. Ft.: 1,400,000
Description: The Kohler Distribution Center in Desoto, Texas is a 1.4M square feet of commercial space. Our detailed plan review of this center with a valuation of $45M is a prime example of our commercial plan review and inspection capacities.



Bagley Tractor & Equipment

Location: Longview, TX
Date: 2023
Valuation: $46M
Sq. Ft.: 21,651
Description: Review consisted of plans to construct a new 21,651 sq/ft convenience store. Review consisted of building (structural and non-structural), mechanical, electrical, plumbing, and energy design documents.



Buc-ee's Travel Center

Location: Boerne, TX
Date: 2023
Valuation: NA
Sq. Ft.: 53,471
Description: Review consisted of plans to construct a new 53,471 sq/ft convenience store. Review consisted of building (structural and non-structural), mechanical, electrical, plumbing, accessibility, and energy design documents.



Sample Projects

Hedwig Village - Chipotle Mexican Grill

Location: Hedwig Village, TX
Date: 2025
Sq. Ft.: 2,601
Description: Plan review of a 2,601sf interior build-out for a new Chipotle restaurant, covering architectural, structural, MEP, fire-protection, accessibility, and energy-code compliance for A-2 occupancy.



City of Kenedy – Calcot Warehouse

Location: Kenedy, TX
Date: 2022
Sq. Ft.: 98,800
Description: Plan review of a 98,800 sq ft new warehouse building. Review included demolition, site plan, grading, drainage, paving, and storm-water design documents.



City of Port Aransas – New Fire Station

Location: Port Aransas, TX
Date: 2024
Sq. Ft.: 43,000
Description: New city fire station facility. Plan review of a municipal new construction project. Review consisted of building (structural and non-structural), mechanical, electrical, plumbing, accessibility, energy conservation, and fire protection (includes sprinklers) design documents.



Hyatt Place Hotel

Location: Eagle Pass, Texas
Date: 2024
Valuation: $9.6M
Sq. Ft.: 17,000
Description: Inspection and plan amendment review of an all-suite extended stay hotel comprising 100 guest rooms, conference rooms, swimming pool, fitness center, and hotel bar.



City of Boerne - Aquatics Center

Location: Boerne, TX
Date: 2023
Valuation: $7M
Sq. Ft.: 2,689
Description: Review consisted of plans to construct a new 2689 sq/ft aquatic learning center. Review consisted of building (structural and non-structural), mechanical, electrical, plumbing, accessibility, and energy design documents.



RESUMES APPENDIX

Resumes of Key Personnel

Please see attached representative resumes on the following pages. Resumes of key personnel include descriptions of relevant experience and detail all certifications held by each individual.



Dan Kelly, MCP, CBO
Vice President - Operations

30+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Certified Building Official
Master Code Professional
Fire Inspector I
Certified Plumbing Code Official
Residential Building Inspector
Plumbing Plans Examiner
Residential Energy Inspector/ Plans Examiner
Combination Plans Examiner
Residential Mechanical Inspector
Commercial Mechanical Inspector
Electrical Inspector
Commercial Combination Inspector
Commercial Energy Inspector
Combination Inspector
Commercial Electrical Inspector
Mechanical Plans Examiner
Building Code Specialist
Plumbing Code Specialist
Mechanical Code Specialist
Electrical Code Specialist
Fire Code Specialist
Commercial Plumbing Inspector
Residential Combination Inspector
Mechanical Inspector
Building Inspector
Certified Electrical Code Official
Certified Mechanical Code Official
Commercial Building Inspector
Certified Building Code Official
Plumbing Inspector
Residential Plumbing Inspector
Residential Electrical Inspector
Accessibility Inspector/Plans Examiner
Electrical Plans Examiner
Building Plans Examiner
Fire Plans Examiner
Fire Inspector II
Texas State Plumbing Inspector
Texas Master Electrician

Work History

VP - Operations
Aoka Engineering, Fort Worth, TX
2024 – Current

- Leads and coordinates all inspection activities to ensure housing projects comply with state, and local regulations.
- Supervises inspection teams, evaluating housing standards, and
- providing detailed reports to ensure safe, habitable, and sustainable
- living environments.
- Collaborates with stakeholders to address compliance issues and plays

Director of Field Operations – North Texas Region
Bureau Veritas, Inc.
2017 – 2024

- Managed, planned, and directed the field inspection operations; supervised workflow of assigned staff; evaluated work products, methods, and procedures.
- Assisted Central Director of Operations in recruitment and hiring of staff to support the workload.
- Ensured inspections are performed in a timely manner, and in accordance with established procedures.
- Coordinated inspection activities with other departments, divisions, and outside agencies to resolve issues and enhance customer service.

Building Official/Zoning Official
City of Aurora, Texas
2006 – 2022

Aoka Project Experience

- **Park Row Katy Living Multi-Family Homes**

Client: US Dept of Housing and Urban Development
Specifics: 2 buildings comprising 150 total units
Scope: Prepour through Final Inspection services
Contractor: Park Row Katy Living JV/Brownstone Construction LTD

- **Vicksburg Village**

Client: US Dept of Housing and Urban Development
Specifics: 5 1-story, 7 2-story building, comprising 100 total units
Scope: Prepour through Final Inspection services
Contractor: Gorman Construction Company

AOKA

Resume

Ronald "Will" Dalrymple, MCP, CBO
Building Official

20+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Master Code Professional
Certified Building Official
Combination Plans Examiner
Plumbing Plans Examiner
Mechanical Plans Examiner
Electrical Plans Examiner
Building Plans Examiner
Residential Energy Inspector/Plans Examiner
Fire Plans Examiner
Accessibility Inspector/Plans Examiner
Residential Combination Inspector
Commercial Combination Inspector
Building Code Specialist
Electrical Code Specialist
Mechanical Code Specialist
Plumbing Code Specialist

State Plumbing Inspector License
State Master Electrician License

EDUCATION

Bachelor of Arts: Theater Arts, 1992
Texas State University
San Marcos, TX

Work History

Building Inspector
Aoka Engineering, Fort Worth, TX
January 2025 – Current
- Ensures compliance with state and local building codes across residential, commercial, and industrial projects.
- Manages inspection reports and coordinates with contractors, engineers, and city officials to ensure all construction meets safety and structural requirements.

Building Official
City of Converse, TX
October 2023 – December 2024
- Directed building and inspections department, implemented digital systems for electronic permit applications.
- Coordinated comprehensive plan reviews with various city departments, ensuring alignment with 2024 IRC.

Plans Examiner
City of Schertz, TX
March 2018 – October 2023
- Oversaw the permitting department, managing staff and resources during peak periods to maintain workflow efficiency.
- Conducted detailed plan reviews and inspections for diverse projects, including schools, hotels, and residential complexes.

Building Inspector
City of Schertz, TX
September 2016 – March 2018
- Managed and assigned inspection requests, ensuring that all constructions adhered to the approved plans and codes.
- Documented violations, issued compliance notices, and facilitated the resolution of construction issues.

Owner/Operator
Done Right Electric, New Braunfels, TX
July 2003 – September 2016
- Operated a full-service electrical contracting business, managing all facets from customer service to project completion.
- Ensured compliance with National Electrical Code, managing installations and repairs while supervising a team of technicians.

AOKA

Resume

Belinda C. Tarver
Building Inspector

20+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)
- Residential Building Inspector
- Commercial Building Inspector
- Building Inspector
- Residential Energy Inspector / Plans Examiner
- Residential Plumbing Inspector
- Commercial Plumbing Inspector
- Plumbing Inspector
- Residential Electrical Inspector
- Residential Mechanical Inspector
- Commercial Mechanical Inspector
- Mechanical Inspector
- Residential Combination Inspector
- Disaster Response Inspector
- ICC / AACE Property Manager & Housing Inspector

Texas State Board of Plumbing Examiners
- Plumbing Inspector License — Medical Gas Piping Installation Endorsement

Texas Department of Licensing & Regulation (TDLR)
- Registered Code Enforcement Officer

Associated PHCC of Texas
- Backflow Prevention Assembly Tester

Texas Department of Health
- Emergency Care Attendant

Texas Department of Agriculture
- Non-commercial Pesticide Applicator

National Center for Healthy Housing
- Healthy Homes Specialist

EDUCATION

- Bachelor of Organizational Leadership Texas A&M University (expected Fall 2025)
- Associate of Applied Science – Architectural Drafting

Work History

Building Inspector
Aoka Engineering, Fort Worth, TX
Aug 2025 - Current

Building Official
City of Kingsville, TX
2023 – 2025
- Directed permit & inspection program; reviewed plans for code & ordinance compliance.
- Introduced new permit/inspection software; presented substandard-structure cases.
- Managed occupancy compliance, flood-plain support, and staff supervision/reporting.

Building Official
City of South Padre Island, TX
2020 – 2021
- Managed permits/inspections and code-compliance reviews for coastal municipality.
- Liaised with contractors, developers, and the public to resolve compliance issues.

Building Inspector
City of Pearland Community Development, TX
2018 – 2019
- Performed multifaceted residential & commercial inspections; advised customers on results.

Building Inspector
City of Baytown Building Services, TX
2016 – 2018
- Conducted field inspections, educating contractors & homeowners on best-practice compliance.

Building Inspector
City of McAllen Permits & Inspections, TX
2007 – 2016
- Inspected projects at all construction stages; fostered cooperative relationships among inspectors.

Code Enforcement Officer
City of McAllen Health & Code Enforcement, TX
2008 – 2010
- Enforced property-maintenance and health codes; led public education on violation abatement.

Plans Examiner
City of McAllen Permits & Inspections, TX
2006 – 2007
- Reviewed construction plans, issued correction notices, and guided applicants through requirements.

Planning Clerk
City of McAllen Planning & Zoning, TX
2004 – 2006
- Routed development applications; prepared public-hearing notices & agenda packets.

AOKA

Resume

Elias Fernandez, CBO
Building Offical

10+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Certified Building Official (CBO)
Certified Commercial Plumbing Inspector
Certified Combination Residential Building Inspector
Certified Residential Building Inspector
Certified Residential Mechanical Inspector
Certified Residential Electrical Inspector
Certified Residential Plumbing Inspector

State of Texas

Licensed Plumbing Inspector #3846 (TSBPE)

EDUCATION

B.S., Criminal Justice – Sam Houston State University

A.A., Behavioral Sciences – San Jacinto College

Work History

Building Official
Aoka Engineering, Fort Worth, TX
May 2025 - Present

Assistant Building Official
City of Katy, TX
Oct 2023 - Apr 2025

- Tailor and deploy city-wide permitting & inspection software; author standards, procedures, and training manuals.
- Review commercial & residential plans for code compliance; perform inspections (multi-family, hospitals, airports).
- Supervise 10–14 staff across plan review, inspections, permitting, and code enforcement.

Residential Plans Examiner
City of Conroe, TX
Feb 2023 – Oct 2023

- Reviewed residential building plans; conducted residential & commercial plumbing inspections.
- Advised customers on field inspection outcomes and corrective actions.

Licensed Plumbing & Combination Residential Inspector
City of Conroe, TX
Jan 2016 – Nov 2020

- Performed mechanical, electrical, plumbing, structural inspections on multi-family, hospitality, and healthcare projects.

Owner / Principal Inspector
Ferngroup Inspection Service
Nov 2020 – Present

- Founded municipal inspection consultancy; developed ordinances, procedures, and staff training; presented to city councils; managed P&L and client relationships.

President of Operations
Synergy Inspection Group
Nov 2020 – Present

- Oversaw company operations, software development, budgeting, client liaison, and training programs for multiple municipal clients.

Combination Residential Inspector
Rick Hanna CBO
Jul 2014 – Jan 2016

- Conducted plan reviews and on-site inspections for structural, electrical, mechanical, and plumbing compliance in new construction.

Ramirco “Rico” Killebrew
Building Combination Inspector

20+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Residential Building Inspector
Commercial Building Inspector
Building Inspector
Residential Electrical Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector
Residential Combination Inspector
Commercial Plumbing Inspector
Texas State Plumbing Inspector

EDUCATION

4-year Apprenticeship, IKORCC

Ivy Tech Community College, Associates of Applied Science (AAS)

Carpenter Apprenticeship Specialty

Diploma, Bosse High School

Work History

Building Combination Inspector
Aoka Engineering, Fort Worth, TX
2023 – Current

- Conducts detailed inspections of residential, commercial, and industrial buildings to ensure compliance with building, plumbing, electrical, mechanical, and energy codes.
- Maintains a keen eye for detail, knowledge of various construction systems, and strong communication skills to collaborate with contractors and stakeholders.
- Identifies compliance issues and recommends corrective actions.
- Plays a crucial role in maintaining public safety and the integrity of structures within the community.

Residential & Commercial Building Inspector
Universal Engineering Sciences, Jacksonville, FL
2021 – 2022

- Conducted structural and building inspections to ensure compliance with applicable Federal, State, and Local Codes and Ordinances.
- Resolved technical and interpersonal issues related to code compliance.
- Inspected all phases of construction projects from foundation to final inspection.

Building Inspector
Department of Business & Neighborhood Services, Indianapolis, IN
2019 – 2021

- Conducted field inspections and initiated administrative enforcement actions to ensure compliance with applicable Federal, State, and Local Codes and Ordinances.
- Read and interpreted building codes, obtained ICC certifications, and other related regulations.
- Monitored construction sites for footings and foundations, framing, and final inspection including all phases of electrical, plumbing, and heating/cooling activities.
- Issued appropriate violation notices indicating code deficiencies, orders to stop work, and prepared orders forbidding occupancy of a structure or portion of a structure.

Joseph Moore, MCP, CBO, CFM
Senior Plans Examiner

30+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Mechanical Code Specialist
Building Code Specialist
Master Code Professional
Accessibility Inspector/Plans Examiner
Residential Mechanical Inspector
Certified Building Official
Commercial Electrical Inspector
Building Inspector
Commercial Building Inspector
Building Plans Examiner
Mechanical Code Official
Commercial Mechanical Inspector
Combination Inspector
Electrical Inspector
Commercial Plumbing Inspector
Commercial Combination Inspector
Commercial Energy Plans Examiner
Residential Plumbing Inspector
Residential Combination Inspector
Residential Building Inspector
Mechanical Inspector
Residential Energy Inspector/ Plans Examiner
Plumbing Inspector
Building Code Official
Property Maintenance and Housing Inspector
Housing Code Official
Residential Electrical Inspector
Mechanical Plans Examiner
Commercial Energy Inspector

EDUCATION

Associates Degree in Applied Science, Fire Protection Technology

St. Louis Community College at Forest Park, St. Louis, MO
1991, Graduated with honors

Work History

Senior Plans Examiner
Aoka Engineering, Fort Worth, TX
Feb 2023 - Present
- Ensures rigorous adherence to safety and building codes across diverse construction projects.

Deputy Building Commissioner
City of Maryland Heights, MO
February 2005 – October 2022
- Oversaw and regulated building and construction codes and compliance.

President
Assured Construction Compliance, LLC
May 2004 – Present
- Lead the company in providing building and construction compliance services.

Community Development Director / Building Commissioner
City of Valley Park, MO
June 2003 – May 2004
- Managed community development and enforced building regulations.

Building Official
City of Fenton, Fenton, MO
May 1999 – May 2003
- Directed the Department of Planning and Zoning, ensuring adherence to building codes.

Deputy Building Commissioner
City of University City, University City, MO
August 1995 – May 1999
- Assisted in the oversight of planning and building code enforcement.

Building Inspector / Plan Reviewer
City of Florissant, Florissant, MO
September 1990 – August 1995
- Conducted building inspections and reviewed construction plans.

Fire Inspector / Plan Reviewer
Mehlville Fire Protection District, St. Louis, MO
February 1981 – April 1990
- Inspected fire safety measures and reviewed fire safety plans.

Mechanical Inspector
St. Louis County Government, St. Louis, MO
April 1978 – February 1981
- Inspected mechanical systems and ensured compliance with codes.

AOKA

Resume

David Whitaker, MCP, CBO
Senior Plans Examiner

15+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Plumbing Plans Examiner
Fire Plans Examiner
Mechanical Inspector UMC
Residential Plans Examiner
Mechanical Inspector
Bullding Code Official
Certfied Fire Code Official
Plumbing Inspector
Accessibilty Inspector/Plans Examiner
Combination Inspector - Legacy
Plumbing Code Official
Bullding Plans Examiner
Building Inspector
Electrical Inspector
Plumbing Inspector UPC
Fire Inspector II
Master Code Professional
Combination Inspector
Building Code Specialist
Plumbing Code Specialist

EDUCATION

Municipal Operations and Management, Arizona State University

Work History

Senior Plans Examiner
Aoka Engineering, Fort Worth, TX
Oct 2020 - Present
- Ensures that no construction project is delayed due to plan review or construction inspection, enforcing construction codes for public safety while assisting contractors, architects, and owners to meet their construction goals.

Plan Reviewer
AZ Code Consulting, LLC
May 2012 – September 2020
- Served Queen Creek, Tempe, Gilbert in the State of Arizona as an independent contractor, conducting building inspections and plan reviews.

Plan Review Supervisor
Town of Gilbert, AZ
May 2015 – March 2018
- Led, organized, and controlled building plan review activities for a town with 235,000 residents, supervising a team of eleven, including three Sr. Building Fire Plan Reviewers and five cross-functional Plan Reviewers.

Deputy Director of Planning & Zoning
Navajo County, AZ
July 2015 – May 2015
- Led planning and zoning activities, including building plan reviews and code enforcement for a county with 107,000 residents.

Plan Review Supervisor
City of Goodyear, AZ
February 2013 – May 2015
- Managed the Plan Review Division, overseeing team members and implementing process improvements while interfacing with stakeholders.

Building/Code Official
City of Kemah, Texas
August 2012 – January 2013
- Investigated complaints, wrote Notices of Violations, and performed visual vehicular observations. Provided documentation for citations and evidence, conducted plan reviews and inspections.

Kota Wharton, MCP, CBO, CFM
Building Plans Examiner

LICENSES/CERTIFICATIONS

International Code Council (ICC)

Master Code Professional
Certified Building Official
Fire Plans Examiner
Mechanical Plans Examiner
Plumbing Plans Examiner
Electrical Plans Examiner
Accessibility Inspector/Plans Examiner
Commercial Mechanical Inspector
Residential Mechanical Inspector
Commercial Plumbing Inspector
Plumbing Inspector
Mechanical Inspector
Building Plans Examiner
Building Inspector
Fire Codes and Standards
Building Codes and Standards
Management Module
Legal Module
Residential Electrical Inspector
Commercial Electrical Inspector
Combination Inspector

Emergency Medical Technician (EMT) - National Registry of Emergency Medical Technicians
Notary Public Commission - State of Ohio
LEED Green Associate - U.S. Green Building Council

EDUCATION

Unitek EMT – Emergency Medical Technician
June 2019 – July 2019

Upper Arlington High School
High School Diploma, 2019

Work History

Building Plans Examiner
Aoka Engineering, Fort Worth, TX
June 2024 – Present
- Reviews building, fire protection, mechanical, plumbing, and electrical plans for code compliance.
- Collaborates with project teams to ensure timely, accurate plan examinations.

Building Permit Coordinator
City of Grove City, Grove City, OH
March 2023 – May 2024
- Streamlined permit processing and maintained adherence to building codes.
- Coordinated between inspectors, contractors, and administration to ensure compliance.

Certified Permit Technician
City of Grove City, Grove City, OH
July 2021 – March 2023
- Managed permit intake and preliminary code reviews to support the permitting process.
- Provided clear documentation and customer support to applicants.

Communications Technician
City of Grove City, Grove City, OH
March 2021 – July 2021
- Offered clerical and technical support, handling inquiries and departmental communications.

Caseworker
North Central Mental Health Services, Inc., Columbus, Ohio
November 2019 – March 2021
- Conducted client assessments and coordinated community service referrals.

Bryan Parker
Fire Marshal/Safety Director

25+ Years of Experience

CERTIFICATIONS & COMMISSIONS

- Peace Officer, Master – Texas Commission on Law Enforcement
- Structural Firefighter, Master – Texas Commission on Fire Protection
- Arson Investigator, Master – Texas Commission on Fire Protection
- Fire Inspector, Master – Texas Commission on Fire Protection
- Fire Officer I – Texas Commission on Fire Protection
- Fire Officer II – Texas Commission on Fire Protection
- Fire Service Instructor I – Texas Commission on Fire Protection
- Fire Service Instructor II – Texas Commission on Fire Protection
- Fire and Life Safety Educator I & II – Texas Commission on Fire Protection
- Master Fire Marshal – Texas Commission on Fire Protection
- Driver/Operator – Pumper – Texas Commission on Fire Protection
- EMT, Licensed Paramedic – Texas Department of State Health Services
- Nationally Certified Fire & Explosive Investigator – National Association of Fire Investigators

EDUCATION

BAAS, Emergency Management Administration - West Texas A & M University

AAS, Fire Protection & Safety Technology - Weatherford College

Certified in Fire Science Protection & Safety Technology - Navarro College

Work History

Safety Director
Aoka Engineering, Fort Worth, TX
January 2025 – Present

Division Chief – Fire Marshal
City of Grapevine Fire Department, Grapevine, TX
January 2015 – December 2024
- Directed complex fire investigations and data-driven decision-making.
- Supervised inspectors and investigators, optimizing education and enforcement.
- Implemented fire-prevention strategies, reducing incidents.
- Managed division budget, procurement, and staff development.

Assistant Fire Marshal – Captain
City of Grapevine Fire Department, Grapevine, TX
January 2015 – December 2024
- Evaluated fire-safety systems and recommended improvements.
- Conducted inspections of new and existing facilities for code compliance.
- Designed and delivered community outreach and training programs.

Fire Marshal
City of DeSoto Fire Rescue, DeSoto, TX
January 2008 – December 2015
- Investigated fire scenes, collected evidence, and supported prosecutions.
- Coordinated multi-agency responses to structure fires and haz-mat incidents.
- Developed and led fire-safety training and public education initiatives.

Firefighter Paramedic (Arson Investigator)
City of DeSoto Fire Rescue, DeSoto, TX
June 1998 – December 2007
- Conducted arson investigations and managed evidence collection.
- Administered emergency medical aid and firefighting operations.
- Delivered fire-safety training and enforced evacuation protocols.

Jeremy Lucas
Fire Plans Examiner

7+ Years of Experience

LICENSES/CERTIFICATIONS

Intermediate Wildland Firefighter
Master Structure Firefighter
Instructor II
Hazardous Materials Technician
Fire Officer I
Master Arson Investigator
Master Fire Investigator
Master Fire Inspector
Hazardous Materials Incident Commander
Plan Examiner 1
Fire and Life Safety Educator 1
Basic Fire Marshal

EDUCATION

Columbia Southern University
Associate of Applied Science in Fire Science

Jeremy Lucas brings decades of experience in fire safety, investigation, and emergency response since beginning his career in 1996. Rising through the ranks from Firefighter to Captain and Division Chief, he now leads with expertise and dedication. Jeremy holds an Associate of Applied Science in Fire Science from Columbia Southern University and multiple advanced certifications, including Firefighter, Arson Investigator, and Fire Inspector. He is also an Advanced Peace Officer, EMT, and certified instructor in both police and fire disciplines. Known for his critical thinking, empathetic leadership, and systematic approach, Jeremy is a trusted leader committed to public safety and community service.

Work History

Fire Plans Examiner
Aoka Engineering, Fort Worth, TX
May 2024 - Present

Fire Marshal/Assistant Chief
The Colony, Texas
Jan 2023 - May 2024

Fire Marshal/Division Chief
The Colony, Texas
Oct 2020 - Jan 2023

Interim Fire Marshal/Division Chief
The Colony, Texas
Aug 2020 - Oct 2020

Assistant Fire Marshal/Captain
The Colony, Texas
Nov 2018 - Aug 2020

Lieutenant
City of Wichita Falls Fire Department
Jul 2010 - Nov 2018

Andrew Flores
Fire Inspector

15+ Years of Experience

LICENSES/CERTIFICATIONS

Advanced Structure Firefighter
Advanced Fire Inspector
Plan Examiner 1
Basic Wildland Firefighter
Hazardous Materials Technician
Driver Operator-Aerial
Driver Operator-Pumper

EDUCATION

Southwest High School | San Antonio

Andrew, with over 16 years of experience as a Firefighter and Fire Inspector at Aoka, specializes in emergency response and fire safety. He is proficient in advanced firefighting, handling hazardous materials, and scrutinizing safety plans. Known for his strong enforcement of fire codes and meticulous review of new business plans, Andrew demonstrates a steadfast commitment to public safety and regulatory compliance. His analytical skills and collaborative nature make him a vital member of the Aoka team.

Work History

Fire Inspector
Aoka Engineering, Fort Worth, TX
May 2024 - Present

Fire Inspector
City of La Vernia
Oct 2015 - Feb 2023

Firefighter EMT/Fire Inspector
City of Balcones Heights
Mar 2008 - Oct 2015

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Resume

Tiffany McDaniel

Code Enforcement Officer/ Health Inspector

20+ Years of Experience

LICENSES/CERTIFICATIONS

Registered Sanitarian
Texas Department of State Health Services & Texas Department of Licensing & Regulation

Registered Code Enforcement Officer II
Texas Department of Licensing & Regulation

EDUCATION

Master's in Forensics
National University

M.S., Biology
Grambling State University

B.S., Biology
University of Louisiana at Monroe

Work History

Code Enforcement Officer/ Health Inspector
Aoka Engineering, Fort Worth, TX
April 2025 - Present

Code Enforcement Officer
City of League City, TX
Jan 2024 – Mar 2025

- Investigated and resolved vacant-property, vegetation, junk-vehicle, trash/debris, stormwater, sign-ordinance, and tree-preservation violations.
- Drafted violation notices, documented evidence, prepared administrative case files, and managed abatement work orders.

Childcare Licensing Inspector III
Texas Health & Human Services
Oct 2022 – Jan 2023

- Performed pre-inspection, compliance, and annual reviews of childcare facilities against state regulations.
- Created detailed reports and partnered with operators to implement corrective action plans.

Environmental Investigator II
City of Houston, TX
Jun 2021 – Apr 2022

- Conducted field inspections of commercial businesses to enforce backflow-prevention, MS4/stormwater, and environmental health codes.
- Issued citations, updated device records, and collaborated with testing vendors to resolve data discrepancies.

MSA Inspector III
Texas Department of State Health Services
Sep 2018 – Jun 2021

- Audited meat-processing plants and slaughterhouses for Meat Safety Assurance compliance.
- Evaluated sanitation procedures, equipment hygiene, and employee practices; delivered corrective training.

Environmental Investigator II
Harris County Public Health & Environmental Services
Feb 2010 – Sep 2016

- Inspected childcare centers, food-service, and environmental complaints; documented violations and authored regulatory reports.
- Led complex investigations and communicated findings to stakeholders.

Sanitarian & Manufactured Foods-Drug Inspector
DSHS Central Office
Aug 2005 – Jan 2017

- Inspected food and drug establishments for health-code compliance, allergen labeling, and documentation accuracy.
- Streamlined inspection workflows, reducing turnaround times and improving regulatory adherence.

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Resume

Mario Almanza Pruneda
Health Inspector

10+ Years of Experience

LICENSES/CERTIFICATIONS

OSHA 10-Hour General Industry
Occupational Safety & Health Administration

Registered Sanitarian
Texas Department of Licensing & Regulation

Non-Commercial Political Pesticide Applicator License
Texas Department of Agriculture

EDUCATION

B.S., Biology – University of Houston

B.S., Psychology – University of Houston

Work History

Code Enforcement Officer/ Health Inspector
Aoka Engineering, Fort Worth, TX
April 2025 - Present

Auditor II
NSF International
Oct 2023 – Present

- Perform 2nd-party, desk, baseline, registration, and surveillance audits for retail foodservice clients, summarizing findings and managing work plans to meet deadlines.
- Educate restaurant, bar, grocery, and food-service personnel on food-safety standards; develop and leverage collaborative relationships to drive quality outcomes.
- Travel up to 75% across the continental U.S. to conduct on-site readiness and follow-up audits.

Senior Environmental Health Specialist
City of Fulshear Code Enforcement, TX
Feb 2023 – Oct 2023

- Created the Public Health Department from scratch: secured city-council approval, established budget, and designed all operational forms and procedures.
- Partnered daily with Harris and Fort Bend County Public Health directors to coordinate responses during pathogenic outbreaks.
- Led boil-water notice responses—issuing guidance to establishments and producing public-safety protocols to streamline emergency action.

Environmental Investigator II
City of Houston Public Works, Houston, TX
Sep 2022 – Feb 2023

- Conducted cross-connection control surveys: evaluated plumbing drawings, pressure variations, and flow directions to identify backflow hazards.
- Interpreted and enforced state plumbing and installation codes; issued detailed corrective actions and updated device records.

Environmental Health Specialist (Health Inspector)
Harris County Public Health Services, Houston, TX
Oct 2019 – Sep 2022

- Inspected brick-and-mortar and mobile food establishments for compliance with Texas Food Establishment Rules and County sanitation ordinances.
- Investigated environmental and food-safety complaints, documented violations, authored regulatory reports, and provided expert testimony when required.

Terry Harney
Health Inspector

LICENSES/CERTIFICATIONS

Registered Sanitarian (Texas)
Certified Pool/Spa Operator
OSSF Designated Representative
Retail Foods Standardization Inspection/Training Officer
Tennessee Pesticide Applicator (Public Health)
CPR Certified
Licensed Child Care Provider (Texas)
ServSafe Food Manager
Bartending and Beverage Management
State of Tennessee and Texas ABC (Alcohol Beverage Commission) Server Permit
FDA Food Code

EDUCATION

Doctorate in Public Administration, March 2024
Liberty University
Lynchburg, VA

Master of Public Health, August 2018
American Public University Systems
Charles Town, WV

Bachelor of Science in Biology, Minor in Math, 1993
LeMoyne-Owen College
Memphis, TN

Work History

Health Inspector
Aoka Engineering, Fort Worth, TX
January 2023 – Present
- Leads health inspections and regulatory compliance for various projects, collaborating with health authorities.

Sanitarian
Dallas County Health Department, Dallas, TX
December 2017 – Present
- Conducts sanitation inspections and food safety programs, ensuring adherence to health regulations.

Environmental Health Manager
City of Abilene, Community Enhancement Division, Abilene, TX
April 2014 – March 2017
- Managed environmental health operations, including mosquito control and public health investigations.

Environmentalist
Shelby County Health Department, Memphis, TN
1998 – April 2014
- Inspected public facilities for compliance with health standards, educated public on sanitary practices.

Asset Protection Specialist
The Home Depot, Lancaster, TX
November 2021 – September 2022
- Minimized losses from theft and fraud, ensured compliance with safety and environmental programs.

Loss Prevention Specialist
Albertsons/Tom Thumb Grocery Stores, Cedar Hill & DeSoto, TX
August 2019 – June 2022; March 2023 – July 2023
- Prevented shoplifting through surveillance and investigations, ensured asset and customer safety.

Drive Up and Go Supervisor
Albertsons/Tom Thumb Grocery Stores, Cedar Hill, TX
September 2022 – March 2023
- Led e-commerce team, managed online grocery orders and customer interactions.

Correctional Officer IV
State of Texas Department of Criminal Justice, TX
August 2017 – July 2020
- Supervised offenders, ensured facility security and compliance with correctional regulations.

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Resume

Corin Hooper, AICP
Certified Planner

8+ Years of Experience

LICENSES/CERTIFICATIONS

AICP

EDUCATION

Master of City and Regional Planning
Georgia Institute of Technology - Atlanta, GA

Bachelor of Science in Regional Development
University of Arizona - Tucson, AZ

Work History

Certified Planner
Aoka Engineering, Fort Worth, TX
Nov 2023 - Present

Principal Planner
City of San Antonio
Apr 2021 - Nov 2023

- Leads the Current Planning Program, supervising professional planners and support personnel.
- Manages project assignments, oversees compliance with development codes, and maintains liaisons with city divisions and local stakeholders.
- Ensures timely and accurate reporting to Planning and Zoning Commissions and performs site inspections to verify compliance with development codes.

Senior Planner
BJCTA MAX, Birmingham, AL
Apr 2019 - Apr 2021

- Developed over 120 infrastructure maps for client budget meetings and performed comprehensive service performance and financial effectiveness analyses.
- Coordinated with various personnel to improve transit routes and managed National Transit Database reporting.

Regional Encroachment Planner
AGEISS Inc, San Antonio, TX
Jan 2018 - Apr 2019

- Managed GIS data creation and analysis, including over 50 shape files of Accident Potential Zones for Continental United States locations.
- Supported community engagement and compliance efforts through detailed GIS presentations and reports.

GIS Technician
Apple via Apex Systems Inc, Austin, TX
May 2016 - Sep 2017

- Conducted data analysis and validation, managed content reporting, and supported data inquiry responses across various organizational departments.

Pepito P. Bunion, PE, CFM
Civil Engineer

30+ Years of Experience

LICENSES/CERTIFICATIONS

International Code Council (ICC)

ICC Certified Building Plans Examiner
ICC Certified Plumbing Plans Examiner
ICC Certified Commercial Energy Plans Examiner
ICC Certified Residential Energy Inspector/Plans Examiner
ICC Certified Accessibility Inspector/Plans Examiner

Professional Engineer, P.E. (Texas)
Certified Floodplain Manager (Texas)
Engineer In Training, EIT (Texas)

Work History

Civil Engineer Plan Examiner and Flood Plain Manager
Aoka Engineering, Fort Worth, TX
Jun 2023 - Present

Civil Engineer
Development Services, Carrollton, TX
Dec 2011 - Jun 2023
- Manages commercial and residential development projects.
- Reviews civil engineering plans for compliance with codes and ordinances.
- Coordinates design and issuance of project permits and responds to stakeholder inquiries.

Graduate Civil Engineer
Development Services, Carrollton, TX
Feb 2008 - Dec 2011
- Analyzed and reviewed engineering aspects of commercial and residential developments.
- Coordinated project permitting and compliance with city, state, and federal regulations.

Plans Examiner II
Building Inspection Department, Frisco, TX
May 2006 - Feb 2008
- Led the examination of building plans, ensuring compliance with regulations.
- Served as a primary contact for stakeholders, coordinating site development processes.

Plans Examiner
Building Inspection Department, Lubbock, TX
Dec 2001 - Jan 2006
- Reviewed building plans and coordinated the development process, ensuring compliance with city ordinances and codes.

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Industry Leading
Inspections Services & Certified Plan Reviews

The Aoka Guarantee | Try Us Today - Risk Free

Certified Experts
ICC MCPs & CBOs, Licensed Plumbing, Electrical & Certified Fire Inspectors

Rapid Results
Industry-Leading Plan Review Turnaround Time & Next Day Inspections

Customized Solutions
Prioritize Key Projects With Tailored Solutions

True Partnership
Our Experts as Your Extended Team

Aoka's Vertex Plans
Permitting, Scheduling & Inspections – Instant Access, Updates & Reporting

Aoka Guarantee
Risk-Free Pilot Project, No RFP, No Commitments - Just Results!

Your Confidence Matters - Let Us Earn It!

Choosing the right partner can feel challenging. We get it.

That's why we invite you to start with a simple, zero-risk pilot project. Experience our commitment to accuracy, transparency, and swift execution—without any obligation.

1	2	3	4
SELECT PROJECT	**SAME DAY ONBOARDING**	**EXPERIENCE RESULTS**	**DECIDE**
Choose a project that fits your city's current needs	Get started fast with simple setup and clear guidance	See early outcomes and the value we bring firsthand	Evaluate the results and choose how to move forward

Ready to Experience the Aoka 5-Star Difference?

> "Partnering with Aoka has been a game changer for Winona. Their team is responsive, professional, and consistently delivers exceptional service—both to us and our residents."
> ★★★★★ — **City of Winona, TX**

> "Aoka's inspections are second to none—thorough, professional, and proactive. Their clear, actionable feedback via virtual inspections catches issues early and spares us costly delays."
> ★★★★★ — **HUD Administrator, San Antonio, TX**

Get in touch

1751 River Run Suite 200 Fort Worth, TX
info@aokaengineering.org
www.aokaengineering.com

AOKA

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/28/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing the final acceptance of the 2020 Lift Station Mitigation Package 3/Harvey Lift Station Repairs and Mitigation Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the final acceptance of the 2020 Lift Station Mitigation Package 3/Harvey Lift Station Repairs and Mitigation Project (the "Project"). The work has been completed and inspected. All work conforms to City specifications, and the contractor, McDonald Municipal & Industrial, a Division of C.F. McDonald Electric, Inc., has met the terms of the contract. The one-year maintenance bond has run its course without any warranty issues. Staff recommends final acceptance and release of the maintenance bond.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. One-Year Maintenance Bond - Pkg. 3
2. MMI - Release of Bond

RELEASE OF BOND

Date: June 1, 2026
PROJECT NAME: 2020 Lift Station Mitigation Package 3/Harvey Lift Station Repairs & Mitigation Project

TO: McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc.
Attn: Wayne Berkenmeier
5044 Timber Creek
Houston, TX 77017

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year warranty. This Project was brought before the City Council on June 1, 2026, for the acceptance of the One-Year Maintenance Period. The City Council accepted the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from Merchants Bonding Company (Mutual), P.O. Box 14498, Des Moines, IA 50306-3498, which is enclosed.

Jildardo Arias, PE, CFM, ENV SP
Director of Engineering, City Engineer

JA/sm

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/28/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing the final acceptance of the Super Rancho Waterline Improvements Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the final acceptance of the Super Rancho Waterline Improvements Project (the "Project"). The work has been completed and inspected. All work conforms to City specifications, and the contractor, Fancy Brother Construction, LLC, has met the terms of the contract. The one-year maintenance bond has run its course without any warranty issues. Staff recommends final acceptance and release of the maintenance bond.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Fancy Brother Construction Maintenance Bond
2. Fancy Brother Construction - Release of Bond

RELEASE OF BOND

Date: June 1, 2026
PROJECT NAME: Waterline Improvements Project

TO: Fancy Brother Construction, LLC
Attn: Rahim Momin
3902 Canyon Bluff Ct
Houston, TX 77059

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year warranty. This Project was brought before the City Council on June 1, 2026, for the acceptance of the One-Year Maintenance Period. The City Council accepted the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from Western Surety Company, 151 North Franklin, 17th Floor, Chicago, IL 60606, which is enclosed.

Jildardo Arias, PE, CFM, ENV SP
Director of Engineering, City Engineer

JA/sm

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/28/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing the final acceptance of the Blackhawk Boulevard Phase II-B Emergency Work Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the final acceptance of the Blackhawk Boulevard Phase II-B Emergency Work Project (the "Project"). The work has been completed and inspected. All work conforms to City specifications, and the contractor, Westbrook Contractors LLC, has met the terms of the contract. The one-year maintenance bond has run its course without any warranty issues. Staff recommends final acceptance and release of the maintenance bond.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Westbrook - Maintenance Bond - Blackhawk Blvd Emergency Work
2. Westbrook- Release of Bond

RELEASE OF BOND

Date: June 1, 2026
PROJECT NAME: Blackhawk Boulevard Phase II-B Emergency Work Project

TO: Westbrook Contractors, LLC
Attn: Amberlyn Oliver
4216 Tawakon Dr.
Pearland, TX 77584

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year warranty. This Project was brought before the City Council on June 1, 2026, for the acceptance of the One-Year Maintenance Period. The City Council accepted the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from The Ohio Casualty Insurance Company, 175 Berkeley Street, Boston, MA 02116, which is enclosed.

Jildardo Arias, PE, CFM, ENV SP
Director of Engineering, City Engineer

JA/sm

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/12/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing the final acceptance of the 400 Fence Post Road Infrastructure Improvements Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the final acceptance of the 400 Fence Post Road Infrastructure Improvements Project (the "Project"). The work has been completed and inspected. All work conforms to City specifications, and the contractor, Melrose Builders, has met the terms of the contract. The one-year maintenance bond has run its course without any warranty issues. Staff recommends final acceptance and release of the maintenance bond.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Melrose Builders Maintenance Bond
2. Melrose Builders Release of Bond

RELEASE OF BOND

Date: June 1, 2026
PROJECT NAME: 400 Fence Post Road Infrastructure Improvements Project

TO: Melrose Builders, LLC
2404 S Grand Blvd. Ste 120
Pearland, TX 77581

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year warranty. This Project was brought before the City Council on June 1, 2026, for the acceptance of the One-Year Maintenance Period. The City Council accepted the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from Western Surety Company, 101 North Franklin, 17th Floor, Chicago, IL 60606, which is enclosed.

_____
Jildardo Arias, PE, CFM, ENV SP
Director of Engineering, City Engineer

JA/sm

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 02/10/2026

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Margaret Pickell, (ii) Dr. Donald Stran, (iii) the City's Animal Control Supervisor, and (iv) Municipal Official to the Animal Shelter Advisory Committee for a three-year term beginning on July 1, 2026, and ending on June 30, 2029.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Animal Shelter Advisory Committee shall be composed of five members, who are: (i) residents of the City, (ii) business owners who pay ad valorem taxes to the City, or (iii) officers or employees of a business entity that pays ad valorem taxes to the City. Members are appointed by the City Council for staggered three-year terms commencing on July 1. The membership shall include one licensed veterinarian, one municipal official, one person whose duties include the daily operation of an animal shelter, one representative from an animal welfare organization, and one interested citizen.

The following people desire appointment and have met the requirements of the City's Appointment Policy:
(i) Margaret Pickell, (Animal Welfare Organization);
(ii) Donald Stran, DVM (business owner that pays ad valorem taxes to the City);
(iii) the City's Animal Control Supervisor (daily operation of an animal shelter); and
(iv) the City's Municipal Official.

The applicants have complied with the guidelines of the new Appointment Policy and the newly adopted Section 2.23(b) of the Friendswood City Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Pickell, Margaret Volunteer Application_Redacted
2. Stran, Donald Volunteer Application_Redacted

'23 MAY-11 1:38PM

BE A FRIENDSWOOD VOLUNTEER

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

VOLUNTEER APPLICATION

NAME: Margaret Pickell

HOME PHONE: NA

HOME ADDRESS: [redacted]

WORK PHONE: NA

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: vet

SPECIAL INTERESTS AND TALENTS: wildlife rehabilitator

Are you currently serving as a member of any Friendswood governmental body? yes

If so, please name the body: animal shelter advisory committee

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
__✓__ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 25 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
wildlife rehabilition permits (State & Federal)
wildlife rehabilitator for 37 years

Please list any civic or community endeavors in which you have been involved: _____

MP Consent (Initial Here) Do Not Consent (Initial Here)	I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission; and in such a case, no investigation will be performed, and my application will not be further processed.

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

I hereby certify that all statements made on this application and any attachment are true and correct. I acknowledge that any false statement or misrepresentation on this application or attachment will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Margaret Pickell
Signature of Applicant

May 10, 2023
Date

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:* (10 or more years)
animal Shelter Advisory Committe	since it began

PERSONAL REFERENCES:

Please list at least two references.

NAME: Dr. Ann Kivney (veterinarian)
ADDRESS: [redacted] Friendswood
PHONE: [redacted]

NAME: Sharon Schmalz
ADDRESS: Wildlife Center of Texas (executive director)
Houston
PHONE: [redacted]

BE A FRIENDSWOOD VOLUNTEER

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

VOLUNTEER APPLICATION

NAME: DR DONALD C STRAN

HOME PHONE: _____

HOME ADDRESS: [redacted]

WORK PHONE: _____

EMAIL ADDRESS: [redacted]

CELL PHONE [redacted]

OCCUPATION: RETIRED SURGEON

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? _____

If so, please name the body: ANIMAL CONTROL BUILDING// CHAIRMAN

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____SUMMER

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
X_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 26 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
REGISTERED PHARMACIST// FOOT AND ANKLE SURGEON// HORSE BREEDER// CATTLE BREEDER

Please list any civic or community endeavors in which you have been involved:

DCS Consent (Initial Here) Do Not Consent (Initial Here)	I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission; and in such a case, no investigation will be performed, and my application will not be further processed.

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

I hereby certify that all statements made on this application and any attachment are true and correct. I acknowledge that any false statement or misrepresentation on this application or attachment will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Signature of Applicant

5.18.23
Date

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
ANIMAL CONTROL BUILDIONG	INCEPTION-PRESENT

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 02/10/2026

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Willie Anderson, (ii) Stacey Phillips, and (iii) Tram Kim to the Planning and Zoning Commission for a two-year term beginning July 1, 2026, and expiring on June 30, 2028.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission submits recommendations to the City Council, after holding public hearings, on any change or amendment to any of the provisions of the Zoning Ordinance or the Zoning Districts Map: any request for a specific use permit or planned unit development, any change or amendment to the subdivision ordinance: and any related request by Council. In public meetings, the commission also reviews and approves commercial site plans, preliminary and final plats, and subdivision developments. The commission also acts in the capacity of the Capital Improvements Advisory Committee created by Section 395.058 of the Texas Local Government Code.

The following members desire appointment and have met the requirements of the City's Appointment Policy:

(i) Willie Anderson;
(ii) Stacey Phillips; and
(iii) Tram Kim

The applicants have complied with the guidelines of the new Appointment Policy and the newly adopted Section 2.23(b) of the Friendswood City Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Anderson, Willie - Volunteer Application_Redacted
2. Kim, Tram Volunteer Application 2025_Redacted
3. Phillips, Stacey Volunteer Application_Redacted

BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: **WILLIE C. ANDERSON** HOME PHONE: [redacted]

HOME ADDRESS: [redacted] WORK PHONE: _

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted] CELL PHONE: [redacted]

OCCUPATION: **RETIRED ENGINEER & MANAGEMENT CONSULTANT**

SPECIAL INTERESTS AND TALENTS: **PROJECT MANAGEMENT, GARDENING**

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

If so, please name the body:

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

__YES__ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

I AM AVAILABLE FOR

__YES__ LONG-TERM PROJECTS
__YES__ SHORT-TERM PROJECTS
__YES__ DAYTIME
__YES__ EVENING
__YES__ SUMMER

SPECIAL COMMITTEES AS CALLED

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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

DATE OF BIRTH: [redacted]
SEX**:** [redacted]
FRIENDSWOOD RESIDENT FOR **28.5** YEARS

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

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

TX BOARD OF PROFESSIONAL ENGINEERS (23 YEARS); INTERNATIONALLY CERTIFIED COACH; B.S. MECHANICAL ENGINEERING

Please list any civic or community endeavors in which you have been involved: **COMMISSIONER OF GIRLS SOFTBALL LEAGUE (FLOSSMOOR, IL); The Park Homeowners Assn. Board Member**

WCA Consent (Initial Here) Do Not Consent (Initial Here)	I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission: and in such a case, no investigation will be performed, and my application will not be further processed.

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



Signature of Applicant

Date 5 May 2023

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: RICHARD SASSON _____

ADDRESS: [redacted] _____

PHONE: [redacted] _____

NAME: MIKE FOREMAN _____

ADDRESS: [redacted] _____

PHONE: [redacted] _____

Revised 03/31/21 syb

BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Tram Kim

HOME PHONE: N/A

HOME ADDRESS: [redacted]

WORK PHONE: N/A

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Commercial Real Estate Sales Agent

SPECIAL INTERESTS AND TALENTS: I am interested in volunteering, community service & nature/plants.

I appreciate people from all different cultures, and like to negotiate and use all resources to solve problems.

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

If so, please name the body: N/A

AREAS OF INTEREST

Please indicate your primary and secondary interests.

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

I AM AVAILABLE FOR
- Yes LONG-TERM PROJECTS
- SHORT-TERM PROJECTS
- Yes DAYTIME
- EVENING
- SUMMER

I AM AVAILABLE FOR
- Yes LONG-TERM PROJECTS
- SHORT-TERM PROJECTS
- Yes DAYTIME
- EVENING
- SUMMER

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

EDUCATION
- LIBRARY BOARD
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

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

Please use the space below for additional comments.

I graduated from the University of St. Thomas with a Bachelor's degree in International Relations and Religion. My early career began in service, working as a case manager at a nonprofit organization assisting displaced victims of Hurricane Rita. When recovery efforts concluded, I was recruited to the City of Houston's Mayor's Office of Volunteer Initiatives, where I coordinated citywide volunteers and supported the Mayor's Youth Council, helping educate students about local government. Following this, I pursued my teaching certification and spent 10 years in K–12 education, serving in roles such as special education, kindergarten, and ESL. During this time, I earned my Master's degree in Education Administration and completed over 800 hours interning with and shadowing an elementary school principal. My path later shifted into commercial real estate, where I have spent past two years assisting property owners and businesses. This transition was inspired by a personal experience helping a family friend manage and sell commercial properties after her brother's passing. Since then, I have developed a deep commitment to supporting individuals and organizations in their real estate needs. I believe my diverse background in public service, education, and business gives me a strong foundation to contribute meaningfully to the City of Friendswood. I 'd be honored to serve the City of Friendswood, my home.

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

DATE OF BIRTH: [redacted]
SEX: Female
FRIENDSWOOD RESIDENT FOR 1.3 YEARS

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

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

Texas Real Estate License,Texas Accredited Commercial Specialist, I am the Site To Do Business Ambassador for the CCIM Houston/Gulf Coast Chapter.

Please list any civic or community endeavors in which you have been involved: Space Center Rotary Club Community Service Committee Member, Clear Lake Area Chamber of Commerce Diplomat to welcome in new businesses to the local community.

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

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

Sean Kim
Signature of Applicant

08/21/2025
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Revised 03/31/21 syb

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
N/A	N/A

PERSONAL REFERENCES:

Please list at least two references.

NAME: Suzi Howe
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Barbara Cutsinger
ADDRESS: barbara@bayareahouston.com
PHONE: [redacted]

Revised 03/31/21 syb

From: noreply@civicplus.com
To: Leticia Brysch; Raquel Martinez; Linda Newsted
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Thursday, February 1, 2024 7:00:09 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.
If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Stacey
Volunteer Last Name	Phillips
Home Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Business owner (Custom Landscape Design)
Special Interests and Talents	Presently Board President of West Ranch, HLSR committee member, Galveston County Master Gardener, Houston Astros FAN-atic, proud mom of an FHS Senior
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	Primary
Zoning Board of Adjustments & Appeals	Secondary
Keep Friendswood Beautiful Committee	Secondary
Community & Economic Development Committee	*Field not completed.*
Construction Board of Adjustments & Appeals	*Field not completed.*
Investment Committee	*Field not completed.*
Friendswood Downtown Economic Development Corporation	*Field not completed.*

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	*Field not completed.*

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	*Field not completed.*
Library Volunteer	*Field not completed.*
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	Primary
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	*Field not completed.*

(Section Break)

I Am Available For	Long-Term Projects, Short-Term Projects, Evening
Please use the space below for additional comments.	*Field not completed.*

(Section Break)

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

Date of Birth	[redacted]
Sex	Female
How long have you been a Friendswood resident?	10
Have you been convicted of a crime, other than minor traffic violations in the past 10 years?	No
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?	I have over 20 years of experience in the natural gas industry and have owned and operated my own small business for seven years.
Please list any civic or community endeavors in which you have been involved	I have proudly served on the West Ranch HOA Board for 9 years.
Additional Information	SPhillipsResume2023.draft.docx
BACKGROUND CHECK	Consent

(Section Break)

Acknowledgement	I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Stacey Phillips
Date	2/1/2024

Thank you for taking the time to complete this application.

(Section Break)

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission	*Field not completed.*
Dates of Service	*Field not completed.*

(Section Break)

Personal Reference #1: First Name and Last Name	Joe Matranga
Address	[redacted]
City	Friendswood
State	TX

Zip Code	77546
Phone	[redacted]
Email Address	[redacted]
(Section Break)	
Personal Reference #2: First Name and Last Name	Toby Gidney
Address	[redacted]
City	League City
State	TX
Zip Code	77573
Phone	[redacted]
Email Address	[redacted]

Email not displaying correctly? View it in your browser.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 02/10/2026

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Glen Grayban, (ii) Jason Byers, and (iii) Michael Fernandez as regular members, and (iv) Taylor Ross as an alternate member to the Zoning Board of Adjustment for a two-year term beginning July 1, 2026, and expiring June 30, 2028.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Zoning Board of Adjustment shall be composed of five members, who shall be residents of the city. Members will be appointed by at least four members of the city council for two-year terms commencing on July 1st.

The following members desire appointment and have met the requirements of the City's Appointment Policy:

- Glen Grayban;
- Jason Byers;
- Michael Fernandez; and
- Taylor Ross

The applicants have complied with the guidelines of the new Appointment Policy and the newly adopted Section 2.23(b) of the Friendswood City Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Byers, Jason - Volunteer Application_Redacted
2. Grayban, Glen Volunteer Application_Redacted
3. Fernandez, Michael Volunteer Application_Redacted
4. Ross, Taylor Volunteer Application _Redacted





BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Jasun Byers

HOME PHONE [redacted]

HOME ADDRESS [redacted]

WORK PHONE [redacted]

CITY, STATE, ZIP [redacted]

EMAIL ADDRESS [redacted]

CELL PHONE: [redacted]

OCCUPATION: Procurement

SPECIAL INTERESTS AND TALENTS: Expert Negotiator

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Zoning Appeals Board

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION
- ___/___ PLANNING & ZONING COMMISSION
- ___/___ ZONING BOARD OF ADJUSTMENT & APPEALS
- ___/___ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ___/___ COMMUNITY & ECONOMIC DEVELOPMENT
- ___/___ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ___/___ INVESTMENT COMMITTEE
- ___/___ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
- ___/___ LONG-TERM PROJECTS
- ___/___ SHORT-TERM PROJECTS
- ___/___ DAYTIME
- ___/___ EVENING
- ___/___ SUMMER

RECREATION
- ___/___ 4TH OF JULY STEERING COMMITTEE
- ___/___ 4TH OF JULY VOLUNTEER
- ___/___ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
- ___/___ LIBRARY BOARD
- ___/___ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Available as city needs

I AM AVAILABLE FOR
- ___/___ LONG-TERM PROJECTS
- ___/___ SHORT-TERM PROJECTS
- ___/___ DAYTIME
- ___/___ EVENING
- ___/___ SUMMER

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

Please use the space below for additional comments.

9

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

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 7 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I have a business degree. I work in Procurement and understand People & Policies. I have 3 young children so I am vested in the future of Friendswood. Extra in contract management & vendor Management

Please list any civic or community endeavors in which you have been involved: Citizen Advisory Action committee- School Safety committee, Church council President, Boy Scouts of America Church Call Committee, FCSA coach
ZBOA Member

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

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

Signature of Applicant

March 1, 2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
Zoning Board of Appeals	2018-2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: [redacted]
ADDRESS:
PHONE:

NAME: [redacted]
ADDRESS:
PHONE:

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Glen Grayban

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Systems Engineer

SPECIAL INTERESTS AND TALENTS: International IT / Programming / 3D CADD / Drone Pilot

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: ZBOA

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION
- ____ PLANNING & ZONING COMMISSION
- X ZONING BOARD OF ADJUSTMENT & APPEALS
- ____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ____ COMMUNITY & ECONOMIC DEVELOPMENT
- X CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ____ INVESTMENT COMMITTEE
- ____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
- X LONG-TERM PROJECTS
- X SHORT-TERM PROJECTS
- ____ DAYTIME
- ____ EVENING
- ____ SUMMER

I AM AVAILABLE FOR
- ____ LONG-TERM PROJECTS
- ____ SHORT-TERM PROJECTS
- ____ DAYTIME
- ____ EVENING
- ____ SUMMER

RECREATION
- ____ 4TH OF JULY STEERING COMMITTEE
- ____ 4TH OF JULY VOLUNTEER
- ____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
- ____ LIBRARY BOARD
- ____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER
- ____ WEST RANCH MANAGEMENT DISTRICT
- ____ ANIMAL SHELTER ADVISORY COMMITTEE
- ____ VOLUNTEER FIRE DEPT/EMS
- X CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I would like to keep volunteering with the city of friendswood and would be happy to be placed where you think I could do the most good. My education and experience in my engineering days lend itself to zoning and understanding maps and construction drawings. With my information systems background, I may be useful on any committies geared for digital infrastucture of the city both wired and wireless.

Thank you for your consideration.

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

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 20 YEARS

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

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

My education and work background transitioned over the years from Surverying, Architecture and Engineering to programming engineering software, Systems Engineering, Executive IT Management (CIO). I have undergrad degrees both in Engineering Design and Information Systems. I also have a graduate degree in Management Information Systems.

Please list any civic or community endeavors in which you have been involved: Over the years I have volunteered as a director of Friendswood Lakes HOA (2001 - 2015), a director and Parade Marshal for Krew of Gambrinus (2008 - 2013). I have volunteered at Mary Queen during spring fling and sorting out various IT issues. I installed a complete network with servers at St. Clare of Assisi pro bono in 2003. I currently do pro bono programming and drone photography.

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

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

Glen Grayban
Signature of Applicant

04/20/2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Revised 11/04/19 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
ZBOA	2010 - Current

PERSONAL REFERENCES:

Please list at least two references.

NAME: Kevin Holland

ADDRESS: _____

PHONE: _____

NAME: David Smith

ADDRESS: _____

PHONE: _____

BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: MICHAEL FERNANDEZ

HOME PHONE [redacted]

HOME ADDRESS: [redacted]

WORK PHONE [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: REALTOR, CONSULTANT, MEDIATOR

SPECIAL INTERESTS AND TALENTS: HELPING THE COMMUNITY AND OTHERS. TRAIN AND COACHING ORGANIZATIONS AND INDIVIDUALS IN LEADERSHIP, NEGOTIATIONS, AND CONFLICT MANAGEMENT

Are you currently serving as a member of any Friendswood governmental body? YES

If so, please name the body: KEEP FRIENDSWOOD BEAUTIFUL, ZONING BOARD OF ADJUSTMENT

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
- [ ] ELECTION WORKER

PLANNING & PRESERVATION
- [x] PLANNING & ZONING COMMISSION
- [x] ZONING BOARD OF ADJUSTMENT & APPEALS
- [x] KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- [ ] COMMUNITY & ECONOMIC DEVELOPMENT
- [ ] CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- [ ] INVESTMENT COMMITTEE
- [ ] FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
- [x] LONG-TERM PROJECTS
- [x] SHORT-TERM PROJECTS
- [x] DAYTIME
- [x] EVENING
- [x] SUMMER

RECREATION
- [ ] 4TH OF JULY STEERING COMMITTEE
- [ ] 4TH OF JULY VOLUNTEER
- [ ] SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
- [ ] LIBRARY BOARD
- [ ] LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER
- [x] WEST RANCH MANAGEMENT DISTRICT
- [ ] ANIMAL SHELTER ADVISORY COMMITTEE
- [ ] VOLUNTEER FIRE DEPT/EMS
- [ ] CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 7 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
BACHELORS DEGREE PRE-LAW, STUDIED LAW AT SOUTH TEXAS COLLEGE OF LAW
MBA
REALTOR LICENSE, MEDIATOR ARBITRATOR, PHD CANDIDATE INDUSTRIAL & ORGANIZATIONAL PSYCHOLOGY

Please list any civic or community endeavors in which you have been involved: LIGHT HOUSE CHARITY TEAM, HARRIS COUNTY CHILD ADVOCATES, VARIOUS DUTIES WITH KEEP FRIENDSWOOD BEAUTIFUL

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

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

Signature of Applicant

7 - 18 - 19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
KEEP FRIENDSWOOD BEAUTIFUL	SEPT 2017 - CURRENT
ZONING BOARD OF ADJUSTMENTS & APPEALS	MARCH 2018 - JULY 2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: NATASHA McADOO
ADDRESS: [redacted]
PHONE: [redacted]

NAME: MARY DAVILA
ADDRESS: [redacted]
PHONE: [redacted]

Approved 07/10/17 mkw

Linda Newsted

From: noreply@civicplus.com
Sent: Wednesday, July 30, 2025 11:09 AM
To: Leticia Brysch; Raquel Martinez; Linda Newsted
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act. If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Taylor
Volunteer Last Name	Ross
Home Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546-5870

Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Graduate student
Special Interests and Talents	I like to read legal documents and I am currently studying to go to law school.
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	Primary
Zoning Board of Adjustments & Appeals	Primary
Keep Friendswood Beautiful Committee	Secondary
Community & Economic Development Committee	Primary
Construction Board of Adjustments & Appeals	Secondary
Investment Committee	Primary
Friendswood Downtown Economic Development Corporation	Primary

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	Primary
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	*Field not completed.*

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	*Field not completed.*
Library Volunteer	*Field not completed.*
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	Primary

(Section Break)

I Am Available For	Short-Term Projects, Daytime, Evening
Please use the space below for additional comments.	I am currently studying for the LSAT and cannot do anything at night past 7:00 PM M-F. I will be able to attend any time after October 4th.

(Section Break)

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

Date of Birth	[redacted]
Sex	Male
How long have you been a Friendswood resident?	17 years
Have you been convicted of a crime, other than minor traffic violations in the past 10 years?	No
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?	I have a bachelor's degree in Government and have worked in the state legislature as a junior policy analyst. I believe that I am equipped to handle the in-depth analysis required of boards like the charter review and the planning and zoning commission.
Please list any civic or community endeavors in which you have been involved	I have helped raise money for charity with the Folds of Honor at Houston Astros games and local golf courses.
Additional Information	Taylor Ross City Resume.docx.pdf
BACKGROUND CHECK	Consent

(Section Break)

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

Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Taylor Ross
Date	7/30/2025

Thank you for taking the time to complete this application.

(Section Break)

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission	N/A
Dates of Service	N/A

(Section Break)

Personal Reference #1: First Name and Last Name	N/A
Address	N/A
City	N/A
State	N/A
Zip Code	N/A
Phone	N/A
Email Address	N/A

(Section Break)

Personal Reference #2: First Name and Last Name	N/A
Address	N/A
City	N/A
State	N/A
Zip Code	N/A
Phone	N/A
Email Address	N/A

Email not displaying correctly? View it in your browser.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/28/2026

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing Shawna Lewis to the Library Advisory Board to complete an unexpired term effective immediately and ending on June 30, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Library Board helps establish general library policies, represents the public, and its interest in the operation of the library, it secures support for the Library, and communicates the needs of the people to the City Council.

This item allows the Council to appoint Shawna Lewis to complete an unexpired term left by Mr. Brett Stephen, which will commence immediately and expire on June 30, 2027.

The applicant has complied with the guidelines of the new Appointment Policy and the newly adopted Section 2.23(b) of the Friendswood City Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Lewis, Shawna Volunteer Application_Redacted

'26 APR-24 9:50AM

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Shawna Lewis

HOME PHONE: _____

HOME ADDRESS: [redacted]

WORK PHONE: _____

CITY, STATE, ZIP: Friendswood TX 77546

EMAIL ADDRESS: slewis@fisdk12.net

CELL PHONE [redacted]

OCCUPATION: Media Specialist

SPECIAL INTERESTS AND TALENTS: Library Services

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

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
__✓__ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
_____
_____

OTHER
_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I have served on the Library Board as a liaison for FISD for the past several years.

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

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 20 YEARS

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

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

Please list any civic or community endeavors in which you have been involved: Friends of the library, member.

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

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

Shauna Lewis
Signature of Applicant

4-24-26
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
I have been a liaison but not a member.	2024 - present

PERSONAL REFERENCES:

Please list at least two references.

NAME: Madeline Short
ADDRESS: [redacted]
PHONE: _____

NAME: Jo Beth Brezendine
ADDRESS: [redacted]
PHONE: _____

Revised 09/25/25

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 03/13/2026

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Rebecca Hillenburg, (ii) Chris Richardson, (iii) Scott MacKenzie, and (iv) Brett Banfield to the Friendswood Downtown Economic Development Corporation for a two-year term beginning July 1, 2026, and ending on June 30, 2028.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Downtown Economic Development Corporation is a Type B corporation that may undertake projects as described in Chapters 501 and 505 of the Local Government Code, including undertaking projects as authorized by law, including but not limited to:

Projects to promote new or expanded business enterprises in the downtown area as defined by the City of Friendswood Downtown District Map including: streets, targeted infrastructure, paved sidewalks, pedestrian amenities; such as, benches, lighting, signage, other related public improvements and the maintenance and operations expenses for any of the previously described projects.

The following members desire re-appointment and, if appointed, will be their second appointment under the City's new Appointment Policy:

(i) Rebecca Hillenburg,
(ii) Chris Richardson, and
(iii) Scott MacKenzie.

Ron Cox does not desire re-appointment leaving one vacancy on the Corporation.

Brett Banfield has completed the Appointment Policy screening and is being recommended to replace Mr. Cox on the Corporation. If appointed, this will be Mr. Banfield's first appointment to this board under the City's new Appointment Policy.

If appointed, these members will serve a full two-year term beginning July 1, 2026, and ending June 30, 2028.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Banfield, Brett - Volunteer Application_Redacted
2. Hillenburg, Rebecca Volunteer Application_Redacted

3. MacKenzie, Scott, Volunteer Application _Redacted
4. Richardson, Chris - Volunteer Application_Redacted

From: noreply@civicplus.com
To: Leticia Brysch; Raquel Martinez; Linda Newsted
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Tuesday, July 15, 2025 11:29:32 AM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.
If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Brett
Volunteer Last Name	Banfield
Home Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Real Estate Developer & Construction
Special Interests and Talents	Community involvement, working for and with local non-profits for the betterment of Friendswood. Real estate development
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	*Field not completed.*
Zoning Board of Adjustments & Appeals	*Field not completed.*
Keep Friendswood Beautiful Committee	*Field not completed.*
Community & Economic Development Committee	*Field not completed.*
Construction Board of Adjustments & Appeals	*Field not completed.*
Investment Committee	*Field not completed.*
Friendswood Downtown Economic Development Corporation	Secondary

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	*Field not completed.*

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	*Field not completed.*
Library Volunteer	*Field not completed.*
SPECIAL COMMITTEES AS CALLED	2026 Bond Election Ad Hoc Committee

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	*Field not completed.*

(Section Break)

I Am Available For	Long-Term Projects, Short-Term Projects, Daytime, Evening, Summer
Please use the space below for additional comments.	*Field not completed.*

(Section Break)

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

Date of Birth	[redacted]
Sex	Male
How long have you been a Friendswood resident?	57
Have you been convicted of a crime, other than minor traffic violations in the past 10 years?	No
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?	Finance degree, experienced in real estate development & construction, volunteered in many organizations for the past 25 years
Please list any civic or community endeavors in which you have been involved	Served on multiple boards, commissions, and committees for City of Friendswood, non-profits, and FISD. Founded a non-profit organization to improve Downtown Friendswood
Additional Information	*Field not completed.*
BACKGROUND CHECK	Consent

(Section Break)

Acknowledgement	I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Brett E. Banfield
Date	7/15/2025

Thank you for taking the time to complete this application.

(Section Break)

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission	CEDC, P&Z, and several Ad-Hoc committees
Dates of Service	2005 - 2024

(Section Break)

Personal Reference #1: First Name and Last Name	Sally Branson
Address	[redacted]
City	Friendswood

State	TX
Zip Code	77546
Phone	[redacted]
Email Address	*Field not completed.*
(Section Break)	
Personal Reference #2: First Name and Last Name	David Smith
Address	Friendswood
City	Friendswood
State	TX
Zip Code	77546
Phone	[redacted]
Email Address	*Field not completed.*

Email not displaying correctly? View it in your browser.





BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Rebecca Hillenburg HOME PHONE: _____

HOME ADDRESS: [redacted] WORK PHONE: _____

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted] CELL PHONE: [redacted]

OCCUPATION: retired educator

SPECIAL INTERESTS AND TALENTS: Working with children, helping others snow skiing, reading, crocheting, walking

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Friendswood Downtown Economic Development Corp.

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
✓ FDEDC
_____

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

OTHER
_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 30 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
B.S. in Ed, Ed.; MS. in Ed, Ed.; MS in Mgt, UHCL; Ed.D. Baylor, Ed. Admin.
Pastoral Care Cert.

Please list any civic or community endeavors in which you have been involved:
Volunteering with schools
serving on church & city committees

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

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

Rebecca Hellenburg
Signature of Applicant

Jan. 31, 2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
Friendswood ISD Board of Trustees	2005 → Present
CEDC, City of Friendswood	

PERSONAL REFERENCES:

Please list at least two references.

NAME: Thad Roher
ADDRESS [redacted]
PHONE:

NAME: Tony Hopkins
ADDRESS: [redacted]
PHONE:

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Scott MacKenzie

HOME ADDRESS: [redacted]

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: scott.mackenzie@home24bank.com

OCCUPATION: Commercial Banking

HOME PHONE: [redacted]

WORK PHONE:

CELL PHONE:

SPECIAL INTERESTS AND TALENTS: Running, athletics

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

If so, please name the body:

Revised 03/31/21 syb

AREAS OF INTEREST

Please indicate your primary and secondary interests.

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

I AM AVAILABLE FOR
- ✓ LONG-TERM PROJECTS
- ✓ SHORT-TERM PROJECTS
- ✓ DAYTIME
- ✓ EVENING
- ✓ SUMMER

I AM AVAILABLE FOR
- _____ LONG-TERM PROJECTS
- _____ SHORT-TERM PROJECTS
- _____ DAYTIME
- _____ EVENING
- _____ SUMMER

RECREATION
- _____ 4TH OF JULY STEERING COMMITTEE
- _____ 4TH OF JULY VOLUNTEER
- _____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
- _____ LIBRARY BOARD
- _____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

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

Please use the space below for additional comments.

I am interested in serving the City of Friendswood in anyway requested. We have lived in this community since 2019 and could not be happier living in this community.

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

DATE OF BIRTH: [redacted]
SEX: Male
FRIENDSWOOD RESIDENT FOR 5 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? I previously served a 3 year term on the Big Spring Economic Development Board. It is a type A EDC, but I am sure my role would be fairly similar. 19 years experience in commercial banking.

Please list any civic or community endeavors in which you have been involved: Friendswood Rotary Club member and President elect, Friendswood Chamber of Commerce board member,

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

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

Signature of Applicant

Date 5/17/2024

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Revised 03/31/21 syb

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Sid Medina
ADDRESS: [redacted]
PHONE [redacted]

NAME: Darlene Dabney
ADDRESS: [redacted]
PHONE [redacted]

Revised 03/31/21 syb

'23SEP-11 4:35PM

BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Chris Richardson

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: _____

CITY, STATE, ZIP: Friendswood TX 77546

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Retired Air Force Officer

SPECIAL INTERESTS AND TALENTS: Leadership, organization, planning

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

If so, please name the body: _____

Revised 03/31/21 syb

AREAS OF INTEREST

Please indicate your primary and secondary interests.

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

I AM AVAILABLE FOR
- ✓ LONG-TERM PROJECTS
- ____ SHORT-TERM PROJECTS
- ✓ DAYTIME
- ____ EVENING
- ____ SUMMER

I AM AVAILABLE FOR
- ✓ LONG-TERM PROJECTS
- ____ SHORT-TERM PROJECTS
- ✓ DAYTIME
- ____ EVENING
- ____ SUMMER

RECREATION
- ____ 4TH OF JULY STEERING COMMITTEE
- ____ 4TH OF JULY VOLUNTEER
- ____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
- ____ LIBRARY BOARD
- ____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

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

Please use the space below for additional comments.

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

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 5 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? 27 years as active duty Air Force pilot and Commander of organizations of up to 6,000 airmen and budgets in excess of $500 million!

Please list any civic or community endeavors in which you have been involved: None - yet!

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

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

Signature of Applicant

Date 9/8/23

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Mike Foreman

ADDRESS: [redacted]

PHONE: [redacted]

NAME: Dave Baron

ADDRESS: [redacted]

PHONE: [redacted]

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/19/2026

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing Carrie Considine to the Fourth of July Steering Committee for a three-year term effective immediately, and ending on October 31, 2029.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Fourth of July Steering Committee (the "Committee") is a fifteen-member board, who:
(i) are residents of the City,
(ii) are business owners that pay ad valorem taxes to the City, or
(iii) were members of the committee on October 4, 2022,
and who are appointed by at least four members of the City Council for staggered three-year terms commencing November 1st. The Committee is responsible for assisting staff with organizing, planning, coordinating, and overseeing the annual Fourth of July activities of the City, and performing other duties as may be delegated to it by the City Council.

This item allows the Council to appoint the following for a three-year term: (i) Carrie Considine

The applicant has complied with the guidelines of the new Appointment Policy and the newly adopted Section 2.23(b) of the Friendswood City Code. This term is the first of the four three-year terms allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Considine, Carrie Volunteer Application_Redacted

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Caroline (Carrie) Considine

HOME PHONE: _____

HOME ADDRESS: [redacted]

WORK PHONE: _____

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Director of FBO Support Services – Million Air

SPECIAL INTERESTS AND TALENTS: My role includes a wide range of responsibilities, with a strong focus on planning training programs, team building, and events. I also manage vendor relationships and negotiate contracts. I genuinely enjoy planning and coordinating events and watching everything come together. I'm highly organized, detail oriented, and focused on creating experiences that are both seamless and enjoyable for everyone involved.

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

If so, please name the body: N/A

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
__X__ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
__X__ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION
__X__ 4TH OF JULY STEERING COMMITTEE
__X__ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
_____
_____

OTHER
_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Friendswood puts on an incredible Fourth of July celebration, and I'm excited to be involved and contribute to something so meaningful for the community. I would enjoy working alongside the city, fellow committee members and our local vendors to create a fun, well-organized experience for everyone!

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

DATE OF BIRTH: [redacted]
SEX: Female
FRIENDSWOOD RESIDENT FOR 7 YEARS

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

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

I have a Bachelors in Education and Masters in Education Management, combined with professional experience in event planning, program coordination, and vendor management, which have strengthened my organizational, communication, and execution skills.

Please list any civic or community endeavors in which you have been involved:

I am currently on the board of the Westwood Bales PTO, where I help keep everyone organized, obtain sponsorships and donations and assist with events that bring in money for the school.

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

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

Signature of Applicant

4-20-26
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Kennye Miller

ADDRESS: _____

PHONE: [redacted]

NAME: Kristina King

ADDRESS: _____

PHONE: [redacted]

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 11/05/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider appointing the members of the City Council as members of the Board of Directors of Reinvestment Zone Number Two, City of Friendswood.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On June 3, 2024, the City Council appointed the members of the City Council to serve as the initial members of the Board of Directors of Reinvestment Zone Number Two, City of Friendswood. The members of the Board serve two-year terms. This item allows the City Council to continue such appointments by appointing the persons holding positions on the City Council to the Board of Directors. If approved, the appointments for the upcoming term will be as follows:

Director	Beginning of Term	End of Term
Mayor	06/03/2025	06/02/2027
City Councilmember, Position 1	06/03/2025	06/02/2027
City Councilmember, Position 2	06/03/2025	06/02/2027
City Councilmember, Position 3	06/03/2025	06/02/2027
City Councilmember, Position 4	06/03/2025	06/02/2027
City Councilmember, Position 5	06/03/2025	06/02/2027
City Councilmember, Position 6	06/03/2025	06/02/2027

Ordinance No. 2024-17 provides that the tenure of the Mayor and City Councilmembers serving as members of the Board shall be limited to the shorter of the statutory two-year term or the date the Director ceases to be a member of the City Council, whichever occurs first.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/05/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider the appointment of Joe Matranga to the Comprehensive Plan Advisory Committee.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

As part of the Comprehensive Plan update, with assistance from Ardurra Group, an advisory committee was created to assist staff and the consultants throughout the process. The Comprehensive Plan Advisory Committee ("CPAC") is comprised of representatives from businesses, agencies, organizations, public agencies, residents and others. The CPAC meets during the comprehensive plan update process and provides input on the new goals and visions to be included in the updated plan.

Mr. Matranga was originally appointed to this committee as a council liaison. City staff is requesting that he be appointed as a member of CPAC to continue the work with the committee to finish out the update of the Comprehensive Plan.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Matranga, Joe Volunteer Application_Redacted

From: noreply@civicplus.com
To: Raquel Martinez; Linda Newsted
Subject: Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Tuesday, May 5, 2026 10:41:07 AM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.
If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Joe
Volunteer Last Name	Matranga
Home Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Retired Oil & Gas Executive
Special Interests and Talents	I'm a team player with a strong desire to serve and help make our city better.
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	Primary
Zoning Board of Adjustments & Appeals	*Field not completed.*
Keep Friendswood Beautiful Committee	*Field not completed.*
Community & Economic Development Committee	*Field not completed.*
Construction Board of Adjustments & Appeals	*Field not completed.*
Investment Committee	*Field not completed.*
Friendswood Downtown Economic Development Corporation	Primary
Capital Improvements Advisory Committee	Secondary

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	*Field not completed.*

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	*Field not completed.*
Library Volunteer	*Field not completed.*
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	Primary
Volunteer Fire Dept/EMS	*Field not completed.*

Animal Shelter Advisory Committee	Secondary
Charter Review (As Needed)	Primary
	(Section Break)
I Am Available For	Long-Term Projects, Short-Term Projects, Daytime, Evening, Summer
Please use the space below for additional comments.	*Field not completed.*
	(Section Break)
These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.	
Date of Birth	[redacted]
Sex	Male
How long have you been a Friendswood resident?	50
Have you been convicted of a crime, other than minor traffic violations in the past 10 years?	No
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?	Engineering degree from Texas A&M. 39 years in the oil & gas and chemicals industries. 3 years on Friendswood City Council.
Please list any civic or community endeavors in which you have been involved	Past member of Friendswood Planning & Zoning Commission for 5 years. Member of Friendswood Rotary. Past Director on the West Ranch Management District for 2 years. Volunteer with KFB and Heritage Gardeners. Current Board member for Three Little Pitties Rescue for 3 years. Member with the Friends of the Library.
Additional Information	*Field not completed.*
BACKGROUND CHECK	Consent
	(Section Break)
Acknowledgement	I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Joe Matranga
Date	5/5/2026

Thank you for taking the time to complete this application.

(Section Break)

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission	City Council, Planning & Zoning Commission, West Ranch Management District
Dates of Service	*Field not completed.*
	(Section Break)
Personal Reference #1: First Name and Last Name	Kim Brizendine
Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Phone	[redacted]
Email Address	[redacted]
	(Section Break)
Personal Reference #2: First Name and Last Name	Dave Smith
Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Phone	[redacted]
Email Address	[redacted]

Email not displaying correctly? View it in your browser.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/28/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the ad valorem tax report for April 2026.

Originating Department: Finance

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive the ad valorem tax report for April 2026.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. April 2026 GalCo Tax

Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us

May 7, 2026

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of April, 2026 is true and correct.

Under my hand and seal this 7th day of May, 2026.

Cheryl E. Johnson

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Sergio Cruz, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland
Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Consolidated Drainage District
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1

WCID No. 12
WCID No. 19
Bay Colony West MUD
Galveston County MUD No. 2
Galveston County MUD No. 3
South Shore Harbour MUD No. 2
South Shore Harbour MUD No. 3
South Shore Harbour MUD No. 6
South Shore Harbour MUD No. 7
Westwood Management District
Galveston County MUD No. 35
Galveston County MUD No. 81
Galveston County MUD No. 82

Non Entity Partners (as appropriate):

Clear Creek Independent School District
Friendswood Independent School District
Santa Fe Independent School District
Texas City Independent School District
Flamingo Isles MUD
Galveston Co Management Dist #1
Galveston County MUD No. 1
Galveston County MUD No. 6
Galveston County MUD No. 14
Galveston County MUD No. 15
Galveston County MUD No. 29
Galveston County MUD No. 30
Galveston County MUD No. 31
Galveston County MUD No. 32
Galveston County MUD No. 39
Galveston County MUD No. 43
Galveston County MUD No. 45
Galveston County MUD No. 46
Galveston County MUD No. 52
Galveston County MUD No. 54
Galveston County MUD No. 56
Galveston County MUD No. 66
Galveston County MUD No. 68
WCID No. 8
West Ranch Management Dist. #1

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2025	M & O	.399749	141,976.20	.00	11,782.35	.00	153,758.55	159.87	.00	.00	153,918.42
	I & S	.114423	40,638.83	.00	3,372.65	.00	44,011.48	.00	.00	.00	44,011.48
	TOTAL	.514172	182,615.03	.00	15,155.00	.00	197,770.03	159.87	.00	.00	197,929.90
2024	M & O	.404140	1,404.33-	.00	772.33	.00	632.00-	1,075.45	.00	.00	443.45
	I & S	.110032	382.35-	.00	210.34	.00	172.01-	.00	.00	.00	172.01-
	TOTAL	.514172	1,786.68-	.00	982.67	.00	804.01-	1,075.45	.00	.00	271.44
2023	M & O	.379450	2,521.21	.00	1,068.81	.00	3,590.02	920.05	.00	.00	4,510.07
	I & S	.121278	805.83	.00	341.60	.00	1,147.43	.00	.00	.00	1,147.43
	TOTAL	.500728	3,327.04	.00	1,410.41	.00	4,737.45	920.05	.00	.00	5,657.50
2022	M & O	.388560	118.94	.00	60.67	.00	179.61	37.97	.00	.00	217.58
	I & S	.098754	30.23	.00	15.41	.00	45.64	.00	.00	.00	45.64
	TOTAL	.487314	149.17	.00	76.08	.00	225.25	37.97	.00	.00	263.22
2021	M & O	.385147	74.14	.00	46.71	.00	120.85	22.94	.00	.00	143.79
	I & S	.102167	19.67	.00	12.39	.00	32.06	.00	.00	.00	32.06
	TOTAL	.487314	93.81	.00	59.10	.00	152.91	22.94	.00	.00	175.85
2020	M & O	.392153	68.63	.00	51.47	.00	120.10	22.39	.00	.00	142.49
	I & S	.095161	16.65	.00	12.49	.00	29.14	.00	.00	.00	29.14
	TOTAL	.487314	85.28	.00	63.96	.00	149.24	22.39	.00	.00	171.63
2019	M & O	.432160	52.45	.00	45.62	.00	98.07	23.67	.00	.00	121.74
	I & S	.089279	10.83	.00	9.43	.00	20.26	.00	.00	.00	20.26
	TOTAL	.521439	63.28	.00	55.05	.00	118.33	23.67	.00	.00	142.00
ALL	M & O		143,407.24	.00	13,827.96	.00	157,235.20	2,262.34	.00	.00	159,497.54
ALL	I & S		41,139.69	.00	3,974.31	.00	45,114.00	.00	.00	.00	45,114.00
ALL	TOTAL		184,546.93	.00	17,802.27	.00	202,349.20	2,262.34	.00	.00	204,611.54
DLQ	M & O		1,431.04	.00	2,045.61	.00	3,476.65	2,102.47	.00	.00	5,579.12
DLQ	I & S		500.86	.00	601.66	.00	1,102.52	.00	.00	.00	1,102.52
DLQ	TOTAL		1,931.90	.00	2,647.27	.00	4,579.17	2,102.47	.00	.00	6,681.64
CURR	M & O		141,976.20	.00	11,782.35	.00	153,758.55	159.87	.00	.00	153,918.42
CURR	I & S		40,638.83	.00	3,372.65	.00	44,011.48	.00	.00	.00	44,011.48
CURR	TOTAL		182,615.03	.00	15,155.00	.00	197,770.03	159.87	.00	.00	197,929.90

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY	CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT	CAT
2023	RF260422	1084720000078	202401	406.56-	0.00	0.00	0.00	HK32	406.56	0.00	RF
2023	RF260422	1084720000078	202401	0.00	0.00	0.00	0.00	HK32	406.56-	406.56-	RF
2023	RF260422	1097990000011	202401	0.00	0.00	0.00	0.00	HK32	125.18-	125.18-	RF
2023	RF260422	1097990000011	202401	125.18-	0.00	0.00	0.00	HK32	125.18	0.00	RF
		2023 TOTAL		531.74-	0.00	0.00	0.00		0.00	531.74-	
2024	RF260422	1004120000016	202501	0.00	0.00	0.00	0.00	HK20	128.54-	128.54-	RF
2024	RF260422	1004120000016	202501	128.54-	0.00	0.00	0.00	HK20	128.54	0.00	RF
2024	RF260422	1035020000015	202412	256.34-	0.00	0.00	0.00	HK20	256.34	0.00	RF
2024	RF260422	1035020000015	202412	0.00	0.00	0.00	0.00	HK20	256.34-	256.34-	RF
2024	RF260422	1097990000011	202412	0.00	0.00	0.00	0.00	HK20	244.85-	244.85-	RF
2024	RF260422	1097990000011	202412	244.85-	0.00	0.00	0.00	HK20	244.85	0.00	RF
2024	RF260422	1098340000007	202501	704.98-	0.00	0.00	0.00	HK20	704.98	0.00	RF
2024	RF260422	1098340000007	202501	0.00	0.00	0.00	0.00	HK20	704.98-	704.98-	RF
2024	RF260422	1172920010001	202412	0.00	0.00	0.00	0.00	HK20	45.12-	45.12-	RF
2024	RF260422	1172920010001	202412	45.12-	0.00	0.00	0.00	HK20	45.12	0.00	RF
2024	RF260422	1224690010002	202503	2,233.23-	0.00	200.99-	0.00	HK20	2,434.22	0.00	RF
2024	RF260422	1224690010002	202503	0.00	0.00	0.00	0.00	HK20	2,434.22-	2,434.22-	RF
2024	RF260427	219106	202412	0.00	0.00	0.00	0.00	24S2	128.55-	128.55-	RF
2024	RF260427	219106	202412	128.55-	0.00	0.00	0.00	24S2	128.55	0.00	RF
2024	RF260422	H330520000003	202501	2,784.90-	0.00	0.00	0.00	HK20	2,784.90	0.00	RF
2024	RF260422	H330520000003	202501	0.00	0.00	0.00	0.00	HK20	2,784.90-	2,784.90-	RF
		2024 TOTAL		6,526.51-	0.00	200.99-	0.00		0.00	6,727.50-	
2025	RF260422	1004120000002	202512	0.00	0.00	0.00	0.00	HK09	295.99-	295.99-	RF
2025	RF260422	1004120000002	202512	295.99-	0.00	0.00	0.00	HK09	295.99	0.00	RF
2025	RF260422	1004120000016	202601	28.84-	0.00	0.00	0.00	HK09	28.84	0.00	RF
2025	RF260422	1004120000016	202601	0.00	0.00	0.00	0.00	HK09	99.70-	99.70-	RF
2025	RF260422	1004120000016	202601	99.70-	0.00	0.00	0.00	HK09	99.70	0.00	RF
2025	RF260422	1004120000016	202601	0.00	0.00	0.00	0.00	HK09	28.84-	28.84-	RF
2025	RF260422	1035020000015	202512	281.31-	0.00	0.00	0.00	HK09	281.31	0.00	RF
2025	RF260422	1035020000015	202512	0.00	0.00	0.00	0.00	HK09	281.31-	281.31-	RF
2025	RF260422	1043390000025	202512	291.99-	0.00	0.00	0.00	HK09	291.99	0.00	RF
2025	RF260422	1043390000025	202512	0.00	0.00	0.00	0.00	HK09	291.99-	291.99-	RF
2025	RF260422	1043400000002	202512	316.22-	0.00	0.00	0.00	HK09	316.22	0.00	RF
2025	RF260422	1043400000002	202512	0.00	0.00	0.00	0.00	HK09	316.22-	316.22-	RF
2025	RF260422	1050080000025	202512	294.50-	0.00	0.00	0.00	HK09	294.50	0.00	RF
2025	RF260422	1050080000025	202512	0.00	0.00	0.00	0.00	HK09	294.50-	294.50-	RF
2025	RF260422	1050150000007	202512	265.52-	0.00	0.00	0.00	HK09	265.52	0.00	RF
2025	RF260422	1050150000007	202512	0.00	0.00	0.00	0.00	HK09	265.52-	265.52-	RF
2025	RF260422	1057830000003	202512	0.00	0.00	0.00	0.00	HK09	129.50-	129.50-	RF

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY	CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT	CAT
2025	RF260422	1057830000003	202512	129.50-	0.00	0.00	0.00	HK09	129.50	0.00	RF
2025	902040726T	1063200000001	202512	1,471.66-	0.00	0.00	0.00	25HC	0.00	1,471.66-	TR
2025	RF260422	1097990000011	202512	212.33-	0.00	0.00	0.00	HK09	212.33	0.00	RF
2025	RF260422	1097990000011	202512	0.00	0.00	0.00	0.00	HK09	212.33-	212.33-	RF
2025	RF260422	1098340000007	202512	704.98-	0.00	0.00	0.00	HK09	704.98	0.00	RF
2025	RF260422	1098340000007	202512	0.00	0.00	0.00	0.00	HK09	704.98-	704.98-	RF
2025	908042926T	1215220020005	202512	2,076.84-	0.00	0.00	0.00	25HC	0.00	2,076.84-	TR
2025	902040726T	1227720020011	202511	1,980.48-	0.00	0.00	0.00	25HC	0.00	1,980.48-	TR
2025	RF260422	1254280010003	202512	484.59-	0.00	0.00	0.00	HK09	484.59	0.00	RF
2025	RF260422	1254280010003	202512	0.00	0.00	0.00	0.00	HK09	484.59-	484.59-	RF
2025	104175042926	1254280020006	202604	690.67-	0.00	0.00	0.00	25HC	0.00	690.67-	TR
2025	RF260422	1254280030015	202512	0.00	0.00	0.00	0.00	HK09	128.54-	128.54-	RF
2025	RF260422	1254280030015	202512	128.54-	0.00	0.00	0.00	HK09	128.54	0.00	RF
2025	RF260422	1254280090015	202512	94.61-	0.00	0.00	0.00	HK09	94.61	0.00	RF
2025	RF260422	1254280090015	202512	0.00	0.00	0.00	0.00	HK09	94.61-	94.61-	RF
2025	902041426T	1277950040006	202601	2,897.13-	0.00	0.00	0.00	25HC	0.00	2,897.13-	TR
2025	RF260422	1277950080042	202601	1,201.96-	0.00	0.00	0.00	HK09	1,201.96	0.00	RF
2025	RF260422	1277950080042	202601	0.00	0.00	0.00	0.00	HK09	1,201.96-	1,201.96-	RF
2025	RF260427	201769	202512	353.77-	0.00	0.00	0.00	25S9	353.77	0.00	RF
2025	RF260427	201769	202512	0.00	0.00	0.00	0.00	25S9	353.77-	353.77-	RF
2025	908042926T	202263	202512	1,971.05-	0.00	0.00	0.00	CERT	0.00	1,971.05-	TR
2025	RF260427	203222	202512	84.98-	0.00	0.00	0.00	25S9	84.98	0.00	RF
2025	RF260427	203222	202512	0.00	0.00	0.00	0.00	25S9	84.98-	84.98-	RF
2025	902041326T	203317	202512	1,590.56-	0.00	0.00	0.00	CERT	0.00	1,590.56-	TR
2025	RF260427	219106	202512	128.55-	0.00	0.00	0.00	25S9	128.55	0.00	RF
2025	RF260427	219106	202512	0.00	0.00	0.00	0.00	25S9	128.55-	128.55-	RF
2025	902040626T	233555	202602	1,708.59-	0.00	119.59-	0.00	CERT	0.00	1,828.18-	TR
2025	902040626T	233555	202603	31.99-	0.00	0.00	0.00	CERT	0.00	31.99-	TR
2025	QR260406	233555	202602	457.05-	0.00	0.00	0.00	CERT	0.00	457.05-	TR
2025	QR260406	233555	202602	457.05-	0.00	0.00	0.00	CERT	0.00	457.05-	TR
2025	QR260406	233555	202602	425.04-	0.00	0.00	0.00	CERT	0.00	425.04-	TR
2025	QR260406	233555	202603	31.99-	0.00	0.00	0.00	CERT	0.00	31.99-	TR
2025	RF260427	287519	202512	302.50-	0.00	0.00	0.00	25S9	302.50	0.00	RF
2025	RF260427	287519	202512	0.00	0.00	0.00	0.00	25S9	302.50-	302.50-	RF
2025	RF260409	384358	202601	291.36-	0.00	0.00	0.00	CERT	291.36	0.00	RF
2025	RF260409	384358	202601	0.00	0.00	0.00	0.00	CERT	291.36-	291.36-	RF
2025	902040226T	394231	202602	3,082.34-	0.00	215.76-	0.00	CERT	0.00	3,298.10-	TR
2025	QR260402	394231	202602	824.53-	0.00	0.00	0.00	CERT	0.00	824.53-	TR
2025	QR260402	394231	202602	824.53-	0.00	0.00	0.00	CERT	0.00	824.53-	TR
2025	QR260402	394231	202602	766.79-	0.00	0.00	0.00	CERT	0.00	766.79-	TR
2025	902041426T	407392	202511	3,114.55-	0.00	0.00	0.00	CERT	0.00	3,114.55-	TR
2025	RF260427	513648	202512	259.14-	0.00	0.00	0.00	25S9	259.14	0.00	RF
2025	RF260427	513648	202512	0.00	0.00	0.00	0.00	25S9	259.14-	259.14-	RF
2025	RF260427	524701	202512	0.00	0.00	0.00	0.00	25S9	186.92-	186.92-	RF
2025	RF260427	524701	202512	186.92-	0.00	0.00	0.00	25S9	186.92	0.00	RF

REVERSALS DETAIL SCHEDULE
FROM: 04/01/2026 THRU 04/30/2026
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY	CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT	CAT
2025	RF260427	605204	202512	38.56-	0.00	0.00	0.00	25S9	38.56	0.00	RF
2025	RF260427	605204	202512	0.00	0.00	0.00	0.00	25S9	38.56-	38.56-	RF
2025	RF260427	606722	202601	0.00	0.00	0.00	0.00	25S9	363.39-	363.39-	RF
2025	RF260427	606722	202601	363.39-	0.00	0.00	0.00	25S9	363.39	0.00	RF
2025	RF260427	711448	202511	172.46-	0.00	0.00	0.00	25S9	172.46	0.00	RF
2025	RF260427	711448	202511	0.00	0.00	0.00	0.00	25S9	172.46-	172.46-	RF
2025	RF260420	733850	202601	0.00	0.00	0.00	0.00	25S9	647.86-	647.86-	RF
2025	RF260420	733850	202601	647.86-	0.00	0.00	0.00	25S9	647.86	0.00	RF
2025	RF260427	743585	202601	0.00	0.00	0.00	0.00	25S9	653.67-	653.67-	RF
2025	RF260427	743585	202601	653.67-	0.00	0.00	0.00	25S9	653.67	0.00	RF
2025	719040726PHC	751212	202603	578.47-	0.00	0.00	0.00	CERT	0.00	578.47-	RI
		2025 TOTAL		33,295.05-	0.00	335.35-	0.00		0.00	33,630.40-	
		YEAR 2023									
		REFUNDS		531.74-	0.00	0.00	0.00		0.00	531.74-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00		0.00	0.00	
		TOTAL		531.74-	0.00	0.00	0.00		0.00	531.74-	
		YEAR 2024									
		REFUNDS		6,526.51-	0.00	200.99-	0.00		0.00	6,727.50-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00		0.00	0.00	
		TOTAL		6,526.51-	0.00	200.99-	0.00		0.00	6,727.50-	
		ALL YEARS									
		REFUNDS		23,685.73-	0.00	200.99-	0.00		0.00	23,886.72-	
		RETURNED ITEMS		1,156.94-	0.00	0.00	0.00		0.00	1,156.94-	
		TRANSFERS/REVERSALS		48,805.68-	0.00	670.70-	0.00		0.00	49,476.38-	
		TOTAL		73,648.35-	0.00	871.69-	0.00		0.00	74,520.04-	

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 04/01/2026 THRU 04/30/2026
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2019 TOTAL		63.28	0.00	55.05	23.67	0.00	142.00
	2020 TOTAL		85.28	0.00	63.96	22.39	0.00	171.63
	2021 TOTAL		93.81	0.00	59.10	22.94	0.00	175.85
	2022 TOTAL		149.17	0.00	76.08	37.97	0.00	263.22
	2023 TOTAL		3,858.78	0.00	1,410.41	920.05	0.00	6,189.24
	2024 TOTAL		4,739.83	0.00	1,183.66	1,075.45	0.00	6,998.94
	2025 TOTAL		215,910.08	0.00	15,490.35	159.87	0.00	231,560.30
	TOTAL PAYMENTS		224,900.23	0.00	18,338.61	2,262.34	0.00	245,501.18
	2023 TOTAL		531.74-	0.00	0.00	0.00	0.00	531.74-
	2024 TOTAL		6,526.51-	0.00	200.99-	0.00	0.00	6,727.50-
	2025 TOTAL		33,295.05-	0.00	335.35-	0.00	0.00	33,630.40-
	TOTAL REVERSALS		40,353.30-	0.00	536.34-	0.00	0.00	40,889.64-
	TOTAL FOR UNIT		184,546.93	0.00	17,802.27	2,262.34	0.00	204,611.54

FISCAL START: 08/01/2025 END: 07/31/2026 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE		TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	5,921,204,982	282,186,037	6,203,391,019	0	00.514172	29,447,237.20	17,310

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2025	28,085,783.72	1,361,453.48	1,361,453.48	28,337,971.50	28,337,971.50	1,109,265.70	96.23	0.00
2024	292,504.02	71,255.52-	71,255.52-	30,816.34	30,816.34	190,432.16	13.93	0.00
2023	90,269.76	25,456.86-	25,456.86-	1,040.00-	1,040.00-	65,852.90	1.60-	0.00
2022	46,639.80	40.94	40.94	4,175.00	4,175.00	42,505.74	8.94	0.00
2021	27,567.15	2,987.51-	2,987.51-	145.72	145.72	24,433.92	.59	0.00
2020	19,946.57	.00	0.00	838.29	838.29	19,108.28	4.20	0.00
2019	15,213.80	.00	0.00	439.66	439.66	14,774.14	2.89	0.00
2018	12,293.33	.00	0.00	393.15	393.15	11,900.18	3.20	0.00
2017	11,156.64	.00	0.00	146.92	146.92	11,009.72	1.32	0.00
2016	9,727.29	.00	0.00	258.42	258.42	9,468.87	2.66	0.00
2015	9,600.44	.00	0.00	265.02	265.02	9,335.42	2.76	0.00
2014	6,417.74	.00	0.00	196.80	196.80	6,220.94	3.07	0.00
2013	6,272.78	.00	0.00	62.20	62.20	6,210.58	.99	0.00
2012	5,458.39	.00	0.00	2.33	2.33	5,456.06	.04	0.00
2011	5,550.88	.00	0.00	1.42	1.42	5,549.46	.03	0.00
2010	3,596.44	.00	0.00	0.59	0.59	3,595.85	.02	0.00
2009	5,154.38	.00	0.00	0.58	0.58	5,153.80	.01	0.00
2008	4,278.43	.00	0.00	0.58	0.58	4,277.85	.01	0.00
2007	1,318.21	.00	0.00	0.58	0.58	1,317.63	.04	0.00
2006	2,437.90	.00	0.00	0.58	0.58	2,437.32	.02	0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61		0.00
2004	1,537.12	.00	0.00	0.00	0.00	1,537.12		0.00
****	28,663,895.40	1,261,794.53	1,261,794.53	28,374,675.68	28,374,675.68	1,551,014.25		0.00
CURR	28,085,783.72	1,361,453.48	1,361,453.48	28,337,971.50	28,337,971.50	1,109,265.70		0.00
DELQ	578,111.68	99,658.95-	99,658.95-	36,704.18	36,704.18	441,748.55		0.00

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2025
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2026
LAND VALUE	8,027,944,608	8,027,944,608	79,640,161	3,762,017-	75,878,144	8,103,822,752
AG EXCLUSION	39,387,887	39,387,887	8,197,470	550,750	8,748,220	48,136,107
IMPROVEMENTS	1,061,342,920	1,061,342,920	351,636,129	38,101,648-	313,534,481	1,374,877,401
APPRAISED VALUE	8,027,944,608	8,027,944,608	431,276,290	41,863,665-	389,412,625	8,417,357,233
EXEMPTIONS	2,067,351,739	2,067,351,739	94,658,722	12,017,116	107,226,588	2,174,578,327
TAXABLE VALUE	5,921,204,982	5,921,204,982	336,617,568	54,431,531-	282,186,037	6,203,391,019
LEVY	28,085,783.72	28,085,783.72	1,925,602.97	564,149.49-	1,361,453.48	29,447,237.20
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,479	10,479	666	158	830	11,309
OVER 65	3,794	3,794	208	58	267	4,061
DISABLED	190	190	9	3	12	202
VETERAN	271	271	19	1	20	291
TOTAL EXEMPT	92	92	0	0	0	92

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2024
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2026
LAND VALUE	7,686,327,908	7,686,327,908	87,123	0	87,123	7,686,415,031
AG EXCLUSION	36,196,207	36,196,207	0	3,720-	3,720-	36,192,487
IMPROVEMENTS	1,020,792,976	1,020,792,976	14,331,568	17,399,684-	3,068,116-	1,017,724,860
APPRAISED VALUE	7,686,327,908	7,686,327,908	14,418,691	17,399,684-	2,980,993-	7,683,346,915
EXEMPTIONS	2,032,678,237	2,032,678,237	3,786,226	8,550,473	12,332,979	2,045,011,216
TAXABLE VALUE	5,617,453,464	5,617,453,464	10,632,465	25,946,437-	15,313,972-	5,602,139,492
LEVY	292,504.02	292,504.02	54,669.17	125,924.69-	71,255.52-	221,248.50
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	0	53	53	10,719
OVER 65	3,772	3,772	0	16	16	3,788
DISABLED	190	190	0	1	1	191
VETERAN	268	268	0	1-	1-	267
TOTAL EXEMPT	86	86	0	0	0	86

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2023
JURISDICTION: 0337 FRIENDWD CITY

ALL PROPERTY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2026
LAND VALUE	7,378,007,830	7,378,007,830	83,780	0	83,780	7,378,091,610
AG EXCLUSION	32,425,077	32,425,077	0	0	0	32,425,077
IMPROVEMENTS	942,980,218	942,980,218	186,423	4,111,864-	3,925,441-	939,054,777
APPRAISED VALUE	7,378,007,830	7,378,007,830	270,203	4,111,864-	3,841,661-	7,374,166,169
EXEMPTIONS	2,071,397,163	2,071,397,163	137,293	2,219,959	2,357,252	2,073,754,415
TAXABLE VALUE	5,274,185,590	5,274,185,590	132,910	6,331,823-	6,198,913-	5,267,986,677
LEVY	90,269.76	90,269.76	427.95	25,884.81-	25,456.86-	64,812.90
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	1	22	23	10,450
OVER 65	3,603	3,603	0	8	8	3,611
DISABLED	178	178	1	1	2	180
VETERAN	259	259	1	1	2	261
TOTAL EXEMPT	88	88	0	0	0	88

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2022
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2026
LAND VALUE	6,593,325,295	6,593,325,295	18,801	0	18,801	6,593,344,096
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	0	209,170-	209,170-	873,565,927
APPRAISED VALUE	6,593,325,295	6,593,325,295	18,801	209,170-	190,369-	6,593,134,926
EXEMPTIONS	1,782,152,718	1,782,152,718	0	168,098-	168,098-	1,781,984,620
TAXABLE VALUE	4,778,686,394	4,778,686,394	18,801	41,072-	22,271-	4,778,664,123
LEVY	46,639.80	46,639.80	91.62	50.68-	40.94	46,680.74
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	2-	2-	10,593
OVER 65	3,475	3,475	0	1-	1-	3,474
DISABLED	180	180	0	0	0	180
VETERAN	253	253	0	1	1	254
TOTAL EXEMPT	84	84	0	0	0	84

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2026
LAND VALUE	5,827,810,207	5,827,810,207	0	0	0	5,827,810,207
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	0	624,418-	624,418-	774,533,047
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	624,418-	624,418-	5,827,185,789
EXEMPTIONS	1,579,451,702	1,579,451,702	0	20,064-	20,064-	1,579,431,638
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	604,354-	604,354-	4,214,062,838
LEVY	27,567.15	27,567.15	.00	2,987.51-	2,987.51-	24,579.64
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	0	0	10,298
OVER 65	3,255	3,255	0	0	0	3,255
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	0	0	240
TOTAL EXEMPT	84	84	0	0	0	84

Summary of Jurisdiction Remittances Processed Property Tax File

Batch Seq 5141179

For Remitted Deposit Dates 04/01/2026 thru 04/30/2026 as of 05/04/2026

Report run on: May 4, 2026 3:06 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 97956	Print Date:05/01/2026						
	Current	33,825.21	9,682.07	0.00	0.00	0.00	43,507.28
	Delq	2,353.45	739.77	0.00	0.00	0.00	3,093.22
Last Deposit Date	04/02/2026	$36,178.66	$10,421.84	$0.00	$0.00	$0.00	$46,600.50
ACH 98002	Print Date:05/01/2026						
	Current	2,839.94	812.90	0.00	0.00	0.00	3,652.84
	Delq	3.17	0.86	0.00	0.00	0.00	4.03
Last Deposit Date	04/06/2026	$2,843.11	$813.76	$0.00	$0.00	$0.00	$3,656.87
ACH 98048	Print Date:05/01/2026						
	Current	14,502.45	4,151.16	0.00	0.00	0.00	18,653.61
	Delq	420.02	120.55	0.00	0.00	0.00	540.57
Last Deposit Date	04/08/2026	$14,922.47	$4,271.71	$0.00	$0.00	$0.00	$19,194.18
ACH 98093	Print Date:05/01/2026						
	Current	12,694.19	3,633.56	0.00	0.00	0.00	16,327.75
	Delq	572.86	154.32	0.00	0.00	0.00	727.18
Last Deposit Date	04/10/2026	$13,267.05	$3,787.88	$0.00	$0.00	$0.00	$17,054.93
ACH 98130	Print Date:05/01/2026						
	Current	7,802.00	2,233.21	0.00	0.00	0.00	10,035.21
	Delq	228.55	62.23	0.00	0.00	0.00	290.78
Last Deposit Date	04/14/2026	$8,030.55	$2,295.44	$0.00	$0.00	$0.00	$10,325.99
ACH 98171	Print Date:05/01/2026						
	Current	20,541.59	5,879.76	0.00	0.00	0.00	26,421.35
	Delq	699.97	190.58	0.00	0.00	0.00	890.55
Last Deposit Date	04/17/2026	$21,241.56	$6,070.34	$0.00	$0.00	$0.00	$27,311.90
ACH 98217	Print Date:05/01/2026						
	Current	28,953.22	8,287.49	0.00	0.00	0.00	37,240.71
	Delq	(1,679.24)	(411.05)	0.00	0.00	0.00	(2,090.29)
Last Deposit Date	04/28/2026	$27,273.98	$7,876.44	$0.00	$0.00	$0.00	$35,150.42
ACH 98264	Print Date:05/01/2026						
	Current	32,599.95	9,331.33	0.00	0.00	0.00	41,931.28
	Delq	877.87	245.26	0.00	0.00	0.00	1,123.13
Last Deposit Date	04/30/2026	$33,477.82	$9,576.59	$0.00	$0.00	$0.00	$43,054.41
	Total:	**$157,235.20**	**$45,114.00**	**$0.00**	**$0.00**	**$0.00**	**$202,349.20**

FISCAL START: 08/01/2025 END: 07/31/2026 JURISDICTION: 0175 FRIENDWD CITY CENTER PID

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE		TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	4,095,664	4,095,664	0	00.000000	1,083,718.80	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2025	0.00	1,083,718.80	1,083,718.80	69,934.49	69,934.49	1,013,784.31	6.45	0.00
****	0.00	1,083,718.80	1,083,718.80	69,934.49	69,934.49	1,013,784.31		0.00
CURR	0.00	1,083,718.80	1,083,718.80	69,934.49	69,934.49	1,013,784.31		0.00
DELQ	0.00	.00	0.00	0.00	0.00	0.00		0.00

FISCAL START: 08/01/2025 END: 07/31/2026 JURISDICTION: 0175 FRIENDWD CITY CENTER PID

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE		TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	4,095,664	4,095,664	0	00.000000	1,083,718.80	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2025	0.00	.00	1,083,718.80	0.00	69,934.49	1,013,784.31	6.45	0.00
****	0.00	.00	1,083,718.80	0.00	69,934.49	1,013,784.31		0.00
CURR	0.00	.00	1,083,718.80	0.00	69,934.49	1,013,784.31		0.00
DELQ	0.00	.00	0.00	0.00	0.00	0.00		0.00

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2026
LAND VALUE	0	0	3,919,124	0	3,919,124	3,919,124
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	176,540	0	176,540	176,540
APPRAISED VALUE	0	0	4,095,664	0	4,095,664	4,095,664
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	4,095,664	0	4,095,664	4,095,664
LEVY	.00	.00	1,083,718.80	.00	1,083,718.80	1,083,718.80
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 04/28/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on May 4, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on May 4, 2026. The draft minutes are attached to the item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2026 05 04 CC Regular Draft Minutes

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MAY 4, 2026

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, MAY 4, 2026, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

John Ellisor	Mayor Pro Tem
Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Councilmember
Michael P. Ross	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	Acting City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum at 5:30 P.M. All members were present.

2. INVOCATION

The invocation was led by Father Mark Crawford of Good Shepard Episcopal Church.

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

Mayor Foreman opened the item inviting the Council to provide comments. Mayor Pro Tem Ellisor began by commending Councilmember Matranga for his service and said it was an honor and pleasure serving with him. He also announced his candidacy for mayor in the 2027 election after Mayor Foreman's term is completed. Councilmember Branson appreciated the thoughtful consideration behind Mayor Pro Tem Ellisor's decision and stated it was an honor serving with Councilmember Matranga. Councilmember Branson additionally gave updates on Small Business Week and the "Bringing Back Main Street" event. She stated both events were well received and thanked staff for their work.

Councilmember Hanks noted the week included multiple City events and Friendswood Comprehensive Plan meetings led by staff, which had strong public participation and input. She also reminded residents that school would be out and warned about increased e-bike and scooter traffic. She congratulated Councilmember Branson for serving 12 years and stated it was an honor serving with Councilmember Matranga. Mayor Foreman took a moment to thank the Friendswood Downtown Economic Development Corporation (FDEDC) board members for serving, introduced the new Library Director Melissa Baker,

and announced that May 5 was National Astronaut Day. He also noted that Councilmember Matranga was the most thoughtful, prepared, and educated councilmember he had served with in the last 10 years. Lastly, he told Mayor Pro Tem Ellisor he was glad to hear he planned to run for mayor. Councilmember Griffon also recognized Councilmember Matranga's service and quoted Theodore Roosevelt's "Man in the Arena" speech.

Councilmember Ross thanked all who ran for office and congratulated Councilmember Branson and Mr. Randy Hale on their victories. He praised Councilmember Matranga for being educated on issues and respectfully debating different opinions during his service on Council. Councilmember Matranga relayed this was his last council meeting and reflected on serving over 8 years between Planning and Zoning and City Council. He thanked City staff, fellow councilmembers, and his wife Paula for their support.

5. PUBLIC COMMENT

Mayor Foreman announced the following citizens had signed up to provide a public comment.

Mr. Adam Hill spoke to Council to share that about a year ago his company was awarded "the Cline contract," and thanked City staff for their work. Mr. Hill said the project would include 24 homes ranging from 12,000-square-foot lots to three-quarter-acre, valued at around $40 million, and construction expected to begin next month.

Mr. Dave Yelovich thanked the Public Works Department for responding to water main breaks, sewer breaks, and power issues. He questioned why outside engineers were being considered for parallel parking design on the Blackhawk project when the City already has an Engineering Department. Regarding the agenda, Mr. Yelovich commented that they are vague and asked for agenda items that have more supporting information, so residents understood the business being considered and to increase public transparency

Mr. Brett Branfield encouraged Council to approve the removal of low-hanging communication lines downtown, saying appearances strongly affect economic development and investment decisions.

Ms. Robin Hall wished to speak to Council to thank Councilmember Matranga for his service.

Mr. Ron Cox spoke in support of agenda items related to Friendswood Downtown Economic Development Corporation (FDEDC) funding for relocating Downtown communication lines.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive the Animal Shelter Advisory Committee Annual report.

Mayor Foreman announced the Animal Shelter Advisory Committee Annual report was included in their agenda packet backup material and considered the item received.

Councilmember Matranga noted that the City's animal ordinances have not been updated since 2002 and recommended that Friendswood consider doing the same.

7. WORK SESSION TOPICS

A. Discuss possible amendments to the City of Friendswood Sign Ordinance.

Councilmember Griffon introduced the item noting that he believed that the Council had not reviewed the sign ordinance during his time on council. He stated that he felt that the recently approved billboard sign was much larger and more obtrusive than he initially expected. He further noted that he wanted the Council to discuss what types of billboard signs should be acceptable in the city moving forward. Councilmember Ross similarly stated that he had failed to pay sufficient attention to the details when approving the relocation of the billboard. He suggested billboard relocations require zoning changes and proposed limiting the nighttime billboard brightness to 150 nits.

City Manager Morad Kabiri stated that while the City posts agendas with a full packet of backup materials online, often certain details can get overlooked in the review process, and the staff is always willing and available to go over any and all information related to any item. Mr. Kabiri noted that the billboard item and its related amendments to the Sing Ordinances were discussed extensively during the March Council meeting and the Council's individual agenda preparation discussions, before its approval at the March 2026 meeting. He further noted that the Council could adopt more restrictive billboard regulations, but clarified that said changes would not have an impact on the current billboard as it is already vested. Mr. Kabiri assured the Council that the Staff will enforce whatever standards the Council ultimately adopts.

The Council proceeded to discuss matters concerning the recently approved billboard. In that discussion, Councilmember Griffon asked whether the City could reduce billboard sizes. Mr. Kabiri replied that Council could change the ordinance to further restrict size but reminded him that any future changes would not affect the current electronic billboard being discussed. Councilmember Ross reiterated his suggestion on nighttime brightness limits and requiring zoning changes for billboards. Upon further discussion, Mr. Kabiri offered the Council to further discuss this item at their upcoming Council Retreat.

B. Receive and discuss the Engineering Department's Quarterly Drainage Update.

Engineering Director Jil Arias presented to Council the Engineering Department's Quarterly Drainage Update with the following highlights:

WHITCOMB TERRACING AND STORMWATER DETENTION
LOCATION: Adjacent to City Center Development **STATUS**: • Hydrology and hydraulics analysis completed for three alternatives • Draft Preliminary Engineering Report submitted on April 3, 2026 • One cultural site identified within the project limits, requiring design adjustments • Wetland impacts are minimal and will be mitigated through credits • A public engagement meeting will be announced soon, at which time performance metrics will be presented Est. Const. Cost: $13.7M – Flood Control Bond Funds; $10 Million Allocation from TWDB to HCFCD

BAY AREA REGIONAL FLOOD CONTROL PROJECT
LOCATION: Adjacent to Blackhawk Regional Wastewater Treatment Plant near Bay Area Boulevard **STATUS**: • The State of Texas has been awarded $10 million toward this project • An amendment to the Interlocal Agreement with HCFCD, Galveston County, and GCCDD is in progress to incorporate this project, currently under legal review by the Harris County Attorney • The project includes expansion of an existing pond to provide offline detention, terracing along Clear Creek, and consolidation of three HOA detention ponds into a single facility located across Bay Area Boulevard Budget: $23M with any savings in Whitcomb applied towards Bay Area project

Councilmember Ross asked about the Whitcomb Terracing and Stormwater Detention project's water surface elevation calculations and overall effect on the community. Staff explained the project is evaluated using several metrics beyond water surface elevation and that finalized data would be provided when acquired. Discussion continued regarding detention versus conveyance improvements, downstream impacts, regional coordination, and how current and future drainage projects work cumulatively to reduce flooding impacts within the City. Councilmember Matranga then asked about the cultural site identified for this project. Mr. Arias explained the site was identified as an Indian Mound and contained evidence along Cleer Creek of an Indian encampment, including pottery shards and fire-marked artifacts. Options include either moving the site or working around it. City Manager Morad Kabiri added that both options carry costs must be weighed against available funding to determine the best solution.

COMPREHENSIVE MASTER DRAINAGE PLAN

STATUS:

- Study nearing completion
- Project alternatives are being evaluated based on flooded structures, roadway inundation, and total inundated area
- Benefit-Cost Analysis underway
- Fifteen projects will be selected for final prioritization
- Implementation plan in development
- Draft report in preparation
- Presentation to City Council scheduled for the June meeting

Funding Sources: Hazard Mitigation Grant; City Bonds Funds

FRIENDSWOOD REGIONAL STORMWATER DETENTION BASIN

LOCATION: Clear Creek at Dixie Farm Road (FM 1959)

STATUS:

- 90% design plans under review
- Draft final plans submission targeted for May 30, pending review comments
- Approximately 730 acre-feet of detention provided

Budget: $32.4M – $8M Flood Control Bond Funds; HCFCD, GCCDD, Galveston County Partnership

FRIENDSWOOD REGIONAL STORMWATER DETENTION BASIN

Scenario	Total Estimated Construction Cost including Rough Grading	ILA (2022-163) Budget for this project	10% AEP (10-Year)				2% AEP (50-Year)				1% AEP (100-Year)			
			Structures in Floodplain (Number) Reduced	Inundated Area (ac) Reduced	Roadway Flooded (mi) Reduced	Δ (ft.) Dixie Farm Rd. (FM 1959)	Structures in Floodplain (Number) Reduced	Inundated Area (ac) Reduced	Roadway Flooded (mi) Reduced	Δ (ft.) Dixie Farm Rd. (FM 1959)	Structures in Floodplain (Number) Reduced	Inundated Area (ac) Reduced	Roadway Flooded (mi) Reduced	Δ (ft.) Dixie Farm Rd. (FM 1959)
1	$30.3M	$32.4M	23	109.7	1	-0.68	53	111.6	2.7	-0.49	77	114.2	2.9	-0.40

2019 BOND LEVERAGE SUMMARY

PROJECT	LOCATION	2019 BOND FUNDS	PARTNERSHIP/ GRANT FUNDS	PARTNER	PROJECT TOTAL
Harold Whitaker Detention Basin	Imperial Estates/1776 Park	$5,500,000	$10,000,000	Galveston County Consolidated Drainage District (GCCDD)	**$15,500,000**
Forest Bend Detention Basin	Forest Bend Park	$355,143	$28,189 $3,572,000	City General Fund Harvey CDBG-DR Grant	**$3,955,332**
Friendswood Regional Stormwater Detention Basin	Dixie Farm Road at Clear Creek	$8,000,000	$13,453,298 $7,500,000 $3,500,000	HCFCD Galveston County ARPA Funds GCCDD	**$32,453,298**
City Center Development Detention Ponds	City Center Development	$5,000,000	$11,915,119	Private Developer	**$16,915,119**
Whitcomb Terracing Project	Adjacent to City Center along Clear Creek	$4,850,000	$10,000,000	Texas Water Development Board (TWDB)	**$14,850,000**

Property Acquisition & Buyouts Along Clear Creek	Various	$1,789,424	$2,716,573	Harvey CDBG-DR Grant	**$4,505,997**
Utility Relocation of Clear Creek Utility Bridge	Polly Ranch/Terra Bella Subdivisions	$16,500	$1,735,660	Harvey CDBG-DR Grant	**$1,752,160**
Deepwood Flood Control	Deepwood Drive	-	$464,219	Harvey CDBG-DR Grant	**$464,219**
Master Drainage Plan	N/A	$1,046,768	$676,110	Hazard Mitigation Grant - TDEM	**$1,722,878**
Lower Clear Creek & Dickinson Bayou Watershed Study Phase II - USACE 203 Feasibility	Clear Creek & Dickinson Bayou Watershed	$1,250,000	$3,750,000	City of League City, HCFCD, & Other Future Partners	**$5,000,000**
Bay Area Regional Flood Control Project	Adjacent to Blackhawk WWTP; Friendswood Cove, Autumn Creek, & Friendswood Oaks Detention Ponds	$13,150,000	$10,000,000	TWDB	**$23,150,000**
TOTAL		**$40,957,835**	**$79,311,168**		**$120,269,003**

With that concluding the update, Council thanked Mr. Arias.

8. REQUEST TO VACATE AN ELECTRIC EASEMENT AT 3535 E PARKWOOD (BROOKSIDE INTERMEDIATE SCHOOL)

A. Conduct a public hearing regarding a request to vacate an electric easement of 1.076 acres being 21.5 feet wide and located along the westerly property line of 3535 FM 528 and extending south to the Harris County Flood Control Ditch as recorded in Harris County Real Property Records, File Number RP-2024-424559, City of Friendswood, Harris County, Texas.

At 6:46 P.M., Mayor Foreman opened the public hearing and asked staff to summarize the subject matter.

Community Development Department (CDD) Director Aubrey Harbin summarized the item and stated that this was a City-initiated process to vacate a 21.5-foot-wide electric easement. Clear Creek Independent School District (CCISD) dedicated this land to the City in agreement with Madison Development to provide overhead power for City Center. She informed Council that CenterPoint was not willing to accept the easement as is, so the City was going through the formal process to vacate the easement that had been previously dedicated to the public. She stated the required notices were sent and published. The Planning and Zoning Commission held a public hearing on April 9 and forwarded a positive recommendation to Council. The new easement would be acquired through platting or a separate instrument in the exact same place.

Mayor Foreman announced no citizen had signed up to speak on the item.

At 6:48 P.M., Mayor Foreman closed the public hearing.

B. Consider authorizing a Consent to Release and Abandonment of an Electric Easement with the Clear Creek Independent School District and a Consent to Release and Abandonment of an Electric Easement with the Madison Development Corp., LLC.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to authorize a Consent to Release and Abandonment of an Electric Easement with the Clear Creek Independent School District and a Consent to Release and Abandonment of an Electric Easement with the Madison Development Corp., LLC, related to Item 8.B. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

C. Consider an ordinance authorizing the abandonment of an electric easement consisting of 1.076 acres and being 21.5 feet wide and located along the westerly property line of 3535 FM 528 and extending south to the Harris County Flood Control Ditch as recorded in Harris County Real Property Records, File Number RP-2024-424559, City of Friendswood, Harris County, Texas.

A motion was made by Councilmember Griffon and seconded by Councilmember Matranga to approve Ordinance No. 2026-12, as submitted and related to Item 8.C. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE RELEASE AND ABANDONMENT OF A TWENTY-ONE AND ONE-HALF FOOT (21.5') WIDE ELECTRIC EASEMENT CONSISTING OF 1.076 ACRES LOCATED ALONG THE WESTERLY PROPERTY LINE OF 3535 FM 528 AND EXTENDING SOUTH TO THE HARRIS COUNTY FLOOD CONTROL DITCH AS RECORDED IN HARRIS COUNTY REAL PROPERTY RECORDS, FILE NUMBER RP-2024-424559, CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE AND ABANDONMENT OF ELECTRIC EASEMENT RELEASING THE CITY'S INTEREST IN SAID EASEMENT; AND ESTABLISHING THE EFFECTIVE DATE.

9. FUTURE LAND USE MAP AND ZONING MAP AMENDMENTS FOR AUTUMN CREEK

A. Conduct a public hearing regarding a City-initiated request to amend the Future Land Use Map to change the category designation of Reserves C and D of Autumn Creek Section 3; Reserve C of Autumn Creek Section 5; 3001 through 3011 Harvest Hill Drive; 3004, 3006, 3008, and 3010 through 3013 Cedar Ridge Trail; 3201 through 3205 Cedar Ridge Court; and 2910 and 2912 Harvest Hill Drive from "Garden Homes" to "Low Density Residential"; and to change the category designation of 3000, 3002, 3003, and 3005 Cedar Ridge Trail; 2902, 2904, 2906, 2908, 2911, and 2913 Harvest Hill Drive; and 2800, 2802, and 2804 Harvest Hill Court from "Garden Homes and "Low Density Residential" to "Low Density Residential."

At 6:49 P.M., Mayor Foreman opened the public hearing and asked staff to summarize the subject matter.

Community Development Department (CDD) Director Aubrey Harbin summarized this item was a city-initiated effort to clean up the Future Land Use Map because the subdivision at hand had been ultimately designed differently than what the originally submitted zoning request from 1998. Ms. Harbin noted that the she had attended the HOA meeting in January to present an overview of this item, and notices had been mailed to affected property owners, published in the newspaper, and signs were posted in the neighborhood to inform residents about the public hearing. The Planning and Zoning Commission held its public hearing on April 9 and forwarded a positive recommendation for the changes.

Mayor Foreman announced no citizen had signed up to speak on the item.

At 6:51 P.M., Mayor Foreman closed the public hearing.

B. Conduct a public hearing concerning a city-initiated request to amend the Official Zoning Map to change the zoning classifications of (i) Reserves C and D of Autumn Creek Section 3, (ii) Reserve C of Autumn Creek Section 5, (iii) 3001 through 3011 Harvest Hill Drive, (iv) 3004, 3006, 3008, and 3010 through 3013 Cedar Ridge Trail, (v) 3201 through 3205 Cedar Ridge Court, and (vi) 2910 and 2912 Harvest Hill Drive, Friendswood, Harris County, Texas, from "Garden Home District (GHD)" to "Single Family Residential (SFR)"; and to change the zoning classifications (i) 3000, 3002, 3003, and 3005 Cedar Ridge Trail, (ii) 2902, 2904, 2906, 2908, 2911, and 2913 Harvest Hill Drive, and (iv) 2800, 2802, 2804 Harvest Hill Court, Friendswood, Harris County, Texas, from "Garden Home District (GHD)" and "Single Family Residential (SFR)" to "Single Family Residential (SFR)."

At 6:51 P.M., Mayor Foreman opened the public hearing and asked staff to summarize the subject matter.

Community Development Department (CDD) Director Aubrey Harbin informed Council that this item addressed the official zoning map from Item 9.A. Ms. Harbin displayed the original zoning request shape and the corrected zoning map to Council. She verified the subdivision was developed as 90-foot lots. Also, the Garden Home Street would remain Garden Home. The Planning and Zoning Commission held a public hearing on April 9 and forwarded a positive recommendation.

Mayor Foreman announced no citizen had signed up to speak on the item.

At 6:55 P.M., Mayor Foreman closed the public hearing.

C. Consider an ordinance amending the Future Land Use Map (FLUM) to change the category designations of (i) Reserves C and D of Autumn Creek Section 3, (ii) Reserve C of Autumn Creek Section 5, (iii) 3001 through 3011 Harvest Hill Drive, (iv) 3004, 3006, 3008, and 3010 through 3013 Cedar Ridge Trail, (v) 3201 through 3205 Cedar Ridge Court, and (vi) 2910 and 2912 Harvest Hill Drive, Friendswood, Harris County, Texas, from "Garden Homes" to "Low Density Residential" and amending the Official Zoning Map to change their zoning district classifications from "Garden Home District (GHD)" to "Single Family Residential (SFR)"; and amending the Future Land Use Map (FLUM) to change the category designations of (i) 3000, 3002, 3003, and 3005 Cedar Ridge Trail, (ii) 2902, 2904, 2906, 2908, 2911, and 2913 Harvest Hill Drive, and (iv) 2800, 2802, 2804 Harvest Hill Court, Friendswood, Harris County, Texas, from "Garden Homes" and "Low Density Residential" to "Low Density Residential" and

amending the Official Zoning Map to change their zoning district classifications from "Garden Home District (GHD)" and "Single Family Residential (SFR)" to "Single Family Residential (SFR)."

A motion was made by Councilmember Hanks and seconded by Councilmember Matranga to approve Ordinance No. 2026-13, as submitted and related to Item 9.C. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

ORDINANCE NO. 2026-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FRIENDSWOOD COMPREHENSIVE PLAN TO UPDATE THE FUTURE LAND USE MAP ("FLUM") TO CHANGE THE CATEGORY DESIGNATIONS OF (I) RESERVES C AND D OF AUTUMN CREEK SECTION 3, (II) RESERVE C OF AUTUMN CREEK SECTION 5, (III) 3001 THROUGH 3011 HARVEST HILL DRIVE, (IV) 3004, 3006, 3008, AND 3010 THROUGH 3013 CEDAR RIDGE TRAIL, (V) 3201 THROUGH 3205 CEDAR RIDGE COURT, AND (VI) 2910 AND 2912 HARVEST HILL DRIVE, FRIENDSWOOD, HARRIS COUNTY, TEXAS, FROM "GARDEN HOMES" TO "LOW DENSITY RESIDENTIAL" AND TO AMEND THE OFFICIAL ZONING MAP TO CHANGE THEIR ZONING DISTRICT CLASSIFICATIONS FROM "GARDEN HOME DISTRICT (GHD)" TO "SINGLE FAMILY RESIDENTIAL (SFR)"; AND TO AMEND THE FUTURE LAND USE MAP (FLUM) TO CHANGE THE CATEGORY DESIGNATIONS OF (I) 3000, 3002, 3003, AND 3005 CEDAR RIDGE TRAIL, (II) 2902, 2904, 2906, 2908, 2911, AND 2913 HARVEST HILL DRIVE, AND (III) 2800, 2802, 2804 HARVEST HILL COURT, FRIENDSWOOD, HARRIS COUNTY, TEXAS, FROM "GARDEN HOMES" AND "LOW DENSITY RESIDENTIAL" TO "LOW DENSITY RESIDENTIAL" AND AMEND THE OFFICIAL ZONING MAP TO CHANGE THEIR ZONING DISTRICT CLASSIFICATIONS FROM "GARDEN HOME DISTRICT (GHD)" AND "SINGLE FAMILY RESIDENTIAL (SFR)" TO "SINGLE FAMILY RESIDENTIAL (SFR)"; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

10. SUBDIVISION ORDINANCE AMENDMENTS TO AUTHORIZE THE DIRECTOR OF CDD TO APPROVE PLATS

A. Conduct a public hearing concerning amendments to Appendix B "Subdivisions" of the Friendswood City Code to authorize the director of community development to approve plats except in certain situations consistent with Local Government Code Chapter 212.0065 and to make minor administrative corrections.

At 6:56 P.M., Mayor Foreman opened the public hearing and asked staff to summarize the subject matter.

Community Development Department (CDD) Director Aubrey Harbin explained the proposed amendments to the Subdivision Ordinance that were drafted in accordance with the 2023 Legislative changes that the State made allowing the Council and Planning and Zoning Commission to delegate the approval of plats to the Staff. Ms. Harbin said the intent of the proposed amendment was to streamline the plat approval process, minor administrative and procedural clarifications, and the establishment of the approval of plats as a ministerial process. The Planning and Zoning Commission held a public hearing on April 9 and forwarded a negative recommendation regarding delegating the director to approve plats, and a positive recommendation for the minor administrative changes.

Ms. Harbin said the primary change was to authorize the Director of Community Development to approve, conditionally approve, or disapprove with reasons which is the same authority Planning and Zoning has. Planning and Zoning's involvement would still be required:

- To review and approve master plans,
- The Director chooses to refer a plat for consideration,
- An appeal is filed after a disapproval,
- Requests for extensions if the commission approved the original plat, and
- Hear and decide appeals from KFB regarding parkland improvements.

She further noted that the impact of the proposed changes would reduce delays by allowing routine plats to be approved administratively. She added that all plats must be approved if they meet local and state law. The amendments were also compliant with the 30-day decision deadline required by State law and allow applicants to request a 30-day extension. Ms. Harbin said there were no changes to subdivision design standards and further assured the Council that plat approvals would not just be her purview, but a team effort with the continued use of the pre-development meetings process that routes plans to all the departments for input.

The minor administrative changes were presented as follows:

- Changing references of the Planning and Zoning Commission to just the "Commission," removing a definition of filed plat,
- Clarifying that completed applications shall be submitted through the online portal,
- Removing the requirement for paper copies,
- Updating Section V.H to be consistent with state law regarding failure to take action on a plat,
- Adding references to the Design Criteria Manual, and
- Changing the title of Community Services to Parks and Recreation.

She ended on the note that the changes maintain existing development standards and focus on process improvements, not changing development rules.

Mayor Foreman announced a citizen, Mr. Chris Johnson, had signed up to speak on the item.

Mr. Johnson voiced his opposition to giving replat approval solely to one city staff member. He said some minor administrative replats could reasonably be handled by staff, but major replats and site plans should remain public processes reviewed through Planning and Zoning.

At 7:05 P.M., Mayor Foreman closed the public hearing.

B. Consider an ordinance concerning amendments to Appendix B "Subdivisions" of the Friendswood City Code to authorize the director of community development to approve plats except in certain situations consistent with Local Government Code Chapter 212.0065 and to make minor administrative corrections.

City Manager Morad Kabiri stated that communication and transparency are important; however, he did not believe approval authority and public communication were mutually exclusive. Mr. Kabiri established that applications are not a popularity contest and that if an application complies with the rules and regulations that the Council and the Planning and Zoning Commission adopt, the City is obligated by State law to approve it. Applications cannot be denied. He agreed the City can enhance ways to inform residents of city related actions, but questioned the requiring of applicants to wait additional months for approvals when compliant applications cannot legally be denied. For example, utility staff do not have to contact Mr. Kabiri if it is okay to issue a permit, and police officers do not have to contact Mr. Kabiri if it is okay to issue a citation. They simply administer the law as directed.

The following ordinance options were presented to Council for consideration:

- **Option 1** – includes delegation of authority to approve plats to the Director of Community Development and minor administrative changes.
- **Option 2** – only minor administrative changes; plat approvals remain with the Planning and Zoning Commission.

Councilmember Hanks noted most plat approvals before the Planning and Zoning Commission involve little discussion because plats either meet the criteria and laws or they do not, and noted that instead, most comments are on site plans. She noted that the proposed process was interesting because it would create an appeal path from the director to the Planning and Zoning Commission, while in the current process, there is no appeal path except going to the courts. Thus, she supported the administrative plat approvals if they are ministerial in nature but wanted the Planning and Zoning Commission to continue reviewing site plans because in her experience, their discussions have influenced changes in the past.

After serving on Planning and Zoning for five years and chairing it for four years, Councilmember Matranga believed "if it's not broken, don't fix it." He agreed that the Planning and Zoning Commission review gives residents visibility, allows questions and communication, and helps commissioners learn what to look for when exceptions arise. Mayor Foreman stated he supported Option 2, which allowed only minor administrative changes and plat approvals would remain with the Planning and Zoning Commission. Councilmember Branson agreed that the Planning and Zoning Commission meeting schedules can slow the process down and supported administrative approval of plats and site plans to reduce those delays. Councilmember Griffon voiced his support for Option 1, only if appeals went to City Council rather than the Planning and Zoning Commission. If not, he would support Option 2.

Ms. Harbin clarified that City Council would still have to follow the Subdivision Ordinance and could not waive requirements to the approval of a plat. City Attorney Karen Horner added that State Law provides the requirement in this case that if there is a Planning and Zoning Commission, that the plats go to said commission and not the City Council. Further, should there be disagreements related to the approval of plats, they go to district court and again, not to the City Council.

Mayor Pro Tem Ellisor then asked for clarification on the difference between ministerial and discretionary actions. Ms. Horner explained that ministerial actions require strict application of the law, while discretionary actions allow consideration of additional factors. Mayor Pro Tem Ellisor concluded

that neither the Planning and Zoning Commission nor the City Council had any discretionary authority when plat applications meet the law, thus these approvals are ministerial. Ms. Horner confirmed that his statement was correct.

Councilmember Matranga asked whether the City had ever had a plat or site plan appealed to district court. Mr. Kabiri shared an instance where the Planning and Zoning Commission denied the approval of a site plan despite staff saying the landscaping complied with City Code. Thus, the developer could have sued but did not.

Councilmember Ross agreed with many of Councilmember Hanks' comments, including concerns about needing an outlet if there were ever a "rogue" Planning and Zoning. He reiterated that plats are mostly ministerial, but residents still need the ability to see what is being approved and have the ability to communicate their concerns about future development. Thus, he agreed with Councilmember Matranga's comments, but felt the proposed options were complicated and may need more discussion before a motion.

After additional discussion, the Council agreed to pursue a motion on Option 2.

A motion was made by Mayor Foreman and seconded by Councilmember Griffon to approve Ordinance No. 2026-14, as submitted and related to Item 10.B. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX B "SUBDIVISIONS" OF THE FRIENDSWOOD CITY CODE TO AUTHORIZE THE DIRECTOR OF COMMUNITY DEVELOPMENT TO APPROVE PLATS EXCEPT IN CERTAIN SITUATIONS CONSISTENT WITH LOCAL GOVERNMENT CODE CHAPTER 212.0065 AND TO MAKE MINOR ADMINISTRATIVE CORRECTIONS; PROVIDING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS ($500.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

11. ZONING ORDINANCE AMENDMENTS TO AUTHORIZE THE DIRECTOR OF CDD TO APPROVE SITE PLANS

A. Conduct a public hearing concerning amendments to Appendix C "Zoning" of the Friendswood City Code to authorize the director of community development to approve site plans except in certain situations, to consolidate site plan approval requirements, and to make minor administrative corrections.

At 7:36 P.M., Mayor Foreman opened the public hearing.

Mayor Foreman announced a citizen, Mr. Chris Johnson, had signed up to speak on the item.

Mr. Johnson commented that his main concern was oversight, arguing boards like the City Council and the Planning and Zoning Commission exist because people can make mistakes. He said the Planning and Zoning Commission review gives staff cover and allows the board to confirm site plans actually meet the criteria presented by staff. He also said Planning and Zoning unanimously opposed the proposed changes.

Community Development Department (CDD) Director Aubrey Harbin then summarized the subject matter of this item for Council. She relayed the item was similar to the plat discussion and focused on site plan approval process. Ms. Harbin said Planning and Zoning forwarded a negative recommendation on delegating site plan approvals to the director, but a positive recommendation for the minor administrative changes.

With this change, the director would approve compliant site plans within 30 days; while Planning and Zoning would handle site plans when:

- Hear and decide appeals regarding abandonment, destruction or damage, and the timeframe of repairs and maintenance for non-conforming uses and structures;
- Hold public hearings and make recommendations to City Council for ordinance changes to Appendix B "Subdivisions" and Appendix C "Zoning";
- Hold public hearings and make recommendations to City Council for zone change requests, specific use permit requests, and requests to vacate public easements; and
- Approve site plans that include requests for alternate landscaping, screening, parking, increased building heights or other special exceptions/requests.

The minor administrative changes were presented as follows:

- Changing references to the “Planning and Zoning Commission” to the “Commission;”
- Remove definition of Filed Plat;
- Consistently apply community development department rather than planning;
- Clarify that completed applications shall be submitted through the online portal;
- Remove the requirement for paper copy submittals;
- Change the title of Section V to Approval Procedures;
- Update Section V. H. to be consistent with state law regarding failure to take action on a plat;
- Add references to the Design Criteria Manual; and
- Changed title of “community services” to “parks and recreation.”

Ms. Harbin said ordinances were drafted in two versions reflecting both approval options.

At 7:38 P.M., Mayor Foreman closed the public hearing.

B. Consider an ordinance concerning amendments to Appendix C “Zoning” of the Friendswood City Code to authorize the director of community development to approve site plans except in certain situations, to consolidate site plan approval requirements, and to make minor administrative corrections.

The following ordinance options were presented to Council for consideration:

- **Option 1** – includes delegation of authority to approve site plans to the Director of Community Development and minor administrative changes
- **Option 2** – only minor administrative changes; site plan approvals remain with the Planning and Zoning Commission

Mayor Foreman opened the discussion by saying he believed they could offload the Planning and Zoning Commission by allowing Community Development to approve site plans. He also agreed with City Manager Morad Kabiri's idea of putting more information on the City website, so the public knows what is coming up regarding site plans and plats. Thus, he was in favor of Option 1 for site plans. Upon further discussion, Community Development Department (CDD) Director Aubrey Harbin established that, similar to plats, site plans will be reviewed and distributed amongst other departments, not just Community Development.

Councilmember Matranga questioned why site plans should move away from the Planning and Zoning Commission if plats were remaining under their approval authority. Ms. Harbin responded that site plans are more subjective, commissioners sometimes catch issues staff misses, but those subjective discussions are also "what gets us in a bind." Councilmember Matranga asked if there has ever been an issue with the Planning and Zoning Commission's review of a site plan that created exposure of liability or responsibility by the city. Ms. Harbin confirmed there was a recent instance and noted how that situation put the Commission at odds with the City Council.

Councilmember Griffon asked whether site plans are the public's first opportunity to see what a developer envisions for a location. Ms. Harbin responded it would be unless it was a Planned Unit Development (PUD) and Specific Use Permit (SUP), which already included conceptual or site plans during the zoning requests that come before the Council. To that point, Mr. Kabiri added that zoning changes are the first point where expectations about development can change. If a property is already zoned and the application complies with adopted rules, the City has no authority to deny the development. It was additionally confirmed that most cities handle site plan approvals administratively while Friendswood uses the Planning and Zoning Commission.

Councilmember Ross expressed concern that if there is no land use change, the first-time residents see a proposed development will be before the Planning and Zoning Commission. If they remove that, "the building will get built." Mr. Kabiri reminded the Council that the public will be notified of proposed developments in the city through the City's website, its story maps, and multiple public alerts. Additionally, he noted that the Commission cannot effect changes to the site plans if they comply with all applicable rules and laws. Councilmember Ross noted that regardless, he felt that residents should be able to publicly speak about projects at Planning and Zoning Commission meetings. Mr. Kabiri noted that residents can still provide public comments at City Council and Planning and Zoning Commission meetings and stated that the Staff was simply trying to avoid occurrences by which a site plan is denied outside of the legally mandated scope and not have a way to overrule the Planning and Zoning Commission.

Ultimately, Council moved forward with a motion with Option 1.

A motion was made by Mayor Foreman and seconded by Councilmember Branson to approve Ordinance No. 2026-15, as submitted and related to Item 11.B. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, and Councilmember Trish Hanks,

Nays: Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

The item passed.

ORDINANCE NO. 2026-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C "ZONING" OF THE FRIENDSWOOD CITY CODE TO AUTHORIZE THE DIRECTOR OF COMMUNITY DEVELOPMENT TO APPROVE SITE PLANS EXCEPT IN CERTAIN SITUATIONS, TO CONSOLIDATE SITE PLAN APPROVAL REQUIREMENTS, AND TO MAKE MINOR ADMINISTRATIVE CORRECTIONS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

12. CITY MANAGER'S REPORT

A. Present an update regarding the City's Memorial Day Ceremony.

City Manager Morad Kabiri announced that the Memorial Day ceremony will be held Monday, May 25, at the Veterans Memorial next to City Hall to honor those who served our country and gave the ultimate sacrifice. He encouraged residents to attend and said the ceremony would again begin at 9:00 A.M.

B. Present an update regarding Building Safety Month in May.

City Manager Morad Kabiri recognized May as Building Safety Month, as designated by the International Code Council. He thanked Community Development Department (CDD) Director Aubrey Harbin, her team, and the Fire Marshal's Office for their work in making facilities safer.

C. Present an update regarding Municipal Clerks Week, May 3-9, 2026.

City Manager Morad Kabiri recognized May 3 through May 9 as the 57th Annual Municipal Clerks Week and praised city secretaries and clerks for their work in record keeping, elections, and ensuring City business is handled fairly.

D. Present an update regarding Police Week, May 10-16, 2026.

City Manager Morad Kabiri announced May 10 through May 16 as National Police Week and thanked Police Chief Josh Rodgers and the department for their service.

E. Present an update regarding Emergency Medical Services Week, May 17-23, 2026.

City Manager Morad Kabiri announced May 17 through May 23 as National Emergency Medical Services Week and thanked EMS Chief Lisa Camp and the EMS team for their service.

F. Present an update regarding the National Public Works Week, May 17-23, 2026.

City Manager Morad Kabiri announced May 17 through May 23 as National Public Works Week. He shared an instance where Public Works crews responded within less than an hour on a Sunday morning to clear a fallen tree blocking a resident's cul-de-sac. He thanked Public Works Director Steve Vavreka and the Public Works team for their service.

G. Present an update regarding the Friendswood Public Library Summer Reading Program.

City Manager Morad Kabiri announced the Friendswood Public Library summer reading program is right around the corner. He noted children out read the adults last year and noted this year's theme is "Unearth a Story."

H. Present an update regarding the Friendswood Police Department receiving the 2026 Community Champion Award by the Bay Area Alliance.

City Manager Morad Kabiri announced the Friendswood Police Department received a 2026 Community Champion Award by the Bay Area Alliance for participation in the Take Back program. The program involves collecting prescription drugs with participation from Clear Creek Independent School District (CCISD), Friendswood Independent School District (FISD) Cares, and the Bay Area Alliance.

I. Recognize Mayor Mike Foreman and Assistant City Managers Katina Hampton and Lettie Brysch for their participation as speakers at the TWLI's Women Shaping Texas Cities Conference in San Antonio on April 16, 2026.

City Manager Morad Kabiri announced Assistant City Managers Katina Hampton and Leticia Brysch participated in the inaugural Women Shaping Texas Cities conference panel alongside Mayor Foreman.

13. BUSINESS ITEMS

A. Consider awarding the 2020 Lift Station Mitigation Package 4 - Lift Station 4 Construction Services Project to McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc. (Bid No. 2026-04).

At 7:45, Councilmember Ross left the meeting.

Engineering Director Jil Aria opened the item and stated that this project involves Lift Station Number 4 near the end of the runway at Polly Ranch off Airline Drive. He noted that the scope includes elevating electrical and mechanical equipment above the Hurricane Harvey flood level and hardening the lift station against future flooding. He said the City received three bids and staff recommended awarding the project to McDonald Municipal and Industrial as the lowest qualified bidder.

A motion was made by Councilmember Griffon and seconded by Councilmember Matranga to award the 2020 Lift Station Mitigation Package 4 - Lift Station 4 Construction Services Project to McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc. (Bid No. 2026-04), related to Item 13.A. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, and Councilmember Joe Matranga

Nays: None

Absent: Councilmember Michael P. Ross

The item passed unanimously.

B. Consider awarding the Lift Station No. 2 Rehabilitation Project to Sustanite Support Services, LLC (CSP #2026-03).

Engineering Director Jil Arias explained that this item involved the rehabilitation of Lift Station Number 2 near Deepwood and the old Public Works building. The project is part of ongoing efforts to improve reliability at older wastewater facilities. The City used a competitive sealed proposal process, and he noted it was not a low bid. Staff evaluated firms based on qualifications, project approach, and cost. Sustanite ranked the highest overall and demonstrated a strong understanding of the work, a solid plan for execution, and relevant experience with similar projects. Thus, Staff recommended Sustanite.

At 7:49, Councilmember Ross returned to the meeting.

A motion was made by Councilmember Griffon and seconded by Mayor Pro Tem Ellisor to award the Lift Station No. 2 Rehabilitation Project to Sustanite Support Services, LLC (CSP #2026-03), related to Item 13.B. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

C. Consider awarding the Blackhawk Boulevard Reconstruction Phase II - Repackage C Project to Reytec Construction Resources, Inc. (CSP #2026-02).

Engineering Director Jil Arias explained that the item covered the next phase of the Blackhawk Boulevard reconstruction project. This addresses the remaining roadway, drainage, and infrastructure improvements needed to complete the corridor. He noted that the project has faced challenges in prior phases, so staff focused on selecting a contractor with the experience, approach, and capacity to successfully deliver this project from start to finish. He stated that Reytec ranked highest overall because they demonstrated a strong understanding of the project, a solid execution plan, and relevant experience with similar work.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to award the Blackhawk Boulevard Reconstruction Phase II - Repackage C Project to Reytec Construction Resources, Inc. (CSP #2026-02), related to Item 13.C. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

D. Consider authorizing the Second Amendment to the Professional Services Agreement with HDR Engineering, Inc., for the Blackhawk Boulevard Reconstruction Phase II Repackage C Project to design parallel street parking along Blackhawk Boulevard and to incorporate such design into the reconstruction project.

Engineering Director Jil Arias explained that the item was a second amendment to the HDR agreement for the Blackhawk Boulevard Phase 2C project to add design work for parallel street parking near Geneva Drive. He stated that this request came from outside of the organization but understood that its intent it to improve access to a Wedgwood Village HOA property that is expected to see more future activity. Mr. Arias further noted that the proposed amendment only covered the design work in the amount of $20,600, and was not inclusive of any related construction.

Mayor Foreman expressed concerns of the City spending public money on an HOA property, which is considered private property. Councilmember Griffon asked what spending City money on HOA property would mean. City Manager Morad Kabiri responded the City would need an interlocal or license agreement establishing a public good, similar to the Forest Bend detention pond and trail improvements that became open to the public after the completion of the project. Councilmember Hanks noted the City was in the middle of updates to its Comprehensive Plan and suggested that this item should be discussed at that time or possibly during the Council Retreat after the Comprehensive Plan is completed.

Councilmember Ross took a moment to explain that the HOA plans to refurbish the area with Friendswood Little League and Friendswood Girls Softball as a practice facility, with parking intended to improve safety for children entering and exiting vehicles. Councilmember Hanks asked whether they plan on having it open to the public. Councilmember Ross believed that was the intent. Councilmember Hanks believed this arrangement should be more formal and Councilmember Branson agreed. She was concerned that the City could be creating expectations that the City would fund HOA improvements, and that is not the case. She again suggested that the issue be a future workshop item, preferably after the completion of the Comprehensive Plan updates.

Councilmember Matranga understood both sides of the issue. He asked whether they could make a motion to obtain an agreement with Wedgwood Village, understanding that the facility would be for public use and then spend the engineering funds. City Attorney Karen Horner responded that some form of agreement would be required before public funds could be spent on private property, but that would need to go before the Council for approval. Councilmember Matranga understood and noted the request before the Council that night involved approving funds because delaying this engineering work could affect the Blackhawk project schedule. Regardless, Councilmember Hanks noted the HOA did not appear to ask Council formally, so they did not know if the HOA truly wanted to open it up to the public and did not feel comfortable approving the item. The Council concurred.

Mayor Pro Tem Ellisor requested a motion be made to vote. A motion was made by Councilmember Griffon to approve the engineering expenses. With there being no second, the motion failed.

E. Consider an Interlocal Agreement with the County of Galveston to partially fund improvements to city streets within the city limits of Friendswood, Texas.

Engineering Director Jil Arias explained that the item was an interlocal agreement with Galveston County for the Friendswood Parkway project. The County would contribute up to $6 million toward construction of a segment from north of FM 528 to Wilderness Trail. The City would assume maintenance after completion. He added if the project costs exceeded the county contribution, the City would either participate in the overage or work with the County to adjust the scope.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to approve an Interlocal Agreement with the County of Galveston to partially fund improvements to city streets, related to Item 13.E. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

F. Consider appointing a Grand Marshal of the City's 2026 4th of July Grand Parade.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve appointing Mr. Larry Taylor as the Grand Marshal of the City's 2026 4th of July Grand Parade, related to Item 13.F. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

14. PROPOSED ORDINANCES & RESOLUTIONS

A. Consider an ordinance amending the City’s General Budget for Fiscal Year 2025-2026 by approving “Budget Amendment VII” and providing for supplemental appropriation and/or transfer of certain funds.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve Ordinance No. 2026-16, as submitted and related to Item 14.A. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

ORDINANCE NO. 2026-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2025-23, PASSED AND APPROVED AUGUST 25, 2025, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2025-26, BY APPROVING "BUDGET AMENDMENT VII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

15. CONSENT AGENDA

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve Consent Agenda Items 15.A. through 15.L., with the exception of Item 15.I. which was pulled for discussion. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The Consent Agenda passed.

A. Consider a resolution authorizing the City Manager to execute a Local On-System Improvement Project Agreement (LOSA) with the Texas Department of Transportation for FM 528 signal improvements at Friendswood Parkway.

RESOLUTION NO. R2026-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AN AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT WITH THE STATE OF TEXAS BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR FM 528 SIGNAL IMPROVEMENTS AT FRIENDSWOOD PARKWAY; AUTHORIZING PAYMENT IN THE AMOUNT OF TWENTY-ONE THOUSAND SEVEN HUNDRED THIRTYFIVE AND 06/100 DOLLARS ($21,735.06) AND PROVIDING AN EFFECTIVE DATE.

B. Consider a resolution amending Resolution No. R2025-30, which authorized an Advance Funding Agreement with the Texas Department of Transportation for a Surface Transportation Block Grant Project related to the Sunset Boulevard Signal Improvements Project, to authorize an in-kind match and a cash match and to ratify the payment of the initial remittance to the Texas Department of Transportation.

RESOLUTION NO. R2026-12

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING RESOLUTION NO. R2025-30, WHICH AUTHORIZED AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT PROJECT RELATED TO THE SUNSET BOULEVARD SIGNAL IMPROVEMENTS PROJECT, TO AUTHORIZE A CASH MATCH IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED ONE AND NO/100 DOLLARS ($199,701.00); AND PROVIDING FOR THE EFFECTIVE DATE.

C. Consider a resolution amending Resolution No. R2025-32 to authorize additional local funds for the Community Development Block Grant (CDBG) Annalea Neighborhood Improvements Project.

RESOLUTION NO. R2026-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING RESOLUTION NO. R2025-32 IN ORDER TO COMMIT ADDITIONAL LOCAL FUNDS IN THE AMOUNT NOT TO EXCEED TWENTYEIGHT THOUSAND EIGHT HUNDRED SIXTY-ONE AND 80/100 DOLLARS ($28,861.80) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNALEA NEIGHBORHOOD IMPROVEMENTS PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

D. Consider a resolution authorizing the City of Friendswood's submittal of a Motor Vehicle Crime Prevention Assistance (MVCPA) grant application; authorizing a cash match; and appointing authorized representatives to act on behalf of the City under the grant.

RESOLUTION NO. R2026-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE CITY MANAGER AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER THE CATALYTIC CONVERTER THEFT PREVENTION GRANT PROGRAM; AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY; DESIGNATING THE DIRECTOR OF FINANCE AS THE CITY'S REPRESENTATIVE IN SUBMITTING FINANCIAL AND/OR PROGRAMMATIC REPORTS; AUTHORIZING THE REQUISITE CASH MATCH; AND PROVIDING AN EFFECTIVE DATE.

E. Consider authorizing an Emergency Dispatching Services Agreement with Harris County Municipal Utility District No. 55.

F. Consider accepting the Sterling Estates public paving and utilities infrastructure project and authorizing the commencement of the contractor's one-year maintenance period.

G. Consider authorizing the purchase of mobile shelving units from Library Interiors of Texas, LLC, through BuyBoard Contract No. 767-25.

H. Consider renewing the Janitorial Services Agreement with American Janitorial Services (AJS), for the first one-year renewal term.

I. Consider approving the Friendswood Downtown Economic Development Corporation's payment to Comcast to remove and relocate communication lines in the downtown area.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve the Friendswood Downtown Economic Development Corporation's payment to Comcast to remove and relocate communication lines in the downtown area, related to Item 15.I. However, there was discussion prior to the vote.

Deputy City Manager Steven Rhea introduced the item noting that the Friendswood Downtown Economic Development Corporation (FDEDC) approved funding to remove the overhead Comcast lines in downtown Friendswood. As mentioned earlier, the Streetlight Project along FM 518 has lower lines that get caught in the light poles. These lines will be relocated underground, and the existing services overhead will be demolished. The work would cost about $652,000 and would be completed by Comcast’s contractor. Councilmember Branson added that the FDEDC had been saving money for years after residents supported the one-eighth cent sales tax. She noted the organization did not go into debt for the project and praised the progress made.

As this was just the Comcast line, Councilmember Ross expressed concern about piecemealing the Comcast, AT&T, and Verizon line removals. He would rather have all three approved simultaneously. Mayor Mike Foreman doubted Comcast, AT&T, and Verizon would coordinate together. Councilmember Branson agreed that his ask would be difficult and would not make a difference in price. Additional discussion ensued and it was established that the fact that FDEDC had saved up and were ready to move forward is the reason they went ahead and voted to fund the design and removal. Also, Comcast and AT&T have the lowest hanging and most visual lines. Furthermore, delaying runs the risk of the cost fluctuating. Councilmember Griffon understood the advantage of doing all three simultaneously but supported progress with the available funding. Council agreed.

The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

J. Consider approving the Friendswood Downtown Economic Development Corporation's payment to AT&T to prepare a cost estimate for a custom work order to remove and relocate communication lines for the downtown area.

K. Consider approving the ad valorem tax report for March 2026.

L. Consider approving the minutes of the City Council Regular Meeting held on April 6, 2026.

16. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the May 4, 2026, City Council Regular Meeting at 8:18 P.M.

_____
Mike Foreman, Mayor

Attest:

_____
Raquel Martinez, TRMC, City Secretary

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: June 1, 2026

Date submitted: 05/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the minutes of the City Council Special Meeting held on May 12, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Special Meeting held on May 12, 2026. The draft minutes are attached to the item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2026 05 12 CC Draft Minutes, Special Meeting

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MAY 12, 2026

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON TUESDAY, MAY 12, 2026, AT 5:00 P.M. IN THE COUNCIL CHAMBERS OF FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

John Ellisor	Mayor Pro Tem
Sally Branson	Councilmember
Trish Hanks	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 at 5:30 P.M. All members were present with the exception of the following councilmembers: Robert J. Griffon, Joe Matranga, and Michael P. Ross.

2. INVOCATION

The invocation was led by Mayor Pro Tem 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. PUBLIC COMMENT

Mayor Foreman announced no citizens had signed up to provide a public comment.

5. COUNCIL COMMENTS AND REPORTS

The Council did not provide any comments or reports.

6. ELECTION CANVASS

A. Canvass the returns of the City of Friendswood General Election held on May 2, 2026.

Mayor Foreman conducted the canvas of the City of Friendswood General Election held on May 2, 2026 for Council Positions Two and Five. The voter summary for the May 2, 2026, General Election was announced as follows:

VOTER SUMMARY	TOTAL
Absentee Votes Cast	368
Early Voting Votes Cast	7,605
Election Day Votes Cast	2,430
Provisional Votes Cast	1 provisional received, 0 accepted
Number of Registered Voters	32,151
Number of Voters That Voted	5,182
Voter Turnout	**16.12%**

GENERAL ELECTION						
CANDIDATES		**ABSENTEE VOTING**	**EARLY VOTING**	**ELECTION DAY**	**TOTALS**	
					Total	**%**
Councilmember Position No. 2	**Sally Branson**	**127**	**2187**	**653**	**2967**	**57.26%**
	Shawna Talton	**58**	**1600**	**557**	**2215**	**42.74%**
	TOTALS	**185**	**3787**	**1210**	**5182**	**100.00%**
CANDIDATES		**ABSENTEE VOTING**	**EARLY VOTING**	**ELECTION DAY**	**TOTALS**	
					Total	**%**
Councilmember Position No. 5	**Randy Hale**	**73**	**1893**	**683**	**2649**	**50.74%**
	Joe Matranga	**110**	**1925**	**537**	**2572**	**49.26%**
	TOTALS	**183**	**3818**	**1220**	**5221**	**100.00%**

B. Consider an ordinance declaring the results of the City of Friendswood General Election held on May 2, 2026.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Ellisor to approve Ordinance No. 2026-17, as submitted and related to Item 6.B. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, and Councilmember Trish Hanks

Nays: None

Absent: Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

The item passed unanimously.

ORDINANCE NO. 2026-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DECLARING THE RESULTS OF THE MUNICIPAL ELECTION HELD MAY 2, 2026, CONCERNING THE ELECTION OF COUNCILMEMBERS FOR POSITION NUMBERS TWO (2) AND FIVE(5) OF THE CITY OF FRIENDSWOOD CITY COUNCIL; AND PROVIDING FOR THE EFFECTIVE DATE.

7. SWEARING-IN CEREMONY

A. Administer the oath of office to Sally Branson for the office of Councilmember, Position No. 2, and Randy Hale for the office of Councilmember, Position No. 5.

Mayor Foreman invited Judge Robert Barfield forward to administer the oath of office for the incoming Councilmembers: Ms. Sally Branson for the office of Councilmember, Position No. 2, and Mr. Randy Hale for the office of Councilmember, Position No. 5.

8. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the May 12, 2026, City Council Special Meeting at 5:18 P.M.

_____
Mike Foreman, Mayor

Attest:

_____
Raquel Martinez, City Secretary