CITY COUNCIL REGULAR MEETING
MONDAY, JULY 6, 2026, 3:30 PM
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DR., FRIENDSWOOD, TEXAS 77546

AGENDA

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE - United States Pledge and State of Texas Pledge.

4. COUNCIL COMMENTS AND REPORTS

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

5. PUBLIC COMMENT

To comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff to place an item on a future agenda. During public comment, the public shall comply with the Council's rules of decorum.

6. WORK SESSION TOPICS

A. Discuss the City of Friendswood Master Drainage Plan with Halff.

B. Discuss the 2026 Bond Election Propositions and the results of the survey sent out to the community.

7. RECESS / RECONVENE

8. TAX INCREMENT REINVESTMENT ZONES / PUBLIC IMPROVEMENT DISTRICTS

A. Receive an overview of tax increment reinvestment zones and public improvement districts, including information concerning the Reinvestment Zone Numbers One and Two, City of Friendswood and Friendswood City Center Public Improvement District.

B. Consider on first reading an ordinance approving the 2026 Annual Update to the Service and Assessment Plan and Assessment Roll for the Friendswood City Center Public Improvement District, including the collection of annual installments.

9. COMMITTEES OR SPECIAL REPORTS

A. Receive the West Ranch Management District's Annual Report.

10. CITY MANAGER'S REPORT

A. Present an update on Movies in the Park.

B. Present an update concerning National Park and Recreation Month - July 2026.

C. Receive an update regarding the Friendswood Library Summer Reading Challenge.

D. Recognize Friendswood Patrol Captain James Price and EMS Captain David Waindel for completing the Texas Certified Public Manager Program (CPM).

E. Recognize Deputy Finance Director Jennifer Walker for completing the North Central Council of Governments' New and Emerging Finance Directors Program (NEFD).

11. PROPOSED ORDINANCES & RESOLUTIONS

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

12. CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a 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 authorizing the submission of a grant application to the Texas Water Development Board for a Water Supply and Infrastructure Grant for its 24" Waterline Phase II Improvements Project and appointing the City Manager to act as the City's authorized representative for all purposes under the grant.

B. Consider authorizing an agreement with Paradigm Consultants, Inc., d/b/a CMT Technical Support Services (Texas) for construction material testing for the Blackhawk Boulevard Reconstruction Phase 2-C Project.

C. Consider authorizing the Second Amendment to the Professional Services Agreement with Guy Engineering Services, Inc., for the Greenbriar Bridge Rehabilitation Project.

D. Consider approving Change Order No. 6 to the New Ground Storage Tank at Surface Water Plant #1 Project, and authorizing Change Order No. 11 to the Clear Creek Crossing Waterline Installation Project to move unspent ARPA funds from the Clear Creek Crossing Waterline Installation Project to the New Ground Storage Tank at Surface Water Plant #1 Project.

E. Consider accepting the Clear Creek Crossing Waterline Installation Project and authorize the commencement of the contractor's one-year maintenance period.

F. Consider authorizing the final acceptance of Riverstone Montessori Infrastructure Improvements Project.

G. Consider authorizing a contract with Construction Masters of Houston, Inc., for the Blackhawk Precast Perimeter Wall Replacement Project through the Harris County Department of Education Choice Partners Cooperative Contract No. 24/018MR-03.

H. Consider authorizing the purchase of a backhoe from Mustang Machinery Company LLC, D/B/A Mustang CAT through Sourcewell Contract No. 011723-CAT.

I. Consider authorizing the sale of a 2011 Case backhoe through Purple Wave Auctions for the Public Works Department.

J. Consider approving the street closure of W. Castlewood Ave. from Cedarwood Ave. to Merriewood Dr. for the Figgy Youth Triathlon on Sunday, August 9, 2026, from 6:30 a.m. to 10:30 a.m.

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

L. Consider renewing the Landscape and Maintenance Services Agreement with Manor Maintenance, Inc., for the second one-year renewal term.

M. Consider authorizing an Interlocal Agreement with Galveston County for the FY2027 Congregate Meal Program.

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

O. Consider approving the disposal of two (2) Police Department vehicles through E-Block.

P. Consider authorizing the City Manager to negotiate and execute pre-event contracts for debris removal services with CrowderGulf, LLC, and DRC Emergency Services, LLC.

Q. Consider authorizing the City Manager to negotiate and execute pre-event contracts for debris monitoring services with Tetra Tech, Inc., and Thompson Consulting, LLC.

R. Consider authorizing the City Manager to negotiate and execute pre-event contracts for disaster logistics with Environmental Earth-Wise, LLC., and Garner Environmental Services, Inc.

S. Consider appointing (i) Beth Robinson (ii) Sharon Rowsey, and (iii) Brian Shelley to the Community and Economic Development Committee for a three-year term, beginning July 1, 2026, and expiring on June 30, 2029.

T. Consider appointing (i) Cindy Deaton, (ii) Billy Mendoza, (iii) Randy Weisinger, (iv) Les French, and (v) Carlysle Gulledge as regular members, and (vi) Dave Yelovich as an alternate member to the Construction Board of Appeals for a two-year term beginning July 1, 2026, and expiring on June 30, 2028.

U. Consider appointing (i) Jake Potter, (ii) Kristina King, and (iii) Hether Dieste to the Fourth of July Steering Committee to complete unexpired terms ending on October 31, 2027.

V. Consider appointing (i) Brad Ballard, (ii) Joseph Whittington, (iii) Joe Matranga, (iv) Sean Mickler, (v) Adam Hill, (vi) Eugenio Gonzales, and (vii) Marcy Linebarger to the Capital Improvement Advisory Committee for staggered terms.

W. Consider approving the ad valorem tax report for May 2026.

X. Consider approving the minutes of the City Council Regular Meeting minutes held on June 1, 2026.

13. ADJOURNMENT

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

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

*Proposed amendment does not affect the FYE 2026 Taxpayer Impact Statement.

Raquel Martinez

Posted by: Raquel Martinez, TRMC, City Secretary
Posted in compliance with the Open Meetings Act on this 29th day of June 2026, at 5:30 P.M.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/04/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Discuss the City of Friendswood Master Drainage Plan with Halff.

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.

This work session was requested by City Council to provide additional information as it pertains to the 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_CC Workshop Slides

City of Friendswood MDP

City Council Presentation

7/6/2026

PRESENTATION AGENDA

- Meeting Purpose
- Metrics Overview
- Alternative Discussion
- Next Steps

MEETING PURPOSE

1. Review metrics used to evaluate alternatives
2. Present overview of alternative benefits and costs
3. Preview project prioritization
4. Discuss project completion

Benefits and Costs Overview

METRICS OVERVIEW

- Three metrics were evaluated:
  - Flooded structure count
  - Inundated roadway miles
  - Inundated area acreage

- Need a direct way to compare alternatives and assess risk reduction potential
- Want to look at different ways flood risk affects the City and its residents
- Other considerations are important too, such as the need for additional ROW or amount of mitigation required

COST ESTIMATE OVERVIEW

- Unit costs were sourced from 2024-2025 TxDOT and HCFCD bid tabs
- ROW acquisition cost is included for alternatives that need additional ROW
- Total costs include cost for provided estimated mitigation volume
- Total costs include 30% contingency and 15% engineering costs

Upper Clear Creek – Project Discussion

halff

ALTERNATIVE 1 – ANNALEA KINGSPARK & WHITEHALL STORM SEWER IMPROVEMENTS

- Project Description:
  - Upsize storm sewer within the Annalea Kingspark and Whitehall neighborhood with larger updates to the exiting drainage easement.
- Estimated Project Cost ($18.1M):
  - Construction: $11,181,715
  - ROW: $643,970
  - Mitigation (surface): $878,460
  - Engineering: $1,809,026
  - Contingency: $3,618,052

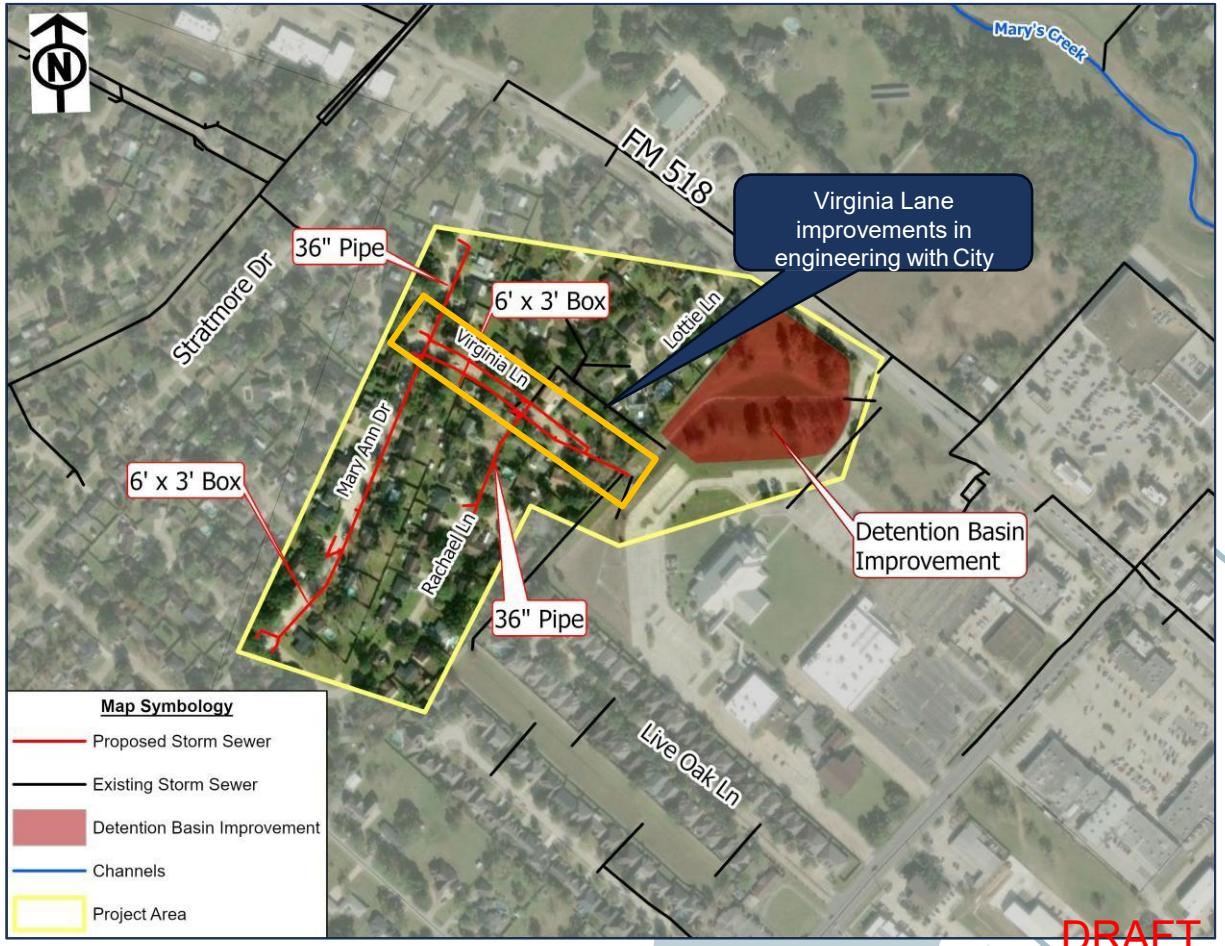
Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-1.00	-12.14	0
100-Year	-0.35	-13.93	-3



ALTERNATIVE 2 – FRIENDSWOOD METHODIST DETENTION POND EXPANSION

- Project Description:
  - Upsize storm sewer within the Annalea neighborhood and expand existing pond of Friendswood Methodist Church to provide project mitigation.
- Estimated Project Cost ($7.0M):
  - Construction: $3,461,776
  - ROW: N/A
  - Mitigation (surface): N/A
  - Engineering: $519,266
  - Contingency: $1,038,532
  - Pipeline Relocation: $2,000,000

Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-0.19	-3.58	0
100-Year	-0.05	-2.32	-3



NOTE: Virginia Lane improvements are in engineering with the City, funded by CDBG-MIT grant.

ALTERNATIVE 3 – DUNBAR ESTATES STORM SEWER IMPROVEMENTS

- Project Description:
  - Upsize existing storm sewer of Maplewood Drive, Westwood Drive and Tanglewood Drive with additional improvements to outfall.
- Estimated Project Cost ($3.4M):
  - Construction: $1,116,582
  - ROW: $643,970
  - Mitigation (surface): $803,955
  - Engineering: $288,080
  - Contingency: $576,161

Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-0.30	-3.56	0
100-Year	-0.06	-5.56	0



ALTERNATIVE 4A – MAJESTIC LANE DETENTION BASIN

- Project Description:
  - Alternative location to Brio Site Regional Pond that can provide approximately 315 ac-ft of storage to the region.
  - 2 existing pipeline easements within site.
- Estimated Project Cost ($15-20M):
  - There are two pipeline easements that run through the project area and would require relocation to allow for pond excavation.
- Project provides more benefit to the nearby Forest of Friendswood community with WSEL decreases of up to 0.5-feet in the 100-year event.



DRAFT

ALTERNATIVE 5 – LONGWOOD FLOODPLAIN STORAGE PROJECT

- Project Description:
  - Provide a detention facility upstream of the watershed to help reduce downstream water surface elevations of Clear Creek.
- Estimated Project Cost ($7.5M):
  - Construction: $4,755,214
  - ROW: $558,619*
  - Mitigation: N/A
  - Engineering: $713,282
  - Contingency: $1,426,564

Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	0.00	-1.43	0
100-Year	-0.03	-2.69	-2

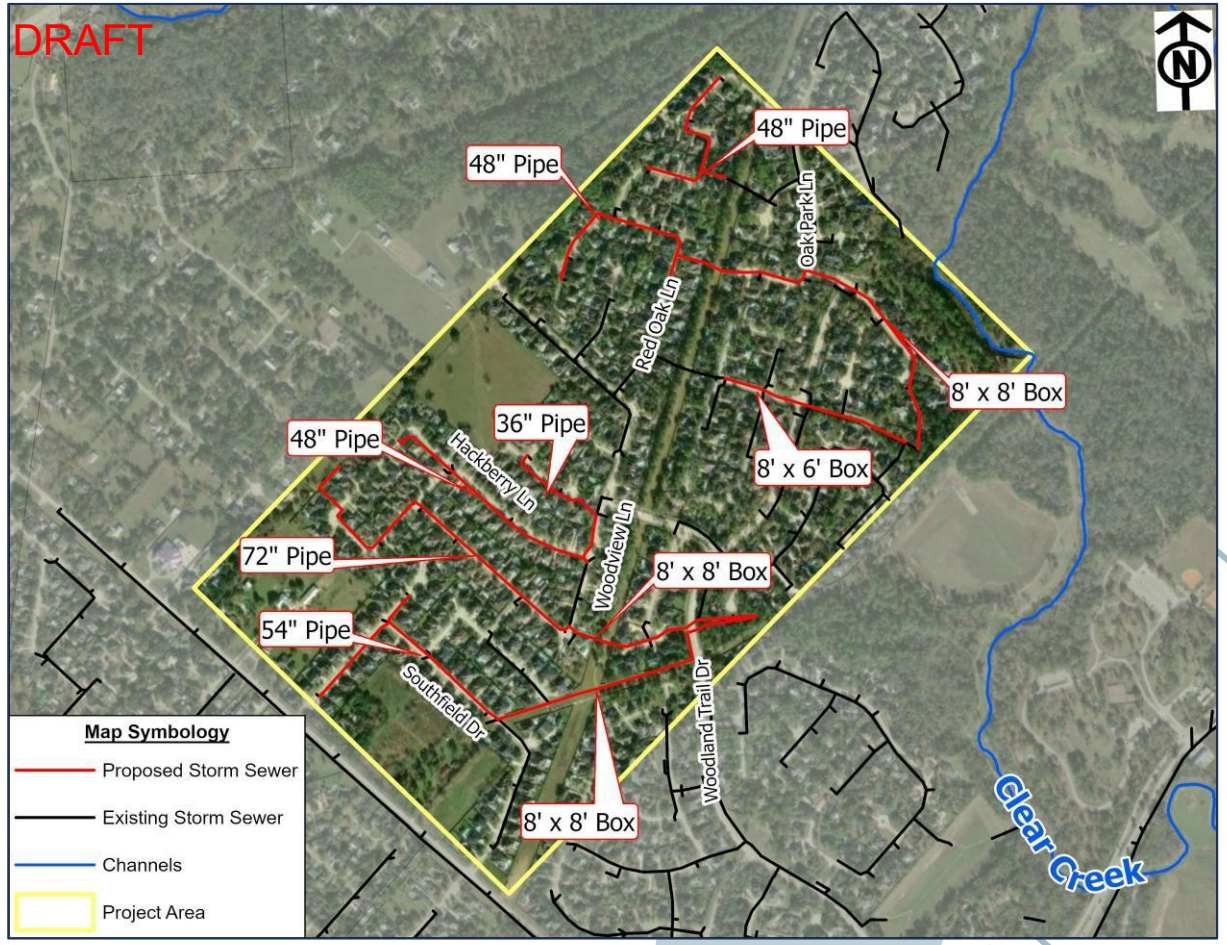


NOTE: Initial evaluation would involve a feasibility study of benching or channel shelving of Clear Creek (mitigation provided by Friendswood Regional Detention)

ALTERNATIVE 6 – FOREST OF FRIENDSWOOD STORM SEWER IMPROVEMENTS

- Project Description:
  - Upsize storm sewer within Forest of Friendswood neighborhood including outfall improvements near Woodland Trail Drive.
- Estimated Project Cost ($28.7M):
  - Construction: $18,386,016
  - ROW: N/A
  - Mitigation (surface): $1,394,003
  - Engineering: $2,967,003
  - Contingency: $5,934,006

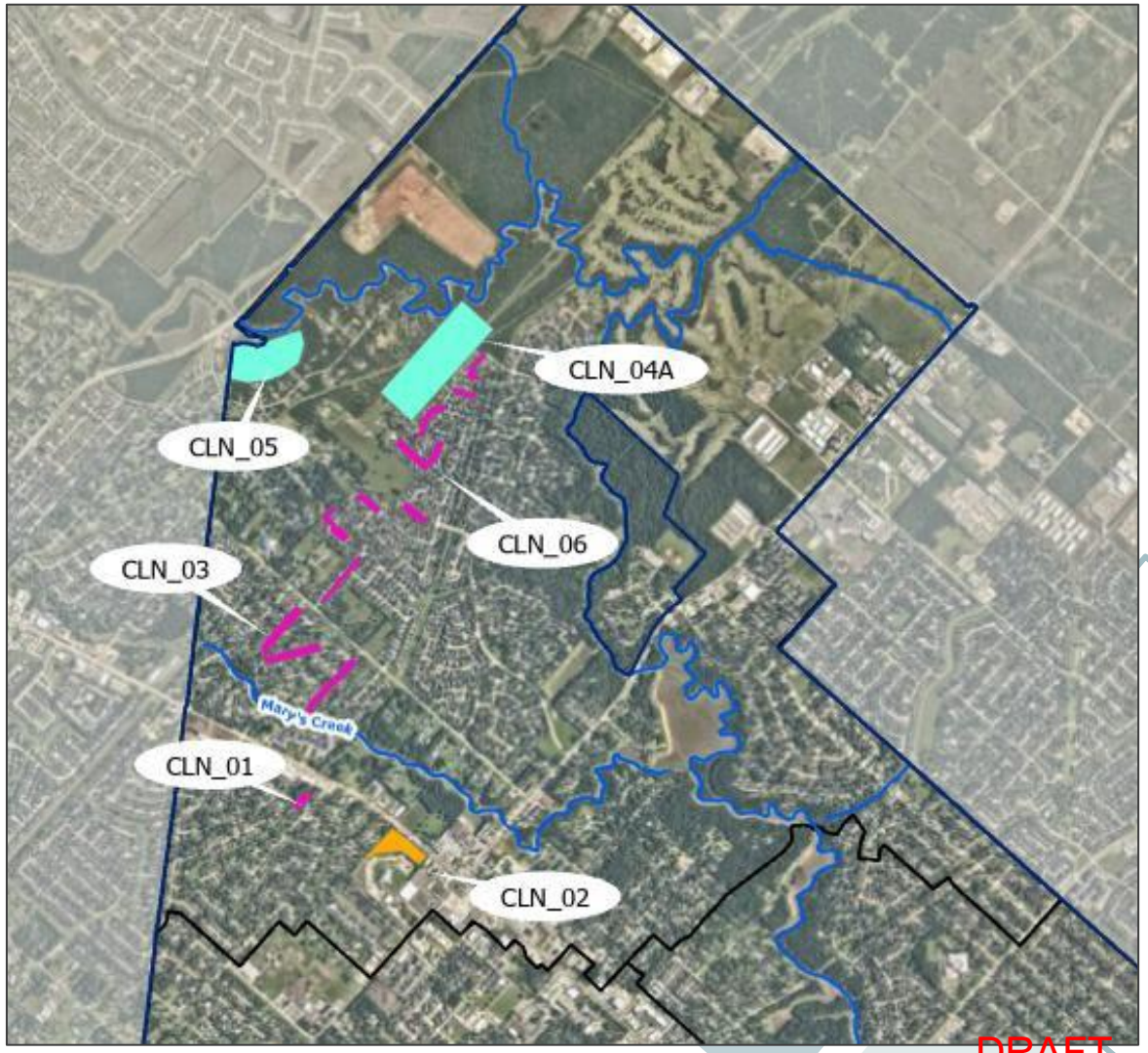
Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-0.60	-12.66	0
100-Year	-0.12	-10.98	0



CONCEPT OVERVIEW – UPPER CLEAR CREEK

- 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_04A represents an alternate location for the Brio Site project





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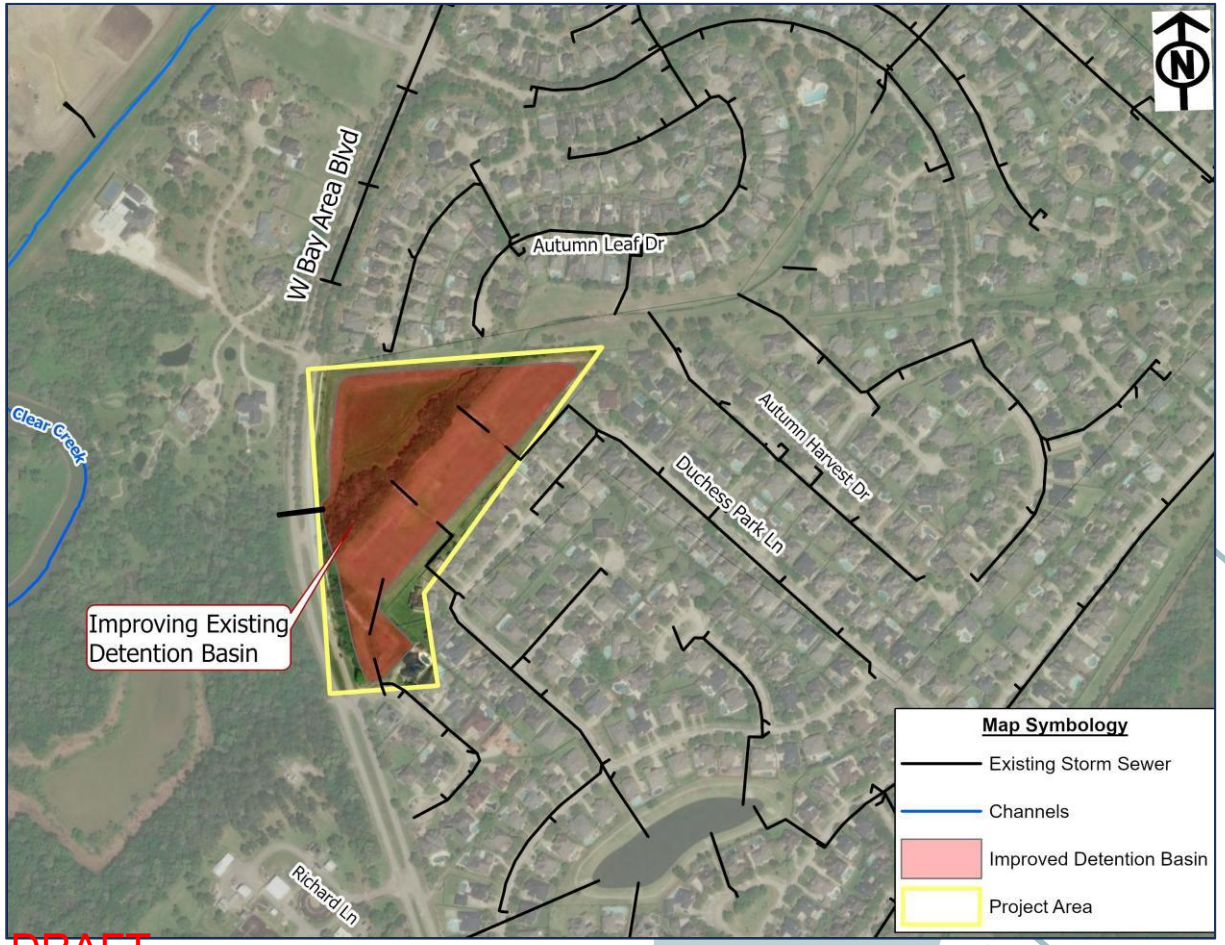
Lower Clear Creek – Project Discussion

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ALTERNATIVE 1 – BAY AREA BOULEVARD HOA POND IMPROVEMENTS

- Project Description:
  - Combine the three independent (Friendswood Oaks, Friendswood Cove and Autumn Creek HOW) detention basins, provide a consistent bottom elevation and increases the available storage for the neighborhood.
- Estimated Project Cost ($0.96M):
  - Construction: $663,436
  - ROW: N/A
  - Mitigation: N/A
  - Engineering: $99,515
  - Contingency: $199,030

Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-0.11	+1.1	0
100-Year	-0.10	+0.1	0

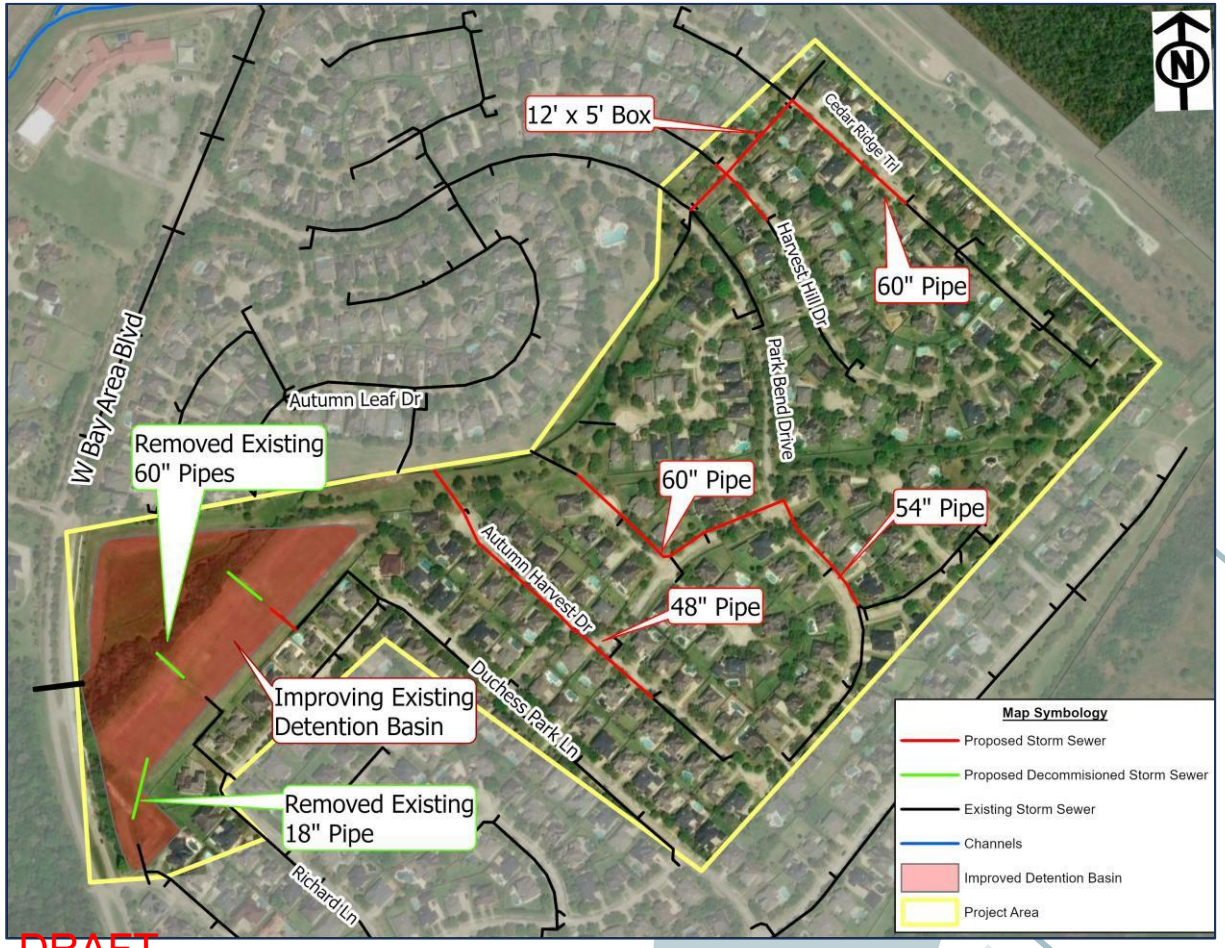


NOTE: Added area is attributed to removal of berms and establishing a consistent bottom of pond.

ALTERNATIVE 1B – AUTUMN CREEK STORM SEWER IMPROVEMENTS

- Project Description:
  - Upon combining the storage improvements of Alternative 1, Alternative 1B suggests upsizing existing storm sewer within the Autumn Creek neighborhood.
- Estimated Project Cost ($5.8M):
  - Construction: $3,854,404
  - ROW: N/A
  - Mitigation (surface): $114,681
  - Engineering: $595,362
  - Contingency: $1,190,725

Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-0.42	-0.63	0
100-Year	-0.15	-4.36	0



ALTERNATIVE 2 – FOREST BEND STORM SEWER IMPROVEMENTS

- Project Description:
  - Extensive improvements to the Forest Bend storm sewer system replacing undersized storm sewer with new infrastructure to provide additional conveyance capacity.
- Estimated Project Cost ($128.0M):
  - Construction: $22,053,881
  - ROW: N/A
  - Mitigation: $66,248,291
  - Engineering: $13,245,326
  - Contingency: $26,490,652

Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-2.62	-22.37	-5
100-Year	-0.61	-32.12	-12



NOTE: The feasibility of using the Forest Bend Park Detention Ponds should be considered to reduce or eliminate mitigation cost.

ALTERNATIVE 2 – FOREST BEND STORM SEWER IMPROVEMENTS

- Tropical Depression Arthur:
  - Photos taken for Forest Bend Storm Sewer Improvements Project

Laura Leigh @ Bougainvilla Lane



Laura Leigh @ Blackhawk Boulevard



ALTERNATIVE 3 – FRIENDSWOOD FOREST DITCH IMPROVEMENTS

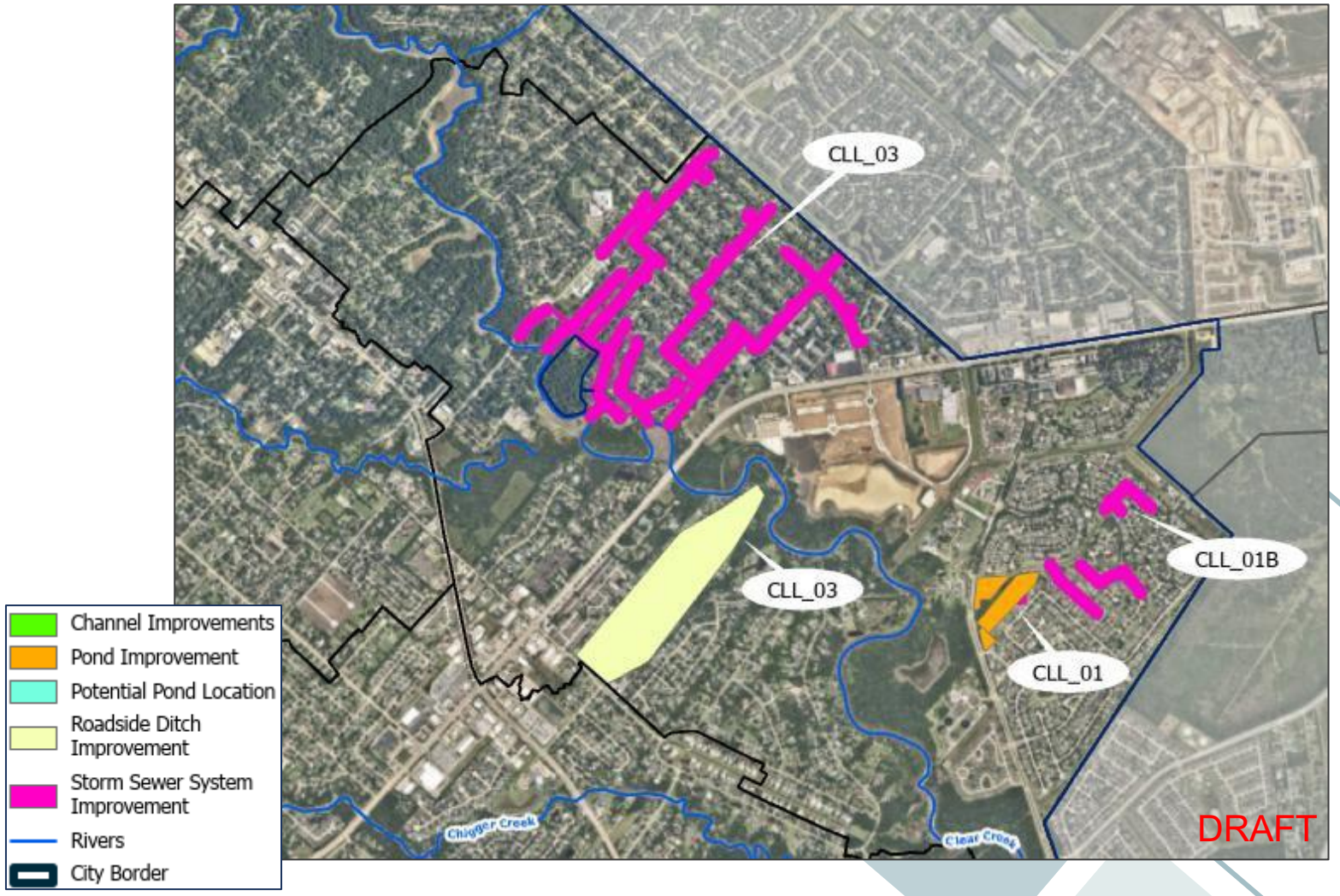
- Project Description:
  - Increasing the capacity of the existing roadside ditch targeted at managing overflow from the ditch and reducing flood risk to nearby structures.
- Estimated Project Cost ($0.49M):
  - Construction: $324,053
  - ROW: N/A
  - Mitigation (surface): $11,918
  - Engineering: $50,395
  - Contingency: $100,791

Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-0.09	-2.63	-1
100-Year	-0.05	-3.93	-4



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 - 2
- Total of 4 projects
- CLL_01B builds upon the pond expansion of CLL_01.



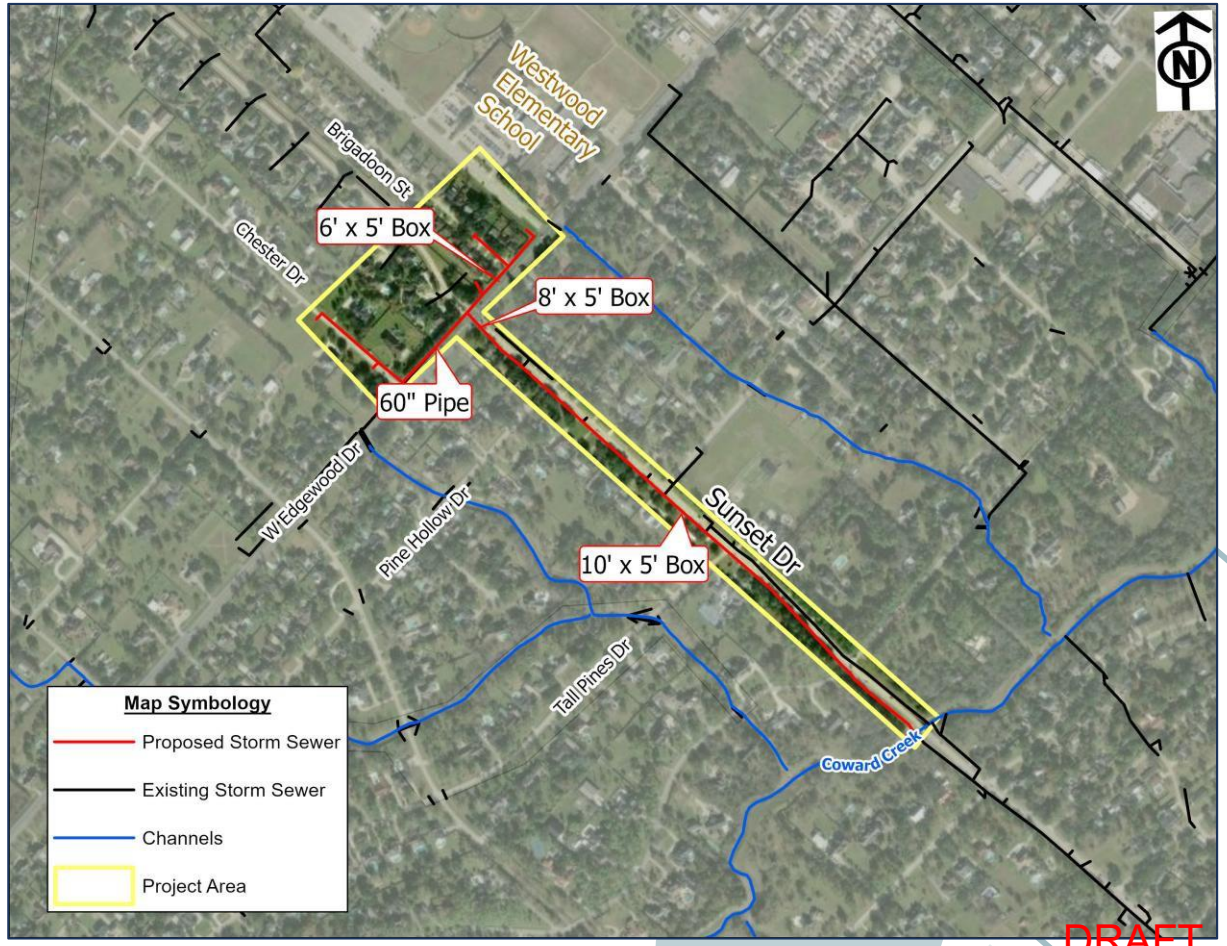
Coward Creek – Project Discussion

halff

ALTERNATIVE 3 – BRIGADOON LANE STORM SEWER SYSTEM IMPROVEMENTS

- Project Description:
  - Extend new storm sewer system up Brigadoon Street to provide additional storm water management for runoff. Upsize storm sewer of Sunset Drive improving capacity for surrounding area.
- Estimated Project Cost ($27.6M):
  - Construction: $7,489,653
  - ROW: $2,066,100
  - Mitigation: $8,768,291
  - Engineering: $2,438,691
  - Contingency: $4,877,383
  - Pipeline Relocation: $2,000,000

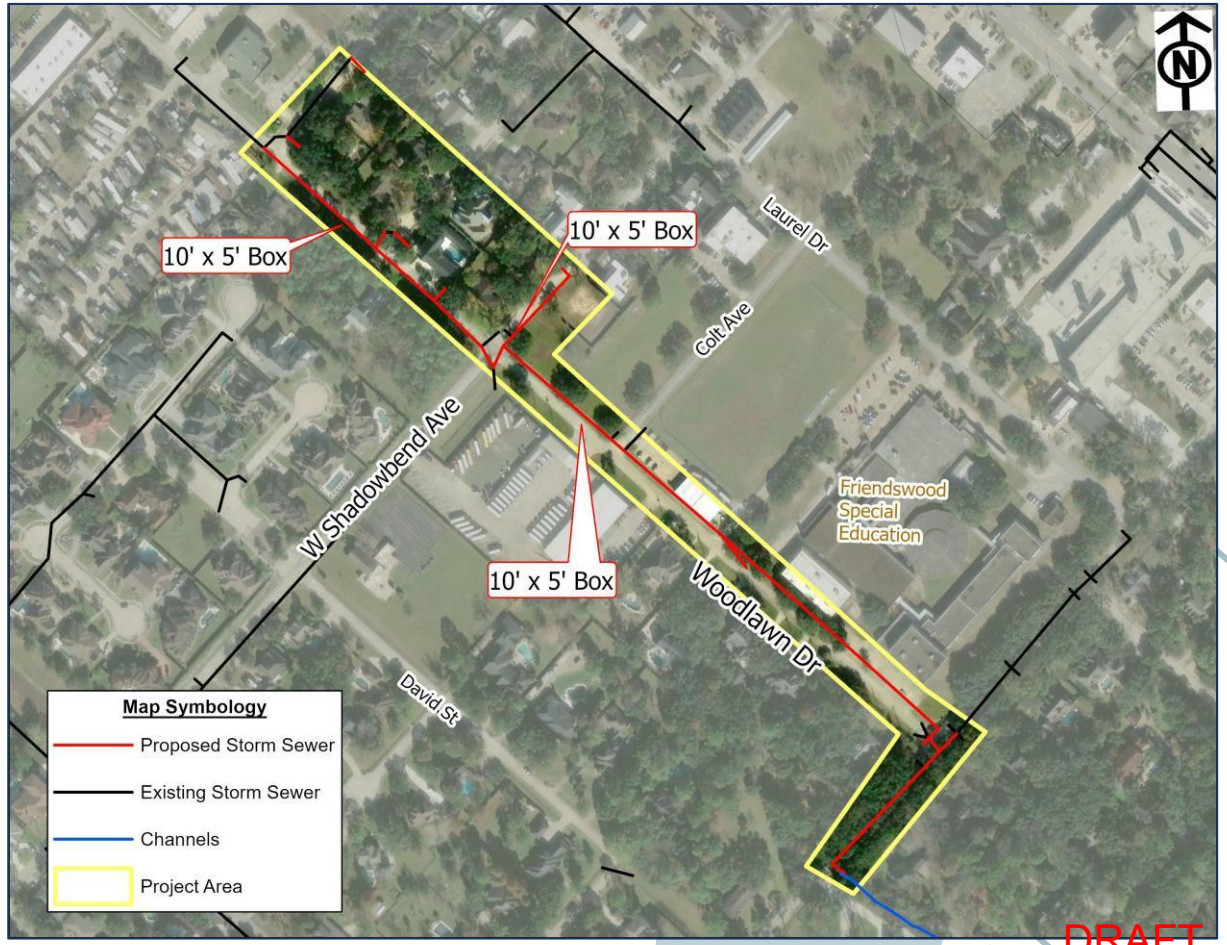
Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-0.52	-14.12	0
100-Year	-0.54	-19.29	-8



ALTERNATIVE 4 – WOODLAWN DRIVE STORM SEWER SYSTEM IMPROVEMENTS

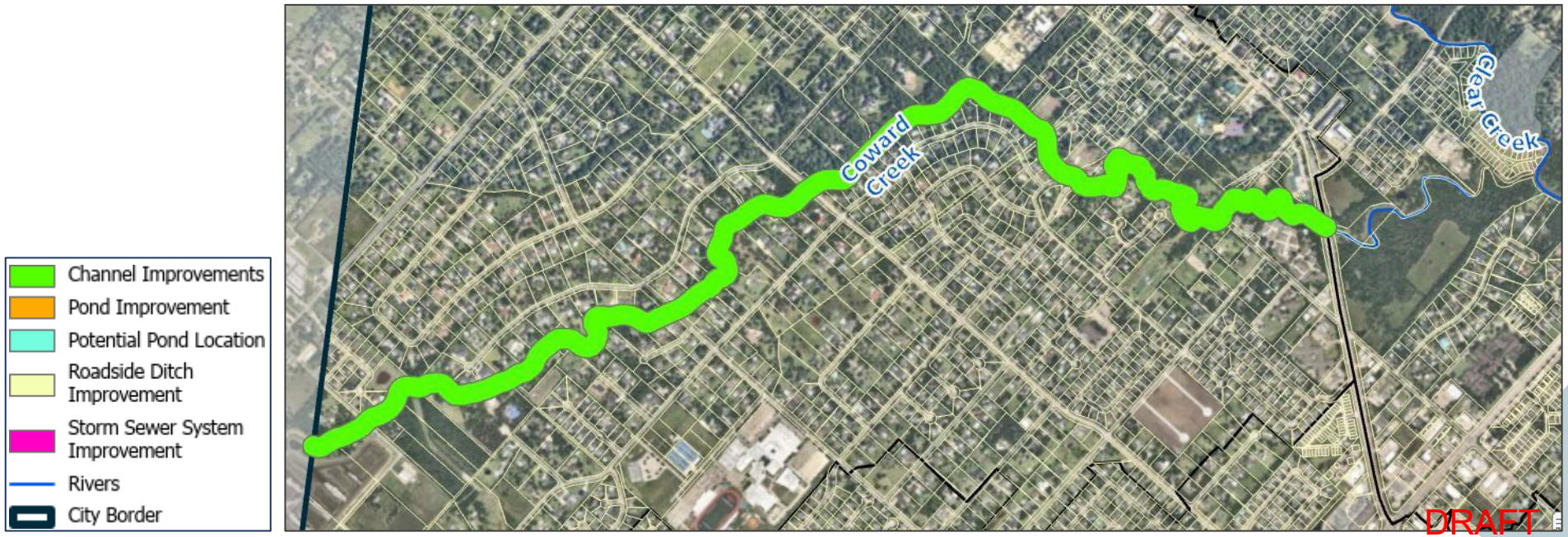
- Project Description:
  - Upsize existing storm sewer and include additional connectivity to West Shadowbend Avenue.
- Estimated Project Cost ($11.3M):
  - Construction: $6,132,370
  - ROW: $1,976,137
  - Mitigation: $239,639
  - Engineering: $955,801
  - Contingency: $1,911,603
  - Enhanced Tree Protection and Preservation: $100,000

Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-0.15	-5.37	0
100-Year	-0.18	-7.23	-1



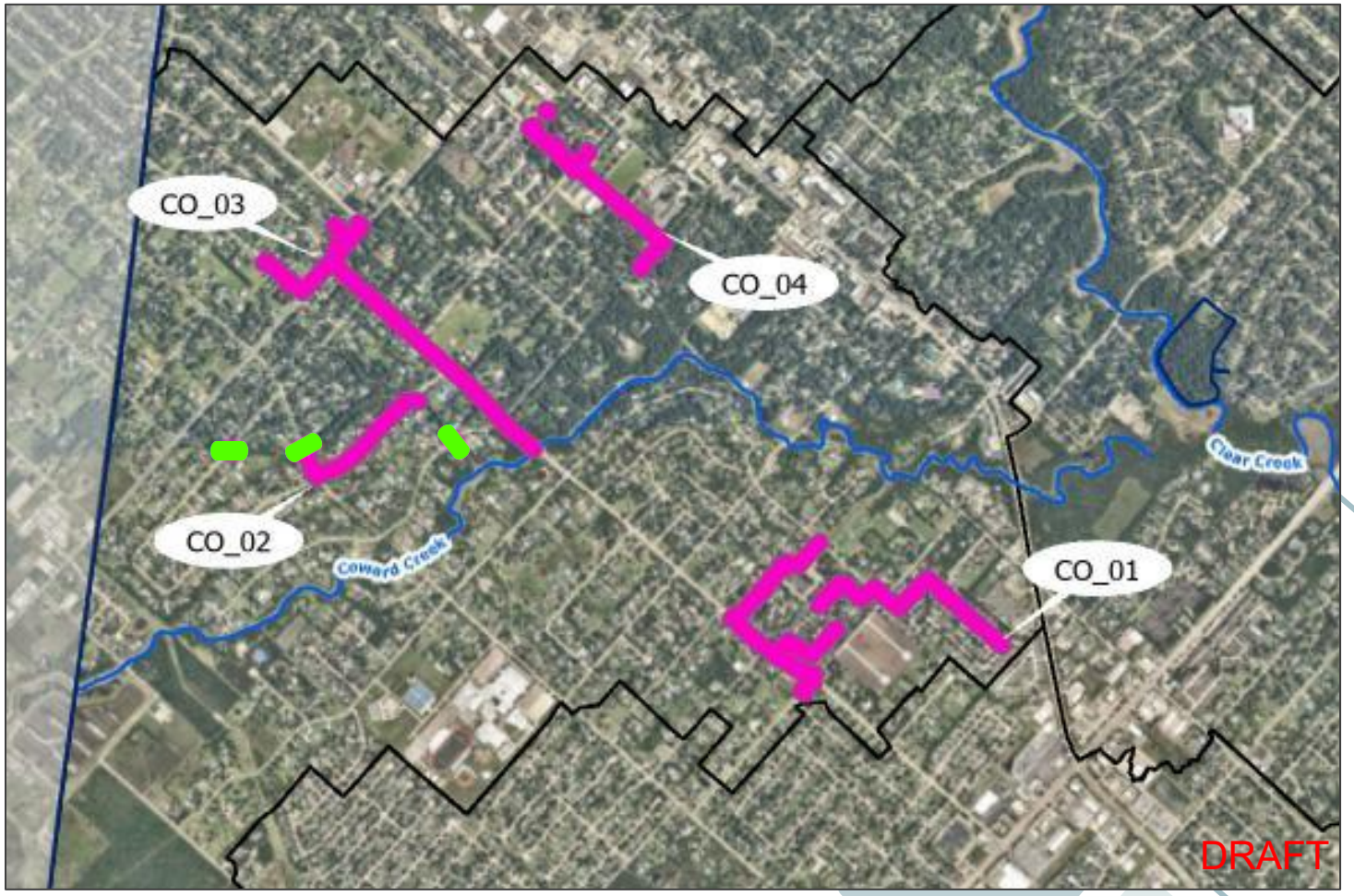
ALTERNATIVE – COWARD CREEK CHANNEL IMPROVEMENT

- Project Description:
  - Evaluation of channel improvements (shown in green) to reduce Coward Creek water surface elevations and lower tailwater for local drainage system
  - High-level project costs and benefits will be presented in MDP Report



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



Chigger Creek – Project Discussion

halff

ALTERNATIVE 1 – FALCON RIDGE STORM SEWER SYSTEM IMPROVEMENTS

- Project Description:
  - Decommissioning of existing storm sewer conduits through private property, and additional capacity added in replacement lines.
- Estimated Project Cost ($20.4M):
  - Construction: $5,275,803
  - ROW: N/A
  - Mitigation: $8,764,904
  - Engineering: $2,106,106
  - Contingency: $4,212,212



Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-0.42	-5.60	0
100-Year	-0.17	-4.84	0

ALTERNATIVE 2 – SAN JOAQUIN ESTATES CHANNEL CULVERT REPLACEMENT

- Project Description:
  - Removal of the currently plugged culverts allows for additional flow through the crossings and improves the tailwater elevations for neighborhood drainage system.
- Estimated Project Cost ($0.29M):
  - Construction: $166,200
  - ROW: N/A
  - Mitigation: N/A
  - Engineering: $75,000
  - Contingency: $49,860

Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	+0.02	-3.47	-1
100-Year	-0.07	-4.84	-1

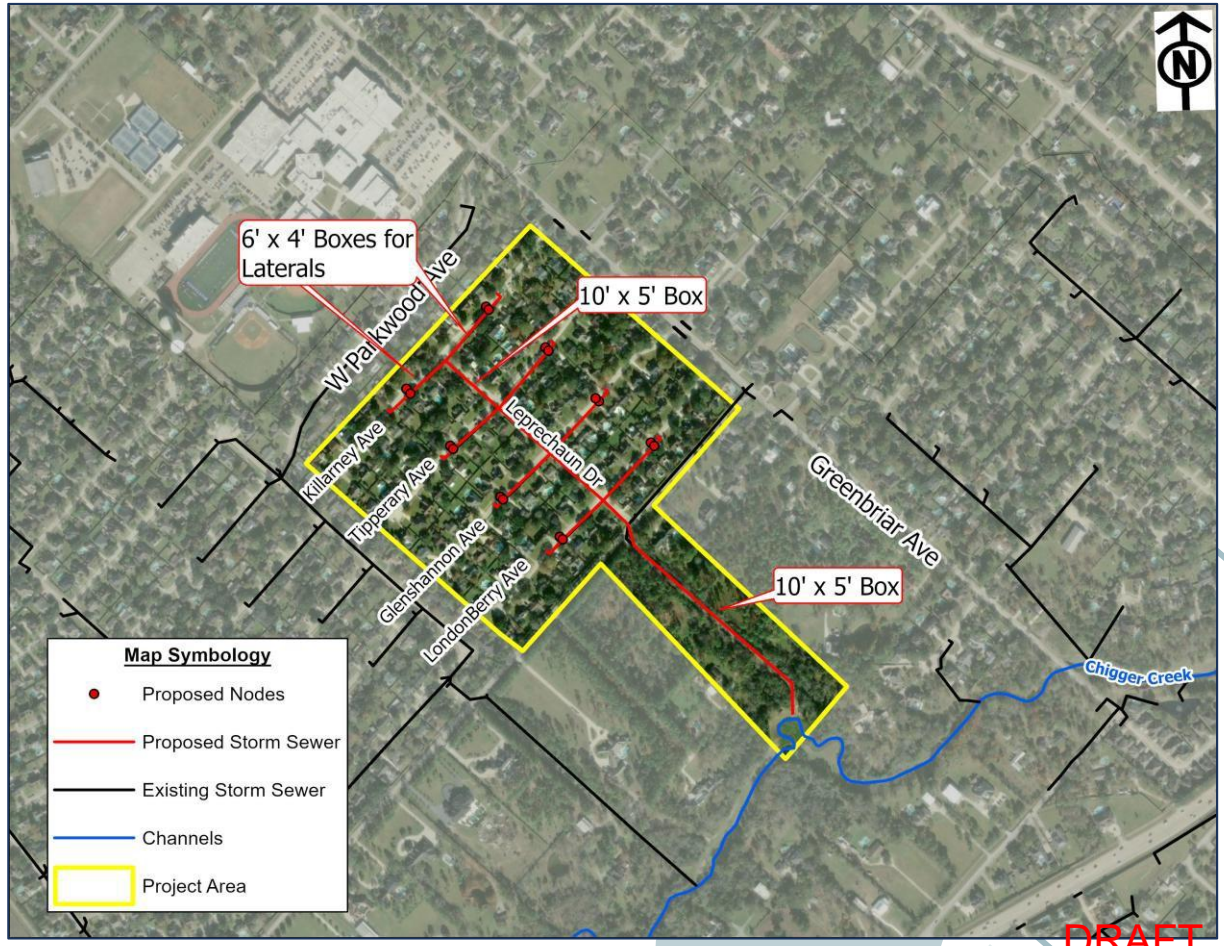


NOTE: Project includes replacement of existing culverts with 4-60" RCP.

ALTERNATIVE 3 – GLENSHANNON SUBDIVISION STORM SEWER IMPROVEMENTS

- Project Description:
  - Upsize of existing storm sewer within the Glenshannon subdivision and outfall system to provide additional capacity in a location that saw undersized infrastructure causing ponding.
- Estimated Project Cost ($22.7M):
  - Construction: $9,179,064
  - ROW: N/A
  - Mitigation: $6,490,089
  - Engineering: $2,350,373
  - Contingency: $4,700,746

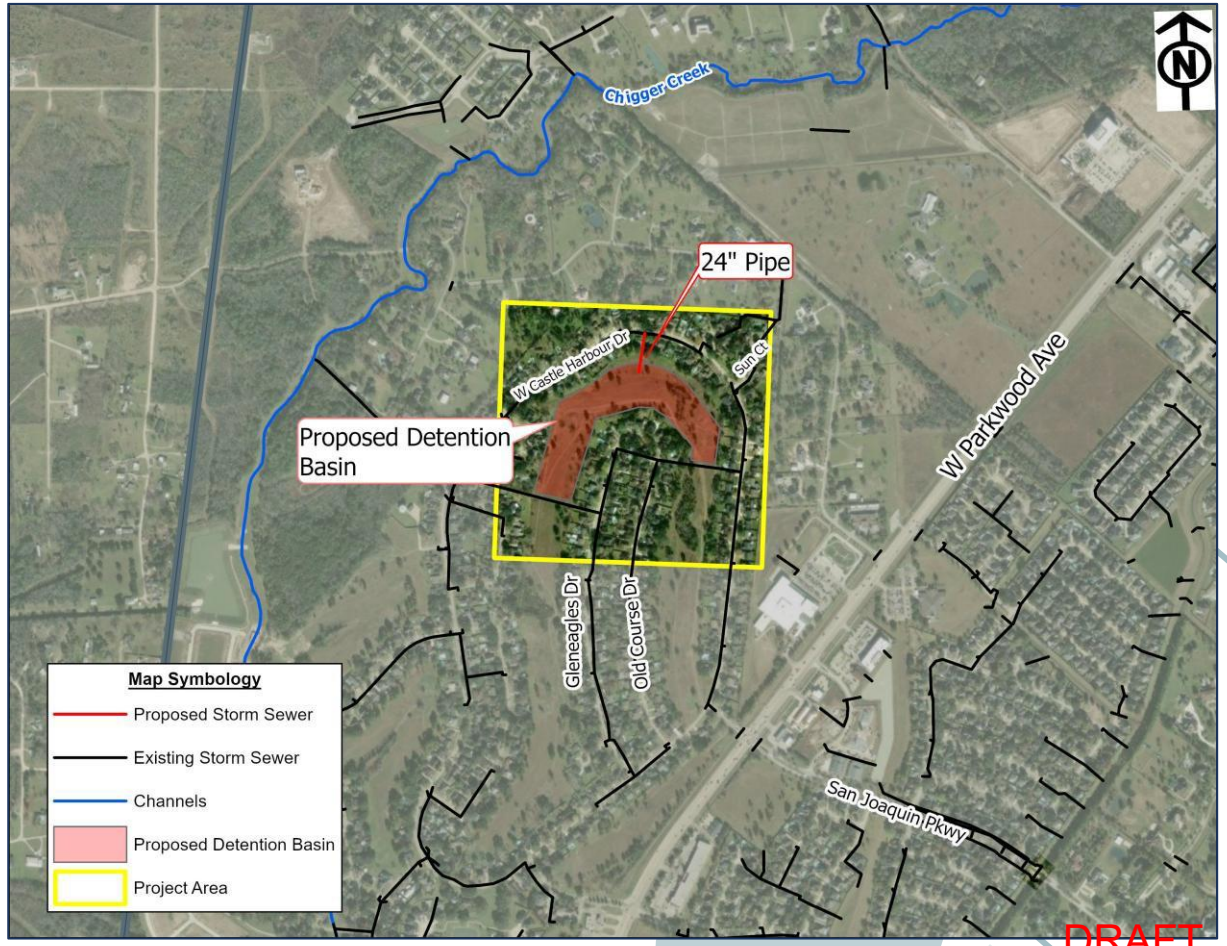
Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	-0.7	-6.44	0
100-Year	-0.22	-10.02	0



ALTERNATIVE 4 – SUN MEADOW DETENTION POND

- Project Description:
  - Utilize existing open space within the Sun Meadow neighborhood to provide detention volume and maintain recreational space.
- Estimated Project Cost ($7.5M):
  - Construction: $1,885,579
  - ROW: $4,805,176
  - Mitigation: N/A
  - Engineering: $282,836
  - Contingency: $565,673

Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	+0.15	-2.00	-1
100-Year	+0.29	-2.32	-1



ALTERNATIVE 5 – POLLY RANCH ESTATES CHANNEL IMPROVEMENTS

- Project Description:
  - Expand the existing banks adjacent to the Polly Ranch subdivision with channel shelving in locations of large channel bends which contribute to increases in water surface elevations.
- Estimated Project Cost ($1.1M):
  - Construction: $353,878
  - ROW: $596,880
  - Mitigation: N/A
  - Engineering: $53,081
  - Contingency: $106,163

Storm Event	Inundated Roadway (miles)	Inundated Area (acres)	Flooded Structure Reductions
10-Year	+0.01	0.00	0
100-Year	0.00	-0.35	0



ALTERNATIVE 5 – POLLY RANCH ESTATES CHANNEL IMPROVEMENTS

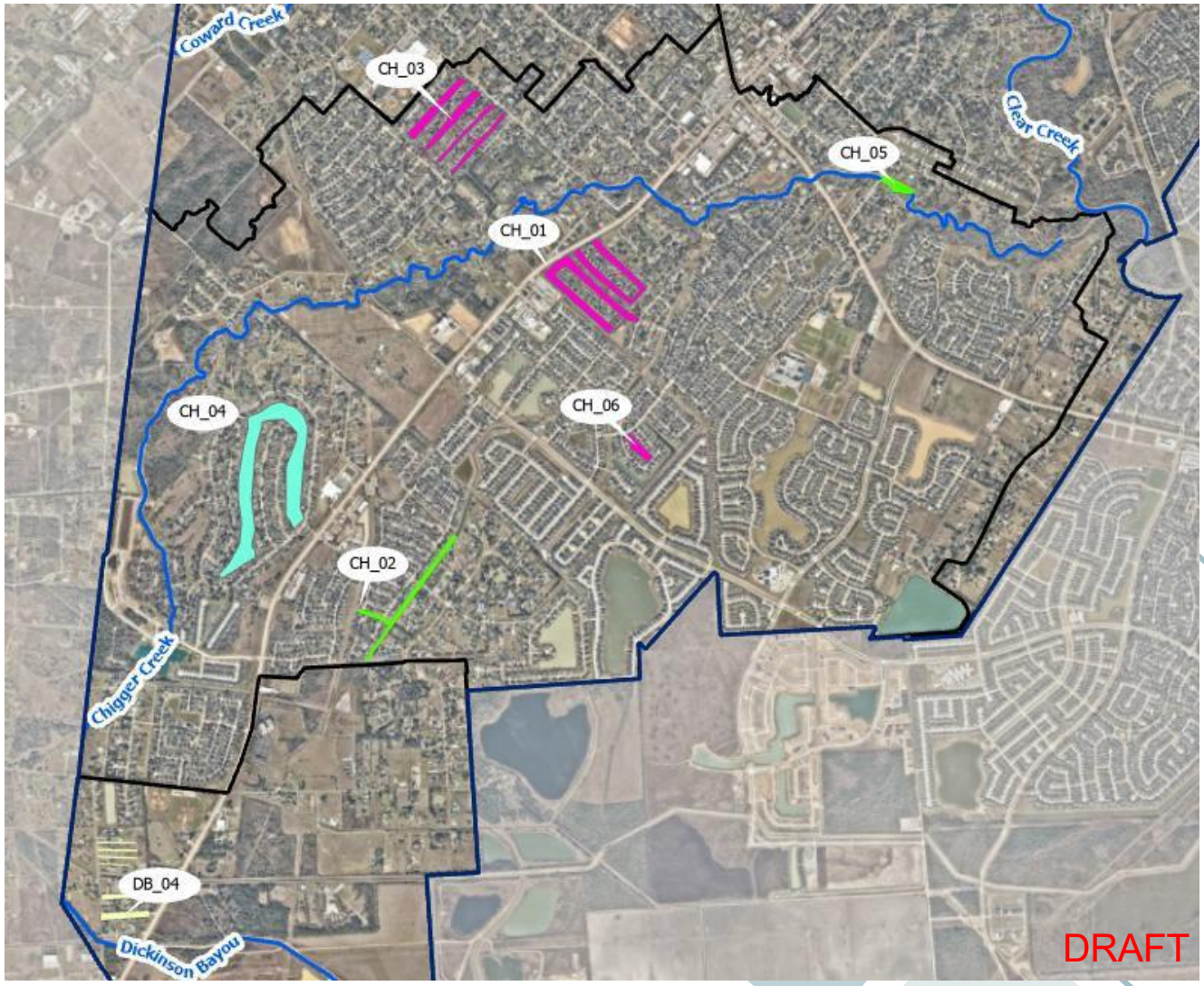
- Tropical Depression Arthur:
  - Photos taken of Chigger Creek, nearby location of Alternative 5 – Polly Ranch Estates Channel Improvement





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





Project Prioritization

halff

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%)

Next Steps

NEXT STEPS

- Finalize project prioritization and BCA
- Complete project summary sheets
- Finish implementation plan and submit draft report

THE BIG PICTURE

1. Started with quantitative assessment of flood risk throughout the City
2. Identified high-risk areas and corresponding causes of flooding
3. Develop targeted drainage solutions and screened 50 concepts down to 15 projects

- *Goal was to provide a range of projects both in location and cost*
- *The MDP is a roadmap, but more work remains to progress projects to construction*
- *Need to further optimize projects and reevaluate mitigation strategy and cost*
- *City has updated drainage criteria and a new risk web map and MDP website*

Questions

halff

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/04/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Discuss the 2026 Bond Election Propositions and the results of the survey sent out to the community.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

City Council will review the 2026 Bond Election Ad Hoc Committee's recommendations of propositions for a potential bond election on November 3, 2026. The purpose of this work session is for the Council to provide staff direction on how they would like to proceed on some or all of the items presented.

Attached please find the list of the proposed bond projects.

Please note, the current survey of residents is still out through the end of June. The results will be shared with Council upon closure of the survey.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report and provide feedback.

ATTACHMENTS

1.	Bond Advisory Committee Presentation - 05.27.2026

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

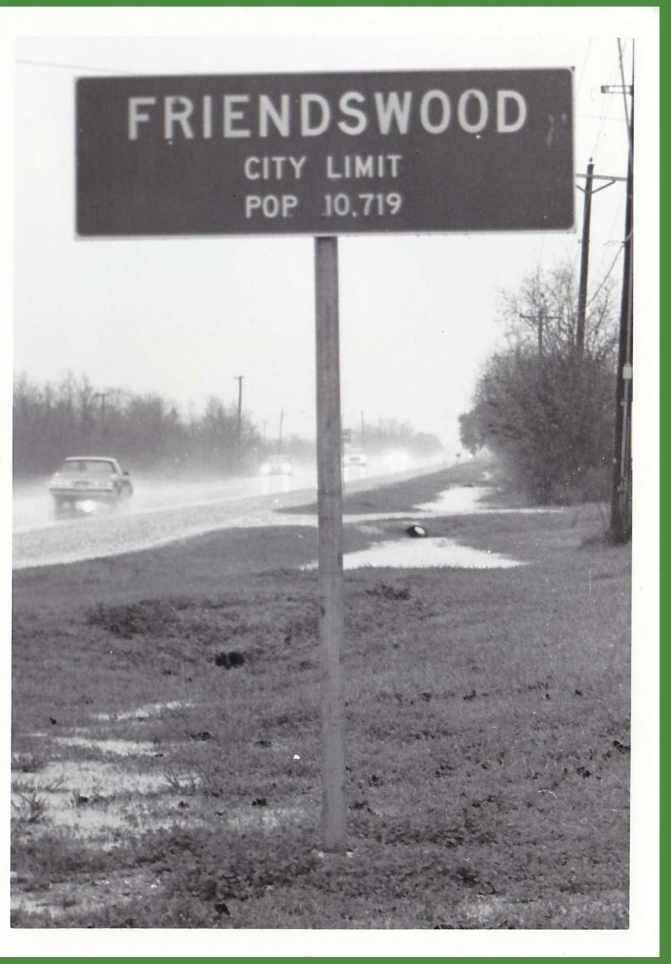


Drainage



Bond Advisory Group

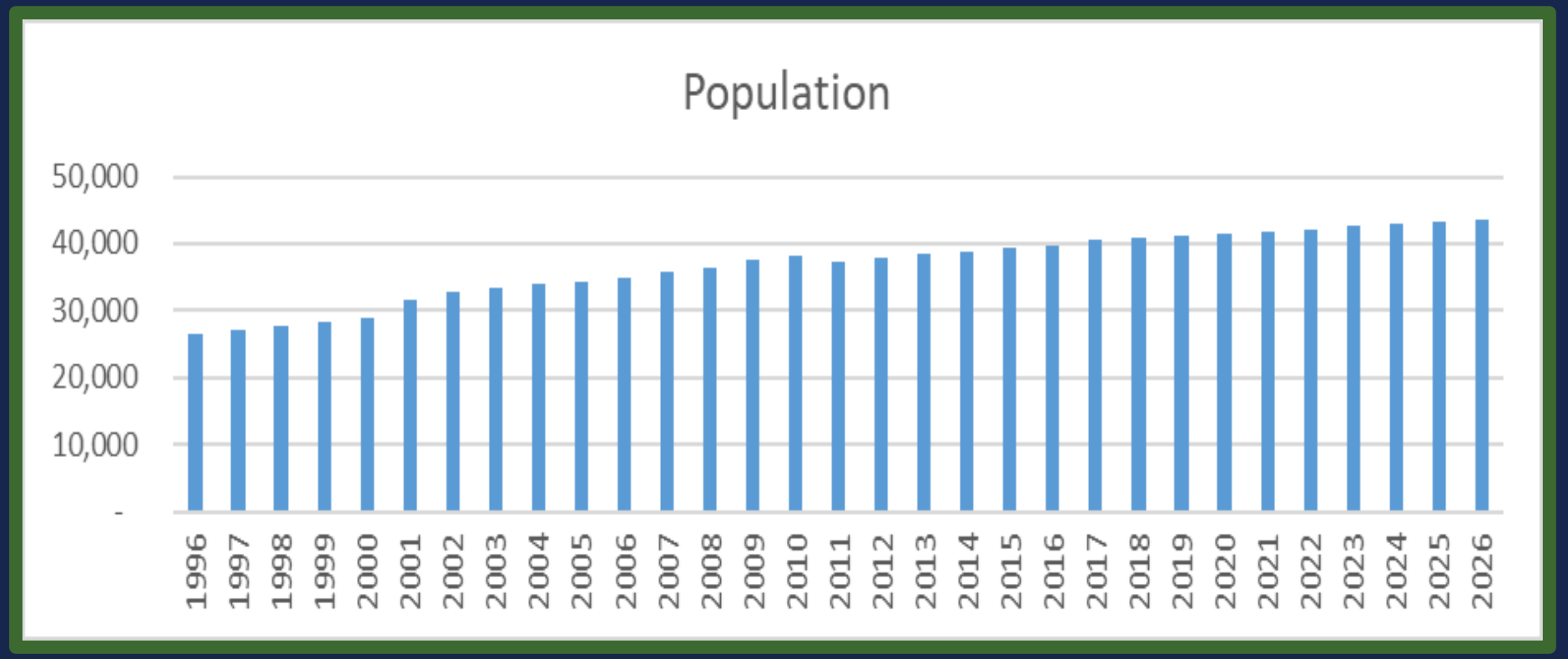
- Committee & Sub-Committees Met 12 Times
- Bond Leadership Met 7 Times
- Meetings Included:
  - Meetings with City Staff
  - Tours of Facilities
  - Review of Capital Improvements Plans
  - Review of Financing Structures and Options
  - Review of Master Plans
  - Review of 182M worth of Proposed Projects



City Demographics



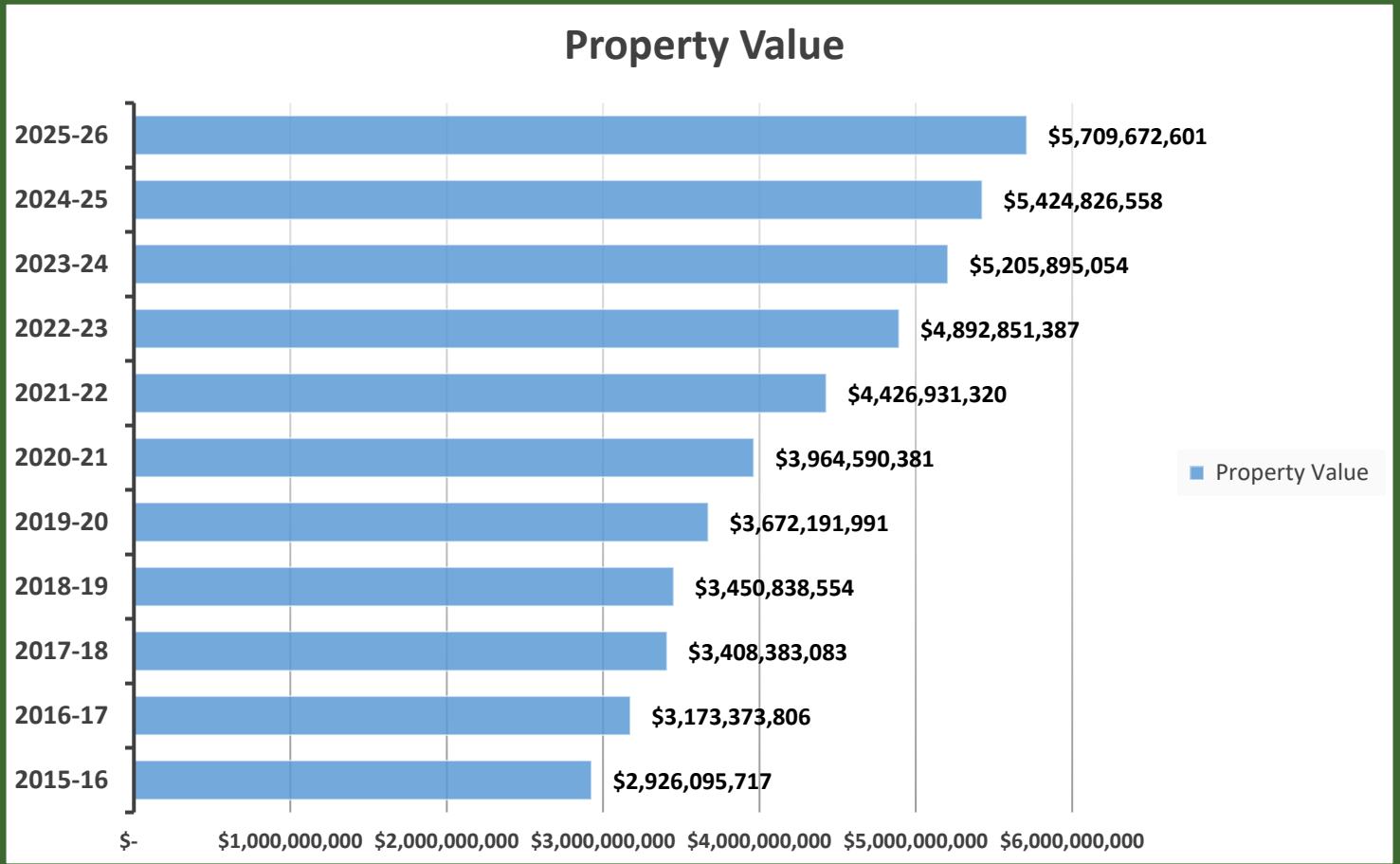
Population Growth



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:

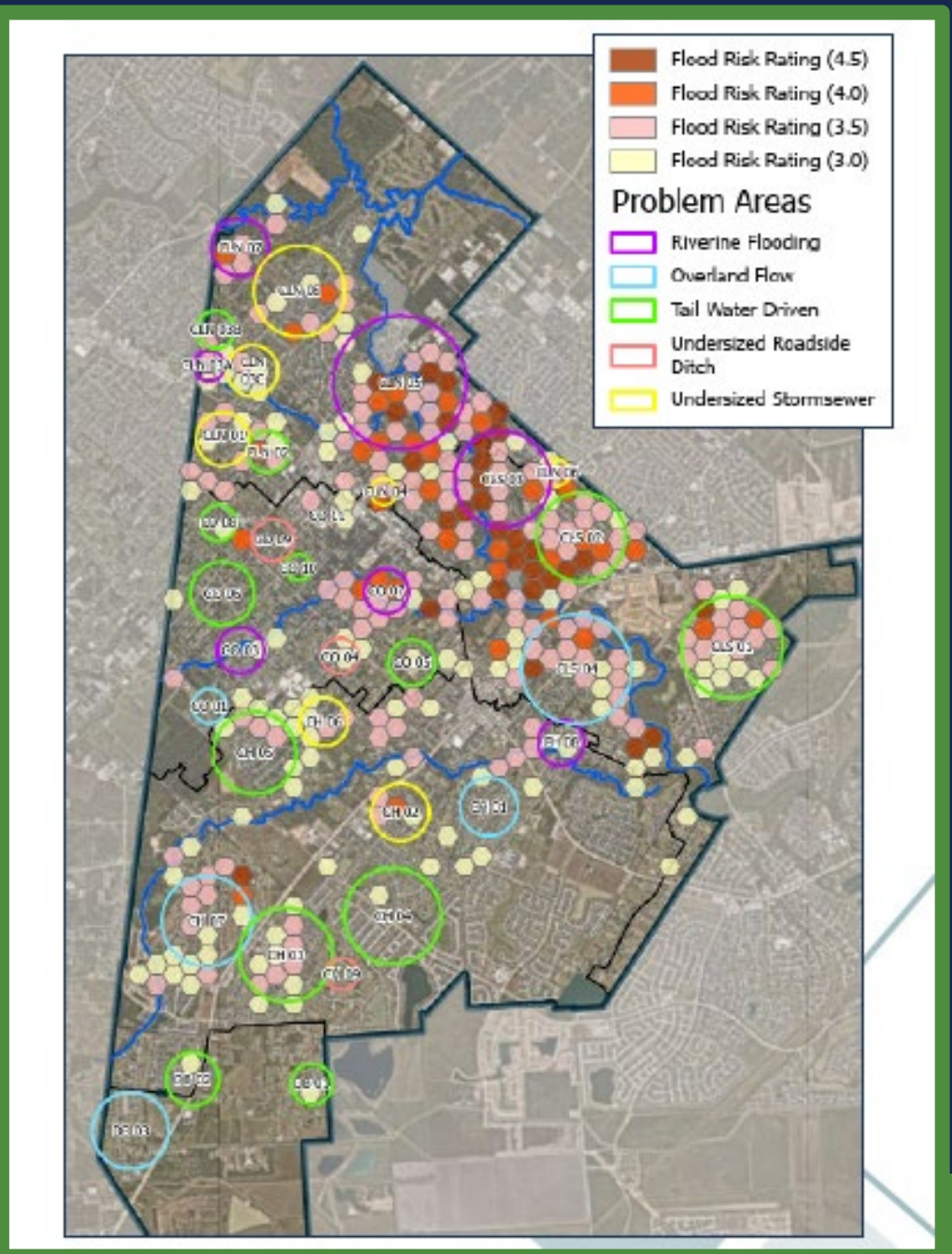
- **Quality of Life** – if the item will enhance the well-being of the population and provides additional services to the community
- **Efficiency** – if the change is trying to do something that will make the City's operations more efficient
- **Critical** – if the item is needed to protect the health, 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

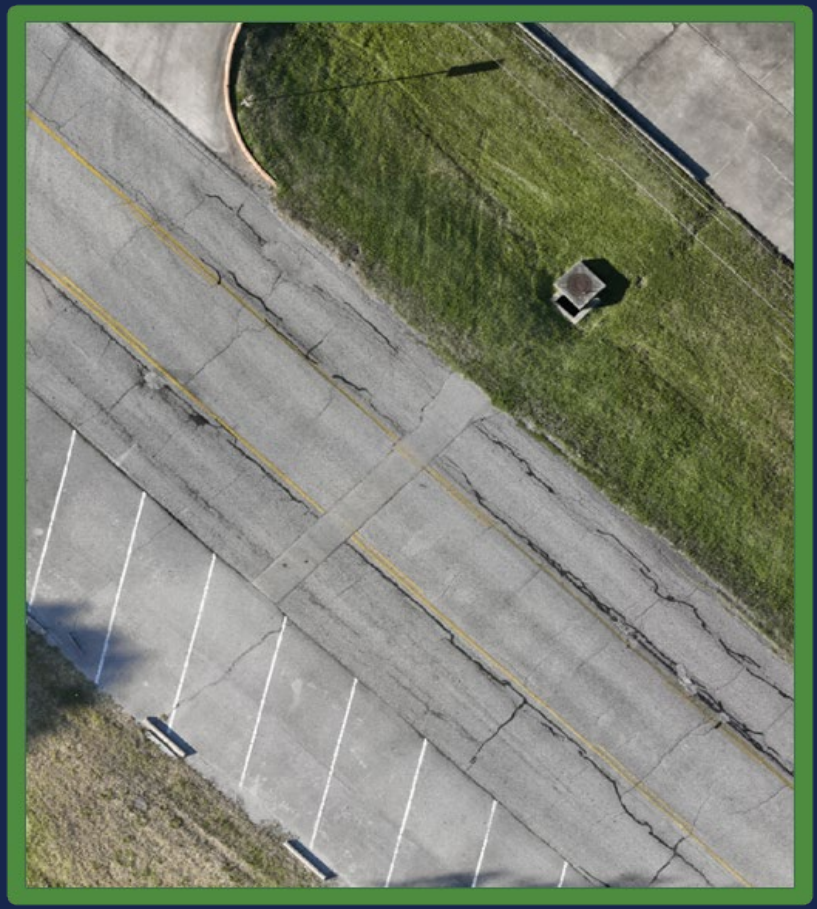
- Full reconstruction is required to restore a safe and durable roadway surface and address underlying base/subgrade deficiencies
- This street has experienced significant pavement distress and settlement, resulting in adjacent lanes being as much as 3–4 inches out of level
- The corridor is in deteriorated 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.



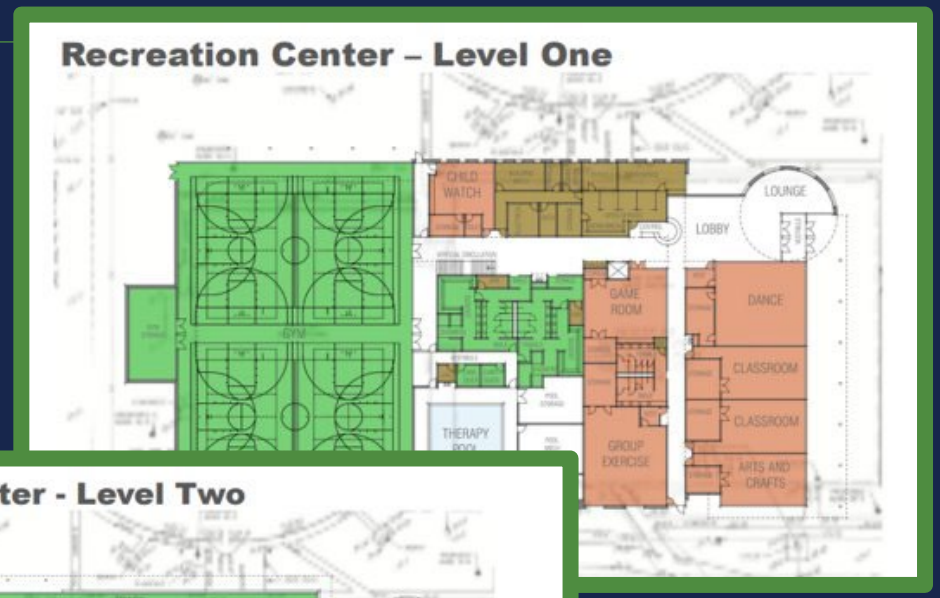
Rendering from PGAL for reference, for building at existing site.

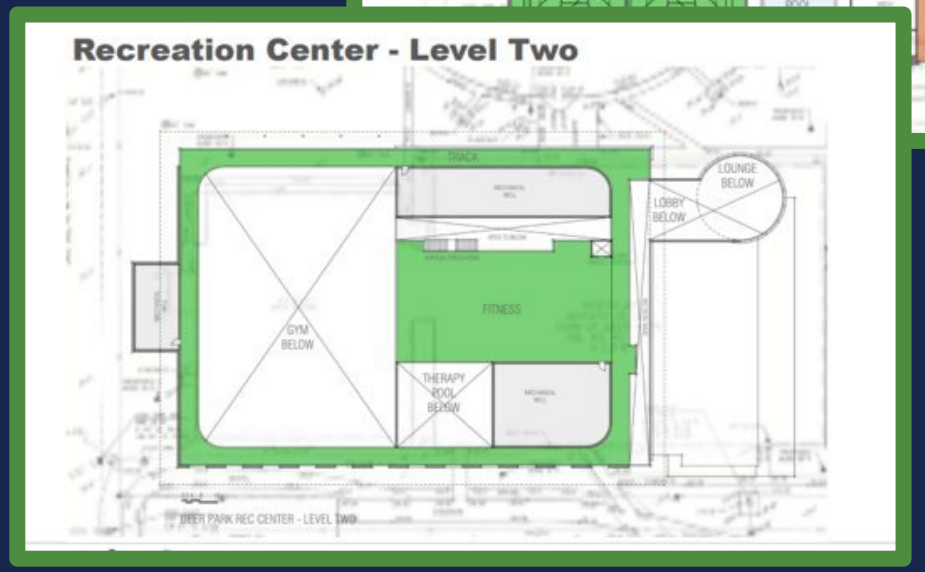
Identified as 2025 Parks Master Plan Goal #1

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

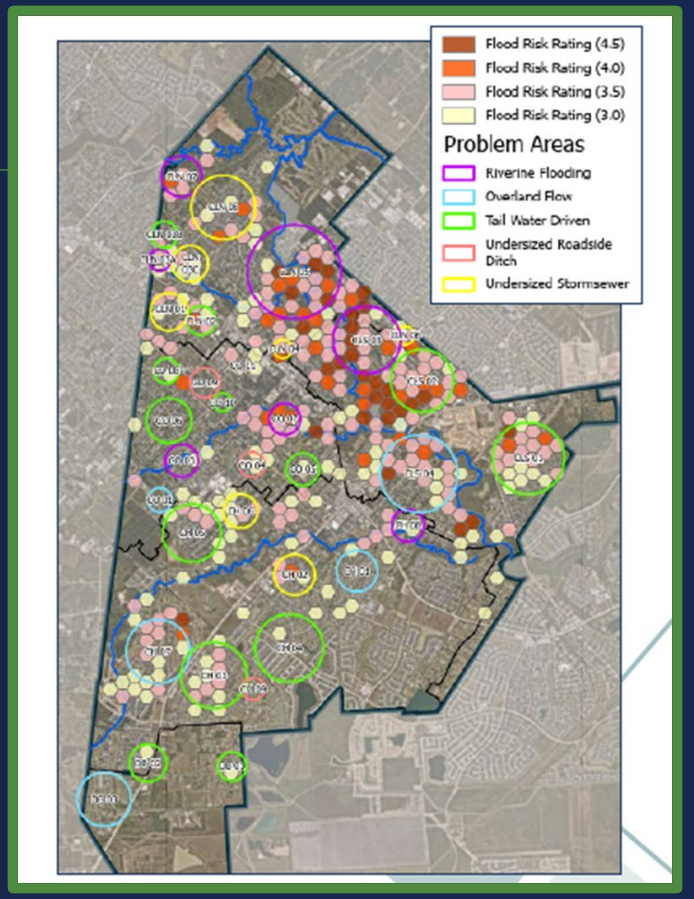


New AquaPlay Unit for children to expand play and education for children visiting the pool

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: July 6, 2026

Date submitted: 06/02/2026

Prepared by: Karen Horner, City Attorney

Subject: Receive an overview of tax increment reinvestment zones and public improvement districts, including information concerning the Reinvestment Zone Numbers One and Two, City of Friendswood and Friendswood City Center Public Improvement District.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Johnathan Frels from Bracewell LLP will present an overview of tax increment reinvestment zones and public improvement districts, including information concerning the Reinvestment Zone Numbers One and Two, City of Friendswood and Friendswood City Center Public Improvement District.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1.	PUBLIC IMPROVEMENT PPT(11117131.2)

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/20/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider on first reading an ordinance approving the 2026 Annual Update to the Service and Assessment Plan and Assessment Roll for the Friendswood City Center Public Improvement District, including the collection of annual installments.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance approves the 2026 Annual Update to the Service and Assessment Plan ("SAP") and Assessment Roll for the Friendswood City Center Public Improvement District (the "PID"). Pursuant to Section 372.013(d) of the Texas Local Government Code, the City Council is required to review and update the SAP annually.

The original SAP was adopted by City Council on November 4, 2024, and includes a 30-year payment term. The 2026 annual installment to be collected from parcels within PID are shown on the assessment roll of the 2026 SAP update with a summary below, due on January 31, 2027.

Initial Major Improvements Annual Installment Due.....$3,236,451.66
Additional Major Improvements Annual Installment Due.....$1,488,816.06

If approved on first reading, the second reading of the ordinance will be held on August 3, 2026.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Ordinance - Approving 2026 SAP Update Friendswood City Center PID
2.	Exhibit A - City Center 2026 SAP Update

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE 2026 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT, INCLUDING THE COLLECTION OF THE 2026 ANNUAL INSTALLMENTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Friendswood, Texas (the "City") received a petition meeting the requirements of Section 372.005 of the Public Improvement District Assessment Act (the "Act") requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Friendswood City Center Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, on November 6, 2023, the City Council approved a resolution (the "Resolution") to provide for a public hearing date of December 4, 2023, to consider the creation of the District; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located, in accordance with the Act; and

WHEREAS, notice was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that the owners had actual knowledge of the public hearing to be held on December 4, 2023; and

WHEREAS, the City Council approved the creation of the District by resolution on January 8, 2024 (the "Creation Resolution") and filed the Creation Resolution in the real property records of Harris County, as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment

Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last-known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at its regular meeting on the 4th day of November, 2024, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an ordinance levying Assessments on property within the District on November 4, 2024; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the Service and Assessment Plan and Assessment Roll was last reviewed and updated on August 4, 2025, via Ordinance No. 2025-25; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2026 (together, the "2026 Updates"); and

WHEREAS, upon approval of the 2026 Updates by the City Council, City staff is directed to file a copy of this Ordinance and the 2026 Updates in the real property records of Harris County; and

WHEREAS, the City Council now desires to proceed with the adoption of this ordinance approving the 2026 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this ordinance to be in the best interest for the citizens of Friendswood, Texas; NOW THEREFORE,

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

Section 1. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the 2026 Updates, which are attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, are hereby approved and accepted as provided.

Section 3. If any portion of this ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof; and the Council hereby determines that it would have adopted this ordinance without the invalid provision.

Section 4. That this ordinance shall be cumulative of all other City ordinances; and all other provisions of other ordinances adopted by the City which are inconsistent with the terms or provisions of this ordinance are hereby repealed.

Section 5. It is hereby declared to be the intention of the City Council of the City of Friendswood, Texas, that sections, paragraphs, clauses and phrases of this ordinance are severable; and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance since the same would have been enacted by the City Council of the City of Friendswood without the incorporation in this ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

Section 6. That the City Secretary is hereby directed to file a copy of this ordinance and the 2026 Updates in the real property records of Harris County, Texas; and

Section 7. This ordinance shall take effect from and after its passage on second reading by the City Council of the City of Friendswood, Texas.

[Signature pages to follow]

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 6th day of July, 2026.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared Mike Foreman, the Mayor of the City of Friendswood, known to me to be such person who signed the above and acknowledged to me that such person executed the above and foregoing ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this 6th day of July, 2026.

[NOTARY STAMP] _____
Notary Public, State of Texas

INTRODUCED, READ, AND PASSED on second and final reading by the affirmative vote of the City Council of the City of Friendswood this 3rd day of August, 2026.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared Mike Foreman, the Mayor of the City of Friendswood, known to me to be such person who signed the above and acknowledged to me that such person executed the above and foregoing ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this the 3rd day of August, 2026.

[NOTARY STAMP] _____
Notary Public, State of Texas

FRIENDSWOOD CITY CENTER

2026 ANNUAL SERVICE PLAN UPDATE

JULY 6, 2026

INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update shall have the meanings set forth in the 2024 Service and Assessment Plan (the "SAP").

The District was created pursuant to the PID Act by Resolution No. 2024-01 on January 8, 2024 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On November 4, 2024, the City approved the SAP for the District by adopting Ordinance No. 2024-37 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Roll.

On September 8, 2025, the City approved 2025 Annual Service Plan Update for the District by adopting Ordinance No. 2025-25 which updated each Assessment Roll within the District for 2025.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the SAP. This 2026 Annual Service Plan Update also updates the Assessment Roll for 2026.

PARCEL SUBDIVISION

The final plat of Friendswood City Center was filed and recorded with the County as document number RP-2025-317434 on August 12, 2025.

See **Exhibit C** for the Lot Type classification map.

LOT AND HOME SALES

Current ownership within the District is based on information provided by the Developer and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the MSRB's EMMA by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current ownership within the property securing such Assessment is based on information provided by the Developer and other publicly available records. See **Exhibit D** for buyer disclosures.

AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the SAP. The Authorized Improvements and estimated costs as described in the SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Developer and other available project information at the time such information is compiled. Such information may be updated from time to time.

OUTSTANDING ASSESSMENT

The Initial Major Improvement Assessments has an outstanding Assessment of $36,907,000.00.

The Additional Major Improvement Assessments has an outstanding Assessment of $17,746,000.00.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. A debt service schedule is

attached as **Exhibit B-1** and a schedule for the reimbursement obligation is attached as **Exhibit B-2**.

TIRZ ANNUAL CREDIT

The TIRZ No. 1 Annual Credit Amount shall only be applied as further described in the SAP.

Lot Type	Units/Sq. Ft.	TIRZ No. 1 Maximum Annual Credit Amount
Lot Type 1	76,408	$ 2.08
Lot Type 2	268,800	$ 1.73
Lot Type 3	115	$ 782.44
Lot Type 4	194,050	$ 1.46
Lot Type 5	750,000	$ 2.35

The TIRZ No. 1 Annual Credit Amount by Parcel is included in the Assessment Rolls attached hereto as **Exhibit A-1.**

ANNUAL INSTALLMENT DUE 1/31/2026

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below

    - ***TIRZ Credit*** **-** The total principal and interest credit from the TIRZ No. 1 Fund for the Annual Installment is calculated on a per lot basis as shown in the Assessment Roll.

- ***Additional Interest Reserve*** – Additional Interest is collected and deposited into an account of the Reserve Fund. The Additional Interest is calculated in accordance with the governing documents, resulting in t Annual Installment as shown below.

District	
Due January 31, 2027	
Principal	694,000.00
Interest	3,825,710.00
Capitalized Interest	-
Additional Interest	184,535.00
Annual Collection Costs	75,763.00
Less ACC Credit	(55,166.95)
Total Annual Installment	**$ 4,724,841.05**

- ***Annual Collection Costs*** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is shown below.

Initial Major Improvements		
Annual Collection Costs Breakdown		
Administration	$	31,616.05
City Auditor	$	675.30
Filing Fees	$	675.30
County Collection	$	675.30
PID Trustee Fees	$	4,500.00
Draw Request Review	$	11,500.00
P3 Works Dev/Issuer CDA Review	$	4,025.00
Past Due P3Works, LLC Invoices	$	-
Collection Cost Maintenance Balance	$	10,000.00
Less CCMB Credit from Prior Years	$	(10,000.00)
Arbitrage Calculation	$	1,500.00
Total Annual Collection Costs	**$**	**55,166.95**

Additional Major Improvements		
Annual Collection Costs Breakdown		
Administration	$	15,201.95
City Auditor	$	324.70
Filing Fees	$	324.70
County Collection	$	324.70
PID Trustee Fees	$	-
Draw Request Review	$	3,910.00
P3 Works Dev/Issuer CDA Review	$	-
Past Due P3Works, LLC Invoices	$	510.00
Collection Cost Maintenance Balance	$	-
Less CCMB Credit from Prior Years	$	-
Arbitrage Calculation	$	-
Total Annual Collection Costs	**$**	**20,596.05**

- ***Credit*** $55,166.95 Annual Collection Costs initially funded at bond closing will be applied in accordance with the terms of the SAP, reducing the total Annual Installment by $55,166.95.

PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments are reflected in the corresponding Assessment Roll.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		District				
Annual Installments Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Initial Major Improvement Bonds						
Principal		$ 468,000.00	$ 499,000.00	$ 533,000.00	$ 570,000.00	$ 609,000.00
Interest [a]		$ 2,583,490.00	$ 2,550,730.00	$ 2,515,800.00	$ 2,478,490.00	$ 2,438,590.00
Capitalized Interest		$ -	$ -	$ -	$ -	$ -
	(1)	$ 3,051,490.00	$ 3,049,730.00	$ 3,048,800.00	$ 3,048,490.00	$ 3,047,590.00
Additional Interest[b]	(2)	$ 184,535.00	$ 182,195.00	$ 179,700.00	$ 177,035.00	$ 174,185.00
Annual Collection Costs[c]	(3)	$ 55,166.95	$ 54,740.29	$ 55,835.09	$ 56,951.80	$ 58,090.83
Annual Collection Costs Credit[c]	(4)	$ (55,166.95)	$ (54,740.29)	$ (55,835.09)	$ (56,951.80)	$ -
Total Annual Installment Due	**(5) = (1) + (2) + (3) + (4)**	**$ 3,236,025.00**	**$ 3,231,925.00**	**$ 3,228,500.00**	**$ 3,225,525.00**	**$ 3,279,865.83**
Additional Major Improvements Reimbursement Obligation						
Principal		$ 226,000.00	$ 244,000.00	$ 260,000.00	$ 277,000.00	$ 295,000.00
Interest [d]		$ 1,242,220.00	$ 1,226,400.00	$ 1,209,320.00	$ 1,191,120.00	$ 1,171,730.00
	(5)	$ 1,468,220.00	$ 1,470,400.00	$ 1,469,320.00	$ 1,468,120.00	$ 1,466,730.00
Additional Interest[e]	(6)	$ -	$ -	$ -	$ -	$ -
Annual Collection Costs[c]	(7)	$ 20,596.05	$ 20,487.77	$ 20,897.53	$ 21,315.48	$ 21,741.79
Total Annual Installment Due	**(8) = (5) + (6) + (7)**	**$ 1,488,816.05**	**$ 1,490,887.77**	**$ 1,490,217.53**	**$ 1,489,435.48**	**$ 1,488,471.79**

[a] Calculated at the rate on the Series 2024 Bonds plus Additional Interest.
[b] Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of outstanding bond par.
[c] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to $20,000.
[d] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.
[e] Additional Interest will be collected if Additional Major Improvement Bonds are issued.

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Rolls attached hereto as **Exhibit A-1** and **Exhibit A-2**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner

of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the Levying SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council shall be final and binding on the owner and the Administrator.

EXHIBIT A-1 – INITIAL MAJOR IMPROVEMENTS ASSESSMENT ROLL

Property ID[e]	Address	Legal Description	Lot Type	Units/ Sq. Ft	Initial Major Improvement Outstanding Assessment[a]	Principal	Interest[b]	Capitalized Interest	Additional Interest[c]	Annual Collection Costs[d]	Annual Collection Costs Credit[d]	Annual Installment before TIRZ	TIRZ #1 Annual Credit Amount	Initial Major Improvements Annual Installment Due 1/31/2027[a],[f]
1413970000003	FM 528 RD	RES C (DETENTION/DRAINAGE) CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD	Non Benefited		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1413970000001	3680 FM 528 RD	RES A CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD	Non Benefited		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1413970000005	FM 528 RD	RES A1 CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD	Non Benefited		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TBD	TBD	Restricted Reserve "M" (Detention/Recreation/Open Space/Pond/Utilities)	Non Benefited		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TBD	TBD	Restricted Reserve "N" (Detention/Recreation/Open Space/Pond/Utilities)	Non Benefited		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TBD	TBD	Unrestricted Reserve "A"	Lot Type 1	15,374	$ 427,431.72	$ 5,420.06	$ 29,920.22	$ -	$ 2,137.16	$ 638.91	$ (638.91)	$ 37,477.44	$ -	$ 37,477.44
TBD	TBD	Unrestricted Reserve "B"	Lot Type 1	14,880	$ 413,697.41	$ 5,245.90	$ 28,958.82	$ -	$ 2,068.49	$ 618.38	$ (618.38)	$ 36,273.20	$ -	$ 36,273.20
TBD	TBD	Unrestricted Reserve "C"	Lot Type 1	16,608	$ 461,739.69	$ 5,855.10	$ 32,321.78	$ -	$ 2,308.70	$ 690.19	$ (690.19)	$ 40,485.58	$ -	$ 40,485.58
TBD	TBD	Unrestricted Reserve "D"	Lot Type 1	14,862	$ 413,196.97	$ 5,239.55	$ 28,923.79	$ -	$ 2,065.98	$ 617.63	$ (617.63)	$ 36,229.33	$ -	$ 36,229.33
TBD	TBD	Unrestricted Reserve "E"	Lot Type 1	14,684	$ 408,248.17	$ 5,176.80	$ 28,577.37	$ -	$ 2,041.24	$ 610.23	$ (610.23)	$ 35,795.41	$ -	$ 35,795.41
TBD	TBD	Unrestricted Reserve "F"	Lot Type 2	100,000	$ 2,311,904.27	$ 29,316.15	$ 161,833.30	$ -	$ 11,559.52	$ 3,455.73	$ (3,455.73)	$ 202,708.97	$ -	$ 202,708.97
TBD	TBD	Unrestricted Reserve "G"	Lot Type 2	68,800	$ 1,590,590.14	$ 20,169.51	$ 111,341.31	$ -	$ 7,952.95	$ 2,377.54	$ (2,377.54)	$ 139,463.77	$ -	$ 139,463.77
TBD	TBD	Unrestricted Reserve "H"	Lot Type 3	115	$ 1,203,168.31	$ 15,256.80	$ 84,221.78	$ -	$ 6,015.84	$ 1,798.44	$ (1,798.44)	$ 105,494.42	$ -	$ 105,494.42
TBD	TBD	Unrestricted Reserve "I"	Lot Type 2	100,000	$ 2,311,904.27	$ 29,316.15	$ 161,833.30	$ -	$ 11,559.52	$ 3,455.73	$ (3,455.73)	$ 202,708.97	$ -	$ 202,708.97
TBD	TBD	Unrestricted Reserve "J"	Lot Type 4	125,000	$ 2,436,885.03	$ 30,900.97	$ 170,581.95	$ -	$ 12,184.43	$ 3,642.55	$ (3,642.55)	$ 213,667.35	$ -	$ 213,667.35
TBD	TBD	Unrestricted Reserve "K"	Lot Type 4	69,050	$ 1,346,135.29	$ 17,069.70	$ 94,229.47	$ -	$ 6,730.68	$ 2,012.14	$ (2,012.14)	$ 118,029.84	$ -	$ 118,029.84
TBD	TBD	Unrestricted Reserve "L"	Lot Type 5	750,000	$ 23,582,098.79	$ 299,033.31	$ 1,650,746.92	$ -	$ 117,910.49	$ 35,249.48	$ (35,249.48)	$ 2,067,690.72	$ -	$ 2,067,690.72
		Total		**1289373.0000**	**$ 36,907,000.04**	**$ 468,000.00**	**$ 2,583,490.00**	**$ -**	**$ 184,535.00**	**$ 55,166.95**	**$ (55,166.95)**	**$ 3,236,025.00**	**$ -**	**$ 3,236,025.00**

Footnotes:

[a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[b] Interest is calculated at the rate of the Initial Major Improvement Bonds. Principal on the Initial Major Assessment Bonds is paid by Capitalized Interest for the installment due 1/31/2026. Interest for each year of the life of the Initial Major Improvement Assessment is depicted in the Debt Service Table.

[c] Additional Interest shall be collected beginning with the Annual Installment due 1/31/2026 and shall be collected when the Delinquency and Prepayment Reserve Fund is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] Annual Collection Costs will be assessed each year based on actual costs to administer the District. The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to $20,000.

[e] The list of Parcels shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County prior to billing.

[f] Cumulative of TIRZ No. 1 Annual Credit Amount.

EXHIBIT A-2 – ADDITIONAL MAJOR IMPROVEMENTS ASSESSMENT ROLL

Property ID[f]	Address	Legal Description	Lot Type	Units/ Sq. Ft	Additional Major Improvement Outstanding Assessment[a]	Principal[e]	Interest[c]	Capitalized Interest	Additional Interest	Annual Collection Costs[d]	Additional Major Improvements Annual Installment Due 1/31/2027[a],[b]
1413970000003	FM 528 RD	RES C (DETENTION/DRAINAGE) CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD	Non Benefited		$ -	$ -	$ -	$ -	$ -	$ -	$ -
1413970000001	3680 FM 528 RD	RES A CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD	Non Benefited		$ -	$ -	$ -	$ -	$ -	$ -	$ -
1413970000005	FM 528 RD	RES A1 CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD	Non Benefited		$ -	$ -	$ -	$ -	$ -	$ -	$ -
TBD	TBD	Restricted Reserve "M" (Detention/Recreation/Open Space/Pond/Utilities)	Non Benefited		$ -	$ -	$ -	$ -	$ -	$ -	$ -
TBD	TBD	Restricted Reserve "N" (Detention/Recreation/Open Space/Pond/Utilities)	Non Benefited		$ -	$ -	$ -	$ -	$ -	$ -	$ -
TBD	TBD	Unrestricted Reserve "A"	Lot Type 1	15,374	$ 205,522.08	$ 2,617.38	$ 14,386.55	$ -	$ -	$ 238.53	$ 17,242.45
TBD	TBD	Unrestricted Reserve "B"	Lot Type 1	14,880	$ 198,918.21	$ 2,533.28	$ 13,924.27	$ -	$ -	$ 230.86	$ 16,688.42
TBD	TBD	Unrestricted Reserve "C"	Lot Type 1	16,608	$ 222,018.39	$ 2,827.46	$ 15,541.29	$ -	$ -	$ 257.68	$ 18,626.42
TBD	TBD	Unrestricted Reserve "D"	Lot Type 1	14,862	$ 198,677.58	$ 2,530.21	$ 13,907.43	$ -	$ -	$ 230.59	$ 16,668.23
TBD	TBD	Unrestricted Reserve "E"	Lot Type 1	14,684	$ 196,298.05	$ 2,499.91	$ 13,740.86	$ -	$ -	$ 227.82	$ 16,468.59
TBD	TBD	Unrestricted Reserve "F"	Lot Type 2	100,000	$ 1,111,633.38	$ 14,156.94	$ 77,814.34	$ -	$ -	$ 1,290.16	$ 93,261.45
TBD	TBD	Unrestricted Reserve "G"	Lot Type 2	68,800	$ 764,803.76	$ 9,739.98	$ 53,536.26	$ -	$ -	$ 887.63	$ 64,163.87
TBD	TBD	Unrestricted Reserve "H"	Lot Type 3	115	$ 578,519.65	$ 7,367.60	$ 40,496.38	$ -	$ -	$ 671.43	$ 48,535.41
TBD	TBD	Unrestricted Reserve "I"	Lot Type 2	100,000	$ 1,111,633.38	$ 14,156.94	$ 77,814.34	$ -	$ -	$ 1,290.16	$ 93,261.45
TBD	TBD	Unrestricted Reserve "J"	Lot Type 4	125,000	$ 1,171,727.90	$ 14,922.26	$ 82,020.95	$ -	$ -	$ 1,359.91	$ 98,303.13
TBD	TBD	Unrestricted Reserve "K"	Lot Type 4	69,050	$ 647,262.49	$ 8,243.06	$ 45,308.37	$ -	$ -	$ 751.21	$ 54,302.65
TBD	TBD	Unrestricted Reserve "L"	Lot Type 5	750,000	$ 11,338,985.15	$ 144,404.97	$ 793,728.96	$ -	$ -	$ 13,160.05	$ 951,293.99
		Total		**1289373.0000**	**$ 17,746,000.02**	**$ 226,000.00**	**$ 1,242,220.00**	**$ -**	**$ -**	**$ 20,596.05**	**$ 1,488,816.06**

Footnotes:

[a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[b] The Additional Major Improvement Assessments Trigger Date defined in the Service and Assessment Plan determines the Annual Installment Due Date for the Additional Major Improvement Assessments.

[c] Interest will accrue on the Additional Major Improvement Assessment at a rate of 7.00% prior to the issuance of Additional Major Improvement Bonds. Upon on the issuance of Additional Major Improvement Bonds, the interest rate will adjust to the rate on such PID Bonds plus Additional Interest.

[d] Annual Collection Costs will be assessed each year based on actual costs to administer the District. The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to $20,000.

[e] Collection of the Additional Major Improvement Assessment shall begin with the collection of Annual Collection Costs and interest due 1/31/2026. Principal due each year for the life of the Additional Major Improvement Assessment is depicted in the Reimbursement Schedule.

[f] The list of Parcels shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County prior to billing.

EXHIBIT B-1 – DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2025	-	$2,066,792.00	$2,066,792.00
2026	-	2,583,490.00	2,583,490.00
2027	$ 468,000.00	2,583,490.00	3,051,490.00
2028	499,000.00	2,550,730.00	3,049,730.00
2029	533,000.00	2,515,800.00	3,048,800.00
2030	570,000.00	2,478,490.00	3,048,490.00
2031	609,000.00	2,438,590.00	3,047,590.00
2032	650,000.00	2,395,960.00	3,045,960.00
2033	695,000.00	2,350,460.00	3,045,460.00
2034	742,000.00	2,301,810.00	3,043,810.00
2035	793,000.00	2,249,870.00	3,042,870.00
2036	847,000.00	2,194,360.00	3,041,360.00
2037	906,000.00	2,135,070.00	3,041,070.00
2038	968,000.00	2,071,650.00	3,039,650.00
2039	1,034,000.00	2,003,890.00	3,037,890.00
2040	1,106,000.00	1,931,510.00	3,037,510.00
2041	1,182,000.00	1,854,090.00	3,036,090.00
2042	1,263,000.00	1,771,350.00	3,034,350.00
2043	1,351,000.00	1,682,940.00	3,033,940.00
2044	1,444,000.00	1,588,370.00	3,032,370.00
2045	1,544,000.00	1,487,290.00	3,031,290.00
2046	1,650,000.00	1,379,210.00	3,029,210.00
2047	1,764,000.00	1,263,710.00	3,027,710.00
2048	1,886,000.00	1,140,230.00	3,026,230.00
2049	2,017,000.00	1,008,210.00	3,025,210.00
2050	2,157,000.00	867,020.00	3,024,020.00
2051	2,306,000.00	716,030.00	3,022,030.00
2052	2,466,000.00	554,610.00	3,020,610.00
2053	2,637,000.00	381,990.00	3,018,990.00
2054	2,820,000.00	197,400.00	3,017,400.00
Total	**$36,907,000.00**	**$52,744,412.00**	**$89,651,412.00**

EXHIBIT B-2 – REIMBURSEMENT SCHEDULE

Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ 226,000.00	$ 1,242,220.00	$ 20,596.05	$ 1,488,816
2028	$ 244,000.00	$ 1,226,400.00	$ 20,487.77	$ 1,490,888
2029	$ 260,000.00	$ 1,209,320.00	$ 20,897.53	$ 1,490,218
2030	$ 277,000.00	$ 1,191,120.00	$ 21,315.48	$ 1,489,435
2031	$ 295,000.00	$ 1,171,730.00	$ 21,741.79	$ 1,488,472
2032	$ 315,000.00	$ 1,151,080.00	$ 22,176.62	$ 1,488,257
2033	$ 336,000.00	$ 1,129,030.00	$ 22,620.15	$ 1,487,650
2034	$ 359,000.00	$ 1,105,510.00	$ 23,072.56	$ 1,487,583
2035	$ 384,000.00	$ 1,080,380.00	$ 23,534.01	$ 1,487,914
2036	$ 410,000.00	$ 1,053,500.00	$ 24,004.69	$ 1,487,505
2037	$ 437,000.00	$ 1,024,800.00	$ 24,484.78	$ 1,486,285
2038	$ 467,000.00	$ 994,210.00	$ 24,974.48	$ 1,486,184
2039	$ 499,000.00	$ 961,520.00	$ 25,473.97	$ 1,485,994
2040	$ 532,000.00	$ 926,590.00	$ 25,983.45	$ 1,484,573
2041	$ 569,000.00	$ 889,350.00	$ 26,503.12	$ 1,484,853
2042	$ 608,000.00	$ 849,520.00	$ 27,033.18	$ 1,484,553
2043	$ 649,000.00	$ 806,960.00	$ 27,573.84	$ 1,483,534
2044	$ 694,000.00	$ 761,530.00	$ 28,125.32	$ 1,483,655
2045	$ 741,000.00	$ 712,950.00	$ 28,687.83	$ 1,482,638
2046	$ 793,000.00	$ 661,080.00	$ 29,261.58	$ 1,483,342
2047	$ 847,000.00	$ 605,570.00	$ 29,846.81	$ 1,482,417
2048	$ 905,000.00	$ 546,280.00	$ 30,443.75	$ 1,481,724
2049	$ 967,000.00	$ 482,930.00	$ 31,052.62	$ 1,480,983
2050	$ 1,033,000.00	$ 415,240.00	$ 31,673.68	$ 1,479,914
2051	$ 1,105,000.00	$ 342,930.00	$ 32,307.15	$ 1,480,237
2052	$ 1,181,000.00	$ 265,580.00	$ 32,953.29	$ 1,479,533
2053	$ 1,263,000.00	$ 182,910.00	$ 33,612.36	$ 1,479,522
2054	$ 1,350,000.00	$ 94,500.00	$ 34,284.61	$ 1,478,785
Total	**$ 17,746,000.00**	**$ 23,084,740.00**	**$ 744,722.46**	**$ 41,575,462.46**

Footnotes:

[a] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[b]The figures above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increease or decrease the amounts shown.

EXHIBIT C – LOT TYPE CLASSIFICATION MAP

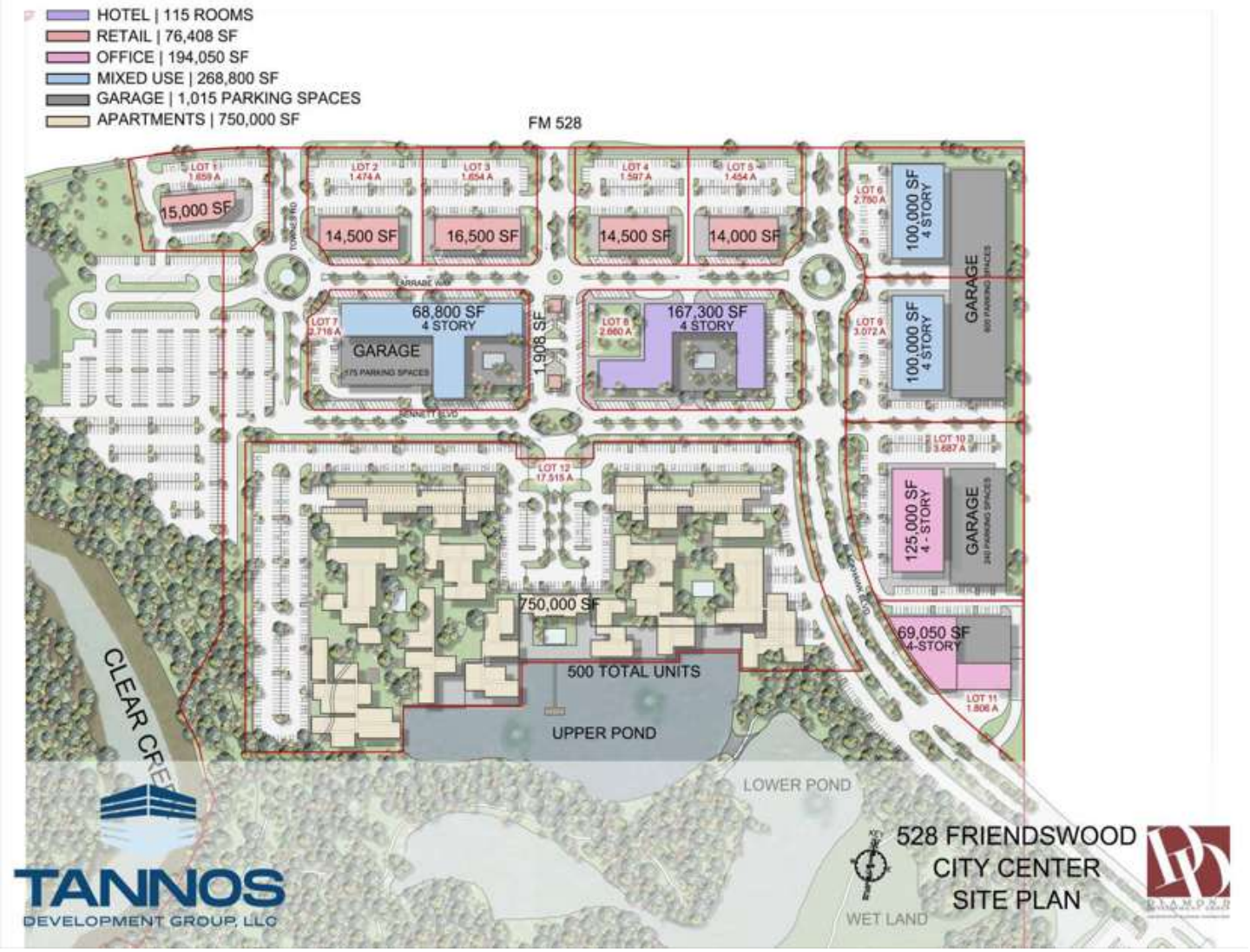


EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5

FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1

BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF FRIENDSWOOD, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $41.17 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Friendswood. The exact amount of each annual installment will be approved each year by the Friendswood City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Friendswood.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 1

	Initial Major Improvement Bonds								Additional Major Improvement Reimbursement Obligation						
Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Annual Collection Costs[b]	Annual Collection Costs Credit[b]	Additional Interest[c]	Reserve Fund[f]	Initial Major Improvements Total Annual Installment Due[d]	Principal	Interest[e]	Annual Collection Costs	Reserve Fund[f]	Additional Interest[g]	Additional Major Improvements Total Annual Installment Due[d]	Total Annual Installment Due[d]
2027	$ 468,000.00	$ 2,583,490.00	$ -	$ 55,166.95	$ (55,166.95)	$ 184,535.00	$ -	$ 3,236,025.00	$ 226,000.00	$ 1,242,220.00	$ 20,596.05	$ -	$ -	$ 1,488,816.05	$ 4,724,841.05
2028	$ 499,000.00	$ 2,550,730.00	$ -	$ 54,740.29	$ (54,740.29)	$ 182,195.00	$ -	$ 3,231,925.00	$ 244,000.00	$ 1,226,400.00	$ 20,487.77	$ -	$ -	$ 1,490,887.77	$ 4,722,812.77
2029	$ 533,000.00	$ 2,515,800.00	$ -	$ 55,835.09	$ (55,835.09)	$ 179,700.00	$ -	$ 3,228,500.00	$ 260,000.00	$ 1,209,320.00	$ 20,897.53	$ -	$ -	$ 1,490,217.53	$ 4,718,717.53
2030	$ 570,000.00	$ 2,478,490.00	$ -	$ 56,951.80	$ (56,951.80)	$ 177,035.00	$ -	$ 3,225,525.00	$ 277,000.00	$ 1,191,120.00	$ 21,315.48	$ -	$ -	$ 1,489,435.48	$ 4,714,960.48
2031	$ 609,000.00	$ 2,438,590.00	$ -	$ 58,090.83	$ -	$ 174,185.00	$ -	$ 3,279,865.83	$ 295,000.00	$ 1,171,730.00	$ 21,741.79	$ -	$ -	$ 1,488,471.79	$ 4,768,337.62
2032	$ 650,000.00	$ 2,395,960.00	$ -	$ 59,252.65	$ -	$ 171,140.00	$ -	$ 3,276,352.65	$ 315,000.00	$ 1,151,080.00	$ 22,176.62	$ -	$ -	$ 1,488,256.62	$ 4,764,609.27
2033	$ 695,000.00	$ 2,350,460.00	$ -	$ 60,437.70	$ -	$ 167,890.00	$ -	$ 3,273,787.70	$ 336,000.00	$ 1,129,030.00	$ 22,620.15	$ -	$ -	$ 1,487,650.15	$ 4,761,437.86
2034	$ 742,000.00	$ 2,301,810.00	$ -	$ 61,646.46	$ -	$ 164,415.00	$ -	$ 3,269,871.46	$ 359,000.00	$ 1,105,510.00	$ 23,072.56	$ -	$ -	$ 1,487,582.56	$ 4,757,454.01
2035	$ 793,000.00	$ 2,249,870.00	$ -	$ 62,879.39	$ -	$ 160,705.00	$ -	$ 3,266,454.39	$ 384,000.00	$ 1,080,380.00	$ 23,534.01	$ -	$ -	$ 1,487,914.01	$ 4,754,368.39
2036	$ 847,000.00	$ 2,194,360.00	$ -	$ 64,136.97	$ -	$ 156,740.00	$ -	$ 3,262,236.97	$ 410,000.00	$ 1,053,500.00	$ 24,004.69	$ -	$ -	$ 1,487,504.69	$ 4,749,741.66
2037	$ 906,000.00	$ 2,135,070.00	$ -	$ 65,419.71	$ -	$ 152,505.00	$ -	$ 3,258,994.71	$ 437,000.00	$ 1,024,800.00	$ 24,484.78	$ -	$ -	$ 1,486,284.78	$ 4,745,279.50
2038	$ 968,000.00	$ 2,071,650.00	$ -	$ 66,728.11	$ -	$ 147,975.00	$ -	$ 3,254,353.11	$ 467,000.00	$ 994,210.00	$ 24,974.48	$ -	$ -	$ 1,486,184.48	$ 4,740,537.59
2039	$ 1,034,000.00	$ 2,003,890.00	$ -	$ 68,062.67	$ -	$ 143,135.00	$ -	$ 3,249,087.67	$ 499,000.00	$ 961,520.00	$ 25,473.97	$ -	$ -	$ 1,485,993.97	$ 4,735,081.64
2040	$ 1,106,000.00	$ 1,931,510.00	$ -	$ 69,423.92	$ -	$ 137,965.00	$ -	$ 3,244,898.92	$ 532,000.00	$ 926,590.00	$ 25,983.45	$ -	$ -	$ 1,484,573.45	$ 4,729,472.37
2041	$ 1,182,000.00	$ 1,854,090.00	$ -	$ 70,812.40	$ -	$ 132,435.00	$ -	$ 3,239,337.40	$ 569,000.00	$ 889,350.00	$ 26,503.12	$ -	$ -	$ 1,484,853.12	$ 4,724,190.52
2042	$ 1,263,000.00	$ 1,771,350.00	$ -	$ 72,228.65	$ -	$ 126,525.00	$ -	$ 3,233,103.65	$ 608,000.00	$ 849,520.00	$ 27,033.18	$ -	$ -	$ 1,484,553.18	$ 4,717,656.83
2043	$ 1,351,000.00	$ 1,682,940.00	$ -	$ 73,673.22	$ -	$ 120,210.00	$ -	$ 3,227,823.22	$ 649,000.00	$ 806,960.00	$ 27,573.84	$ -	$ -	$ 1,483,533.84	$ 4,711,357.06
2044	$ 1,444,000.00	$ 1,588,370.00	$ -	$ 75,146.69	$ -	$ 113,455.00	$ -	$ 3,220,971.69	$ 694,000.00	$ 761,530.00	$ 28,125.32	$ -	$ -	$ 1,483,655.32	$ 4,704,627.01
2045	$ 1,544,000.00	$ 1,487,290.00	$ -	$ 76,649.62	$ -	$ 106,235.00	$ -	$ 3,214,174.62	$ 741,000.00	$ 712,950.00	$ 28,687.83	$ -	$ -	$ 1,482,637.83	$ 4,696,812.45
2046	$ 1,650,000.00	$ 1,379,210.00	$ -	$ 78,182.61	$ -	$ 98,515.00	$ -	$ 3,205,907.61	$ 793,000.00	$ 661,080.00	$ 29,261.58	$ -	$ -	$ 1,483,341.58	$ 4,689,249.19
2047	$ 1,764,000.00	$ 1,263,710.00	$ -	$ 79,746.26	$ -	$ 90,265.00	$ -	$ 3,197,721.26	$ 847,000.00	$ 605,570.00	$ 29,846.81	$ -	$ -	$ 1,482,416.81	$ 4,680,138.08
2048	$ 1,886,000.00	$ 1,140,230.00	$ -	$ 81,341.19	$ -	$ 81,445.00	$ -	$ 3,189,016.19	$ 905,000.00	$ 546,280.00	$ 30,443.75	$ -	$ -	$ 1,481,723.75	$ 4,670,739.94
2049	$ 2,017,000.00	$ 1,008,210.00	$ -	$ 82,968.01	$ -	$ 72,015.00	$ -	$ 3,180,193.01	$ 967,000.00	$ 482,930.00	$ 31,052.62	$ -	$ -	$ 1,480,982.62	$ 4,661,175.64
2050	$ 2,157,000.00	$ 867,020.00	$ -	$ 84,627.37	$ -	$ 61,930.00	$ -	$ 3,170,577.37	$ 1,033,000.00	$ 415,240.00	$ 31,673.68	$ -	$ -	$ 1,479,913.68	$ 4,650,491.05
2051	$ 2,306,000.00	$ 716,030.00	$ -	$ 86,319.92	$ -	$ 51,145.00	$ -	$ 3,159,494.92	$ 1,105,000.00	$ 342,930.00	$ 32,307.15	$ -	$ -	$ 1,480,237.15	$ 4,639,732.07
2052	$ 2,466,000.00	$ 554,610.00	$ -	$ 88,046.32	$ -	$ 39,615.00	$ -	$ 3,148,271.32	$ 1,181,000.00	$ 265,580.00	$ 32,953.29	$ -	$ -	$ 1,479,533.29	$ 4,627,804.61
2053	$ 2,637,000.00	$ 381,990.00	$ -	$ 89,807.25	$ -	$ 27,285.00	$ -	$ 3,136,082.25	$ 1,263,000.00	$ 182,910.00	$ 33,612.36	$ -	$ -	$ 1,479,522.36	$ 4,615,604.61
2054	$ 2,820,000.00	$ 197,400.00	$ -	$ 91,603.39	$ -	$ 14,100.00	$ (3,051,490.00)	$ 71,613.39	$ 1,350,000.00	$ 94,500.00	$ 34,284.61	$ (1,470,400.00)	$ -	$ 8,384.61	$ 79,998.00
Total	**$ 36,907,000.00**	**$ 48,094,130.00**	**$ -**	**$ 1,989,925.00**	**$ (222,694.00)**	**$ 3,435,295.00**	**$ (3,051,490.00)**	**$ 87,152,166.00**	**$ 17,746,000.00**	**$ 23,084,740.00**	**$ 744,722.00**	**$ (1,470,400.00)**	**$ -**	**$ 40,105,062.00**	**$ 127,257,229.00**

Footnotes:

[a] Interest is calculated at the rate of the Initial Major Improvement Bonds.

[b] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to $20,000.

[c] The Delinquency and Prepayment Reserve Account partially funded at closing. Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, the collection of Additional Interest, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

[g] Additional Interest shall be collected upon the issuance of the Additional Major Improvement Bonds.

FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: $34.24 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Friendswood. The exact amount of each annual installment will be approved each year by the Friendswood City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Friendswood.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 2

	Initial Major Improvement Bonds							Additional Major Improvements Reimbursement Obligation						
Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Annual Collection Costs[b]	Annual Collection Costs Credit[b]	Additional Interest[c]	Reserve Fund[g]	Initial Major Improvements Total Annual Installment Due[d]	Principal	Interest[e]	Annual Collection Costs[b]	Reserve Fund[f]	Additional Interest[g]	Additional Major Improvements Total Annual Installment Due[d]	Total Annual Installment Due[d]
2027	$ 0.29	$ 1.62	$ -	$ 0.03	$ (0.03)	$ 0.12	$ -	$ 2.03	$ 0.14	$ 0.78	$ 0.01	$ -	$ -	$ 0.93	$ 2.96
2028	$ 0.31	$ 1.60	$ -	$ 0.03	$ (0.03)	$ 0.11	$ -	$ 2.02	$ 0.15	$ 0.77	$ 0.01	$ -	$ -	$ 0.93	$ 2.96
2029	$ 0.33	$ 1.58	$ -	$ 0.03	$ (0.03)	$ 0.11	$ -	$ 2.02	$ 0.16	$ 0.76	$ 0.01	$ -	$ -	$ 0.93	$ 2.96
2030	$ 0.36	$ 1.55	$ -	$ 0.04	$ (0.04)	$ 0.11	$ -	$ 2.02	$ 0.17	$ 0.75	$ 0.01	$ -	$ -	$ 0.93	$ 2.95
2031	$ 0.38	$ 1.53	$ -	$ 0.04	$ -	$ 0.11	$ -	$ 2.05	$ 0.18	$ 0.73	$ 0.01	$ -	$ -	$ 0.93	$ 2.99
2032	$ 0.41	$ 1.50	$ -	$ 0.04	$ -	$ 0.11	$ -	$ 2.05	$ 0.20	$ 0.72	$ 0.01	$ -	$ -	$ 0.93	$ 2.98
2033	$ 0.44	$ 1.47	$ -	$ 0.04	$ -	$ 0.11	$ -	$ 2.05	$ 0.21	$ 0.71	$ 0.01	$ -	$ -	$ 0.93	$ 2.98
2034	$ 0.46	$ 1.44	$ -	$ 0.04	$ -	$ 0.10	$ -	$ 2.05	$ 0.22	$ 0.69	$ 0.01	$ -	$ -	$ 0.93	$ 2.98
2035	$ 0.50	$ 1.41	$ -	$ 0.04	$ -	$ 0.10	$ -	$ 2.05	$ 0.24	$ 0.68	$ 0.01	$ -	$ -	$ 0.93	$ 2.98
2036	$ 0.53	$ 1.37	$ -	$ 0.04	$ -	$ 0.10	$ -	$ 2.04	$ 0.26	$ 0.66	$ 0.02	$ -	$ -	$ 0.93	$ 2.98
2037	$ 0.57	$ 1.34	$ -	$ 0.04	$ -	$ 0.10	$ -	$ 2.04	$ 0.27	$ 0.64	$ 0.02	$ -	$ -	$ 0.93	$ 2.97
2038	$ 0.61	$ 1.30	$ -	$ 0.04	$ -	$ 0.09	$ -	$ 2.04	$ 0.29	$ 0.62	$ 0.02	$ -	$ -	$ 0.93	$ 2.97
2039	$ 0.65	$ 1.26	$ -	$ 0.04	$ -	$ 0.09	$ -	$ 2.04	$ 0.31	$ 0.60	$ 0.02	$ -	$ -	$ 0.93	$ 2.97
2040	$ 0.69	$ 1.21	$ -	$ 0.04	$ -	$ 0.09	$ -	$ 2.03	$ 0.33	$ 0.58	$ 0.02	$ -	$ -	$ 0.93	$ 2.96
2041	$ 0.74	$ 1.16	$ -	$ 0.04	$ -	$ 0.08	$ -	$ 2.03	$ 0.36	$ 0.56	$ 0.02	$ -	$ -	$ 0.93	$ 2.96
2042	$ 0.79	$ 1.11	$ -	$ 0.05	$ -	$ 0.08	$ -	$ 2.03	$ 0.38	$ 0.53	$ 0.02	$ -	$ -	$ 0.93	$ 2.96
2043	$ 0.85	$ 1.05	$ -	$ 0.05	$ -	$ 0.08	$ -	$ 2.02	$ 0.41	$ 0.51	$ 0.02	$ -	$ -	$ 0.93	$ 2.95
2044	$ 0.90	$ 0.99	$ -	$ 0.05	$ -	$ 0.07	$ -	$ 2.02	$ 0.43	$ 0.48	$ 0.02	$ -	$ -	$ 0.93	$ 2.95
2045	$ 0.97	$ 0.93	$ -	$ 0.05	$ -	$ 0.07	$ -	$ 2.01	$ 0.46	$ 0.45	$ 0.02	$ -	$ -	$ 0.93	$ 2.94
2046	$ 1.03	$ 0.86	$ -	$ 0.05	$ -	$ 0.06	$ -	$ 2.01	$ 0.50	$ 0.41	$ 0.02	$ -	$ -	$ 0.93	$ 2.94
2047	$ 1.10	$ 0.79	$ -	$ 0.05	$ -	$ 0.06	$ -	$ 2.00	$ 0.53	$ 0.38	$ 0.02	$ -	$ -	$ 0.93	$ 2.93
2048	$ 1.18	$ 0.71	$ -	$ 0.05	$ -	$ 0.05	$ -	$ 2.00	$ 0.57	$ 0.34	$ 0.02	$ -	$ -	$ 0.93	$ 2.93
2049	$ 1.26	$ 0.63	$ -	$ 0.05	$ -	$ 0.05	$ -	$ 1.99	$ 0.61	$ 0.30	$ 0.02	$ -	$ -	$ 0.93	$ 2.92
2050	$ 1.35	$ 0.54	$ -	$ 0.05	$ -	$ 0.04	$ -	$ 1.99	$ 0.65	$ 0.26	$ 0.02	$ -	$ -	$ 0.93	$ 2.91
2051	$ 1.44	$ 0.45	$ -	$ 0.05	$ -	$ 0.03	$ -	$ 1.98	$ 0.69	$ 0.21	$ 0.02	$ -	$ -	$ 0.93	$ 2.91
2052	$ 1.54	$ 0.35	$ -	$ 0.06	$ -	$ 0.02	$ -	$ 1.97	$ 0.74	$ 0.17	$ 0.02	$ -	$ -	$ 0.93	$ 2.90
2053	$ 1.65	$ 0.24	$ -	$ 0.06	$ -	$ 0.02	$ -	$ 1.96	$ 0.79	$ 0.11	$ 0.02	$ -	$ -	$ 0.93	$ 2.89
2054	$ 1.77	$ 0.12	$ -	$ 0.06	$ -	$ 0.01	$ (1.91)	$ 0.04	$ 0.85	$ 0.06	$ 0.02	$ (0.92)	$ -	$ 0.01	$ 0.05
Total	**$ 23.12**	**$ 30.13**	**$ -**	**$ 1.25**	**$ (0.14)**	**$ 2.15**	**$ (1.91)**	**$ 54.59**	**$ 11.12**	**$ 14.46**	**$ 0.47**	**$ (0.92)**	**$ -**	**$ 25.12**	**$ 79.72**

Footnotes:

[a] Interest is calculated at the rate of the Initial Major Improvement Bonds.

[b] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to $20,000.

[c] The Delinquency and Prepayment Reserve Account was partially funded at closing. Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, the collection of Additional Interest, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

[g] Additional Interest shall be collected upon the issuance of the Additional Major Improvement Bonds.

FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 3

BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF FRIENDSWOOD, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: $15,492.94

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Friendswood. The exact amount of each annual installment will be approved each year by the Friendswood City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Friendswood.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 3

	Initial Major Improvement Bonds							Additional Major Improvements Reimbursement Obligation						
Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Annual Collection Costs[b]	Annual Collection Costs Credit[b]	Additional Interest[c]	Reserve Fund[f]	Initial Major Improvements Total Annual Installment Due[d]	Principal	Interest[e]	Annual Collection Costs[b]	Reserve Fund[f]	Additional Interest[g]	Additional Major Improvements Total Annual Installment Due[d]	Total Annual Installment Due[d]
2027	$ 132.67	$ 732.36	$ -	$ 15.64	$ (15.64)	$ 52.31	$ -	$ 917.34	$ 64.07	$ 352.14	$ 5.84	$ -	$ -	$ 422.05	$ 1,339.39
2028	$ 141.46	$ 723.08	$ -	$ 15.52	$ (15.52)	$ 51.65	$ -	$ 916.18	$ 69.17	$ 347.66	$ 5.81	$ -	$ -	$ 422.63	$ 1,338.81
2029	$ 151.09	$ 713.17	$ -	$ 15.83	$ (15.83)	$ 50.94	$ -	$ 915.21	$ 73.70	$ 342.82	$ 5.92	$ -	$ -	$ 422.44	$ 1,337.65
2030	$ 161.58	$ 702.60	$ -	$ 16.14	$ (16.14)	$ 50.19	$ -	$ 914.37	$ 78.52	$ 337.66	$ 6.04	$ -	$ -	$ 422.22	$ 1,336.59
2031	$ 172.64	$ 691.29	$ -	$ 16.47	$ -	$ 49.38	$ -	$ 929.77	$ 83.63	$ 332.16	$ 6.16	$ -	$ -	$ 421.95	$ 1,351.72
2032	$ 184.26	$ 679.20	$ -	$ 16.80	$ -	$ 48.51	$ -	$ 928.77	$ 89.30	$ 326.31	$ 6.29	$ -	$ -	$ 421.89	$ 1,350.66
2033	$ 197.02	$ 666.30	$ -	$ 17.13	$ -	$ 47.59	$ -	$ 928.05	$ 95.25	$ 320.06	$ 6.41	$ -	$ -	$ 421.72	$ 1,349.76
2034	$ 210.34	$ 652.51	$ -	$ 17.48	$ -	$ 46.61	$ -	$ 926.94	$ 101.77	$ 313.39	$ 6.54	$ -	$ -	$ 421.70	$ 1,348.63
2035	$ 224.80	$ 637.79	$ -	$ 17.82	$ -	$ 45.56	$ -	$ 925.97	$ 108.86	$ 306.26	$ 6.67	$ -	$ -	$ 421.79	$ 1,347.76
2036	$ 240.11	$ 622.05	$ -	$ 18.18	$ -	$ 44.43	$ -	$ 924.77	$ 116.23	$ 298.64	$ 6.80	$ -	$ -	$ 421.68	$ 1,346.45
2037	$ 256.83	$ 605.25	$ -	$ 18.55	$ -	$ 43.23	$ -	$ 923.85	$ 123.88	$ 290.51	$ 6.94	$ -	$ -	$ 421.33	$ 1,345.18
2038	$ 274.41	$ 587.27	$ -	$ 18.92	$ -	$ 41.95	$ -	$ 922.54	$ 132.38	$ 281.84	$ 7.08	$ -	$ -	$ 421.30	$ 1,343.84
2039	$ 293.12	$ 568.06	$ -	$ 19.29	$ -	$ 40.58	$ -	$ 921.05	$ 141.46	$ 272.57	$ 7.22	$ -	$ -	$ 421.25	$ 1,342.29
2040	$ 313.53	$ 547.54	$ -	$ 19.68	$ -	$ 39.11	$ -	$ 919.86	$ 150.81	$ 262.67	$ 7.37	$ -	$ -	$ 420.84	$ 1,340.70
2041	$ 335.07	$ 525.59	$ -	$ 20.07	$ -	$ 37.54	$ -	$ 918.28	$ 161.30	$ 252.11	$ 7.51	$ -	$ -	$ 420.92	$ 1,339.21
2042	$ 358.03	$ 502.14	$ -	$ 20.48	$ -	$ 35.87	$ -	$ 916.51	$ 172.35	$ 240.82	$ 7.66	$ -	$ -	$ 420.84	$ 1,337.35
2043	$ 382.98	$ 477.08	$ -	$ 20.88	$ -	$ 34.08	$ -	$ 915.02	$ 183.98	$ 228.76	$ 7.82	$ -	$ -	$ 420.55	$ 1,335.57
2044	$ 409.34	$ 450.27	$ -	$ 21.30	$ -	$ 32.16	$ -	$ 913.08	$ 196.73	$ 215.88	$ 7.97	$ -	$ -	$ 420.58	$ 1,333.66
2045	$ 437.69	$ 421.61	$ -	$ 21.73	$ -	$ 30.12	$ -	$ 911.15	$ 210.06	$ 202.11	$ 8.13	$ -	$ -	$ 420.30	$ 1,331.44
2046	$ 467.74	$ 390.98	$ -	$ 22.16	$ -	$ 27.93	$ -	$ 908.81	$ 224.80	$ 187.40	$ 8.30	$ -	$ -	$ 420.50	$ 1,329.30
2047	$ 500.06	$ 358.23	$ -	$ 22.61	$ -	$ 25.59	$ -	$ 906.48	$ 240.11	$ 171.67	$ 8.46	$ -	$ -	$ 420.23	$ 1,326.72
2048	$ 534.64	$ 323.23	$ -	$ 23.06	$ -	$ 23.09	$ -	$ 904.02	$ 256.55	$ 154.86	$ 8.63	$ -	$ -	$ 420.04	$ 1,324.05
2049	$ 571.78	$ 285.81	$ -	$ 23.52	$ -	$ 20.41	$ -	$ 901.52	$ 274.12	$ 136.90	$ 8.80	$ -	$ -	$ 419.83	$ 1,321.34
2050	$ 611.46	$ 245.78	$ -	$ 23.99	$ -	$ 17.56	$ -	$ 898.79	$ 292.83	$ 117.71	$ 8.98	$ -	$ -	$ 419.52	$ 1,318.31
2051	$ 653.70	$ 202.98	$ -	$ 24.47	$ -	$ 14.50	$ -	$ 895.65	$ 313.24	$ 97.21	$ 9.16	$ -	$ -	$ 419.62	$ 1,315.26
2052	$ 699.06	$ 157.22	$ -	$ 24.96	$ -	$ 11.23	$ -	$ 892.47	$ 334.79	$ 75.29	$ 9.34	$ -	$ -	$ 419.42	$ 1,311.88
2053	$ 747.53	$ 108.29	$ -	$ 25.46	$ -	$ 7.73	$ -	$ 889.01	$ 358.03	$ 51.85	$ 9.53	$ -	$ -	$ 419.41	$ 1,308.42
2054	$ 799.41	$ 55.96	$ -	$ 25.97	$ -	$ 4.00	$ (865.03)	$ 20.30	$ 382.70	$ 26.79	$ 9.72	$ (416.83)	$ -	$ 2.38	$ 22.68
Total	**$ 10,462.33**	**$ 13,633.64**	**$ -**	**$ 564.10**	**$ (63.13)**	**$ 973.83**	**$ (865.03)**	**$ 24,705.75**	**$ 5,030.61**	**$ 6,544.02**	**$ 211.11**	**$ (416.83)**	**$ -**	**$ 11,368.91**	**$ 36,074.66**

Footnotes:

[a] Interest is calculated at the rate of the Initial Major Improvement Bonds.

[b] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to $20,000.

[c] The Delinquency and Prepayment Reserve Account was partially funded at closing. Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, the collection of Additional Interest, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

[g] Additional Interest shall be collected upon the issuance of the Additional Major Improvement Bonds.

FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 4
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: $28.87 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Friendswood. The exact amount of each annual installment will be approved each year by the Friendswood City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Friendswood.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - Lot Type 4

	Initial Major Improvement Bonds							Additional Major Improvements Reimbursement Obligation						
Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Annual Collection Costs[b]	Annual Collection Costs Credit[b]	Additional Interest[c]	Reserve Fund[f]	Initial Major Improvements Total Annual Installment Due[d]	Principal	Interest[e]	Annual Collection Costs[b]	Reserve Fund[f]	Additional Interest[g]	Additional Major Improvements Total Annual Installment Due[d]	Total Annual Installment Due[d]
2027	$ 0.25	$ 1.36	$ -	$ 0.03	$ (0.03)	$ 0.10	$ -	$ 1.71	$ 0.12	$ 0.66	$ 0.01	$ -	$ -	$ 0.79	$ 2.50
2028	$ 0.26	$ 1.35	$ -	$ 0.03	$ (0.03)	$ 0.10	$ -	$ 1.71	$ 0.13	$ 0.65	$ 0.01	$ -	$ -	$ 0.79	$ 2.49
2029	$ 0.28	$ 1.33	$ -	$ 0.03	$ (0.03)	$ 0.09	$ -	$ 1.71	$ 0.14	$ 0.64	$ 0.01	$ -	$ -	$ 0.79	$ 2.49
2030	$ 0.30	$ 1.31	$ -	$ 0.03	$ (0.03)	$ 0.09	$ -	$ 1.70	$ 0.15	$ 0.63	$ 0.01	$ -	$ -	$ 0.79	$ 2.49
2031	$ 0.32	$ 1.29	$ -	$ 0.03	$ -	$ 0.09	$ -	$ 1.73	$ 0.16	$ 0.62	$ 0.01	$ -	$ -	$ 0.79	$ 2.52
2032	$ 0.34	$ 1.27	$ -	$ 0.03	$ -	$ 0.09	$ -	$ 1.73	$ 0.17	$ 0.61	$ 0.01	$ -	$ -	$ 0.79	$ 2.52
2033	$ 0.37	$ 1.24	$ -	$ 0.03	$ -	$ 0.09	$ -	$ 1.73	$ 0.18	$ 0.60	$ 0.01	$ -	$ -	$ 0.79	$ 2.52
2034	$ 0.39	$ 1.22	$ -	$ 0.03	$ -	$ 0.09	$ -	$ 1.73	$ 0.19	$ 0.58	$ 0.01	$ -	$ -	$ 0.79	$ 2.51
2035	$ 0.42	$ 1.19	$ -	$ 0.03	$ -	$ 0.08	$ -	$ 1.73	$ 0.20	$ 0.57	$ 0.01	$ -	$ -	$ 0.79	$ 2.51
2036	$ 0.45	$ 1.16	$ -	$ 0.03	$ -	$ 0.08	$ -	$ 1.72	$ 0.22	$ 0.56	$ 0.01	$ -	$ -	$ 0.79	$ 2.51
2037	$ 0.48	$ 1.13	$ -	$ 0.03	$ -	$ 0.08	$ -	$ 1.72	$ 0.23	$ 0.54	$ 0.01	$ -	$ -	$ 0.79	$ 2.51
2038	$ 0.51	$ 1.09	$ -	$ 0.04	$ -	$ 0.08	$ -	$ 1.72	$ 0.25	$ 0.53	$ 0.01	$ -	$ -	$ 0.79	$ 2.50
2039	$ 0.55	$ 1.06	$ -	$ 0.04	$ -	$ 0.08	$ -	$ 1.72	$ 0.26	$ 0.51	$ 0.01	$ -	$ -	$ 0.78	$ 2.50
2040	$ 0.58	$ 1.02	$ -	$ 0.04	$ -	$ 0.07	$ -	$ 1.71	$ 0.28	$ 0.49	$ 0.01	$ -	$ -	$ 0.78	$ 2.50
2041	$ 0.62	$ 0.98	$ -	$ 0.04	$ -	$ 0.07	$ -	$ 1.71	$ 0.30	$ 0.47	$ 0.01	$ -	$ -	$ 0.78	$ 2.50
2042	$ 0.67	$ 0.94	$ -	$ 0.04	$ -	$ 0.07	$ -	$ 1.71	$ 0.32	$ 0.45	$ 0.01	$ -	$ -	$ 0.78	$ 2.49
2043	$ 0.71	$ 0.89	$ -	$ 0.04	$ -	$ 0.06	$ -	$ 1.71	$ 0.34	$ 0.43	$ 0.01	$ -	$ -	$ 0.78	$ 2.49
2044	$ 0.76	$ 0.84	$ -	$ 0.04	$ -	$ 0.06	$ -	$ 1.70	$ 0.37	$ 0.40	$ 0.01	$ -	$ -	$ 0.78	$ 2.49
2045	$ 0.82	$ 0.79	$ -	$ 0.04	$ -	$ 0.06	$ -	$ 1.70	$ 0.39	$ 0.38	$ 0.02	$ -	$ -	$ 0.78	$ 2.48
2046	$ 0.87	$ 0.73	$ -	$ 0.04	$ -	$ 0.05	$ -	$ 1.69	$ 0.42	$ 0.35	$ 0.02	$ -	$ -	$ 0.78	$ 2.48
2047	$ 0.93	$ 0.67	$ -	$ 0.04	$ -	$ 0.05	$ -	$ 1.69	$ 0.45	$ 0.32	$ 0.02	$ -	$ -	$ 0.78	$ 2.47
2048	$ 1.00	$ 0.60	$ -	$ 0.04	$ -	$ 0.04	$ -	$ 1.68	$ 0.48	$ 0.29	$ 0.02	$ -	$ -	$ 0.78	$ 2.47
2049	$ 1.07	$ 0.53	$ -	$ 0.04	$ -	$ 0.04	$ -	$ 1.68	$ 0.51	$ 0.26	$ 0.02	$ -	$ -	$ 0.78	$ 2.46
2050	$ 1.14	$ 0.46	$ -	$ 0.04	$ -	$ 0.03	$ -	$ 1.67	$ 0.55	$ 0.22	$ 0.02	$ -	$ -	$ 0.78	$ 2.46
2051	$ 1.22	$ 0.38	$ -	$ 0.05	$ -	$ 0.03	$ -	$ 1.67	$ 0.58	$ 0.18	$ 0.02	$ -	$ -	$ 0.78	$ 2.45
2052	$ 1.30	$ 0.29	$ -	$ 0.05	$ -	$ 0.02	$ -	$ 1.66	$ 0.62	$ 0.14	$ 0.02	$ -	$ -	$ 0.78	$ 2.44
2053	$ 1.39	$ 0.20	$ -	$ 0.05	$ -	$ 0.01	$ -	$ 1.66	$ 0.67	$ 0.10	$ 0.02	$ -	$ -	$ 0.78	$ 2.44
2054	$ 1.49	$ 0.10	$ -	$ 0.05	$ -	$ 0.01	$ (1.61)	$ 0.04	$ 0.71	$ 0.05	$ 0.02	$ (0.78)	$ -	$ 0.00	$ 0.04
Total	**$ 19.50**	**$ 25.40**	**$ -**	**$ 1.05**	**$ (0.12)**	**$ 1.81**	**$ (1.61)**	**$ 46.04**	**$ 9.37**	**$ 12.19**	**$ 0.39**	**$ (0.78)**	**$ -**	**$ 21.18**	**$ 67.22**

Footnotes:

[a] Interest is calculated at the rate of the Initial Major Improvement Bonds.

[b] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to $20,000.

[c] The Delinquency and Prepayment Reserve Account was partially funded at closing. Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, the collection of Additional Interest, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

[g] Additional Interest shall be collected upon the issuance of the Additional Major Improvement Bonds.

FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 5
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF FRIENDSWOOD, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: $46.56 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Friendswood. The exact amount of each annual installment will be approved each year by the Friendswood City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Friendswood.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 5

	Initial Major Improvement Bonds							Additional Major Improvements Reimbursement Obligation						
Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Annual Collection Costs[b]	Annual Collection Costs Credit[b]	Additional Interest[c]	Reserve Fund[f]	Initial Major Improvements Total Annual Installment Due[d]	Principal	Interest[b]	Annual Collection Costs[b]	Reserve Fund[f]	Additional Interest[g]	Additional Major Improvements Total Annual Installment Due[d]	Total Annual Installment Due[d]
2027	$ 0.40	$ 2.20	$ -	$ 0.05	$ (0.05)	$ 0.16	$ -	$ 2.76	$ 0.19	$ 1.06	$ 0.02	$ -	$ -	$ 1.27	$ 4.03
2028	$ 0.43	$ 2.17	$ -	$ 0.05	$ (0.05)	$ 0.16	$ -	$ 2.75	$ 0.21	$ 1.04	$ 0.02	$ -	$ -	$ 1.27	$ 4.02
2029	$ 0.45	$ 2.14	$ -	$ 0.05	$ (0.05)	$ 0.15	$ -	$ 2.75	$ 0.22	$ 1.03	$ 0.02	$ -	$ -	$ 1.27	$ 4.02
2030	$ 0.49	$ 2.11	$ -	$ 0.05	$ (0.05)	$ 0.15	$ -	$ 2.75	$ 0.24	$ 1.01	$ 0.02	$ -	$ -	$ 1.27	$ 4.02
2031	$ 0.52	$ 2.08	$ -	$ 0.05	$ -	$ 0.15	$ -	$ 2.79	$ 0.25	$ 1.00	$ 0.02	$ -	$ -	$ 1.27	$ 4.06
2032	$ 0.55	$ 2.04	$ -	$ 0.05	$ -	$ 0.15	$ -	$ 2.79	$ 0.27	$ 0.98	$ 0.02	$ -	$ -	$ 1.27	$ 4.06
2033	$ 0.59	$ 2.00	$ -	$ 0.05	$ -	$ 0.14	$ -	$ 2.79	$ 0.29	$ 0.96	$ 0.02	$ -	$ -	$ 1.27	$ 4.06
2034	$ 0.63	$ 1.96	$ -	$ 0.05	$ -	$ 0.14	$ -	$ 2.79	$ 0.31	$ 0.94	$ 0.02	$ -	$ -	$ 1.27	$ 4.05
2035	$ 0.68	$ 1.92	$ -	$ 0.05	$ -	$ 0.14	$ -	$ 2.78	$ 0.33	$ 0.92	$ 0.02	$ -	$ -	$ 1.27	$ 4.05
2036	$ 0.72	$ 1.87	$ -	$ 0.05	$ -	$ 0.13	$ -	$ 2.78	$ 0.35	$ 0.90	$ 0.02	$ -	$ -	$ 1.27	$ 4.05
2037	$ 0.77	$ 1.82	$ -	$ 0.06	$ -	$ 0.13	$ -	$ 2.78	$ 0.37	$ 0.87	$ 0.02	$ -	$ -	$ 1.27	$ 4.04
2038	$ 0.82	$ 1.76	$ -	$ 0.06	$ -	$ 0.13	$ -	$ 2.77	$ 0.40	$ 0.85	$ 0.02	$ -	$ -	$ 1.27	$ 4.04
2039	$ 0.88	$ 1.71	$ -	$ 0.06	$ -	$ 0.12	$ -	$ 2.77	$ 0.43	$ 0.82	$ 0.02	$ -	$ -	$ 1.27	$ 4.03
2040	$ 0.94	$ 1.65	$ -	$ 0.06	$ -	$ 0.12	$ -	$ 2.76	$ 0.45	$ 0.79	$ 0.02	$ -	$ -	$ 1.26	$ 4.03
2041	$ 1.01	$ 1.58	$ -	$ 0.06	$ -	$ 0.11	$ -	$ 2.76	$ 0.48	$ 0.76	$ 0.02	$ -	$ -	$ 1.27	$ 4.02
2042	$ 1.08	$ 1.51	$ -	$ 0.06	$ -	$ 0.11	$ -	$ 2.75	$ 0.52	$ 0.72	$ 0.02	$ -	$ -	$ 1.26	$ 4.02
2043	$ 1.15	$ 1.43	$ -	$ 0.06	$ -	$ 0.10	$ -	$ 2.75	$ 0.55	$ 0.69	$ 0.02	$ -	$ -	$ 1.26	$ 4.01
2044	$ 1.23	$ 1.35	$ -	$ 0.06	$ -	$ 0.10	$ -	$ 2.74	$ 0.59	$ 0.65	$ 0.02	$ -	$ -	$ 1.26	$ 4.01
2045	$ 1.32	$ 1.27	$ -	$ 0.07	$ -	$ 0.09	$ -	$ 2.74	$ 0.63	$ 0.61	$ 0.02	$ -	$ -	$ 1.26	$ 4.00
2046	$ 1.41	$ 1.18	$ -	$ 0.07	$ -	$ 0.08	$ -	$ 2.73	$ 0.68	$ 0.56	$ 0.02	$ -	$ -	$ 1.26	$ 3.99
2047	$ 1.50	$ 1.08	$ -	$ 0.07	$ -	$ 0.08	$ -	$ 2.72	$ 0.72	$ 0.52	$ 0.03	$ -	$ -	$ 1.26	$ 3.99
2048	$ 1.61	$ 0.97	$ -	$ 0.07	$ -	$ 0.07	$ -	$ 2.72	$ 0.77	$ 0.47	$ 0.03	$ -	$ -	$ 1.26	$ 3.98
2049	$ 1.72	$ 0.86	$ -	$ 0.07	$ -	$ 0.06	$ -	$ 2.71	$ 0.82	$ 0.41	$ 0.03	$ -	$ -	$ 1.26	$ 3.97
2050	$ 1.84	$ 0.74	$ -	$ 0.07	$ -	$ 0.05	$ -	$ 2.70	$ 0.88	$ 0.35	$ 0.03	$ -	$ -	$ 1.26	$ 3.96
2051	$ 1.96	$ 0.61	$ -	$ 0.07	$ -	$ 0.04	$ -	$ 2.69	$ 0.94	$ 0.29	$ 0.03	$ -	$ -	$ 1.26	$ 3.95
2052	$ 2.10	$ 0.47	$ -	$ 0.08	$ -	$ 0.03	$ -	$ 2.68	$ 1.01	$ 0.23	$ 0.03	$ -	$ -	$ 1.26	$ 3.94
2053	$ 2.25	$ 0.33	$ -	$ 0.08	$ -	$ 0.02	$ -	$ 2.67	$ 1.08	$ 0.16	$ 0.03	$ -	$ -	$ 1.26	$ 3.93
2054	$ 2.40	$ 0.17	$ -	$ 0.08	$ -	$ 0.01	$ (2.60)	$ 0.06	$ 1.15	$ 0.08	$ 0.03	$ (1.25)	$ -	$ 0.01	$ 0.07
Total	**$ 31.44**	**$ 40.97**	**$ -**	**$ 1.70**	**$ (0.19)**	**$ 2.93**	**$ (2.60)**	**$ 74.25**	**$ 15.12**	**$ 19.67**	**$ 0.63**	**$ (1.25)**	**$ -**	**$ 34.17**	**$ 108.42**

Footnotes:

[a] Interest is calculated at the rate of the Initial Major Improvement Bonds.

[b] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to $20,000.

[c] The Delinquency and Prepayment Reserve Account was partially funded at closing. Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, the collection of Additional Interest, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

[g] Additional Interest shall be collected upon the issuance of the Additional Major Improvement Bonds.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Receive the West Ranch Management District's Annual Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive the West Ranch Management District's Annual Report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1.	WRMD City Of Friendswood Annual Report 2026



West Ranch Management District

City of Friendswood Mayor and City Council Update

July 2026

Board Members:

BRIAN GIBSON – PRESIDENT
SAWYER BLACKBURN – VP & ASST. SECRETARY
DOUG KONOPKA – SECRETARY
REID WISEMAN – DIRECTOR
DENNIS BARBER – DIRECTOR

West Ranch

766 Acres





West Ranch Management District Development Update

- Residential development is complete
- Only commercial tracts remain to be developed
- The West Ranch HOA owns most of the greenspace around the roads and recreation centers
- WRMD still owns and manages the property next to Chigger Creek, Clear Creek, and the detention ponds



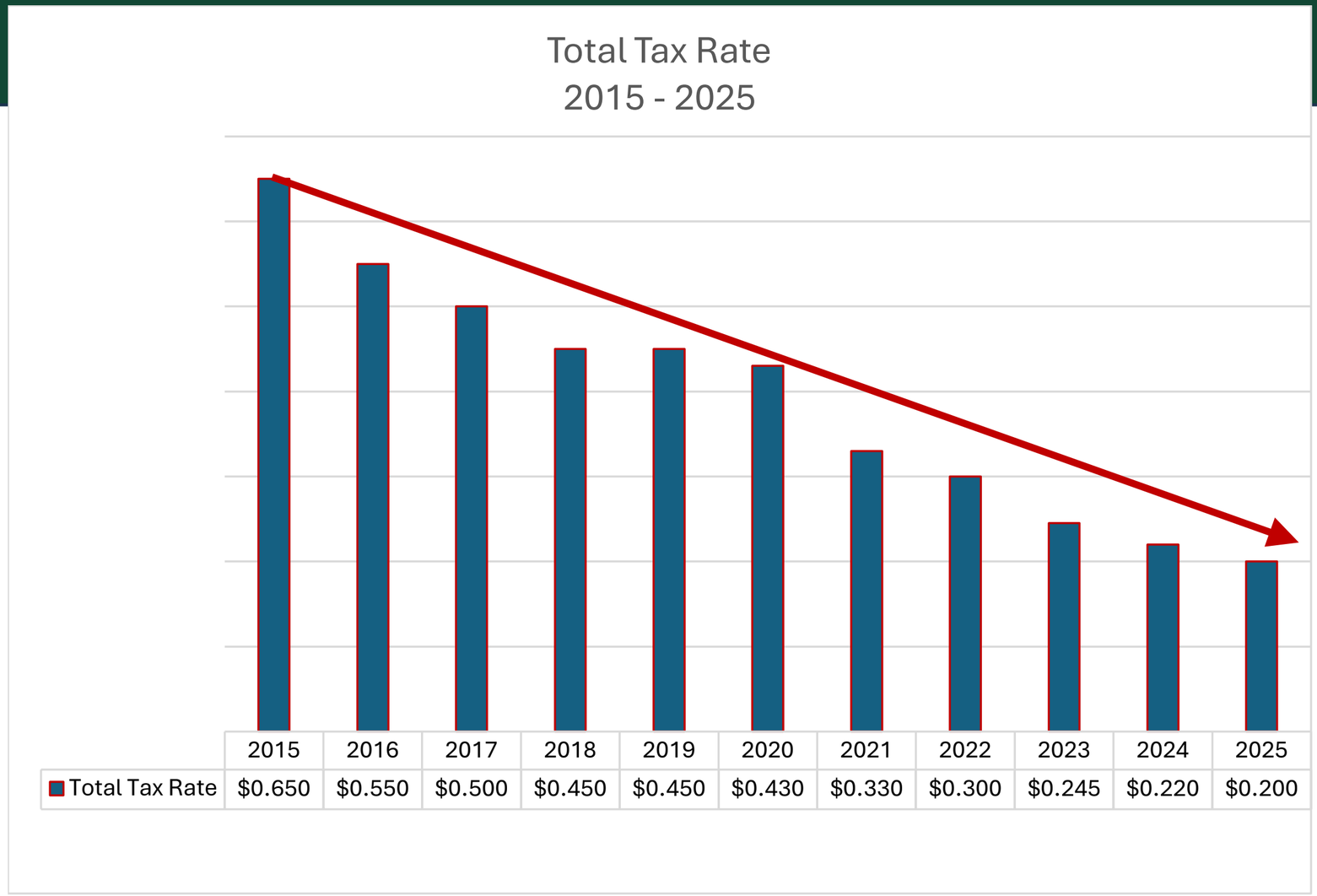
West Ranch Management District
Assessed Valuation and Tax Rate History

West Ranch Management District No. 1 TAX ASSESSOR / COLLECTOR
TAX RATE AND VALUE REPORT AS OF May 31, 2026

Cert Taxable Value	Supplemental Value	Net Taxable Value	Supplemental #	Total Tax Rate
855,967,226	46,909,137	902,876,363	GCAD 8 / HCAD 0	0.20000

Year	Taxable Value	I & S Rate	I & S Levy	M & O Rate	M & O Levy	Road Rate	Road Levy	Total Tax Rate
2025	902,876,363	0.14000	1,264,026.91	0.03500	316,006.73	0.02500	225,719.09	0.20000
2024	864,705,753	0.14250	1,232,205.70	0.05000	432,352.88	0.02750	237,794.08	0.22000
2023	819,267,321	0.14500	1,187,937.62	0.08000	655,413.86	0.02000	163,853.46	0.24500
2022	752,697,303	0.16500	1,241,950.55	0.11000	827,967.03	0.02500	188,174.33	0.30000
2021	696,803,211	0.17500	1,219,405.62	0.12000	836,163.85	0.03500	243,881.12	0.33000
2020	647,984,173	0.20500	1,328,367.55	0.17000	1,101,573.09	0.05500	356,391.30	0.43000
2019	580,192,517	0.24500	1,421,471.67	0.14000	812,269.52	0.06500	377,125.14	0.45000
2018	520,295,039	0.28000	1,456,826.11	0.10000	520,295.04	0.07000	364,206.53	0.45000
2017	457,360,969	0.31000	1,417,819.00	0.11000	503,097.07	0.08000	365,888.78	0.50000
2016	393,901,367	0.36000	1,418,044.92	0.09000	354,511.23	0.10000	393,901.37	0.55000
2015	330,369,753	0.39000	1,288,442.04	0.15000	495,554.63	0.11000	363,406.73	0.65000
2014	254,366,544	0.34000	864,846.25	0.16000	406,986.47	0.15000	381,549.82	0.65000
2013	202,447,173	0.38000	769,299.26	0.15000	303,670.76	0.12000	242,936.61	0.65000
2012	155,712,544	0.47000	731,848.96	0.10000	155,712.54	0.08000	124,570.04	0.65000
2011	116,386,954	0.38000	442,270.43	0.17000	197,857.82	0.10000	116,386.95	0.65000
2010	93,034,773	0.00000	0.00	0.65000	604,726.02	0.00000	0.00	0.65000
2009	74,254,124	0.00000	0.00	0.65000	482,651.81	0.00000	0.00	0.65000
2008	47,663,107	0.00000	0.00	0.65000	309,810.20	0.00000	0.00	0.65000
2007	11,485,060	0.00000	0.00	0.65000	74,652.89	0.00000	0.00	0.65000
2006	6,239,320	0.00000	0.00	0.65000	40,555.58	0.00000	0.00	0.65000
2005	3,600,530	0.00000	0.00	0.65000	23,403.45	0.00000	0.00	0.65000

West Ranch Management District



	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Total Tax Rate	$0.650	$0.550	$0.500	$0.450	$0.450	$0.430	$0.330	$0.300	$0.245	$0.220	$0.200

West Ranch Management District
Ongoing Drainage Maintenance Update

information provided by Jeff Safe of BGE, Inc.

- WRMD continues to use Storm Water Solutions (SWS) to perform quarterly inspections of all WRMD owned and operated drainage and detention facilities.
  - SWS and the District's engineer use these inspections to prioritize their recommendations for monitoring or addressing facility needs.
- Over the past 7 years, WRMD has spent approximately $310,000, over and above routine mowing, on drainage maintenance and rehab (i.e. desilting of channels, removal of vegetation and overgrowth, erosion repair, structural outfall repair, etc.) to ensure that all drainage and detention facilities are in good working condition and function as originally designed.
- WRMD recognizes the importance and critical nature of a properly functioning and well-maintained drainage system and is fully committed to continuing its proactive monitoring and maintenance program.

West Ranch Management District
Goals and Objectives

- The Board of Directors remains focused on lowering West Ranch homeowner costs, identifying sensible opportunities to pay off existing bonds, and the prudent management of district property.
- Friendswood Development Company continues working to develop commercial tracts.
- Ongoing collaboration with the West Ranch HOA to improve common areas.



West Ranch Management District

Any Questions?

Contact West Ranch Management District:
WRM000@txdistricts.info

West Ranch Management District c/o
Allen Boone Humphries Robinson
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/01/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update on Movies in the Park.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Join the Parks & Rec Department at the Friendswood City Pool this summer for our Dive-In Movie series! Enjoy a family-friendly film while lounging deck side or making waves in the water! Snacks, refreshments, and relaxation will be available for all.

The Movie in the Park Friday series begins July 10th with 4 great movies scheduled every Friday night through August 7th.

The movies will be shown at the Stevenson Park Pool, located at 900 Cedarwood Avenue. Gates to the pool open at 7:00 p.m., and the movie begins at sundown! Entry fee to the pool for Dive-In movies will be only $1; free for anyone 2 and under or 60 and over.

Please note that lawn chairs, blankets, food, and beverages are allowed, but no glass containers. Snacks and drinks from food vendors will be available for purchase at the event.

2026 Series Line-up:

- July 10 - Migration (PG)
- July 17 - Jaws (PG-13)
- July 24 - Finding Nemo (PG)
- August 7 - Pirates of the Caribbean (PG-13)

For more information, visit https://www.ci.friendswood.tx.us/382/Movies-in-the-Park-July-August, call 281-996-3220, or email rec@Friendswood.com.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

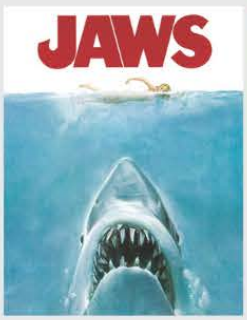
ATTACHMENTS

1.	Movies in the Park Flyer

CITY OF FRIENDSWOOD PARKS & RECREATION DEPARTMENT AND THE FRIENDSWOOD ROTARY CLUB PRESENTS

DIVE-IN MOVIES

MOVIES BEGIN AT DUSK | $1 PER PERSON (2 & UNDER FREE)

JULY 10	JULY 17	JULY 24	AUGUST 7
			
SPONSORED BY: Keep FRIENDSWOOD Beautiful		SPONSORED BY: ROSEBRANCH DERMATOLOGY	

NOW SHOWING AT THE STEVENSON PARK POOL

FRIENDSWOOD PARKS & RECREATION

Stevenson Park Pool | 900 Cedarwood Ave.
www.friendswood.com | 281-996-3220 | rec@Friendswood.com

ROTARY INTERNATIONAL

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Present an update concerning National Park and Recreation Month - July 2026.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Launched in 1985, this year marks the 41st anniversary of Park and Recreation Month! This year's theme, "The Power Of" parks and recreation, reminds us of the contributions of more than 160,000 full-time park and recreation professionals — along with hundreds of thousands of part-time and seasonal workers and volunteers — who maintain our country's close-to-home parks.

Throughout the month, we're celebrating the many ways parks and recreation reveals the power of what connects us:

- The Power of Connection: Parks and recreation is where relationships grow, cultures meet and communities bond.
- The Power of Play: From playgrounds to programs to youth sports, play fuels creativity, joy and lifelong learning.
- The Power of Community: Public spaces offer room for everyone to gather, celebrate and heal.
- The Power of Nature: Nature restores and inspires us, and parks ensure everyone can access its benefits.
- The Power of Belonging: Welcoming parks and programs make every person feel valued.
- The Power of Well-Being: Parks and recreation advances health, resilience and shared community benefits.

National Park and Recreation Month acknowledges the significant role that parks and recreation play in enhancing communities. Recognizing July as Park and Recreation Month underscores the multifaceted benefits that parks and recreation bring to communities, promoting health, well-being, economic growth, and environmental sustainability.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1.	PRM - Larger Poster

NRPA'S PARK AND RECREATION MONTH

THE POWER OF PARKS AND RECREATION













NRPA NATIONAL RECREATION AND PARK ASSOCIATION

www.nrpa.org/july

Presented by USTA

Sponsored by landscape structures

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Receive an update regarding the Friendswood Library Summer Reading Challenge.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Manager to provide an update regarding the Friendswood Library Summer Reading Program at the library:

- Friendswood Public Library had 300 people attend the Summer Reading Kickoff Party on May 22.
- 1,250 readers of all ages registered for the Summer Reading Challenge between May 22 and June 22.
- During the first month, our Summer Readers have read a combined 405,361 minutes.
- The library facility had more than 5,000 attendees for special summer events in June.

The Reading Challenge runs through July 31, so there is still plenty of time to enjoy reading, prizes, and programs.

Visit the library website to register and learn more about prizes and summer activities at: https://www.friendswood.lib.tx.us/.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1.	2026 Summer Reading Challenge Flyer
2.	July Event Calendar 2026
3.	Unearth a Story - Summer Reading Program Logo

UNEARTH A STORY™



2026 SUMMER READING CHALLENGE

May 22 – July 31

Sign up now!

Scan Code or Download App

beanstack





FOR READERS OF ALL AGES!

Engage. Educate. Entertain. Empower.

Friendswood Library

416 S Friendswood Dr, Friendswood, TX 77546

281-482-7135 / www.friendswood.lib.tx.us

Children's Calendar

Early Childhood - Ages 0-5
School Age - Ages 6-11
Tween - Ages 8-11
All Ages

JULY 2026

Summer Reading Challenge

Sign up and earn prizes for reading!
friendswood.beanstack.org
Reading Challenge Ends August 1





MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 Toddler Time 10:10am Preschool Storytime 10:45am Ancient Encounters 1:30 and 3:30pm	2 Magical Balloon Guy 10:30am Yoga Storytime 2:00pm Get Ready for Kinder 3:00pm Sensory Play 4:00pm (register online)	3 CLOSED	4 CLOSED
6 Rattle & Rhyme 10:10am Crafty Half (Ages 2-7) 1:30pm	7 Toddler Time 10:10am Preschool Storytime 10:45am Movement Camp 1:30pm	8 Toddler Time 10:10am Preschool Storytime 10:45am Ancient Encounters 1:30 and 3:30pm	9 Yoga Storytime 10:10am Get Ready for Kinder 11:00am Sundae Party 1:30pm Sensory Play 4:00pm (register online)	10 Sensory Play 10:10am (register online) Ancient Encounters (Crafts and Games) 1:30 and 3:30pm Pokémon Friday 5:00pm	11 Lego Challenge 1:00pm
13 Rattle & Rhyme 10:10am Crafty Half (Ages 2-7) 1:30pm	14 Toddler Time 10:10am Preschool Storytime 10:45am Movement Camp 1:30pm	15 Toddler Time 10:10am Preschool Storytime 10:45am Ancient Encounters 1:30 and 3:30pm	16 Yoga Storytime 10:10am Get Ready for Kinder 11:00am Dinosaur Adventure 1:30pm Sensory Play 4:00pm (register online)	17 Sensory Play 10:10am (register online) Ancient Encounters (Crafts and Games) 1:30 and 3:30pm Pokémon Friday 5:00pm	18
20 Rattle & Rhyme 10:10am Crafty Half (Ages 2-7) 1:30pm	21 Toddler Time 10:10am Preschool Storytime 10:45am Movement Camp 1:30pm	22 Toddler Time 10:10am Preschool Storytime 10:45am Ancient Encounters 1:30 and 3:30pm	23 Yoga Storytime 10:10am Get Ready for Kinder 11:00am Rainforest Pets 1:30pm Sensory Play 4:00pm (register online)	24 Sensory Play 10:10am (register online) Ancient Encounters (Crafts and Games) 1:30 and 3:30pm Pokémon Friday 5:00pm	25 Adaptive Storytime 1:30pm
27 Rattle & Rhyme 10:10am Crafty Half (Ages 2-7) 1:30pm	28 Toddler Time 10:10am Preschool Storytime 10:45am Summer Lego (Ages 3+) 1:30pm	29 Toddler Time 10:10am Preschool Storytime 10:45am Ancient Encounters 1:30 and 3:30pm	30 Yoga Storytime 10:10am Get Ready for Kinder 11:00am Chemistry Road Show 1:30pm Sensory Play 4:00pm (register online)	31 Sensory Play 10:10am (register online) Ancient Encounters (Crafts and Games) 1:30 and 3:30pm Pokémon Friday 5:00pm	Friendswood Library 416 S Friendswood Dr. Friendswood, TX 77546 281-482-7135 www.friendswoodlibrary.com



Teen and Adult Calendar

Tween and Young Adult - Ages 8-18

Young Adult - Ages 12-18

Adult - Ages 18+

All Ages

JULY 2026

Summer Reading Challenge

Sign up and earn prizes for reading!

friendswood.beanstack.org

Reading Challenge Ends August 1

UNEARTH A STORY™



MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 Ancient Encounters 1:30 and 3:30pm Crochet & Knit 4:00pm Adult ESL 5:30pm Card Game Night 6:30pm	2 Young Adult Art Club 5:00pm Regency Book Club 6:00pm	3 CLOSED	4 CLOSED
6 Classic Shorts Club 2:00pm K-Pop Monday 3:30pm Game Testers 5:00pm Chess Night 6:30pm	7 Balance and Bingo 4:00pm Coaster Craft 5:30pm (register online)	8 Ancient Encounters 1:30 and 3:30pm Crochet & Knit 4:00pm Adult ESL 5:30pm Card Game Night 6:30pm	9 Young Adult Art Club 5:00pm Piano Recital 7:00pm (Sign up at Reference)	10 Ancient Encounters (Crafts and Games) 1:30 and 3:30pm Adult ESL 3:30pm	11 Spanish for Beginners 10:30am Writing Workshop 1:00pm
13 Word Lovers 2:00pm K-Pop Monday 3:30pm Game Testers 5:00pm Chess Night 6:30pm Junk Journal 6:30pm	14 Family Tree Maker 10:30am Balance and Bingo 4:00pm Friends Book Club 6:00pm Wyverns and Wanderers 2:00pm (register online)	15 Ancient Encounters 1:30 and 3:30pm Crochet & Knit 4:00pm Adult ESL 5:30pm Card Game Night 6:30pm	16 Family Tree Maker 10:30am Watercolor Class 10:30am Young Adult Art Club 5:00pm Open Mic Night 7:00pm	17 Ancient Encounters (Crafts and Games) 1:30 and 3:30pm Adult ESL 3:30pm	18 Spanish for Beginners 10:30am Unearth Family Recipes 2:00pm Intro to Improv (Ages 12-Adult) 3:30pm
20 K-Pop Monday 3:30pm Game Testers 5:00pm Chess Night 6:30pm	21 Balance and Bingo 4:00pm	22 Ancient Encounters 1:30 and 3:30pm Crochet & Knit 4:00pm Adult ESL 5:30pm Card Game Night 6:30pm	23 Young Adult Art Club 5:00pm Drum Circle 7:00pm	24 Ancient Encounters (Crafts and Games) 1:30 and 3:30pm Adult ESL 3:30pm	25 Spanish for Beginners 10:30am Magic the Gathering 12:30pm Lone Star Flight Museum 4:00pm
27 Word Lovers 2:00pm K-Pop Monday 3:30pm Game Testers 5:00pm Chess Night 6:30pm Junk Journal 6:30pm	28 Family Tree Maker 10:30am Balance and Bingo 4:00pm Paver Painting Craft 5:30pm (register online) Wyverns and Wanderers 2:00pm (register online)	29 Ancient Encounters 1:30 and 3:30pm Crochet & Knit 4:00pm Adult ESL 5:30pm Card Game Night 6:30pm	30 Young Adult Art Club 5:00pm	31 Ancient Encounters (Crafts and Games) 1:30 and 3:30pm Adult ESL 3:30pm	Friendswood Library 416 S Friendswood Dr. Friendswood, TX 77546 281-482-7135 www.friendswoodlib.tx.us



FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/09/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Friendswood Patrol Captain James Price and EMS Captain David Waindel for completing the Texas Certified Public Manager Program (CPM).

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Friendswood is proud to congratulate Patrol Captain James Price and EMS Captain David Waindel for recently graduating from the Texas Certified Public Manager (CPM) Program at the University of Houston, a nationally recognized leadership development program for public sector professionals. The program provided advanced training in organizational leadership, personnel management, budgeting, communication, performance improvement, and strategic planning. Through coursework and a capstone project, developed skills directly applicable to law enforcement leadership, including team development, resource management, and organizational effectiveness. The successful completion of this program demonstrates a commitment to professional growth and continuous improvement in public service and leadership.

The graduation ceremony was held on June 8, 2026, at the Texas State Capitol in Austin.

Congratulations on this well-earned accomplishment! Your hard work and commitment to lifelong learning are an inspiration to all of us.

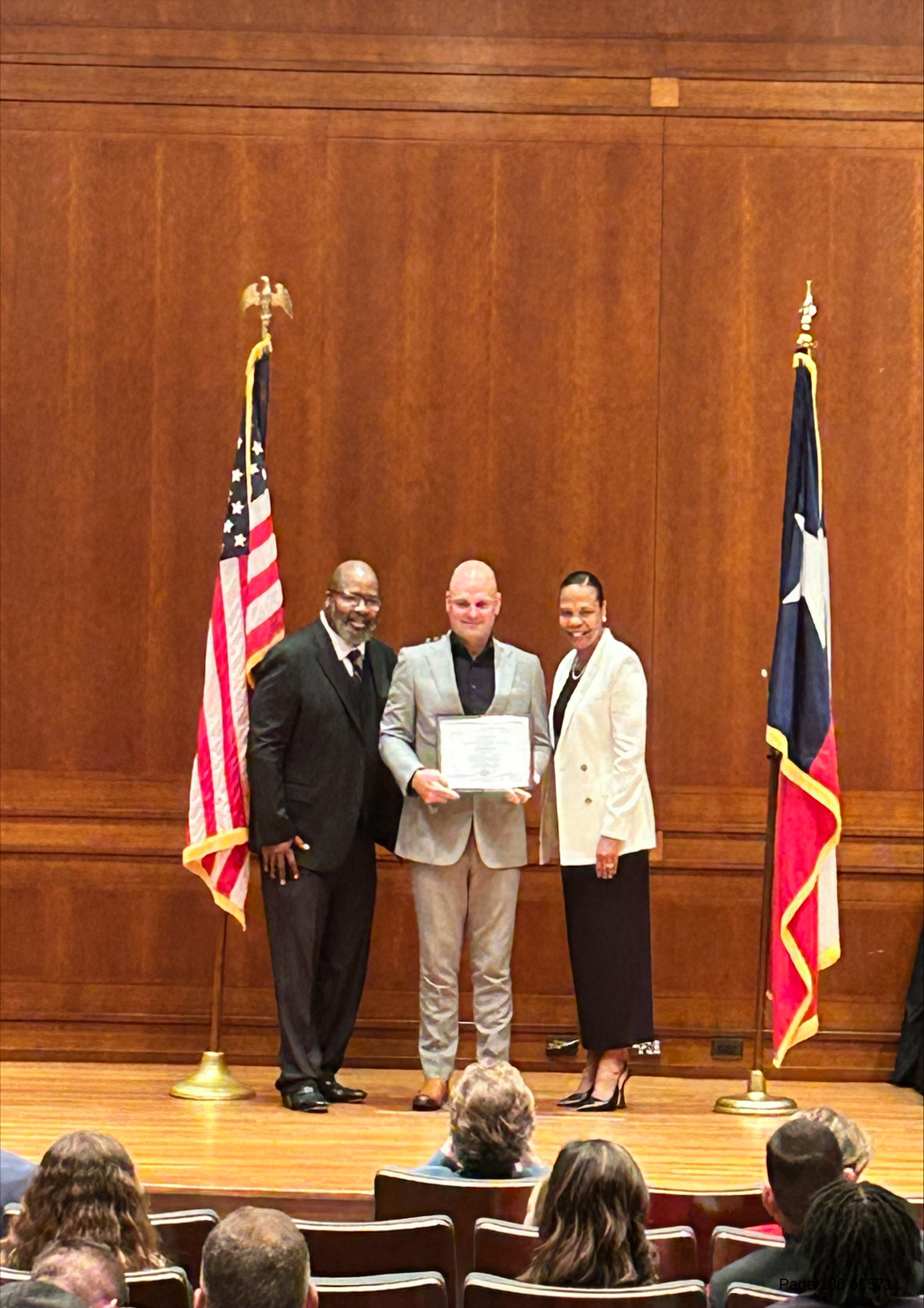
IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1.	Captain James Price - Graduation
2.	Captain David Waindel - Graduation
3.	Captain David Waindel - Graduation2
4.	Group Photo - Graduation






REMEMBER THE ALAMO
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FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/16/2026

Prepared by: Karen Horner, City Attorney

Subject: Recognize Deputy Finance Director Jennifer Walker for completing the North Central Council of Governments' New and Emerging Finance Directors Program (NEFD).

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Friendswood is excited to announce that Jennifer Walker, Deputy Director of Finance, has completed the New and Emerging Finance Directors program at NCTCOG. This class served as their tenth effort toward training and developing current and future leaders in the public finance industry.

Over the past eight months, Jennifer attended sessions to learn about various aspects of the industry and take deep dives into critical issues of their jobs and responsibilities as public finance officials. The classes were day-long events, presented by experts in the field and facilitated by experienced professionals. Jennifer was required to actively participate in session discussions, complete homework, and contribute to a group project. It was no easy task.

Thank you, Jennifer, for your dedication to continuing staff development, and your service to your community.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1.	Walker


Certificate of Completion
North Central Texas Council of Governments
Proudly Acknowledges
JENNIFER WALKER

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

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

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

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

Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the ninth set for fiscal year 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. IX
2.	FY26 BA IX Exhibit A 2026-07-06
3.	FY26 BA IX Exhibit B 2026-07-06

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 IX" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

****

WHEREAS, by Ordinance No. 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 IX" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2025-26" attached hereto. Said Budget Amendment IX shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

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

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

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

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of July, 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 IX
July 6, 2026

1. **Emergency Generators – Public Safety Building & City Hall,$542,122*.** Appropriate funds for the purchase of emergency generators at Public Safety Building and City Hall. City Council approved the purchase of the generators at the June 1, 2026, City Council Meeting. The funding source will be public property financing loan proceeds ($467,786) and capital maintenance fund undesignated fund balance ($74,336).

2. **2024 CDBG-MIT RCP Grant Reimbursement, $12,500.** Appropriate grant proceeds received for services related to the City of Friendswood's Comprehensive Plan and Zoning Updates project. Advanced funding for these services was appropriated at the January 5, 2026, City Council Meeting. Therefore, the proceeds will be appropriated back to unassigned general fund balance.

3. **City Manager's Office – Small Business Week Sponsorships, $2,045** Appropriate sponsorships received for Small Business Week expenses. The funds will be appropriated to the economic development division's operating supplies account ($85) and the operating services account ($1,960).

4. **Police Department - Donation, $1,000.** Appropriate donation received from Knights of Columbus for National Night Out expenses. The funds will be appropriated to the Police Department administration division's operating supplies account.

5. **Department of Emergency Services – Donations, $3,000.** Appropriate donations received for public education materials related classes offered by the EMS division. The funds will be appropriated to the EMS division's operating supplies account.

6. **Library Department – Donation, $2,480.** Appropriate donation received from the Galveston County Mayor & Councilmember's Association to purchase small library equipment. The funds will be appropriated to the Library's operating equipment account.

7. **Parks and Recreation Department – Daddy Daughter Dance, $500.** Appropriate sponsorship received from T. Hinckley for the Daddy Daughter Dance. The funds will be appropriated to the recreation division's community events account.

8. **Parks and Recreation Department – Concert in the Park, $1,200.** Appropriate sponsorship received from Edward Jones for Concert in the Park. The funds will be appropriated to the recreation division's community events account.

9. **Parks and Recreation Department – 4th of July Sponsorship, $5,000.** Appropriate sponsorship received from HEB for the City's 4th of July event. The funds will be appropriated to the 4th of July division's community events account.

10. **Parks and Recreation Department – Damage Reimbursement, $500**. Appropriate reimbursement received related to damage at Centennial Park on the sports field. The funds will be appropriated to the parks division's operating maintenance account.

11. **Lift Station Mitigation Package #1 – Materials Testing, $11,720.** Appropriate funds for construction materials testing services for Lift Station Mitigation Package #1. The City entered into an agreement with CMT Technical Support Services on June 3, 2026. The funding source will be the 2025 water and sewer revenue bonds.

12. **Lift Station Mitigation Package #4 – Materials Testing, $14,135.** Appropriate funds for construction materials testing services for Lift Station Mitigation Package #4. The City entered into an agreement with CMT Technical Support Services on June 16, 2026. The funding source will be the 2025 water and sewer revenue bonds.

13. **Lift Station #2 Rehabilitation – Materials Testing, $21,140.** Appropriate funds for construction materials testing services for Lift Station #2 Rehabilitation. The City entered into an agreement with CMT Technical Support Services on June 16, 2026. The funding source will be the 2025 water and sewer revenue bonds.

**Deferred Maintenance*

City of Friendswood
July 6, 2026
2025-2026 Budget Amendment IX - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	001-0000-39370		Appropriate public property financing loan proceeds for backup generators at Public Safety Building and City Hall*	(467,786)
1	001-7001-419.8800		Appropriate public property financing loan proceeds for backup generators at Public Safety Building and City Hall*	467,786
1	161-0000-30100		Appropriate undesignated fund balance for backup generators at Public Safety Building and City Hall*	(74,336)
1	161-7001-419.8800		Appropriate undesignated fund balance for backup generators at Public Safety Building and City Hall*	74,336
2	128-10199		Reimburse unassigned general fund balance for 2024 CDBG-MIT RCP Ardurra Pay Apps related to the Comprehensive Plan & Zoning Updates	(12,500)
2	128-26010		Reimburse unassigned general fund balance for 2024 CDBG-MIT RCP Ardurra Pay Apps related to the Comprehensive Plan & Zoning Updates	12,500
2	001-14025		Reimburse unassigned general fund balance for 2024 CDBG-MIT RCP Ardurra Pay Apps related to the Comprehensive Plan & Zoning Updates	(12,500)
2	001-10199		Reimburse unassigned general fund balance for 2024 CDBG-MIT RCP Ardurra Pay Apps related to the Comprehensive Plan & Zoning Updates	12,500
3	001-0000-34772		Appropriate sponsorships received for Small Business Week for related expenses	(2,045)
3	001-0303-419.5400		Appropriate sponsorships received for Small Business Week for related expenses - supplies	85
3	001-0303-419.7400		Appropriate sponsorships received for Small Business Week for related expenses - catering	1,960
4	001-0000-38600		Appropriate donation received from Knights of Columbus for Police Department supplies	(1,000)
4	001-2101-421.5400		Appropriate donation received from Knights of Columbus for Police Department supplies	1,000
5	001-0000-38600	DNEMSREV	Appropriate donations received for public education materials in DES's emergency medical services division	(3,000)
5	001-2507-422.5400		Appropriate donations received for public education materials in DES's emergency medical services division	3,000
6	001-0000-38600	DNMLIBREV	Appropriate donation received from GCMCA for Library equipment	(2,480)
6	001-6310-459.5800	DNMLIBEXP	Appropriate donation received from GCMCA for Library equipment	2,480
7	001-0000-34772	DDANCEREV	Appropriate sponsorship received from Tom Hickley for the Daddy Daughter Dance	(500)
7	001-6420-452.7910	DDANCEEXP	Appropriate sponsorship received from Tom Hickley for the Daddy Daughter Dance	500
8	001-0000-34772	CONCERTREV	Appropriate sponsorship received from Edward Jones for Concert in the Park	(1,200)
8	001-6420-452.7910	CONCERTEXP	Appropriate sponsorship received from Edward Jones for Concert in the Park	1,200
9	001-0000-34772		Appropriate sponsorship received from HEB for 4th of July event	(5,000)
9	001-6422-452.7910		Appropriate sponsorship received from HEB for 4th of July event	5,000
10	001-0000-38000	PK0025REV	Appropriate reimbursement received for field damages at Centennial Park	(500)
10	001-6430-456.6400		Appropriate reimbursement received for field damages at Centennial Park	500
11	423-0000-30600		Appropriate 2025 water and sewer revenue bond proceeds for Lift Station Mitigation Package #1 Construction Materials Testing	(11,720)
11	423-7001-433.8597	LS001MIT	Appropriate 2025 water and sewer revenue bond proceeds for Lift Station Mitigation Package #1 Construction Materials Testing	5,860
12	423-7001-433.8597	LS017MIT	Appropriate 2025 water and sewer revenue bond proceeds for Lift Station Mitigation Package #1 Construction Materials Testing	5,860
12	423-0000-30600		Appropriate 2025 water and sewer revenue bond proceeds for Lift Station Mitigation Package #1 Construction Materials Testing	(14,135)
12	423-7001-433.8597	LS004MIT	Appropriate 2025 water and sewer revenue bond proceeds for Lift Station Mitigation Package #1 Construction Materials Testing	14,135
13	423-0000-30600		Appropriate 2025 water and sewer revenue bond proceeds for Lift Station #2 Construction Materials Testing	(21,140)
13	423-7001-433.8597	LS002REHAB	Appropriate 2025 water and sewer revenue bond proceeds for Lift Station #2 Construction Materials Testing	21,140

**Deferred maintenance*

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/05/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution authorizing the submission of a grant application to the Texas Water Development Board for a Water Supply and Infrastructure Grant for its 24" Waterline Phase II Improvements Project and appointing the City Manager to act as the City's authorized representative for all purposes under the grant.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Texas Water Development Board ("TWDB") administers the Water Supply and Infrastructure Grant Program, which supports water supply and water infrastructure improvements throughout the state. The City of Friendswood seeks funding under the program for its 24" Waterline Phase II Improvements Project, which is currently under design (the "Project"). The Project is designed to enhance system reliability, increase transmission capacity, and strengthen the City's water distribution system.

The proposed resolution not only authorizes and approves the submission of the grant application but also appoints the City Manager to act as the authorized official to apply for, accept, reject, alert or terminate the grant on behalf of the City. The City is seeking an amount not to exceed $9.5 million in grant funds, and there is no local match required for this grant.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This funding opportunity presents a unique chance to advance a major water infrastructure project without relying on local matching funds. If awarded, the grant would free up local capital resources for other priority water system improvements while strengthening the City's ability to reliably deliver water to residents and businesses. The availability of grant funding for large-scale water transmission infrastructure without a local match requirement is uncommon and provides an opportunity to maximize the impact of the City's capital improvement program.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Resolution - TWDB Grant
2.	24 in Water Phase II Path
3.	TWDB-0201B
4.	TWDB-0201

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

****

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

Section 1. That the City Council of the City of Friendswood, Texas, hereby approves and authorizes an application to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed NINE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($9,500,000.00) to provide for the costs of the City's 24" Waterline Phase II Improvements Project.

Section 2. That the City Manager be and is hereby designated the authorized representative of the City of Friendswood for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

Section 3. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Friendswood before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor:	John H. Robuck BOK Financial Securities, Inc. 1401 McKinney Street, Suite 1000 Houston, TX 77010
Engineer:	Stephen Kelly, P.E. Kimley-Horn and Associates, Inc. 11700 Katy Freeway, Suite 800 Houston, TX 77079
Bond Counsel:	Nikki P. Hill McCall Parkhurst & Horton, LLP 8 Greenway Plaza, Suite 1025 Houston, TX 77046

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 6th day of July, 2026.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2026\07-06-2026\Resolution - TWDB Grant - Revised.docx


Legend
24" Water Line Phase II Path
Elevated Storage Tank No. 1
W Edgewood Dr
Garden Dr
W Shadowbend Ave
Dawn
Laurel Dr
David St
Allan St
Sedora Dr
W Spreading Oaks Blvd
S Friendswood Dr
Brigadoon Ln
Rustic Ln
Clover Ridge Ave
Sunset Dr
Greenbriar Dr
Tall Pines Dr
Falling Leaf Dr
Fairdale St
Misty Ln
W Castlewood Ave
Leslie Ln
Merriewood Dr
Deseret Dr
Evergreen Dr
Heather Ln
S Heather Ln
Briarmeadow Ave
Silverleaf Dr
Mills Dr
Murphy Ln
Essex Dr
Osborne Dr
Edinburgh Dr
Wilderness Pines Dr
548
Google Earth
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FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/08/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an agreement with Paradigm Consultants, Inc., d/b/a CMT Technical Support Services (Texas) for construction material testing for the Blackhawk Boulevard Reconstruction Phase 2-C Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Blackhawk Boulevard Reconstruction Phase 2-C Project (the "Project") consists of the replacement of a four-lane curb-and-gutter concrete roadway along Blackhawk Boulevard that is scheduled for approximately 540 days. Roadway is from FM 2351 to approximately 500 feet south of Pennystone Way and Thursa Lane to FM 528. This includes pavement, drainage, and 12" PVC water line installation at locations that do not have PVC piping. This project also includes installation of 24" transmission water main from FM 2351 to Edenvale Street.

The proposed agreement is with Paradigm Consultants, Inc., d/b/a CMT Technical Support Services (Texas) for construction material testing services, the cost of which will not exceed $154,085, based upon the following:

Service	Cost Not to Exceed
Earthwork Testing	$103,595
Concrete Testing	$23,100
Asphalt Inspection	$2,290
Project Management & Administration	$25,100
Total Cost Not to Exceed	**$154,085**

The funding source will be from the Streets Improvement fund.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	CMT Letter Agreement - Blackhawk Blvd 2-C Material Testing

2.	Form 1295 Certificate
3.	Certificate of Insurance Exp 12-31-2026
4.	CMT- Govt Code Verification

PROFESSIONAL SERVICES AGREEMENT – TESTING

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

THIS AGREEMENT (this "Agreement"), is entered into as of this 7th day of July, 2026, by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and Paradigm Consultants, Inc., d/b/a CMT Technical Services located at 4014 Bluebonnet Drive, Suite B, Stafford, Texas 77477 (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Professional

The City hereby agrees to engage the Professional and the Professional hereby agrees to perform the "Scope of Services" hereinafter set forth. The City's Director of Engineering or his designee shall act as the City's Representative pursuant to this Agreement. Chris Waddell, Regional Special Inspections Manager, shall act as Professional's Project Manager pursuant to this Agreement.

2. Scope of Services

The Professional shall perform testing services in connection with construction phase services for Blackhawk Boulevard Reconstruction, Phase 2 Project (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance

The Professional shall perform the services required herein in accordance with schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative. The Professional shall immediately submit to the City in writing evidence of any delay. If satisfactory to the City's representative, the City may grant in writing an extension of time equal to the period of actual delay.

4. Information and Services to be Furnished to Professional

It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available for the carrying out of the work of the Professional as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The City shall cooperate with the Professional and will, to the fullest extent reasonably practicable, facilitate the performance of the services described in this Agreement.

5. Compensation and Method of Payment

A. Compensation

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto shall not exceed the sum of ONE HUNDRED FIFTY-FOUR THOUSAND EIGHTY-FIVE AND NO/100 DOLLARS ($154,085.00) as more particularly described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

B. Payment

The Professional shall invoice the City monthly for its services and charges incurred. The Professional shall invoice based upon total services actually completed during the applicable month. Invoices shall be tendered no more often than once a month. The Professional shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the Invoice. Failure to timely invoice the City for services or expenses shall result in the Professional's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City agrees to pay the Professional within thirty (30) days of its receipt of the invoice, including all necessary backup information, or service, whichever is later; provided, however, in the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

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

6. Records

The Professional shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be kept in the office of the Professional for a period of not less than five (5) years and shall be made available to the City, at no cost, for inspection and copying upon reasonable request.

7. Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes and data are the property of the City. The Professional may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings prepared by the Professional are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by the Professional for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance

The Professional shall, at its own expense, purchase, maintain and keep in force insurance, which shall protect against injury and/or damages which may arise out of or result from operations under this Agreement, whether the operations be by itself or by any professional, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits:

A. Worker's Compensation Insurance

- Statutory Limits
- Waiver of Subrogation in favor of the City of Friendswood, its officers, agents, and employees.

B. 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.

C. Commercial Automobile Liability Insurance.

- Minimum combined single limit of five hundred thousand dollars ($500,000) per occurrence for bodily injury and property damage.
- If individual limits are provided minimum limits are three hundred thousand dollars ($300,000) per person, five hundred thousand dollars ($500,000) per occurrence for bodily injury and one hundred thousand dollars ($100,000) per occurrence for property damage.
- Waiver of Subrogation required.

D. Errors and Omissions

- Limit: $1,000,000 for this Project.
- Coverage shall continue for a minimum of two (2) years after the Professional's assignment under this Agreement is completed.
- The deductible on the policy for Professional Liability shall not exceed twenty-five thousand dollars ($25,000) unless specifically approved by the City.

The Professional'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 Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All

coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

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

- Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Errors and Omissions Policy required herein.
- Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
- Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Professional.
- Professional shall provide copies of insurance certificates and/or policies required hereunder to the City on or before the effective date of this Agreement.

9. Professional Liability

A. The Professional agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures and performances common in the industry for this Project. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession. Approval by the City shall not constitute nor be deemed a release or waiver of the responsibility and liability of the Professional for the accuracy and competency of data, reports and documents.

B. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall correct such deficiencies without additional compensation.

10. INDEMNIFICATION AND RELEASE

A. INDEMNIFICATION

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE City, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "City") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF AGREEMENT TO THE EXTENT 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 THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, PROFESSIONAL UNDER AGREEMENT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE City, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE City FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. 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 THE PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE

City FROM WHICH THE City IS INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE City. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

B. Release

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Professional 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 Professional's services to be performed hereunder. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

C. Subconsultants

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

11. Address of Notice and Communications

City:	**PROFESSIONAL:**
City OF FRIENDSWOOD	PARADIGM CONSULTANTS, INC.
910 S. Friendswood Drive	d/b/a CMT Technical Services
Friendswood, Texas 77546	4014 Bluebonnet Drive, Suite B
	Stafford, Texas 77477
Attn: Morad Kabiri	Attn: Chris Waddell
Title: City Manager	Title: Regional Special Inspections Manager

All notices and communications under this Agreement shall be mailed or delivered to City and Professional at the above addresses, respectively.

12. Captions

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

13. Successors and Assignments

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

14. Termination of Agreement for Cause

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, The Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Termination For Convenience of the City

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

If this Agreement is terminated due to the fault of the Professional, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.

16. Changes

The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement.

17. Personnel

A. The Professional represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

18. Reports and Information

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

19. Civil Rights

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

20. Interest of Professional and Employees

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

21. Incorporation of Provisions Required by Law

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

22. Payment Bond

A payment bond shall be required for all sub-consultants, surveyors, geotechnical engineers and for all other professional services wherein the services are not performed by employees of the Professional's firm.

23. Governing Law

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

24. Venue

Any legal proceeding filed by either Party shall be solely and exclusively initiated, filed, tried, and maintained in state court in Galveston County, Texas. The Parties each expressly and irrevocably (i) to waive any right otherwise provided by any applicable law or legal rule or principle (ii) to remove the matter to any other state venue or to a federal venue, (iii) to consent to the jurisdiction of state court in Galveston County, Texas in any legal proceeding, and (iv) to waive any objection such Party may have to the laying of jurisdiction of any such legal proceeding in state court in Galveston County, Texas.

25. Time is of the Essence

Time is of the essence for the completion of all work described in this Agreement. It is anticipated that all work will be completed within the time as stated in the Schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.

26. No Third Party Beneficiary

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

27. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and the Professional hereby agree that no claim or dispute between the City and the Professional arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, The Professional consents to be joined in the arbitration proceeding if the Professional's presence is

required or requested by the City of complete relief to be recorded in the arbitration proceeding.

28. Waiver

No waiver by either Party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

29. Complete Agreement

This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof.

30. Severability

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

31. Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such party did or did not author the same.

32. Authority

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the 7th day of July, 2026, the date of execution by the City Manager of the City of Friendswood.

CITY: City OF FRIENDSWOOD, TEXAS	PROFESSIONAL: PARADIGM CONSULTANTS, INC. d/b/a CMT Technical Services
_____ MORAD KABIRI, City Manager	BY: _____ CHRIS WADDELL ~~Managing Partner~~ REGIONAL TESTING DIRECTOR
DATE: _____	DATE: 6-17-2026
ATTEST:	**ATTEST:**
_____ RAQUEL MARTINEZ, City Secretary	_____ (OFFICER OR SECRETARY)

Exhibit "A"
SCOPE OF SERVICES

A. PROJECT INFORMATION

The Project consists of the replacement of a four-lane curb-and-gutter concrete roadway along Blackhawk Boulevard that is scheduled for approximately 540 days. The Project extends from FM 2351 to approximately 500 feet south of Pennystone Way and Thursa Lane to FM 528. This includes pavement, drainage, and 12" PVC water line installation at locations that do not have PVC piping. This Project also includes installation of 24" transmission water main from FM 2351 to Edenvale Street.

B. SCOPE OF SERVICES

Basic Services: The Professional shall provide the following scope of services on a call-out basis, as scheduled by a representative designated by the City:

1. Earthwork Monitoring and Testing

A technician with a nuclear gauge will perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing the American Society for Testing and Materials (ASTM) D2922, D3017, and D1556 methods. Laboratory maximum density and optimum moisture determination will be performed in accordance with ASTM D1557 or D698. The Professional will perform the following:

- preparation of daily field reports,
- observation and verification during site clearing and mass grading,
- observation and testing during backfilling of utility trenches,
- observation and testing during backfilling around retaining walls,
- observation and testing during subgrade preparation and baserock in asphalt and concrete paved areas, and
- observation and testing during asphalt and concrete placement.

Observation and testing will consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the job site.

a. Reinforcing Steel Placement

Prior to the pours, the Professional will inspect the reinforcing steel placement to determine that it is according to plans and specifications. The Professional will check:

- size and spacing of bars,
- location and length of splices,
- clearances,
- cleanliness of bars,
- spacing tolerances, and
- proper support of steel with ties.

b. Concrete Placement

During the pours, the Professional will be on-site continuously, as required by Code, to monitor the placement, including, but not limited to:

- assuring that no bars are displaced during pouring;
- verifying cleanliness of steel;
- confirming the adequacy of placement and vibratory equipment;
- verifying proper delivery rate of concrete and monitor batch times;
- assuring the correct mix is being utilized;
- monitoring slump of each truck;
- recording temperature of air and concrete;
- casting cylinders for compression tests at the specified frequency;
- performing air checks during concrete placement;
- observing anchor bolt/dowel installation operations verifying hole depth, embedment and cleanliness as well as materials and workmanship; and
- assuring that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

2. Compression Testing

The Professional will transport all samples to our laboratory for compression testing in strict accordance with the American Society for Testing and Materials (ASTM) requirements. Compression test reports will be distributed to the appropriate parties. The Professional will conduct compressive strength testing on four specimens as follows:

- 1 specimen will be tested at 7 days,
- 2 specimens will be tested at 28 days, and
- 1 specimen will be tested at 56 days.

3. Asphaltic Concrete Paving

The Professional shall perform inspection and testing pursuant to the provisions of Section 01400. The Professional shall inspect and test base and paving, including, but not limited to:

- compaction and thickness of base according to project specification;
- compaction of asphalt concrete tested with nuclear gauge in accordance with American Society for Testing and Materials (ASTM) D2950. Nuclear density gauge determination will be correlated with density of compacted specimens determined according to ASTM D1188;
- temperature of asphalt concrete just prior to paving; and
- thickness of surfacing by coring when directed by Owner's Representative.

4. Project Management

The Professional will process and submit technical reports to team members in a timely manner. The Professional's Project Manager will also attend progress meetings when testing is a regular discussion topic and any special meetings that might be required. The Professional's Project Manager will communicate immediately with the appropriate project team members if tests or inspections fail to meet specifications and assist with an efficient resolution. Project administrative time will be charged by report. Report turnaround time for Materials Testing from date of sampling / testing to distribution will not exceed 48 hours. Report turnaround time for Special Inspection from date of inspection(s) will not exceed 72 hours.

Additional Services:

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

Exhibit "B"
COMPENSATION

Services required under this Agreement shall not exceed ONE HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS ($189,135.00) based upon the following:

Earthwork Monitoring & Testing	Qty	Unit	Rate	Amount
Atterberg Limits	4	Each	$75.00	$300.00
Percent Passing #200 Sieve	4	Each	$60.00	$240.00
Moisture/Density Relation - Standard	4	Each	$255.00	$1,020.00
Moisture/Density Relation - Modified	1	Each	$300.00	$300.00
Comp Test of Cement Treated Sand	2	Set of 4	$360.00	$720.00
Optimum Lime Content - PI Method	1	Each	$315.00	$315.00
Engineering Technician, RT	1100	Hour	$70.00	$77,000.00
Engineering Technician, OT	0	Hour	$105.00	$0.00
Nuclear Density Device	148	Day	$75.00	$11,100.00
Vehicle Charge	168	Trip	$75.00	$12,600.00
Earthwork Monitoring & Testing Subtotal				**$103,595.00**
Concrete Monitoring and Testing	**Qty**	**Unit**	**Rate**	**Amount**
Field Technician, RT	240	Hour	$70.00	$16,800.00
Field Technician, OT	0	Hour	$105.00	$0.00
Compressive Strength Cylinders	108	Each	$25.00	$2,700.00
Vehicle Charge	48	Trip	$75.00	$3,600.00
Concrete Monitoring and Testing Subtotal				**$23,100.00**
Asphalt Inspection	**Qty**	**Unit**	**Rate**	**Amount**
Field Technician, RT	16	Hour	$70.00	$1,120.00
Field Technician, OT	0	Hour	$105.00	$0.00
Mold Lab Specimens	2	Set	$85.00	$170.00
Bulk Specific Gravity of Lab Molded Samples	2	Set	$75.00	$150.00
Maximum Theoretical Specific Gravity	2	Each	$105.00	$210.00
Stability, Hveem	2	Set	$115.00	$230.00
Asphalt Content	2	Each	$215.00	$430.00
Nuclear Density Device	2	Day	$75.00	$150.00
Vehicle Charge	2	Trip	$75.00	$150.00
Asphalt Subtotal				**$2,290.00**
Project Management	**Qty**	**Unit**	**Rate**	**Amount**
Project Engineer	4	Hour	$175.00	$700.00
Project Manager	211	Hour	$100.00	$21,100.00
Project Administrator	220	Report	$15.00	$3,300.00
Project Management Subtotal				**$25,100.00**

Notes:

1. A minimum of 4 hours will be invoiced for each trip.
2. Overtime for non-engineering personnel will be charged at 1.5 times the personnel rates
3. Overtime will be applicable for (i) all hours before 6:00 a.m. and after $5:00 p.m., (ii) all hours over 8 hours per day, Monday through Friday, and (iii) all hours worked on weekends and holidays.

4. Expedited laboratory testing requested and approved in writing by the City will be charged at 1.5 times the listed rates, unless otherwise agreed.
5. Project management will be invoiced every month at a rate of one hour for every six hours of field services provided. In addition, the Professional will also invoice the Project Manager's time for meetings, site visits, and consultation
6. An administrative fee of $15.00 per report will be invoiced.
7. Rates for field representatives and transportation charges are invoiced on a portal-to-portal basis.
8. Reimbursable expenses are included as part of compensation and shall be billed at the Professional's cost +15% and milage will be billed at the IRS rate.

Exhibit "C"
SCHEDULE

Field testing services will be provided on a call-out basis when scheduled by the City's representative. A minimum of 24-hours' notice is required to schedule Professional's services, although Professional will attempt to meet requests in a shorter time frame. Professional shall perform services throughout and until completion and acceptance by the City Council of all work associated with the Project.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/17/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Second Amendment to the Professional Services Agreement with Guy Engineering Services, Inc., for the Greenbriar Bridge Rehabilitation Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The bridge over Chigger Creek at Greenbriar Avenue is a three-span ninety feet (90') long concrete bridge built in 1984. In November 2025, the City Council approved a Professional Services Agreement with Guy Engineering Services, Inc. ("Guy") for certain engineering services associated with the rehabilitation of the bridge and approaches for Greenbriar Avenue (the "Project"). Thereafter, on May 6, 2026, the City Council amended the agreement to update the scope of work to clarify that the scope was limited to evaluating the existing bridge and developing structural repair recommendations.

This item allows the City Council to authorize the Second Amendment to add some required additional services, including the detailed design of the gabions and expansion joints, coordination with the Galveston County Consolidated Drainage District ("GCCDD"), plan details as required by GCCDD, and limited environmental work related to USACE jurisdictional waterways. Specifically, under this Second Amendment, additional drainage, structural, and environmental elements will be added to the scope. The cost of these required additional services is a lump sum fee of $26,125, which brings the total contract price up to $137,988.08. These required additional services will be performed within 189 calendar days from the City's issuance of a notice to proceed.

The funding source for the additional services will be from the general fund unassigned fund balance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Guy Engineering - Second Amendment
2.	Guy Engineering Form 1295
3.	Guy Engineering Government Code Verification - 2026
4.	Guy Engineering Certificate of Insurance - Exp 05-03-2027

SECOND AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Second Amendment ("Second Amendment") to the Professional Services Agreement between the City of Friendswood (the "City") and Guy Engineering Services, Inc., an Oklahoma corporation (the "Professional"), is made by and between the same parties on the date hereinafter last specified for engineering services associated with the rehabilitation of the bridge and approaches for Greenbriar Ave. over Chigger Creek (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 November 4, 2025, for engineering services related to the Project for ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED SIXTY-THREE AND 08/100 DOLLARS ($111,863.08), inclusive of reimbursable expenses (the "Agreement"); and

WHEREAS, on April 7, 2026, the City and the Professional amended the Agreement to clarify that the services to be performed are for a structural repair options study for the Project, not for final plans (the "First Amendment"); and

WHEREAS, the City and the Professional desire to amend the Agreement again to add (i) a detailed design of the gabions and expansion joints, (ii) coordination with the Galveston County Consolidated Drainage District ("GCCDD"), (iii) plan details as required by GCCDD, and (iv) limited environmental services related to the U.S. Army Corps of Engineers ("USACE") jurisdictional waterways ("Required Additional Services");

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 Second Amendment shall have the same meanings as in the First Amendment and the Agreement.

2. Amendments.
   a. Exhibit A "Scope of Work," Section B "Scope of Services" of the Agreement is hereby amended to add a new subsection to be entitled and numbered Subsection 1.5 "Required Additional Services," which subsection shall read as follows:

EXHIBIT "A"
SCOPE OF WORK

B. SCOPE OF SERVICES

1.5. **Required Additional Services:**
The Professional shall perform or cause to be performed the following Required Additional Services after the City's issuance of a notice to proceed for these additional services:

a. RAS Task 1: Drainage Design
The Professional shall:
(a) prepare drainage plan exhibits for GCCDD and
(b) coordinate with GCCDD. This scope of work includes two plan submittals to the GCCDD and associated revisions.

b. RAS Task 2: Structural Design
The Professional shall:
(a) prepare structural details of the gabion baskets,
(b) prepare expansion joint details, and
(c) provide estimated unit cost for gabions and expansion joints.

c. RAS Task 3: Environmental
The Professional shall:
(a) perform a site review,
(b) provide ordinary high water mark and wetlands markings,
(c) interface with design engineer and the City,
(d) prepare a delineation report in accordance with the USACE manual, and
(e) submit a USACE Nationwide Permit without mitigation.
However, this RAS does not include other environmental studies or mitigation or USACE individual permitting.

b. Exhibit B "Schedule" of the Agreement is hereby amended to add the following schedule for the Required Additional Services:

The Professional shall begin performing the Required Additional Services under this Agreement within ten (10) days of a Notice to Proceed ("NTP") and shall complete the work in accordance with the schedule below:

Required Additional Services Task Description	Calendar Days from NTP
Submit 60% Plans for Review	84 calendar days from NTP
USACE Nationwide Permit	168 calendar days from 60% Plan Review Response (dependent on USACE coordination)
Submit Final Plans for Review	63 calendar days from 60% Plan Review Response
Submit Approved Final Design Package	42 calendar days from Final Plan Review Response

c. Exhibit C "Compensation" of the Agreement is hereby amended to add the following for the Required Additional Services:

Required Additional Services

Required additional services and all reimbursable expenses required for such services under this agreement shall be provided at a lump sum fee of TWENTY-

SIX THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($26,125.00) in accordance with the following schedule:

Required Additional Services	Lump Sum Amount
Structural (Aguirre and Fields)	$8,489.00
Environmental (SMC)	$6,950.00
Drainage (Guy)	$8,328.00
Project Management (Guy)	$2,358.00
Total Lump Sum for Required Additional Services	**$26,125.00**

The portion of the compensation amount billed for the Professional's Required Additional Services will be based upon the Professional's completion of and the City's acceptance of the services required herein; provided that at no time shall the amounts specified herein for each task be exceeded.

3. Entire Agreement. The provisions of this Second Amendment, the First Amendment, and the Agreement shall be read together and construed as one agreement; provided that in the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the First Amendment and/or the Agreement, the provisions of this Second Amendment shall control.

4. Interpretation. This Second 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 Second Amendment.

5. Captions. Captions contained in the Agreement, the First Amendment, and the Second 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 Second 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 Second Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Second Amendment or in the First Amendment or the Agreement shall be construed in any way to limit or to waive the City's governmental immunity.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second 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 18th day of June, 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

Professional:
GUY ENGINEERING SERVICES, INC

BY: _____
(Signature)

Rebecca Alvarez
(Printed Name)

President
(Title)

DATE: June 18, 2026

ATTEST:

_____
(OFFICER OR SECRETARY)

Exhibit "C"
SCHEDULE

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/17/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider approving Change Order No. 6 to the New Ground Storage Tank at Surface Water Plant #1 Project, and authorizing Change Order No. 11 to the Clear Creek Crossing Waterline Installation Project to move unspent ARPA funds from the Clear Creek Crossing Waterline Installation Project to the New Ground Storage Tank at Surface Water Plant #1 Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

To ensure all City American Rescue Plan Act (ARPA) funds are fully expended, this agenda item authorizes the transfer of $34,111.11 in contingency funds from the Clear Creek Crossing Waterline Installation Project (R Construction) to the New Ground Storage Tank at Surface Water Plant #1 Project (Servox, Inc.) due to project closeout. This action results in no net fiscal impact on the City, as funds are being reallocated within existing ARPA project budgets. Grant eligibility and compliance requirements have been reviewed and verified, and the proposed transfer is consistent with ARPA funding guidelines.

The transferred contingency funds will be used for the successful completion of the New Ground Storage Tank at Surface Water Plant #1 Project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1.	00510 - Change Order No. 11 - R Construction
2.	Change Order No. 06 - Contingency Transfer Servox
3.	Servox, LLC Certificate of Insurance - Expires 2-6-2027
4.	Servox Government Code Verification - 2026
5.	Servox Form 1295 - New Ground Storage Tank at Surface Water Plant #1
6.	R Construction LLC - Certificate of Insurance - Exp 05-01-2027
7.	R Construction Form 1295 Cert 101472395
8.	R Construction Govt Code Verifications Form

CHANGE ORDER

CHANGE ORDER No.: 11

PROJECT NAME: Clear Creek Crossing Water Line Installation

PROJECT NUMBER: WS2023.001CONST

TO: R Construction Company, Inc.
PO Box 189
Buffalo, Texas 75831

Proposed Change:	Add	Deduct
Transfer Contingency Funds to the New Ground Storage	$	$34,111.11
Tank at Surface Water Plant #1 Project (Servox LLC)	$	$
Project Contingency Closeout	$	$
	$	$
	$	$
Request For Time Change		

Original Contract Amount:	$4,367,509.00	Original Contract Time:	190 Day
Net Previous Change Orders:	$622,959.19	Net Previous Time Changes:	41 Day
Total Contract Amount:	$4,990,468.19	Total Time Amount:	231 Day
This Change Order Amount Adds:	$0.00	This Change Order Time Adds:	_____
This Change Order Amount Deducts:	$34,111.11	This Change Order Time Deducts:	_____
New Contract Amount:	$4,956,357.08	New Contract Time:	231 Day

We, the undersigned, enter to agreement on the change of Contract Price and/or change in Contract Time.

_____ 6-24-2026

R Construction Company, Inc. Date

_____ _____

Morad Kabiri Date
City Manager
City of Friendswood

END OF DOCUMENT

CHANGE ORDER

CHANGE ORDER No.: 06

PROJECT NAME: New Ground Storage Tank at Surface Water Plant #1

PROJECT NUMBER: WTR2023.006CONST

TO: Servox LLC
21302 Provincial Blvd. Suite A
Katy, Texas 77450

Proposed Change:	Add	Deduct
Transfer Contingency Funds From the Clear Creek Crossing	$34,111.11	$
Water Line Installation Project (R Construction) to the	$	$
New Ground Storage Tank at Surface Water Plant #1 (Servox LLC)		
Clear Creek Crossing Project closeout contingency balance	$	$
	$	$
	$	$
Request For Time Change		

Original Contract Amount:	$4,401,136.53	Original Contract Time:	415 Day
Net Previous Change Orders:	$569,713.32	Net Previous Time Changes:	_____
Total Contract Amount:	$4,970,849.85	Total Time Amount:	415 Day
This Change Order Amount Adds:	$34,111.11	This Change Order Time Adds:	_____
This Change Order Amount Deducts:	$0.00	This Change Order Time Deducts:	_____
New Contract Amount:	$5,004,960.96	New Contract Time:	415 Day

We, the undersigned, enter to agreement on the change of Contract Price and/or change in Contract Time.

Francisco Naranjo — 6/23/26

Servox LLC — Date

Morad Kabiri — Date
City Manager
City of Friendswood

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/17/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider accepting the Clear Creek Crossing Waterline Installation Project and authorize the commencement of the contractor's one-year maintenance period.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item accepts the Clear Creek Crossing Waterline Installation Project (the "Project") and authorizes the commencement of R Construction Civil, LLC's (the "Contractor") one-year maintenance period.

City staff inspected the Project and found it to be built in compliance with the contract specifications and City requirements. As such, the City accepts the project and allows for the commencement of the Contractor's maintenance period. During this time, the City will hold the Contractor's one-year maintenance bond until such time as any and all project deficiencies are remedied per staff directions. Upon the completion of this period, the City will take full ownership of the project and the remaining bond will be released to the Contractor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1.	C-626 - Notice of Acceptability of Work - Garver
2.	One Year Maintenance Bond - 24 in CCC
3.	00620 - Notice of Final Completion _24in CCC
4.	Consent of Surety - Clear Creek Crossing

NOTICE OF ACCEPTABILITY OF WORK

Owner:	**City of Friendswood**	Owner's Project No.:	**2024-11**
Engineer:	**Garver**	Engineer's Project No.:	**21W09001**
Contractor:	**R Construction Civil, LLC**		
Project:	**24-Inch Clear Creek Crossing Waterline Installation**		
Notice Date:	**05/12/2026**	Effective Date of the Construction Contract:	**4/8/2025**

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated September 13, 2021 ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: Bonnie Tai

Name *(printed)*: Bonnie Tai, PE

Title: Assistant Project Manager

EJCDC® C-626, Notice of Acceptability of Work.
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NOTICE OF FINAL COMPLETION

PROJECT NAME: 24” Clear Creek Crossing
ATTN: Brody Maedgon, PE
PO Box 189
Buffalo, TX 75831

1.1 DATE OF FINAL COMPLETION

On May 13, 2026 the Engineering Department received notification that the Contractor, R Construction Civil, LLC, wished to declare the Work on the above referenced project being complete and all the Work being acceptable to the City.

A site visit was carried out on May 18, 2026 by the City to ascertain the compliance of the Work with the Contract for Final Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the Contractor.

1.2 PUNCH LIST

Contractor certified in Contractor’s Certification of Final Completion that all Punch List items were completed or corrected.

The Project Manager scheduled a review of punch list items on May 18, 2026 and the project is now considered to be complete since those items on the punch list have been corrected or otherwise brought into compliance with the Contract and that such correction has been demonstrated to the City.

Failure by the City to identify incomplete work items or requirements of the Contract prior to issuance of this Certificate shall not relieve the Contractor of the responsibility to comply with all provisions of the Contract.

1.3 ONE-YEAR MAINTENANCE PERIOD

With the issuance of this Notice, the project is considered and accepted as Final and that the Contractor’s warranty period of one (1) year began on the date of City *Council’s* acceptance, or as stated in the contract if different, and shall remain in effect until July 6th, 2027. The Contractor shall provide the City with a One-Year Maintenance Bond in the amount of $4,852,765.66 for Public Infrastructure to secure this warranty. All corrective activities conducted by the Contractor, his forces, subcontractors, and suppliers under the One-Year Maintenance period, shall comply with the City’s operational schedule and shall in no way interfere with, impinge, or prevent the City’s use of the project or benefit from its service. Any corrective actions that may require the temporary shutdown of any part or component of the project shall be reported in writing, scheduled, and approved by the City’s operational staff at least twenty-four (24) hours prior to conducting that work.

At the end of the One-Year Maintenance Period, it is incumbent on the Contractor to contact the City to schedule a One-Year Maintenance walk-through. At that time, a list of deficient items shall be given to the Contractor who shall remedy the items in an expeditious manner. The One-Year Maintenance Bond shall be written so as to remain in effect until completion of all items and a Certificate of One-Year Maintenance Acceptance is issued to the Contractor and to the bonding company.

Contractor shall contact the City's Public Works staff at 281-996-3380 for scheduling any corrective or warranty work on the project. The Engineering Department retains administrative control of the project and all questions regarding approval of corrective work or payment for that work shall be directed to 281-993-3411.

1.4 ACCEPTANCE OF THE WORK

Based on inspection and to the best of our knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract and we recommend acceptance of the Work by City Council.

Notwithstanding the City's acceptance of the Work, nothing herein shall serve to waive or otherwise extinguish any outstanding claims on the City's part for recovery of Liquidated Damages pursuant to Article IV of the Contract, all such claims being hereby reserved.

1.5 RECOMMENDATION BY STAFF



05/16/2026

Michael D. Medwedeff, CFM — Date
Assistant Director of Engineering - Projects
City of Friendswood



6/22/26

Jildardo Arias, PE, CFM, ENV SP — Date
Director of Engineering
City of Friendswood

1.6 ACCEPTANCE OF PROJECT

Notice was given to the City Council of the recommendation by City Staff to accept 24" Clear Creek Crossing as final and complete. The City Council on July 6th, 2026, voted to accept the Work; the Project is hereby deemed final and complete; and authorizes the City Manager to sign this Notice of Final Completion as acceptance of the above listed Project.

Morad Kabiri, PE, AICP — DATE

City Manager
City of Friendswood

ATTEST:

Raquel Martinez, TRMC
City Secretary
City of Friendswood

DATE

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/17/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the final acceptance of Riverstone Montessori Infrastructure Improvements Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the final acceptance of the Riverstone Montessori Infrastructure Project (the "Project"). The work has been completed and inspected. All work conforms to City specifications, and the contractor, Crystal Creek Developers 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.	Crystal Creek Developers Maintenance Bond
2.	Crystal Creek Developers Release of Bond

RELEASE OF BOND

Date: July 06, 2026
PROJECT NAME: Montessori Infrastructure Improvements Project

TO: Crystal Creek Developers, LLC
Attn: William L. White
907 S Friendswood #220
Friendswood, TX 77546

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 July 06, 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 National Bonding, Inc, P.O. Box 14498, Des Moines, IA 50306, 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: July 6, 2026

Date submitted: 06/05/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a contract with Construction Masters of Houston, Inc., for the Blackhawk Precast Perimeter Wall Replacement Project through the Harris County Department of Education Choice Partners Cooperative Contract No. 24/018MR-03.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Blackhawk Precast Permiter Wall Replacement Project (the "Project") is a turnkey tract project for the replacement of an eight-foot concrete wall at the City's Blackhawk Facility. The new wall will be an 8-foot-tall decorative concrete wall (stacked-stone look) for a total length of about 780 linear feet. Since this is a turnkey contract, all materials and equipment, delivery, freight, installation labor, and all other costs necessary to complete the job are included in the contract price of $225,221.19. Upon acceptance of the Project, the two-year warranty period will commence. This item allows Council to authorize the City to enter into this job order contract with Construction Masters of Houston, Inc., through the Harris County Department of Education Choice Partners Cooperative Contract No. 24/018MR-03 and the associated supplemental contract for the Project. The funding source will be split between the general fund unassigned fund balance and the water and sewer fund working capital.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Supplemental Contract - Blackhawk Precast Permimeter Wall Replacement Project
2.	09 24-018MR Construction Masters Contract
3.	Form 1295 - Blackhawk Precast Permimeter Wall Replacement Project
4.	Payment Bond - Blackhawk Precast Permimeter Wall Replacement Project
5.	Performance Bond - Blackhawk Precast Permimeter Wall Replacement Project
6.	Government Code Verification Form
7.	Certificate of Insurance - CGL, BAP, Builders Risk & Umbrella
8.	Certificate of Insurance - WC

SUPPLEMENTAL CONTRACT BETWEEN CITY AND CONTRACTOR FOR THE BLACKHAWK PRECAST PERIMETER WALL REPLACEMENT PROJECT THROUGH THE HARRIS COUNTY DEPARTMENT OF EDUCATION CHOICE PARTNERS COOPERATIVE CONTRACT NO. 24/018MR-03

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Supplemental Contract (the "Contract") is entered into by and between the City of Friendswood (the "City") and Construction Masters of Houston, Inc., a Texas corporation (the "Contractor") for the Blackhawk Precast Perimeter Wall Replacement Project located at 15355 Blackhawk Blvd, Friendswood, Texas 77546 (the "Project").

1. **SCOPE OF WORK:** This scope of work for the Project shall entail all work necessary for the Project, and includes all materials, equipment, freight, delivery, installation, labor, supervision, travel, mileage, dumpster, haul-off, disposal, cleanup, and other costs necessary to complete the Project. The scope of work includes, but is not limited to, the following:

8 ft. Concrete Wall Replacement
- Overall Length: 780 l/f. (8 ft. height)
- Panel Length: 13'6" ft. (with column 15 ft. o/a length)
- Height: 8 ft.
- Column Size: 18" X 18"
- Pattern: Stacked Stone.
- Footings: 8 ft. wall: 24" diameter X 8 ft. deep with W4 X 13 I beam (4 ft. in 4 ft. out)
- Column caps: pyramid design.
- base color.
- highlight colors.
- Mark underground utilities
- 2-year all-inclusive warranty.
- Includes mobilization
- Includes soil report & engineering design.
- Tear and haul off existing precast fence and concrete mow strip.
- Includes temporary fence for the duration of the Project.

2. **PROJECT COST**: The Contractor shall perform the scope of work for a contract price not to exceed TWO HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED TWENTY-ONE AND 19/100 DOLLARS ($225,221.19) (the "Contract Price") as detailed in Contractor's Job Order Contracting Proposal dated July 25, 2025.

Extended Total Including Overhead and Profit from RS Means	$251,030.90
Total of Non Pre-Priced Line Items	
Construction Masters Standard Coefficient (88%)	$(30,123.71)
Project Price Subtotal	$220,907.19
Performance and Payment Bonds (pass-thru cost)	$4,314.00
Permitting (pass-thru cost)	
Total Job Order Contract Price	**$225,221.19**

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. Addenda to this Contract,
   b. this Contract,
   c. Plans and Specifications approved by the City,

d. Performance and Payment Bonds,
e. HCDE/CP Contract No. 24/018MR, and
f. Contractor's Job Order Contracting Proposal dated April 21, 2026.
(collectively the "Contract Documents").

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

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 work shall commence as soon as possible, but no later than ten (10) calendar days from the date specified in the written notice to proceed. The work will be complete within sixty (60) calendar days (including weekends and holidays) from the commencement date specified in the notice to proceed (the "Contract Time"). Time is of the essence in this Contract and the date of beginning and the date for final completion of work as specified in this Contract are essential conditions of this Contract. Contractor has submitted its quote in full recognition of the time required for the completion of this work, taking into consideration all factors, including, but not limited to, the average climatic range, industry conditions, and liquidated damages. At final completion of the work, a certificate of final completion shall be issued by the City's Representative.

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 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 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. The City Manager of the City has been granted general authority to approve change orders of up to 25% of the Contract Price.

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

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

11. **LIQUIDATED DAMAGES:** The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work is not completed within the times specified in Section 5, plus any extensions thereof allowed in accordance with Section 15 of this Contract. The City and the Contractor also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City FIVE HUNDRED AND NO/100 DOLLARS ($500.00) for each day that expires after the time specified in Section 5 for final completion until the work is complete and accepted by the City's Representative.

12. **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.

13. **INDEMNITY AGREEMENT:**

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

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

a. **Coverages Required.** The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

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

(1) Commercial General Liability
- General Aggregate: $2,000,000
- Products & Completed Operations Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Per Occurrence: $1,000,000
- Fire Damage $500,000
- Waiver of Subrogation required
- Coverage shall be broad form
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

(2) Business Automobile Policy
- Combined Single Limits: $1,000,000
- Coverage for "Any Auto"
- Waiver of Subrogation required.

(3) Workers' Compensation
- Statutory Limits
- Employer's Liability $500,000
- Waiver of Subrogation required.

b. **Requirements for Coverages.** The following shall be applicable to all policies of insurance required herein:
(1) Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
(2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
(3) Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
(4) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to the City.
(5) The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation Policy required herein.
(6) Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
(7) Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
(8) All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Contractor. The Contractor shall provide copies of insurance policies and endorsements required hereunder to the City on or before the Effective Date of this Contract.

15. 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.

16. 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.

17. **MATERIALS:**
   a. Materials or work described in words which when so applied have well-known technical or trade meanings shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with the Contract Documents and recognized industry standards.
   b. Materials and supplies utilized in the final product that will be turned over to the City shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer.
   c. No refurbished, reconditioned or other previously utilized materials or supplies will be used without the signed authorization of the City.
   d. Where the product is to be turned over to the City, the Contractor may utilize substitutes of equal quality and function as provided for in the specifications.
   e. The City shall have the full and final decision over the use of substitute materials and supplies.
   f. The Contractor shall certify to the City that all materials installed are free from asbestos-containing material.

18. **WORK STOPPAGE:** The City or the City's Representative shall have the right to order the work of the Contractor or any subcontractor wholly or partially stopped immediately under any one or more of the following conditions:
   a. the work may be ordered stopped immediately if, in the judgment of the City or the City's Representative, any of the materials furnished or the work being done is not in strict accordance with this Contract;
   b. the work may be ordered stopped immediately until any objectionable person or material is removed from the premises; or
   c. the work may be ordered stopped immediately if any portion of the work is being performed so as to create a hazardous condition.

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

19. **REJECTED WORK:** The City or the City's Representative, in its discretion, may reject any and all work that is found to be defective or deemed not in conformity with this Contract. The City or the City's Representative may reject said work or any portion thereof regardless of the stage of its completion or time or place of discovery of such errors. Further, the City or the City's Representative may reject said work regardless of whether the City or the City's Representative has previously accepted the work through oversight or otherwise. Neither observations by the City or the City's Representative nor inspections, tests, certificates or approvals made by the City or the City's Representative, or persons authorized under this Contract to make such inspections, tests, certificates or approvals, shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of this Contract and the other Contract Documents. In the event that any work or any part thereof is rejected by the City or the City's Representative, the Contractor shall, at its sole expense and after receipt of written notice thereof from the City or the City's Representative, remove such material and rebuild or otherwise remedy such work so that it shall be in full compliance with this Contract and the other Contract Documents, as follows:
   a. At the option of the City, the Contractor may be required to remedy such work so that it shall be in full compliance with this Contract. As soon as possible, but not later than seven (7) calendar days after receipt of notice from the City or the City's Representative or such other period of time specified by the City's Representative in writing, the Contractor shall, at its sole expense, replace or repair all rejected work or materials so as to conform with this Contract.
   b. If the City or the City's Representative in its discretion deems it inexpedient to correct work damaged or not done in accordance with this Contract, an equitable deduction for the Contract Price may be made by the City.
   c. If the Contractor does not remove or replace any rejected work within the time specified in subsection a hereof, then the City or the City's Representative may have the work removed, replaced or repaired at the Contractor's expense.

20. **SUBCONTRACTORS:** The Contractor shall retain personal control and give its personal, utmost attention to the faithful prosecution and completion of the work and fulfillment of this 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.

21. **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.

22. **WITHHOLD PAYMENT AND CONTRACTOR'S PAYMENT:** Regardless of any bond, the City may, on account of subsequently discovered evidence, withhold payment or nullify the whole or part of any acceptance or certificate to such extent as may be necessary to protect the City from loss on account of:

a. Defective work or work that is not in strict accordance with the terms of this Contract, the specifications, or the other Contract Documents;
b. Claims filed or reasonable evidence indicating probable filing of claims, as determined at the sole discretion of the City;
c. Failure of the Contractor to make prompt payments to subcontractors or for material or labor or materialmen;
d. Claims filed or reasonable evidence, as determined at the sole discretion of the City, of damage to another Contractor or a third party;
e. Reasonable doubt, as determined at the sole discretion of the City, that the work can be completed for the unpaid balance of the Contract Price;
f. Reasonable indication, as determined at the sole discretion of the City, that the work will not be completed within the Contract Time;
g. Liquidated damages and administrative charges, as determined by the City at its sole discretion;
h. Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property;
i. Claims filed or reasonable evidence as determined at the sole discretion of the City indicating unremedied damage to property owned by the City; or
j. Other amounts authorized under this Contract.

Whenever the Contractor and/or its surety is required to make a payment under this Contract, it is expressly understood and agreed that such payment shall be due within fifteen (15) days after receipt of an invoice therefor unless expressly stated otherwise. Payments required by Contractor and/or its surety which are not timely made shall accrue interest at a rate of one percent (1%) per month.

23. **CHARGES FOR INJURY OR REPAIRS:**

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

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

24. **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.

25. **BONDING:** Both the Contractor and the City agree that the Contractor will furnish separate performance and payment bonds each in the sum of one hundred percent (100%) of the total Contract Price, in such forms as the City shall approve for this purpose, guaranteeing faithful performance of the Contract. It is agreed that this Contract shall not be in effect until such bonds are furnished and approved by the City. The cost of the premium for the bonds has been included in the Contractor's quote.

The bonds shall be executed by the Contractor and by a corporate surety, the qualifications of which shall be as required below. The bonds required herein shall remain in effect throughout the term of this Contract and for a period of two (2) years after the completion of the work and shall be extended for any warranty work to cover the warranty period. If at any time during the execution of this Contract or in the required period thereafter, the bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bonds, which bonds shall assure performance, payment, or maintenance as required. Such replacement bond(s) shall be issued by a surety acceptable to the City.

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

26. **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.

27. **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.

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

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

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

29. **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.

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

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

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

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

31. **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.

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

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

a. The City may employ such force of men and use such machinery, equipment, tools, materials, and supplies as the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and expense so charged shall be deducted and paid by the City out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Contract. In case such expense is less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, then the Contractor and/or its surety hereby waives any and all privileges, rights, and claims to receive the difference. In case such expense is greater than the sum which would have been payable under this Contract if the same had been completed by the Contractor, then the Contractor and/or its surety shall, within seven (7) calendar days, pay the amount of such excess to the City.
b. the City, under sealed bids, after notice published as required by law at least twice in a newspaper having general circulation in the City, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Contract. In case any increase in cost to the City under the new contract as compared to what would have been the cost under this Contract, such increase shall be charged to the Contractor, and the surety shall be and remain bound therefor. However, should the cost to complete any such new contract

prove to be less than what would have been the cost to complete under this Contract, the Contractor and/or its surety hereby waives any and all privileges, rights and claims to such excess.

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

34. **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.

35. **MISCELLANEOUS:**

a. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
b. The City and the Contractor each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
c. The Contractor agrees to warranty the work for a period of two (2) years from completion of the Project against defects in materials and workmanship. The Contractor agrees to immediately repair or replace any defective work within this warranty period unless such repairs require a long lead time, materials and equipment; in which case the Contractor shall provide an agreeable schedule for repairs at no additional cost to the City.
d. The Project will be completed according to the Contract Documents and in accordance with codes, ordinances, and construction standards of the City of Friendswood, and all applicable laws, codes and regulations of governmental authorities.
e. In the event any notice period required under the Contract Documents is found to be shorter than any minimum period prescribed by applicable law, the notice period required shall be construed to be the minimum period prescribed by applicable law.
f. This Contract and the Contract Documents, insofar as they relate in any part or in any way to the work undertaken therein, constitute the entire agreement between the parties hereto, and it is expressly understood and agreed that there are no agreements or promises by and between said parties, except as aforesaid, and that any additions thereto or changes shall be in writing.
g. The provisions of this Contract shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and the intent of the parties; but if for any reason any provision is unenforceable or invalid, such provisions shall be deemed severed from this Contract and the remaining provisions shall be carried out with the same force and effect as if the severed provision had not been part of this Contract.
h. The headings of the paragraphs are included solely for the convenience of reference; and if there is any conflict between the headings and the text of the Contract Documents, the text shall control.
i. The waiver of any breach hereof shall not constitute a waiver of any subsequent breach of the same or any other provision hereof. Failure by the City in any instance to insist upon observance or performance by the Contractor shall not be deemed a waiver by the City of any such observance or performance. No waiver will be binding upon the City unless in writing and then will be for the particular instance only. Payment of any sum by the City to the Contractor with knowledge of any breach or default will not be deemed a waiver of such breach or default or any other breach or default.

j. The Contractor acknowledges that the City (through its employee handbook) considers the following to be misconduct that is grounds for termination of an employee of the City: Any fraud, forgery, misappropriation of funds, receiving payment for services not performed or for hours not worked, mishandling or untruthful reporting of money transactions, destruction of assets, embezzlement, accepting materials of value from vendors or subcontractors, and/or collecting reimbursement of expenses made for the benefit of the City. The Contractor agrees that it will not, directly or indirectly, cause an employee of the City to engage in such misconduct.

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

l. Any legal proceedings filed by either party shall be solely and exclusively initiated, filed, tried and maintained in the state court located in Galveston County, Texas. The parties each expressly and irrevocably waive any right otherwise provided by any applicable law or legal rule or principle to remove the matter to any other state venue or to a federal venue, consent to the jurisdiction of such state courts in any such legal proceeding, and waive any objection such party may have to the laying of the jurisdiction of any such legal proceeding.

m. Nothing contained in this Contract or any of the Contract Documents shall be deemed to limit or waive the sovereign immunity of the City.

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

o. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. The persons executing this Contract hereby represent that they have authorization to sign on behalf of their respective entities.

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

q. The Contractor may not assign or otherwise transfer this Contract or any rights or obligations hereunder without the prior written consent of the City.

r. This Contract shall inure to the benefit of and be binding upon the Contractor and its successors and assigns.

s. It is understood and agreed that this Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

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

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

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

CONSTRUCTION MASTERS OF HOUSTON, INC.

(Signature)

JUSTIN DAVIS

(Printed Name)

PRESIDENT

(Title)

STATE OF TEXAS §

Brazoria §

COUNTY OF ~~GALVESTON~~ §

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

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 28th day of May, 2026.

Marjorie Carns

Notary Public in and for the State of Texas

My commission expires: 9/26/29

MARJORIE CARNS
Notary Public, State of Texas
Comm. Expires 09-26-2029
Notary ID 123997309

EXECUTION OF OFFER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies:

1. It is a responsible company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement. *See* 2 CFR § 200.318(h).
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Proposer acknowledges that HCDE will rely on such statements, information, and representations in selecting the successful responsible Proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by HCDE and its membership as part of the evaluation.
7. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Proposer.
9. Proposer acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
10. This Agreement is subject to purchase orders duly authorized and executed by HCDE and or CP Member.

CORPORATE NAME:	Construction Masters of Houston, Inc.		
AUTHORIZED SIGNATURE:	Justin Davis		
PRINT NAME:	Justin Davis		
TITLE:	President		
DATE:	11/28/23		
ADDRESS:	3908 3rd St.		
CITY, STATE, ZIP CODE:	Pearland, TX 77581		
PHONE:	281-997-2640	**FAX:**	281-485-4702
EMAIL ADDRESS:	justin@cmhou.com		
WEBSITE URL	www.cmhou.com		

This Section to be Completed by HCDE

Contract Number: 24/018MR-03 Term of contract: 01/17/2024 to 01/16/2025

Vendor shall honor all CP Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

Approved by Harris County Department of Education as a best value, responsible vendor:

Jesus Amezcua
Jesus Amezcua (Jan 23, 2024 17:31 CST)

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services

01/17/2024
Board Approval Date

5.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this CSP and are part of the terms and conditions of each Purchase Order, Job Order, or proposal forms issued in connection with this CSP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by HCDE/CP and eliminated from further consideration.

CONTRACT BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION AND
CONSTRUCTION MASTERS OF HOUSTON, INC
FOR
JOB ORDER CONTRACTING, IDIQ PUBLIC WORK,
MINOR CONSTRUCTION, MAINTENANCE, AND RENOVATION WORK

This Contract is entered into between HCDE/CP and Vendor, having submitted a proposal in response to this CSP issued by HCDE/CP and whose proposal has been accepted and awarded by HCDE. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCDE/CP and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

5.1 **Definitions**
The terms used in this Contract shall have the meanings assigned to them in Section 1.0 Notice of Intent of the CSP.

5.2 **Use of Contract by CP members**
Vendor agrees and understands that this CSP and Contract may be used to accomplish work for HCDE/CP, a local governmental entity. Vendor further agrees and understands that this CSP and Contract may also be utilized by CP members pursuant to the piggyback method, as contemplated in the U.S. Department of Agriculture Memorandum SFSP02-2017. Vendor agrees and understands that CP members include "school food authorities," as that term is defined by USDA/TDA.

5.3 **Contract Terms; Amendment**
The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the CP member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.4 **Term of Contract; Renewal of Contract**
The initial term of this Contract is for a period of one (1) year, with HCDE/CP having the option to renew the Contract for three (3) additional one-year terms, at HCDE's sole discretion, unless otherwise specified in **Section 6.0 Scope of Proposal**. Consequently, the total term of the Contract may be for a period of **four (4)** years. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

5.5 **Termination of Contract; Survival**
This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of HCDE/CP and Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by HCDE and/or CP members and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a CP member, all terms of this Contract shall continue to apply to the Supplemental Contract.

In the event of a breach or default of the Contract and/or the CSP by Vendor, HCDE/CP 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 HCDE/CP and/or CP members. HCDE/CP further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the CSP, this Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the CSP. HCDE/CP also reserves the right to terminate the Contract immediately, with written notice to Vendor, if HCDE/CP believes, in its sole discretion that it is in the best interest of HCDE/CP and/or CP members to do so.

In the event that a material change to the terms of the Contract occurs, then the Contract shall be allowed to expire and shall not be renewed upon the conclusion of the Contract's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor. Upon the expiration of the Contract's term, HCDE/CP may issue a new CSP for the goods or services procured under the previous contract.

Vendor agrees that HCDE/CP shall not be liable for damages in the event that HCDE/CP declares Vendor to be in default or breach of this Contract and/or the CSP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

5.6 **Prevailing Wage Rates – Construction / public works projects only**

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, TEX. GOV'T. CODE Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the DAVIS-BACON ACT. In the event TEX. GOV'T. CODE Chapter 2258 applies to a product or service provided by Vendor to HCDE/CP or a CP member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by HCDE/CP or the CP member.

5.7 **Change Orders**

Pursuant to TEX. EDUC. CODE § 44.0411(a), for HCDE/CP and CP members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Purchase Order or Job Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the CP member may approve change orders making the changes. The total Purchase Order or Job Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The CP member may grant general authority to an administrative official to approve the change orders. A Purchase Order or Job Order with an original contract price of $1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order or Job Order with an original contract price of less than $1 million increases the contract amount to $1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

5.8 **Compliance with Laws**

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5; the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of $10,000); the Education Department General Administrative

Regulations ("EDGAR")/Uniform Guidance (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to HCDE/CP and/or CP members, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with HCDE/CP if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the CP member at cost as part of the Purchase Order, unless the permits are provided by the CP member. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the CP member's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. The states of individual CP members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements. When required or requested by HCDE/CP or a CP member, Vendor shall furnish HCDE/CP and/or the CP member with satisfactory proof of Vendor's compliance with this provision.

5.9 **Confidentiality**

Vendor and HCDE/CP agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and HCDE/CP understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that HCDE/CP and numerous CP members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability HCDE/CP and CP members, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, HCDE, or a CP member and determined by HCDE/CP or the CP member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

5.10 **Performance and Payment Bonds – Construction / public works projects only**

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order or Job Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. TEX. GOV'T. CODE §§ 2253.001(4); 22269.411. Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a Purchase Order is in excess of $100,000 for CP members that are governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order or Job Order is in excess of $25,000 for CP members that are governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Purchase Order or Job Order is in excess of $50,000 for CP members that are governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the TEX. TRANSP. CODE.

5.11 **Title and Risk of Loss**

Whenever HCDE/CP or a CP member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of HCDE/CP or the CP member's acceptance of the product or payment of the applicable invoice.

5.12 **Warranty Conditions**

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's or the CP member's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including,

without limitation, those detailed in the CSP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the CSP, or Purchase Order.

5.13 **Criminal History Review**

Section 10.0 Attachment–Ch. 22 Contractor Certification: Contractor Employees (Required) must be submitted with packet, if applicable.

Prior to commencing any work under the Contract, if Vendor contracts with HCDE/CP member to provide services, Vendor must comply with all requirements relating to criminal history information required by TEX. EDUC. CODE Chapter 22. Vendor must also ensure subcontractors' compliance with TEX. EDUC. CODE, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at HCDE/CP member locations; Vendor and any subcontracting entity may not permit a "covered employee" to provide services at a school if the employee has a "disqualifying criminal history" (as those terms are defined within the form). If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify HCDE/CP member in writing within three (3) business days. If HCDE/CP member, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE/CP member through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on HCDE/CP member's project/contract. The criminal history record information review obligation applies if Vendor contracts with HCDE/CP member to provide services; it does not apply to a contract for the purchase of goods or real estate.

5.14 **Customer Support**

Vendor shall provide timely and accurate technical advice and sales support to HCDE/CP staff, and CP members. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to HCDE/CP staff and/or CP members regarding products and/or services supplied by Vendor, at no additional charge, if requested by HCDE/CP or a CP member.

5.15 **HCDE/CP and/or CP Members' Property**

In the event of loss, damage, or destruction of any property owned by or loaned by HCDE/CP or a CP member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify HCDE/CP or the CP member and pay to HCDE/CP or the CP member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of HCDE's or the CP member's determination of the amount due. If Vendor fails to make timely payment, HCDE/CP or the CP member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by HCDE/CP or the CP member.

5.16 **Tax Exempt Status**

HCDE/CP and all CP members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE§ 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of CP members in states other than Texas. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. HCDE/CP and CP members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

5.17 **Other State Tax Requirements**

5.17.1 Payment of Taxes by CP members Outside of Texas

CP members outside of Texas will pay only the rate and/or amount of taxes identified in Vendor's proposal submitted in response to the CSP as appropriate to the specific CP member.

5.17.2 State and Local Transaction Privilege Taxes

The CP member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from HCDE/CP and/or the CP member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

5.18 **State of Texas Franchise Tax**

By submitting a proposal in response to the CSP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

5.19 **Tax Responsibilities of Vendor and Indemnification for Taxes**

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold HCDE/CP and the CP member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

5.20 **IRS W-9**

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the CP member.

5.21 **Assignment of Contract**

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HCDE/CP and, if applicable, the CP member.

5.22 **Notification of Material Change**

Vendor is required to notify HCDE/CP when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

5.23 **Performance**

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order, or Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

5.24 **Subcontractors**

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to HCDE/CP and CP members for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between HCDE/CP and any such subcontractor, nor shall it create any obligation on the part of HCDE/CP or CP members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

If Vendor uses subcontractors in the performance of any Purchase Order or Job Order issued as a result of a Job Order Contract awarded via this procurement solicitation, subcontractors must issue their Job Order Quotes using the same pricing method(s) outlined in the procurement solicitation and according to Texas Government Code Chapter §2269, Subchapter I, Job Order Contracts Method.

5.25 **Non-Appropriation**

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on HCDE/CP or any CP member by this Contract, HCDE/CP and CP members shall have the right to terminate this Contract, any Supplemental Contract, Purchase Order, and/or Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of HCDE/CP or any CP member if it is determined by HCDE/CP or any CP member, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, any Purchase Order, and/or any Job Order are commitments of the current revenue of HCDE/CP and CP members only.

5.26 **Ordering Procedures**

Purchase Orders/Job Orders are issued by HCDE/CP and/or CP members to the Vendor according to this Contract and any Supplemental Contract between HCDE/CP and the CP member. CP members must send Purchase Orders/Job orders to HCDE/CP, unless otherwise stipulated by HCDE/CP. HCDE/CP may request confirmation of receipt of the Purchase Order/Job Order from Vendor.

HCDE/CP also may elect to require e-commerce functionality, in which Purchase Orders/Job Orders are sent directly to Vendor and reported by the CP member to HCDE/CP on a specified basis. The e-commerce approach must be approved by HCDE/CP prior to the start date of any Term of the Contract.

5.27 **Invoices; Payments**

5.27.1 Invoice Submission

Vendor shall submit invoices, in duplicate, directly to HCDE/CP or the CP member at the appropriate location(s) specified by HCDE/CP or the CP member. Each invoice shall include HCDE's or the CP member's Purchase Order/Job Order number and HCDE/CP Contract Number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during HCDE's or the CP member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of HCDE's or the CP member's receipt shall be made available upon request by HCDE/CP or the CP member.

5.27.2 Invoice Payment

HCDE/CP or the CP member will make payments directly to Vendor. HCDE/CP or the CP member placing the Purchase Order/Job Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. Neither HCDE/CP nor any CP member shall be liable for the indebtedness of any one CP member.

5.27.3 Payment Terms

TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by HCDE/CP and any CP member whose governing body meets only once a month or less frequently, within forty-five (45) days after the later of the following: (1) the date HCDE/CP or the CP member receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HCDE/CP or the CP member receives an invoice for the products or service. For CP members whose governing bodies meet more than once a month or more often, payments are due by those CP members within thirty (30) days after the later of the following: (1) the date the CP member receives product(s) under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the CP member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of the payment received from HCDE/CP or the CP member not later than the tenth (10th) day after the date the Vendor receives the payment from HCDE/CP or the CP member.

The exceptions to payments made by HCDE, a CP member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

5.27.4 Remedies

In addition to all other rights and remedies that HCDE may have, HCDE shall have the right to setoff, against any and all amounts due to Vendor by HCDE, whether due under this Contract or any other agreement between HCDE (including any division of HCDE) and Vendor, any sums for which HCDE is entitled to under this Contract, as determined by HCDE in its sole discretion, including, without limitation, sums due by Vendor to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE/CP Administrative Fee(s).

5.28 **Reporting**

The Vendor shall provide HCDE/CP with a detailed monthly report showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel format, in the format and with the information specified by HCDE/CP. Reports are due on the fifteenth (15) day of the month, after the close of the previous month and shall provide information regarding Purchase Orders/Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all CP members and submitting one (1) consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order/Job Order, Purchase Order/Job Order number, CP member name, city/town, and Purchase Order total dollar amount.

The Vendor shall provide HCDE/CP with velocity/usage reports within five (5) business days of any request by HCDE/CP for such reports.

Reports shall be submitted in an electronic format to facilityreporting@choicepartners.org.

5.29 **Pricing Changes**

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. In the event Proposer's prices will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All pricing submitted to HCDE/CP in Vendor's proposal shall include the administrative fee to be remitted to HCDE/CP by Vendor. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CP. For all pricing changes, including at renewal and during the Term, all price changes shall be presented to HCDE/CP for acceptance or rejection by HCDE/CP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by HCDE/CP prior to taking effect.

The following documentation shall be provided to support a request for a price change:

5.29.1 justification for change/increase
5.29.2 terms and conditions
5.29.3 market conditions
5.29.4 manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

5.30 **HCDE/CP Administrative Fee**

HCDE/CP will invoice Vendor for the HCDE/CP Administrative Fee of 2%. HCDE/CP reserve the right to decrease the Administrative Fee at any time, upon notice to Vendor. The invoice for the Administrative Fee will be based on total sales made through this Contract. Vendor shall remit payment of the HCDE/CP Fee to HCDE/CP no later than thirty (30) days following the end of the month. Failure to pay the HCDE/CP Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in HCDE/CP suspending or terminating this Contract. Vendor shall honor and pay HCDE/CP the HCDE/CP Administrative Fee for any sales resulting from this Contract that occurred within thirty (30) days of the expiration or termination of this Contract.

All rebates, discounts, and other applicable credits granted by Vendor as a result of any Supplemental Contracts entered into between Vendor and CP members shall accrue exclusively to CP member(s).

5.31 **Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to HCDE/CP and/or CP members under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by HCDE/CP and CP members for a period of not less than three (3) years from the date of completion of the service(s), receipt of product(s), the date of the receipt by HCDE/CP or the CP member of Vendor's final invoice or claim for payment in connection with this Contract, or the date HCDE/CP or the CP member makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **Right to Review, Audit and Inspect**

HCDE/CP, CP members, any federal agency that has awarded federal funds/grant(s) to HCDE/CP or a CP member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders and/or Job Orders resulting from this Contract and records which may have a bearing on matters in connection with the Vendor's work for HCDE/CP and/or CP members, and shall be open to inspection and subject to audit/review and/or reproduction by HCDE/CP, CP member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

5.32.1 Vendor's compliance with this Contract and the requirements of the CSP.
5.32.2 Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices and the appropriate Unit Price Book for JOC work performed for HCDE/CP and/or CP members.
5.32.3 Compliance with provisions for computing billings to HCDE/CP and/or to CP members.
5.32.4 Any other matter related to this Contract.

5.33 **Indemnification**

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE/CP AND EACH CP MEMBER, INCLUDING HCDE'S AND CP MEMBERS' TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY HCDE/CP OR THE CP MEMBER.

5.34 **Governing Law and Exclusive Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving HCDE/CP must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas. Any dispute not involving HCDE/CP but involving a CP member and Vendor shall be governed by the laws of the state of the CP member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the CP member.

5.35 **Multiple Contract Awards; Non-Exclusivity**

HCDE/CP reserves the right to award multiple contracts under the CSP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of HCDE/CP. HCDE/CP will base a recommendation for contract award, including whether to award a single or multiple contracts, based on the evaluation factors listed in this RFP; contracts will be awarded to proposers with a minimum score of 70 to be considered for award. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to HCDE/CP and/or CP members. During the Term of this Contract, HCDE/CP and CP members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.36 **New Products**

New products that meet the specifications detailed in the CSP may be added to this Contract, with prior written approval from HCDE/CP. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the CSP. No products may be added to avoid competitive procurement procedures. HCDE/CP may reject any proposed additions, without cause, in its sole discretion.

5.37 **No Substitution; Product Recall**

Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and the CSP. Vendor shall not deliver substitutes without prior written authorization from HCDE/CP or the CP member.

If a product recall is instituted on any good that has been furnished and delivered to HCDE/CP or any CP member, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the purchasing agent of HCDE/CP and the purchasing CP member by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Director of Purchasing of HCDE/CP and the purchasing CP member. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

5.38 **Penalties**

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the CSP, or a Supplemental Contract, HCDE/CP or the CP member may take the following action(s), in the sole discretion of HCDE/CP or the CP member, and Vendor agrees to comply with the chosen action(s):

5.38.1 Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal or the Supplemental Contract, as applicable;

5.38.2 Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by HCDE/CP or the CP member;

5.38.3 Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or

5.38.4 Recommend to HCDE Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to HCDE/CP and/or that this Contract be terminated.

5.39 **Promotion of Contract Marketing Plan**

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. HCDE/CP may only supply Vendor with CP members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of HCDE/CP and Vendor's company, product, and/or services shall be at HCDE/CP's sole discretion. Encouraging CP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CP seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CP and obtain written approval before Vendor finalizes or publishes promotional

material bearing the HCDE/CP or HCDE/CP name or seal. Vendor may not release any press release or other publication regarding this Contract or HCDE/CP unless and until HCDE/CP first approves the press release or publication in writing.

5.40 **Website Support**

Vendor agrees to cooperate with HCDE/CP in publicizing contract particulars on the CP website. Vendor also agrees to work with HCDE/CP in updating and maintaining current information on Vendor activities related to the Contract on the CP website. Vendor agrees to provide an electronic version of its logo for use on the CP website upon Contract award and provide other information as reasonably requested by HCDE/CP to help ensure that the CP website is current and consistently updated.

5.41 **Safety**

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by HCDE/CP, CP members, and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by HCDE/CP or CP members. Vendor shall indemnify and hold HCDE/CP and/or the CP member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

5.42 **Workforce**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE/CP and CP members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE/CP and CP members' property.

5.43 **Supplemental Contracts**

A CP member and Vendor may enter into a separate, Supplemental Contract. Any Supplemental Contract developed as a result of this Contract and/or the CSP is exclusively between the CP member and Vendor and shall have no effect or impact on HCDE, any other CP member, or this Contract. Any Supplemental Contract between Vendor and a CP member is exclusively between that specific CP member and Vendor and will be subject to immediate cancellation by the CP member (without penalty to the CP member) if, in the opinion of the CP member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Vendor shall promptly notify HCDE/CP of any Supplemental Contract executed between Vendor and a CP member.

5.44 **Insurance**

Vendor is required to provide HCDE/CP and/or the CP member with copies of certificates of insurance, naming HCDE/CP and/or the CP member as additional insured's for Texas Workers Compensation and General Liability Insurance, within 14 business days of contract award and prior to the commencement of any work under this Contract and shall be emailed to insurance@choicepartners.org. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE/CP and/or the CP member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which the CP member is located, and shall be acceptable to HCDE/CP and/or the CP member. Vendor shall give HCDE/CP or the CP member a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. If the CP member has higher insurance requirements than those listed below, such may be added to the Purchase Order. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor's liability.

All policies of insurance shall waive all rights of subrogation against HCDE, CP members, and HCDE/CP and CP members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to HCDE/CP and/or to CP members.

HCDE/CP and the CP member, as requested, shall be named as an "additional insured" on insurance policies except worker's compensation.

HCDE/CP and the CP member reserve the right to require additional insurance should HCDE/CP or the CP member deem additional insurance necessary, in their sole discretion.

5.44.1 Workers Compensation
Workers Compensation (with waiver of subrogation to HCDE/CP and the CP member) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.

5.44.2 Statutory and Bodily Injury by Accident
$100,000 each employee. Bodily Injury by Disease: $500,000, policy limit $100,000 each employee.

5.44.3 Commercial General Liability
Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. $300,000 each occurrence Limit Bodily Injury and Property Damage combined. $300,000 Products-Completed Operations Aggregate Limit $500,000 per Job Aggregate. $300,000 Personal and Advertising Injury Limit.

5.44.4 Automobile Liability Coverage
$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

5.45 **Participation in HCDE/CP**
Vendor acknowledges and agrees that continued participation in the HCDE/CP cooperative purchasing program is subject to HCDE/CP's sole discretion and that Vendor may be removed from the HCDE/CP program at any time, with or without cause, in HCDE/CP's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order/Job Order. Nothing in this Contract or in any other communication between HCDE/CP and Vendor may be construed as a guarantee that HCDE/CP or CP members will submit any Purchase Order/Job Order to Vendor at any time.

5.45.1 HCDE Participation Requirements
At a minimum, to continue participation in the HCDE/CP cooperative purchasing program, Vendor must:

a. Submit detailed monthly reports of all sales activity (such report is required even if there is no sales activity for a given month);
b. Timely remit Administrative Fee(s) to HCDE/CP;
c. Market Choice Partners, including inclusion of CP seal on Vendor's website, development and execution of marketing plan, and participation in at least 3 of marketing events (such as trade shows and conferences) annually;
d. Maintain a minimum annual sales activity of $15,000;
e. Completion of all required forms (such as Form 1295, EDGAR Certifications, etc.); and
f. Maintain required insurance and submit updated certificate(s) to CP annually

5.46 **No Agency or Endorsements**
It is the intention of the parties to this Contract that Vendor is independent of HCDE/CP and CP members, is an independent contractor, and is not an employee, agent, joint venturer, or partner of HCDE/CP or any CP member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE/CP and Vendor, any CP member and Vendor, HCDE/CP and any of Vendor's agents, or any CP member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE/CP or any CP member, and HCDE/CP and HCE members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture,

nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that HCDE/CP and CP members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

5.47 **Equal Opportunity**

It is the policy of HCDE/CP not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

5.48 **Force Majeure**

Neither HCDE, any CP member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CP member, or Vendor's control.

HCDE, CP 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 a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HCDE, CP members, and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, HCDE/CP shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of HCDE's or CP members' contractual, legal, or equitable rights.

5.49 **Severability**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.50 **Waiver**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

5.51 **Entire Agreement**

The Contract, the CSP, Vendor's proposal submitted in response to the CSP, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the CSP or Vendor's proposal submitted in response to the CSP, this Contract shall control. In the event of a conflict between the CSP and Vendor's proposal submitted in

response to the CSP, the CSP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order/Job Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract between Vendor and the CP member may be established to further detail the terms and conditions of the CP member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to HCDE, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the CP member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise.

5.52 **Interpretation**

Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

5.53 **Notice**

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

5.54 **Captions**

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

5.55 **Authorized Distributors/Order Fulfillers**

"Authorized Distributors/Order Fulfillers" means an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller, franchisee, or other person or entity designated or directed by Vendor to provide products or services in performance of, related to, or in support of the Contract and/or a Supplemental Contract issued pursuant to the Contract. HCDE agrees to permit Vendor to utilize Authorized Distributors/Order Fulfillers designated by Vendor to provide service, sales and support to HCDE and CP members under the Contract.

5.55.1 Vendor Responsibility

Vendor may designate Authorized Distributors/Order Fulfillers to act as the distributors for products and services available under the Contract. Vendor shall provide HCDE with the following Authorized Distributor/Order Fulfiller information: Authorized Distributor/Order Fulfiller's name, business address, and contact person email address and phone number. Vendor may add or delete Authorized Distributors/Order Fulfillers throughout the term of the Contract upon written authorization by HCDE/CP.

5.55.2 HCDE/CP Determination

HCDE reserves the right to require Vendor to rescind any Authorized Distributor/Order Fulfiller's participation relating to the Contract or to request that Vendor name additional Authorized Distributors/Order Fulfillers should HCDE determine either is in the best interest of HCDE and/or CP members.

5.55.3 Compliance

Vendor shall ensure that its Authorized Distributors/Order Fulfillers legally agree to comply with the terms and conditions of the Contract, including, without limitation, the pricing, purchase order, invoice and payment, CP Administrative Fee, and warranty provisions therein. When an Authorized Distributor/Order Fulfiller acts as the distributor for products and services available under the Contract, the Authorized Distributor/Order Fulfiller shall be liable and responsible for the fulfillment of the obligations under the Contract and any Supplemental Contract entered into between the Authorized Distributor/Order Fulfiller and purchasing CP member as well as all other obligations imposed on "Vendor" under the Contract.

5.56 **USDA/TDA Special Terms and Conditions**

The following terms and conditions apply to all procurements and purchases involving federal School Nutrition Program funds. In the event of a conflict or inconsistency between the following terms and conditions and any provision of the Agreement, the procurement solicitation issued by HCDE, or the portion of Vendor's proposal submitted in response to HCDE's procurement solicitation that is satisfactory to HCDE, the following terms and conditions shall control.

5.56.1 Market Basket Analysis

HCDE/CP reserves the right, in its sole discretion, to use a "Market Basket Analysis" method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the Contract. The most recent velocity/sales report(s) from HCDE/CP's current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, this list of [100] goods to be purchased under this procurement solicitation and any resulting Contract includes the top [60] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [40] goods listed in this procurement solicitation should also be included, though they will not be a part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

5.56.2 Material Change

If a material change (as the term is defined by TDA rules and regulations) to a contract entered into between HCDE/CP and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, HCDE/CP may issue a new RFP for the goods or services procured under the previously-existing contract. Material change for purposes of this Section 5.56.2 means a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor.

5.56.3 Supplemental Contracts

Supplemental Contracts are entered into pursuant to the piggyback method delineated in the U.S. Department of Agriculture directive SFSP02-2017. Should the "piggybacking" result in a material change to the Contract, HCDE/CP will proceed under Section 5.56.2 of this RFP

5.56.4 New Products

During the Term of a Contract awarded under this RFP, additional purchases not included in the original RFP list and resulting awarded contract may become necessary and benefit HCDE/CP members. Vendor and HCDE/CP agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 10% of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed in the Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded as a result of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this RFP, Vendor and HCDE/CP agree that the total value of the Contract shall be $200 Million. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Contract renewal term.

5.56.5 Bonds

Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

5.56.6 Use by Other Governmental Entities

In the event that HCDE/CP allows other governmental entities to "piggyback" onto any existing contract between HCDE and Vendor entered into pursuant to this procurement solicitation, Vendor agrees and understands that such other governmental entities may include "school food authorities," as that term is defined by USDA/TDA. Should the "piggybacking" result in a material change to the Agreement for

purposes of USDA/TDA purchases, HCDE/CP will proceed under the foregoing section entitled "Material Changes."

5.56.7 No Guarantee of Quantities

Quantities for purchases paid for with School Nutrition Program funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

5.56.8 Buy American Act

The Buy American Act, set forth in 7 C.F.R. Part 210.21(d), requires that participants in the National School Lunch Program and School Breakfast Program use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. 7 CFR Part 210.21(d) defines a "domestic commodity or product" as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Because many HCDE/CP members participate in the National School Lunch Program and School Breakfast Program, HCDE/CP requires Vendor to certify whether its products are "domestic commodities or products", as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification and any necessary documentation requested by HCDE/CP member that the food product was processed in the U.S. and the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to HCDE/CP members. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 C.F.R. 210.21(d). "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. When USDA Foods items are manufactured into processed end products, 51% of resulting food products must be of United States origin.

Vendor certifies that Vendor shall provide food products that meet the Buy American provision. Vendor further certifies that, in compliance with the Buy American provision, its products are "domestic commodities or products" as defined by 7 C.F.R. § 210.21(d). Vendor further certifies that the food products it supplies are processed in the U.S. and Vendor shall certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the District.

If Vendor is repetitively unable to provide domestic food products, HCDE/CP member may require Vendor to provide evidence that Vendor is capable of fulfilling the terms and conditions of the Contract and specifically, the Buy American provision. If HCDE/CP member determines that Vendor is not capable of fulfilling the terms and conditions of the Contract and/or specifically, the Buy American provision, HCDE/CP member may terminate its Contract with Vendor. Vendor shall provide documentation that demonstrates that food products meet the Buy American provision.

Vendor must notify the District if a delivery contains non-domestic products, so the District may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by the CP member, upon request, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. The District must determine that the use of a non-domestic food product is appropriate, using the USDA-prescribed questions in making the decision. See "Requirements for an Exception," ARM Section 17b Buy American, at p. 19 (August 12, 2020). Vendor agrees to provide information to the District that will assist the District in this determination. The decision to purchase or accept delivery of a non-US product must be made by the District. Vendor agrees to comply

with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning Buy American provision exceptions.

Vendor further agrees to provide HCDE/CP members with documentation verifying that a domestic product is not available and the cost range is reasonable within a reasonable time upon request by HCDE/CP members.

In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, HCDE/CP members may decide not to purchase from Vendor and/or HCDE/CP may terminate the Contract if Vendor is incapable of fulfilling the terms and conditions of the Contract, including the Buy American requirements.

Additionally, HCDE/CP members may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement.

5.56.9 Records Retention

When school nutrition program funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements promulgated by USDA/TDA. Vendor further certifies that Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to appropriate HCDE/CP member and federal or state reviewers. See TDA ARMS Manual, 17.107.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/18/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider authorizing the purchase of a backhoe from Mustang Machinery Company LLC, D/B/A Mustang CAT through Sourcewell Contract No. 011723-CAT.

Originating Department: Public Works

Degree of importance: Critical to ensuring the continued water and wastewater services throughout the City.

SUMMARY / ORIGINATING CAUSE

This item allows for the purchase of a replacement backhoe for PW164 from Mustang Machinery Company LLC, D/B/A Mustang CAT through Sourcewell Contract No. 011723-CAT in the amount of $159,153.62.

The Wastewater Maintenance Division of Public Works manages over 14,000 water and sewer connections to ensure uninterrupted services for all customers throughout the City and backhoes and excavators are a large component of what it takes to maintain these utilities. Without the ability to excavate, service interruptions, uncontrolled leaks, and sewer overflows may occur, and PW164 is a 2011 model backhoe with over 5000 hours of service and is ready for replacement. The new backhoe and loader will replace PW164 with a new, more reliable unit to ensure continued high-quality service for our customers.

This item is being paid for from the City's Water and Sewer Fund Balance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	420 4ECA Sourcewell Quote 2.9.26
2.	Texas Government Code Verifications - Mustang CAT
3.	Form 1295 Certificate -Mustang CAT

New Machine Sales Agreement

REF# Q-42335

MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 | PHONE: (800) 256 - 1001

SOLD TO			SHIP TO	
	CUSTOMER	City Of Friendswood		
	STREET ADDRESS	Attn Accts Payable Po Box 1288		
	CITY/STATE	Friendswood/TX		/
	POSTAL CODE	77549		
	COUNTY/ COUNTRY			
	PHONE NUMBER	281-996-3385		
	EMAIL	svavrecka@friendswood.com		
	CUSTOMER CONTACT	EQUIPMENT Steven Vavrecka	F.O.B. AT:	
		PRODUCT SUPPORT		
	INDUSTRY CODE		SHIP VIA:	
	PRINCIPAL WORK CODE			

CUSTOMER NUMBER: 0476050	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):		CUSTOMER PO NUMBER:	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: Caterpillar MODEL: 420 4ECA YEAR: 2026

ID NUMBER: SERIAL NUMBER: SMU:

420 07A BHL CFG2 0	542-7992	$110,860.00
LANE 3 ORDER 0 NC	0P-9003	$0.00
STICK, EXTENDABLE, 43M (14FT)	543-4284	$6,120.00
PT, 4WD/2WS, POWERSHIFT 0	544-1066	$12,180.00
ENGINE, 745KW, C36 DITA, S5 (T4F)	541-9540	$12,110.00
HYDRAULICS, GP, 6FCN/8BNK, ST 0	542-7772	$1,855.00
CAB, DELUXE	544-0883	$10,650.00
DISPLAY, STANDARD	545-5047	$0.00
WORKLIGHTS (8) HALOGEN LAMPS	491-6734	$78.00
SEAT, DELUXE FABRIC	611-0339	$1,180.00
BELT, SEAT, 2" SUSPENSION 0 NC	206-1747	$0.00
AIR CONDITIONER, S5 (T4F)	542-7810	$3,050.00
PRODUCT LINK, CELLULAR, PLE643 0 NC	639-4880	$0.00
TIRES, 125 80/195L-24, GY 0	379-2161	$2,230.00
COUNTERWEIGHT, 460 KGS (1015 LBS)	337-9696	$2,235.00
STABILIZER PADS, STREET 37 NC	9R-1085	$0.00
BUCKET-GP, 15 YD3, PO 1,056	337-7401	$4,340.00
CUTTING EDGE, TWO PIECE,WIDE 154	9R-5320	$336.00
BUCKET-SOIL, 24", 85 FT3 395	254-8941	$2,250.00
COUPLER, PG, HYDRDLOCK, BHL 192	485-5303	$4,813.00
INSTRUCTIONS, ANSI 0 NC	559-0872	$0.00
SERIALIZED TECHNICAL MEDIA KIT 0 NC	421-8926	$0.00
RIDE CONTROL	551-6453	$1,885.00
COUPLING,QD,THREADED WITH CAPS 4	456-3390	$499.00
LINES, AUX COMBO, E-STICK 0	657-6398	$4,440.00
BEACON, AMBER LED 0	634-6334	$368.00
STANDARD RADIO (12V) 0	540-2298	$705.00
AUTO-UP STABILIZERS	567-5090	$0.00
PLATE GROUP - BOOM WEAR 0	423-7607	$273.00
GUARD, STABILIZER 0	353-1389	$1,060.00
MIRRORS, EXTERNAL, BOTH SIDES 0	382-2499	$925.00
LINES,HYD CPLR 14FT EXT PILOT 0	555-2396	$3,132.00
PINS, SPARE6	318-9902	$179.00
HAMMER, B8S, BHL 1,016	532-9300	$14,583.00
SHIPPING/STORAGE PROTECTION 0	461-6839	$384.72
RUST PREVENTATIVE APPLICATOR0	462-1033	$202.78

Total Machine List Price: $202,923.50

Dealer Discount: $48,262.70

Non-Discounted Items:

Make Ready	$1,500.00
Freight Charges	$850.00
Warranty	$1,841.00
Miscellaneous	$0.00

Quote Notes

Sourcewell Contract #011723-CAT. COI. Quote valid 30 days.

TRADE-IN EQUIPMENT				
MODEL:	YEAR:		SERIAL NUMBER:	
PAYOUT TO:	AMOUNT:	$0.00	PAID BY:	
MODEL:	YEAR:		SERIAL NUMBER:	
PAYOUT TO:	AMOUNT:		PAID BY:	
MODEL:	YEAR:		SERIAL NUMBER:	
PAYOUT TO:	AMOUNT:		PAID BY:	

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS. MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

CUSTOMER VALUE AGREEMENT

This machine includes a CVA for 500 Hours / 1 Year (whichever comes first; based on invoice date; labor not included).

EQUIPMENT WARRANTY

Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

TERMS OF SALE	
SUB TOTAL	$158,851.80
HEAVY EQUIPMENT TAX	$301.82
SALES TAX	$0.00
DOC FEE	$0.00
DIESEL SURCHARGE	$0.00
TOTAL CASH PRICE	$159,153.62
CASH WITH ORDER	$0.00
TRADE IN ALLOWANCE	$0.00
TOTAL DOWN PMT. & TRADE IN ALLOWANCE	-
UNPAID BALANCE OF TRADES	$0.00
Invoice – Downpayment + Trade in Allowance	$159,153.62
TOTAL AMOUNT TO BE FINANCED	$159,153.62

WARRANTY TERM	36 Month | 3000 Hours|Powertrain + Hydraulics + Tech|Parts & Labor CAT Work Tools Warranty 12 Months/Unlimited Hours	**CUSTOMER INITIAL.**

IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

DATE		DATE	
ORDER RECEIVED BY	Stuart Newton	CUSTOMER NAME	
SIGNATURE		CUSTOMER SIGNATURE	
TITLE	Governmental Sales Representative	TITLE	

TERMS AND CONDITIONS

1. DEFINITION OF MUSTANG: MUSTANG and Seller are defined as Mustang Machinery Company, LLC. d/b/a MUSTANG CAT, Mustang Rental Services of Texas, LLC. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.

2. AGREEMENT: This Agreement becomes binding on MUSTANG CAT only upon MUSTANG CAT's execution of this Agreement, and subject to the availability of the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.

3. TITLE TO EQUIPMENT: Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.

4. TAKEN IN TRADE: Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTNAG CAT to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.

5. TAXES: Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.

6. CUSTOMER'S WARRANTIES AND USE: In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.

7.SOLE AND EXCLUSIVE REMEDY: Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.

8. LOSS AND DAMAGE: Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen. MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.

9. SECURITY AGREEMENT: Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).

10. EVENTS OF DEFAULT: The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

11. REMEDIES ON DEFAULT: In the event of any default by customer, MUSTNAG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer; and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

12. COLLECTIONS: In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTIANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.

13. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT's PARTNERS, EMPLOYEES, AGENTS, REPRESENATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.

14. INSURANCE COVERAGES: Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum $1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such insurance obtained by customer shall be primary.

15. NOTICES: All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at https://www.mustangcat.com/legal-notices/

16. MISCELLANEOUS: This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: https://www.caterpillar.com/en/legal-notices/data-governance-statement.html. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/18/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider authorizing the sale of a 2011 Case backhoe through Purple Wave Auctions for the Public Works Department.

Originating Department: Public Works

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for the sale of a 2011 Case backhoe through Purple Wave Auctions for the Public Works Department. The previous agenda item approved the purchase of the replacement backhoe and loader to replace PW 164 - 2011 Case backhoe JJGN580NLCC560106, which has over 5,000 hours of service, and has reached its time for replacement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the street closure of W. Castlewood Ave. from Cedarwood Ave. to Merriewood Dr. for the Figgy Youth Triathlon on Sunday, August 9, 2026, from 6:30 a.m. to 10:30 a.m.

Originating Department: City Manager

Degree of importance: Choose an Option Critical Significant Elective

SUMMARY / ORIGINATING CAUSE

This item approves the street closure of W. Castlewood Ave. from the intersection at Cedarwood Ave. to Merriewood Dr. for the Figgy Youth Triathlon on Sunday, August 9, 2026, from 6:30 a.m. to 10:30 a.m.

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

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

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Rotary Permit_Redacted
2.	Road Closure Map


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

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

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

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the Renewal of the Mowing Contract with Neoglobal Enterprises, LLC, d/b/a Horticare, for parks and facility mowing services.

This contract was awarded by the City Council in May 2022, for a three-year term and may thereafter be extended for two (2) additional one-year periods under the same terms and conditions, subject to a price increase based upon the CPI-U. This Renewal extends the agreement until June 5, 2027. The total compensation under this agreement shall not exceed $333,658.00, which includes a 3.5% CPI-U increase.

The City's FY26 adopted budget includes adequate funding to cover the contract's annual costs.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Renewal of the Mowing Agreement
2.	2022 05 02 Horticare Landscape Mgmt. Vendor Agreement (Original)
3.	Certificate of Insurance
4.	Form 1295
5.	Government Code Verification Form(Signed)

RENEWAL OF THE MOWING AGREEMENT

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

WHEREAS, on May 2, 2022, the City of Friendswood (the "City") entered into the Mowing Agreement (the "Agreement") with Neoglobal Enterprises, LLC, d/b/a Horticare (the "Horticare"); and

WHEREAS, Section 1 of the Agreement specifies that the Agreement is for an initial term of three (3) years, which commenced on June 6, 2022, and ends on June 5, 2025; and

WHEREAS, the Agreement may be extended upon the mutual agreement of the City and Horticare; and

WHEREAS, the City and Horticare wish to extend the Agreement for an additional two-year period, commencing on June 6, 2026, and ending on June 5, 2027, contingent upon the appropriation of funds by the City Council of the City and the terms of this Renewal of the Mowing Agreement (the "Renewal");

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

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Renewal shall have the same meanings as in the Agreement.

2. Renewal and Extension.

   a. Renewal. Contingent upon the City Council appropriating sufficient funds to pay the annual obligation of this Renewal, the City and Horticare hereby renew the Agreement for a one-year term commencing on June 6, 2026, and ending on June 5, 2027. The renewal evidenced by this Renewal shall be under the same terms and conditions as expressed in the Agreement.

   b. Extension. The parties agree that the Agreement may be again extended for an additional period upon the mutual agreement of the City and Horticare additional periods in compliance with Section 1 of the Agreement.

3. Amendment. Section 3 "CONTRACT FEE" of the Agreement is hereby amended to read as follows:

> 3. CONTRACT FEE: In consideration for the mutual covenants contained herein, City shall pay Horticare for work satisfactorily performed in accordance with its bid submitted by Horticare and accepted by the City Council on May 2, 2022. Payment will be limited to the prices listed therein; provided during this renewal term, Horticare may request one (1) price

adjustment, which cannot exceed the Consumer Price Index (Urban) sixty-four (64) days prior to the effective date of this renewal term, which adjustment will be applied prospectively and must be approved by the City Manager in writing. Total compensation shall not exceed THREE HUNDRED THIRTY THREE THOUSAND SIX HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS ($333,658.00). Payment terms for amounts due from City under the Agreement (including due dates and interest) are governed by Chapter 2251 of the Texas Government Code.

4. Conflicts. The provisions of this Renewal and the provisions of the Agreement should be read together and construed as one agreement; provided that in the event of any conflict or inconsistency between the provisions of this Renewal and the provisions of the Agreement, the provisions of this Renewal shall control.

5. Entire Agreement. This Renewal and the Agreement replace and supersede all prior written and oral statements and no representation, statement, or condition or warranty not contained in such documents is binding on the parties hereto.

6. Authority. The persons signing below warrant that they has the authority to execute this Renewal according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement, this the day of July 7, 2026, the date of signature by the City Manager.

CITY:
CITY OF FRIENDSWOOD

_____
MORAD KABIRI, City Manager

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

NEOGLOBAL ENTERPRISES, LLC, D/B/A HORTICARE

(Signature)

George Zagorianos
(Printed Name)

Owner
(Title)

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me, Justin Mansfield, the undersigned notary public, on this day personally appeared George Zagorianos, in his/her capacity as Owner of the Neoglobal Enterprises, LLC, d/b/a Horticare, on behalf of such entity,

(check one)

- ✓ 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}

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 27 day of May, 2026

Justin Mansfield
My Commission Expires
2/10/2030
Notary ID 133511252

Notary Public in and for the State of Texas

My commission expires: 2-10-2030

VENDOR AGREEMENT

This Agreement made this **May 2, 2022**, by and between City of Friendswood (City), located in Friendswood, Texas and **HORTICARE LANDSCAPE MGMT.** located at **2717 FM 517 RD., ALVIN, TEXAS 77511,** (Contracting Party).

City and Contracting Party agree as follows:

1. CONTRACT TERM: The initial term of this Agreement shall be for a period from June 6, 2022 to June 5, 2025. The parties may mutually agree in writing to extend the term of the Agreement.

City reserves the right to terminate the Agreement at any time, with or without cause, on thirty (30) days prior written notice to Contracting Party.

2. CONTRACT DOCUMENTS/WORK STATEMENTS: The provisions of the attached City IFB 2022-06 dated March 24, 2022 and Contracting Party's response to IFB are hereby incorporated reference and made a part of this Agreement. Contracting Party's representations and warranties regarding its Work are set forth in IFB 2022-06. To the extent there are conflicts or inconsistencies between the documents, the order of priority in which documents will be interpreted is as follows:

- The provisions of this document
  - IFB 2022-06 and
  - Proposal from Horticare

3. CONTRACT FEE: In consideration for the mutual covenants contained herein, City shall pay Contracting Party for work satisfactorily performed as follows: As approved by City Council on May 2, 2022 and agreed by contractor, the payments will be limited to the SECTION prices listed below. Total compensation shall not exceed **$314,109.00**. Payment terms for amounts due from City under the Agreement (including due dates, late fees and interest) are governed by Chapter 2251 of the Texas Government Code.

4. CONFLICT OF INTEREST: Contracting Party assures that to the best of its knowledge there exists no conflict of interest or appearance of a conflict between Contracting Party's family, business or financial interest and the services provided under this Agreement. Should this situation change during the term of this Agreement, Contracting Party will advise City of such change.

5. INDEPENDENT CONTRACTOR: This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The relationship of the Contracting Party to City is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contracting Party hereby agrees to hold City harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. DEFAULT: In the event of a failure by Contracting Party to satisfactorily perform the services specified herein and/or a default by Contracting Party in abiding by the other terms and conditions of this Agreement, City may terminate the Agreement on written notice to Contracting Party and Contracting Party shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default.

7. ALTERNATIVE DISPUTE RESOLUTION: The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by City and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by City or the State of Texas of the right to seek redress in a court of law.

8. ASSIGNMENT: The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this contract.

9. COMPLIANCE WITH LAW: Contracting Party shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

10. NON-APPROPRIATIONS: Contracting Party understands that City is a governmental entity, and should the Legislature fail to provide funding for any period during the term of this contract, City shall be excused for all liability for payment. City is required to give Contracting Party written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from City, this contract will automatically terminate

11. NOTICES: Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

12. OFFICIALS NOT TO BENEFIT: No Mayor, Council-person, officer, director, employee, administrator and representative of City shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

13. GOVERNING LAW/VENUE/STATUTE OF LIMITATIONS: The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against City pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in Galveston County, Texas.

14. FORCE MAJEURE: In the event of Force Majeure, City may terminate this agreement by written notice following such casualty and City shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of City.

15. SUBCONTRACTS: Any subcontracts and outside associates or consultants required by Contracting Party in connection with the services covered by this contract will

be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Contracting Party shall ensure that each subcontractor complies with all provisions of the Agreement and this Addendum. Contracting Party shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth is the Agreement.

16. TAX EXEMPTION: City and Contracting Party agree that City will not be required to pay any taxes for which it can demonstrate an exemption.

17. CONFIDENTIALITY: Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval unless ordered to be released by the Texas Attorney General.

18. INTELLECTUAL PROPERTY: Contracting Party represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the City against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Contracting Party will pay any damages attributable to such claim that are awarded against the City in a judgment or settlement.

19. INDEMNIFICATION: Contracting Party shall indemnify and hold harmless City, and each of its regents, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contracting Party or any agent, employee, subcontractor, or supplier of Contracting Party in the execution or performance of this contract.

20. INSURANCE: For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of $1,000,000 per occurrence and aggregate of $2,000,000 and Property Damage/each occurrence $1,000,000. If, during the Term, Contracting Party will enter City property, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of $1,000,000 per accident; (ii) Commercial Automobile Liability coverage of $1,000,000 Combined Single Limit; (iii) Professional Liability coverage of $1,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a

waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name City as Additional Insured. Contracting Party shall pay all insurance deductibles and deductibles must not exceed $10,000 unless approved in advance by City. Contracting Party shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

21. AUDIT; INDEPENDENT AUDITS; RIGHT TO AUDIT; RETENTION; SUPPORTING DOCUMENTS: The Contracting Party agrees and authorizes City to conduct audits or investigations in connection with this Agreement. Contracting party agrees to cooperate with Auditors conducting such audits or investigations and to provide all information and documents reasonably requested. Contracting Party will include this provision in all contracts with permitted subcontractors.

22. LIMITATIONS: The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

23. SOVEREIGN IMMUNITY: Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

24. REPRESENTATIONS BY CONTRACTING PARTY: Contracting Party represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contracting Party's performance of this Agreement. If Contracting Party is a business entity, Contracting Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contracting Party.

25. ELIGIBILITY TO RECEIVE PAYMENT: Contracting Party certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this representation is inaccurate.

26. PAYMENT OF DEBT/DELINQUENCY: Contracting Party certifies that it is not indebted to the City and is current on all taxes owed to the City. Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the City of Friendswood regardless of when it arises, until such debt or delinquency is paid in full.

27. PRODUCTS AND MATERIALS PRODUCED IN TEXAS: If Contracting Party will provide services under the Agreement, Contracting Party covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

28. RISK OF LOSS: All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contracting Party's responsibility.

29. PUBLICITY: Contracting Party shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

30. LEGAL CONSTRUCTION/SEVERABILITY: In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

31. NON-WAIVER: No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

32. ENTIRE AGREEMENT: This contract constitutes the entire contract and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

33. AUTHORITY: The person signing below on behalf of City and Contracting Party warrants that he/she has the authority to execute this contract according to its terms.

34. AMENDMENT: This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

35. BINDING AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Contracting Party, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

CITY OF FRIENDSWOOD

By: _____

Title: CITY MANAGER

Date: 06/07/2022

CONTRACTING PARTY:

Horticare

By: George Zagorianos

Title: Owner

Date: 6/1/22

ATTEST:

Renee Kross

~~Leticia Brysch~~ Renee Kross
~~City Secretary~~ Deputy City Secretary

Horticare Landscape Management
2717 FM 517 Rd
Alvin, TX, 77511
281.554.5273
info@horticarelawn.com

City Property Mowing Services
IFB #2022-06

Prepared for

City of Friendswood

Date: 3.24.22

Horticare was established in 2008 and has been providing quality lawn and landscape management throughout the greater Houston area. Some of our key service areas include Municipalities, commercial shopping centers, homeowner's associations and industrial facilities. Currently we employ a staff of 25 full time employees and a service fleet of 6 trucks. We pride ourselves on a meticulous eye to detail and excellence in customer service. We look forward to working with the City of Friendswood on this upcoming project.

Best Regards,

George Zagorianos
Vice President

Staffing Plan

The staff allocated to the project will consist of one project manager, overseeing project and performing monthly site visits. In order to properly manage the work within the allotted cycle, two crews each consisting of a foreman and three laborers will be dedicated to the necessary work each day to complete schedule.

Total Personnel

1- Project Manager
2- Foreman
6- Laborer

Equipment

4- John Deere Z930m 60" Zero-turn mower
1- John Deere 5075E Utility Tractor w/ 12' batwing mower
2- Exmark 48" Viking walk behind mower
4- Echo PB-755 backpack blower
5- Echo SRM-2620T Line trimmer
6- Echo PE-2620T Edger

Horticare
Landscape Management

Company References

City of La Porte
1322 S Broadway St
La Porte, TX 77571
Contact: Scott Bradley
Phone: 281-470-5141
Grounds maintenance for Parks and city ROW/Esplanades.
4yrs

City of Webster
855 Magnolia Ave
Webster, TX 77598
Contact: Jasmin Aramas
Phone: 956-639-3845
Grounds maintenance for Parks and city ROW/Esplanades.
10yrs

City of Lake Jackson
151 Canna Ln
Lake Jackson, TX 77566
Contact: Lorraine Garcia
Phone: 979-297-6794
Grounds maintenance for water towers and lift station.
3yrs

City of Baytown
2401 Market Street
Baytown, TX 77520
Contact: Carla Hommel
Phone: 281-420-6524
Grounds maintenance for water towers and lift station.
2yrs

CITY OF FRIENDSWOOD
INVITATION FOR BID

BID #2022-06
Due Date: 03/24/2022 @ 2.00 pm CST

CITY PROPERTY MOWING SERVICES

The City of Friendswood is now accepting sealed bids for the **City Property Mowing Services.**

City of Friendswood
City Secretary's Office
910 S. Friendswood Drive
Friendswood, TX 77546
Monday – Friday: 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm

Bidding forms, specifications and all necessary information may be obtained from the following website: https://www.ci.friendswood.tx.us/bids

All sealed bids shall be submitted including one marked original and one jump drive or CD versions. All are to be clearly marked with bid number and bid title. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at the City Secretary's Office, 910 S. Friendswood Drive, Friendswood, TX 77546 until 2:00 pm CST on March 24, 2022. Bids received after the deadline stated herein will not be considered for award of this bid and will not be considered.

The bids will be opened and publicly read immediately after the closing hour. Bids shall be valid for a period of sixty (60) days from the date bids are opened and read.

The bid will be awarded to the Bidder who provides the goods and services at the best value for the City, based on the following: **cost to the City; responsiveness to IFB; experience, background, and qualifications; quality of Bidder's services; and Bidder's past relationship with the City.**

The City of Friendswood reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

All inquiries about this bid or specifications must be made to Jeff Spears, Purchasing Coordinator @ jspears@friendswood.com

CITY OF FRIENDSWOOD
INVITATION FOR BID

BID #2022-06
CITY PROPERTY MOWING SERVICES

BID OPENING DATE: March 24, 2022 @ 2:00 PM. LATE BIDS WILL NOT BE CONSIDERED.

BIDDER MUST COMPLETE AND SIGN BELOW.

NeoGlobal Enterprises, LLC DBA: Horticare
Name of Firm/Company

George Zagrianos — Owner
Agent's Name (Please Print) — Agent's Title

2717 FM 517 Rd. — Alvin — Texas — 77511
Mailing Address — City — State — Zip

281-554-5273 — 281-678-5681
Telephone Number — Cell Phone Number

horticarelawn@gmail.com
Email Address

Authorized Signature — 3/21/22 Date

CONTRACTOR **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. CONTRACTOR HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION FOR BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. CONTRACTOR **GUARANTEES** PRODUCT OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

SECTION II - TERMS AND CONDITIONS OF INVITATION FOR BIDS (IFB)

1. DEFINITION OF TERMS

A. Bid documents means the entire packet of documents provided to bidders, including the Terms and Conditions, Specifications, Special and Supplementary Conditions, Bid Form and any addendum.

B. Bidder means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications, and competing for award of a contract.

C. Bid or Proposal means an offer to perform the requirements specified herein.

D. City, Purchaser, or Owner shall refer to the City of Friendswood, 910 S. Friendswood Dr., Friendswood, Texas 77546.

E. Contract means the contract awarded pursuant to this solicitation.

F. Contractor means the Bidder to which a contract award has been made by the City.

G. Director means the Director of Parks and Recreation or his designee

H. Furnish or Provide means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.

I. Purchase Order means the document issued by the City that created a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

A. The Bidder shall provide itemized price quotations and delivery schedules for the specified items/services outlined in this bid. Sealed bids addressed to the City Secretary's Office, City of Friendswood, 910 S. Friendswood Dr., Friendswood, Texas 77546 will be received before the specified hour and date of the opening and be publicly opened and read at 2:00 p.m. Bids which are received after the date and time set for bid opening will not be considered. Bids will be evaluated and awarded at a later date. Bids shall be submitted in a sealed envelope (8 1/2" x 11" minimum) on forms provided herein, along with other information necessary to evaluate the bid. Sealed envelopes shall be clearly marked with bid number, time, and date of opening.

B. Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid may be rejected. Facsimile bids will not be accepted.

C. Bids, which are received after the date and time set for the bid opening will be returned UNOPENED and shall not be considered under any circumstance.

D. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.

E. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date.

3. ANTI-LOBBYING PROVISION

A. Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member, a request for clarification or an objection. Any violation will result in immediate disqualification of the Bidder from the selection process.

B. Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Coordinator for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other

city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A Bidder or any of its agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the Bidder.

4. WITHDRAWAL OF BIDS

A Bidder may withdraw a bid only by a written request received by the Purchasing Coordinator prior to the time set for bid opening. Bids may not be withdrawn after the time set for bid opening.

5. GENERAL CONDITIONS

Bidders will submit their bids upon the following express conditions:

A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the Bidder.

C. All materials, equipment, and supplies which are new, non-standard to the City of Friendswood, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.

D. Bidders are advised that City contracts are subject to all legal requirements under local, state and federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

E. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.

F. The City of Friendswood is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of Contractors are based on those contractors who share the same high standards of ethical conduct.

6. DESCRIPTION OF GOODS

A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.

B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "OR EQUAL" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

7. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or Vendor but rather to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

B. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.

C. The City of Friendswood is not liable for any costs incurred with replying to this IFB.

D. The Bidder shall not collude in any manner or engage in any practices with any other Bidder(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Bidder's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

E. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and the total price, the unit price will govern.

F. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

G. Alternate bids will not be considered unless expressly authorized by the bid documents.

H. The prices quoted in the bid shall be firm and not subject to escalation except where otherwise clearly indicated by the Bidder. If the prices are subject to escalation, Bidder shall provide the basis for the escalation.

I. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.

J. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

K. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Friendswood is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.

L. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision. (See paragraph 11A(11)).

M. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.

N. If a bid bond is required, the submitted bond must be an original submitted in the form required by the City in the Bid Documents.

8. CLARIFICATION TO BID DOCUMENTS

If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, it may submit a written request for clarification to the Purchasing Coordinator at least five working days prior to bid opening date.

9. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.

10. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

11. REJECTION OF BIDS

The City of Friendswood reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Friendswood shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

A. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

B. Bidder's current violation of any City ordinance.

C. Bidder's misstatement or concealment of any material fact in the bid.

D. The bid's nonconformance to law or the requirements of the bid.

E. Failure to use the bid/proposal form furnished by the City of Friendswood.

F. Failure to properly complete the proposal.

G. Lack of signature by an authorized representative on the proposal form.

H. Alteration of bid form.

I. Evidence of collusion among proposers.

J. Omission of proposal guarantee (if required).

K. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

12. AWARD OF CONTRACT

A. Factors to be considered in the evaluation of the bid that provides the best value for the City including, but not limited to: (a) adherence to service description/specification/qualification requirement; (b) price; (c) reputation of Contractor and Contractor's services; and (d) Contractor's past relationship with the City.

B. The contract will be awarded to the Bidder who provides goods and/or services at the best value for the City, based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract. If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (a) reject all bids or (b) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds. Notwithstanding the foregoing, the City reserves the right to reject any and all bids.

C. The City reserves the right to award a contract(s) on the basis of the low bid for each item or the total low bid.

13. CONTRACT

A. This Invitation for Bid (IFB), combined with the Bidder's response (bid) submitted to and accepted by the City, constitutes a contract between the City of Friendswood and the selected vendor at the time the Friendswood City Council awards the contract to such vendor.

B. No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in this IFB and to be further bound to the representations and information the vendor provides in his response to this IFB.

C. Acceptance of bidder's offer may be in the form of a "notice of award", a P.O. (purchase order) or a "contract".

14. RESERVATIONS

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

A. Waive any defect, irregularity, or informality in any bid or bidding procedure.

B. Extend the bid closing time and date. Notification will be made by addendum.

C. Reissue a bid invitation or proposal.

D. Procure any item by other allowable means.

E. Increase or decrease the quantity specified, unless the bidder specifies otherwise.

F. Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.

G. Consider and accept an alternate bid as provided herein when most advantageous to the City.

H. Extend any contract when most advantageous to the City.

I. Award any bid to multiple parties if it is in the best interest of the City.

J. Purchase off of existing contracts available to the City through "Cooperative Purchasing Agreements" if available.

15. WARRANTIES

A. WARRANTY FOR PRODUCT: The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing Coordinator. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.

B. WARRANTY FOR PRICE: The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

C. SAFETY WARRANTY: Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

16. PROTESTS

A. The City Council is the final authority on issues relating to this contract. The Purchasing Coordinator is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Friendswood, ATTN: Purchasing Coordinator.

C. The protest may be delivered in person to the department offices located at 910 S. Friendswood Dr., Friendswood, Texas, or by certified mail, return receipt requested, to the following address: City of Friendswood, Purchasing Department, ATTN: Purchasing Coordinator, 910 S. Friendswood Dr., Friendswood, Texas 77546.

D. The written protest must include the following information before it may be considered by the City:

1. Name, mailing address, and business phone number of the protesting party.

2. Identification of the bid or proposal being protested.

3. A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest.

4. Any documentation or other evidence supporting the protest.

E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.

F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party of its decision regarding the protest. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the "Communications from the Public" portion of its meeting.

17. SHIPMENT & DELIVERY

A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Friendswood, Texas unless otherwise specified in the IFB. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.

B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this IFB shall be new and unused unless noted elsewhere in this IFB.

C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.

D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required and include weekends and holidays. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid. "TIME OF THE ESSENCE FOR DELIVERY" section of specifications shall govern the delivery date(s), if such section is included within the specifications.

E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Bidder shall give prior notice to the City.

F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and

handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

18. PAYMENTS

A. Payment of invoices by the City shall be made in full thirty (30) days after (i) receipt and acceptance of all equipment or performance of services covered by each purchase order and (ii) receipt of an invoice therefor. Bidder shall state its bid in accordance with the standard payment terms and conditions of the City of Friendswood in Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.

B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:

1. Each invoice must reference the City of Friendswood contract, agreement, or P.O. number.

2. Only one contract, agreement, or project shall be billed on a particular invoice.

3. Each invoice must have a billing or invoice number and an Invoice Total.

C. The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. DISCOUNTS

Prompt payment discounts will not be considered in determining low bids and making awards.

20. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Bidder without the written permission of the City. Any attempted assignment or delegation by Bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

22. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

23. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Contractor all additional costs incurred by City as a result of the cancellation.

24. TERMINATION

A. DEFAULT: Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

B. CONVENIENCE: The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

C. FUNDING: The City retains the right to terminate this contract at the expiration of each of the City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

25. ENTIRETY OF AGREEMENT/AMENDMENTS

This represents the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

26. SILENCE OF SPECIFICATIONS

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

27. SEVERABILITY

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

28. BOND AND INSURANCE

If required, specific bond and insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

29. INDEMNITY

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

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

CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

IT is THE EXPRESS INTENTION OF CONTRACTOR AND THE CITY THAT THE FOREGOING INDEMNIFICATION PROVISION SHALL REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM (I) THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF CONTRACTOR OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR (II) THE CONSEQUENCES OF CONTRACTOR'S SOLE OR JOINT BEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY. UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

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

In the event that any action or proceeding is brought against the City by reason of any matter from which the City is indemnified herein, Contractor further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. This article shall survive the expiration or termination of this Agreement.

30. CONFIDENTIALITY

The City of Friendswood is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

31. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer of family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm

32. NOTICES

All notices called for or required by this agreement will be addressed to the Purchasing Coordinator, City of Friendswood, 910 S. Friendswood Dr., Friendswood, TX 77546, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

33. CERTIFICATE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295. The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested

parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation. The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The City strongly encourages respondents to view the *Instructional Video for Business Entities* and review the FAQ's prior to proceeding with the filing.

Note: A Certification will require the provider to enter a contract/solicitation number in Box 3. That number for this solicitation is **2022-06.**

33. GOVERNMENT CODE VERIFICATIONS

By submitting a bid, the Bidder hereby makes the verifications required by the following:

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.
https://comptroller.texas.gov/purchasing/publications/divestment.php

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the City of Friendswood from entering into a contract with the contractor. Below is a link to the list.

https://comptroller.texas.gov/purchasing/publications/divestment.php

SB 13: Beginning September 1, 2021, a governmental entity may not enter into a governmental contract of $100,000 or more with a company with a company with 10 or more full-time employees unless, the Bidder verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract awarded.

SB 19: Beginning September 1, 2021, a governmental entity may not enter into a governmental contract of $100,000 or more with a company with a company with 10 or more full-time employees unless, the Bidder verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that it will not discriminate during the term of the contract awarded against a firearm entity or firearm trade association.

34. COMPLIANCE WITH RULES AND REGULATIONS

The Contractor shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations, and ordinances of the City of Friendswood as they now exist or may hereafter be enacted or amended.

35. WAIVERS

Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

36. CHOICE OF LAW AND VENUE

This Contract shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.

37. NO RIGHT TO ARBITRATION

Notwithstanding anything to the contrary contained in this Contract, the City and the Contractor hereby agree that no claim or dispute between the City and the Contractor arising out of or relating to this Contract shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

SECTION II – INSTRUCTIONS TO BIDDERS

1. INTENT

The intent of this Invitation to Bid (IFB) is to establish a mowing contract for City locations described herein within the City of Friendswood. The bid proposal shall include the pricing for each property listed according to the schedule.

2. TERM OF AGREEMENT AND OPTION TO EXTEND

The term of the agreement shall be for a period of three (3) years with options to renew annually for up to two (2) additional one-year terms. The City shall provide written notification of the contract expiration date. However, if funds are not appropriated, the City may cancel the agreement 30 calendar days after providing written notification to the Contractor. The unit prices of all items purchased under this annual contract are firm for the initial term of this contract and all renewal terms unless revised as provided herein. Should market conditions prevail which dictates an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement after the initial three (3) year contract. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits, and shall not exceed the Consumer Price Index (Urban) sixty-four days prior to the effective date of the renewed contract.

Bidders shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote.

3. COMPLIANCE WITH LAWS

All bidders involved shall observe and comply with all federal, state and local applicable laws, standards and regulations as they may be applicable to this bidding process.

4. REQUIREMENTS

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder to have a valid proposal. Any exception taken may be cause for disqualification.

5. BIDDER QUALIFICATIONS

A statement of the qualifications of the bidder must be submitted using the form provided herein. The City may make investigations as necessary to determine the ability of the bidder to perform the Contract Work. The City reserves the right to reject any bid unless evidence substantiates that the bidder is properly qualified to carry out contractual obligations. Bids will be considered only from qualified bidders. Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute, and that they are fully prepared with necessary capital, machinery and material to begin the work promptly and to conduct it as required by these specifications.

6. PREPARATION OF BID

6.1 Bidder's Proposal Form must be complete and printed in ink or by typewriter. Bids must give full firm name and address of respondent and be manually signed. The person signing the proposal must show title or authority to bind his/her firm in a contract. Firm name and authorized signature must appear on each page that calls for this information. *Failure to provide complete information or exact quantities requested may result in disqualification of bid.*

6.2 All prices shall be submitted as specified on the Bidders Proposal Form.

6.3 If additional information is necessary to assist the Bidder in interpreting these specifications, written questions will be accepted by Jeff Spears, Purchasing Coordinator, 910 S. Friendswood Dr., Friendswood, Texas 77546; email: jspears@friendswood.com .

7. EXCEPTIONS

If there are any exceptions to, or deviations from, what is prescribed in the specifications, they must be listed on a Bidder's Exception form and attached to the bid. If a Bidder's Exception sheet is not attached, it is presumed that your bid meets all specifications.

8. PRE-PROPOSAL MEETING

There will be a **mandatory** pre-proposal meeting on March 17, 2022 at 10:00 am at 910 S. Friendswood Dr., Friendswood, TX 77546. It will be assumed that potential proposers attending the pre-proposal meeting have reviewed the IFB in detail and are prepared to bring up any substantive questions not already addressed by the City. In addition, a tour of areas to be mowed will be given during the second part of the proposal meeting. Allow 3 hours for the meeting and tour.

SECTION III – SPECIFICATIONS

1. SCOPE OF WORK

The City of Friendswood is seeking bids from qualified contractors to provide all equipment, materials, labor, and transportation necessary to provide Lawn Mowing Services to City Properties and various other locations specified in this IFB.

- **Mowing** - All grass will be mowed according to the Landscape Management Schedule (LMS) located in this RFP.
- **Edging** - All concrete curbs, sidewalks and driveways will be edged, kept straight, and clean according to LMS for facility.
- **Finish Trim** – All areas will be kept as neat as possible by using a weed eater to finish lawn around trees, signs, parked cars, and any object that cannot be moved.
- **Leaves** – All leaves on the ground will be mowed or mulched, excessive leaves need to be bagged and removed.
- **Blowing Grass** – Clippings and other lawn debris shall not be blown into the street or down storm drains.
- **Trash Pickup** – Area to be mowed should have debris removed before mowing.
- **Weed Control** - Roundup or similar chemical is to be used on sidewalk cracks according to manufacturer instructions with City staff approval only. Please show product label and provider of pesticide to city before application.

2. EQUIPMENT

The Contractor shall have clean-up and mowing equipment necessary to perform and complete all aspects of the services described herein. The Contractor shall have sufficient clean-up and mowing equipment and workforce to complete services required herein in a timely manner. All tractors shall also be equipped with the appropriate mowing attachments (rotary cutting mowers). The mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of grass. All clean-up and mowing equipment shall be in good repair and qualified operators shall be responsible for the care and handling of the equipment to carry out the requirements of this Contract. Additionally, the Contractor shall have hand mowers, weed eaters, and other related clean-up and mowing equipment available to complete the Work Orders assigned. The City reserves the right to prohibit the Contractor from working with a piece of equipment the Director deems to be a danger to the Contractor or the general public. The Contractor warrants that all equipment used in satisfying the Contractor's obligations under this Contract are sufficient for the services required herein. **Additionally, the Contractor shall maintain or have immediate access to adequate backup clean-up and mowing equipment in order to sustain continuous operations in the event of equipment failure.** The use of insufficient and/or inadequate machinery or equipment, as determined by the Director, shall be deemed a breach of this Contract.

3. LITTER REMOVAL

The Contractor shall pick-up and remove all litter and miscellaneous debris throughout the property prior to mowing or performing the services required herein. The Contractor shall remove all litter from the gutters, sidewalks, and rights-of-way and place the same in plastic trash bags. Removal and disposal of litter and debris shall be the sole responsibility of the Contractor, and the Contractor agrees that he shall be responsible for all landfill fees, if any, associated with the disposal of the litter and debris. Any litter, cut or broken, during maintenance operations, shall be completely removed from the Property immediately and prior to proceeding with any additional Work Order assigned.

4. MOWING

Contractor shall provide the services of mowing, edging, and trimming on the property; as well as picking

up and removing all litter and miscellaneous debris from the Property prior to mowing. The grass shall be maintained/mowed to an approximate height of three (3") inches maximum. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of clippings on any paved surface such as streets, parking lots, sidewalks, or driveways or on adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing on another property. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the pavement streets, sidewalks, driveways, or adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the assigned Property.

5. **TRIMMING**

All properties requiring mowing services shall be trimmed of all high grass, weeds, and foreign growth found adjacent to or under structures, trees, poles, culverts, tables, signs, fences, etc.; in addition to those found growing out of expansion joints and/or cracks in curbs, sidewalks (both sides), driveways, parking lots, and other foundational surfaces on the Property. Special care shall be given to trimming around small trees so as not to inflict damage to the bark of the trees. NO HERBICIDES SHALL BE USED WITHOUT THE PRIOR EXPRESS WRITTEN APPROVAL OF THE DIRECTOR.

6. **EDGING**

Edging is required to be performed on all assigned Properties requiring mowing services. Edges shall be vertical, minimum depth of one inch (1") and minimum width of one-fourth inch (1/4") where they exist. Edging may be accomplished with a string line trimmer or metal blade. All materials dislodged by edging must be picked up and removed from the Property.

7. **INCAPACITATED MOWERS**

The Contractor shall have access to a dozer or winch truck to free mowers that have become incapacitated. The City of Friendswood is not responsible for freeing incapacitated mowers.

8. **PERSONNEL**

The Contractor shall provide supervision of all work crews at all times while performing work under this Contract. Personal supervision is not required if equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the assigned property who has the authority to respond to inquiries about work details or priorities. Such designated person shall have the authority to receive instructions from the Director as well as to bind the Contractor. Such person will be the main contact person for contact during the term of this Contract.

9. **RECORDS KEEPING**

The Contractor shall keep records of all Work performed. Such records shall include a breakdown of all equipment used, hours worked, dumping fees, mileage and other related records required or requested by the Director. The City shall have the right through its agents and employees to audit and examine at all reasonable times, the Contractor's books and financial and operational records which may be reasonably required by the City in order to enforce the terms of this Contract or to evaluate the Contractor's performance thereof. Financial records will be maintained with such adequacy so as to allow identification of the source of all revenue and expenditures related to this Contract.

10. **PHOTOGRAPHIC DOCUMENTATION**

Contractor shall be required to provide photographic documentation of services rendered. A minimum of two (2) pictures shall be attached to each invoice submitted for payment, documenting the condition of the property immediately prior to and immediately after completion of the work. Some work may require additional pictures to fully document services rendered. Photographic documentation may be provided by 35mm film prints (3x5 or 4x6), Polaroid-type instant pictures, or printed digital images (preferred). Pictures

shall provide the name of the company, time taken, and date taken on each picture or on each page submitted (preferred). Contractor shall be responsible for all costs associated with the taking and printing of pictures. Photographic documentation shall be attached to the invoice and shall be turned in to the Parks and Recreation Department after completion of work to confirm inspection and payment for services rendered.

11. INSPECTION

All work performed must be satisfactory to the City of Friendswood and comply with all applicable laws and regulations. The Director shall have the right to inspect any or all of the facilities, areas or equipment owned, leased, or otherwise used by or in the care, custody, or control of the Contractor. Such inspections may be related to, but are not limited to, verification of work or conditions, safety, damages, or operational interests

12. AVAILABILITY

Due to the need of the City of Friendswood to be in contact with the Contractor on a daily basis, the Contractor shall be available between the hours of 8:00 a.m. to 5:00 p.m., weekdays.

13. TERM OF CONTRACT AND OPTION TO EXTEND

Any contract resulting from this bid shall be effective for a three (3) year period, with the provision that the contract may be renewed for two (2) additional one-year contracts on an annual basis, after the initial three (3) year period for a possible total of five (5) altogether. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice at least 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor is past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur after the initial term at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for accommodating an increase in the contractor's cost, not profits, and such increase shall not exceed the Consumer Price Index (Urban) sixty-four days prior to the effective date of the renewed contract.

Additionally, the Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Bidder was receiving for the goods and/or services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Offeror for such goods and/or services. The City of Friendswood may terminate the extension at any time for any reason without prior notice.

14. INSURANCE REQUIREMENTS

BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE PROPOSAL, OR PRIOR TO AWARD OF THE PROPOSAL. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE THE BID NUMBER AND DESCRIPTION OF THE BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

The successful Bidder shall procure and maintain at its sole cost and expense for the duration of the services under this IFB, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services provided hereunder by the successful Bidder, its agents, representatives, volunteers, employees or subcontractors or co-bidders. The successful Bidder's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the successful bidder's insurance and shall not contribute to it. Further, the successful Bidder shall include all subcontractors, co-bidders, agents and assigns as an additional insured under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverage for subcontractors, co-bidders and assigns shall be subject to all of the requirements stated herein.

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

(a) Workers' Compensation Insurance
- Statutory amounts required by Texas law
- Employer's Liability: $1,000,000
- Waiver of subrogation required

(b) Comprehensive General Liability Insurance
- General aggregate of $2,000,000
- Owners' and Successful bidders' Protective Liability of $1,000,000
- Products and Completed Operations of $1,000,000
- Personal and Advertising Injury of $1,000,000
- Minimum of $1,000,000 per occurrence
- Coverage shall be broad form CGL.
- No coverage exclusions shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- Waiver of subrogation required

(c) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage is afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits;

(d) Business Automobile Liability Policy
- Combined Signal Limits: $500,000
- Coverage for "Any Auto."
- Waiver of subrogation required

The following shall be applicable to all policies of insurance required herein.
- Insurance carrier must have an A.M. Best Rating of A-: VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City, its officers, agents, and employees are to be added as additional insureds to all liability policies.

- Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
- Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to the City.

15. CONTRACTOR INVESTIGATION

The Contractor shall make his own investigation regarding the proper method of doing work, all laws and regulations affecting the work to be done, all manpower, equipment, sites, facilities, and materials needed therefore, and the quantity of the work without additional compensation under whatever circumstances which may develop other than as herein provided in the attached contract.

16. CONDUCT OF WORK

A. Any work that is unsatisfactory to the City's representative will be called to the attention of the contractor and the contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with the cost charged to the contractor, or by deductions being imposed. If the contractor fails to rectify the unsatisfactory conditions, the contractor will be terminated.

B. The successful contractor shall conduct lawn services in such a manner that there will be no interruption in, or interference with the proper execution of City business. Schedule for mowing and maintenance will be dictated by the City.

C. Failure to provide services in accordance with the specifications may result in non-payment of services by adjustment of monthly fee. Failure to provide services may be cause for termination of contract.

D. When performing lawn maintenance, the speed of the riding mowing equipment should be at an acceptable rate and workers will display caution especially around areas where pedestrians are present.

E. Subcontracting mowing or maintenance responsibilities is not allowed.

17. PROTECTION AND DAMAGES

A. The successful contractor shall without additional expense to the City, be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage of property, including that of a City employee, which may occur on or about City Facilities as a result of the contractor's employee, shall be repaired or replaced at the contractor's expense.

B. The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable safety regulations, i.e. (OSHA).

C. Discharge chute guards on mowing equipment must always be engaged to prevent damage to property and people. It is there to deflect debris and cover the mower's blade.

MOWING LOCATIONS

FACILITY	ADDRESS	SERVICES NEEDED
Activity Building	416 Morningside	42 cuts per year.
Girl Scout House	Adjacent to Activity Building	42 cuts per year.
Annex Building	Adjacent to Activity Building	42 cuts per year.
Bay Area Blvd. Medians	Bay Area Blvd.	42 cuts per year.
Blackhawk Medians	Blackhawk	42 cuts per year.
Forest Bend Medians and Townes Rd Medians.		42 cuts per year.
Eldorado Sign	Eldorado and Friendswood Link	42 cuts per year.
Friendswood City Hall	910 S. Friendswood Drive	42 cuts per year.
Friendswood Lakes Blvd and ROW	Friendswood Lakes Blvd	42 cuts per year.
Fire Station #1	1610 Whitaker	52 cuts per year.
Swimming Pool	900 Cedarwood	52 cuts per year.
Stevenson Park	1000 S. Friendswood Dr.	52 cuts per year.
Stevenson Disc Golf	220 Shadwell	42 cuts per year.
Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	42 cuts per year.
Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	42 cuts per year.
Killarney Right of Way	Killarney	42 cuts per year.
Fire Station #2	2605 W. Parkwood Dr.	42 cuts per year.
Fire Station #3	4302 Laura Leigh Dr.	42 cuts per year.
Fire Station #4	111 Woodlawn	52 cuts per year.
Leavesly Park (Hangar)	901 Buckingham	42 cuts per year.
City Library	416 S. Friendswood Drive	52 cuts per year.

FACILITY	ADDRESS	SERVICES NEEDED
Public Works (entire campus)	15355 Blackhawk Blvd	42 cuts per year.
Centennial Park. Entire campus mowed weekly on Thursday. (11 fields mowed twice a week on Tuesday and Thursday only)	2200 S. Friendswood Drive	42 cuts per year.
Corporal Steven Schulz Sportspark (entire campus; omit youth fields)	2910 W. Parkwood	42 cuts per year.
Renwick Park (omit youth fields)	205 Stadium Drive	42 cuts per year.
Stanley Ct. Median	Stanley Ct.	42 cuts per year.
Animal Control	3000 W. Parkwood	52 cuts per year.
League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	42 cuts per year.
Friendswood Lake Park	2533 Davis Prairie Lane	42 cuts per year.
Leisure Lane Medians	Leisure Lane	42 cuts per year.
518 Medians	Located on 518 throughout Friendswood	42 cuts per year.
Friendswood Police Department	1600 Whitaker	52 cuts per year.
2351 Medians	Located on 2351 from 518 East to Beamer	42 cuts per year.
2351 ROW	Located on 2351 from 518 East to Beamer	42 cuts per year.

BID #2022-06 Pricing Sheet

	FACILITY	ADDRESS	NUMBER OF CUTS	PRICE PER CUT	ANNUAL AMOUNT
1	Activity Building	416 Morningside	42	$ 20.00	$ 840.00
2	Girl Scout House	Adjacent to Activity Building	42	$ 20.00	$ 840.00
3	Annex Building	Adjacent to Activity Building	42	$ 20.00	$ 840.00
4	Bay Area Blvd. Medians	Bay Area Blvd.	42	$ 80.00	$ 3,360.00
5	Blackhawk Medians	Blackhawk	42	$ 350.00	$ 14,700.00
6	Forest Bend Medians and Townes Rd Medians.		42	$ 27.50	$ 1,155.00
7	Eldorado Sign	Eldorado and Friendswood Link	42	$ 25.00	$ 1,050.00
8	Friendswood City Hall	910 S. Friendswood Drive	52	$ 88.00	$ 4,576.00
9	Friendswood Lakes Blvd and ROW	Friendswood Lakes Blvd	42	$ 77.00	$ 3,234.00
10	Fire Station #1	1610 Whitaker	52	$ 105.00	$ 5,460.00
11	Swimming Pool	900 Cedarwood	52	$ 75.00	$ 3,900.00
12	Stevenson Park	1000 S. Friendswood Dr.	52	$ 680.00	$ 35,360.00
13	Stevenson Disc Golf	220 Shadwell	42	$ 107.00	$ 4,494.00
14	Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	42	$ 400.00	$ 16,800.00
15	Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	42	$ 27.50	$ 1,155.00
16	Killarney Right of Way	Killarney	42	$ 27.50	$ 1,155.00
17	Fire Station #2	2605 W. Parkwood Dr.	42	$ 45.00	$ 1,890.00
18	Fire Station #3	4302 Laura Leigh Dr.	42	$ 30.00	$ 1,260.00
19	Fire Station #4	111 Woodlawn	52	$ 75.00	$ 3,900.00
20	Leavesly Park (Hangar)	901 Buckingham	42	$ 160.00	$ 6,720.00
21	City Library	416 S. Friendswood Drive	52	$ 38.50	$ 2,002.00
22	Public Works (entire campus)	15355 Blackhawk Blvd	42	$ 72.00	$ 3,024.00
23	Centennial Park (entire campus)	2200 S. Friendswood Drive	42	$ 1,250.00	$ 52,500.00
24	Centennial Park (11 fields only)	2200 S. Friendswood Drive	42	$ 450.00	$ 18,900.00
25	Corporal Steven Schulz Sportspark (entire campus; omit youth fields)	2910 W. Parkwood	42	$ 750.00	$ 31,500.00
26	Corporal Steven Schulz Sportspark (4 adult fields only)	2910 W. Parkwood	42	$ 415.00	$ 17,430.00
27	Renwick Park (omit youth fields)	205 Stadium Drive	42	$ 410.00	$ 17,220.00
28	Stanley Ct. Medians	Stanley Ct.	42	$ 25.00	$ 1,050.00
29	Animal Control	3000 W. Parkwood	52	$ 120.00	$ 6,240.00
30	League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	42	$ 25.00	$ 1,050.00
31	Friendswood Lake Park	2533 Davis Prairie Lane	42	$ 600.00	$ 25,200.00
32	Leisure Lane Medians	Leisure Lane	42	$ 32.00	$ 1,344.00
33	518 Medians	Located on 518 throughout Friendswood	42	$ 120.00	$ 5,040.00
34	Friendswood Police Department	1600 Whitaker	52	$ 65.00	$ 3,380.00
35	2351 Medians	Located on 2351 from 518 East to Beamer	42	$ 200.00	$ 8,400.00
36	2351 ROW	Located on 2351 from 518 East to Beamer	42	$ 170.00	$ 7,140.00
				GRAND TOTAL	$ 314,109.00

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PRICING SHEET FOR IFB 2022-06

Activity Building	416 Morningside	
Girl Scout House	Adjacent to Activity Building	
Annex Building	Adjacent to Activity Building	
Bay Area Blvd. Medians	Bay Area Blvd.	
Blackhawk Medians	Blackhawk	
Forest Bend Medians and Townes Rd Medians.		
Eldorado Sign	Eldorado and Friendswood Link	
Friendswood City Hall	910 S. Friendswood Drive	
Friendswood Lakes Blvd and ROW	Friendswood Lakes Blvd	
Fire Station #1	1610 Whitaker	
Swimming Pool	900 Cedarwood	
Stevenson Park	1000 S. Friendswood Dr.	
Stevenson Disc Golf	220 Shadwell	
Whispering Pines & FM 518 Right of Way	Whispering Pines & FM 518	
Glenshannon & Greenbriar Right of Way	Glenshannon & Greenbriar	
Killarney Right of Way	Killarney	
Fire Station #2	2605 W. Parkwood Dr.	
Fire Station #3	4302 Laura Leigh Dr.	
Fire Station #4	111 Woodlawn	
Leavesly Park (Hangar)	901 Buckingham	
City Library	416 S. Friendswood Drive	

Public Works (entire campus)	15355 Blackhawk Blvd	
Centennial Park (see mowing services needed above. They are more than the others.)	2200 S. Friendswood Drive	
Corporal Steven Schulz Sportspark (entire campus; omit youth fields)	2910 W. Parkwood	
Renwick Park (omit youth fields)	205 Stadium Drive	
Stanley Ct. Median	Stanley Ct.	
Animal Control	3000 W. Parkwood	
League City Entry Sign	Located off 518 on the Eastside of Friendswood at the Friendswood / League City border.	
Friendswood Lake Park	2533 Davis Prairie Lane	
Leisure Lane Medians	Leisure Lane	
518 Medians	Located on 518 throughout Friendswood	
Friendswood Police Department	1600 Whitaker	
2351 Medians	Located on 2351 from 518 East to Beamer	
2351 ROW	Located on 2351 from 518 East to Beamer	

GRAND TOTAL	**$_____**

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:
Section 1. (a)
(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that Horticare _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name George Zagorianos

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)

and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

Notary Public in and for the State of Texas

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason
	None	

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company Horticare

Agent George Zagorianos

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform:
   Horticare will be available within one week of contract award notice.
   Please refer to attachment for staffing plan.
   (Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:
   All equipment allocated to project is on hand and ready for use. Please refer to attachment for equipment list.
   (Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel:
   A total of 9 people will be allocated to this contract. One Supervisor, 2 foremen and 6 Crew members. Please refer to staffing plan for detail.
   (Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources:
   Horticare has licensed applicators & irrigation technicians on staff to serve as a Full service landscape management Company.
   (Identify any other resources to be allocated to complete contract performance)

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider renewing the Landscape and Maintenance Services Agreement with Manor Maintenance, Inc., for the second one-year renewal term.

Originating Department: City Attorney

Degree of importance: Staff recommends approval.

SUMMARY / ORIGINATING CAUSE

The City entered into the Landscape and Maintenance Services Agreement with Manor Maintenance, Inc., on August 18, 2022, for a three-year term, and on August 5, 2025, for the first one-year renewal. This item authorizes the second one-year renewal under the same terms and conditions.

Funding source will be across two fiscal years. Two months will be covered out of the FY26 general fund budget with the remaining needing to be funded out of the FY27 general fund budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Second Renewal - Manor Maintenance, Inc.
2.	Form 1295 - Manor Maintenance Inc
3.	Gov't Code Verifications - Manor Maintenance Inc

MEMORANDUM OF RENEWAL
OF THE
LANDSCAPE AND MAINTENANCE SERVICES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

WHEREAS, on August 18, 2022, the City of Friendswood (the "City") entered into the Landscape and Maintenance Services Agreement (the "Agreement") with Manor Maintenance, Inc. (the "Contractor") after issuing a request for proposals for such services; and

WHEREAS, Section 7.1.1 of the Agreement specifies that the Agreement is for an initial term of three (3) years, which commenced on August 18, 2022, and ends on August 18, 2025; and

WHEREAS, pursuant to Section 7.1.2, the Agreement may be extended for two (2) one-year terms upon the City providing notice to the Contractor; and

WHEREAS, on August 5, 2025, the City and the Contractor extended the Agreement for the initial one-year period commencing on August 18, 2025 and ending on August 18, 2026; and

WHEREAS, the City and the Contractor wish to extend the Agreement for the second and final one-year period, commencing on August 18, 2026, and ending on August 18, 2027, contingent upon the appropriation of funds by the City Council of the City of Friendswood and the terms of this Memorandum of Renewal (the "Memorandum"); and

WHEREAS, the appropriations pursuant to this Memorandum for the above-referenced renewal period total THREE HUNDRED EIGHTY-SEVEN THOUSAND FORTY-FIVE AND 24/100 DOLLARS ($387,045.24) for basic services;

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

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Memorandum shall have the same meanings as in the Agreement.

2. Renewal and Extension.
Contingent upon the City Council appropriating sufficient funds to pay the annual obligation of this Memorandum, the City and the Contractor hereby renew the Agreement for a one-year term commencing on August 18, 2026, and ending on August 18, 2027. The renewal evidenced by this Memorandum shall be under the same terms and conditions as expressed in the Agreement.

3. Conflicts. The provisions of this Memorandum and the provisions of the Agreement should be read together and construed as one agreement; provided that, in the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of this Memorandum shall control.

4. Entire Agreement. This Memorandum and the Agreement replace and supersede all prior agreements for landscape and maintenance services by and among the City and the Contractor and supersede all prior written and oral statements; and no representation, statement, or condition or warranty not contained in such documents is binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement, this the ___ day of _____, 2026, the date of signature by the City Manager.

CITY:
CITY OF FRIENDSWOOD

_____
MORAD KABIRI, City Manager

ATTEST:

_____
RAQUEL MARTINEZ, City Secretary

CONTRACTOR:
MANOR MAINTENANCE, INC.

_____
TODD MENDENHALL, President

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me, Linda Newsted, the undersigned notary public, on this day personally appeared Todd Mendenhall, in his capacity as President of Manor Maintenance, Inc., on behalf of such corporation,

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

(check one)

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

Given under my hand and seal of office this 25 day of June, 2026.

LINDA NEWSTED
Notary ID #13429499-4
My Commission Expires
April 9, 2027

_____
Notary Public in and for the State of Texas

My commission expires: April 9, 2027

H:\Contracts\Manor Maintenance - Landscaping Contract\Second Renewal.doc

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider authorizing an Interlocal Agreement with Galveston County for the FY2027 Congregate Meal Program.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes an interlocal agreement with Galveston County (the "County") for the FY2027 Congregate Meal Program (the "Agreement").

Under this Agreement, the County provides meals to eligible participants of the Friendswood Senior Citizen Program at the Activity Building for a term beginning October 1, 2026, and ending on September 30, 2027. There is no fiscal impact to the City, as the meals provided are for eligible participants only.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Failure to approve would eliminate meals for the Senior Citizen Program.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Agreement_Congregate Meal Services_Friendswood FY27

Galveston County Parks & Cultural Services
Congregate Meal Service Agreement
FY27

This agreement is by and between **Galveston County, Galveston County Department of Parks and Cultural Services** and the **City of Friendswood (authorized agents named below).** The purpose for this agreement is to allow the **City of Friendswood** to provide congregate meal service for eligible clients.

The parties agree that **City of Friendswood** will have congregate meal service as described below:

Effective Date: October 1, 2026

Eligible for renewal: Yes; terms - annually on October 1 and dependant on award of H-GAC grant.

Facility: Friendswood Activity Building

Days of the week:

- **Monday-Friday**

Galveston County Parks & Cultural Services will:

- Be responsible for scheduling the delivery of the congregate meal service via approved food vendor to **City of Friendswood**.
- Provide the authorized contact list of soon to be expired and expired clients on a monthly basis for reassessment or removal from the program.
- Invoice **City of Friendswood** for non-eligible meals/units on a quarterly basis.
- Deposit program income collected.
- Administer the H-GAC grant paperwork associated with the congregate meal program.

City of Friendswood will:

- Require an organization representative to attend a mandatory HGAC Nutrition and Support Services Training provided by H-GAC (date and time T.B.D.).
- Provide Galveston County Parks & Cultural Services a copy of your organization's current, valid, Health Permit.
- Provide and maintain Food Handlers/Managers Permits, Safeguarding Confidential Information, and CPR/First Aid Certificates throughout the agreement term and provide Galveston County Parks & Cultural Services copies of any new permits.
- Be responsible for calling, emailing or faxing in a completed meal order and verifying receipt of the meal order by 12:00pm, the day prior of congregate meal services.

- Complete assessments by prescribed deadlines and remit assessments/151 forms once complete to Galveston County Parks & Cultural Services, Records Specialist.

- Collect congregate meal program income daily and deliver monthly income to Galveston County Parks & Cultural Services Department within the first three days of the month, for income collected the previous month.

- Reimburse Galveston County for any meals/units served to non-eligible clients at a rate of $7.14 per meals/unit. Non-eligible meals will be invoiced to **City of Friendswood** quarterly and reimbursement from **City of Friendswood** will be made to "Galveston County Parks & Cultural Services Department", 4102 Main Street, La Marque, TX 77568.

- Inform the Galveston County Parks & Cultural Services Division when the congregate meal service is not needed, at least 48 hours in advance of non-usage.

This agreement:

- Is non-transferable;

- Constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements;

- May not be amended or waived, in whole or in part, except in writing signed by both parties;

- Can be terminated should any obligation failed to be fulfilled in this agreement or for the convenience of any party. Either party may cancel this agreement, in writing with at least 30 calendar days notice.

In Witness Whereof the parties have executed this Agreement effective on the date listed below.

Galveston County

_____
Mark A. Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

Signature:_____ Date:_____
Galveston County Parks & Cultural Services, Director
Martha Lee
4102 Main Street
La Marque, TX 77568

Signature:_____ Date:_____
Primary Representative, Name:_____ (print)
Address:_____
City, State Zip:_____
Phone:_____
Email:_____

Signature:_____ Date:_____
Alternate Representative, Name:_____ (print)
Address:_____
City, State Zip:_____
Phone:_____
Email:_____

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/01/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a School Resource Officer Agreement with the Friendswood Independent School District.

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item authorizes a School Resource Officer Agreement with the Friendswood Independent School District (the "District"). The City will provide four (4) police officers to staff the SRO Program. Normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Friday, but may be altered to meet special needs of the school. Subject to appropriations, the District will pay the City the full cost of three (3) full-time police officers and 50% for one (1) full-time sergeant.

The proposed agreement is the same as the previous agreement that the City Council approved on July 7, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	2026-2027 SRO Agreement

SCHOOL RESOURCE OFFICER AGREEMENT

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This School Resource Officer Agreement ("Agreement") is made and entered into on the 7th day of July, 2026 (the "Effective Date"), by and between the Friendswood Independent School District ("FISD"), and the City of Friendswood ("City").

WITNESSETH:

WHEREAS, FISD desires to have the City, through its Chief of Police ("Chief"), continue the School Resource Officer ("SRO") Program; and

WHEREAS, FISD and the City (individually a "Party" and collectively the "Parties") have jointly established written SRO guidelines and procedures under which the SRO Program ("SRO Program") will operate; and

WHEREAS, in accordance with Section 37.081 of the Texas Education Code, the FISD's Board of Trustees has established the SRO's jurisdiction as including all district properties, all district-sponsored activities, both on-campus and off-campus, and during all travel to and from district-sponsored activities; and

WHEREAS, the Parties desire to enter into this Agreement for the provision of police services by the City in Friendswood High School, Friendswood Junior High School, and other FISD campuses; and

WHEREAS, FISD and the City also desire to continue the Integrated Safety Response Program they commenced in 2022 with those technology improvements acquired and installed to provide additional response capabilities for FISD and the City (the "ISR Program"); and

WHEREAS, all obligations of the Parties will be funded from their respective current revenues;

NOW THEREFORE, in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

1. Dates of Agreement.

(1) Except for Section 4 hereof which will be effective on the Effective Date, this Agreement will commence on September 1, 2026, and expire on August 31, 2027. This Agreement may be extended or canceled by either of the Parties by giving ninety (90) days' written notice to the other Party. Any renewal or amendment of this Agreement shall be in writing and signed by both Parties.

(2) Should either Party fail to appropriate funds necessary to fulfill the terms of this Agreement, it shall give immediate written notice to the other Party; and the Agreement shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first.

(3) It is expressly understood and agreed that this Agreement may be terminated by the City if FISD has defaulted in timely paying any obligation herein and fails to cure such default

within five (5) days of receiving written notice thereof. If FISD fails to cure the default within the five-day period, the City shall be relieved of its obligations under this Agreement and the Agreement shall be deemed terminated effective after the expiration of the five-day cure period. Likewise, FISD shall have the right to terminate this Agreement should the City default in its obligations and fail to cure such default within five (5) days of receiving written notice thereof.

2. Officers Provided for SRO Program.

a. School Year. For FISD's 2026-27 school year, the City will provide four (4) police officers to staff the SRO Program in accordance with the following schedule:

(1) the normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Friday;

(2) the length and starting time of the day may be altered to meet special needs at the school; and

(3) changes in work schedule will be reported to the principal and the Chief, including absences due to illness, injury, training, or vacation.

An SRO will report to the City on days when the students are not in school. Two (2) police officers will be assigned full-time to SRO duties at the Friendswood High School, one (1) police officer will be assigned full-time to SRO duties at the Friendswood Junior High School, and one (1) police officer will be assigned roving duties at all other FISD campuses during the days students are scheduled to be at school for the 2026-27 school year.

b. Summer School. For FISD's 2026 summer school session, the City will provide one (1) police officer to staff the SRO Program in accordance with the following schedule:

(1) the normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Thursday;

(2) the length and starting time of the day may be altered to meet special needs at the school; and

(3) changes in work schedule will be reported to the principal and the Chief, including absences due to illness, injury, training, or vacation.

The SRO will report to the City on days when the students are not in school. For FISD's summer school, the police officer will be assigned full-time to SRO duties at Friendswood High School during the days students are at summer school at Friendswood High School.

c. Summer Community Education Programs. For FISD's 2026 summer community education program, the City will provide one (1) police officer to staff the 2026 summer community education program in accordance with the following schedule:

(1) the normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Thursday;

(2) the length and starting time of the day may be altered to meet special needs at the school; and

(3) changes in work schedule will be reported to the principal and the Chief, including absences due to illness, injury, training, or vacation.

The SRO will report to the City on days when the summer community education program is not in session. For FISD's summer community education program, the police officer will be assigned full-time to SRO duties at Friendswood Junior High School.

3. Technology Provided ISR Program.

(1) Maintenance. FISD and the City hereby agree to continue and maintain the ISR Program that it commenced in 2022 to provide additional response capabilities to both Parties. If the technology improvements of the ISR Program fail to perform as intended, the City shall make a good faith effort to resolve such operational issue(s) with its contracted vendor.

(2) VPN Access. FISD will provide VPN access to its cameras. City shall ensure such VPN access is provided only to authorized personnel and shall immediately inform FISD if there is a security breach of its network connection. FISD does not guarantee that VPN access will be free from interference or interruption, and FISD shall not be liable in the event VPN access fails or is disrupted for any reason whatsoever. VPN access to FISD cameras is provided only for use in the event a safety response is required. Officers shall not utilize such VPN connection to access FISD cameras unless a safety response is required or unless otherwise requested by FISD.

4. Payment.

(1) SRO Program. For the SRO Program, FISD shall pay the City the amounts as calculated below for salaries and vehicles.

a. Salaries. FISD shall pay the City the actual full cost of all salaries and benefits (retirement contributions, City's Medicare contributions, approved overtime, etc.) for three (3) full-time police officers and 50% for one (1) full-time sergeant, as estimated in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

b. Vehicles. FISD shall pay the City the annualized cost to the City of three (3) police vehicles pro-rated for a nine-month school year, based on a 6-year life cycle, as estimated in Exhibit "A."

(2) ISR Program. Should any of the technology improvements of the ISR Program be in need of repair or replacement during the term of this Agreement, the City shall notify FISD; and the Parties agree to share in the cost of such repair or replacement as follows:

City .....2/3 of the actual cost
FISD.....1/3 of the actual cost

If, due to reduced budgeted funds, either Party is unable to fund the needed repair or replacement, such Party will notify the other Party. Upon notification, the ISR Program will terminate and neither Party shall have any further obligation under such Program.

(3) Appropriations by FISD. Payments to the City under this Agreement will be made from current revenues available to FISD. If FISD is required to reduce the number of SROs it

funds due to reduced budgeted funds, it will notify the City at the time the reduction in funding occurs, and the Agreement shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first.

5. Method of Payment.

(1) Estimates. A detailed annual estimate of the actual full cost of rendering the services set forth in this Agreement is attached as Exhibit "A." Based on this estimate, FISD shall pay the City in two (2) equal lump-sum payments – the first being on or before December 31, 2026, and the second being on or before May 31, 2027. Payment shall be made to the City and sent to the following address: Administrative Services Office, City of Friendswood, 910 S. Friendswood Drive, Friendswood, Texas 77546-4856, Attention: Finance Division. A copy of the remittance documentation shall be sent to the Chief and the City Manager.

(2) True-up. Upon completion of the term of this Agreement, the actual full costs (including approved overtime) incurred during the year relating to the services rendered herein shall be calculated and a determination made of the variance between the amount paid during the year by FISD and the actual full cost incurred and owed by FISD. Any amount paid during the year by FISD in excess of those costs actually incurred shall be refunded to FISD by the City within thirty (30) days of a written request submitted by FISD. Any amount owed by the FISD as a result of such variance shall be remitted to the City within thirty (30) days of a written request submitted by the City. Request for a refund by FISD or a remittance by the City must be submitted to the other Party within thirty (30) days of the conclusion of this Agreement. Should the Agreement be terminated prior to expiration, said credit or debit shall be promptly paid by the responsible Party to the other.

(3) Salary Increases. The current salary schedule will be at each officer's current salary rate. Each officer will receive merit increases on the anniversary date of hire by the City. The City will document the FISD billing to reflect this salary adjustment.

6. Substitute Officer. The City will provide a replacement or substitute SRO whenever it is anticipated that an officer will be away from normal SRO duties. FISD agrees to pay the substitute officer's overtime rate.

7. Vehicles provided by Friendswood Police Department. The Friendswood Police Department will provide sufficient marked police cars so that each SRO will have transportation. The SRO transportation will allow them to transport prisoners from the schools to the incarceration facilities located in Galveston County. The City will purchase and provide all fuel, maintenance, and insurance costs for vehicles as well as all other equipment normally provided to marked patrol cars. The City and the Department shall remain solely responsible for the officers' use of the police cars; and while not in use by the SROs, the police cars may be assigned to other officers for use during non-school hours.

8. Equipment Provided by Friendswood Police Department. The City will provide the SROs the following:
   a. uniforms, including bulletproof vests,
   b. law books and report forms needed,
   c. 800 MHz radios,
   d. patrol cars,
   e. training, and
   f. other miscellaneous police-related equipment and supplies.

9. Equipment Provided By FISD. FISD will provide an office and office equipment for the SROs on each campus, including desks, chairs, phones, copier (or access to), internet access for computer use, file cabinets on each campus, maps and personnel rosters of campuses, school policy manual and school district frequency radios. FISD will also provide sufficient security containers with key code access for the storage of weapons and other police-related supplies. Offices must be set up so that an officer can conduct an interview in privacy.

10. Independent Contractors of FISD. The SROs shall remain employees of the City and shall be at the control and supervision of the Chief. Subject to Sections 4 and 5 hereinabove, the City shall be solely responsible for the compensation, assignment, training, and supervision of the SROs, and shall ensure that the officers have completed all background checks as required by the Department and FISD under Texas law. Complaints or problems with SROs shall be directed through the Chief.

11. Police Trainings and Functions. The police officers shall be scheduled to attend and participate in mandatory training set out by law or policy and in reasonable training programs that directly impact their ability and skills as SROs. The City will strive to assign the SROs to training dates that match those days that school is out for teacher training. It will not be possible for the SROs training day to match each day as that of the teacher in-service, but every effort possible will be made. Joint annual training will occur each year either just before or just after the beginning of the school year for SROs and District administrative staff for District campuses to ensure that all personnel are familiar with operational protocols, limits of authority, and updated case law. The City agrees to compile data and report all Group A and Group B offenses to the FBI using the National Incident Based Reporting System.

12. Temporary Reassignment of Officers. It is expressly agreed and understood between FISD and the City that, if in the opinion of the Chief, it is necessary to use the officers assigned to carry out this Agreement for other duties due to an emergency, shortage of officers or other reasons as determined solely by the Chief, that the Chief may temporarily suspend the assignment of such officers. If the assignment is suspended for a temporary response as determined by the Chief, the officer will return after such response and/or the Chief may assign another officer as an SRO during such temporary assignment.

13. Non-SRO Services.

    (1) For all events at FISD facilities, whether the same are sponsored by FISD or a third party, FISD shall be responsible for providing the adequate security, including security for crowd control, emergency response access, and safeguarding the attendees and FISD facilities. These security services are not covered by the obligations of the City or the SROs under this Agreement.

    (2) To satisfy its obligations under subsection (1) of this section for school-approved functions, FISD may request the SROs to provide security as a part-time off-duty job, subject to the Police Department's policies, procedures, and general orders. FISD shall offer such work only as an independent assignment, separate from the officers' duties as an SRO. FISD shall not state or imply that such additional work is not voluntary or that any work condition as an SRO is dependent upon the officer's agreement to perform any off-duty job. Officers shall have the right to refuse to perform any off-duty work.

    (3) To satisfy its obligations under subsection (1) of this section for the staffing of large events, such as after-hours functions, meetings, and/or sporting events requiring four or more officers, FISD may contact the Chief to request security services. The Chief shall review

the request and decide whether the City will provide the requested services. If services are provided, there will be a separate billing for Department overtime. Events subject to this subsection specifically include home football games and home stadium band competitions.

14. Lunch Periods. SROs will be entitled to a ½-hour paid lunch break. The SRO will be subject to emergency calls during lunch.

15. Officers' Duties.

(1) The SRO's primary responsibility is to enforce the law. This may include responding to calls for assistance, preventative patrol, making arrests and conducting follow-up investigations on campus. The SROs should be contacted for all on-campus responses; however, in the event of an emergency that requires additional officers in the absence of the SRO, the 9-1-1 reporting system should be utilized. SROs should maintain close liaison with campus personnel and be familiar with potential problems. SROs have discretion in matters relating to offenses at the Class C Misdemeanor level. They may, however, take the school's wishes into consideration, as the officer deems appropriate.

(2) The SRO's shall conduct physical door checks as required by the Texas Education Agency and FISD and shall document findings in the school-based reporting system established by FISD.

(3) The ultimate goal of the Program is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of school disciplinary policies and codes and the discipline codes of each school.

(4) Officers shall have final authority in all criminal matters that they investigate. As employees of the City, officers will strictly adhere to all policies and procedures, as well as Federal and State law, in all matters pertaining to arrest, search and seizure. Furthermore, officers are subject to limitations of authority as stipulated by Department Policy 2-1.

(5) SROs shall not become involved in administrative (school-related) searches, and at no time shall SROs request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

(6) Nothing in this Agreement shall be construed to prevent an officer from carrying out his/her duty as a law enforcement officer even if doing so conflicts with the terms and conditions of this Agreement. Nothing in this Agreement shall override any policy or procedure of the City or the Friendswood Police Department.

16. SRO Program Goals. The SRO Program goals are based on the following concepts: law enforcement officer, law-related educator and informal mentor and role model.

a. The SROs are first and most importantly law enforcement officers dedicated to working with school staff to promote and maintain a safe environment in their assigned school where students can learn and teachers can teach.

b. The SROs are law-related counselors who provide guidance and information on law-related issues to students, faculty, and administrators. They are a link to and an advocate for student referral services on and off campus.

c. The SROs are law-related teachers who provide their schools with an additional educational resource by sharing their expertise of Texas State laws and City ordinances in the classroom.

d. The SROs are a resource for parents. The SROs may, in an off-duty capacity, attend extra-curricular activities sponsored by their respective schools, including, but not limited to, athletic events, parent meetings, student dances and concerts.

e. The SROs report serious crime if it occurs on campus. They cooperate with law enforcement officials and facilitate the investigation of crime that may occur involving District students on or off the campus.

f. The SROs are trained and expected to provide a swift, sure response to on-campus incidents, such as the disruptive behavior of trespassers, the possession or use of weapons on campus, damage to or theft of property or a breach of District anti-violence provisions.

g. Beyond these goals, the SROs are to be an exemplary role model for the students of their schools: sending the strong message that violent behavior is not acceptable; providing leadership to help students make good choices; and enriching the partnership of teachers and SROs in support of students.

17. Assignment as SRO. The Chief and FISD will jointly select the officers for possible SRO assignment. The City will provide the training required for the new SRO; except, FISD will ensure an assigned SRO is familiarized with FISD, campus and Education Code provisions affecting his or her assignment. The Chief will have the authority to discipline or discharge an SRO. The City is responsible for annual performance evaluations of each SRO. The school principal may provide input to the process. An SRO must comply with the personnel policies of FISD, the personnel policies of the City, and the mission, vision, values, and policies of the Friendswood Police Department (the "Department").

18. Educational Records. The City understands that FISD is required to comply with certain Federal, State, and local laws and/or administrative regulations governing the confidentiality of information contained in student educational records. The City further understands that FISD follows certain rules, procedures and/or protocols to protect the confidentiality of student educational records. The City agrees the SROs will be required to abide by FISD rules, procedures and/or protocols regarding the confidentiality of student educational records. The City and FISD agree the SROs are designated as school officials under the Family Educational Rights and Privacy Act ("FERPA"). As such, (1) the services and functions provided by the SROs are services and functions for which FISD would otherwise use its own employees; (2) the SROs have been determined to meet the criteria set forth in FISD's annual notification of FERPA rights for being school officials with a legitimate educational interest in such information; (3) the SROs are under FISD's direct control with respect to its access to, maintenance of, use of, and disclosure of information contained in student educational records; and (4) SROs will use such information only for purposes expressly authorized by FISD, specifically to promote school safety and the physical security of the students. The SROs may not release such information to other parties, except as required to provide services

under this Agreement or otherwise as expressly permitted by FERPA, other applicable laws, and FISD.

19. Critical Incident Communication. The City and FISD agree that should a critical incident occur at an FISD school, each shall follow its critical incident/emergency operations plan.

20. Miscellaneous. The Program at each campus is designed to be unique, based on the working relationship established between the principal of the school and the assigned SRO. The needs at each campus are different. The principal and the SRO will develop a common vision that enables the tailoring of a program to meet student needs given the range of ages at the junior high and high school. Working as a team, the principal, other key campus staff and the SRO, will make FISD's ten elements of character education a lively, active force in the day-to-day life on each campus.

21. Notices. All notices, communications, and reports required or permitted under this Agreement shall be personally delivered to the respective Parties, by registered or certified United States mail, postage paid, return receipt requested at the addresses shown below, unless and until either Party is subsequently notified otherwise in writing.

If intended for City, to:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546-4856
Attention: City Manager

with a copy to:
Friendswood Police Department
1600 Whitaker Drive
Friendswood, Texas 77546
Attention: Chief of Police

If intended for FISD, to:

Friendswood Independent School District
302 Laurel Drive
Friendswood, Texas 77546
Attention: Superintendent of Schools

All notices hereunder given shall be deemed validly given when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle if the notice otherwise complies with all of the requisites of this section.

22. Venue. The obligations of the Parties hereto shall be performed in Galveston County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Galveston County, Texas.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and courts of the State of Texas.

24. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof; and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

25. Limitation of Agreement. It is expressly understood and agreed by the City and FISD that this Agreement is for SRO services only and shall not be construed to satisfy FISD's obligations concerning the provision of armed security officers pursuant to Section 37.0814, Texas Education

Code, or for any other obligation imposed by law on FISD. It is understood that to comply with mandates of Section 37.0814, the District may obtain security services from a third party. The District agrees that, in engaging such third party, the District shall require the third party's security officers (the "Security Officers") to collaborate with the SROs and the Chief. In any law enforcement incident in which the Security Officers are involved within City of Friendswood on behalf of the District, the Security Officers shall participate in such event under unified or incident command headed by the City and/or the Chief. Notwithstanding anything contained herein to the contrary, the Security Officers are and shall at all times be considered independent contractors.

26. Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous agreements between the Parties and relating to matters in this Agreement, and cannot be modified or extended without written agreement of the Parties to be attached to and made a part of this Agreement.

27. Authority. This Agreement is entered under authority of and in accordance with the provision of Chapter 791, Texas Government Code, and Section 37.081, Texas Education Code, as of the Effective Date. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective governmental entities.

IN WITNESS WHEREOF, the undersigned execute this Agreement on this 7th day of July, 2026.

CITY OF FRIENDSWOOD	FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT
_____	_____
MORAD KABIRI City Manager	THAD ROHER Superintendent of Schools
_____	_____
Date	Date

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Exhibit A

Friendswood ISD School Resource Officer Contract 2027

Description	Ives	Waggoner	Whittaker	Higgs
Salary/Wages	$ 91,686.40	$ 91,686.40	$ 91,686.40	$ 97,739.20
Taxes	$ 7,427.11	$ 7,298.59	$ 7,289.41	$ 7,784.58
Benefits	$ 40,708.44	$ 40,427.96	$ 40,407.93	$ 41,613.31
Add Pays	$ 5,400.00	$ 3,720.00	$ 3,600.00	$ 4,020.00
	$ 145,221.95	**$ 143,132.95**	**$ 142,983.74**	**$ 151,157.08**

Personnel Costs	FISD	City	Total
Ives	$ 145,221.95	0	$ 145,221.95
Waggoner	$ 143,132.95	0	$ 143,132.95
Whittaker	$ 142,983.74	0	$ 142,983.74
Higgs	$ 75,578.54	$ 75,578.54	$ 151,157.08
TOTAL PERSONNEL COSTS	**$ 506,917.18**	**$ 75,578.54**	**$ 582,495.72**

Vehicle Costs	FISD	City	TOTAL
Vehicle 1	$ 18,750.00	$ 6,250.00	$ 25,000.00
Vehicle 2	$ 18,750.00	$ 6,250.00	$ 25,000.00
Vehicle 3	$ 18,750.00	$ 6,250.00	$ 25,000.00
Supervisor Vehicle		$ 25,000.00	$ 25,000.00
TOTAL VEHICLE USAGE COSTS	**$ 56,250.00**	**$ 43,750.00**	**$ 100,000.00**

Other Estimated Costs	Salary above top out	Overtime (Estimated)	Mandatory Training	Personnel Supplies	TOTAL
Ives	$ 4,356.66	$ 2,214.50	$ 500.00	$ 1,500.00	$ 8,571.16
Waggoner	$ 4,293.99	$ 2,214.50	$ 500.00	$ 1,500.00	$ 8,508.49
Whittaker	$ 4,289.51	$ 2,214.50	$ 500.00	$ 1,500.00	$ 8,504.01
Higgs	$ 4,534.71	$ 2,309.50	$ 500.00	$ 1,500.00	$ 8,844.21
TOTAL OTHER CITY COSTS	**$ 17,474.87**	**$ 8,953.00**	**$ 2,000.00**	**$ 6,000.00**	**$ 34,427.87**

	FISD	City	TOTAL
SRO PROGRAM COSTS	$ 563,167.18	$ 153,756.41	$ 716,923.59

Total Program Cost Increase **$ 8,067.76**
FISD Percentage of Cost **79%**

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/27/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider approving the disposal of two (2) Police Department vehicles through E-Block.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item approves the disposal of two (2) Police Department vehicles, specifically, a 2013 Dodge Charger and a 2016 Ford Explorer, through E-Block. The department has decommissioned these vehicles, which have been in service since 2013 and 2016 respectively, and proposes their disposal through services provided by E-Block.

Costs associated with keeping the vehicles suitable for service are high, thus, making the most cost-effective solution that of auction. The vehicles will be decommissioned per the standards set by Local Government Code, Section 272.006 Sale or Transfer of Law Enforcement Vehicle, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

Auction proceeds from the vehicle sales will be recorded in the City's Vehicle Replacement Fund to help offset the cost of future vehicle purchase(s).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of all of these vehicles will be deposited into the Vehicle Replacement Fund (VRF).

RECOMMENDATIONS

Staff recommeds approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider authorizing the City Manager to negotiate and execute pre-event contracts for debris removal services with CrowderGulf, LLC, and DRC Emergency Services, LLC.

Originating Department: Emergency Services Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute pre-event contracts for debris removal services in the event of an unforeseen emergency/disaster. On May 13, 2026, the Department of Emergency Services went out for Proposals RFP 2026-06 for Debris Removal.

RFP 2026-06 was published in The Reporter News on May 13, 2026, and May 20, 2026, and as a result received 10 sealed proposals from the following companies: AfterMath Disaster Recovery, Clean Harbors Environmental Services, Inc., CrowderGulf, CTC Disaster Response, DRC Emergency Services, Garner, Global Emergency Services, Looks Great Services of MS, Inc., Southern Disaster Recovery, Inc., TFR Enterprises, Inc.

The proposals were opened on Friday, May 29, 2026, and after reviewing them, the selection committee recommends awarding the pre-event contracts for debris removal to CrowderGulf, Inc. (primary) and DRC Emergency Services, LLC (secondary). It has been the practice of the Department of Emergency Services to have redundancy and back-up contracts when possible. FEMA prefers and encourages multiple contracts.

There are no upfront costs for this contract to be in place. (*) Funds would be appropriated only if the contract is executed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	2026-06 - RFP_RFQ Opening
2.	2026-06 Disaster Debris REMOVAL SCOPE v5.1 FINAL
3.	DRC 1295 TGC Verifications 2026
4.	CrowderGulf 1295 TGC Verifications 2026

Bids and RFPs

City Secretary

Date of Bid Opening
05/29/2026 09:00 AM

Bid
2026-06 - Disaster Debris Removal Services

Department Representative(s)

Name
Jeff Spears

Name
Dee Valdovinos

Addenda Issued

Addendum No	Date Issued
1	05/22/2026

Tabulation

No.	Company/Address	RFP/BID Amount
1	Garner	
2	Looks Great Services of MS, Inc	
3	Clean Harbors Environmental Services, Inc	
4	AfterMath Disaster Recovery	
5	TFR Enterprises, Inc	
6	DRC Emergency Services	
7	CrowderGulf	
8	CTC Disaster Response	
9	Southern Disaster Recovery, Inc	
10	Global Emergency Services	

THIS BID TABULATION RECEIVED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATIONAL PURPOSES ONLY.

CITY OF FRIENDSWOOD, TEXAS
REQUEST FOR PROPOSALS NO. 2026-06
DISASTER DEBRIS REMOVAL SERVICES

INFORMATION

Issue date: Wednesday, May 13, 2026
Deadline for Questions: Friday, May 22, 2026, at 9:00 A.M.
Closing date & time: Friday, May 29, 2026, at 9:00 A.M.

RETURN PROPOSALS TO

City Secretary's Office
Friendswood City Hall
910 S. Friendswood Drive
Friendswood, Texas 77546

FOR INFORMATION CONTACT

Jeffery R. Spears
Purchasing Coordinator
910 S. Friendswood Drive
Friendswood, Texas 77546
281-996-3274
jspears@friendswood.com
www.ci.friendswood.tx.us

CITY OF FRIENDSWOOD, TEXAS
NOTICE OF REQUEST FOR PROPOSALS
RFP NO. 2026-06
DISASTER DEBRIS REMOVAL SERVICES

Competitive Sealed Proposals shall be submitted via one (1) electronic copy, on one (1) flash drive or CD. Each electronic copy must include the signature of a person with the authority to bind the contractor into a contract. All submitted materials must be clearly marked with "**RFP NO. 2026-06, DISASTER DEBRIS REMOVAL SERVICES**, along with the name of the contractor and addressed to the City of Friendswood, Attn: City Secretary. Said submissions are to be received at Friendswood City Hall, City Secretary's Office, 910 S. Friendswood Dr., Friendswood, TX, 77546 on or before **9:00 A.M.**, **May 29, 2026**, at which time the proposals will be opened.

The City of Friendswood (the "City") reserves the right to reject any or all proposals and to waive any informality in the proposals received. The contract, if any, will be awarded to the proposer providing the best value to the City based upon the following criteria and the points assigned to each:

Criteria	Points
Qualifications	20
Experience on Similar Projects	25
Project Methodology	20
Pricing and Fees	25
References	10

The City pays for goods and services according to the provisions of Chapter 2251 of the Government Code.

Specifications and related information may be downloaded from the City's website at https://www.ci.friendswood.tx.us/Bids.aspx or may be reviewed/inspected during regular business hours in the City Secretary's Office, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546.

All questions must be submitted to jspears@friendswood.com, no later than **9:00 A.M., May 22, 2026.**

For additional information, please contact Jeff Spears, Purchasing Coordinator at (281) 996-3274 or via email to jspears@friendswood.com.

/S/Raquel Martinez, City Secretary

I. SCOPE

The City seeks to establish one or more contracts for disaster debris removal, reduction, disposal, and other emergency cleanup services (other than household garbage) from public property and public rights of ways within the municipal boundaries of the City immediately after a tropical storm, hurricane, tornado, flood, severe winter storm, or other incident, emergency, or disaster. The objective of this Request for Proposal (RFP) and subsequent contracting activity is to secure the services of an experienced Contractor who is capable of efficiently removing large volumes of eligible debris in a timely and cost-effective manner and lawfully disposing of all debris. The Contractor must be capable of assembling, directing, and managing a workforce to complete the debris management operations within 60 days.

II. TERM OF AWARD

The initial term of this agreement shall be for three (3) years from the date of City Council approval. The City has the right to extend the contract period for two (2) additional, one (1) year periods upon mutual agreement between the City and the Contractor.

III. DEFINITIONS

When used in this Request for Proposal (RFP), the following words, terms and phrases shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

A. Construction and Demolition (C&D) Debris: Debris, including, but not limited to, damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, fixtures, and similar materials.

B. Debris: Items and materials broken, destroyed, or displaced by an incident, emergency, or disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.

C. Debris Clearance: Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

D. Debris Manager: The City's Debris Manager is responsible for coordinating disaster debris operations with respect to the emergency clearance and permanent removal and disposal of debris.

E. Debris Monitoring: Actions taken by the City to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract, scope-of-work and/or is eligible for grant reimbursement or cost recovery.

F. Debris Removal: Picking up debris and taking it to a temporary debris staging and reduction site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

G. Electronic Waste (E-waste): Electronics that contain hazardous materials, such as cathode ray tubes. Examples of e-waste include, but are not limited to, computer monitors and televisions. Typically, these products contain minerals and chemicals that require specific disposal methods.

H. Eligible Debris: Debris generated by the incident, emergency, or disaster; located within a designated disaster area on the City's improved property or rights-of-way; and debris removal is the legal responsibility of the City.

I. Final Disposal Site: A waste management facility, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

J. Garbage: Waste that is regularly picked up by the City or the City's commercial waste collector.

K. Hazardous Waste: Waste with properties that make it potentially harmful to human health or the environment. Typically, exhibits one or more of the following characteristics: ignitability, corrosivity, reactivity, and toxicity.

L. Household Hazardous Waste (HHW): Hazardous products and materials that are used and disposed of by residential consumers, including, but not limited to, some paints, stains, varnishes, solvents, pesticides, and

other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

M. Operations Manager (OM): Contractor's OM services as the principal liaison between the Debris Manager and the Contractor's workforce.

N. Proposal: an executed formal document submitted to the City stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the Request for Proposals (RFP) document.

O. Recycling: Activities by which discarded materials are collected, sorted, processed, and converted into raw materials and are then used in the production of new products.

P. Right-of-Way (ROW): The portions of land over which facilities such as highways, railroads, or powerlines are built. It includes land on both sides of the facility up to the private property.

Q. Temporary Debris Staging and Reduction Site (TDSRS): A temporary storage site for debris established for the purposes of gathering, staging, and reduction of debris.

R. Tipping Fee: A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.

S. Vegetative Debris: Debris including, but not limited to, whole trees, tree stumps, tree branches, tree trunks, and other leafy material.

T. White Goods: Household appliances such as but not limited to refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils that must be removed and processed following environmental protocols and procedures before the white goods can be further processed for disposal and recycling.

IV. DEBRIS MANAGEMENT

Planning for debris management operations is a function of the City of Friendswood's Department of Emergency Services. In addition to using City personnel and equipment, the City will employ a Contractor to remove and dispose of eligible debris. The awarded Contractor will serve as the General Contractor throughout the mobilization of debris removal activities. Contractor may use a Subcontractor who meets the obligations of the contract. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local firms to the maximum extent practicable.

A. Request for Mobilization:

When a major disaster occurs or is imminent, the City will contact the Contractor to advise it of the City's intent to activate the contract. Debris removal will generally be limited to debris in, upon, or brought to the public streets and roads, public rights-of-way, municipal properties and facilities and other public sites. Contractors will be responsible for determining the method and manner of debris removal, consistent with the City's debris management plan. Disposal of all debris must be coordinated by the City of Friendswood to ensure proper monitoring. Within 24 hours of receiving the Notice to Proceed, the Contractor will send a management team to the City to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work.

B. The Contractor's debris removal operations shall include multiple scheduled passes of each site, location, or right-of-way. This will allow the public to return to their properties and bring debris to the right-of-way as recovery progresses. The City will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

V. DESCRIPTION OF SERVICES

Proposer must provide a detailed description of the services that will be provided upon issuance of each Notice to Proceed. The description must, at a minimum, include the following:

A. A general operations plan describing the method and manner of removal and lawful disposal that will be employed for eligible debris. That Plan should demonstrate how Contractor satisfies the requirements of the project as described herein. A detailed description of the general sequence of debris removal operations to be performed. A detailed description of the resources (workforce and equipment) to be employed along with the sources of those resources, i.e. a list of subcontractors with whom the proposer has agreements for post-disaster support. A description, including maps to illustrate locations, of the areas where the Contractor anticipates performing debris management operations, including, but not limited to, TDSRS for reduction, recycling, sorting, etc., and disposal sites.

B. An estimate of the time required to complete the removal and lawful disposal up to 250,000 cubic yards of C&D and Vegetative Debris in the event of an incident, emergency, or other disaster. Note that the maximum specified time for completion of the removal and disposal operations is 60 days.

C. A description of how Contractor will ensure that all debris management operations are performed in compliance with all applicable regulations and permits.

D. A description of the way volumes of debris processed at debris management sites shall be estimated for monthly progress payment purposes.

E. A description of any subcontracts to be utilized in performing these services.

F. Proposer shall describe any exceptions taken to the requirements stated in this RFP.

G. Proposer shall describe any proposed changes to the scope of work or the debris management methodology described in this RFP.

H. Proposer, upon receiving a Notice to Proceed from the City of Friendswood, shall immediately execute the required Performance and Payment Bonds. Contractor can expect a Notice to Proceed within the 24 hours following landfall of a tropical storm or hurricane or occurrence of other incident, emergency, or disaster. Additional task orders will be issued for debris removal, reduction, staging, and disposal.

VI. CURBSIDE SEGREGATION

Curbside segregation of debris and related wastes will be an element of the City's disaster recovery program. The debris removal and disposal Contractor will be required to aid in the segregation and waste stream management processes. Waste and debris from incidents, emergencies, and disasters will be classified into the following categories with responsibility as shown:

- Construction and demolition (C&D) debris, furniture, furnishings, appliances, etc. suitable for being land filled or recycled, stacked by curb or shoulder – Contractor responsibility for removal and disposal;
- Vegetative and clean, woody debris, suitable for chipping, grinding or burning, loosely stacked, placed by curb or road shoulder, This includes logs, stumps, root balls limbs, branches, and complete trees that may be removed and placed by the curb or road shoulder for collection. – Contractor responsibility for removal and disposal;
- Leaves and lawn litter, placed in clear plastic bags, placed by curb or shoulder of road – Contractor responsibility for removal and disposal. Contractor will decide, with concurrence by the City, whether plastic bags are to be co-mingled with the loose vegetative debris or are to be collected separately to facilitate recycling;
- Household Hazardous Waste (HHW), separated from all other types of waste and debris, placed at curb or road shoulder – Contractor responsibility for removal and disposal; and
- Household Garbage – responsibility of City and City's commercial waste collectors.
- The above categories of responsibility include the opportunity for ownership, pending negotiations, and upon collection and removal this debris may be available for recycling and sale by the responsible Contractor

VII. GENERAL RESPONSIBILITY

The Contractor shall provide all expertise, effort, personnel, materials and equipment necessary for the timely removal and lawful disposal of all debris, except household hazardous waste, hazardous materials, industrial waste and household garbage, generated by disasters that impact the City. The Contractor shall provide for the cost-effective and efficient removal and lawful disposal of debris as specified below and as authorized by City or designated municipal officials. Services shall be performed on an "as needed basis" when directed by the City. For planning purposes, the Contractor shall assume that the total volume of debris is 250,000 cubic yards.

A. The Contractor shall determine the methods and manners of debris removal, reduction and disposal that provide the greatest economy of operations and cost to the City. In general, the Contractor will first focus on clearing roadways leading to critical infrastructure necessary to safeguard the public. The City will provide guidance and direction on priorities for debris clearance, incident to removal operations. The Contractor shall present to the City for review and discussion a general operations plan and sufficient supporting documentation to adequately describe all planned actions for disaster debris removal and lawful disposal. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, when designated by the City.

B. The Contractor will be responsible for the timely clearing of roadways, removal of specified debris, and lawful disposal of that debris when removed from:

   1. Streets, roads, and rights-of-way under the jurisdiction of City;
   2. Streets, roads, and rights-of-way within the City, unless otherwise directed by the City's Debris Manager.
   3. Public property and facilities;
   4. Any other municipal facility or site as directed; and
   5. Private property when necessary to protect the public or to facilitate completion of required work, if entry onto private property is specifically authorized by the Debris Manager.

C. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of utility company crews and other recovery forces.

VIII. OVERVIEW

A. The scope of work for this RFP is divided into three (3) parts. Part 1 is for debris clearance for access from rights-of-way and public property. Part 2 is for debris removal and disposal operations. Part 3 is for Temporary Debris Staging and Reduction Site (TDSRS) operations.

B. Specific work authorizations by the City will be through written Task Orders. Task Orders will define the work to be accomplished, the location(s) where that work is to be performed, the time frame for completion and other criteria. Other disaster response and recovery work may be added, and any requirements or rates not covered by this Scope of Work will be negotiated. The City reserves the right to extend operations on a weekly basis.

C. The Contractor shall commence mobilization immediately upon receipt of the mobilization Task Order, meeting the following progress patterns: 36 hours- 25%, 72 hours- 50%, 96 hours- 75%, and 120 hours- 100% unless otherwise negotiated. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the City may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The Contractor shall perform the work specified in each Task Order in accordance with the terms specifically stated in that Task Order. Each Task Order will be uniquely and sequentially numbered.

D. The Contractor must be duly licensed to perform the work in accordance with all Federal, State, and local rules and regulations. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what additional permits are necessary to perform under the contract, but at the minimum must hold a business license and Contractor's license where services are performed. Copies of all permits shall be submitted to the Debris Manager as soon as available.

E. The Contractor shall be knowledgeable on the rules and regulations governing the transport of heavy equipment and oversized loads across state boundaries. An emergency in the City does not assure any waiver of regulations or assistance in expediting equipment transportation by other jurisdictions.

F. The quantity of work required to complete this contract is estimated. Payment will be made at the unit rates proposed by the Contractor as approved by the Debris Manager. The output will be verified by the Debris Manager in the daily operational report generated by the City's monitoring contractor. Should hourly rates be used to pay for certain equipment, then preventative maintenance not more than 15 minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or downtime resulting from equipment failure, routine maintenance and fueling that exceeds 15 minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

G. The Contractor shall be responsible for corrective action related to any notices of violations issued because of the Contractor's or any Subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City. Work performed in violation of local, State or Federal statutes or regulations may be excluded from payment at the discretion of the Debris Manager.

H. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, or local governments or agencies or of any public utilities or other private Contractors.

Part 1 – Debris Clearance (for access) from Rights-of-Way and Public Property

A. The City provides routine debris management services, including the clearance (moving debris from the middle of the road, etc.) of debris from rights-of-way and public property under normal conditions. The City intends to perform debris clearance for access with its own forces or under existing contractual agreements between local firms to the extent practicable. In a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.

B. The Contractor shall perform debris clearance operations to the extent necessary to facilitate the debris removal operations. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis using the rates in the Price Proposal Sheet. Debris clearance operations would be performed under specific direction from the Debris Manager.

Part 2 – Debris Removal and Disposal Operations

The purpose of this Scope of Work is to define the requirements for debris removal and disposal operations after any catastrophic disaster within the City of Friendswood.

A. The Contractor shall provide equipment, operators and laborers for debris removal operations. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract.

B. All rates are to be fully cost inclusive, inclusive of the cost of protective clothing (to include hard hats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.

C. The work shall consist of clearing and removing debris as directed by the Debris Manager. During this contract, and once operations have commenced, the Contractor shall not relocate any equipment or labor assets, including subcontractors, without giving 24 hours advance notice of the intended relocation. In addition to this requirement for advance notice, the Contractor will complete all debris clearing, loading and hauling operations that have been started on any pass through a neighborhood.

D. The Contractor shall make multiple scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow residents and other personnel to return to their properties and bring debris to the right-of-way as recovery progresses. It is anticipated that a minimum of 3 passes at 2-week intervals will be necessary in populated areas; however, the actual number and schedule of passes shall be determined through City-Contractor consultation.

E. The Contractor shall provide the City with a 'hot shot' crew, which will respond immediately, as directed by the Debris Manager, to collect and haul priority debris piles, which impact the public's health, safety, or welfare.

F. The debris, once loaded and removed from the public rights-of-way or other public property, shall become the property of the Contractor, unless otherwise negotiated by the City. The City will assist in identification of TDSRS, to the extent they are available, for the Contractor's use in volume reduction efforts and recycling programs.

G. Work may include:

- Clearing debris from public rights-of-way and public property, if authorized;
- Constructing TDSRS, as required, at locations selected or approved by the City;
- Loading and hauling debris from public rights-of-way and public property to TDSRS, or authorized disposal facilities, and dumping;
- Managing and operating the TDSRS and loading debris reduction by-products for hauling and disposal;
- Performing debris by-product recycling programs, as approved by the City;
- Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility; and/or
- Providing traffic control during debris management operations

H. The Contractor will be responsible for all tipping fees at the authorized landfill or waste management facility. Debris delivered to a TDSRS will be paid based on the price per cubic yard for unreduced debris and the distance hauled according to Items Proposal Price Sheet. The tipping fees can be billed to the City at cost.

I. Temporary Debris Staging and Reduction Sites (TDSRS)

1. If needed, the Contractor shall use only TDSRS approved by the City. TDSRS may be located inside or outside of the jurisdictional boundaries and may be shared with neighboring jurisdictions. The TDSRS will be determined at the onset of debris removal operations.

2. The TDSRS foreman is appointed by the Contractor and shall direct all dumping operations and shall coordinate removal of debris and reduction by-products to a City-authorized landfill location for subsequent disposal or to recycling processors selected by the Contractor and approved by the City.

J. Equipment

1. All trucks, trailers and equipment must comply with all applicable Federal, State, and local rules and regulations.

2. All trucks and trailers must be suitable for equipment loading. The Contractor shall maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation.

3. Trucks and trailers used to haul debris must be capable of rapidly dumping their loads without the assistance of other equipment.

4. Trucks and trailers must be equipped with a tailgate and sides that will permit the trucks to be filled to capacity and that will effectively contain the debris during transport. Sides and tailgates that are not part of the original construction of the truck or trailer may be accepted at the discretion of the Debris Manager if they meet the following requirements:

   a. Sideboards, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2-feet above the permanent bedsides. Once installed, all sideboard extensions must be permanently

affixed to the truck or trailer and must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed and any exceptions to the above requirements, such as ¾" minimum plywood in lieu of 2" x 6" boards, must be approved in writing by the Debris Manager.

b. Temporary tailgates fabricated of heavy wire ("cyclone") fence may be used if they comply with the following specifications:

- Solid metal bars must be secured to both sides of the fencing
- Fencing must be permanently attached to one side of the truck bed
- After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire
- Fencing must extend to the bottom of the bed
- After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations

5. Trucks or trailers that do not comply with the above criteria may be approved for use, depending upon the needs of the City, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation.

K. Equipment designated for use under a contract awarded under this RFP shall not be used for any other work. The Contractor shall not solicit work from private individuals or others to be performed in the City during the period of this contract.

L. Securing Debris

1. The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the Contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills.

2. The overall maximum height of hauling equipment, including sideboards and debris, shall be no greater than 13'6", or as approved by the City. The 13'6" height restriction is intended to ensure that vertically protruding debris or equipment does not snag traffic signals, conductors, and support wiring. Maximum width of a truck or trailer should be no greater than 8'6" wide. The Contractor must verify the clearance of bridges and overpasses on all routes to be used; however, the Contractor need not verify clearances that are shown on permanent signs or markings provided by cognizant government agencies. The Contractor is not relieved of the responsibility for verifying clearance for all structures, overhead wires and other potential obstructions that are not clearly and permanently marked with clearance dimensions.

M. Equipment Storage

1. Prior to commencing operations, the Contractor shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Markings shall be in block letters and numerals at least 3" in height.

N. Other Considerations

1. The Contractor shall assign and provide an Operations Manager (OM) to serve as the principal liaison between the Debris Manager and the Contractor's forces. The assigned OM must be knowledgeable of all facts of the Contractor's operations and have authority in writing to commit the Contractor to perform work under this contract. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage shall provide

immediate contact via telephone (landline and/or cellular) and shall have Internet and e-mail capabilities. The OM will participate in meetings as requested by the Debris Manager, to provide essential information on the performance of the Contractor's forces. The OM will normally make reports to the Debris Manager. This position will not require constant presence; rather, the OM will be required to be physically capable of responding to the Debris Manager within one hour of notification.

O. The Contractor shall be responsible for control of pedestrian and vehicular traffic in all work areas. At a minimum, one flag person should be posted at each approach to each work area.

P. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. The safety of all personnel working under the Contractor's agreement with the City is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary for all personnel and equipment to perform work under the terms of the contract.

Q. Payment for debris hauled under the contract will be based on the quantity of debris hauled in trucks/trailers, measured cubic yards, and the distance hauled depending on where the debris is taken. Debris hauled to a TDSRS or a landfill or other authorized site will require a validated physical or digital load ticket. Drivers will be provided physical or electronic load tickets at the loading site by a loading site monitor who will retain a copy of the load ticket. Load tickets or automated debris management tracking systems provided by City or approved in writing by the Debris Manager will be accepted.

The quantity of debris hauled will be estimated in cubic yards at the TDSRS or other approved locations by a City monitor. The estimated quantity will be recorded on the load ticket. The site monitor will retain one copy of the load ticket, and the driver will retain three copies of the load ticket. It's expected that the vehicle operator will retain one copy of the ticket and that the other two will be submitted to the Contractor. The Contractor will submit one copy of the load ticket to the Debris Manager with the Contractor's invoice. Payment will be made against the Contractor's invoice once the loading site monitor, dump site monitor, and Contractor invoice load tickets are matched.

R. The City TDSRS monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in trucks and trailers. For purposes of this contract, the City monitors are the final authority on the volume of debris. Trucks are assumed to be carrying 100% full loads, but deductions will be made for less-than-full loads caused by incomplete loading at the loading site, uncompacted or lightly packed loads with excessive voids or other factors that are not consistent with the terms of the contract. Consolidation and settling during hauling are indicative of incomplete or ineffective loading and will result in reduction of the debris volume estimate. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City's Debris Manager. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

S. Hazardous Materials

1. The Contractor shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the City's HAZMAT contractor. The Contractor shall notify the Debris Manager of the nature and location of any such debris encountered.

2. The contractor and their forces must make every reasonable effort to preclude transporting HHW and HAZMAT to the TDSRS or landfills. The Contractor will be responsible for proper handling and storage of any such materials brought to the TDSRS by Contractor's workforce. The Contractor shall provide a suitable area at each TDSRS to accommodate all hazardous materials inadvertently brought to the site. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain any potential leakage.

Part 3 – Temporary Debris Staging and Reduction Site (TDSRS) Operations

The purpose of this Scope of Work is to define the requirements for Temporary Debris Reduction and Storage Site (TDSRS) operations associated with major debris removal operations after any disaster within City of Friendswood.

The scope of work for TDSRS operations consists of two phases.

A. Phase I: This phase includes (a) site preparation and set-up and (b) site closeout and restoration and shall be compensated on a time and materials basis in accordance with the rates provided in the Proposal Price Sheet. This includes but is not necessarily limited to clearing, stripping, hauling, and fill placement, constructing processing areas and access roads, traffic controls, inspections towers and any other activity necessary to make the site usable for debris reduction and handling operations. It also includes removing improvements, restoring impacted areas and any other similar activity necessary to return the site to its original condition. Pre-use and post-use environmental investigations, including obtaining and testing air, water and soil samples, is also included. To the extent that they are not included in the price proposal due to uncertainties in volume needs, the costs for materials required for set/preparation and closeout/restoration shall be negotiated during the issuance of the Task Order.

B. Additional guidance on the procedures for TDSRS setup, operation and close out will be at the guidance of the Debris Manager for the following:

- TDSRS setup, operation and close out guidelines;
- Chipping, grinding, and burning operations;
- Environmental checklist for air curtain pit burners;
- Land application of wood ash;
- Spontaneous combustion in mulch piles; and
- Closure and restoration of the TDSRS.

C. Phase II consists of TDSRS operations and material processing and shall be compensated in accordance with the unit prices provided in the Proposal Price Sheet.

D. The Contractor shall provide equipment, operators, and laborers for TDSRS operations as specified by Task Order. Unit prices provided in the Proposal Price Sheet, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.

E. For work performed on a time and materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment including labor and operator unless costs are identified separately in the Task Order.

F. All rates shall include the cost of protective clothing (to include hard hats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other costs.

G. The work shall consist of managing the operations of a TDSRS and performing debris as directed by the Debris Manager, and/or recycling of marketable material by the Contractor.

H. The City may use TDSRS that will be devoted to the reduction of clean woody vegetative debris by chipping, grinding, or burning, if the disaster is related to an incident, emergency, or disaster.

I. Mixed debris and Construction & Demolition (C&D) debris will be hauled directly to City-authorized landfills, unless otherwise directed or approved by the Debris Manager.

J. The establishment of C&D TDSRS, to be operated as transfer points, will be authorized by the Debris Manager if the volume and/or nature of C&D debris warrants.

K. Material brought to the TDSRS will be measured in cubic yards based on the volume established for the individual truck or trailer and the percentage of fill of the truck or trailer as determined by the City's monitor at the dump site and will be paid according to the Proposal Price Sheet.

L. Locations of all TDSRS and landfills to be used will be provided to the Debris Manager before any hauling operations begin. The Debris Manager must approve site improvements before work begins and associated costs, other than those in the Price Proposal Sheet, must be authorized in the Task Order and documented as they are incurred.

M. When performing a Task Order using the Proposal Price Sheet, the Contractor shall submit a report to the Debris Manager each business day, for the previous day's work for the term of the Task Order. Report shall contain, at a minimum, the following information:

- Contractor's Name,
- Contract Number,
- Task Order Number,
- Daily and cumulative hours for each piece of equipment, if appropriate,
- Daily and cumulative hours for personnel, by position, if appropriate,
- Volumes of debris handled, and
- Volume of debris recycled.

N. Failure to provide audit-quality information will subject Contractor to non-payment in each instance at the sole discretion of the City.

O. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

P. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

Q. The City will not provide the Contractor with potable water, sewage treatment, fuel, electricity or other utilities, personnel, materials or equipment deemed necessary for TDSRS operations.

R. The Contractor shall provide utility clearances and sanitation facilities, if needed. The Contractor shall protect existing infrastructure at the sites and repair any damage caused by Contractor's operations at no additional cost to the City.

S. The Contractor shall be responsible for installing site security measures and maintaining security for operations at the site.

T. The Contractor shall manage the site to minimize the risk of fire or health hazards.

U. The Contractor shall be responsible for the closure of the TDSRS within 10 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing/staging operation (such as temporary toilets, observation towers and security fences), grading and restoring the site to pre-work conditions. Improvements made to the site may be left in place at the discretion of the Debris Manager upon approval by the owner of the site. The site will be restored in accordance with all local requirements. The Contractor is responsible for the proper disposal of non-burnable and unprocessed debris, wood chips, ash and any other remnants of the debris reduction and handling processes.

IX. PROPOSAL PRICING

REQUEST FOR PROPOSAL NO. 2026-06
CITY OF FRIENDSWOOD, TEXAS
DISASTER DEBRIS REMOVAL SERVICES
PROPOSER INFORMATION

SUBMIT TO: CITY OF FRIENDSWOOD CITY SECRETARY'S OFFICE FRIENDSWOOD CITY HALL 910 S. FRIENDSWOOD DRIVE FRIENDSWOOD, TEXAS 77546	REQUEST FOR PROPOSAL (RFP)

MAILING DATE	TITLE	NUMBER	CLOSING DATE & TIME
	DISASTER DEBRIS REMOVAL SERVICES	**2026-06** PROPOSAL WRITER	

PRE-PROPOSAL DATE, TIME AND LOCATION

N/A

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	TAXPAYER IDENTIFICATION NUMBER
MAILING ADDRESS	NO PROPOSAL: If not submitting a Proposal, state reason below and return one copy of this form
CITY-STATE-ZIP	
PHONE	EMAIL
FAX	WEB ADDRESS
Proposals are firm for Acceptance for 90 days Yes ☐ No ☐ Other ☐	SAM UNIQUE ENTITY IDENTIFIER (UEI)

PROPOSAL CERTIFICATION

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below, and agrees to the following:

1. Proposer will be able and willing to provide services as described in this RFP in compliance with all terms and conditions herein;
2. If Proposer is a corporation, Proposer will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. Proposer will be able and willing to comply with the insurance, indemnification, and federal requirements set out in this RFP;
4. All statements made in this Proposal submission are true and correct and Proposer understands that any false statements or failure to disclose required information may result in disqualification of this Proposal from consideration.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE

Please initial by all that apply. I acknowledge receipt of the following addendum(s):

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

Please note the following:

- This page must be completed and returned with your bid.
- Proposals must be submitted in a sealed envelope, marked with bid number & closing date.
- Proposals received after the above closing date and time will not be accepted.

PROPOSER RESPONSES

1. Business Structure: (Check one, as applicable)

   - ☐ Sole Proprietorship
   - ☐ Partnership or Limited Partnership (List or Attach Partners)
   - ☐ Limited Liability Company (List or Attach Members)
   - ☐ Corporation

2. Identity of the project manager(s) who will be assigned to this project if awarded?

   _____ NAME AND TITLE OF INDIVIDUAL

   _____ NAME AND TITLE OF INDIVIDUAL

3. How many years has your company been providing disaster debris removal services?

   Click or tap here to enter text.

4. Does your company have experience with government contracts and federal requirements contained in 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.?

   ☐ Yes ☐ No

5. Please include the names and telephone numbers of persons whom the City can contact for references regarding your company's past performance on similar projects:

   _____ ORGANIZATION

   _____ NAME AND TITLE OF INDIVIDUAL

   _____ CITY/STATE

   _____ PHONE

   _____ EMAIL

PROPOSAL FORM

Please use the forms below or include equivalent pricing and fees breakdown in your submittal. Note that pricing breakdown to include profit, must be included as a part of the proposal. Work performed under the contract would simply be charged at the proposed hourly rate (no breakdown), but again, the breakdown must be included due to 2 CFR 200.324(b). “Cost plus percentage of cost” type proposals are prohibited.

Proposer Name: **City of Friendswood RFP #:** 2026-06

All work to be performed as described herein and comply with all requirements as part of the Disaster Debris REMOVAL RFP.

Numbers provided may not represent actual quantities and are estimated for evaluation purposes.

PRICE PROPOSAL SHEET

ITEM	DESCRIPTION	UNIT	UNIT PRICE
Bid Item A: ROW Vegetative Debris Removal (Collect & Transport)			
A-001	Consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or final disposal site.	Cubic Yard	
Bid Item B: ROW C&D Debris Removal (Collect & Transport)			
B-001	Consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible C&D debris on the ROW to an approved TDSRS or final disposal site.	Cubic Yard	
Bid Item C: Demolition, Removal, and Transport of Eligible Structures			
C-001	Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with C&D debris loaded at the designated work zone and transported to an approved final disposal site. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.	Cubic Yard	
C-002	Consists of all labor, equipment, fuel and associated costs necessary to demolish structures on private property. Structure demolition with regulated asbestos containing (RACM) C&D debris loaded at the designated work zone and transported to an approved final disposal site. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.	Cubic Yard	
Bid Item D: TDSRS Management and Operations			
D-001	Consists of all labor, equipment, fuel, and associated costs necessary for the management and operation of an approved TDSRS for acceptance, management, segregation, and staging of eligible debris.	Cubic Yard	
Bid Item E: Reduction of Debris			
	Consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce eligible debris through:		
E-001	Chipping or Grinding	Cubic Yard	
E-002	Compaction	Cubic Yard	
E-003	Air Curtain Incineration	Cubic Yard	
E-004	Controlled Open Burning	Cubic Yard	
Bid Item F: Transport of Reduced Debris to Final Disposal Site			

F-001	Consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced eligible debris at an approved TDSRS to a final disposal site.	Cubic Yard	

Bid Item G: Hazardous Leaning Trees and Hanging Limbs Removal

	Consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous leaning or hanging limbs from the ROW, public property and facilities, or specifically authorized private property and placing them on the ROW for transport.		
G-001	6 inch to 12 inch diameter	Each	
G-002	13 inch to 24 inch diameter	Each	
G-003	25 inch to 36 inch diameter	Each	
G-004	37 inch to 48 inch diameter	Each	
G-005	49 inch and larger diameter	Each	
G-006	Hanger Removal (per tree)	Each	

Bid Item H: Hazardous Stumps Removal

	Consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous stumps from the ROW, public property and facilities, or specifically authorized private property and transportation to an approved TDSRS or final disposal site.		
H-001	24 inch to 36 inch diameter	Each	
H-002	37 inch to 48 inch diameter	Each	
H-003	49 inch and larger diameter	Each	

Bid Item I: Vegetative Debris Removal from Public Property and Specifically Authorized Private Property

I-001	Consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible vegetative debris on public property or specifically authorized private property and placing it on the ROW for transport.	Cubic Yard	

Bid Item J: Debris Removal from Catch Basins

J-001	Consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible debris catch basins.	Cubic Yard	

Bid Item K: Debris Removal from Storm Sewers and Culverts

K-001	Consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible debris from storm sewers and culverts.	Linear Foot	

Bid Item L Abandoned Vehicle Removal

L-001	Consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vehicles and transportation to an approved staging area.	Each	

Bid Item M: Abandoned Vessel Removal

M-001	Consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels on land and transportation to an approved staging area.	Linear Foot	
M-002	Consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels in water and transportation to an approved staging area.	Linear Foot	

Bid Item N: Animal Carcass Removal and Disposal

N-001	Consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible animal carcasses and transportation to an approved TDSRS or final disposal site.	Pound	

Bid Item O: White Goods Debris Removal

O-001	Consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible white goods and transportation to an approved TDSRS or final disposal site.	Each	

Bid Item P: Freon Removal

P-001	Consists of all labor, equipment, fuel and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants.	Each	

Bid Item Q: Electronic Waste (E-waste) Removal

Q-001	Consists of of all labor, equipment, fuel, and associated costs necessary for the collection of eligible e-waste and transportation to an approved TDSRS or final disposal site.	Each	

Bid Item R: Household Hazardous Waste (HHW) Removal

R-001	Consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible HHW and transportation to an approved TDSRS or final disposal site.	Pound	

Bid Item S: Fill Dirt

S-001	The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.	Cubic Yard	

Bid Item T: Hauling Vehicles (Example)

T-001	Dump Truck 5 to 15 CY	HR	
T-002	Dump Truck 16 to 24 CY	HR	
T-003	Dump Truck 25 to 35 CY	HR	
T-004	Dump Truck (Trailer Dump w/Tractor) 35 to 44 CY	HR	
T-005	Dump Truck (Trailer Dump w/Tractor) 45 to 54 CY	HR	
T-006	Dump Truck (Trailer Dump w/Tractor) 55 to 64 CY	HR	
T-007	Dump Truck (Trailer Dump w/Tractor) >75 CY	HR	
T-008	Walker Floor Trailer W/Tractor 100 CY	HR	

Bid Item U: Service Description

U-001	Truck Mounted Winch Tow Truck	HR	
U-002	Log Skidder Cat 525B/JD 648E/G III	HR	
U-003	Waste Collection Rear Loader Truck	HR	
U-004	Vacuum Truck W/Impact Attenuator	HR	
U-005	Crash Truck W/Impact Attenuator	HR	
U-006	Power Screen	HR	
U-007	Stacking Conveyor	HR	

Bid Item V: Heavy Equipment (Potential Lease) Including Operator and Fuel Costs

V-001	Skid Steer Loader (Mini Loader)	Week	
V-002	Extended boom Forklift w/debris grapple	Week	
V-003	Backhoe, Wheel Loader 1.0-1.5 CY	Week	
V-004	Backhoe, Wheel Loader 2.0-3.0 CY	Week	
V-005	Backhoe, Extend-a-hoe (1.) CY, 4wd, extendable)	Week	
V-006	Tracked Loader (Trackhoe w/misc. attachments)	Week	
V-007	Dozer, Tracked	Week	
V-008	Excavator	Week	
V-009	Tractor w/Box Blade	Week	

X. SUBMITTAL PROCESS

A. Cover Letter

The first page shall be a one-page letter transmitting the response to Friendswood and stating that the proposal set forth in it remains effective for a period of ninety (90) calendar days. At least one copy of the letter shall contain the original signature in ink, by a person having authority to bind the Proposer in a contract.

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization, and staffing of your firm.

2. Identify the project manager and each supervisor who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Proposer's experience in working with government agencies, to include, but not limited to the Federal Emergency Management Agency (FEMA).

2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each project listed. For each, please provide:

   - Project name and location,
   - Year completed,
   - Short description of project, and
   - Applicable references for each project.

D. Project Methodology

1. The proposal shall describe the firm's understanding of the Project objectives and describe a proposed project approach to deliver the services in an effective, timely, economical and professional manner. The description should include an organizational chart outlining the mobilization and operational plans, structure and services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements of all aspects of the Scope of Work set forth herein.

2. The Proposer shall provide a general operations/emergency plan to include, but is not limited to: sequence of operations, debris management plan, subcontractors, and the plan for accounting and financial controls.

3. The Proposer shall provide guaranteed response time for each service proposed to mobilize and estimated time of arrival to the City in the event of a disaster.

4. The Proposer shall demonstrate their reporting and record keeping practices. Proposers shall also demonstrate their experience in disaster reimbursements and alternate grants/reimbursement processes. The Proposer shall provide samples of reports, load tickets, truck certification forms, and any other form or report the Proposer deems responsive to this proposal which is related to the firm's capabilities and understanding of the federal reimbursement process. The forms and submittals for this section will not be included in the fifty (50)-page restriction.

5. Provide an environmental health and safety plan for debris removal and debris management services.

6. Describe any support needed from City staff to execute the Services.

7. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City's overall goals.

8. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
2. The proposal shall include all services.
3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

F. References

1. Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar projects.

XI. SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals. Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City.

XII. EVALUATION CRITERIA

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

1. **Qualifications (20 points)**

   Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners.

2. **Experience on Similar Projects (25 points)**

   Emphasis on last 10 years. Related project experience, as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project.

3. **Project Methodology (20 points)**

   This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories.

4. **Pricing & Fees (25 points)**

5. **References (10 points)**

XIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

A. No Gratuities – Contractors shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Contractor to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

B. All Information True – Contractors represents and warrants to the City that all information provided in the response shall be true, correct and complete. Contractors who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.

C. Interviews – If the City, as a result of the initial evaluation of the proposals, develops a "short list", Contractors will be notified in writing of their status in the selection process. Contractors who are "short-listed" may expect and anticipate in a subsequent interview which will most likely focus not only on the Contractor's program approach but also on an appraisal of the people who would be directly involved in the Project.

D. Inquiries – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Contractors will be contacted when it is appropriate to do so.

E. Cost of Responses – The City will not be responsible for the costs incurred by anyone in the submittal of responses.

F. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a "key persons" clause a part of the contract negotiations.

G. No Obligation – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Contractors submitting responses, should it be deemed in Friendswood's best interest; or (6) cancel the entire process.

H. 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 person or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, volunteers, employees or subconsultants. Contractor's insurance coverage shall be primary insurance with respect to City, its officials, employees and agents. Any insurance or self-insurance maintained by City, its officials, employees or agents shall be considered in excess of Contractor's insurance and shall not contribute to it. Further, Contractor shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

During the performance of the Services under this Agreement, Contractor shall maintain, at a minimum, the following insurance policies and coverages:

Worker's Compensation Policy

- Statutory amounts required by Texas law.
- Employer's Liability of $ 1,000,000.
- Waiver of Subrogation Required

Commercial General Liability Policy

- General aggregate of $2,000,000.
- Contractors Protective Liability of $1,000,000.
- Products and Completed Operations Aggregate of $1,000,000.
- Personal and Advertising Injury of $1,000,000.
- Minimum of $1,000,000 per occurrence.
- Fire Damage of $50,000.
- Coverage shall be broad form.
- No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

- Waiver of Subrogation Required

Business Automobile Policy
- Combined Single Limits: $1,000,000 Coverage for “Any Auto”
- Waiver of Subrogation required.

Errors and Omissions (if applicable)
- Limit: $1,000,000 for this project.
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.

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:VII or better.
(2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
(3) Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
(4) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days’ prior written notice by mail, return receipt requested, has been given to City.
(5) City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
(6) Upon request and without cost to City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to City.
(7) Upon request and without cost to City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to City.
(8) All insurance required herein shall be secured and maintained in a company or companies satisfactory to City, and shall be carried in the name of Contractor. Contractor shall provide copies of insurance policies and endorsements required hereunder to City on or before the effective date of this Agreement.

I. Indemnification

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 GOODS AND SERVICES TO BE PROVIDED UNDER A CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSALS. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHEREIN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

J. Release – In any agreement resulting herefrom, City will 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 RFP or any resulting contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive City's sovereign immunity. Contractor assumes full responsibility for its services performed and goods supplied hereunder and hereby releases, relinquishes and discharges 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 Contractor's services to be performed or goods to be supplied hereunder. This release shall apply with respect to Contractor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

K. No Right to Arbitration -- Notwithstanding anything to the contrary contained in this RFP, City and Contractor hereby agree that no claim or dispute between City and Contractor arising out of or relating to this RFP or any resulting agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections l-14), or any applicable state arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that City is subjected to an arbitration proceeding notwithstanding this provision, Contractor consents to be joined in the arbitration proceeding if Contractor's presence is required or requested by City of complete relief to be recorded in the arbitration proceeding.

L. Right to Reject Proposals/Waive Irregularities – The City reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the City.

M. Length of Proposal – Proposals shall be valid for a period of ninety (90) days from the date proposals are opened and read, and for the duration of the contract term and any renewals thereof.

N. Withdrawal of Proposal – A proposer may withdraw the proposal providing the request, in writing, is in the hands of the Purchasing Coordinator by the time set for opening proposals. When such proposal is reached, it will be returned unopened to the proposal.

O. Proposal Guarantee – No proposal shall be considered unless accompanied by a proposal bond, certified check, or cashier's check of the character and amount stated in the Notice of Request For Proposal. All forms of guarantee shall be made payable to "City of Friendswood." The proposal guarantees unsuccessful proposers will be returned following action by the City on the award of the contract and to the successful proposer within 48 hours following execution of contract and bonds, as required. In case the successful b fails to file such contract and bonds, the amount of the proposal guarantee shall be forfeited to the City of Friendswood as liquidated damages.

P. Proposers' Responsibility – Proposers are required to inform themselves of the conditions under which the work is to be performed and all other factor that might affect the manner or method of work. The City does not make any representations as to the conditions under which the work is to be performed. Any information provided by the City, including, but not limited to geotechnical information, shall be for the Proposers' convenience only and the City does not guarantee the accuracy or correctness of any information so provided. The Proposer, if awarded the contract, shall not be allowed any extra compensation by reason of any conditions under which the work is to be performed or any other factor that might affect the manner or method of work. Proposers are also required to verify proposal quantities and notify the Purchasing Coordinator in writing of any discrepancies.

Q. Award of Contract – Before award of any contract can be approved, the City of Friendswood shall be satisfied that the proposer involved: (1) maintains a permanent place of business; (2) has adequate plant and equipment to do the work properly and expeditiously; (3) has a suitable financial status to meet obligations incident to the work; (4) has appropriate technical experience, (5) can submit a satisfactory performance record, and (6)

consistently maintains experienced on-site supervisory staff during construction. The award, if made, will be made to the proposer providing the best value to the City as determined by the City Council.

R. Execution of Contract Documents **–** The Contractor shall complete execution of contact documents, including all bonds and insurance, within 15 days after the award of contract by the City Council.

S. Execution of Bonds – The Contractor will be required to execute performance and payment bonds, the amount of each not to be less than the contract price, with good and sufficient sureties on a form satisfactory to the City. The surety must designate an agent resident in Harris or Galveston County to whom notice may be delivered and service of process may be had. The surety company must be authorized and admitted to write surety bonds in the State of Texas. If the amount of the bond exceeds $100,000 the surety must:

- hold a certificate of authority from the United States Secretary of the Treasury to quality as a surety on obligations permitted or required under federal law; or:
- have obtained reinsurance of any liability in excess of $100,000 from a re-insurer that is authorized and admitted as a re-insurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to quality as a surety as re-insurer on obligations permitted under federal laws.

T. Commencement of Work – After contract documents and performance and payment bonds have been executed by all concerned parties, the City shall issue a notice to proceed to the Contractor stating the effective date to begin work.

U. Equal Opportunity Employment – All qualified applicants of a contractor or subcontractor will receive consideration of employment without regard to race, color, religion, sex, age, handicap or national origin. Proposers on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

V. Sales Tax Exemption – The City is exempt from Texas sales and use tax as a political subdivision pursuant to Texas Tax Code §151.309. The City shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and accordingly, Contractor shall not collect Texas sales and use taxes from the City with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.311: (i) tangible personal property that will be incorporated into the City's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provisions for Texas sales and use taxes with respect to such exempt items in any proposal or contract amount, and (ii) shall pass on to the City cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provisions regarding the exemption of Texas sales and use taxes.

W. Compliance with Laws – In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

Texas Government Code, Chapter 2252 Statement -- By submission of a response to this request to proposal, the Contractor represents that, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code and except to the extent otherwise required by applicable federal law, neither the Contractor, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Texas Government Code Verifications -- By submission of a proposal, the Contractor represents and verifies that, for the term of any resulting contract for goods or services, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the Contractor, and any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor, (i) does not boycott Israel and will not boycott Israel during the term of any contract to be entered into with the City of Friendswood; (ii) does not boycott energy companies and will not boycott energy companies during the term of any contract to be entered into with the City of Friendswood; and (iii) 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. As used herein the following definitions apply

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
    a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
    b) does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
    a) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    b) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    c) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

but does not include:

    d) 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
    e) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
        (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
        (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

ATTACHMENT A – FEDERAL PROCUREMENT REQUIREMENTS

The following are required Federal Clauses that shall be returned with the submittal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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A. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

C. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (as amended)

Contractors who apply or propose for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

D. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime Requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

G. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DHS pre-approval. The contractor shall include this provision in any subcontracts.

I. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

J. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

K. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or The City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance

coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

L. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of $100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

N. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

P. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.
(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) By necessary implication and regulation, the prohibitions also do not apply to:
(i) Covered telecommunications equipment or services that:
i. Are not used as a substantial or essential component of any system; and
ii. Are not used as critical technology of any system.
(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.
(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Q. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $350,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney

fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its subcontractors.
Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

R. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

S. EQUAL EMPLOYMENT OPPORTUNITY (29 CFR Part 1630, 41 CFR Parts 60 et seq.)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge,

in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program

with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

T. DAVIS-BACON ACT (40 U.S.C. 3141-3148) & COPELAND "ANTI-KICKBACK" ACT

When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (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. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

U. CHANGES AND MODIFICATIONS (2 C.F.R. 200.403)

This is an acknowledgement that the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the award, reasonable for the scope of work, and otherwise allowable.

ATTACHMENT B – CERTIFICATION OF COMPLIANCE WITH FEDERAL PROCUREMENT REQUIREMENTS

Certification of Compliance with Federal Standards & Requirements

The undersigned [Contractor] certifies, to the best of his or her knowledge that Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below**.

_____ A Access to Records

_____ B Affirmative Socioeconomic Steps

_____ C Byrd Anti-Lobbying Agreement

_____ D Clean Air Act & Federal Water Pollution Control Act

_____ E Compliance with Federal Law, Regulations, and Executive Orders

_____ F Contract Work Hours and Safety Standards Act

_____ G Debarment and Suspension

_____ H Department of Homeland Security Seal, Logo, and Flags

_____ I Domestic Preferences for Procurement

_____ J Energy Efficiency

_____ K Hold Harmless Agreement

_____ L No Obligation by Federal Government

_____ M Potential Conflicts of Interest

_____ N Procurement of Recovered Materials

_____ O Program Fraud and False or Fraudulent Statements or Related Acts

_____ P Prohibition on Contracting for Covered Telecommunications Equipment or Services

_____ Q Termination for Cause & Convenience

_____ R Whistleblower Protection Act

_____ S Equal Employment Opportunity

_____ T Davis-Bacon Act & Copeland “Anti-Kickback” Act

_____ U Changes and Modifications

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

_____

Print Name and Title of Contractor’s Authorized Official

_____ _____

Signature of Contractor’s Authorized Official Date

ATTACHMENT C – CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying (Required for each Contract Exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

_____

Print Name and Title of Contractor's Authorized Official

_____ _____

Signature of Contractor's Authorized Official Date

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
_____ a. contract	_____ a. bid/offer/application	_____ a. initial filing
_____ b. grant	_____ b. initial award	_____ b. material change
_____ c. cooperative agreement	_____ c. post-award	
_____ d. loan		**For material change only:**
_____ e. loan guarantee		Year _____ quarter _____
f. loan insurance		Date of last report

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is Subawardee**, Enter Name and Address of Prime:
_____ Prime _____ Subawardee Tier If Known: **Congressional District, if known:**	**Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	b. **Individuals Performing Services** (*including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure	**Signature** _____ **Print Name** _____ **Title** _____ **Telephone No.** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)**

City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

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

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

a. the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Friendswood;

b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Friendswood; and

c. the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   b. does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
   b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

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

EXECUTED this the _____ day of _____, 20_____.

_____
Company Name

_____
Signature

_____
Printed Name/Title

STATE OF TEXAS §
COUNTY OF HARRIS §

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

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

_____
Notary Public in and for the State of Texas

ATTACHMENT E – FORM 1295

Per State Law a contract, agreement or purchase that is taken before the City Council for approval must have a 1295 form and Verification form. This form is considered the "Disclosure of Interested. Parties" form that was promulgated by the Texas Ethics Commission. Below are some frequently asked questions and tips to completing this required form.

Where and how can I get a 1295 Form?
The 1295 form filing begins on the Texas Ethics Commission website: https://www.ethics.state.tx.us/filinginfo/1295/

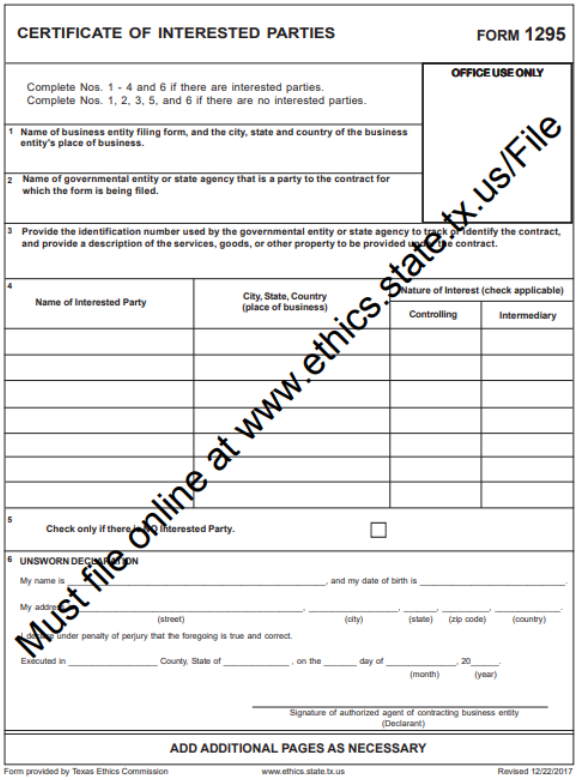
To use the electronic filing application, you will need to setup a filer ID/account – if you are not yet setup with a user account for your company, you will need to register at the following link:
https://www.ethics.state.tx.us/TECCertInt/pages/home/register.jsf

If your company already has a filer login, please go the login page to begin the process:
https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf

For step-by-step process for creating a certificate, the Ethics Commission has created at how to video that can be accessed at the following in:
https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html

Please note that the 1295 form must be created in the Ethics Commission website. You must completely fill out the form within the program, as it relates to item #3, the City of Friendswood may not have a specific contract number associated with your item; therefore, please include the name of this proposal: REQUEST FOR PROPOSAL NO. 2026-06, CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER.

Once the form is completed, you will need to print the form, complete the bottom portion of the form completely, sign and return the form to the City – once the Council approves the item, the City is responsible for closing out the 1295 form in the Ethics Commission site.



CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

ATTACHMENT G – CERTIFICATE OF COMPLIANCE WITH TEXAS FAMILY CODE 231.006 REGARDING PAYMENT OF CHILD SUPPORT

Pursuant to 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provider property, materials or services.

The undersigned authorized representative of the respondent hereby certifies that the individual or business entity named in the submittal is not ineligible to receive payments based on Texas Family Code 231.006 and acknowledges that a contract may be terminated and payment may be withheld if this certification is not true and accurate.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider authorizing the City Manager to negotiate and execute pre-event contracts for debris monitoring services with Tetra Tech, Inc., and Thompson Consulting, LLC.

Originating Department: Emergency Services Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute pre-event contracts for debris monitoring services in the event of an unforeseen emergency/disaster. On May 13, 2026, the Department of Emergency Services went out for Proposals RFP 2026-07 for Debris Monitoring.

RFP 2026-07 was published in The Reporter News on May 13, 2026, and May 20, 2026, and as a result received 6 sealed proposals from the following companies: DebrisTech, LLC., Metric Consulting, Tetra Tech, Inc., Thompson Consulting Services, TLC Engineering, and True North Emergency Management, LLC.

The proposals were opened on Friday, May 29, 2026, and after reviewing them, the selection committee recommends awarding the pre-event contracts for debris monitoring to Tetra Tech, Inc. (primary) and Thompson Consulting, LLC (secondary). It has been the practice of the Department of Emergency Services to have redundancy and back-up contracts when possible. FEMA prefers and encourages multiple contracts.

There are no upfront costs for this contract to be in place. (*) Funds would be appropriated only if the contract is executed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	2026-07 Disaster Debris MONITORING SCOPE v1 FINAL
2.	2026-07 - RFP_RFQ Opening
3.	Thompson Consulting Service TX Govt Code Verification
4.	Thompson Consulting Services Form 1295
5.	TetraTech TX Govt Code Verification
6.	Tetra Tech - Form 1295

CITY OF FRIENDSWOOD, TEXAS
REQUEST FOR PROPOSALS NO. 2026-07
DISASTER DEBRIS MONITORING SERVICES

INFORMATION

Issue date: Wednesday, May 13, 2026
Deadline for Questions: Friday, May 22, 2026, at 9:00 A.M.
Closing date & time: Friday, May 29, 2026, at 9:00 A.M.

RETURN PROPOSALS TO

City Secretary's Office
Friendswood City Hall
910 S. Friendswood Drive
Friendswood, Texas 77546

FOR INFORMATION CONTACT

Jeffery R. Spears
Purchasing Coordinator
910 S. Friendswood Drive
Friendswood, Texas 77546
281-996-3274
jspears@friendswood.com
www.ci.friendswood.tx.us

CITY OF FRIENDSWOOD, TEXAS
NOTICE OF REQUEST FOR PROPOSALS
RFP NO. 2026-07
DISASTER DEBRIS MONITORING SERVICES

Sealed Proposals shall be submitted via one (1) electronic copy, on one (1) flash drive or CD. Each electronic copy must include the signature of a person with the authority to bind the contractor into a contract. All submitted materials must be clearly marked with "**RFP NO. 2026-07, DISASTER DEBRIS MONITORING SERVICES**, along with the name of the contractor and addressed to the City of Friendswood, Attn: City Secretary. Said submissions are to be received at Friendswood City Hall, City Secretary's Office, 910 S. Friendswood Dr., Friendswood, TX, 77546 on or before **9:00 A.M.**, **May 29, 2026**, at which time the proposals will be opened.

The City of Friendswood (the "City") reserves the right to reject any or all proposals and to waive any informality in the proposals received. The contract, if any, will be awarded to the proposer providing the best value to the City based upon the following criteria and the points assigned to each:

Criteria	Points
Qualifications	20
Experience on Similar Projects	25
Project Methodology	20
Pricing and Fees	25
References	10

The City pays for goods and services according to the provisions of Chapter 2251 of the Government Code.

Specifications and related information may be downloaded from the City's website at https://www.ci.friendswood.tx.us/Bids.aspx or may be reviewed/inspected during regular business hours in the City Secretary's Office, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546.

All questions must be submitted to jspears@friendswood.com, no later than **9:00 A.M., May 22, 2026.**

For additional information, please contact Jeff Spears, Purchasing Coordinator at (281) 996-3274 or via email to jspears@friendswood.com.

/S/Raquel Martinez, City Secretary

I. SCOPE

The City seeks to establish one or more contracts for disaster debris removal monitoring & consulting services immediately after a tropical storm, hurricane, tornado, flood, severe winter storm, or other incident, emergency, or disaster.

II. TERM OF AWARD

The initial term of this agreement shall be for three (3) years from the date of City Council approval. The City has the right to extend the contract period for two (2) additional, one (1) year periods upon mutual agreement between the City and the Contractor.

III. DEFINITIONS

When used in this Request for Proposal (RFP), the following words, terms and phrases shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

A. Debris Manager: The City's Debris Manager is responsible for coordinating disaster debris operations with respect to the emergency clearance and permanent removal and disposal of debris.

B. Debris Monitoring: Actions taken by the City to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract, scope-of-work and/or is eligible for grant reimbursement or cost recovery.

C. Debris Removal: Picking up debris and taking it to a temporary debris staging and reduction site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

D. Eligible Debris: Debris generated by the incident, emergency, or disaster; and poses immediate threats to public health and safety, of which the removal has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community at large.

E. Final Disposal Site: A waste management facility, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

F. Project Manager (PM): Contractor's PM serves as the principal liaison between the Debris Manager and the Contractor's workforce.

G. Proposal: an executed formal document submitted to the City stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the Request for Proposals (RFP) document.

H. Right-of-Way (ROW): The portions of land over which facilities such as highways, railroads, or powerlines are built. It includes land on both sides of the facility up to the private property line.

I. Temporary Debris Staging and Reduction Site (TDSRS): A temporary storage site for debris established for the purposes of gathering, staging, and reduction of debris.

IV. DEBRIS MONITORING

Planning for debris management and monitoring operations is a function of the City of Friendswood's Department of Emergency Services.

A. Request for Mobilization:

When a major disaster occurs or is imminent, the City will contact the Contractor to advise it of the City's intent to activate the contract. Within 24 hours of receiving the Notice to Proceed, the Contractor will send a management team to the City to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work.

B. The Contractor shall provide all expertise, effort, personnel materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated in the event of an incident, emergency, or other disaster that impact the City of Friendswood. Specifically, the Contractor will be responsible for monitoring debris and waste removal and disposal operations performed by the City's Debris Removal Services contractor relative to:

1. Streets, roads and rights-of-way under the jurisdiction of City.
2. Streets, roads, and rights-of-way within the City, unless otherwise directed by the City's Debris Manager
3. Any other municipal facility or site as directed.
4. Any other public site as may be directed by the City's Debris Manager.
5. Private property when necessary to protect the public or to facilitate completion of required work, if entry onto property is specifically authorized by the Debris Manager.

V. DESCRIPTION OF SERVICES

Services shall be performed on an "as needed basis" when directed by the Debris Manager.

A. Guidance and direction on priorities and specific needs for monitoring operations. The Contractor in concert with the Debris Manager, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the City. The Contractor shall then provide for the cost-effective and effective monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials.

B. Contractor will provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specific services and to provide ongoing and periodic reports to the City for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Contractor must be fully cognizant of all pertinent Federal (FEMA, FHWA, USACE, USEPA, USDOT, etc.) and State of Texas (TCEQ, TXDOT, TX-GLO, etc.) documentation requirements and procedures and be prepared to assist the City staff in compiling and managing information and data necessary for those purposes.

C. Contractor shall present to the Debris Manager for review and discussion of a general operations plan and sufficient documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and waste. Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the Debris Manager to begin work.

D. Contractor shall assign and provide a Project Manager (PM) to serve as the principal liaison between the Debris Manager and the Contractor's forces. The assigned PM must be knowledgeable of all facts of the Contractor's operations and have authority in writing to commit the Contractor to perform work under this contract. The PM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage shall provide immediate contact via telephone (landline and/or cellular) and shall have Internet and e-mail capabilities. The PM will participate in meetings as requested by the Debris Manager, to provide essential information on the performance of the Contractor's forces. The PM will normally make reports to the Debris Manager. This position will not require constant presence; rather, the PM will be required to be physically capable of responding to the Debris Manager within one hour of notification.

E. Contractor must use a planning standard approach. Specifically, the Contractor shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDMS operations) that will be deployed by the Disaster Debris Removal Services contractor. The Contractor must then identify sufficient monitoring resources (personnel, equipment, materials) to ensure the availability of personnel and equipment to initiate all required activities

within 48 hours of being so directed. For this purpose, identification of Contractor/Subcontractor and general equipment/personnel inventory will suffice.

F. Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal Services contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be effected through communication with the Debris Manager. To the extent authorized by Debris Manager, the Contractor shall coordinate monitoring operations directly with Debris Removal Services contractor when necessary to achieve effective and efficient integration of forces.

G. The contractor shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the Debris Manager upon issuance of the authorization to proceed. The Contractor shall be prepared to advise the Debris Manager and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies.

H. Proposer shall describe any exceptions taken to the requirements stated in this RFP.

I. Proposer shall describe any proposed changes to the scope of work or the debris monitoring methodology described in this RFP.

J. Proposer, upon receiving a Notice to Proceed from the City of Friendswood, shall immediately execute the required Performance and Payment Bonds. Contractor can expect a Notice to Proceed within the 24 hours following landfall of a tropical storm or hurricane or occurrence of other incident, emergency, or disaster.

VI. PLANNING AND TRAINING SUPPORT

The Contractor shall assist the City staff in planning for debris/waste management operations at the initiation of the contract period and annually, during the City's preparations for the approaching hurricane season that typically begins in early spring each year, for the duration of the contract period.

VII. WORKFORCE INFORMATION

Proposals must acknowledge these workforce planning standards and must demonstrate the Proposer's ability to satisfy these requirements.

A. Within 24 hours of notification, the Contractor shall provide enough professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as minimum forces necessary to, establish and staff a monitoring workforce management center in the vicinity of the City.

B. Implement a debris/waste contractor and workforce registration and tracking program.

C. Be capable of monitoring dumping operations at one or more TDSRS, the number of TDSRS's may go up or down depending on the severity of the emergency, this will be at the discretion of the Debris Manager.

D. Provide a minimum of 10 debris monitors to evaluate the effectiveness of debris, hazardous materials, and disaster-related waste removal unless otherwise negotiated.

E. All personnel shall be a minimum of 18 years of age and have a valid driver's license issued in the United States. Contractor will be required to increase staffing from this point depending on the scope of the debris/waste removal operations, to be consistent with the number of field operations teams deployed by the debris and Debris Removal contractors. As part of this proposal, the Contractor must indicate and explain how he/she will ensure the availability of a sufficient number of personnel to support this scope of work and also how additional personnel will be engaged should the scope of operations require additional monitors to meet City needs.

F. Contractor's personnel shall meet or exceed all necessary personal protective equipment (PPE) requirements. If inspected by the City and found not to be compliant, operations will cease until required PPE has been met.

G. The Contractor shall coordinate workforce assignments with the Debris Manager.

VIII. AUTOMATED DEBRIS TRACKING AND REPORTING SYSTEMS

Advances in automated debris management tracking systems have provided real – time and automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.

Proposer must demonstrate ownership or licensing of a proprietary automated debris tracking and reporting system. Proposer must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the City. If Proposer is licensing such technology, Proposer must provide a written letter from licensor acknowledging licensor has a minimum of 100 devices on hand for Proposer's use in the event of a disaster and that such devices will be made available for the City's recovery efforts. Proposer shall include graphic illustration and explanation of system capability and be prepared to demonstrate system functionality. Proposer shall be required to submit hourly rates (in fee schedule) for operations with and without use of the automated system.

Proposer shall submit daily reporting to the Debris Manager. **Proposer must provide a sample of the reporting to be evaluated.**

IX. PROPOSAL PRICING

REQUEST FOR PROPOSAL NO. 2026-07
CITY OF FRIENDSWOOD, TEXAS
DISASTER DEBRIS MONITORING SERVICES
PROPOSER INFORMATION

SUBMIT TO: CITY OF FRIENDSWOOD CITY SECRETARY'S OFFICE FRIENDSWOOD CITY HALL 910 S. FRIENDSWOOD DRIVE FRIENDSWOOD, TEXAS 77546	REQUEST FOR PROPOSAL (RFP)

MAILING DATE	TITLE	NUMBER **2026-07** PROPOSAL WRITER	CLOSING DATE & TIME
	DISASTER DEBRIS MONITORING SERVICES		

PRE-PROPOSAL DATE, TIME AND LOCATION

N/A

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	TAXPAYER IDENTIFICATION NUMBER
MAILING ADDRESS	NO PROPOSAL: If not submitting a Proposal, state reason below and return one copy of this form
CITY-STATE-ZIP	
PHONE	EMAIL
FAX	WEB ADDRESS
Proposals are firm for Acceptance for 90 days Yes ☐ No ☐ Other ☐	SAM UNIQUE ENTITY IDENTIFIER (UEI)

PROPOSAL CERTIFICATION

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below, and agrees to the following:

1. Proposer will be able and willing to provide services as described in this RFP in compliance with all terms and conditions herein;
2. If Proposer is a corporation, Proposer will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. Proposer will be able and willing to comply with the insurance, indemnification, and federal requirements set out in this RFP;
4. All statements made in this Proposal submission are true and correct and Proposer understands that any false statements or failure to disclose required information may result in disqualification of this Proposal from consideration.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE

Please initial by all that apply. I acknowledge receipt of the following addendum(s):

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

Please note the following:

- This page must be completed and returned with your bid.
- Proposals must be submitted in a sealed envelope, marked with bid number & closing date.
- Proposals received after the above closing date and time will not be accepted.

PROPOSER RESPONSES

1. Business Structure: (Check one, as applicable)

   - ☐ Sole Proprietorship
   - ☐ Partnership or Limited Partnership (List or Attach Partners)
   - ☐ Limited Liability Company (List or Attach Members)
   - ☐ Corporation

2. Identity of the project manager(s) who will be assigned to this project if awarded?

   _____ NAME AND TITLE OF INDIVIDUAL

   _____ NAME AND TITLE OF INDIVIDUAL

3. How many years has your company been providing DISASTER DEBRIS MONITORING SERVICES?

   Click or tap here to enter text.

4. Does your company have experience with government contracts and federal requirements contained in 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.?

   ☐ Yes ☐ No

5. Please include the names and telephone numbers of persons whom the City can contact for references regarding your company's past performance on similar projects:

   _____ ORGANIZATION

   _____ NAME AND TITLE OF INDIVIDUAL

   _____ CITY/STATE

   _____ PHONE

   _____ EMAIL

PROPOSAL FORM

Please use the forms below or include equivalent pricing and fees breakdown in your submittal. Note that pricing breakdown to include profit, must be included as a part of the proposal. Work performed under the contract would simply be charged at the proposed hourly rate (no breakdown), but again, the breakdown must be included due to 2 CFR 200.324(b). “Cost plus percentage of cost” type proposals are prohibited.

Company Name: **City of Friendswood RFP #:** 2026-07

All work to be performed as described herein and comply with all requirements as part of the Disaster Debris MONITORING RFP.

Numbers provided may not represent actual quantities and are estimated for evaluation purposes.

Travel, Lodging, and Per Diem Costs should be included in Hourly Rates.

PRICE PROPOSAL SHEET

ITEM	DESCRIPTION	HOURLY RATE
Bid Item A: Personnel		
A-001	Field Project Manager	
A-003	Operations Manager	
A-004	Field Supervisor	
A-006	Debris Monitor	
A-007	GIS Specialist	
A-008	Data Manager	
A-009	Billing/Invoice Analyst	
A-010	Program Manager	
A-011	Project Manager	
A-012	Project Assistant	
A-013	Administrative Specialist	
A-014	Grant / FEMA Public Assistance Specialist	
A-015	Planner / Technical Writer	
A-016	Technical Specialist	
A-017	Subject Matter Expert	
A-018	Grant Manager	

Bid Item B: Technology and Software	UNIT	RATE
	IF billed separately, include any and all pricing for monitoring devices and/or software usage. Indicate Unit (e.g. device, each, etc.) and Rate (e.g., hourly, daily, etc.)	
B-001		
B-002		
B-003		

Bid Item C: Additional Personnel	HOURLY RATE
C-001	
C-002	
C-003	

X. SUBMITTAL PROCESS

A. Cover Letter

The first page shall be a one-page letter transmitting the response to Friendswood and stating that the proposal set forth in it remains effective for a period of ninety (90) calendar days. At least one copy of the letter shall contain the original signature in ink, by a person having authority to bind the Proposer in a contract.

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization, and staffing of your firm.

2. Identify the project manager and each supervisor who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Proposer's experience in working with government agencies, to include, but not limited to the Federal Emergency Management Agency (FEMA).

2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each project listed. For each, please provide:

   - Project name and location,
   - Year completed,
   - Short description of project, and
   - Applicable references for each project.

D. Project Methodology

1. The proposal shall describe the firm's understanding of the Project objectives and describe a proposed project approach to deliver the services in an effective, timely, economical and professional manner. The description should include an organizational chart outlining the mobilization and operational plans, structure and services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements of all aspects of the Scope of Work set forth herein.

2. The Proposer shall provide a general operations/emergency plan to include, but is not limited to: sequence of operations, debris management plan, subcontractors, and the plan for accounting and financial controls.

3. The Proposer shall provide guaranteed response time for each service proposed to mobilize and estimated time of arrival to the City in the event of a disaster.

4. The Proposer shall demonstrate their reporting and record keeping practices. Proposers shall also demonstrate their experience in disaster reimbursements and alternate grants/reimbursement processes. The Proposer shall provide samples of reports, load tickets, truck certification forms, and any other form or report the Proposer deems responsive to this proposal which is related to the firm's capabilities and understanding of the federal reimbursement process. The forms and submittals for this section will not be included in the fifty (50)-page restriction.

5. Provide an environmental health and safety plan for debris removal and debris management services.

6. Describe any support needed from City staff to execute the Services.

7. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City's overall goals.

8. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
2. The proposal shall include all services.
3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

F. References

1. Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar projects.

XI. SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals. Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City.

XII. EVALUATION CRITERIA

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

1. **Qualifications (20 points)**

   Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners.

2. **Experience on Similar Projects (25 points)**

   Emphasis on last 10 years. Related project experience, as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project.

3. **Project Methodology (20 points)**

   This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories.

4. **Pricing & Fees (25 points)**

5. **References (10 points)**

XIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

A. No Gratuities – Contractors shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Contractor to

influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

B. All Information True – Contractors represents and warrants to the City that all information provided in the response shall be true, correct and complete. Contractors who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.

C. Interviews – If the City, as a result of the initial evaluation of the proposals, develops a "short list", Contractors will be notified in writing of their status in the selection process. Contractors who are "short-listed" may expect and anticipate in a subsequent interview which will most likely focus not only on the Contractor's program approach but also on an appraisal of the people who would be directly involved in the Project.

D. Inquiries – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Contractors will be contacted when it is appropriate to do so.

E. Cost of Responses – The City will not be responsible for the costs incurred by anyone in the submittal of responses.

F. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a "key persons" clause a part of the contract negotiations.

G. No Obligation – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Contractors submitting responses, should it be deemed in Friendswood's best interest; or (6) cancel the entire process.

H. 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 person or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, volunteers, employees or subconsultants. Contractor's insurance coverage shall be primary insurance with respect to City, its officials, employees and agents. Any insurance or self-insurance maintained by City, its officials, employees or agents shall be considered in excess of Contractor's insurance and shall not contribute to it. Further, Contractor shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

During the performance of the Services under this Agreement, Contractor shall maintain, at a minimum, the following insurance policies and coverages:

Worker's Compensation Policy

- Statutory amounts required by Texas law.
- Employer's Liability of $ 1,000,000.
- Waiver of Subrogation Required

Commercial General Liability Policy

- General aggregate of $2,000,000.
- Contractors Protective Liability of $1,000,000.
- Products and Completed Operations Aggregate of $1,000,000.
- Personal and Advertising Injury of $1,000,000.
- Minimum of $1,000,000 per occurrence.
- Fire Damage of $50,000.
- Coverage shall be broad form.

- No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- Waiver of Subrogation Required

Business Automobile Policy
- Combined Single Limits: $1,000,000 Coverage for “Any Auto”
- Waiver of Subrogation required.

Errors and Omissions (if applicable)
- Limit: $1,000,000 for this project.
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.

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:VII or better.
(2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
(3) Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
(4) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days’ prior written notice by mail, return receipt requested, has been given to City.
(5) City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
(6) Upon request and without cost to City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to City.
(7) Upon request and without cost to City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to City.
(8) All insurance required herein shall be secured and maintained in a company or companies satisfactory to City, and shall be carried in the name of Contractor. Contractor shall provide copies of insurance policies and endorsements required hereunder to City on or before the effective date of this Agreement.

I. Indemnification

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 GOODS AND SERVICES TO BE PROVIDED UNDER A CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSALS. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHEREIN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE

TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

J. Release – In any agreement resulting herefrom, City will 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 RFP or any resulting contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive City's sovereign immunity. Contractor assumes full responsibility for its services performed and goods supplied hereunder and hereby releases, relinquishes and discharges 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 Contractor's services to be performed or goods to be supplied hereunder. This release shall apply with respect to Contractor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

K. No Right to Arbitration -- Notwithstanding anything to the contrary contained in this RFP, City and Contractor hereby agree that no claim or dispute between City and Contractor arising out of or relating to this RFP or any resulting agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections l-14), or any applicable state arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that City is subjected to an arbitration proceeding notwithstanding this provision, Contractor consents to be joined in the arbitration proceeding if Contractor's presence is required or requested by City of complete relief to be recorded in the arbitration proceeding.

L. Right to Reject Proposals/Waive Irregularities – The City reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the City.

M. Length of Proposal – Proposals shall be valid for a period of ninety (90) days from the date proposals are opened and read, and for the duration of the contract term and any renewals thereof.

N. Withdrawal of Proposal – A proposer may withdraw the proposal providing the request, in writing, is in the hands of the Purchasing Coordinator by the time set for opening proposals. When such proposal is reached, it will be returned unopened to the proposal.

O. Proposal Guarantee – No proposal shall be considered unless accompanied by a proposal bond, certified check, or cashier's check of the character and amount stated in the Notice of Request For Proposal. All forms of guarantee shall be made payable to "City of Friendswood." The proposal guarantees unsuccessful proposers will be returned following action by the City on the award of the contract and to the successful proposer within 48 hours following execution of contract and bonds, as required. In case the successful b fails to file such contract and bonds, the amount of the proposal guarantee shall be forfeited to the City of Friendswood as liquidated damages.

P. Proposers' Responsibility – Proposers are required to inform themselves of the conditions under which the work is to be performed and all other factor that might affect the manner or method of work. The City does not make any representations as to the conditions under which the work is to be performed. Any information provided by the City, including, but not limited to geotechnical information, shall be for the Proposers' convenience only and the City does not guarantee the accuracy or correctness of any information so provided. The Proposer, if awarded the contract, shall not be allowed any extra compensation by reason of any conditions under which the work is to be performed or any other factor that might affect the manner or method of work. Proposers are also required to verify proposal quantities and notify the Purchasing Coordinator in writing of any discrepancies.

Q. Award of Contract – Before award of any contract can be approved, the City of Friendswood shall be satisfied that the proposer involved: (1) maintains a permanent place of business; (2) has adequate plant and equipment to do the work properly and expeditiously; (3) has a suitable financial status to meet obligations incident to the work; (4) has appropriate technical experience, (5) can submit a satisfactory performance record, and (6) consistently maintains experienced on-site supervisory staff during construction. The award, if made, will be made to the proposer providing the best value to the City as determined by the City Council.

R. Execution of Contract Documents **–** The Contractor shall complete execution of contact documents, including all bonds and insurance, within 15 days after the award of contract by the City Council.

S. Execution of Bonds – The Contractor will be required to execute performance and payment bonds, the amount of each not to be less than the contract price, with good and sufficient sureties on a form satisfactory to the City. The surety must designate an agent resident in Harris or Galveston County to whom notice may be delivered and service of process may be had. The surety company must be authorized and admitted to write surety bonds in the State of Texas. If the amount of the bond exceeds $100,000 the surety must:

- ❑ hold a certificate of authority from the United States Secretary of the Treasury to quality as a surety on obligations permitted or required under federal law; or:
- ❑ have obtained reinsurance of any liability in excess of $100,000 from a re-insurer that is authorized and admitted as a re-insurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to quality as a surety as re-insurer on obligations permitted under federal laws.

T. Commencement of Work – After contract documents and performance and payment bonds have been executed by all concerned parties, the City shall issue a notice to proceed to the Contractor stating the effective date to begin work.

U. Equal Opportunity Employment – All qualified applicants of a contractor or subcontractor will receive consideration of employment without regard to race, color, religion, sex, age, handicap or national origin. Proposers on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

V. Sales Tax Exemption – The City is exempt from Texas sales and use tax as a political subdivision pursuant to Texas Tax Code §151.309. The City shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and accordingly, Contractor shall not collect Texas sales and use taxes from the City with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.311: (i) tangible personal property that will be incorporated into the City's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provisions for Texas sales and use taxes with respect to such exempt items in any proposal or contract amount, and (ii) shall pass on to the City cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provisions regarding the exemption of Texas sales and use taxes.

W. Compliance with Laws – In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

Texas Government Code, Chapter 2252 Statement -- By submission of a response to this request to proposal, the Contractor represents that, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code and except to the extent otherwise required by applicable federal law, neither the Contractor, nor any

wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Texas Government Code Verifications -- By submission of a proposal, the Contractor represents and verifies that, for the term of any resulting contract for goods or services, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the Contractor, and any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor, (i) does not boycott Israel and will not boycott Israel during the term of any contract to be entered into with the City of Friendswood; (ii) does not boycott energy companies and will not boycott energy companies during the term of any contract to be entered into with the City of Friendswood; and (iii) 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. As used herein the following definitions apply

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   b) does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
   b) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
   c) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

but does not include:

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

ATTACHMENT A – FEDERAL PROCUREMENT REQUIREMENTS

The following are required Federal Clauses that shall be returned with the submittal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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A. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

C. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (as amended)

Contractors who apply or propose for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

D. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime Requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

G. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DHS pre-approval. The contractor shall include this provision in any subcontracts.

I. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

J. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

K. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or The City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance

coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

L. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of $100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

N. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

P. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.
(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) By necessary implication and regulation, the prohibitions also do not apply to:
(i) Covered telecommunications equipment or services that:
i. Are not used as a substantial or essential component of any system; and
ii. Are not used as critical technology of any system.
(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.
(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Q. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $350,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney

fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its subcontractors.
Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

R. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

S. EQUAL EMPLOYMENT OPPORTUNITY (29 CFR Part 1630, 41 CFR Parts 60 et seq.)

<u>During the performance of this contract, the contractor agrees as follows</u>:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge,

in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program

with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

T. DAVIS-BACON ACT (40 U.S.C. 3141-3148) & COPELAND "ANTI-KICKBACK" ACT

When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (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. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

U. CHANGES AND MODIFICATIONS (2 C.F.R. 200.403)

This is an acknowledgement that the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the award, reasonable for the scope of work, and otherwise allowable.

ATTACHMENT B – CERTIFICATION OF COMPLIANCE WITH FEDERAL PROCUREMENT REQUIREMENTS

Certification of Compliance with Federal Standards & Requirements

The undersigned [Contractor] certifies, to the best of his or her knowledge that Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below**.

_____ A Access to Records

_____ B Affirmative Socioeconomic Steps

_____ C Byrd Anti-Lobbying Agreement

_____ D Clean Air Act & Federal Water Pollution Control Act

_____ E Compliance with Federal Law, Regulations, and Executive Orders

_____ F Contract Work Hours and Safety Standards Act

_____ G Debarment and Suspension

_____ H Department of Homeland Security Seal, Logo, and Flags

_____ I Domestic Preferences for Procurement

_____ J Energy Efficiency

_____ K Hold Harmless Agreement

_____ L No Obligation by Federal Government

_____ M Potential Conflicts of Interest

_____ N Procurement of Recovered Materials

_____ O Program Fraud and False or Fraudulent Statements or Related Acts

_____ P Prohibition on Contracting for Covered Telecommunications Equipment or Services

_____ Q Termination for Cause & Convenience

_____ R Whistleblower Protection Act

_____ S Equal Employment Opportunity

_____ T Davis-Bacon Act & Copeland “Anti-Kickback” Act

_____ U Changes and Modifications

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

_____

Print Name and Title of Contractor’s Authorized Official

_____ _____

Signature of Contractor’s Authorized Official Date

ATTACHMENT C – CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying (Required for each Contract Exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

_____

Print Name and Title of Contractor's Authorized Official

_____ _____

Signature of Contractor's Authorized Official Date

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
_____ a. contract	_____ a. bid/offer/application	_____ a. initial filing
_____ b. grant	_____ b. initial award	_____ b. material change
_____ c. cooperative agreement	_____ c. post-award	
_____ d. loan		**For material change only:**
_____ e. loan guarantee		Year _____ quarter _____
f. loan insurance		Date of last report

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is Subawardee**, Enter Name and Address of Prime:
_____ Prime _____ Subawardee Tier If Known: **Congressional District, if known:**	**Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	b. **Individuals Performing Services** (*including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure	**Signature** _____ **Print Name** _____ **Title** _____ **Telephone No.** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)**

City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

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

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

a. the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Friendswood;

b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Friendswood; and

c. the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   b. does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
   b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

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

EXECUTED this the _____ day of _____, 20_____.

_____
Company Name

_____
Signature

_____
Printed Name/Title

STATE OF TEXAS §
COUNTY OF HARRIS §

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

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

_____
Notary Public in and for the State of Texas

ATTACHMENT E – FORM 1295

Per State Law a contract, agreement or purchase that is taken before the City Council for approval must have a 1295 form and Verification form. This form is considered the "Disclosure of Interested. Parties" form that was promulgated by the Texas Ethics Commission. Below are some frequently asked questions and tips to completing this required form.

Where and how can I get a 1295 Form?
The 1295 form filing begins on the Texas Ethics Commission website: https://www.ethics.state.tx.us/filinginfo/1295/

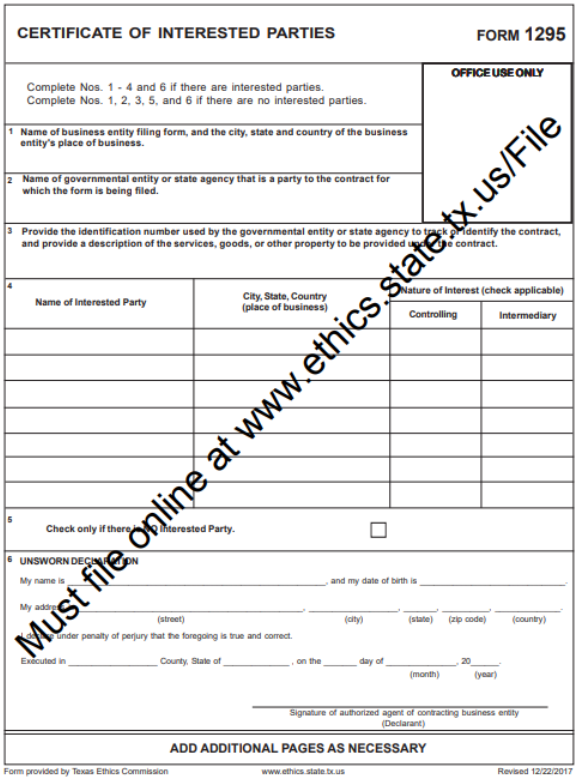
To use the electronic filing application, you will need to setup a filer ID/account – if you are not yet setup with a user account for your company, you will need to register at the following link:
https://www.ethics.state.tx.us/TECCertInt/pages/home/register.jsf

If your company already has a filer login, please go the login page to begin the process:
https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf

For step-by-step process for creating a certificate, the Ethics Commission has created at how to video that can be accessed at the following in:
https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html

Please note that the 1295 form must be created in the Ethics Commission website. You must completely fill out the form within the program, as it relates to item #3, the City of Friendswood may not have a specific contract number associated with your item; therefore, please include the name of this proposal: REQUEST FOR PROPOSAL NO. 2026-06, CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER.

Once the form is completed, you will need to print the form, complete the bottom portion of the form completely, sign and return the form to the City – once the Council approves the item, the City is responsible for closing out the 1295 form in the Ethics Commission site.



CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

ATTACHMENT G – CERTIFICATE OF COMPLIANCE WITH TEXAS FAMILY CODE 231.006 REGARDING PAYMENT OF CHILD SUPPORT

Pursuant to 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provider property, materials or services.

The undersigned authorized representative of the respondent hereby certifies that the individual or business entity named in the submittal is not ineligible to receive payments based on Texas Family Code 231.006 and acknowledges that a contract may be terminated and payment may be withheld if this certification is not true and accurate.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

Bids and RFPs

City Secretary

Date of Bid Opening
05/29/2026 09:00 AM

Bid
2026-07 - Disaster Debris Monitoring

Department Representative(s)

Name
Jeff Spears

Name
Dee Valdovinos

Addenda Issued

Addendum No	Date Issued
1	05/22/2026

Tabulation

No.	Company/Address	RFP/BID Amount
1	Metric Consulting	
2	True North Emergency Management, LLC	
3	TLC Engineering	
4	Tetra Tech, Inc	
5	DebrisTech, LLC	
6	Thompson Consulting Services	

THIS BID TABULATION RECEIVED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATIONAL PURPOSES ONLY.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider authorizing the City Manager to negotiate and execute pre-event contracts for disaster logistics with Environmental Earth-Wise, LLC., and Garner Environmental Services, Inc.

Originating Department: Emergency Services Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute pre-event contracts for disaster logistics in the event of an unforeseen emergency/disaster. On May 13, 2026, the Department of Emergency Services went out for Proposals RFP 2026-08 for disaster logistics.

RFP 2026-08 was published in The Reporter News on May 13, 2026, and May 20, 2026, and as a result received 8 sealed proposals from the following companies: Cotton Commercial USA, Inc., Environmental Earth-Wise, Inc., Garner Environmental Services, Inc., Hunton Rental Solutions, LTS, Inc., SAFE Industries, Servpro of Friendswood, and SLSCO, Ltd.

The proposals were opened on Friday, May 29, 2026, and after reviewing them, the selection committee recommends awarding the pre-event contracts for disaster logistics to Environmental Earth-Wise, LLC., and Garner Environmental Services, Inc. It has been the practice of the Department of Emergency Services to have redundancy and back-up contracts when possible. FEMA prefers and encourages multiple contracts.

There are no upfront costs for this contract to be in place. (*) Funds would be appropriated only if the contract is executed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	2026-08 Disaster Logistics SCOPE v1 FINAL
2.	2026-08 - RFP_RFQ Opening
3.	Garner TX Govt Code Verifications
4.	Garner Form 1295
5.	Earthwise Form 1295 Certificate

6.	Earthwise TX Govt Code Verifications

CITY OF FRIENDSWOOD, TEXAS
REQUEST FOR PROPOSALS NO. 2026-08
DISASTER LOGISTICS

INFORMATION

Issue date: Wednesday, May 13, 2026
Deadline for Questions: Friday, May 22, 2026, at 9:00 A.M.
Closing date & time: Friday, May 29, 2026, at 9:00 A.M.

RETURN PROPOSALS TO

City Secretary's Office
Friendswood City Hall
910 S. Friendswood Drive
Friendswood, Texas 77546

FOR INFORMATION CONTACT

Jeffery R. Spears
Purchasing Coordinator
910 S. Friendswood Drive
Friendswood, Texas 77546
281-996-3274
jspears@friendswood.com
www.ci.friendswood.tx.us

CITY OF FRIENDSWOOD, TEXAS
NOTICE OF REQUEST FOR PROPOSALS
RFP NO. 2026-08
DISASTER LOGISTICS

Sealed Proposals shall be submitted via one (2) electronic copies, on two (2) flash drives or CDs. Each electronic copy must include the signature of a person with the authority to bind the contractor into a contract. All submitted materials must be clearly marked with "**RFP NO. 2026-08, DISASTER LOGISTICS**, along with the name of the contractor and addressed to the City of Friendswood, Attn: City Secretary. Said submissions are to be received at Friendswood City Hall, City Secretary's Office, 910 S. Friendswood Dr., Friendswood, TX, 77546 on or before **9:00 A.M.**, **May 29, 2026**, at which time the proposals will be opened.

The City of Friendswood (the "City") reserves the right to reject any or all proposals and to waive any informality in the proposals received. The contract, if any, will be awarded to the proposer providing the best value to the City based upon the following criteria and the points assigned to each:

Criteria	Points
Qualifications	20
Experience on Similar Projects	25
Project Methodology	20
Pricing and Fees	25
References	10

The City pays for goods and services according to the provisions of Chapter 2251 of the Government Code.

Specifications and related information may be downloaded from the City's website at https://www.ci.friendswood.tx.us/Bids.aspx or may be reviewed/inspected during regular business hours in the City Secretary's Office, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546.

All questions must be submitted to jspears@friendswood.com, no later than **9:00 A.M., May 22, 2026.**

For additional information, please contact Jeff Spears, Purchasing Coordinator at (281) 996-3274 or via email to jspears@friendswood.com.

/S/Raquel Martinez, City Secretary

I. SCOPE

The City seeks to establish one or more contracts to provide emergency response equipment, supplies, and services immediately after a tropical storm, hurricane, tornado, flood, severe winter storm, or other incident, emergency, or disaster.

II. TERM OF AWARD

The initial term of this agreement shall be for three (3) years from the date of City Council approval. The City has the right to extend the contract period for two (2) additional, one (1) year periods upon mutual agreement between the City and the Contractor.

III. DEFINITIONS

When used in this Request for Proposal (RFP), the following words, terms and phrases shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

A. Commodity Point of Distribution (C-POD): Locations where life-sustaining commodities are distributed to members of the public following a catastrophic incident.

B. Project Manager (PM): Contractor's PM serves as the principal liaison between the City's Department of Emergency Services and the Contractor's workforce.

C. Proposal: an executed formal document submitted to the City stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the Request for Proposals (RFP) document.

IV. DISASTER LOGISTICS

Planning for disaster logistics is a function of the City of Friendswood's Department of Emergency Services.

A. Request for Mobilization:

When a major disaster occurs or is imminent, the City will contact the Contractor to advise it of the City's intent to activate the contract. Within 24 hours of receiving the Notice to Proceed, the Contractor will begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work.

B. The Contractor shall provide all expertise, effort, personnel materials, and equipment necessary regarding disaster logistics in the event of an incident, emergency, or other disaster that impact the City of Friendswood. Specifically, the Contractor will be responsible for providing:

1. Generators.
2. Electrical Cables.
3. Light Towers.
4. Bypass and water pumps.
5. Traffics Control Devices.
6. Changeable Message Signs.
7. Fuel & Fuel Services.
8. Portable Sanitation.
9. Logistics Services.
10. Heating and Cooling.
11. Heavy Equipment.
12. Tents.
13. Miscellaneous Other items offered by Proposer.

V. DESCRIPTION OF SERVICES

Services shall be performed on an "as needed basis" when directed by the Department of Emergency Services.

A. Guidance and direction on priorities and specific needs for disaster logistics operations. The Contractor in concert with the Department of Emergency Services, shall determine the method and manner of disaster logistics operations that provide the greatest economy of operations and cost to the City.

B. Contractors will provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specific services and to provide ongoing and periodic reports to the City for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Contractor must be fully cognizant of all pertinent Federal (FEMA, FHWA, USACE, USEPA, USDOT, etc.) and State of Texas (TCEQ, TXDOT, TX-GLO, etc.) documentation requirements and procedures and be prepared to assist the City staff in compiling and managing information and data necessary for those purposes.

C. Contractor shall assign and provide a Project Manager (PM) to serve as the principal liaison between the Department of Emergency Services and the Contractor's forces. The assigned PM must be knowledgeable of all facts of the Contractor's operations and have authority in writing to commit the Contractor to perform work under this contract. The PM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage shall provide immediate contact via telephone (landline and/or cellular) and shall have Internet and e-mail capabilities. The PM will participate in meetings as requested by the Department of Emergency Services, to provide essential information on the performance of the Contractor's forces. The PM will normally make reports to the Department of Emergency Services. This position will not require constant presence.

D. Contractors must use a planning standard approach. Specifically, the Contractor shall identify anticipated level of operational resources (personnel, equipment, etc.) that will be deployed. The Contractor must then identify sufficient resources (personnel, equipment, materials) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Contractor/Subcontractor and general equipment/personnel inventory will suffice.

E. The contractor shall provide reports, summaries, and analyses of daily activities associated with disaster logistics in the form and frequency specified by the Department of Emergency Services upon issuance of the Notification to Proceed. The Contractor shall be prepared to advise the Department of Emergency Services and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies.

F. Proposer shall describe any exceptions taken to the requirements stated in this RFP.

G. Proposer shall describe any proposed changes to the scope of work described in this RFP.

H. Proposer, upon receiving a Notice to Proceed from the City of Friendswood, shall immediately execute the required Performance and Payment Bonds. Contractor can expect a Notice to Proceed within the 24 hours following landfall of a tropical storm or hurricane or occurrence of other incident, emergency, or disaster.

VI. PLANNING AND TRAINING SUPPORT

The Contractor shall assist the City staff in planning for disaster logistics operations at the initiation of the contract period and annually, during the City's preparations for the approaching hurricane season that typically begins in early spring each year, for the duration of the contract period.

VII. WORKFORCE INFORMATION

Proposals must acknowledge these workforce planning standards and must demonstrate the Proposer's ability to satisfy these requirements.

A. Within 24 hours of notification, the Contractor shall provide enough professionals and qualified personnel to meet all contract requirements associated with this project.

B. All personnel shall be a minimum of 18 years of age and have a valid driver's license issued in the United States. Contractors will be required to staff depending on the scope of the disaster logistics operations. As part of this

proposal, the Contractor must indicate and explain how he/she will ensure the availability of a sufficient number of personnel to support this scope of work and how additional personnel will be engaged should the scope of operations require additional staff to meet City needs.

C. Contractor's personnel shall meet or exceed all necessary personal protective equipment (PPE) requirements. If inspected by the City and found not to be compliant, operations will cease until required PPE has been met.

D. The Contractor shall coordinate workforce assignments with the Department of Emergency Services.

VIII. PROPOSAL PRICING

REQUEST FOR PROPOSAL NO. 2026-08
CITY OF FRIENDSWOOD, TEXAS
DISASTER LOGISTICS
PROPOSER INFORMATION

SUBMIT TO: CITY OF FRIENDSWOOD CITY SECRETARY'S OFFICE FRIENDSWOOD CITY HALL 910 S. FRIENDSWOOD DRIVE FRIENDSWOOD, TEXAS 77546	REQUEST FOR PROPOSAL (RFP)

MAILING DATE	TITLE	NUMBER	CLOSING DATE & TIME
	DISASTER LOGISTICS	**2026-08**	
		PROPOSAL WRITER	

PRE-PROPOSAL DATE, TIME AND LOCATION

N/A

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	TAXPAYER IDENTIFICATION NUMBER
MAILING ADDRESS	NO PROPOSAL: If not submitting a Proposal, state reason below and return one copy of this form
CITY-STATE-ZIP	
PHONE	EMAIL
FAX	WEB ADDRESS
Proposals are firm for Acceptance for 90 days Yes ☐ No ☐ Other ☐	SAM UNIQUE ENTITY IDENTIFIER (UEI)

PROPOSAL CERTIFICATION

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below, and agrees to the following:

1. Proposer will be able and willing to provide services as described in this RFP in compliance with all terms and conditions herein;
2. If Proposer is a corporation, Proposer will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. Proposer will be able and willing to comply with the insurance, indemnification, and federal requirements set out in this RFP;
4. All statements made in this Proposal submission are true and correct and Proposer understands that any false statements or failure to disclose required information may result in disqualification of this Proposal from consideration.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE

Please initial by all that apply. I acknowledge receipt of the following addendum(s):

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

Please note the following:

- This page must be completed and returned with your bid.
- Proposals must be submitted in a sealed envelope, marked with bid number & closing date.
- Proposals received after the above closing date and time will not be accepted.

PROPOSER RESPONSES

1. Business Structure: (Check one, as applicable)

   - ☐ Sole Proprietorship
   - ☐ Partnership or Limited Partnership (List or Attach Partners)
   - ☐ Limited Liability Company (List or Attach Members)
   - ☐ Corporation

2. Identity of the project manager(s) who will be assigned to this project if awarded?

   NAME AND TITLE OF INDIVIDUAL _____ NAME AND TITLE OF INDIVIDUAL _____

3. How many years has your company been providing DISASTER LOGISTICS?

   Click or tap here to enter text.

4. Does your company have experience with government contracts and federal requirements contained in 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.?

   ☐ Yes ☐ No

5. Please include the names and telephone numbers of persons whom the City can contact for references regarding your company's past performance on similar projects:

   ORGANIZATION _____

   NAME AND TITLE OF INDIVIDUAL _____

   CITY/STATE _____

   PHONE _____

   EMAIL _____

PROPOSAL FORM

Please use the forms below or include equivalent pricing and fees breakdown in your submittal. Note that pricing breakdown to include profit, must be included as a part of the proposal. Work performed under the contract would simply be charged at the proposed hourly rate (no breakdown), but again, the breakdown must be included due to 2 CFR 200.324(b). “Cost plus percentage of cost” type proposals are prohibited.

Company Name: **City of Friendswood RFP #:** 2026-08

All work to be performed as described herein and comply with all requirements as part of the Disaster LOGISTICS RFP.
Numbers provided may not represent actual quantities and are estimated for evaluation purposes.
Travel, Lodging, and Per Diem Costs should be included in Hourly Rates.

PRICE PROPOSAL SHEET

ITEM	DESCRIPTION	UNIT	RATE
Bid Item A: Generators			
A-001	50KW Generator	Each	
A-002	100KW Generator	Each	
A-003	200KW Generator	Each	
A-004	300KW Generator	Each	
A-005	400KW Generator	Each	
A-006	500KW Generator	Each	
A-007	800KW Generator	Each	
Bid Item B: Electrical Cables		**UNIT**	**RATE**
B-001	50' of Cable	Each	
B-002	100' of Cable	Each	
Bid Item C: Light Tower		**UNIT**	**RATE**
C-001	Light Tower, 4,000 Watt	Each	
Bid Item D: Bypass and Water Pumps		**UNIT**	**RATE**
D-001	Bypass Pump, 4-inch (1,100 gpm)	Each	
D-002	Bypass Pump, 6-inch (1,880 gpm)	Each	
D-003	Bypass Pump, 12-inch (6,300 gpm)	Each	
Bid Item E: Traffic Control Devices		**UNIT**	**RATE**
E-001	USDOT/TXDOT MUTCD Barricade, Type 1	Each	
E-002	USDOT/TXDOT MUTCD Barricade, Type 2	Each	
E-003	USDOT/TXDOT MUTCD Barricade, Type 3	Each	
E-004	USDOT/TXDOT MUTCD Drum	Each	
E-005	USDOT/TXDOT MUTCD Cone, 42-inch two-piece	Each	
E-006	USDOT/TXDOT MUTCD Stop Sign, Portable	Each	
Bid Item F: Changeable Message Signs		**UNIT**	**RATE**
F-001	USDOT/TXDOT Changeable Message Sign, Portable	Each	
Bid Item G: Fuel & Fuel Services		**UNIT**	**RATE**
G-001	Diesel Fuel Delivery		
G-002	Unleaded Gasoline Fuel Delivery		
G-003	Fuel Truck, able to directly fuel vehicles	Each	
Bid Item H: Portable Sanitation		**UNIT**	**RATE**
H-001	Portable Restroom	Each	

H-002	Portable Restroom, ADA Compliant	Each	
H-003	Hand Wash Station	Each	
H-004	Hand Wash Station, ADA Compliant	Each	
H-005	Portable Restroom Trailer, 2-Station	Each	
H-006	Portable Restroom Trailer, 2-Station, ADA Compliant	Each	
H-007	Portable Restroom Trailer, 4-Station	Each	
H-008	Portable Shower Trailer, 2-Station	Each	
H-009	Portable Shower Trailer, 2-Station, ADA Compliant	Each	
H-010	Portable Shower Trailer, 4-Station	Each	

Bid Item I: Logistics Services		**UNIT**	**RATE**
I-001	Electrician	Each	
I-002	Commodity Point of Distribution (C-POD) Manager	Each	
I-003	Commodity Point of Distribution (C-POD) Laborer	Each	

Bid Item J: Heating and Cooling		**UNIT**	**RATE**
J-001	Portable AC Unit, 5 Ton	Each	
J-002	Portable AC Unit, 25 Ton	Each	
J-003	Portable Heater, 80K BTU	Each	
J-004	Portable Heater, 600K BTU	Each	

Bid Item K: Heavy Equipment		**UNIT**	**RATE**
K-001	Fork Lift, 6000# capacity	Each	
K-002	Fork Lift, 12000# capacity	Each	
K-003	Fork Lift, 18000# capacity	Each	
K-004	Fork Lift, 50000# capacity	Each	

Bid Item L: Tents		**UNIT**	**RATE**
L-001	Tent, 10 foot x 10 foot (100 sq. feet)	Each	
L-002	Tent, 10 foot x 20 foot (200 sq. feet)	Each	
L-003	Tent, 20 foot x 20 foot (400 sq. feet)	Each	
L-004	Tent, 20 foot x 30 foot (600 sq. feet)	Each	
L-005	Tent, 20 foot x 40 foot (800 sq. feet)	Each	
L-006	Tent, 20 foot x 50 foot (1000 sq. feet)	Each	

Bid Item M: Miscelleaneous		**UNIT**	**RATE**
M-001	Miscellaneous: _____		

IX. SUBMITTAL PROCESS

A. Cover Letter

The first page shall be a one-page letter transmitting the response to Friendswood and stating that the proposal set forth in it remains effective for a period of ninety (90) calendar days. At least one copy of the letter shall contain the original signature in ink, by a person having authority to bind the Proposer in a contract.

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization, and staffing of your firm.

2. Identify the project manager and each supervisor who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Proposer's experience in working with government agencies, to include, but not limited to the Federal Emergency Management Agency (FEMA).

2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each project listed. For each, please provide:

   - Project name and location,
   - Year completed,
   - Short description of project, and
   - Applicable references for each project.

D. Project Methodology

1. The proposal shall describe the firm's understanding of the Project objectives and describe a proposed project approach to deliver the services in an effective, timely, economical and professional manner. The description should include an organizational chart outlining the mobilization and operational plans, structure and services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements of all aspects of the Scope of Work set forth herein.

2. The Proposer shall provide a detailed project plan to include, but is not limited to: sequence of operations, subcontractors, and the plan for accounting and financial controls.

3. The Proposer shall provide guaranteed response time for each service proposed to mobilize and estimated time of arrival to the City in the event of a disaster.

4. The Proposer shall demonstrate their reporting and record keeping practices. The Proposer shall provide samples of reports or any other form or report the Proposer deems responsive to this proposal which is related to the firm's capabilities and understanding of the federal reimbursement process.

5. Describe any support needed from City staff to execute the Services.

6. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City's overall goals.

7. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, weekly rates, training, travel and per diem, etc.).

2. The proposal shall include all services.

3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

F. References

1. Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar projects.

X. SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals. Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City.

XI. EVALUATION CRITERIA

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

1. **Qualifications (20 points)**

   Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners.

2. **Experience on Similar Projects (25 points)**

   Emphasis on last 10 years. Related project experience, as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project.

3. **Project Methodology (20 points)**

   This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories.

4. **Pricing & Fees (25 points)**

5. **References (10 points)**

XII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

A. No Gratuities – Contractors shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Contractor to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

B. All Information True – Contractors represents and warrants to the City that all information provided in the response shall be true, correct and complete. Contractors who provide false, misleading, or incomplete

information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.

C. Interviews – If the City, as a result of the initial evaluation of the proposals, develops a "short list", Contractors will be notified in writing of their status in the selection process. Contractors who are "short-listed" may expect and anticipate in a subsequent interview which will most likely focus not only on the Contractor's program approach but also on an appraisal of the people who would be directly involved in the Project.

D. Inquiries – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Contractors will be contacted when it is appropriate to do so.

E. Cost of Responses – The City will not be responsible for the costs incurred by anyone in the submittal of responses.

F. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a "key persons" clause a part of the contract negotiations.

G. No Obligation – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Contractors submitting responses, should it be deemed in Friendswood's best interest; or (6) cancel the entire process.

H. 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 person or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, volunteers, employees or subconsultants. Contractor's insurance coverage shall be primary insurance with respect to City, its officials, employees and agents. Any insurance or self-insurance maintained by City, its officials, employees or agents shall be considered in excess of Contractor's insurance and shall not contribute to it. Further, Contractor shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

During the performance of the Services under this Agreement, Contractor shall maintain, at a minimum, the following insurance policies and coverages:

Worker's Compensation Policy

- Statutory amounts required by Texas law.
- Employer's Liability of $ 1,000,000.
- Waiver of Subrogation Required

Commercial General Liability Policy

- General aggregate of $2,000,000.
- Contractors Protective Liability of $1,000,000.
- Products and Completed Operations Aggregate of $1,000,000.
- Personal and Advertising Injury of $1,000,000.
- Minimum of $1,000,000 per occurrence.
- Fire Damage of $50,000.
- Coverage shall be broad form.
- No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- Waiver of Subrogation Required

Business Automobile Policy

- Combined Single Limits: $1,000,000 Coverage for “Any Auto”
- Waiver of Subrogation required.

Errors and Omissions (if applicable)

- Limit: $1,000,000 for this project.
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.

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:VII or better.
(2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
(3) Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
(4) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days’ prior written notice by mail, return receipt requested, has been given to City.
(5) City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
(6) Upon request and without cost to City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to City.
(7) Upon request and without cost to City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to City.
(8) All insurance required herein shall be secured and maintained in a company or companies satisfactory to City, and shall be carried in the name of Contractor. Contractor shall provide copies of insurance policies and endorsements required hereunder to City on or before the effective date of this Agreement.

I. Indemnification

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 GOODS AND SERVICES TO BE PROVIDED UNDER A CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSALS. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHEREIN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

J. Release – In any agreement resulting herefrom, City will 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 RFP or any resulting contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive City's sovereign immunity. Contractor assumes full responsibility for its services performed and goods supplied hereunder and hereby releases, relinquishes and discharges 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 Contractor's services to be performed or goods to be supplied hereunder. This release shall apply with respect to Contractor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

K. No Right to Arbitration -- Notwithstanding anything to the contrary contained in this RFP, City and Contractor hereby agree that no claim or dispute between City and Contractor arising out of or relating to this RFP or any resulting agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections l-14), or any applicable state arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that City is subjected to an arbitration proceeding notwithstanding this provision, Contractor consents to be joined in the arbitration proceeding if Contractor's presence is required or requested by City of complete relief to be recorded in the arbitration proceeding.

L. Right to Reject Proposals/Waive Irregularities – The City reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the City.

M. Length of Proposal – Proposals shall be valid for a period of ninety (90) days from the date proposals are opened and read, and for the duration of the contract term and any renewals thereof.

N. Withdrawal of Proposal – A proposer may withdraw the proposal providing the request, in writing, is in the hands of the Purchasing Coordinator by the time set for opening proposals. When such proposal is reached, it will be returned unopened to the proposal.

O. Proposal Guarantee – No proposal shall be considered unless accompanied by a proposal bond, certified check, or cashier's check of the character and amount stated in the Notice of Request For Proposal. All forms of guarantee shall be made payable to "City of Friendswood." The proposal guarantees unsuccessful proposers will be returned following action by the City on the award of the contract and to the successful proposer within 48 hours following execution of contract and bonds, as required. In case the successful b fails to file such contract and bonds, the amount of the proposal guarantee shall be forfeited to the City of Friendswood as liquidated damages.

P. Proposers' Responsibility – Proposers are required to inform themselves of the conditions under which the work is to be performed and all other factor that might affect the manner or method of work. The City does not make any representations as to the conditions under which the work is to be performed. Any information provided by the City, including, but not limited to geotechnical information, shall be for the Proposers' convenience only and the City does not guarantee the accuracy or correctness of any information so provided. The Proposer, if awarded the contract, shall not be allowed any extra compensation by reason of any conditions under which the work is to be performed or any other factor that might affect the manner or method of work. Proposers are also required to verify proposal quantities and notify the Purchasing Coordinator in writing of any discrepancies.

Q. Award of Contract – Before award of any contract can be approved, the City of Friendswood shall be satisfied that the proposer involved: (1) maintains a permanent place of business; (2) has adequate plant and equipment to do the work properly and expeditiously; (3) has a suitable financial status to meet obligations incident to the work; (4) has appropriate technical experience, (5) can submit a satisfactory performance record, and (6)

consistently maintains experienced on-site supervisory staff during construction. The award, if made, will be made to the proposer providing the best value to the City as determined by the City Council.

R. Execution of Contract Documents **–** The Contractor shall complete execution of contact documents, including all bonds and insurance, within 15 days after the award of contract by the City Council.

S. Execution of Bonds – The Contractor will be required to execute performance and payment bonds, the amount of each not to be less than the contract price, with good and sufficient sureties on a form satisfactory to the City. The surety must designate an agent resident in Harris or Galveston County to whom notice may be delivered and service of process may be had. The surety company must be authorized and admitted to write surety bonds in the State of Texas. If the amount of the bond exceeds $100,000 the surety must:

- hold a certificate of authority from the United States Secretary of the Treasury to quality as a surety on obligations permitted or required under federal law; or:
- have obtained reinsurance of any liability in excess of $100,000 from a re-insurer that is authorized and admitted as a re-insurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to quality as a surety as re-insurer on obligations permitted under federal laws.

T. Commencement of Work – After contract documents and performance and payment bonds have been executed by all concerned parties, the City shall issue a notice to proceed to the Contractor stating the effective date to begin work.

U. Equal Opportunity Employment – All qualified applicants of a contractor or subcontractor will receive consideration of employment without regard to race, color, religion, sex, age, handicap or national origin. Proposers on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

V. Sales Tax Exemption – The City is exempt from Texas sales and use tax as a political subdivision pursuant to Texas Tax Code §151.309. The City shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and accordingly, Contractor shall not collect Texas sales and use taxes from the City with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.311: (i) tangible personal property that will be incorporated into the City's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provisions for Texas sales and use taxes with respect to such exempt items in any proposal or contract amount, and (ii) shall pass on to the City cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provisions regarding the exemption of Texas sales and use taxes.

W. Compliance with Laws – In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

Texas Government Code, Chapter 2252 Statement -- By submission of a response to this request to proposal, the Contractor represents that, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code and except to the extent otherwise required by applicable federal law, neither the Contractor, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Texas Government Code Verifications -- By submission of a proposal, the Contractor represents and verifies that, for the term of any resulting contract for goods or services, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the Contractor, and any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor, (i) does not boycott Israel and will not boycott Israel during the term of any contract to be entered into with the City of Friendswood; (ii) does not boycott energy companies and will not boycott energy companies during the term of any contract to be entered into with the City of Friendswood; and (iii) 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. As used herein the following definitions apply

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
    a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
    b) does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
    a) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    b) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    c) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

but does not include:

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

ATTACHMENT A – FEDERAL PROCUREMENT REQUIREMENTS

The following are required Federal Clauses that shall be returned with the submittal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

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A. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City of Friendswood, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City of Friendswood and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

C. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (as amended)

Contractors who apply or propose for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

D. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Friendswood and understands and agrees that the City of Friendswood will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708; and 2 C.F.R. Appendix II to Part 200 (E))

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime Requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The City of Friendswood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

G. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the State of Texas and the City of Friendswood. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Friendswood, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DHS pre-approval. The contractor shall include this provision in any subcontracts.

I. DOMESTIC PREFERENCE FOR PROCUREMENT (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

J. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 C.F.R. 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

K. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or The City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance

coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

L. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 C.F.R. 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of $100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

N. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.323)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

P. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.
(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) By necessary implication and regulation, the prohibitions also do not apply to:
(i) Covered telecommunications equipment or services that:
i. Are not used as a substantial or essential component of any system; and
ii. Are not used as critical technology of any system.
(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.
(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Q. TERMINATION FOR CAUSE & CONVENIENCE (2 C.F.R. Appendix II to Part 200 (A) and (B))

Pursuant to 2 C.F.R. Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $350,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 C.F.R. Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney

fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its subcontractors.
Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

R. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

S. EQUAL EMPLOYMENT OPPORTUNITY (29 CFR Part 1630, 41 CFR Parts 60 et seq.)

<u>During the performance of this contract, the contractor agrees as follows</u>:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge,

in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program

with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

T. DAVIS-BACON ACT (40 U.S.C. 3141-3148) & COPELAND "ANTI-KICKBACK" ACT

When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (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. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

U. CHANGES AND MODIFICATIONS (2 C.F.R. 200.403)

This is an acknowledgement that the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the award, reasonable for the scope of work, and otherwise allowable.

ATTACHMENT B – CERTIFICATION OF COMPLIANCE WITH FEDERAL PROCUREMENT REQUIREMENTS

Certification of Compliance with Federal Standards & Requirements

The undersigned [Contractor] certifies, to the best of his or her knowledge that Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below**.

_____ A Access to Records

_____ B Affirmative Socioeconomic Steps

_____ C Byrd Anti-Lobbying Agreement

_____ D Clean Air Act & Federal Water Pollution Control Act

_____ E Compliance with Federal Law, Regulations, and Executive Orders

_____ F Contract Work Hours and Safety Standards Act

_____ G Debarment and Suspension

_____ H Department of Homeland Security Seal, Logo, and Flags

_____ I Domestic Preferences for Procurement

_____ J Energy Efficiency

_____ K Hold Harmless Agreement

_____ L No Obligation by Federal Government

_____ M Potential Conflicts of Interest

_____ N Procurement of Recovered Materials

_____ O Program Fraud and False or Fraudulent Statements or Related Acts

_____ P Prohibition on Contracting for Covered Telecommunications Equipment or Services

_____ Q Termination for Cause & Convenience

_____ R Whistleblower Protection Act

_____ S Equal Employment Opportunity

_____ T Davis-Bacon Act & Copeland “Anti-Kickback” Act

_____ U Changes and Modifications

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

_____

Print Name and Title of Contractor’s Authorized Official

_____ _____

Signature of Contractor’s Authorized Official Date

ATTACHMENT C – CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying (Required for each Contract Exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

_____

Print Name and Title of Contractor's Authorized Official

_____ _____

Signature of Contractor's Authorized Official Date

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
_____ a. contract	_____ a. bid/offer/application	_____ a. initial filing
_____ b. grant	_____ b. initial award	_____ b. material change
_____ c. cooperative agreement	_____ c. post-award	
_____ d. loan		**For material change only:**
_____ e. loan guarantee		Year _____ quarter _____
f. loan insurance		Date of last report

4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier If Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee**, Enter Name and Address of Prime: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	b. **Individuals Performing Services** (*including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure	**Signature** _____ **Print Name** _____ **Title** _____ **Telephone No.** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)**

City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

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

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

a. the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Friendswood;

b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Friendswood; and

c. the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   b. does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
   b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

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

EXECUTED this the _____ day of _____, 20_____.

_____
Company Name

_____
Signature

_____
Printed Name/Title

STATE OF TEXAS §
COUNTY OF HARRIS §

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

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

_____
Notary Public in and for the State of Texas

ATTACHMENT E – FORM 1295

Per State Law a contract, agreement or purchase that is taken before the City Council for approval must have a 1295 form and Verification form. This form is considered the "Disclosure of Interested. Parties" form that was promulgated by the Texas Ethics Commission. Below are some frequently asked questions and tips to completing this required form.

Where and how can I get a 1295 Form?
The 1295 form filing begins on the Texas Ethics Commission website: https://www.ethics.state.tx.us/filinginfo/1295/

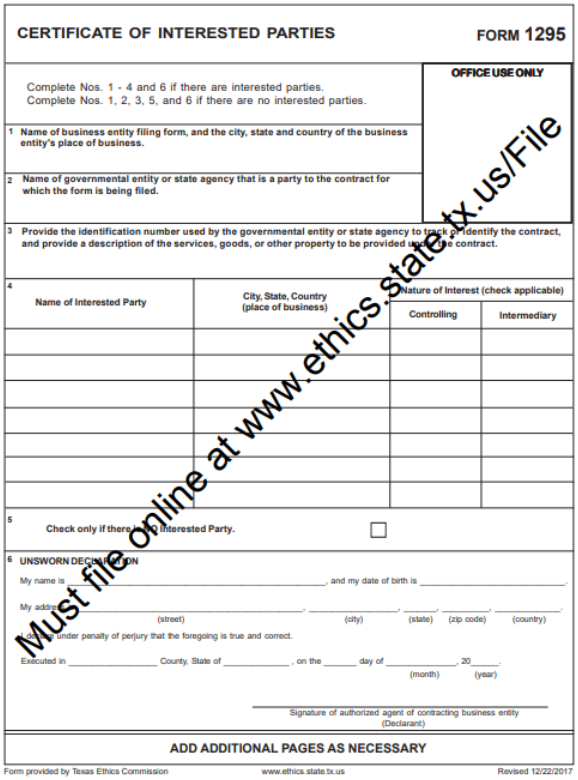
To use the electronic filing application, you will need to setup a filer ID/account – if you are not yet setup with a user account for your company, you will need to register at the following link:
https://www.ethics.state.tx.us/TECCertInt/pages/home/register.jsf

If your company already has a filer login, please go the login page to begin the process:
https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf

For step-by-step process for creating a certificate, the Ethics Commission has created at how to video that can be accessed at the following in:
https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html

Please note that the 1295 form must be created in the Ethics Commission website. You must completely fill out the form within the program, as it relates to item #3, the City of Friendswood may not have a specific contract number associated with your item; therefore, please include the name of this proposal: REQUEST FOR PROPOSAL NO. 2026-06, CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER.

Once the form is completed, you will need to print the form, complete the bottom portion of the form completely, sign and return the form to the City – once the Council approves the item, the City is responsible for closing out the 1295 form in the Ethics Commission site.



CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

ATTACHMENT G – CERTIFICATE OF COMPLIANCE WITH TEXAS FAMILY CODE 231.006 REGARDING PAYMENT OF CHILD SUPPORT

Pursuant to 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provider property, materials or services.

The undersigned authorized representative of the respondent hereby certifies that the individual or business entity named in the submittal is not ineligible to receive payments based on Texas Family Code 231.006 and acknowledges that a contract may be terminated and payment may be withheld if this certification is not true and accurate.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

Bids and RFPs

City Secretary

Date of Bid Opening
05/29/2026 09:00 AM

Bid
2026-08 - Disaster Logistics

Department Representative(s)

Name
Jeff Spears

Name
Dee Valdovinos

Addenda Issued

Addendum No	Date Issued
1	05/22/2026

Tabulation

No.	Company/Address	RFP/BID Amount
1	Hunter Rental Solutions	
2	SLSCO, LTD	
3	Garner	
4	Servpro	
5	Safe Industries	
6	Environmental Earth-Wise, Inc	
7	Cotton Commercial USA, Inc	
8	LTS, Inc	

THIS BID TABULATION RECEIVED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATIONAL PURPOSES ONLY.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 02/10/2026

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Beth Robinson (ii) Sharon Rowsey, and (iii) Brian Shelley to the Community and Economic Development Committee for a three-year term, beginning July 1, 2026, and expiring on June 30, 2029.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Community and Economic Development Committee (CEDC) is composed of a total of nine (9) members, who are residents of the city or business owners that pay ad valorem taxes to the city and are appointed by at least four members of the City Council for staggered three-year terms commencing on July 1.

The community and economic development committee shall have the following powers and duties:
(1) To provide recommendations to the city council to encourage commercial and industrial developments which are compatible with the image of the city;
(2) To provide recommendations to the city council regarding codes, ordinances, policies, and procedures that assist economic development in the city;
(3) To conduct surveys of citizens and businesses to gain understanding of various economic development matters, which are compatible with the city's interest, needs,
and image; and
(4) To perform other duties as may be delegated to it by the city council.

The following members have met all the requirements of the City's Appointment Policy:

(i) Beth Robinson,
(ii) Sharon Rowsey, and
(iii) Brian Shelley.

If appointed, these members will serve a three-year term beginning July 1, 2026, and ending June 30, 2029.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Robinson, Beth Volunteer Application_Redacted
2.	Rowsey, Sharon Volunteer Application_Redacted

3.	Shelley, Brian 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.

[redacted]

VOLUNTEER APPLICATION

NAME: Beth Robinson HOME PHONE: [redacted]

HOME ADDRESS: [redacted] WORK PHONE: [redacted]

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: [redacted] CELL PHONE: [redacted]

OCCUPATION: optometrist, business owner

SPECIAL INTERESTS AND TALENTS: socializing, event planning, supporting local emphasizing healthcare and fitness, working with children (mentoring) and schools; leadership and organization

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

If so, please name the body: _____

Revised 03/31/21 syb

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION
- _____ PLANNING & ZONING COMMISSION
- _____ ZONING BOARD OF ADJUSTMENT & APPEALS
- 2nd KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- primary ✓ 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.

Having lived in Friendswood for almost 11 years and running a business here since 2020, I have developed a deep sense of pride for this community and care deeply about the vision of Friendswood and its growth. As a local business owner, I understand both the challenges and opportunities that come with community engagement and economic development. I'd love the chance to contribute my experiences and insights to help support local businesses, attract new opportunities, and keep Friendswood a family-friendly place to live! Being a volunteer for Friendswood would be a great way to give back and help shape the future of our city. 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: F
FRIENDSWOOD RESIDENT FOR 10+ YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
BS in Applied Mathematics TX A&M U. - minor in Business 2003
Doctor of Optometry, U of H College of Optometry 2012
Business owner since 2020 in Friendswood
Texas Optometric Association - Board of Trustees since 2018 - currently President Elect

Please list any civic or community endeavors in which you have been involved:
Rotary of Friendswood
FEF New Employee Luncheon
PTO of Clear Elementary

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

2/5/2025
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:*
none	

PERSONAL REFERENCES:

Please list at least two references.

NAME: Judy Wiggins
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Sally Branson
ADDRESS: [redacted]
PHONE: [redacted]

Revised 03/31/21 syb

Authentisign ID: 356D254C-2AF8-EF11-90CE-00224822F75A

'25MAR- 5 10:51AM

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: Sharon Rowsey

HOME PHONE: _____

HOME ADDRESS: [redacted]

WORK PHONE: _____

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Commercial Real Estate Agent

SPECIAL INTERESTS AND TALENTS: Specalizing in Commercial Sales, leasing and Commercial development projects

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

If so, please name the body: N/A

Revised 03/31/21 syb

Authentisign ID: 356D254C-2AF9-EF11-90CE-00224822F75A

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION
_____PLANNING & ZONING COMMISSION
_____ZONING BOARD OF ADJUSTMENT & APPEALS
_____KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
__ X __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
_____DAYTIME
__ X __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 would like the opportunity to work with the City of Friendswood, and the community to make a small but lasting contribution with hopes of making the City of Friendswood and surronding areas a better place to live, play and shop.

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 ___ Work
FRIENDSWOOD RESIDENT FOR 10 + 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 State Licensed, with 20+ years of Real Estate continued education.

I would like to think I have a good reputation in the Friendswood community in the field of Commercial real estate, as a commerical leasing, sales, and development real estate agent, I care deeply for all my clients, and customers & I like to help them find the best locations for their needs and Friendswood is on the top of the list.

Please list any civic or community endeavors in which you have been involved:

I volunteered with Sentinels of Freedom several years, to assist with marketing and raising funds for the organization, as needed.

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

3/4/2025
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

Authentisign ID: 356D254C-2AF9-EF11-90CE-00224822F75A

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: Brett Banfield
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Louis Tannos
ADDRESS: [redacted]
PHONE: [redacted]

Revised 03/31/21 syb

From: noreply@civicplus.com
To: Raquel Martinez; Linda Newsted
Subject: Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Thursday, April 9, 2026 8:34:40 AM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act.
If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Brian
Volunteer Last Name	Shelley
Home Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Actuary at Corebridge Financial
Special Interests and Talents	Research and Project Execution, Financial Analysis, Economics, obsessive reader of City Council and P&Z Agendas and Minutes
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	Secondary
Capital Improvements Advisory Committee	*Field not completed.*

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	*Field not completed.*

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	*Field not completed.*
Library Volunteer	*Field not completed.*
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	*Field not completed.*

(Section Break)

I Am Available For	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	Male
How long have you been a Friendswood resident?	16
Have you been convicted of a crime, other than minor traffic violations in the past 10 years?	No
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?	Master's Degree in Economics from Texas A&M, Financial Analysis, Financial contract experience, 20 years at a Fortune 500 Insurance company
Please list any civic or community endeavors in which you have been involved	Coach of my son's Upward Soccer Team, Sunday School Teacher
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	Brian Shelley
Date	4/9/2026

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	*Field not completed.*
Dates of Service	*Field not completed.*

(Section Break)

Personal Reference #1: First Name and Last Name	Dwayne Ruiz
Address	[redacted]
City	Friendswood

State	TX
Zip Code	77546
Phone	[redacted]
Email Address	[redacted]
(Section Break)	
Personal Reference #2: First Name and Last Name	Kaye Corey
Address	[redacted]
City	Friendswood
State	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: July 6, 2026

Date submitted: 02/10/2026

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Cindy Deaton, (ii) Billy Mendoza, (iii) Randy Weisinger, (iv) Les French, and (v) Carlysle Gulledge as regular members, and (vi) Dave Yelovich as an alternate member to the Construction Board of Appeals 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 Construction Board of Appeals has the authority to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes.

The Construction Board of Appeals shall consist of seven residents of the city appointed by at least four members of the city council for two-year terms commencing on July 1. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, building industry representatives, fire protection engineering professionals, industrial safety professionals, and licensed electrical contractors. The City Council may appoint alternate board members to serve in the absence of one or more regular members when requested to do so by the Mayor or City Manager. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

The following members have met all the requirements of the City's Appointment Policy:

(i) Cindy Deaton,
(ii) Billy Mendoza,
(iii) Randy Weisinger,
(iv) Les French,
(v) Carlysle Gulledge, and
(vi) Dave Yelovich — Alternate Member (Building Industry)

If appointed, these members will serve a two-year term beginning July 1, 2026, and ending June 30, 2028.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Deaton, Cindy Volunteer Application_Redacted

2.	Mendoza, Billy Volunteer Application_Redacted
3.	Weisinger, Randy Volunteer Application _Redacted
4.	French, Les Volunteer Application_Redacted
5.	Gulledge, Carlysle Volunteer Application_Redacted
6.	Yelovich, Dave 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: Cindy Deaton

HOME PHONE: —

HOME ADDRESS: [redacted]

WORK PHONE: —

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Owner - Deaton Custom Tools

SPECIAL INTERESTS AND TALENTS: Small Business Networking, Community Involvement

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

If so, please name the body: _____

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
__✓__ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
_____
_____

I AM AVAILABLE FOR
_____ 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.

My expertise is in swimming pool construction, although I have worked in multifamily residential construction. I enjoy being involved in the community.

Revised 11/04/19 mkw

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

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 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)?
Work experience as a business owner building swimming pools.

Please list any civic or community endeavors in which you have been involved: Friendswood Chamber of Commerce Rookie of the Year 2019. Current 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.

Cindy Deaton
Signature of Applicant

5-25-21
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Traca Adams
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Carol Marcantel
ADDRESS: [redacted]
PHONE: [redacted]

Revised 11/04/19 mkw

Aubrey Harbin,CDD





BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Billy Mendoza

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]iendswood, Tx 77546

WORK PHONE: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Electrical Contractor

SPECIAL INTERESTS AND TALENTS: Educating and mentoring Apprentice Electricians, Leadership, Teambuilding ability to effectively explain practical application of codes and explain electrical terminology, problem solving, financial planning, extensive knowledge of electrical codes, nearly 30yrs experience in construction field.

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

If so, please name the body:

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
__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

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 21 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)?

Master Electrician x 25yrs and Texas Contractors License, along with ongoing continuing education.

Frequent coordination and working with various other trades.

Previously served as Inspector for City of League City building department

A desire to educate others about electrical code, theory behind the codes and application of the codes.

Please list any civic or community endeavors in which you have been involved:

Previously served as Assistant Coach for youth Upwards Basketball

Served in various areas in my church.

Otherwise, this will be my first time serving/volunteering within the City of Friendswood

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

5/24/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Rick Bertram

ADDRESS: [redacted] riendswood, Tx. 77546

PHONE: [redacted]

NAME: Santos Garza

ADDRESS: [redacted]

PHONE: [redacted]

Approved 07/10/17 mkw

CC: M & CC

Aubrey Harbin, CDD





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: Randy Weisinger HOME PHONE: [redacted]

HOME ADDRESS: [redacted] WORK PHONE: _____

EMAIL ADDRESS [redacted] CELL PHONE: [redacted]

OCCUPATION: Self. Owners A/C + Appliance Company.

SPECIAL INTERESTS AND TALENTS: _____

_____

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

If so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
__✓__ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
__✓__ LONG-TERM PROJECTS
__✓__ SHORT-TERM PROJECTS
__✓__ DAYTIME
__✓__ EVENING
__✓__ SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
_____
_____

OTHER
_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 48+ 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)?
Hold an HVAC License TACLB00828386
Over 30 Years Experience

Please list any civic or community endeavors in which you have been involved: _____

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

Harold R Welsh
Signature of Applicant

6-9-18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Robert Gritton

ADDRESS: [redacted]

PHONE: [redacted]

NAME: John Scott

ADDRESS: [redacted]

PHONE: [redacted]

Approved 07/10/17 mkw

CC: M & CC
Aubrey HArbin, CC



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

AME: LES FRENCH HOME PHONE: [redacted]

OME ADDRESS: [redacted] WORK PHONE:

MAIL ADDRESS: [redacted] CELL PHONE: [redacted]

CCUPATION: CONSTRUCTION SUPERVISOR

PECIAL INTERESTS AND TALENTS: _____

_____

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

so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

ease indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
__✓__ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
__✓__ SHORT-TERM PROJECTS
__✓__ DAYTIME
__✓__ EVENING
_____ SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
_____
_____

OTHER
_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Approved 07/10/17 mkw

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

ATE OF BIRTH: [redacted]
EX: M
RIENDSWOOD RESIDENT FOR 32 YEARS

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

Vhat experience do you have that may qualify you for service on a particular board or commission (i.e. license, egrees, and certificates)?
I HAVE BEEN A CONSTRUCTION SUPERVISOR FOR 39 YEARS IN COMMERCIAL AND RESIDENTIAL BUILDINGS.

Please list any civic or community endeavors in which you have been involved: I WAS INVOLVED IN THE PERRY HOME RESTORATION. SERVED ON THE BOARD OF FRIENDSWOOD GIRLS SOFTBALL ASSOCIATION FOR SIX YEARS.

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

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

Signature of Applicant

Date 6/1/18

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

ame of Board, Committee or Commission:	*Dates of Service:*

'ERSONAL REFERENCES:

'lease list at least two references.

NAME: JIMMY BROWN
ADDRESS [redacted]
'HONE: [redacted]

NAME: BRUCE BURTON
ADDRESS [redacted]
PHONE: [redacted]

Approved 07/10/17 mkw

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 6, 2025 4:33:14 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	Carlysle
Volunteer Last Name	Gulledge
Home Address	[redacted]
City	Friendswood
State	Texas
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Operations Director
Special Interests and Talents	Hunting & Fishing, D1 Collegiate Swimmer
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	Primary
Investment Committee	*Field not completed.*
Friendswood Downtown Economic Development Corporation	*Field not completed.*

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	*Field not completed.*

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	*Field not completed.*
Library Volunteer	*Field not completed.*
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	*Field not completed.*

(Section Break)

I Am Available For	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?	11
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)?	20 years experience in Heavy Civil Construction, Degree in Construction Management, NQA-1 Training Certification for Nuclear Construction Projects
Please list any civic or community endeavors in which you have been involved	N/A
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	Carlysle Gulledge
Date	2/6/2025

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	*Field not completed.*
Dates of Service	*Field not completed.*

(Section Break)

Personal Reference #1: First Name and Last Name	Jeff Koza
Address	[redacted]
City	Pearland
State	Texas
Zip Code	77581

Phone	[redacted]
Email Address	*Field not completed.*
(Section Break)	
Personal Reference #2: First Name and Last Name	Jamie Reingold
Address	[redacted]
City	Houston
State	Texas
Zip Code	77027
Phone	[redacted]
Email Address	*Field not completed.*

Email not displaying correctly? View it in your browser.

'26 MAY-22 7:13PM

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: DAVE YELOVICH HOME PHONE:

HOME ADDRESS: [redacted]
PHONE: Friendswood 77546 WORK

CITY, STATE, ZIP:

EMAIL ADDRESS: CELL
PHONE: [redacted] [redacted]

OCCUPATION:
Home Builder

SPECIAL INTERESTS AND TALENTS:
Wood workings

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)
- (SHORT-TERM PROJECTS)
- DAYTIME
- (EVENING)
- _SUMMER

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

EDUCATION
- LIBRARY BOARD
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

I AM AVAILABLE FOR
- 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: M

FRIENDSWOOD RESIDENT FOR ≈30 YEARS

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

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? Home builder for 40 years

ICC Code Certified = R5

Current member Texas State Board of Plumbing Examiners

Former member TDLR HVAC Advisory Committee
Numerous Codes + Standards Committees

Please list any civic or community endeavors in which you have been involved:

Friendswood Farmers Market
Recovery efforts after Allison, Ike, + Harvey

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 [signature] Date 5-22-26

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: N/A *Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: BRADY BURNETT

ADDRESS:

PHONE:

NAME: BEN WAXMAN

ADDRESS:

PHONE:

CONNIE RATISSEAU

JENNIFER WAXMAN

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 06/04/2026

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Jake Potter, (ii) Kristina King, and (iii) Hether Dieste to the Fourth of July Steering Committee to complete unexpired terms ending on October 31, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Fourth of July Steering Committee shall be composed of 15 members appointed by at least four members of the City Council for staggered three-year terms commencing on November 1. 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 authorizes Council to appoint the following individuals who have met the requirements of the City's Appointment Policy, to serve an initial unexpired term:

(i) Jake Potter,
(ii) Kristina King, and
(iii) Hether Dieste.

If appointed, their terms will commence immediately and expire on October 31, 2027. At that time, they may seek reappointment to serve a full three-year term.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Potter, Jake Volunteer Application_Redacted
2.	Kristina King Volunteer Application_Redacted
3.	Dieste, Hether 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: Jake Potter

HOME PHONE: _____

HOME ADDRESS: [redacted]

WORK PHONE: _____

CITY, STATE, ZIP: Friendswood, Texas 77546

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Event Producer

SPECIAL INTERESTS AND TALENTS: End-to-end event producing

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

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION
X 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 been an event producer for my entire professional career with experience in private events, stadium world tours, and everything in between. Attached is my resume for review. I look forward to a conversation to see where my experience best aligns.

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 32 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)?
16+ Years professional, large scale event producing. Degree in Show Production and Concert Mgmt. Resume attached.

Please list any civic or community endeavors in which you have been involved:
Current President of Hidden Cove HOA

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

1/9/26
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: Lucy Woltz

ADDRESS: _____

PHONE: [redacted]

NAME: Shawn Potter

ADDRESS: [redacted]

PHONE: [redacted]

BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: KRISTINA KING HOME PHONE: _____

HOME ADDRESS: [redacted] WORK PHONE: _____

CITY, STATE, ZIP: FRIENDSWOOD

EMAIL ADDRESS: [redacted] CELL PHONE: [redacted]

OCCUPATION: marketing manager

SPECIAL INTERESTS AND TALENTS: marketing, event planning, public policy communications

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

If so, please name the body: _____

Revised 09/25/25

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION
- 3 PLANNING & ZONING COMMISSION
- ____ ZONING BOARD OF ADJUSTMENT & APPEALS
- 1 KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ____ COMMUNITY & ECONOMIC DEVELOPMENT
- ____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ____ INVESTMENT COMMITTEE
- 4 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
- 2 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.

We recently moved to Friendswood in 2024 and love the community. I have helped out with Westwood Bales PTO and gotten to know the community and would love to help on a city level a lot more. I am heavily invested in the success of this town for my children and 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: Female
FRIENDSWOOD RESIDENT FOR 2 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)?
Marketing, social media, communications, graphic design

Please list any civic or community endeavors in which you have been involved: Westwood Bales PTO, 4th of July Steering committee volunteer

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

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

Signature of Applicant

5/13/2026
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: Theivarasu muruppan
ADDRESS: [redacted] Friendswood
PHONE: [redacted]

NAME: Corrie Considine
ADDRESS: [redacted] Friendswood
PHONE: [redacted]

Revised 09/25/25

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: Heather Dieste

HOME PHONE: _____

HOME ADDRESS: [redacted]

WORK PHONE: _____

CITY, STATE, ZIP: Fwd 77546

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: _____

SPECIAL INTERESTS AND TALENTS: 35 year resident of Galveston County Friendswood.

Most of my talents are more 'party trick' than 'city volunteer useful'. I've also seen this committee in action - they already have an abundance of talent & really only need able-bodied mules. Here I am!

Are you currently serving as a member of any Friendswood governmental body? Nope!

If so, please name the body: NA

Revised 05/26/2026

AREAS OF INTEREST

Please indicate your Primary Choice, Second Choice, and Third Choice:

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
_____ ZONING BOARD OF ADJUSTMENT
_✓_ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF 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 the Dewey Decimal System is my love language!

SPECIAL COMMITTEES AS CALLED

_____

_____

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: 12 10 1985
SEX: F
FRIENDSWOOD RESIDENT FOR 37 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)?
No current/active anything.

Please list any civic or community endeavors in which you have been involved:
4th of July Volunteer; PTO, FISD & CoF Sports/academic parent volunteer.

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

25 May 2026
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:*
N/A	

PERSONAL REFERENCES:

Please list at least two references.

NAME: Stefanie Saracostas (Scarpa)
ADDRESS: Friendswood, TX
PHONE: [redacted]

NAME: Catherine Wood
ADDRESS: City of Friendswood Office
PHONE: [redacted]

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing (i) Brad Ballard, (ii) Joseph Whittington, (iii) Joe Matranga, (iv) Sean Mickler, (v) Adam Hill, (vi) Eugenio Gonzales, and (vii) Marcy Linebarger to the Capital Improvement Advisory Committee for staggered terms.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Capital Improvements Advisory Committee shall be composed of seven members appointed by at least four members of the City Council. Such members shall be resident citizens and qualified voters of the city for staggered three-year terms commencing on July 1. Not less than 50 percent of the members shall be representatives of the real estate, development, or building industries who are not employees or officials of any political subdivision or governmental entity.

These individuals have met the requirements of the City's Appointment Policy and will have the following staggered terms:

The following individuals will have an initial one-year term set to expire on June 30, 2027:
(i) Brad Ballard, and
(ii) Joseph Whittington.

The following individuals will have an initial two-year term set to expire on June 30, 2028:
(iii) Joe Matranga, and
(iv) Sean Mickler.

The following individuals will have a three-year term set to expire on June 30, 2029:
(v) Adam Hill,
(vi) Eugenio Gonzales, and
(vii) Marcy Linebarger.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Ballard, Brad Volunteer Application_Redacted
2.	Whittington, Joseph Volunteer Application_Redacted
3.	Matranga, Joe Volunteer Application_Redacted
4.	Mickler, Sean Volunteer Application_Redacted

5.	Hill, Adam Volunteer Application_Redacted
6.	Gonzalez, Eugenio Volunteer Application_Redacted
7.	Linebarger, Marcy Volunteer Application_Redacted

From: noreply@civicplus.com
To: Raquel Martinez; Linda Newsted
Subject: Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Wednesday, May 20, 2026 6:03:50 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	Brad
Volunteer Last Name	Ballard
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, Contractor, Self-employed
Special Interests and Talents	I have a strong interest in real estate development, hospitality projects, and business strategy. My talents include evaluating opportunities, organizing complex projects, working with financial and operational data, and coordinating teams to move ideas from concept to execution.
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	*Field not completed.*
Zoning Board of Adjustments & Appeals	*Field not completed.*
Keep Friendswood Beautiful Committee	*Field not completed.*
Community & Economic Development Committee	*Field not completed.*
Construction Board of Adjustments & Appeals	*Field not completed.*
Investment Committee	*Field not completed.*
Friendswood Downtown Economic Development Corporation	*Field not completed.*
Capital Improvements Advisory Committee	Primary

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	*Field not completed.*

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	*Field not completed.*
Library Volunteer	*Field not completed.*
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	*Field not completed.*

(Section Break)

I Am Available For	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?	44
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 am a real estate developer that has completed many projects ranging in size from $1 million to $80 million including developing, constructing, owning and operating the Margaritaville Resort in Crystal Beach, Texas. I have built many commercial and residential buildings. I have degree in Finance from Baylor University, and have significant experience in managing all aspects of the construction, develpment, hospitality/resort industries including an in-depth understanding of the financial aspects of operating a business.
Please list any civic or community endeavors in which you have been involved	I am the president of four HOA's, have served as a board member on the Bolivar Peninsula Chamber of Commerce, and am an acting member of the Bolivar Vision organization.
Additional Information	Brad Ballard.Resume and Development Experience.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	Brad Ballard
Date	5/20/2026

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	*Field not completed.*
Dates of Service	*Field not completed.*

(Section Break)

Personal Reference #1: First Name and Last Name	Kent Ballard
Address	[redacted]
City	Friendswood
State	Texas
Zip Code	77546
Phone	[redacted]
Email Address	[redacted]

(Section Break)

Personal Reference #2: First Name and Last Name	Tori Foreman
Address	[redacted]
City	Crystal Beach
State	Texas
Zip Code	77650
Phone	[redacted]
Email Address	[redacted]

Email not displaying correctly? View it in your browser.

'26APR-21 2:29PM

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:
Joseph Whittington

HOME PHONE:

HOME ADDRESS:
[redacted]

WORK PHONE:

CITY, STATE, ZIP:
Friendswood TX 77546

EMAIL ADDRESS:
[redacted]

CELL PHONE: [redacted]

OCCUPATION:
Self Employed

SPECIAL INTERESTS AND TALENTS:

Strong analytical and problem solving skills with a focus on zoning compliance, drainage considerations, and balanced decision making.

Are you currently serving as a member of any Friendswood governmental body?

No

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION
_____X- PLANNING & ZONING COMMISSION
_____ZONING BOARD OF ADJUSTMENT & APPEALS
_____KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____COMMUNITY & ECONOMIC DEVELOPMENT
_____CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____INVESTMENT COMMITTEE
_____FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
_____X 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 1 YEARS (Friendswood property owner 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)?

Experience as owner-builder/general contractor for my personal residence in Friendswood, working directly with permitting, drainage requirements, and development regulations, including coordination with the Drainage District.

Experience in wastewater treatment and operations, providing practical understanding of infrastructure capacity and development impacts. Previously held a real estate license, offering insight into property values, land use, and market considerations.

Hold a Bachelor's degree in Criminal Justice and a certification in Professional Land Management (PLM), providing a structured understanding of land use and regulatory processes.

Please list any civic or community endeavors in which you have been involved:

Professional background in law enforcement, emphasizing public service, accountability, and adherence to established procedures and regulations. Engaged in local civic affairs through participation in public meetings and active interest in planning, zoning, and infrastructure issues affecting the Friendswood 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.

Signature of Applicant

Date 4/21/26

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
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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: Hon. David Medina
ADDRESS: _____
PHONE: Contact information available upon request – [redacted]

NAME: Henry Trochesset
ADDRESS: _____
PHONE: Contact information available upon request – [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.

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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.

From: noreply@civicplus.com
To: Raquel Martinez; Linda Newsted
Subject: Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Wednesday, June 10, 2026 4:09:31 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Sean
Volunteer Last Name	Mickler
Home Address	[redacted]
City	Friendswood
State	TX
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Developer / Contractor
Special Interests and Talents	Development and Construction
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 Adjustment	Primary
Keep Friendswood Beautiful Committee	Secondary
Community & Economic Development Committee	Primary
Construction Board of Appeals	Primary
Investment Committee	Secondary
Friendswood Downtown Economic Development Corporation	Primary
Capital Improvements Advisory Committee	Primary

(Section Break)

RECREATION
Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	Secondary
4th of July Volunteer	Secondary
Senior Citizens Advisory Committee	Secondary

(Section Break)

EDUCATION
Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	Secondary
Library Volunteer	Secondary
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER
Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	Secondary
Volunteer Fire Dept/EMS	Secondary
Animal Shelter Advisory Committee	Secondary
Charter Review (As Needed)	Secondary

(Section Break)

I Am Available For	Long-Term Projects, Short-Term Projects
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?	10+ 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)?	Own and Operate a Construction Management / Development Firm based in Friendswood
Please list any civic or community endeavors in which you have been involved	NA
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	SEAN MICKLER
Date	6/10/2026

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	*Field not completed.*
Dates of Service	*Field not completed.*

(Section Break)

Personal Reference #1: First Name and Last Name	Roger Woolsey
Address	[redacted]
City	Houston
State	TX

Zip Code	77061
Phone	[redacted]
Email Address	[redacted]
(Section Break)	
Personal Reference #2: First Name and Last Name	Troy Kennedy
Address	[redacted]
City	Seabrook
State	TX
Zip Code	77586
Phone	[redacted]
Email Address	[redacted]

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Raquel Martinez; Linda Newsted
Subject: Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Wednesday, May 20, 2026 3:37:00 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Adam
Volunteer Last Name	Hill
Home Address	[redacted]
City	Friendswood
State	Texas
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Builder/Developer
Special Interests and Talents	Promote respons ble and quality progress in the city
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	*Field not completed.*
Capital Improvements Advisory Committee	Primary

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	*Field not completed.*
4th of July Volunteer	*Field not completed.*
Senior Citizens Advisory Committee	*Field not completed.*

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	*Field not completed.*
Library Volunteer	*Field not completed.*
SPECIAL COMMITTEES AS CALLED	*Field not completed.*

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	*Field not completed.*

(Section Break)

I Am Available For	Long-Term Projects
Please use the space below for additional comments.	I would like to be on PZ but the citizen advisory work s too

(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?	53
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 been building/developing here for 30 years. I can bring extensive knowledge and experience to the job
Please list any civic or community endeavors in which you have been involved	failed city council run
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	John Adam Hill
Date	5/20/2026

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	Builder advisory Committee
Dates of Service	2010 i think

(Section Break)

Personal Reference #1: First Name and Last Name	Arden Hill
Address	[redacted]
City	Friendswood
State	Texas

Zip Code	77546
Phone	[redacted]
Email Address	[redacted]
(Section Break)	
Personal Reference #2: First Name and Last Name	Daniel Gage
Address	[redacted]
City	Friendswood
State	Texas
Zip Code	77546
Phone	[redacted]
Email Address	[redacted]

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Leticia Brysch; Raquel Martinez; Linda Newsted
Subject: Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Friday, October 3, 2025 3:31:13 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

BE A FRIENDSWOOD VOLUNTEER

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VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Eugenio
Volunteer Last Name	Gonzalez
Home Address	[redacted]
City	FRIENDSWOOD
State	TX
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	General Survey Manager
Special Interests and Talents	Civil engineer and surveyor.
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	Secondary
Construction Board of Adjustments & Appeals	Secondary
Investment Committee	Primary
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	Secondary
4th of July Volunteer	Primary
Senior Citizens Advisory Committee	Secondary

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	Secondary
Library Volunteer	Primary
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	Secondary

Volunteer Fire Dept/EMS	Secondary
Animal Shelter Advisory Committee	Secondary
Charter Review (As Needed)	Secondary

(Section Break)

I Am Available For	Short-Term Projects
Please use the space below for additional comments.	*Field not completed.*

(Section Break)

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

Date of Birth	[redacted]
Sex	Male
How long have you been a Friendswood resident?	1
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)?	Civil Engineer and Surveyor from Venezuela with over a decade of experience in both field operations and consulting roles in US. I currently manage the Survey Department at Cobalt Engineering, where I lead a team of 36 professionals, including both field crews and office staff. In this role, I oversee all aspects of land surveying operations—from project planning and execution to quality control and client communication. In addition to my current management role, I have worked extensively as a consultant for FEMA and multiple disaster recovery programs across seven states: Florida, Texas, Louisiana, California, Alabama, North Carolina, South Carolina, and Ohio. My responsibilities in these programs included helping general contractors with infrastructure assessments, damage inspections, and the preparation of technical reports used to support federal reimbursement and reconstruction funding. I also have deep hands-on experience in survey field work, AutoCAD drafting, and producing detailed drawings used for financial estimation and project budgeting. This practical knowledge, combined with my leadership experience and commitment to community resilience, uniquely qualifies me to contribute meaningfully to local government boards or commissions focused on infrastructure, planning, or emergency management.
Please list any civic or community endeavors in which you have been involved	.
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	Eugene Gonzalez
Date	10/3/2025

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	*Field not completed.*
Dates of Service	*Field not completed.*

(Section Break)

Personal Reference #1: First Name and Last Name	Curtis Hampton
Address	[redacted]
City	Hitchcock
State	TEXAS
Zip Code	77563
Phone	[redacted]
Email Address	[redacted]

(Section Break)

Personal Reference #2: First Name and Last Name	Chris Mooney
Address	[redacted]
City	Neptune Beach
State	FL
Zip Code	32266
Phone	[redacted]
Email Address	[redacted]

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Raquel Martinez; Linda Newsted
Subject: Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Tuesday, May 5, 2026 3:38:24 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

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VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Marcy
Volunteer Last Name	Linebarger
Home Address	[redacted]
City	Friendswood
State	Texas
Zip Code	77546
Home Phone	[redacted]
Work Phone	[redacted]
Cell Phone	[redacted]
Email Address	[redacted]
Occupation	Attorney
Special Interests and Talents	na
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	*Field not completed.*
Zoning Board of Adjustments & Appeals	*Field not completed.*
Keep Friendswood Beautiful Committee	*Field not completed.*
Community & Economic Development Committee	*Field not completed.*
Construction Board of Adjustments & Appeals	*Field not completed.*
Investment Committee	*Field not completed.*
Friendswood Downtown Economic Development Corporation	*Field not completed.*
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	*Field not completed.*
Volunteer Fire Dept/EMS	*Field not completed.*
Animal Shelter Advisory Committee	*Field not completed.*
Charter Review (As Needed)	Primary

(Section Break)

I Am Available For	Long-Term Projects, 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?	42 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)?	Attorney: primarily contracts attorney involved with construction and capital planning, improvement and infrastructure projects.
Please list any civic or community endeavors in which you have been involved	None
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	Marcy Linebarger
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	*Field not completed.*
Dates of Service	*Field not completed.*

(Section Break)

Personal Reference #1: First Name and Last Name	Don Dicksom
Address	[redacted]
City	Friendswood
State	Texas

Zip Code	77546
Phone	[redacted]
Email Address	*Field not completed.*
(Section Break)	
Personal Reference #2: First Name and Last Name	FAye Dicksom
Address	[redacted]
City	Friendswood
State	Texas
Zip Code	77546
Phone	[redacted]
Email Address	*Field not completed.*

Email not displaying correctly? View it in your browser.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

Date requested for City Council consideration: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider approving the ad valorem tax report for May 2026.

Originating Department: Finance

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive the ad valorem tax report for May 2026.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	GalCo Tax May 2026

Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston Texas 77550
Toll Free (877) 766-2284 Fax:(409) 766-2479
Email: galcotax@galvestoncountytx.gov

June 9, 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 May, 2026 is true and correct.

Under my hand and seal this 9th day of June, 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

Westwood Management District
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
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	114,968.39	.00	7,319.33	.00	122,287.72	783.90	.00	.00	123,071.62
	I & S	.114423	32,908.25	.00	2,095.08	.00	35,003.33	.00	.00	.00	35,003.33
	TOTAL	.514172	147,876.64	.00	9,414.41	.00	157,291.05	783.90	.00	.00	158,074.95
2024	M & O	.404140	3,446.08-	.00	1,075.00	.00	2,371.08-	1,236.31	.00	.00	1,134.77-
	I & S	.110032	938.24-	.00	292.68	.00	645.56-	.00	.00	.00	645.56-
	TOTAL	.514172	4,384.32-	.00	1,367.68	.00	3,016.64-	1,236.31	.00	.00	1,780.33-
2023	M & O	.379450	261.61	.00	.00	.00	261.61	.00	.00	.00	261.61
	I & S	.121278	83.61	.00	.00	.00	83.61	.00	.00	.00	83.61
	TOTAL	.500728	345.22	.00	.00	.00	345.22	.00	.00	.00	345.22
2022	M & O	.388560	728.39	.00	287.93	.00	1,016.32	210.41	.00	.00	1,226.73
	I & S	.098754	185.13	.00	73.18	.00	258.31	.00	.00	.00	258.31
	TOTAL	.487314	913.52	.00	361.11	.00	1,274.63	210.41	.00	.00	1,485.04
2021	M & O	.385147	37.22	.00	22.33	.00	59.55	15.07	.00	.00	74.62
	I & S	.102167	9.87	.00	5.92	.00	15.79	.00	.00	.00	15.79
	TOTAL	.487314	47.09	.00	28.25	.00	75.34	15.07	.00	.00	90.41
2019	M & O	.432160	52.06	.00	45.82	.00	97.88	23.62	.00	.00	121.50
	I & S	.089279	10.76	.00	9.46	.00	20.22	.00	.00	.00	20.22
	TOTAL	.521439	62.82	.00	55.28	.00	118.10	23.62	.00	.00	141.72
2016	M & O	.462000	101.19	.00	123.45	.00	224.64	53.10	.00	.00	277.74
	I & S	.084000	18.40	.00	22.45	.00	40.85	.00	.00	.00	40.85
	TOTAL	.546000	119.59	.00	145.90	.00	265.49	53.10	.00	.00	318.59
ALL	M & O		112,702.78	.00	8,873.86	.00	121,576.64	2,322.41	.00	.00	123,899.05
ALL	I & S		32,277.78	.00	2,498.77	.00	34,776.55	.00	.00	.00	34,776.55
ALL	TOTAL		144,980.56	.00	11,372.63	.00	156,353.19	2,322.41	.00	.00	158,675.60
DLQ	M & O		2,265.61-	.00	1,554.53	.00	711.08-	1,538.51	.00	.00	827.43
DLQ	I & S		630.47-	.00	403.69	.00	226.78-	.00	.00	.00	226.78-
DLQ	TOTAL		2,896.08-	.00	1,958.22	.00	937.86-	1,538.51	.00	.00	600.65
CURR	M & O		114,968.39	.00	7,319.33	.00	122,287.72	783.90	.00	.00	123,071.62
CURR	I & S		32,908.25	.00	2,095.08	.00	35,003.33	.00	.00	.00	35,003.33
CURR	TOTAL		147,876.64	.00	9,414.41	.00	157,291.05	783.90	.00	.00	158,074.95

REVERSALS DETAIL SCHEDULE
FROM: 05/01/2026 THRU 05/31/2026
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
2024	RF260514	1084720000058	202412	352.83-	0.00	0.00	0.00	HK21	352.83	0.00	RF
2024	RF260514	1084720000058	202412	0.00	0.00	0.00	0.00	HK21	352.83-	352.83-	RF
2024	RF260512	1198830010005	202412	9,006.71-	0.00	0.00	0.00	HK21	9,006.71	0.00	RF
2024	RF260512	1198830010005	202412	0.00	0.00	0.00	0.00	HK21	9,006.71-	9,006.71-	RF
2024	RF260514	1209130010022	202412	0.00	0.00	0.00	0.00	HK21	431.50-	431.50-	RF
2024	RF260514	1209130010022	202412	431.50-	0.00	0.00	0.00	HK21	431.50	0.00	RF
		2024 TOTAL		9,791.04-	0.00	0.00	0.00		0.00	9,791.04-	
2025	RF260514	1022300000002	202512	0.00	0.00	0.00	0.00	HK10	137.82-	137.82-	RF
2025	RF260514	1022300000002	202512	137.82-	0.00	0.00	0.00	HK10	137.82	0.00	RF
2025	RF260514	1034960000039	202512	261.21-	0.00	0.00	0.00	HK10	261.21	0.00	RF
2025	RF260514	1034960000039	202512	0.00	0.00	0.00	0.00	HK10	261.21-	261.21-	RF
2025	908051426T	1050080000037	202512	974.80-	0.00	0.00	0.00	25HC	0.00	974.80-	TR
2025	RF260514	1050130000028	202601	128.54-	0.00	0.00	0.00	HK10	128.54	0.00	RF
2025	RF260514	1050130000028	202601	0.00	0.00	0.00	0.00	HK10	128.54-	128.54-	RF
2025	RF260514	1057880000006	202601	234.22-	0.00	0.00	0.00	HK10	234.22	0.00	RF
2025	RF260514	1057880000006	202601	0.00	0.00	0.00	0.00	HK10	234.22-	234.22-	RF
2025	RF260514	1098320000025	202512	277.52-	0.00	0.00	0.00	HK10	277.52	0.00	RF
2025	RF260514	1098320000025	202512	0.00	0.00	0.00	0.00	HK10	277.52-	277.52-	RF
2025	RF260512	1198830010005	202512	8,710.46-	0.00	0.00	0.00	HK10	8,710.46	0.00	RF
2025	RF260512	1198830010005	202512	0.00	0.00	0.00	0.00	HK10	8,710.46-	8,710.46-	RF
2025	RF260514	1206360020005	202601	0.00	0.00	0.00	0.00	HK10	128.54-	128.54-	RF
2025	RF260514	1206360020005	202601	128.54-	0.00	0.00	0.00	HK10	128.54	0.00	RF
2025	RF260514	1209130010022	202512	558.92-	0.00	0.00	0.00	HK10	558.92	0.00	RF
2025	RF260514	1209130010022	202512	0.00	0.00	0.00	0.00	HK10	558.92-	558.92-	RF
2025	RF260528	168708	202512	0.00	0.00	0.00	0.00	25S1	93.37-	93.37-	RF
2025	RF260528	168708	202512	93.37-	0.00	0.00	0.00	25S1	93.37	0.00	RF
2025	908051426T	202050	202512	1,325.91-	0.00	0.00	0.00	CERT	0.00	1,325.91-	TR
2025	RF260528	202290	202601	0.00	0.00	0.00	0.00	25S1	128.54-	128.54-	RF
2025	RF260528	202290	202601	128.54-	0.00	0.00	0.00	25S1	128.54	0.00	RF
2025	908050126T	203064	202511	1,547.80-	0.00	0.00	0.00	CERT	0.00	1,547.80-	TR
2025	RF260528	219342	202601	228.16-	0.00	0.00	0.00	25S1	228.16	0.00	RF
2025	RF260528	219342	202601	0.00	0.00	0.00	0.00	25S1	228.16-	228.16-	RF
2025	924051126PHC	357499	202604	1,848.35-	0.00	203.32-	0.00	D08	0.00	2,051.67-	RI
2025	RF260528	720936	202512	802.11-	0.00	0.00	0.00	25S1	802.11	0.00	RF
2025	RF260528	720936	202512	0.00	0.00	0.00	0.00	25S1	802.11-	802.11-	RF
2025	RF260528	751190	202512	566.48-	0.00	0.00	0.00	25S1	566.48	0.00	RF
2025	RF260528	751190	202512	0.00	0.00	0.00	0.00	25S1	566.48-	566.48-	RF
2025	RF260528	757242	202601	0.00	0.00	0.00	0.00	25S1	13.57-	13.57-	RF
2025	RF260528	757242	202601	13.57-	0.00	0.00	0.00	25S1	13.57	0.00	RF
2025	RF260514	H410110000140	202510	2.05-	0.00	0.00	0.00	HK10	2.05	0.00	RF
2025	RF260514	H410110000140	202510	0.00	0.00	0.00	0.00	HK10	2.05-	2.05-	RF

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
	2025 TOTAL		17,968.37-	0.00	203.32-	0.00	0.00	18,171.69-
	YEAR 2024							
	REFUNDS		9,791.04-	0.00	0.00	0.00	0.00	9,791.04-
	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		9,791.04-	0.00	0.00	0.00	0.00	9,791.04-
	ALL YEARS							
	REFUNDS		34,334.06-	0.00	0.00	0.00	0.00	34,334.06-
	RETURNED ITEMS		3,696.70-	0.00	406.64-	0.00	0.00	4,103.34-
	TRANSFERS/REVERSALS		7,697.02-	0.00	0.00	0.00	0.00	7,697.02-
	TOTAL		45,727.78-	0.00	406.64-	0.00	0.00	46,134.42-

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 05/01/2026 THRU 05/31/2026
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2016 TOTAL		119.59	0.00	145.90	53.10	0.00	318.59
	2019 TOTAL		62.82	0.00	55.28	23.62	0.00	141.72
	2021 TOTAL		47.09	0.00	28.25	15.07	0.00	90.41
	2022 TOTAL		913.52	0.00	361.11	210.41	0.00	1,485.04
	2023 TOTAL		345.22	0.00	0.00	0.00	0.00	345.22
	2024 TOTAL		5,406.72	0.00	1,367.68	1,236.31	0.00	8,010.71
	2025 TOTAL		165,845.01	0.00	9,617.73	783.90	0.00	176,246.64
	TOTAL PAYMENTS		172,739.97	0.00	11,575.95	2,322.41	0.00	186,638.33
	2024 TOTAL		9,791.04-	0.00	0.00	0.00	0.00	9,791.04-
	2025 TOTAL		17,968.37-	0.00	203.32-	0.00	0.00	18,171.69-
	TOTAL REVERSALS		27,759.41-	0.00	203.32-	0.00	0.00	27,962.73-
	TOTAL FOR UNIT		144,980.56	0.00	11,372.63	2,322.41	0.00	158,675.60

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	279,765,411	6,200,970,393	0	00.514172	29,435,569.15	17,596

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2025	28,085,783.72	1,349,785.43	1,349,785.43	28,485,848.14	28,485,848.14	949,721.01	96.77	0.00
2024	292,504.02	79,762.54-	79,762.54-	26,432.02	26,432.02	186,309.46	12.42	0.00
2023	90,269.76	25,576.84-	25,576.84-	694.78-	694.78-	65,387.70	1.07-	0.00
2022	46,639.80	71.78-	71.78-	5,088.52	5,088.52	41,479.50	10.93	0.00
2021	27,567.15	3,097.20-	3,097.20-	192.81	192.81	24,277.14	.79	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	502.48	502.48	14,711.32	3.30	0.00
2018	12,293.33	118.68-	118.68-	393.15	393.15	11,781.50	3.23	0.00
2017	11,156.64	116.37-	116.37-	146.92	146.92	10,893.35	1.33	0.00
2016	9,727.29	.00	0.00	378.01	378.01	9,349.28	3.89	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	1,241,042.02	1,241,042.02	28,519,656.24	28,519,656.24	1,385,281.18		0.00
CURR	28,085,783.72	1,349,785.43	1,349,785.43	28,485,848.14	28,485,848.14	949,721.01		0.00
DELQ	578,111.68	108,743.41-	108,743.41-	33,808.10	33,808.10	435,560.17		0.00

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2026
LAND VALUE	8,027,944,608	8,027,944,608	79,640,161	4,148,017-	75,492,144	8,103,436,752
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	351,632,300	40,637,921-	310,994,379	1,372,337,299
APPRAISED VALUE	8,027,944,608	8,027,944,608	431,272,461	44,785,938-	386,486,523	8,414,431,131
EXEMPTIONS	2,067,351,739	2,067,351,739	94,708,722	11,461,640	106,721,112	2,174,072,851
TAXABLE VALUE	5,921,204,982	5,921,204,982	336,563,739	56,798,328-	279,765,411	6,200,970,393
LEVY	28,085,783.72	28,085,783.72	1,925,326.20	575,540.77-	1,349,785.43	29,435,569.15
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,479	10,479	666	167	839	11,318
OVER 65	3,794	3,794	210	58	271	4,065
DISABLED	190	190	9	3	12	202
VETERAN	271	271	19	1	20	291
TOTAL EXEMPT	92	92	0	0	0	92

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2026
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	19,151,376-	4,819,808-	1,015,973,168
APPRAISED VALUE	7,686,327,908	7,686,327,908	14,418,691	19,151,376-	4,732,685-	7,681,595,223
EXEMPTIONS	2,032,678,237	2,032,678,237	3,786,226	8,583,230	12,365,736	2,045,043,973
TAXABLE VALUE	5,617,453,464	5,617,453,464	10,632,465	27,730,886-	17,098,421-	5,600,355,043
LEVY	292,504.02	292,504.02	54,669.17	134,431.71-	79,762.54-	212,741.48
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	0	54	54	10,720
OVER 65	3,772	3,772	0	15	15	3,787
DISABLED	190	190	0	1	1	191
VETERAN	268	268	0	1-	1-	267
TOTAL EXEMPT	86	86	0	0	0	86

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2026
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	4,133,646-	3,947,223-	939,032,995
APPRAISED VALUE	7,378,007,830	7,378,007,830	270,203	4,133,646-	3,863,443-	7,374,144,387
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	6,353,605-	6,220,695-	5,267,964,895
LEVY	90,269.76	90,269.76	427.95	26,004.79-	25,576.84-	64,692.92
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

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2026
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	230,198-	230,198-	873,544,899
APPRAISED VALUE	6,593,325,295	6,593,325,295	18,801	230,198-	211,397-	6,593,113,898
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	62,100-	43,299-	4,778,643,095
LEVY	46,639.80	46,639.80	91.62	163.40-	71.78-	46,568.02
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 05/31/2026
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	644,881-	644,881-	774,512,584
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	644,881-	644,881-	5,827,165,326
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	624,817-	624,817-	4,214,042,375
LEVY	27,567.15	27,567.15	.00	3,097.20-	3,097.20-	24,469.95
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

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2026
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	20,265-	20,265-	617,880,144
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	20,265-	20,265-	4,207,354,253
EXEMPTIONS	891,117,422	891,117,422	0	0	0	891,117,422
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	20,265-	20,265-	3,292,393,921
LEVY	12,293.33	12,293.33	.00	118.68-	118.68-	12,174.65
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	0	0	10,001
OVER 65	2,897	2,897	0	0	0	2,897
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2026
LAND VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	0	20,061-	20,061-	615,891,750
APPRAISED VALUE	4,271,816,787	4,271,816,787	0	20,061-	20,061-	4,271,796,726
EXEMPTIONS	988,826,434	988,826,434	0	0	0	988,826,434
TAXABLE VALUE	3,264,000,598	3,264,000,598	0	20,061-	20,061-	3,263,980,537
LEVY	11,156.64	11,156.64	.00	116.37-	116.37-	11,040.27
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	0	0	10,005
OVER 65	2,854	2,854	0	0	0	2,854
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	0	0	207
TOTAL EXEMPT	647	647	0	0	0	647

Summary of Jurisdiction Remittances Processed Property Tax File

Batch Seq
5168197

For Remitted Deposit Dates 05/01/2026 thru 05/31/2026 as of 06/05/2026

Report run on: June 5, 2026 10:37 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 98310	Print Date:06/02/2026						
	Current	19,381.90	5,547.87	0.00	0.00	0.00	24,929.77
	Delq	1,184.76	316.14	0.00	0.00	0.00	1,500.90
Last Deposit Date	05/05/2026	$20,566.66	$5,864.01	$0.00	$0.00	$0.00	$26,430.67
ACH 98355	Print Date:06/02/2026						
	Current	6,954.34	1,990.59	0.00	0.00	0.00	8,944.93
	Delq	1,222.75	342.07	0.00	0.00	0.00	1,564.82
Last Deposit Date	05/11/2026	$8,177.09	$2,332.66	$0.00	$0.00	$0.00	$10,509.75
ACH 98403	Print Date:06/02/2026						
	Current	13,974.39	3,999.97	0.00	0.00	0.00	17,974.36
	Delq	(7,606.15)	(2,070.87)	0.00	0.00	0.00	(9,677.02)
Last Deposit Date	05/15/2026	$6,368.24	$1,929.10	$0.00	$0.00	$0.00	$8,297.34
ACH 98452	Print Date:06/02/2026						
	Current	26,422.78	7,563.13	0.00	0.00	0.00	33,985.91
	Delq	3,453.56	919.97	0.00	0.00	0.00	4,373.53
Last Deposit Date	05/21/2026	$29,876.34	$8,483.10	$0.00	$0.00	$0.00	$38,359.44
ACH 98502	Print Date:06/02/2026						
	Current	55,554.31	15,901.77	0.00	0.00	0.00	71,456.08
	Delq	1,034.00	265.91	0.00	0.00	0.00	1,299.91
Last Deposit Date	05/29/2026	$56,588.31	$16,167.68	$0.00	$0.00	$0.00	$72,755.99
	Total:	**$121,576.64**	**$34,776.55**	**$0.00**	**$0.00**	**$0.00**	**$156,353.19**

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2025 TO 05/31/2026

INCLUDES AG ROLLBACK

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

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2025
JURISDICTION: 0175 FRIENDWD CITY CENTER PID

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2026
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: July 6, 2026

Date submitted: 05/26/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider approving the minutes of the City Council Regular Meeting minutes held on June 1, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to review and approve the minutes of the City Council Regular Meeting minutes held on June 1, 2026. A copy of the draft minutes is attached for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	June 1, 2026, CC Meeting Minutes (DRAFT)

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD
June 1, 2026

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, JUNE 1, 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
Robert J. Griffon	Councilmember
Randy Hale	Councilmember
Michael P. Ross	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Raquel Martinez	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M. All members were present with the exception of the absence of Councilmember Trish Hanks.

2. INVOCATION

The invocation was led by Senior Pastor David Lorenz of First Baptist Friendswood.

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 by acknowledging there was a funeral for a city resident, Ms. Arlene Taylor, on Saturday. He said she was well known throughout the community, a great lady, and recognized Councilmember Ellisor for singing and being part of the funeral agenda. Councilmember Hale stated he could not let his first meeting begin without any comments. He thanked city staff for their help and guidance in getting him situated. He then brought up a brief comment on the City's Memorial Day remembrance event. He complimented whoever found Colonel Helen Strown-George, U.S. Army retired veteran, to speak at the event. He stated she did an amazing job reminding everyone what Memorial Day is for. Councilmember Ross congratulated his parents for 63 years of marriage.

5. PUBLIC COMMENT

Mayor Foreman announced the following citizens had signed up to provide a public comment.

Mr. Dave Yelovich spoke to Council regarding the Blackhawk proposed project and stated the HOA was willing to pay and partner on the project for a layback curb. He further commented on separate agenda items, such as: the flood study, storm sewer projects, bond election, the active transportation plan, and items on the consent agenda. He lastly nominated himself for the Friendswood Downtown Economic Development Corporation.

Mr. Roy Glanville wished to bring to Council's attention that he provided the City Manager with written descriptions, pictures, and videos regarding an apparently dangerous situation caused by the city. Although Mr. Kabiri responded that the issue was referred to staff for assessment and resolution, he noted this is his third notice to the city and nothing has yet been done.

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.

City Manager Morad Kabiri presented the City of Friendswood Five-Star Spirit Award for the Second Quarter of 2026 to Office Manager Megan Childers from the Parks and Recreation Department. Ms. Childers introduced her husband, work family, and expressed her gratitude.

7. COMMITTEES OR SPECIAL REPORTS

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

Library Board Vice Chair JoBeth Brizendine presented the Board's Annual Report to Council with the following highlights:

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
• 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.

FRIENDSWOOD LIBRARY
• 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.

- 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

- 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.

8. WORK SESSION TOPICS

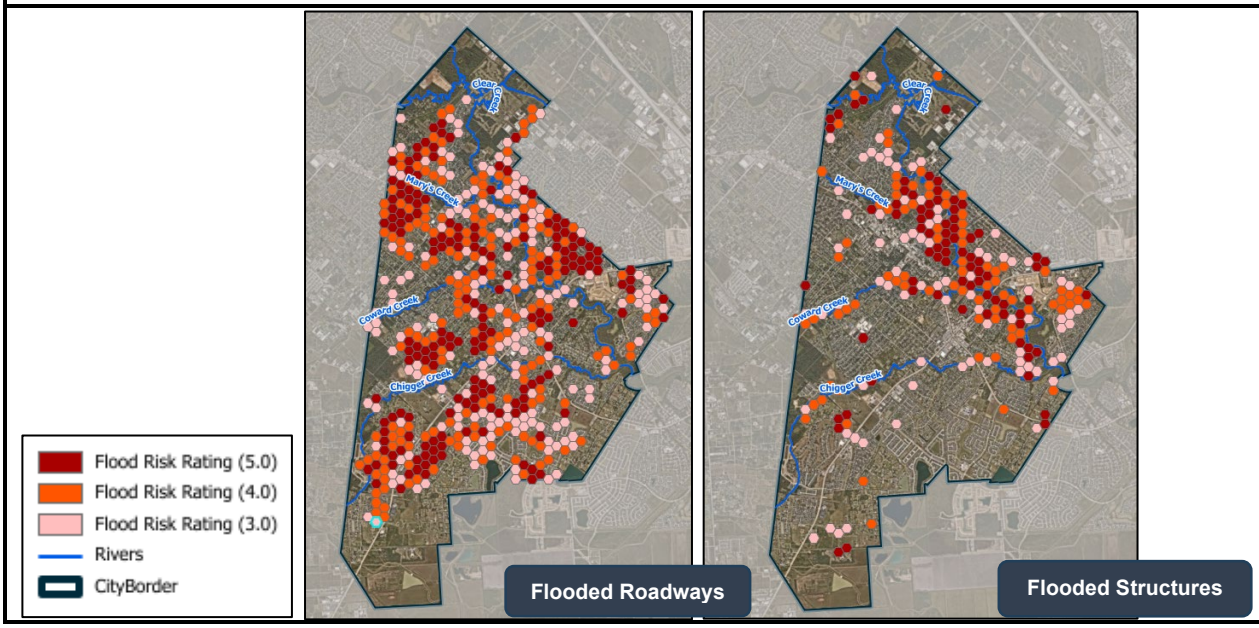
A. Receive a presentation and discuss the City of Friendswood Master Drainage Plan.

Halff Associates Representative Jason Beck and Kyle Outten presented to Council the City of Friendswood Master Drainage Plan. Mr. Beck relayed the plan would provide a roadmap for smarter growth, city planning, and new funding opportunities. The two main goals were reducing flood risk and increasing resilience. The study also focused on an implementation strategy from concept to construction. The four main deliverables of the City of Friendswood Master Drainage Plan were identified as follows:

1. Prioritized recommendations,
2. Additional flood risk information,
3. A roadmap for city planning, and
4. A centralized GIS database.

After that introduction, Mr. Outten proceeded to present the study findings with the following highlights:

PROBLEM AREA & PROJECT IDENTIFICATION



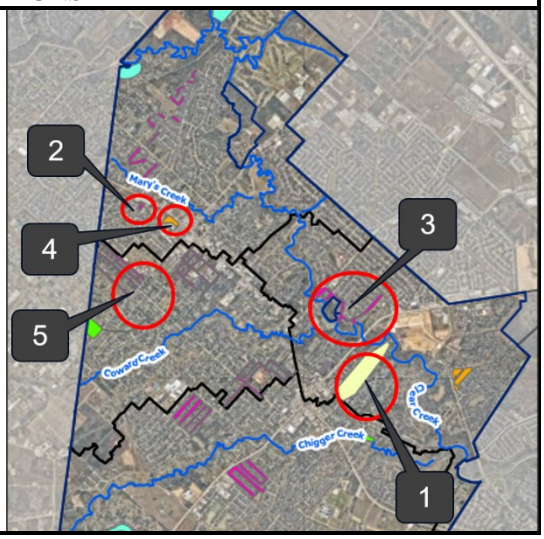
PROJECT COST RANGES		
Watershed	**No. Of Projects**	**Estimated Range Of Total Cost**
Clear Creek Upper	6	$4M - $47M
Clear Creek Lower	3	$0.13M - $110M
Coward Creek	2	$3M - $18M
Chigger Creek	4	$0.12 - $20M

PROJECT PRIORITIZATION							
	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

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



With the recommendations concluding the presentation, Councilmember Ross requested an additional workshop to go through the data provided. City Manager Morad Kabiri responded that it is up to City Council how they want to digest the information, noting that the city can provide a link to the backup materials and is currently completing a drainage story map to link firsthand data to each project. Councilmember Hale supported having a workshop and requested to go over the direct cost benefit analysis. He further asked what consideration was given to big picture, long range flood mitigation work

being done outside Friendswood. Mr. Beck said they accounted for water entering the City from Pearland and upper Clear Creek beyond the city limits. The proposed projects were within city limits, but some projects could be prime candidates for partnerships. Mr. Kabiri added the database provided could be used when partnering with other agencies.

Councilmember Branson asked about the new funding mechanisms and opportunities mentioned in the presentation. Mr. Beck replied the projects were packaged up, initial investigative work was done, and their funding strategy folks were identifying programs that could be the best fit. He said regional flood planning was one example, and they wanted to get projects on their recommendation list to be eligible for the flood infrastructure fund in future years. Councilmember Griffon said most of his questions would be in the bond makeup discussion. He enjoyed the presentation and commented that the volume of wastewater and storm sewer improvements was more voluminous than he had anticipated. He believed that was the city's critical care infrastructure and a high priority.

Mayor Foreman closed the item noting that the big takeaway was that Friendswood has been talking about flooding and drainage for a long time. The City and its partners have gotten $121 million worth of conveyance projects done. Now, the big hitters left are in the neighborhoods and storm sewers and ditches are how the City gets water out of there. Thus, some storm sewers are undersized and need to be redesigned and fixed. With that, he thanked the presenters and closed the item.

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

Bond Committee Chair Robin Hall presented the committee's final report with the following highlights:

COMMITTEE MAKEUP

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

SUBCOMMITTEES
• Facilities • Finance • Streets • Parks & Recreation • Drainage

DRAINAGE SUMMARY		
Mitigation Type	**Details**	**Total Cost**
Storm Sewer	Falcon Ridge and Brill Storm Sewer Improvements	$6,012,000.00
Storm Sewer	Maplewood and Westwood Storm Sewer Improvements	$1,482,000.00
Storm Sewer	Autumn Creek Neighborhood Storm Sewer Improvements	$7,106,000.00
Ponds	Sun Meadow New Pond Construction	$3,262,000.00
Ponds	Autumn Creek Neighborhood Combine Ponds	$1,625,000.00
Channel	Chigger Creek Dig Out at Oak Drive Bridge Crossing	$854,000.00
Total		**$20,341,000.00**

As Council recently received a presentation on the master drainage plan, Mayor Foreman wondered if there may be a need for realignment of the projects. City Manager Morad Kabiri explained that the listed drainage projects were part of the master drainage plan because the committee worked concurrently with that process, but there are alternative projects for consideration that were not part of the Bond Committee's consideration due to the fact that the Master Drainage Plan was not complete. The committee will make a recommendation and ultimately City Council will choose whether to hold a bond election and what is included. Ms. Hall confirmed tonight was just the presentation and Council can have

time to workshop this, if needed. Mr. Kabiri added that staff would like some direction tonight to ensure they are not completely off base before moving forward.

STREETS & TRANSPORTATION SUMMARY		
Category	**Project**	**Total Cost**
Sidewalk	Sidewalks - City Wide	$1,000,000.00
Traffic Enhancements	Bay Area Reconstruction (FM 528 to Wastewater Treatment Plant)	$6,000,000.00
Traffic Enhancements	Stadium Lane	$2,500,000.00
Traffic Enhancements	Murphy Lane	$1,500,000.00
Total		**$11,000,000.00**

During the discussion on Bay Area Boulevard, Councilmember Griffon asked if there were opportunities to partner with Harris County Commissioner Adrian Garcia or the Houston-Galveston Area Council (HGAC) to help offset the costs, noting there was a low local appetite for bonds. Councilmember Branson noted this project is road maintenance rather than a new road and asked if the 3/8th-cent street maintenance sales tax could be applied. Mr. Kabiri confirmed it could but cautioned that the project would consume over a year and a quarter of the annual $2.7 million sales tax revenue, halting other roadway projects during that time.

Councilmember Griffon noted that many of the street projects seem like maintenance and requested an email update on the current balances of the capital maintenance fund and the 3/8th-cent revenues. Councilmember Branson agreed, concluding that using maintenance dollars is a win-win because it allows the city's money to sit in an account and accrue interest rather than paying tax interest on a bond.

PARKS & RECREATION SUMMARY		
Category	**Project**	**Total Cost**
Parks	Friendswood Lake Park Bulkhead and Trail Repair	$2,400,000.00
Parks	Sports Complex Upgrades (Renwick and Centennial Parks)	$4,225,000.00
Parks	Stevenson Aquatics Facility Infrastructure Expansion and Related Systems - 25 Meter Pool	$3,800,000.00
Parks	Stevenson Park Parking Expansion	$3,200,000.00
Total		**$13,625,000.00**

FACILITIES SUMMARY		
Category	**Project**	**Total Cost**
City Facilities	Fuel Island at Blackhawk Building	$ 250,000.00
City Facilities	Fuel Station at Public Safety Building	$ 250,000.00
City Facilities	Public Safety Building Parking Lot Expansion	$ 750,000.00
City Facilities	Fire Station 4 Expansion	$ 4,000,000.00
City Facilities	City Hall Renovations	$ 700,000.00
Total		**$ 5,950,000.00**

With that concluding the different subcommittees' summaries, Ms. Hall proceeded to discuss the Finance Subcommittee's findings and recommendations, as follows:

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

BOND PACKAGING RECOMENDATIONS			
Proposition	**Amount**	**Estimated Tax Increase**	**% of Bond**
Facilities	$5,950,000.00	0.001169	12%
Drainage	$20,341,000.00	0.003995	40%
Parks (w/ options)	$13,625,000.00	0.002676	27%
Transportation	$11,000,000.00	0.002160	22%
Total	**$50,916,000.00**	**0.010000**	**100%**

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

RECOMMENDATIONS – DEBT SERVICE IMPACT			
Project Name	**Subcommittee**	**Estimated Cost**	**Total Tax Rate Equivalent**
Fuel Island at Blackhawk	City Facilities	$ 250,000.00	0.0000060
Fuel Station at Public Safety Building	City Facilities	$ 250,000.00	0.0000060
Public Safety Building Parking Lot Expansion	City Facilities	$ 750,000.00	0.0000179
Fire Station 4 Expansion	City Facilities	$ 4,000,000.00	0.0000952
Reconstruction of City Hall Renovations	City Facilities	$ 700,000.00	0.0000167
Falcon Ridge and Brill Storm Sewer Improvements	Drainage	$ 6,012,000.00	0.0001431
Maplewood and Westwood Storm Sewer Improvements	Drainage	$ 1,482,000.00	0.0000353
Autumn Creek Neighborhood Storm Sewer Improvements	Drainage	$ 7,106,000.00	0.0001692
Sun Meadow New Pond Construction	Drainage	$ 3,262,000.00	0.0000777
Autumn Creek Neighborhood Combine Ponds	Drainage	$ 1,625,000.00	0.0000387
Chigger Creek Dig Out at Oak Drive Bridge Crossing	Drainage	$ 854,000.00	0.0000203
Friendswood Lake Park Bulkhead and Trails Improvements	Parks	$ 2,400,000.00	0.0000571
Sports Complex Upgrades	Parks	$ 4,225,000.00	0.0001006
Stevenson Aquatics Facility Infrastructure	Parks	$ 3,800,000.00	0.0000905
Stevenson Park Parking & Infrastructure	Parks	$ 3,200,000.00	0.0000762

Bay Area Boulevard Reconstruction (FM 528 to Waste Water Treatment Plant)	Streets & Transportation	$ 6,000,000.00	0.0001429
Stadium Lane	Streets & Transportation	$ 2,500,000.00	0.0000595
Murphy Lane	Streets & Transportation	$ 1,500,000.00	0.0000357
Citywide Sidewalk Construction Program	Streets & Transportation	$ 1,000,000.00	0.0000238
Total (Included Projects)		**$50,916,000.00**	**0.0012123**

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	$5,950,000.00	0.001169	$6,247,500.00	0.001169	$6,545,000.00	0.001461	$7,497,000.00	0.002045	12%
Drainage	$20,341,000.00	0.003995	$21,358,050.00	0.003995	$22,375,100.00	0.004994	$25,629,660.00	0.006991	40%
Parks	$13,625,000.00	0.002676	$14,306,250.00	0.002676	$14,987,500.00	0.003345	$17,167,500.00	0.004683	27%
Transportation	$11,000,000.00	0.002160	$11,550,000.00	0.002160	$12,100,000.00	0.002701	$13,860,000.00	0.003781	22%
Total	**$50,916,000.00**	**0.010000**	**$53,461,800.00**	**0.010000**	**$56,007,600.00**	**0.0125**	**$64,154,160.00**	**0.0175**	**100%**

As Ms. Hall went over additional projects that did not make it on the committee's recommendation, Councilmember Griffon said that, of all the facilities, the activity center is the worst-case and oldest facility. He argued that because approximately 1,200 people flow through there each month who then go to downtown shops and restaurants, it should be the number one facility listed. Further discussion ensued regarding the recreation center. Ms. Hall explained that the committee placed the project under additional consideration due to a lack of consensus regarding parking, costs, and location. Mayor Foreman agreed on the critical need for the facility and advocated for letting the voters decide on the ballot.

Ms. Hall concluded by presenting their next steps as follows:

- 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

C. Receive and discuss an update regarding Emergency Preparedness.

Emergency Services Director Brian Mansfield presented an update to Council regarding Emergency Preparedness with the following highlights:

PREPAREDNESS AND PLANNING

- **Year-Round Coordination:** The city conducts continuous planning and collaboration throughout the year with partners, rather than just during active storm seasons.
- **Community Partners:** Local school districts (CCISD, FISD), drainage/special districts (GCCDD), private utility companies (CenterPoint Energy, Texas-New Mexico Power), and non-governmental organizations (faith-based and community-based).
- **Plans:** Emergency Management Plan, Continuity of Operations Plan, and 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
TOTAL	$3,607,746.63

PRE-DISASTER CONTRACTS

- **Contracts:** Requests for Proposals (RFPs) were opened the previous Friday for critical standby emergency services, including Debris Removal, Debris Monitoring, Disaster Logistics, and Disaster Catering.
- **Debris Management:** Noted that critical disaster equipment like generators and debris trucks are limited after major events. Debris cleanup is executed in order based on priorities: Life Safety first, followed by Critical City Infrastructure.

TRAINING AND EXERCISES

- **Recent Training:** Conducted a communications and emergency alert system test on April 2, 2026.
- **Alerts:** Advised citizens that automated phone alerts (e.g., tornado warnings) come directly from the federal National Weather Service (NWS) and should be acted upon immediately without waiting for city vetting. The city will follow up shortly after.

FUNDING

Location	Population 2020 Census	FY 2026 Indicators (Per Capita)	Public Assistance Min. Thresholds
Galveston County	350,682	$4.86	$1,704,315.00
Harris County	4,731,145	$4.86	$22,993,365.00
State of Texas	2,9145,505	$1.94	$56,542,280.00

- 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.	Category 1, <15 ≤ 35 miles, 5% of aggregate limit $500,000	Category 2, <15 ≤ 35 miles, 10% of aggregate limit $1,000,000

City Manager Morad Kabiri noted Harvey cost $5.4 million in debris removal, while Beryl cost $3.4 million. He stated hiring a private insurance entity cost roughly $50,000 a month, and their payouts depend on rain and wind parameters rather than actual sustained damage. Because federal thresholds are changing, he recommended setting aside funding into a city account to earn interest. The city can also issue emergency certificates of obligation to fund recovery if needed. Higher incoming sales tax is currently being set aside to establish this account.

PUBLIC OUTREACH

- **StormReady Certification:** The city earned its National Weather Service StormReady certification recognition for its 23rd consecutive year
- **Events & Engagement:** Touch-a-Truck, Concert in the Park, Under the Oaks, and the Ice Cream Social.
- **Presentations:** Friendswood Academy, Teen Leadership, Senior Citizen Program, Homeowner's Associations, Rotary International, Chamber of Commerce, Scouting America Troops, Girl Scouts of America Troop, and NWS Skywarn
- **"What's In Your Kit?" Campaign:** Educational initiative for citizens to build emergency supply kits with flashlights, batteries, water, shelf-stable food, necessary medications, and NOAA weather radios.

STAYING INFORMED

- **Emergency Alerts**: friendswood.com/notify
- **Instagram**: @FriendswoodCity and @FriendswoodEMS
- **Facebook**: City of Friendswood - Government
- **AT&T Cable**: Channel 99
- **Xfinity Cable**: Channel 17

9. FRIENDSWOOD ACTIVE TRANSPORTATION PLAN

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

The Goodman Corporation Representative Kristi Miller presented to Council the Houston-Galveston Area Council's (H-GAC) Friendswood Active Transportation Plan with the following highlights:

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

Top Five Priority Infrastructure Projects Recommendations

FM 518 (Whispering Pines To Silverstone)
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

FM 518 (Silverstone To Eagle Lakes)
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

CASTLEWOOD (Sidewalk South Of Greenbrier To Sunset / HS)
New sidewalk on north side of Castlewood Ave connecting Sunset Drive to Friendswood HS. 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

GREENBRIER (Castlewood To Buckingham)
New sidewalk on both sides of Greenbriar Drive from Castlewood Ave (Friendswood HS) 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

FM 528 & BAY AREA BOULEVARD INTERSECTION
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

In addition to the infrastructure projects, Ms. Miller noted they also identified several gaps in Friendswood's existing sidewalk network and organized these into 3 categories:

UNDER 350 FEET
• Castlewood Dr • Townes Rd • Silverstone Dr • Briarmeadow Ave • Winding Way Dr • Leisure Lane • Killarney Ave • Mossy Stone Dr • Crecent Dr

ADJACENT TO OR ON A TXDOT FACILITY
• Blackhawk Blvd • Mary Ann Dr • Castlewood Ave • Falcon Ridge Blvd • W Oak Dr • Friendswood Pkwy • Cypress Point Dr • San Joaquin Pkwy • Friendswood Trail • Championship Dr

OVER 350 FEET
• FM 518/N Friendswood Dr • Laura Leigh Dr

Ms. Miller closed her presentation noting their "active transportation toolbox," describing it as a collection of treatments that can be applied throughout the community. Across its four sections (multimodal, pedestrian, bicycle, and other active transportation facilities), they provide guidance on how those treatments can be implemented alongside potential amenity options like benches and trash cans.

Considering projects costs, Councilmember Branson asked about grant opportunities. Ms. Miller confirmed there were opportunities particularly for projects with a safety nexus or near schools, such as through Safe Streets and Roads for All (SS4A) Grant Program, Texas Department of Transportation (TxDOT), H-GAC, and other state and federal sources. She stated the five priority projects were specifically chosen because they are actionable, implementable, and good candidates for the different annual funding sources. Councilmember Griffon asked about Bay Area Boulevard and FM 528. Mr. Kabiri noted that, much like the Master Drainage Plan, they did not have the benefit of having this study completed during the bond committee's work but can definitely add to their dollar amounts if Council holds a bond election to accommodate the recommendations.

Mayor Foreman thanked the HGAC, the Goodman Company, Councilmember Branson, and staff for bringing grant opportunities to conduct studies like this.

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

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to approve Resolution No R2026-15, as submitted and related to Item 9.B. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

RESOLUTION NO. R2026-15

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.

At 7:45 P.M., Mayor Foreman recessed the meeting for Council to see and take pictures with the City's new fire truck. The meeting was later reconvened at 8:00 P.M.

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).

At 8:00 P.M., Mayor Foreman opened the public hearing and asked staff to summarize the subject matter.

Community Development Department Director Aubrey Harbin summarized that this item is about a 2.4-acre tract of land that has frontage on FM 518. The applicants are requesting to change the zoning from residential to commercial. She noted this request was in line with their Future Land Use Map and the required notices were sent out and published. The future development of the property will require a replat. Planning and Zoning forwarded a positive recommendation following their public hearing on May 14th.

At 8:01 P.M., Mayor Foreman closed the public hearing.

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).

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to approve Ordinance No. 2026-18, 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 Robert J. Griffon, Councilmember Randy Hale, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

ORDINANCE NO. 2026-18

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.

11. CITY MANAGER'S REPORT

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

City Manager Morad Kabiri recognized the scholarship recipients from the Waste Connection Scholarship, as follows:

- **Friendswood High School** – **Cory Weldon:** Exercise Science at the University of Mississippi
- **Clear Springs High School** – **Julissa Torres:** General Studies at San Jacinto College and then will transfer to a four-year university to study Architecture
- **Clear Brook High School** – **Olivia Espinoza:** Architecture at University of Houston

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

City Manager Morad Kabiri invited Police Chief Josh Rogers to recognize Detective Sills for being named Officer of the Year by the 50 Club of Galveston County.

Chief Rogers explained that they wanted to recognize Detective Sills for his work on a gold case that scammed elder victims both in Friendswood and nationally. He detailed that the investigation led to six individuals being arrested on state charges with $22 million in combined bonds. Detective Sills wrote

and served four search warrants across three counties, froze four state bank accounts, issued two tracking order warrants, $57,000 jury subpoenas were written and served, asset seizure in two different counties, and identified 6 victims with a total of nearly $3 million attempted stolen gold. All state charges are in a holding pattern while the FBI has since absorbed the case. Chief Rogers highlighted that Detective Sills was able to return $766,000 of stolen gold to one victim present in the audience and concluded by expressing immense pride in the Friendswood Police Department's personnel.

Detective Sills took a moment to say a few words and expressed his gratitude, attributing the success to Friendswood's police culture and support from city management. He presented Council with challenge coins as a token of appreciation for their trust and commitment. He lastly thanked his wife for her support during the investigation and dedicated the award to his father, a retired law enforcement veteran.

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

City Manager Morad Kabiri recognized Keep Friendswood Beautiful (KFB) Committee for receiving the 2026 Keep Texas Beautiful Governor's Community Achievement Award in the amount of $250,000 for a Texas Department of Transportation (TxDOT) roadway.

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

City Manager Morad Kabiri recognized 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.

City Manager Morad Kabiri recognized the Friendswood Police Department for being awarded a Firehouse Subs Public Safety Grant for $39,996 to purchase 33 LifePak AEDs.

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

City Manager Morad Kabiri announced the upcoming 4th of July celebration honoring America's 250th anniversary, themed "Party Like It's 1776." The grand parade down Friendswood Drive will start at 10:00 A.M. He explained that there will not be a day program this year, as it is being moved and combined with an evening program starting at 7:00 P.M. at Centennial Park with fireworks starting around 9:15 P.M.

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

City Manager Morad Kabiri recognized Court Juvenile Case Manager Brian Leija for being awarded the 2026 Texas Court Clerks Association (TCCA) Annual Scholarship. Out of 40 applicants, only five were selected across the state.

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.

City Manager Morad Kabiri recognized Court Juvenile Case Manager Brian Leija 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.

City Manager Morad Kabiri opened the item explaining that the Clear Creek Utility Bridge Project was funded by the Community Development Block Grant (CDBG). After receiving one single bid during two rounds bidding, the contract was awarded to Cracon. However, Cracon failed to complete the project in a timely fashion and to the expected quality. The city terminated their contract and executed the surety bond. Mr. Kabiri stated they are now finalizing negotiations with the surety company and asked Council for authorization for the City Manager to execute the agreement once negotiations are completed by the City Attorney.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to authorize 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, related to Item 12.A. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

B. Consider the election of the Mayor Pro Tem.

A motion was made by Mayor Foreman and seconded by Councilmember Griffon to approve the election of Councilmember Ross as the Mayor Pro Tem, related to Item 12.B. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

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.

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to approve Ordinance No. 2026-19, as submitted and related to Item 13.A. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

ORDINANCE NO. 2026-19

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.

14. CONSENT AGENDA

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to approve Consent Agenda Items 14.A. through 14.Z., with the exception of Item 14.E. that was pulled for discussion. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The Consent Agenda passed.

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

RESOLUTION NO. R2026-16

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.

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

RESOLUTION NO. R2026-17

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.

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.

Councilmember Ross mistakenly pulled the wrong item and had no comments for this item.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to authorize the Agreement for Specialized Professional Ambulance Billing Services with Emergicon, LLC, related to Item 14.E. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

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

With there being no further business, Mayor Foreman adjourned the June 1, 2026, City Council Regular Meeting at 8:23 P.M.

_____
Mike Foreman, Mayor

Attest:

_____
Raquel Martinez, TRMC, City Secretary