

City of Alvin, Texas

Paul Horn, Mayor

Martin Vela, Mayor Pro-tem, District A
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA **THURSDAY, DECEMBER 16, 2021** **7:00 P.M.** (Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or drobotts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, DECEMBER 16, 2021**, at 7:00 p.m. in the City Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

A. Alvin Volunteer Fire Department Departmental update.

4. PUBLIC COMMENT

5. CONSENT AGENDA

A. Consider approval of the December 2, 2021, City Council workshop meeting minutes.

B. Consider approval of the December 2, 2021, City Council meeting minutes.

C. Accept resignation from Senior Citizens Board member, Beverly Kimbrough.

D. Consider the purchase of one new ambulance, replacing Unit #754, and purchase one chassis for remount, replacing Unit #830, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in a total amount not to exceed \$355,046.

E. Consider an award of bid to Petroleum Traders, for the purchase of fuel for City vehicles and equipment for FY22, with the option to extend for one (1) year with the same terms and conditions; and authorize the City Manager to sign the Contract upon legal review.

6. OTHER BUSINESS

A. Consider Ordinance 21-X, granting consent to the creation of Brazoria County Municipal Utility District Number 89; containing various provisions related to the foregoing subject; and making certain findings related thereto.

- B. Consider Resolution 21-R-35, amending the second public hearing date for the annexation of 193.55 acres, more or less, parcel of land located along State Highway 288 and FM 1462, in Brazoria County, Texas, from Thursday, January 13, 2022, to Tuesday, January 11, 2022.
- C. Consider awarding a bid (RFP 21-01 Debris Monitoring, Recovery, and Other Related Services) to Tetra Tech, Inc., as the primary, and DebrisTech, LLC, as the secondary for debris monitoring services for response in an emergency event for a period of five (5) years, with an option to extend for one (1) additional five-year term; and authorize the City Manager to sign the Agreement upon legal review.
- D. Consider awarding a bid (RFP 21-02 Debris Removal Services) to CrowderGulf as the primary, and Ceres Environmental Services, Inc., as the secondary for debris removal services for response in an emergency event for a period of five (5) years, with an option to extend for one (1) additional five (5) year term; and authorize the City Manager to sign the Agreement, upon legal review.
- E. Consider Resolution 21-R-36, confirming and ratifying the appointment of the following members for a term of two (2) years to the Board of Directors for the City of Alvin Reinvestment Zone Number Two, and the Kendall Lakes TIRZ Redevelopment Authority Board for terms expiring December 31, 2021: Position #1 Lindsey Vaughn, Position #3 Alfred Froberg, Position #7 Ron Mercer, and Position #9 Ricky Kubeczka; and reappointing Ricky Kubeczka as the chair of the TIRZ and the Authority Board through December 31, 2022.
- F. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM CITY MANAGER

- A. Items of Community Interest and review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to the Texas Government Code:

- A. **Section 551.071(1) (A-B):** Consultation with City Attorney regarding pending or litigation or settlement: pending litigation update.

10. RECONVENE TO OPEN SESSION

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY, DECEMBER 13, 2021 at 4:00 P.M.**




Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**

Fire Department

City of Alvin – Departmental Update



James Guidry – LODD?



Served as Dedicated Firefighter
2012 - 2021

Fire/EMS Station #1



Alvin Volunteer Firefighters



1942

2021



2021 Recruit Academy Graduates

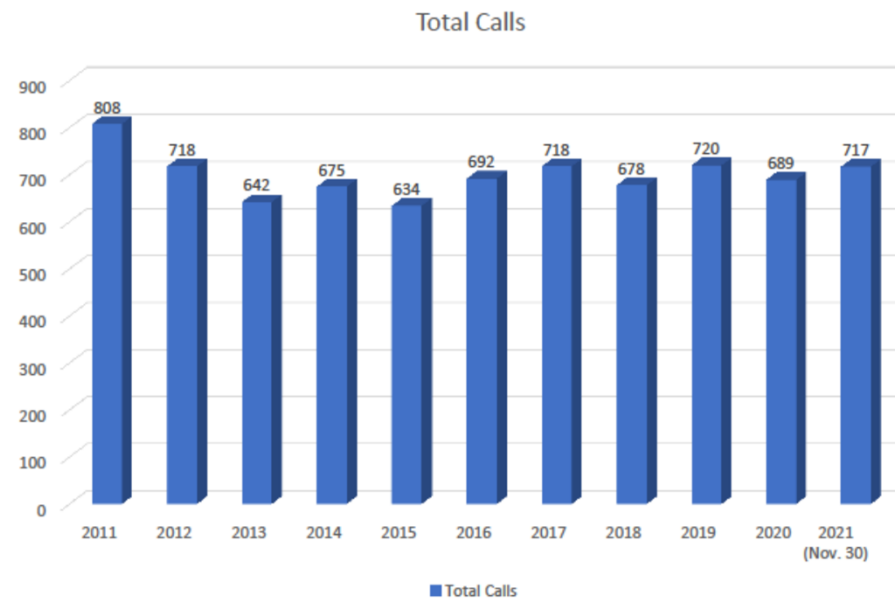
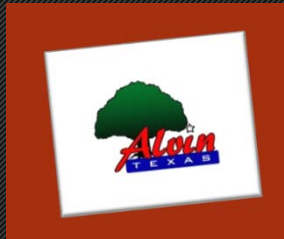


Retention

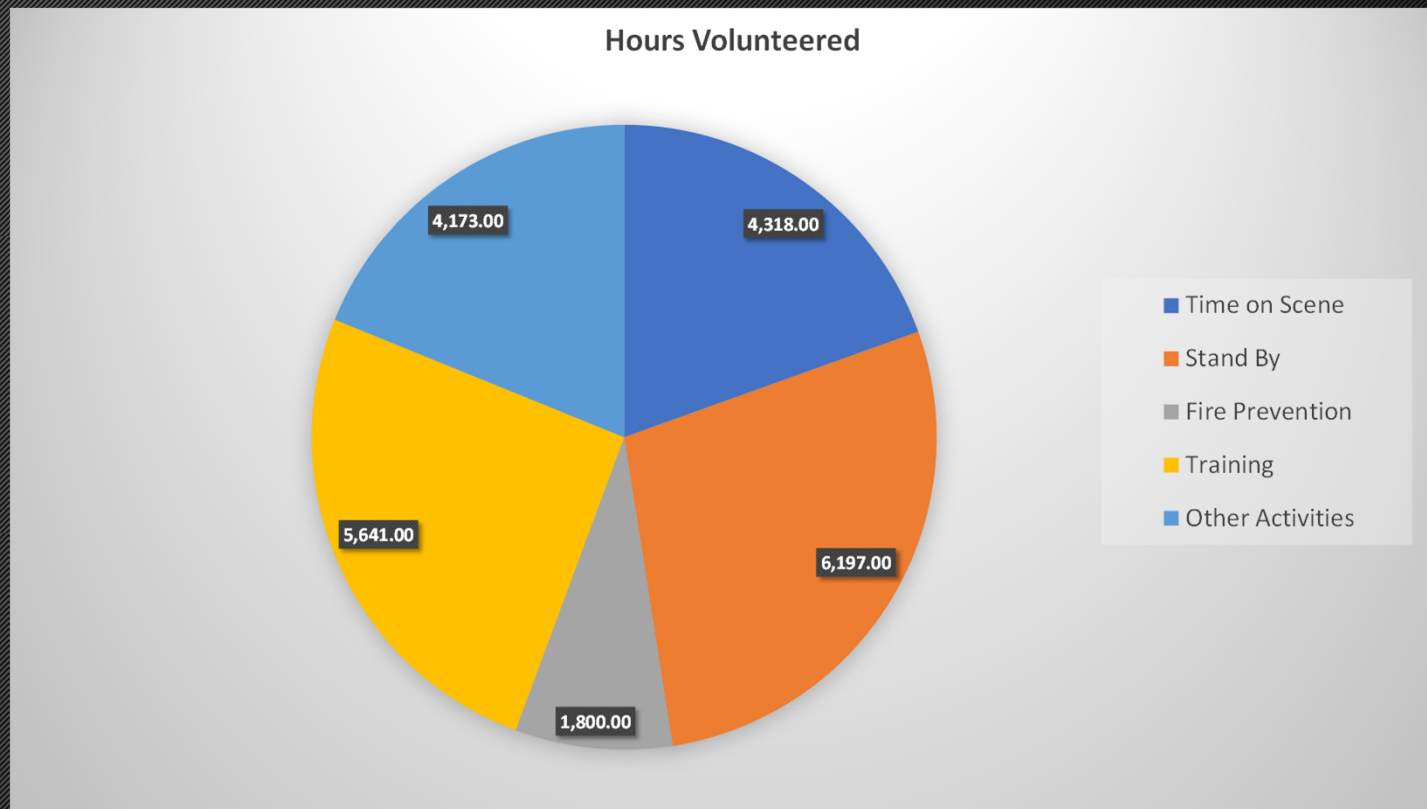


- 3 Members have served 41 – 53 years
 - 19 Members have served 20 – 40 years
 - 47 Members have served 1 – 19 years
 - 69 Volunteers
-
- 11 Currently enrolled in the 2022 Recruit Academy

Fire Department Total Calls to Service



2021 Hours Volunteered



New Tower 1



Pumper/Tanker currently in Production



**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, DECEMBER 2, 2021
6:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 6:00 P.M. with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Martin Vela, Councilmembers: Gabe Adame, Joel Castro, Richard Garivey, Keko Moore, and Glenn Starkey.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Brandon Moody, Director of Public Services; Michelle Segovia, City Engineer; Lisa Sullivan, Code Enforcement Supervisor, and Robert E. Lee, Police Chief.

WORKSHOP ITEMS:

Discuss the placement and storage of Recreational Vehicles in the City of Alvin.

Discussion was had by members city council and members of staff on whether a variance process should be put in place for the placement of recreational vehicles on private property.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6:50 p.m.

PASSED and APPROVED the 16th day of December 2021.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY DECEMBER 2, 2021
7:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Martin Vela; Councilmembers: Gabe Adame, Keko Moore, Joel Castro, Glenn Starkey, and Richard Garivey.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Michael Higgins, Director of Administrative Services; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Loretta Smith from First Christian Church gave the invocation. Council member Castro led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PUBLIC COMMENT

Eugene Bauer presented comment about tree-trimming over powerlines. He referred to the contract with TNMP and City of Alvin regarding this service.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the November 18, 2021, City Council Regular meeting minutes.

Consider an Agreement with E Contractors through the Choice Partners Cooperative Purchasing Network, to provide and install replacement exhaust fans at City Hall and the Alvin Senior Center, and the installation of new building automation temperature controls and related HVAC controllers at the Alin Senior Center and Alvin Police Department, in an amount not to exceed \$318,907.19; and authorize the City Manager to sign the Agreement upon legal review.

The following items were identified in the January 2018 Facility Condition Assessment and budgeted in Fiscal Year 2022:

Senior Center: Provide and install a new Building Automation System (\$72,811.44) which would allow for real time monitoring of HVAC equipment performance and temperature regulation. Currently no control system is in place other than individual thermostats. In addition, replacement of two (2) exhaust fans which have reached the end of usable life (\$11,480.02).

Police Department: Replace the existing pneumatic control system with a new Building Automation System (\$205,424.75). The current pneumatic controls are original to building construction and in need of replacement. A pneumatic control system uses compressed air signals from a controller to a device through copper or plastic tubing.
City Hall: Replace six (6) exhaust fans, which have reached their end of usable life (\$29,190.98).

Advantages of using Choice Partners Cooperative Purchasing Network:

- 1.) *Fast Track procurement process*
- 2.) *Lower procurement and administrative costs*
- 3.) *Fewer change orders and claims*
- 4.) *Competitively bid local pricing in lump sum proposal*
- 5.) *Ability to accomplish a substantial number of individual projects with competitively bid contract*
- 6.) *Oversight through Choice Partners which audits the accuracy of all job order contract proposals*

This project is a budgeted item funded through the General Projects Fund (Fund 311) in the FY 21-22 Budget.

Consider an Interlocal Agreement with Brazoria County for the Fiscal Year 2021-2022 Asphalt Improvement Project; and authorize the Mayor to sign upon legal review.

The proposed Interlocal Agreement between the City and the County provides the mechanisms for the County to provide the City of Alvin with equipment and personnel to assist in the construction, improvement, maintenance and/or repair of up to two miles of asphalt streets in various locations within the city limits of Alvin. The City of Alvin entered into this partnership with Brazoria County in 1991 and has continued to use the program since that time. This program provides for low-cost paving and rehabilitation of asphalt streets and has improved over 34 miles of asphalt streets since the start in 1991. Should City Council authorize this agreement, staff will make recommendations of streets to be serviced using the Asphalt Street Assessment. This agreement has already been approved and signed by the Brazoria County Judge, L.M. "Matt" Sebesta.

Consider a final plat of Blue Heron (located at 1517 W. Adoue), being 4.00 acres in the H.T. & B.R.R. Company Survey Section 14, A-449, City of Alvin, Brazoria County, Texas.

On November 1, 2021, the Engineering Department received the final plat of Blue Heron for review. The property is located at 1517 W. Adoue Street. This final plat consists of 11 single-family residential lots, 1 reserve, and 1 block, and complies with the City of Alvin's Subdivision Ordinance. The City Planning Commission unanimously approved the plat at their meeting on November 16, 2021. Staff recommended approval of the plat.

Consider a final plat of Shadow Pond Phase 2 (located on the northwest corner of the intersection of County Road 326 and County Road 160), being 125.33 acres located in the B.B.B. & C.R.R. Company Survey, A-161 R.L. Weir Survey, A-391 H.T. & B.R.R. Company Survey Section 11, A-224, Brazoria County, Texas.

On November 1, 2021, the Engineering Department received the Final Plat of Shadow Pond Phase 2 for review. This subdivision is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) and is located on the northwest corner of the intersection of County Road 326 and County Road 160. This final plat consists of 66 lots, 7 reserves, and 4 blocks. This plat complies with all requirements of the City's Subdivision Ordinance. The City Planning Commission unanimously approved the plat at their meeting on November 16, 2021. Staff recommended approval.

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Castro; motion carried with all members present voting Aye.

OTHER BUSINESS

Consider a variance request for the property owners at 1473 Barras Street to encroach 16 feet 4 inches into the 25-foot street side building setback for the construction of a swimming pool.

On November 1, 2021, the Engineering Department received a variance request from the property owners of 1473 Barras Street, to be permitted to encroach 16 feet 4 inches into the 25-foot street side building setback for the construction of a swimming pool. The Homeowners are proposing to construct an in-ground swimming pool along the west side of their home located at 1473 Barras Street, for reasons outlined in the attached request letter. The home is on a corner lot in Forest Heights Section 3 which requires a 25-foot street side setback in accordance with the recorded plat. The swimming pool as proposed on the attached site plan, will encroach 16 feet 4 inches into the 25' side building setback, however it will still be within the existing wood fence and approximately 30 feet from the nearest edge of the side street (Luke Street) pavement. The City Planning Commission unanimously approved the variance request at their meeting on November 16, 2021. Staff recommended approval.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Castro moved to approve the variance request for the property owners at 1473 Barras Street to encroach 16 feet 4 inches into the 25-foot street side building setback for the construction of a swimming pool. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 21-S; authorizing the defeasement and redemption of the General Obligation Refunding Bonds, Series 2011, in an amount not to exceed \$475,000 and to take all actions that are reasonably necessary to provide for the defeasance and redemption of the Redeemed Bonds, including, without limitation, paying any fees or expenses required in connection with the defeasance and redemption of the Redeemed Bonds; and containing other provisions relating thereto.

The City of Alvin issued qualified tax-exempt bonds in April 2011 in the amount of \$9,110,000, dated May 15, 2011. The GO Refunding Bonds, Series 2011, were initially issued at an interest rate of 4%, and were used initially to pay off \$8,280,000 in Serial Bonds and \$830,000 in Term Bonds. The GO Refunding Bonds, Series 2011, were allocated to the General fund (46.04%), the Utility Fund (50.5%), the Sanitation Fund (2.06%), and the Hotel/Motel Tax Fund (1.4%).

The current balance of the GO Refunding Bonds Series 2011 is \$460,000. These Bonds are eligible to be redeemed (i.e. paid off partially or in whole) after December 1, 2019. The final maturity date is December 1, 2028. By redeeming the remaining principal balance of \$460,000, the City will save approximately \$70,000 in future interest payments (less any accrued interest). The City will use excess reserves in the General Fund and Utility Fund to pay off the balance of the debt.

This agenda item will allow the City's bond counsel, Bracewell LLP, and financial advisor, USCA Municipal Advisors, LLC, to assist the City in effectuating the intent of the attached ordinance and begin the notification process to the bondholders of the early redemption process. We anticipate this redemption process to be completed within 45-60 days. Staff recommended approval of Ordinance 21-S, authorizing the defeasement of the General Obligation Refunding Bonds, Series 2011.

Michael Higgins, Chief Financial Officer, presented this item before City Council with explanation. Mr. Higgins asked that the figure of \$465,000 should be \$475,000.

Council member Starkey moved to approve Ordinance 21-S; authorizing the defeasement and redemption of the General Obligation Refunding Bonds, Series 2011, in an amount not to exceed \$475,000 and to take all actions that are reasonably necessary to provide for the defeasance and redemption of the Redeemed Bonds, including, without limitation, paying any fees or expenses required in connection with the defeasance and redemption of the Redeemed Bonds; and containing other provisions relating thereto. Seconded by Council member Adame; motion carried with all members present voting Aye.

Consider Ordinance 21-T, granting consent to the creation of Brazoria County Management District (MD) No. 2; containing various provisions related to the foregoing subject; and making certain findings related thereto.

On or about October 28, 2021, the Cardon Group, LLC, the Property Manager for owners of real property located in Brazoria County petitioned the City for consent to the creation of Brazoria County Municipal Utility District (MUD) No. 80 to serve approximately 203.87 acres of land in Brazoria County, Texas, which is in the extraterritorial jurisdiction of the City of Alvin. This property is located on State Highway 288 and FM 1462. The District was created and organized by an Act of the 87th Texas Legislature on September 1, 2021, under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, Article III, Section 52 of the Constitution of Texas, and pursuant to Chapters 49 and 54 of the Texas Water Code.

A management district is a special purpose district created by the Texas Legislature that is empowered to promote, develop, encourage, and maintain employment, commerce, transportation, housing, tourism, recreation, arts, entertainment, economic development safety and public welfare in a defined area. Generally, MDs may finance services and improvements through the levy of assessments on commercial property or ad valorem taxes.

Eligible improvements in a Management District in comparison to MUDs and TIRZs are as follows:

Management District	Municipal Utility District	Tax Improvement Reinvestment Zone
Landscaping & Fountains	Water	Paving
Distinctive Lighting	Sewer	Water, Sewer, Drainage
Signs	Drainage/detention	Property Acquisition
Sidewalks & Streets		Environmental
Pedestrian Malls & Arts		Public Buildings
Off-Street Parking		Land Acquisition
Transit Facilities		Public Beautification
Water, Sewer, Drainage		Parks/Recreation
Parks/Recreation		Financing Costs
Promotion & Advertising		
Public Safety & Security		

The general nature of the work proposed to be done by the District shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

- (1) provide a water supply for municipal uses, domestic uses and commercial purposes;*
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;*
- (3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operational expenses during construction and interest during construction;*
- (4) establish, finance, provide, operate and maintain a fire department and/or fire- fighting services ("firefighting facilities") within the District subject to approval of the Texas Commission on Environmental Quality pursuant to its rules and Chapter 49 of the Texas Water Code, if required;*
- (5) exercise road powers and authority pursuant to applicable law and the District's Enabling Act;*
- (6) promote, develop, encourage and maintain employment, commerce, economic development, safety, and the public welfare in the area within the District;*
- (7) secure expanded and improved public transportation and parking and pedestrian facilities and systems to benefit land and property within the District;*
- (8) finance, develop and maintain recreational facilities for the people of the District, as allowed by applicable law and the District's Enabling Act; and*
- (9) to provide such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law.*

The District will be created to serve a public use and benefit. The creation of the District is essential to further the public purposes of development and diversification of the economy of the state, the elimination of unemployment and underemployment, and the development or expansion of transportation and commerce, and is in the public interest.

The landowner proposes to develop this land for residential and commercial uses and claims that there is not now available within the area an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. Therefore, a public necessity exists for the creation of the District to provide for such systems to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community. This Ordinance grants the City's consent to the creation of the Management District. Staff recommended approval of Ordinance 21-T.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation.

Council member Adame moved to approve Ordinance 21-T, granting consent to the creation of Brazoria County Management District No. 2, containing various provisions related to the foregoing subject; and making certain findings related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider Ordinance 21-U, granting consent to the creation of Brazoria County Water Control and Improvement District (WCID) No. 10; containing various provisions related to the foregoing subject; and making certain findings related thereto.

On or about October 28, 2021, the Cardon Group, LLC, the Property Manager for owners of real property located in Brazoria County petitioned the City for consent to the creation of Brazoria County Water Control and Improvement District No. 10 to serve approximately 756.178 acres of land in Brazoria County, Texas, which is in the extraterritorial jurisdiction of the City of Alvin. This property is located on State Highway 288 and FM 1462. The District was created and organized by an Act of the 87th Texas Legislature on September 1, 2021, under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, Article III, Section 52 of the Constitution of Texas, and pursuant to Chapters 49 and 54 of the Texas Water Code.

A Water Control and Improvement District is a special purpose district created by the Texas Legislature that provides water, wastewater, and drainage to a specific area. Generally, WCIDs may finance services and improvements through the levy of assessments on commercial property or ad valorem taxes. The purposes of and the general nature of the work proposed to be done by the District shall be the purchase, construction, acquisition, ownership, operation, maintenance, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- 1. collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;*
- 2. gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operational expenses during construction and interest during construction;*
- 3. exercise road powers and authority ("Road Powers") pursuant to applicable law;*
- 4. finance, develop and maintain recreational facilities for the people of the District pursuant to applicable law; and*
- 5. provide such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is created and permitted under state law.*

The District will be created to serve a public use and benefit. The creation of the District is essential to further the public purposes of development and diversification of the economy of the state, the elimination of unemployment and underemployment, and the development or expansion of transportation and commerce, and is in the public interest.

The landowner proposes to develop this land for residential and commercial uses and claims that there is not now available within the area an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. Therefore, a public necessity exists for the creation of the District to provide for such systems to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

This Ordinance grants the City's consent to the creation of the Water Control and Improvement District No. 10. Staff recommended approval of Ordinance 21-U.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation.

Council member Adame moved to approve Ordinance 21-U, granting consent to the creation of Brazoria County Water Control and Improvement District No. 10, containing various provisions related to the foregoing subject; and making certain findings related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider Resolution 21-R-33, accepting the petition for annexation of 193.55 acres, more or less, parcel of land located on State Highway 288 and FM 1462, in Brazoria County, Texas; setting an annexation schedule; that includes public hearings on January 6, 2022, and January 13, 2022; providing for open meetings and other related matters.

On or about October 28, 2021, the Cardon Group, LLC, the Property Manager for the Owners of real property located in Brazoria County, Texas, petitioned the City of Alvin, Texas for voluntary annexation of approximately 193.55 acres of land. The land being petitioned for annexation is contiguous and adjacent to the corporate limits of the city along State Highway 288 and FM 1462.

State annexation law requires that the governing body hold two (2) public hearings allowing for public comment before the annexation ordinance is considered for final adoption. The first of which will be January 6, 2022. There must be a specified number of days between the public hearings and the final adoption of the annexation ordinance. As a result, a special meeting will be called for Thursday, January 13, 2022, for the second public hearing. Staff recommended approval of Resolution 21-R-33.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation.

Council member Castro moved to approve Resolution 21-R-33, accepting the Petition for Annexation of 193.55 acres, more or less, parcel of land located along State Highway 288 and FM 1462 in Brazoria County, Texas; setting an annexation schedule; that includes public hearings on January 6, 2022, and January 13, 2022; providing for open meetings and other related matters. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 21-W, granting consent to the addition of approximately 203.87 acres of land located in Brazoria County, Texas, into Brazoria County Water Control and Improvement District No. 10; making findings of fact; providing a severability clause; and providing an effective date.

On or about October 28, 2021, the Cardon Group, LLC, the Property Manager for the Owners of real property located in Brazoria County, Texas, petitioned the City of Alvin, Texas for voluntary annexation of approximately 203.87 acres of land to be added to the Water Control and Improvement District No. 10 (WCID 10). The land being petitioned for annexation is contiguous and adjacent to the corporate limits of the city along State Highway 288 and FM 1462.

Council will contemporaneously create WCID 10 in Ordinance 21-O. The District was created and organized by an Act of the 87th Texas Legislature on September 1, 2021, under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, Article III, Section 52 of the Constitution of Texas, and pursuant to Chapters 49 and 54 of the Texas Water Code. Staff recommended approval of Ordinance 21-W.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation.

Council member Moore moved to approve Ordinance 21-W, granting consent to the addition of approximately 203.87 acres of land located in Brazoria County, Texas, into Brazoria County Water Control and Improvement District No. 10; making findings of fact; providing a severability clause; and providing an effective date. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider Ordinance 21-V, amending Chapter 25 – Water And Sewers, of the City of Alvin Code of Ordinances, by adding Article X., “Sanitary Control Easement”; establishing rules and regulations regarding sanitation and pollution control of the areas in proximity to the city’s public water supply wells; providing for a penalty; providing for severability; providing for an effective date; and providing for other related matters.

Currently, the City of Alvin owns and operates five (5) public water wells. The location of these wells are: 1080 Snyder (Well 3); 300 South Durant (Well 4); 1050 Heights Road (Well 6); 1060 Heights Road (Well 7); and 380 West Willis (Well 8).

Because the City does not have easements specifically related to water wells, a developer or landowner could potentially construct a fixture within close proximity of present and/or future wells which could jeopardize the City's ability to protect and service the City's water supply.

The Texas Commission of Environmental Quality (TCEQ) requires that if the City does not own all of the property within a 150-foot radius for a given public water well in its system, Title of 30 Texas Administrative Code (30 TAC) requires that the City attempt to acquire a 150-foot sanitary control easement from the adjacent land-owners or adopt an ordinance in lieu of obtaining sanitary control easements to regulate some types of future site or the future installation or construction of certain site improvements within 150 feet of City wells.

As a result, staff recommends adding a provision to our Water & Sewer Ordinance that would protect and promote sanitary conditions in and around such water wells, to secure all such land from pollution hazards, and to enable the City to comply with all applicable state and local regulations.

Currently, there are no known or suspected potential pollution hazards that exists within 150 feet of the City's water wells; and as a result, adopting this ordinance will not result in any violations from current surrounding landowners.

Brandon Moody, Director of Public Services, presented this item before City Council with explanation.

Council member Starkey moved to approve Ordinance 21-V, amending Chapter 25 – Water And Sewers, of the City of Alvin Code of Ordinances, by adding Article X., “Sanitary Control Easement”; establishing rules and regulations regarding sanitation and pollution control of the areas in proximity to the city's public water supply wells; providing for a penalty; providing for severability; providing for an effective date; and providing for other related matters. Seconded by Council member Vela; motion carried by all members present voting Aye.

Consider Resolution 21-R-34, ratifying the City Manager's reappointment of Clenon J. Mitchell, Jr. to the City of Alvin Civil Service Commission Place One (1), for a three (3) year term, to expire December 31, 2024; and setting forth other provisions related there to.

Civil Service for the police officers was voted in by the citizens of Alvin on November 3, 2020.

Chapter 143 of the Texas Local Government Code establishes the legislation and requirements for Civil Service under which our police operate. Section 143.006 establishes the requirement for a Civil Service Commission, consisting of three members appointed by the municipality's chief executive officer, and confirmed by the governing body of the municipality. The Commission's duties are also established by Chapter 143. Unlike other City boards and commissions, the Civil Service Commission is not an advisory body and makes no policy recommendations to the City Council. The Commission has the responsibility to adopt, publish, and enforce Chapter 143 rules pertaining to:

- 1. Examinations for entry level and promotional eligibility;*
- 2. Procedures for appointment and certification;*
- 3. Proper conduct of appeals of testing and examination scoring;*
- 4. Prescribed cause(s) for the removal or suspension of a civil service employee;*
- 5. Procedures for hearing of appeals concerning indefinite suspensions, suspensions, promotional bypasses or recommended involuntary demotions; and*
- 6. And other such matters reasonably related to the selection, promotion, and discipline of civil service employees, which includes only sworn police personnel.*

Per Section 143.006, the Commission members serve staggered three-year terms with the term of one member expiring each year.

Persons appointed to the Commission must be:

- of good moral character;*
- be a United States Citizen;*
- be a resident of the municipality and have resided in the municipality for more than three (3) years;*

- be over the age of 25 years; and
- not have held public office within the preceding three (3) years.

After conferring with Chief Robert Lee, it is my desire to reappoint Mr. Clenon J. Mitchell, Jr. to serve a three (3) year term to expire December 31, 2024. Being that this is a reappointment, Mr. Mitchell is familiar with Civil Service and the responsibilities of the Commission.

Clenon J. Mitchell Jr.

- 11-year resident of Alvin
- Naval Science Instructor – Glenda Dawson High School
- NJROTC
- Graduate of Pearland Citizen Police Academy
- Recipient of 4 Navy and Marine Corps Commendation Medals
- Recipient of 3 Navy and Marine Corps Achievement Medals
- B.S from National University
- M.A. from Webster University

Junru Roland, City Manager, presented this item before City Council with explanation.

Council member Adame moved to approve Resolution 21-R-34, ratifying the City Manager's reappointment of Clenon J. Mitchell, Jr to the City of Alvin Civil Service Commission Place One (1), for a three (3) year term, to expire December 31, 2024; and setting forth other provisions related there to. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider various appointments to boards and commissions.

Various citizen members who currently serve on various boards, committees and commissions will expire on December 31, 2021.

All board or commission members with expiring terms were mailed notification letters along with a Consent and Willingness to Serve form. Volunteer recruitment ads were published in the Alvin Sun, and notifications were pushed out via the City's social media networks. Members appointed during this process will begin service in January 2022. All residency requirements have been verified.

Staff suggests that Council have a time of discussion to decipher which appointments should be made to specific boards/commissions. Once a consensus is agreed upon motions can be made for appointments for each board/commission. Chapter 2, Article II, Section 2-24 of the Code of Ordinances states that written ballots are not to be used for the appointment of members to boards and commissions.

PLANNING COMMISSION: City Charter calls for 5-11 members, resident, 3-year terms.

- Board currently comprised of 7 members (including termed member)
 - Termed member: Chris Hartman (Mr. Hartman does not wish to re-serve).
- Current Applicants: Dale Jones
- Council can leave the board at 6 members making no new appointments or appoint someone to fill Mr. Hartman's place and keep the board at 7 members.

PARKS AND RECREATION BOARD: City Charter calls for 7-9 members, 2-year terms, resident, qualified voter.

- Board currently comprised of 8 members (including termed members)
- Termed members: Janice Burnett, Milton Morgan, Dwight Rhodes, and Jamie Van Horne
- Current Applicants: Stacy Binford, Milton Morgan (re-applying), and Randall Race
- Council will need to make at least 3 appointments to the Parks Board to meet the required 7 members.

SENIOR CITIZENS BOARD: Ordinance calls for 7 members, 2-year terms.

- Board currently comprised of 7 members (including termed members)
- Termed members: Jancy Altus, Darrell Brady, and Roger Stuksa
- Current Applicants: Jancy Altus (re-applying), Stacy Binford, Roger Stuksa (re-applying)

- *City Council will need to make 3 appointments to the Senior Citizens Board to meet the required 7 members.*

BUILDING BOARD OF ADJUSTMENTS AND APPEALS: *Ordinance calls for 5 members, 2-year terms.*

- *Board currently comprised of 5 members (including termed members).*
- *Termed members: Betsy Grubbs, James Thompson (re-applying),*
- *Current Applicants: James Thompson (re-applying)*
- *City Council will need to make 3 appointments to the BBOAA to meet the required 5 members.*

Council member Adame moved to appoint Dale Jones and John Burkey to both serve a 3-year term on the Planning Commission; Stacy Binford, Dwight Rhodes, Milton Morgan, and Jamie Van Horne to serve 2-year terms on the Parks and Recreation Board; Jancy Altus, Randall Race and Roger Stuksa to serve 2-year terms on the Senior Citizens Board; and James Thompson and Betsy Grubbs to serve 2-year terms on the Building Board of Adjustments and Appeals. Seconded by Council member Starkey; motion carried by all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

There were no items presented.

REPORTS FROM CITY MANAGER

Items of Community Interest and review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the December 16, 2021, City Council Meeting

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Council member Garivey discussed the new Veterans Mural on Gordon Street.

Council member Castro welcomed back Councilman Martin Vela and asked to keep Council member Vaughn's father in our prayers.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:39 p.m.

PASSED and APPROVED the 16th day of December 2021.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 12/16/2021

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Accept resignation from Senior Citizens Board member, Beverly Kimbrough.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: Beverly Kimbrough submitted her resignation from the Senior Citizens Board for her term ending on December 31, 2022. This agenda item is the formal acceptance of her resignation.

With the resignation of Ms. Kimbrough, there will be six (6) members on this board. Chapter 2 of the Alvin Code of Ordinances states that the Board shall be comprised of seven (7) members. City Council will consider an appointment to fill this vacancy at a future date.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** _____

Supporting documents attached:

- Resignation Letter

Recommendation: Move to accept the resignation from Senior Citizens Board member, Beverly Kimbrough.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

**BEVERLY KIMBROUGH
1022 BOOTH LANE
ALVIN, TX 77511
281-331-1653**

December 1, 2021

To Whom It May Concern,

After a long tenure of serving on the Alvin Senior Citizens Board, I must resign immediately to take care of my health. I have thoroughly enjoyed my time on the Board and will remain an active participant of the senior center and instructor for my Painting Class.

**Sincerest Regards,
Beverly Kimbrough**



AGENDA COMMENTARY

Meeting Date: 12/16/2021

Department: E.M.S.

Contact: Ron Schmitz, EMS Director

Agenda Item: Consider the purchase of one new ambulance, replacing Unit #754, and purchase one chassis for remount, replacing Unit #830, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in a total amount not to exceed \$355,046.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☒Other

Summary: Ambulance Unit#754 is a 2011 Ford Van with 87,000 miles that was originally purchased for non-emergency transports. It currently serves as a reserve ambulance due to its limited space and capability. Our intent is to replace it with a new full size modular ambulance.

Ambulance Unit#830 is a 2015 Ford F350 chassis with 243,000 miles. It is a modular unit which allows us to "remount" the current box onto a new chassis. This remount process provides for updates and refurbishing of our existing box and mounting on to a new chassis at much lower cost than an entire new Unit.

Both vehicles are budgeted in the vehicle replacement as approved in the FY21-22 budget. The budgeted amount for #754 is \$185,805 and #830 is \$178,408 for a total budget of \$364,213. Build times for the ambulances are approximately 8 to 10 months.

Unit#754 – New Box/Chassis	\$201,155.00
Unit#830 – Remount Box/New Chassis	\$153,891.00
Grand Total	\$355,046.00

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: 612-8002-00-4150 **Amount:** _____ **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 11/29/2021 SLH

Supporting documents attached:

- HGAC Frazer Quotes

Recommendation: Move to approve the purchase of one new ambulance, replacing Unit #754, and purchase one chassis for remount, replacing Unit #830, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in a total amount not to exceed \$355,046.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒
Reviewed by City Manager ☒

Customer Quote



11/29/2021 11:44:57 AM

Estimate No: Q2299-0001
Quote Date: 11/17/2021
Expiration Date: 1/30/2022
Salesperson: PB

Invoice To: 10034
City of Alvin EMS
City of Alvin
1100 West Hwy 6
Alvin TX 77511
US

Deliver To:
City of Alvin EMS
City of Alvin
1100 West Hwy 6
Alvin TX 77511
US

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1	MODULE	Type I 12' 4" Module	1.00000000	EA	152,327.00000	152,327.00	USD
2	CHASSIS	2022 /23 Ram 4500 Gas 4X2 Reg Cab	1.00000000	EA	47,645.00000	47,645.00	USD
3	DELIVERY	Customer Pick Up - FOB Frazer	0.00000000	M	2.75000	0.00	USD
7	HGAC-NEW	HGAC Fee for a New Unit	1.00000000	EA	1,000.00000	1,000.00	USD
8	14109	Regulator-Oxygen, Preset 50 PSI, 90 deg	1.00000000	EA	183.00000	183.00	USD
9	SpecDoc	Configurable item to create the SpecDoc	1.00000000	EA	0.00000	0.00	USD

Sale Amount: 201,155.00
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00

Misc Charges: 0.00
Total Amount: 201,155.00

Customer Quote



11/29/2021 11:44:57 AM

Estimate No: Q2299-0001
Quote Date: 11/17/2021
Expiration Date: 1/30/2022

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount
		Net 30				



Defining the future of Mobile Healthcare.™

For your convenience, all pricing has been itemized below per quote Q2299-0001 for City of Alvin EMS

Base Module	\$ 103,252.00
Chassis Exterior	\$ 13,925.00
Module Exterior	\$ 21,925.00
Chassis Interior	\$ 4,325.00
Module Interior	\$ 8,900.00
Total \$	152,327.00

Items included in above totals:

1. Type I 12' 4" taller Module	\$ incl
2. This is a CAAS Unit	\$ incl

Chassis Exterior:

3. Chassis : 2022 RAM 4500, Gas, 4x2, Regular Cab, 84" Cab to Axle, Dodge White (PW7)	\$ incl
4. Suspension: LiquidSpring	\$ 11,550.00
5. Wheel type: Stainless steel covers	\$ incl
6. Road Force Elite tire and wheel balancing	\$ incl
7. Chassis Steps: ArcRite with Sure Grip	\$ 1,050.00
8. Grille Guard: Grille Guard with Wraparounds	\$ incl
9. Siren Amplifier: Howler	\$ 1,325.00
10. Passenger's side Grille Light: Whelen M4 Red Light	\$ incl
11. Driver's side Grille Light: Whelen M4 Red Light	\$ incl
12. Passenger's side Intersect Light: Whelen M4 Red Light	\$ incl
13. Driver's side Intersect Light: Whelen M4 Red Light	\$ incl
Chassis Exterior Subtotal \$	13,925.00

Module Exterior:

14. Power Source: Onan 5.5kW Generator	\$ 10,000.00
15. Module Paint Layout: White - Frazer White (Frazer White)	\$ incl
16. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Red - Translucent Overlay	\$ 1,575.00
17. Frazer Provided Graphics	\$ 2,550.00
18. Body Drop on the Passenger's Side Forward of Rear Wheels	\$ incl
19. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	\$ 225.00
20. Shore Power: Single 30 Amp on Front Wall	\$ incl
21. Pigtail/Plug Option: Pigtail	\$ incl



Defining the future of Mobile Healthcare.™

22. Install Ignition Kill Switch	\$	275.00
23. Coax 1: Run coax from location 1 to Chassis terminated to MOTOROLA 05	\$	incl
24. Coax 2: Run coax from location 2 to Chassis	\$	incl
25. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
26. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
27. UNOC #??? - Install customer provided radio equipment:	\$	300.00
- 800 Mhz self-contained radio in console slot 4 (wired battery hot)		
- Mic on the D/S of slot 1		
- Speaker on the front of the console		
- Antenna on the module roof		
28. Front Wall Light Layout: W Pattern Lights	\$	incl
29. Front Wall Light #1: Whelen M6 Blue Light	\$	incl
30. Front Wall Light #2: Whelen M6 Red Light	\$	incl
31. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
32. Front Wall Light #4: Whelen M6 Red Light	\$	incl
33. Front Wall Light #5: Whelen M6 Blue Light	\$	incl
34. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
35. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
36. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
37. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
38. Driver Wheel Well Light: Whelen M6 Red Light	\$	incl
39. Scene Light Option: Spectra SPA900	\$	incl
40. O2 Compartment Style: Laydown O2 with Adjustable Shelf	\$	incl
41. O2 Rollers for an H Cylinder	\$	incl
42. O2 Cylinder Changing Wrench	\$	75.00
43. Electrical Compartment Style: Standard Electrical Compartment	\$	incl
44. Lower Storage Style: Standard Lower Storage	\$	incl
45. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	\$	incl
46. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
47. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	\$	500.00
48. UNOC #1752 - Furnish and install stand-up O2 compartment with ZICO O2 bottle lift for H cylinder, wired to disable LiquidSpring dump feature when compartment door is open; install switch on door panel; long lower storage compartment to be shortened and O2 compartment will be taller (up to shelf level on inside) with fixed/removable	\$	4,500.00



Defining the future of Mobile Healthcare.™

shelf above bottle lift; add a cutout (8x8) and hinged lexan door on stainless to access regulator

49. Module Window Option: Sliding Window	\$	incl
50. Upper Rear Wall Light Layout: 3 Across	\$	incl
51. Upper Light #1: Whelen M6 Amber Light	\$	incl
52. Upper Light #2: Whelen M6 Load Light	\$	incl
53. Upper Light #3: Whelen M6 Amber Light	\$	incl
54. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
55. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
56. Lower Light #3: Whelen M6 Red Light	\$	incl
57. Lower Light #4: Whelen M6 Red Light	\$	incl
58. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
59. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
60. Rear Backboard: 5" Compartment Shelf	\$	225.00
61. Lower BTTs: 2 Grote Lights on each side	\$	incl
62. Rear Bumper	\$	incl
63. Door Grabbers	\$	incl
64. License Plate Light	\$	incl
65. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
66. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
67. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
68. Passenger Scene Light Activated with Side Entry Door	\$	300.00
69. Interior Step Option: Double Step Well	\$	incl
70. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
71. Door Locks on Entry Doors and Front I/O	\$	1,400.00
Module Exterior Subtotal		\$ 21,925.00

Chassis Interior:

72. Siren Speakers: Whelen SA 315 Speakers	\$	incl
73. Tap-2 on Primary Siren	\$	incl
74. Siren Option: Whelen C9 Siren in Console	\$	incl
75. Mic 1 on passenger's side slot 1	\$	incl
76. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
77. Slot 1: Double Slot Switch Panel	\$	incl



Defining the future of Mobile Healthcare.™

78. Slot 2: Joined with 1	\$	incl
79. Slot 3: Siren 1	\$	incl
80. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
81. Slot 5: Double Blank Insert	\$	175.00
82. Slot 6: Joined with 5	\$	incl
83. Kussmaul USB at Console	\$	225.00
84. Console Switch Layout : Primary - Secondary - Howler - Blank - Blank - Blank - Kussmaul USB - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Start/Stop Genset -	\$	incl
85. New Armrest	\$	225.00
86. Console Layout: 6-Slot Console	\$	incl
87. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	175.00
88. Chassis Rear Wall: 3 High Glove Box Holder	\$	225.00
89. Tremco Anti-Theft System	\$	500.00
90. UNOC-???- Furnish and install safety vision camera system. -1 HVR recorder in electrical compartment. -7" monitor on windshield standard location. - Forward facing camera (drive cam) -Driver facing camerqa. -Badk up camera standard rear location. - Patient camera rear standard locatio0n in mod.	\$	2,800.00
Chassis Interior Subtotal		\$ 4,325.00
Module Interior:		
91. Protek Cushions	\$	incl
92. Red Interior	\$	incl
93. Stainless Steel Countertops	\$	incl
94. Front I/O with Lexan Doors	\$	incl
95. 3 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	\$	325.00
96. Quad Outlet in the Front I/O	\$	incl
97. Quad Outlet on the Front Wall	\$	incl
98. Quad Outlet in the Front Corner Area	\$	175.00
99. Customer Provided Medixsafe	\$	475.00
100. Netting at the Front Corner Area	\$	incl
101. Location 1: 4 Switch w/Thermostat	\$	incl
102. Location 2: Double O2 Outlet	\$	incl



Defining the future of Mobile Healthcare.™

103. Location 3: Dual USB receptacles	\$	225.00
104. Location 4: Blank	\$	incl
105. Location 6: Suction	\$	incl
106. Location 7: Quad 120 VAC	\$	incl
107. Location 8: Blank	\$	incl
108. Location 9: Blank	\$	incl
109. Door Lock Switch at Action Wall	\$	125.00
110. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Unlock/Lock;	\$	incl
111. Sharps Container at Action Wall	\$	incl
112. Acrylic Holder at the Action Wall Cabinet	\$	incl
113. New 6pt Harness at the CPR Seat	\$	525.00
114. Cabinet Aft CPR Seat	\$	950.00
115. Genset Start/Stop Switch at Rear Doors	\$	incl
116. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	\$	incl
117. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
118. Harness Type for Seat Position 1: New 6pt Harness	\$	525.00
119. Harness Type for Seat Position 3: New 6pt Harness	\$	525.00
120. Acrylic Holder and Sharps at Squad Bench	\$	825.00
121. Double Squad Bench Cabinet	\$	650.00
122. New Glove Box & Handrail at the Head of the Squad Bench	\$	275.00
123. Trashcan With Lid at the Head of the Squad Bench	\$	incl
124. O2 Outlet at the Squad Bench Wall	\$	incl
125. O2 Outlet in Ceiling Raceway	\$	325.00
126. IV Hanger on Ceiling Raceway	\$	incl
127. Overhead Grabrails on Both Sides	\$	225.00
128. IV Hanger on Squad Bench Ceiling	\$	incl
129. Stryker cot tower only (no antler and bar)	\$	incl
130. Floor Options: Customer Provided Stryker Power-LOAD	\$	1,750.00
131. Loncoin II Onyx Floor	\$	incl
132. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	750.00
133. Customer Provided Items Processing Fee	\$	250.00
Module Interior Subtotal		\$ 8,900.00



Defining the future of Mobile Healthcare.™

134. Temporary Supply Chain Surcharge \$ 3,352.00

All new Frazer EMS Vehicles come standard with the following features:

- 120V generator-powered electrical system independent of the chassis electrical
- 120V self-contained module heater & proprietary best-in-class air conditioner
- Easily accessible electrical compartment located on exterior of vehicle
- All aluminum module construction - No wood products!
- Shear-plate method of attachment securing the module to the chassis
- All aluminum powder-coated 12" deep interior cabinetry
- Seamless cushions
- All LED emergency warning and scene lighting
- All LED interior ceiling lights
- 120VAC outlets conveniently located throughout unit
- Three oxygen outlets
- Action area with hinged service access panel to back of oxygen outlets and switches



Defining the future of Mobile Healthcare.™

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.



Defining the future of Mobile Healthcare.™

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____



Defining the future of Mobile Healthcare.™

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier,



Defining the future of Mobile Healthcare.™

Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

Customer Quote



11/29/2021 11:50:24 AM

Estimate No: Q2673-0001
Quote Date: 11/15/2021
Expiration Date: 1/30/2022
Salesperson: PB

Invoice To: 10034
City of Alvin EMS
City of Alvin
1100 West Hwy 6
Alvin TX 77511
US

Deliver To:
City of Alvin EMS
City of Alvin
1100 West Hwy 6
Alvin TX 77511
US

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1	MODULE	Remount	1.00000000	EA	105,646.00000	105,646.00	USD
2	CHASSIS	2022 / 23 Ram 4500 GAS	1.00000000	EA	47,645.00000	47,645.00	USD
3	DELIVERY	Delivery Charge	1.00000000	M	0.00000	0.00	USD
4	HGAC-RMT	HGAC Fee for a Remounted Unit	1.00000000	EA	600.00000	600.00	USD
5	SpecDoc	Configurable item to create the SpecDoc	1.00000000	EA	0.00000	0.00	USD

Sale Amount: 153,891.00
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00

Misc Charges: 0.00
Total Amount: 153,891.00

Net 30



Defining the future of Mobile Healthcare.™

For your convenience, all module pricing has been itemized below per quote Q2673-0001 for City of Alvin EMS :

Base Module	\$	23,921.00
Chassis Exterior	\$	13,925.00
Module Exterior	\$	42,425.00
Chassis Interior	\$	4,975.00
Module Interior	\$	20,400.00
Module Total	\$	105,646.00

Items included in above totals:

1. Old Chassis: Make Road Ready	\$	incl
2. Type I 12' Module	\$	incl
3. This is a CAAS Unit	\$	incl

Chassis Exterior:

4. Chassis : 2022 RAM 4500, Gas, 4x2, Regular Cab, 84" Cab to Axle, Dodge White (PW7)	\$	incl
5. Suspension: LiquidSpring	\$	11,550.00
6. Wheel type: Stainless steel covers	\$	incl
7. Road Force Elite tire and wheel balancing	\$	incl
8. Chassis Steps: ArcRite with Sure Grip	\$	1,050.00
9. Grille Guard: Grille Guard with Wraparounds	\$	incl
10. Siren Amplifier: Howler	\$	1,325.00
11. Passenger's side Grille Light: Whelen M4 Red Light	\$	incl
12. Driver's side Grille Light: Whelen M4 Red Light	\$	incl
13. Passenger's side Intersect Light: Whelen M4 Red Light	\$	incl
14. Driver's side Intersect Light: Whelen M4 Red Light	\$	incl

Chassis Exterior Subtotal \$ 13,925.00

Module Exterior:

15. New Power Source: Onan 5.5kW Generator	\$	7,875.00
16. New Corner Trim	\$	incl
17. New Corner Caps	\$	incl
18. 10 hour(s) of Body Work	\$	1,250.00
19. Module Paint Layout: White - Frazer White (Frazer White)	\$	15,225.00
20. Remove Conspicuity on Rear Wall	\$	650.00



Defining the future of Mobile Healthcare.™

21. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Red - Translucent Overlay	\$	1,575.00
22. Frazer Provided Graphics	\$	2,550.00
23. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	\$	225.00
24. Shore Power: Single 30 Amp	\$	800.00
25. Pigtail/Plug Option: Pigtail	\$	incl
26. Install Ignition Kill Switch	\$	275.00
27. New Lambda Power Supply	\$	1,575.00
28. New Battery Charger	\$	425.00
29. New Dometic A/C with Exhaust Fan	\$	6,300.00
30. All Cladding/Treadbrite: New	\$	950.00
31. Module Window Option: Sliding Window	\$	incl
32. Lower BTTs: 2 Grote Lights on each side	\$	incl
33. New Rear Bumper	\$	750.00
34. New Door Grabbers	\$	incl
35. New Cast License Plate Light	\$	incl
36. UNOC-???- REMOVE AND DISCARD REAR RAMP ABOVE BUMPER.	\$	incl
37. Replace Gas Hold-Open at Side Entry	\$	incl
38. New Door Locks on Entry Doors and Front I/O	\$	2,000.00
Module Exterior Subtotal	\$	42,425.00

Chassis Interior:

39. Siren Speakers: Whelen SA 315 Speakers	\$	incl
40. Tap-2 on Primary Siren	\$	incl
41. Siren Option: Whelen C9 Siren in Console	\$	incl
42. Mic 1 on passenger's side slot 1	\$	incl
43. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
44. Slot 1: Double Slot Switch Panel	\$	incl
45. Slot 2: Joined with 1	\$	incl
46. Slot 3: Siren 1	\$	incl
47. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
48. Slot 5: Double Blank Insert	\$	175.00
49. Slot 6: Joined with 5	\$	incl



Defining the future of Mobile Healthcare.™

50. Kussmaul USB at Console	\$	225.00
51. Console Switch Layout : Primary - Secondary - Howler - Blank - Blank - Blank - Kussmaul USB - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Start/Stop Genset -	\$	incl
52. New Armrest	\$	225.00
53. Console Layout: 6-Slot Console	\$	incl
54. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	175.00
55. Chassis Rear Wall: 3 High Glove Box Holder	\$	225.00
56. Aftermarket Vinyl Seats	\$	850.00
57. UNOC-???- FURNISH AND INSTALL SAFETY VISION CAMERA SYSTEM -1 HVR RECORDER IN ELECTRICAL COMPARTMENT -7" MONITOR ON WINDSHIELD STANDARD LOCATION -FORWARD FACING CAMERA DRIVE CAM -DRIVER FACING CAMERA ON B POST -BACK UP CAMERA -PATIENT IN MODULE CAMERA IN REAR STANDARD LOCATION	\$	2,800.00
58. UNOC-???- Remove and reinstall radio equipment. 1. motorola radio in center console slot 4. 2. connect to antenna on roof. 3. speaker on front of center console. 4. mic on D/S slot 1	\$	300.00

Chassis Interior Subtotal \$ 4,975.00

Module Interior:

59. New Ceiling Lasco	\$	2,100.00
60. New Wall Lasco	\$	3,675.00
61. New Lexan for Front Wall and Action Wall Cabinets	\$	900.00
62. New Red Interior Trim	\$	375.00
63. UNOC-??? REMOVE AND REINSTALL FRIDGE IN FRONT I/O. REMOVE AND REINSTALL AP500 SYSTEM REMOVE AND REINSTALL BATTERY CHARGER IN FRONT I/O SIDE WALL.	\$	100.00
64. New Driver Side Stainless and New Stainless Steel Countertops	\$	950.00
65. New Action Wall with SSCOR Suction	\$	1,175.00
66. Location 1: 4 Switch w/Thermostat	\$	incl
67. Location 2: Existing Double O2 Outlet	\$	incl
68. Location 3: Dual USB receptacles	\$	225.00



Defining the future of Mobile Healthcare.™

69. Location 4: Blank	\$	incl
70. Location 6: Suction	\$	incl
71. Location 7: Quad 120 VAC	\$	incl
72. Location 8: None	\$	incl
73. Location 9: Blank	\$	incl
74. Door Lock Switch at Action Wall	\$	125.00
75. Action Wall Switch Layout : Interior Lights; Front Interior Light; Ventilation Fan; Unlock/Lock;	\$	incl
76. Acrylic Holder at the Action Wall Cabinet	\$	275.00
77. New Lap Belt at the CPR Seat	\$	125.00
78. Cabinet Aft CPR Seat	\$	950.00
79. Genset Start/Stop Switch at Rear Doors	\$	incl
80. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	\$	incl
81. UNOC-??? REMOVE AND REINSTALL GLOVE BOX ON REAR WALL 3 HIGH	\$	incl
82. New Squad Bench Stainless	\$	750.00
83. Frazer cushions at the Squad Bench	\$	incl
84. Harness Type for Seat Position 1: New Lap Belt	\$	125.00
85. Harness Type for Seat Position 2: New Lap Belt	\$	125.00
86. Harness Type for Seat Position 3: New Lap Belt	\$	125.00
87. 22 Pocket Acrylic Holder	\$	650.00
88. New Glove Box & Handrail at the Head of the Squad Bench	\$	275.00
89. Trashcan With Lid at the Head of the Squad Bench	\$	incl
90. UNOC-???- REMOVE AND REINSTALL SINGLE SQUAD BENCH CABINET	\$	incl
91. IV Hanger on Ceiling Raceway	\$	incl
92. Replace Overhead Grab Rail(s)	\$	incl
93. Replace Existing Squad Bench IV Hanger with New	\$	incl
94. Stryker cot tower only (no antler and bar)	\$	incl
95. Floor Options: Customer Provided Stryker Power-LOAD	\$	1,750.00
96. New Loncoin II Onyx Floor	\$	3,275.00
97. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	2,100.00
98. Customer Provided Items Processing Fee	\$	250.00



Defining the future of Mobile Healthcare.™

Module Interior Subtotal	\$	20,400.00
---------------------------------	-----------	------------------

99. Temporary Supply Chain Surcharge	\$	2,021.00
--------------------------------------	----	----------

All Frazer Remounts come standard with the following features:

Replacement of applicable chassis components such as:

- Push Bar, Grill Lights, Siren, Speakers, & aluminum powder-coated console
- Backup alarm, generator fuel tank, and mud flaps

450 hour Preventative Maintenance on an Onan generator (if applicable)

Shear-plate method of attachment securing the module to the chassis

New LED Flex Strips to replace all existing compartment lights

Full electrical check

New weather-stripping, ribbed rubber & compartment bumpers

Complete detail of module



Defining the future of Mobile Healthcare.™

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.



Defining the future of Mobile Healthcare.™

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____



Defining the future of Mobile Healthcare.™

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier,



Defining the future of Mobile Healthcare.™

Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).



AGENDA COMMENTARY

Meeting Date: 12/16/2021

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider an award of bid to Petroleum Traders, for the purchase of fuel for City vehicles and equipment for FY22, with the option to extend for one (1) year with the same terms and conditions; and authorize the City Manager to sign the Contract upon legal review.

Type of Item: ☐ Ordinance ☐ Resolution ☒ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: Motor Vehicle & Equipment Fuel bid is used to supply the City of Alvin personnel fuel for City vehicles and equipment. In past years, Petroleum Traders has been awarded the City's fuel bid and provided excellent service. Petroleum Traders fulfilled all requirements set forth in the contract, and all references have been checked and meet industry standards.

Pricing will be based on daily rack pricing of when the fuel is ordered and will be supplied to the City for plus or minus rack pricing for that day. How rack pricing works:

Oil Price Information Service (OPIS) "freezes" supplier prices and averages by rack at key time intervals throughout the day so buyers and sellers of fuel can index their purchases to an unbiased, third-party price frozen at a fixed point in time. The averages are stored in OPIS's TimeSeries database so customers can easily settle disputes any time by retroactively looking up the frozen averages. These averages are in gross and net formats and appear daily in the various OPIS email, FTP, and WebRack reports. The benchmarks include lows, highs and averages for all suppliers as well as branded and unbranded lows, highs and averages

On November 16, 2021, bids were opened, and Petroleum Traders was the lowest bidder. Staff recommends awarding the FY22 fuel bid to Petroleum Traders.

Upon Council approval, an award letter will be sent to the vendor and city departments.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: Various Accts **Amount:** _____ **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** _____

Supporting documents attached:

- Bid tabulation

Recommendation: Move to award bid to Petroleum Traders, for the purchase of fuel for city vehicles and equipment for FY22, with the option to extend for one (1) year with the same terms and conditions; and authorize the City Manager to sign the Contract upon legal review.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒
Reviewed by City Manager ☒

CITY OF ALVIN BID TABULATION
FUEL BID
B-21-19

DATE OF BID OPENING Tuesday, November 16, 2021 2:15PM	BIDDER'S NAME	Petroleum Traders	Sun Coast Resources
		7120 Pointe Inverness Way Fort Wayne, IN 46804	6405 Cavalcade Street, Bldg 1 Houston, Texas 77026
	QUOTED BY	Gayle Newton	Terri Bateman
	CONTACT	Gayle Newton	Terri Bateman
	TELEPHONE	888-637-7661	713-429-6702
	FAX	260-203-3820	n/a
BID PRICE PER GALLON			
	Unleaded Gasoline (89 Octane or higher) <i>[+/- OPIS price]</i>	-.0363	+.0105
	#2 Diesel Fuel – Ultra low sulfur <i>[+/- OPIS price]</i>	+.0156	+.0105



AGENDA COMMENTARY

Meeting Date: 12/16/2021

Department: City Attorney

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 21-X, granting consent to the creation of Brazoria County Municipal Utility District Number 89; containing various provisions related to the foregoing subject; and making certain findings related thereto.

Type of Item: ☒Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: On November 1, 2021, the City received a Petition for Consent to the Creation of a Municipal Utility District from Ann Burkhart Danz, as Trustee of the Charles W. Burkhart Sr. Trust, for 205.990 acres of land, more or less, all of which is located within the extraterritorial jurisdiction of the City of Alvin, Texas.

The Developer proposes to develop this land for single family residential and claims that there is not now available within the area an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. Petitioner states that a public necessity exists for the creation of the District to provide for such systems to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community. The landowner has consented to conditions, which are attached to the Ordinance as Exhibit B. These conditions will ensure the approval by the City of all plans and specifications for the construction of certain water, sewer and drainage infrastructure facilities, the sale of bonds, and the coordination and allocation of projects.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 11/9/2021 SLH

Supporting documents attached:

- Ordinance 21-X
- Petition for Consent
- Consent Conditions

Recommendation: Move to approve Ordinance 21-X, granting consent to the creation of Brazoria County Municipal Utility District Number 89; containing various provisions related to the foregoing subject; and making certain findings related thereto.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

ORDINANCE NO. 21-X

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GIVING CONSENT TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 89; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Chapters 49 and 54 of the Texas Water Code, Ann Burkhardt Danz, as Trustee of the Charles W. Burkhardt Sr. Trust, (the “Petitioner”), has petitioned for consent to the creation of Brazoria County Municipal Utility District No. 89 (the “District”) to serve the 25.990 acres of land in Brazoria County, Texas, described in the attached Exhibit “A” (“Petitioners’ Land”); and

WHEREAS, all of the land within the District is located within the extraterritorial jurisdiction of the City of Alvin, Texas (the “City”); and

WHEREAS, Section 42.042 of the Texas Local Government Code provides that land within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without the written consent of such city, town, or village; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City, a petition for Consent to the Creation of a Municipal Utility District No. 89; and

WHEREAS, the general nature of the work to be done in the District is the (i) construction, maintenance and operation of a waterworks system for residential and commercial purposes; (ii) construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; (iii) control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflow lands within the District; (iv) construction, maintenance and operation of macadamized, graveled or paved roads or turnpikes, inside or outside of the District; and (v) such other construction, installation, maintenance, purchase and operation of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized; and

WHEREAS, the City Council of the City desires to adopt Ordinance No. 21-X as set forth herein for the purpose of consenting to the creation of the District; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That all of the above recitals are hereby found to be true and correct and are incorporated into this Ordinance as findings of fact by the City Council of Alvin, Texas.

Section 2. The City Council of the City of Alvin, Texas, hereby specifically gives its written consent, as provided by Texas Local Government Code, Section 42.042 to the creation of the Brazoria County Municipal Utility District No. 89, all of which is within the extraterritorial jurisdiction of the City of Alvin, the boundaries of such land being described by metes and bounds described in Exhibit “A”, attached hereto and made a part of hereof for all purposes.

Section 3. That the City Council of Alvin, Texas, hereby specifically imposes the terms and conditions set forth in Exhibit “B”, attached hereto and made a part hereof for all purposes.

Section 4. The City Council further hereby notifies the referenced District, its residents and property owners of the provisions of applicable law allowing the City to annex any portion of the District located within the City’s extraterritorial jurisdiction, including without limitation, the land authorized to be included in the District hereby. The District shall include a statement in the form required under Texas Water Code, Section 49.455 reflecting the possibility of such annexation by the City.

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 16nd day of December 2021.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



METES AND BOUNDS DESCRIPTION
FOR

A 205.990 acre, or 8,972,945 square feet more or less, tract of land, being the remainder of a called 209 acre tract of land described in Volume 346, Page 312 of the Deed Records of Brazoria County, Texas, and conveyed to Ann Burkhardt Danz, as trustee of the Charles W. Burkhardt Sr. Trust, in Vol. 631, Pg. 983 of the Deed Records of Brazoria County, Texas, save and except a called 2.467 acre tract of land conveyed to the State of Texas, in a Right-Of-Way Deed recorded in Volume 509, Page 30 of the Deed Records of Brazoria County, Texas, situated Section 8 of the H. T. & B. R.R. CO. Survey, Abstract Number 534, in the Brazoria County, Texas. Said 205.990 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

BEGINNING: 1/2 inch pinched top pipe found on the south right-of-way line of F.M. 1462, (100-foot wide at this point) as described in the Right-Of-Way Deed(s) recorded in Volume 509, page(s) 30 and 32 of the Deed Records of Brazoria County, Texas, for the northwest corner of a called 95.632 acre tract of land conveyed to Timothy J. Hass as described in a deed recorded in Brazoria County Clerk's File No. 200502006, for the northeast corner of this tract; from which a 1-inch iron pipe with a cap inside (illegible), found on the south right-of-way line of said F.M. 1462, the west right-of-way line of Norris Road, (60-foot wide) as recorded in Volume 1422, Page 465 of the Deed Records of Brazoria County, Texas, for the northeast corner of said 95.632 acre tract, bears N 85°42'41" E, a distance of 1117.53 feet;

THENCE: S 02°08'53" E, departing the south right-of-way line of said F.M. 1462, along and with the west line of said 95.632 acre tract, a distance of 3640.95 feet, to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set on a north line of a called 2698.22 acre tract of land conveyed to Star State Land, L.P. as described in a deed recorded in Brazoria County Clerk's File No. 2002034524, on approximate south line of said Section 8, of the H.T. & B. R.R. Co. Survey, Abstract No. 534, and the north line of the W. D. C. Hall Survey, Abstract No. 69, for the southeast corner of this tract; from which a 5/8 inch iron rod found on the south line of said 95.632 acre tract, for an angle point in the north line of said 2698.22 acre tract, bears N 87°18'54" E, a distance of 572.41 feet; from which a found 1-inch iron pipe with cap inside stamped "S. Adams RPLS 3666" found on the west right-of-way line of said Norris Road, and the east line of said 95.632 acre tract, bears N 86°48'27" E, a distance of 590.25 feet from said found 5/8 inch iron rod;

EXHIBIT A

FN49151-20 205.990 AC

Page 2 of 2

THENCE: S 87°09'43" W, departing the west line of said 95.632 acre tract, along and with the north line of said 2698.22 acre tract, and the approximate common survey line between said H.T. & B. R.R. Co. Survey, Abstract No. 534, and said W.D.C. Hall Survey, Abstract No. 69, at a distance of 10.84 feet passing a found 1 1/2 inch iron pipe (held for line) and continuing for a total distance of 2476.40 feet to a 3/4 inch pinched top pipe found at an interior corner of said 2698.22 acre tract, for the southwest corner of this tract;

THENCE: N 02°10'14" W, along and with an east line of said 2698.22 acre tract, a distance of 3613.49 feet to 1/2 inch iron rod found on the south right-of-way line of said F.M. 1462 (80-feet wide at this point), for a northeast corner of said 2698.22 acre tract, and the northwest corner of this tract;

THENCE: Departing said 2698.22 acre tract, along and with the south right-of-way line of said F.M. 1462 as described in said Right-of-Way Deed recorded in Volume 509, Page 30, of the Deed Records of Brazoria County, Texas, the following courses and distances:

Northeasterly, along a non-tangent curve to the left, having a radial bearing of N 01°21'25" W, a radius of 1462.39 feet, a central angle of 02°35'05", a chord bearing and distance of N 87°21'02" E, 65.97 feet, for an arc length of 65.97 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for a point of tangency,

N 86°03'29" E, a distance of 707.98 feet to a point, from which a found 3/4 inch iron rod (bent and laid over), bears S 01°27'18" E, a distance of 2.3',

S 82°37'55" E, a distance of 101.98 feet to 5/8 inch iron rod with a cap marked "Pape-Dawson" set for an angle point of this tract,

N 86°03'29" E, a distance of 1400.05 feet to a point (could not set, falls in power pole), and

N 85°43'29" E, a distance of 204.25 feet the POINT OF BEGINNING, and containing 205.990 acres in the Brazoria County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared under job number 49151-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: October 30, 2020

JOB NO. 49151-20

DOC. ID. K:\Survey\Survey20\49151-20\Word\FN49151-20 205.990AC.docx



A handwritten signature in black ink, appearing to read "Jonathan Franz". The signature is written in a cursive style with a large, sweeping "Z" at the end.

Exhibit B
Consent Conditions

(a) The District may issue notes, bonds, including refunding bonds, or other obligations (collectively referred to herein as “District Obligations”) for any purposes authorized by law, including, but not limited to, purchasing, financing or refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, levees and other facilities for the reclamation of land, road facilities, and recreational facilities, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor (the “System”).

(b) The following conditions shall apply to the sale of the District Obligations:

1. No District Obligations may be issued until all terms of the Ordinance of the City Granting Consent to the Creation of the District have been satisfied.
2. Such District Obligations must provide that the District reserves the right to redeem said District Obligations on a date on or before the 15th anniversary of the date of issuance without premium.
3. None of such District Obligations, other than refunding bonds, will be sold for less than 95 percent of par.
4. The net effective interest rate on District Obligations so sold, taking into account any discount or premium as well as the interest rate borne by such District Obligations, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly “20 Bond Index” during the one-month period next preceding the date of the sale of such District Obligations.
5. The District Obligations, except Bond Anticipation Notes which may be secured in any manner authorized by Section 49.154 of the Texas Water Code, shall be payable from and secured by an ad valorem tax levied, without limit as to rate or amount, by the District upon all taxable property located within the District.

6. The District Obligations shall not constitute a debt of the City or a pledge of the faith and credit of the City, and all District Obligations shall contain on the face thereof a statement to the effect that the City shall not be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the City or any political corporation, subdivision, or agency thereof other than the District is pledged to the payment of the principal of the interest on such District Obligations.
7. Subject to the City's subsequent adoption of any ordinance setting forth additional procedures and standards for the refunding of indebtedness by conservation and reclamation districts located in the municipal boundaries or extraterritorial jurisdiction of the City, the District may issue refunding bonds to refund any District Obligation if:
 - a. The refunding transaction provides both gross debt savings and net present value savings;
 - b. The net present value savings, as certified by the District's Financial Advisor, is three (3) percent or more of the principal amount of the refunded bonds; and
 - c. The date of the latest scheduled maturity of the refunding bonds is not later than the date of the latest scheduled maturity of the bonds to be refunded.

(c) Before commencement of any such construction within the District, the engineer or other representatives of the District or a developer in the District shall submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer and drainage facilities to serve the District and obtain approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

(d) In the event the District operates a sewage treatment facility, the District will agree to employ a sewage plant operator holding an applicable valid certificate of competency issued under the direction of TCEQ". .

(e) The District will not permit the construction of water and sewer facilities to serve any development within the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitation or the District's allocated capacity therein.

(f) Prior to the sale of any lot or parcel of land within the District, the owner or developer of the land shall obtain the approval of the appropriate officials of the City, or the Planning Commission and City Council of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, and otherwise comply with the applicable rules and regulations of the City.

PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS:

ANN BURKHART DANZ, AS TRUSTEE OF THE CHARLES W. BURKHART SR. TRUST (herein the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Alvin, Texas (the "City"), for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 89 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of approximately 205.990 acres of land, more or less, situated in Brazoria County, Texas. All of the land proposed to be included within the District is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.021 et. seq., as amended) of the City. All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District is described in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Land").

IV.

The Petitioner holds fee simple title to the Land. The Petitioner hereby represents that it owns a majority in value of the Land which is proposed to be included in the District, as indicated by the certificate of ownership provided by the Brazoria County Appraisal District.

V.

The Petitioner represents that there are no lienholders on the Land and that there are no residents on the Land.

VI.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including road facilities, parks and recreation facilities, systems, plants and enterprises as shall be consistent with all of the purposes for which the District is created.

VII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Brazoria County, Texas. There is not now available within the area, which will be developed for single family residential, multifamily, and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system, or roads, or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, road facilities, and parks and recreational facilities. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, road facilities, and parks and recreational facilities to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

The Petitioner, by submission of this Petition, requests the City's consent to the creation of the District containing the Land under the same conditions as set forth in Exhibit B, which is attached hereto and incorporated herein for all purposes

IX.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer

system projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$20,000,000.

X.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$11,000,000.

XI.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$3,000,000.

XII.

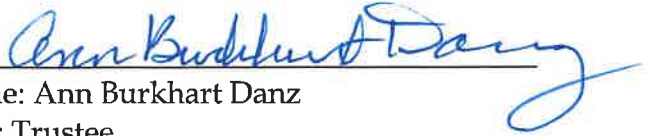
The total cost of the proposed District's projects is estimated by the Petitioner to be approximately \$34,000,000.

WHEREFORE, the Petitioner prays that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGES FOLLOW]

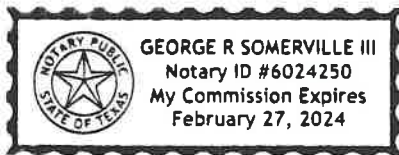
RESPECTFULLY SUBMITTED this 27th day of October, 2021.

**ANN BURKHART DANZ, AS TRUSTEE OF
THE CHARLES W. BURKHART SR. TRUST**

By: 
Name: Ann Burkhardt Danz
Title: Trustee

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 27, 2021, by
**ANN BURKHART DANZ, AS TRUSTEE OF THE CHARLES W. BURKHART SR.
TRUST**, on behalf of said trust.



(NOTARY SEAL)


Notary Public, State of Texas

Attachments:

Exhibit A: Description of the Land

Exhibit B: Conditions of City of Alvin



METES AND BOUNDS DESCRIPTION
FOR

A 205.990 acre, or 8,972,945 square feet more or less, tract of land, being the remainder of a called 209 acre tract of land described in Volume 346, Page 312 of the Deed Records of Brazoria County, Texas, and conveyed to Ann Burkhardt Danz, as trustee of the Charles W. Burkhardt Sr. Trust, in Vol. 631, Pg. 983 of the Deed Records of Brazoria County, Texas, save and except a called 2.467 acre tract of land conveyed to the State of Texas, in a Right-Of-Way Deed recorded in Volume 509, Page 30 of the Deed Records of Brazoria County, Texas, situated Section 8 of the H. T. & B. R.R. CO. Survey, Abstract Number 534, in the Brazoria County, Texas. Said 205.990 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

BEGINNING: 1/2 inch pinched top pipe found on the south right-of-way line of F.M. 1462, (100-foot wide at this point) as described in the Right-Of-Way Deed(s) recorded in Volume 509, page(s) 30 and 32 of the Deed Records of Brazoria County, Texas, for the northwest corner of a called 95.632 acre tract of land conveyed to Timothy J. Hass as described in a deed recorded in Brazoria County Clerk's File No. 200502006, for the northeast corner of this tract; from which a 1-inch iron pipe with a cap inside (illegible), found on the south right-of-way line of said F.M. 1462, the west right-of-way line of Norris Road, (60-foot wide) as recorded in Volume 1422, Page 465 of the Deed Records of Brazoria County, Texas, for the northeast corner of said 95.632 acre tract, bears N 85°42'41" E, a distance of 1117.53 feet;

THENCE: S 02°08'53" E, departing the south right-of-way line of said F.M. 1462, along and with the west line of said 95.632 acre tract, a distance of 3640.95 feet, to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set on a north line of a called 2698.22 acre tract of land conveyed to Star State Land, L.P. as described in a deed recorded in Brazoria County Clerk's File No. 2002034524, on approximate south line of said Section 8, of the H.T. & B. R.R. Co. Survey, Abstract No. 534, and the north line of the W. D. C. Hall Survey, Abstract No. 69, for the southeast corner of this tract; from which a 5/8 inch iron rod found on the south line of said 95.632 acre tract, for an angle point in the north line of said 2698.22 acre tract, bears N 87°18'54" E, a distance of 572.41 feet; from which a found 1-inch iron pipe with cap inside stamped "S. Adams RPLS 3666" found on the west right-of-way line of said Norris Road, and the east line of said 95.632 acre tract, bears N 86°48'27" E, a distance of 590.25 feet from said found 5/8 inch iron rod;

EXHIBIT A

FN49151-20 205.990 AC

Page 2 of 2

THENCE: S 87°09'43" W, departing the west line of said 95.632 acre tract, along and with the north line of said 2698.22 acre tract, and the approximate common survey line between said H.T. & B. R.R. Co. Survey, Abstract No. 534, and said W.D.C. Hall Survey, Abstract No. 69, at a distance of 10.84 feet passing a found 1 1/2 inch iron pipe (held for line) and continuing for a total distance of 2476.40 feet to a 3/4 inch pinched top pipe found at an interior corner of said 2698.22 acre tract, for the southwest corner of this tract;

THENCE: N 02°10'14" W, along and with an east line of said 2698.22 acre tract, a distance of 3613.49 feet to 1/2 inch iron rod found on the south right-of-way line of said F.M. 1462 (80-feet wide at this point), for a northeast corner of said 2698.22 acre tract, and the northwest corner of this tract;

THENCE: Departing said 2698.22 acre tract, along and with the south right-of-way line of said F.M. 1462 as described in said Right-of-Way Deed recorded in Volume 509, Page 30, of the Deed Records of Brazoria County, Texas, the following courses and distances:

Northeasterly, along a non-tangent curve to the left, having a radial bearing of N 01°21'25" W, a radius of 1462.39 feet, a central angle of 02°35'05", a chord bearing and distance of N 87°21'02" E, 65.97 feet, for an arc length of 65.97 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for a point of tangency,

N 86°03'29" E, a distance of 707.98 feet to a point, from which a found 3/4 inch iron rod (bent and laid over), bears S 01°27'18" E, a distance of 2.3',

S 82°37'55" E, a distance of 101.98 feet to 5/8 inch iron rod with a cap marked "Pape-Dawson" set for an angle point of this tract,

N 86°03'29" E, a distance of 1400.05 feet to a point (could not set, falls in power pole), and

N 85°43'29" E, a distance of 204.25 feet the POINT OF BEGINNING, and containing 205.990 acres in the Brazoria County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared under job number 49151-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: October 30, 2020

JOB NO. 49151-20

DOC. ID. K:\Survey\Survey20\49151-20\Word\FN49151-20 205.990AC.docx



A handwritten signature in black ink, appearing to read "Jonathan Franz". The signature is written in a cursive, flowing style.

Exhibit B
Consent Conditions

(a) The District may issue notes, bonds, including refunding bonds, or other obligations (collectively referred to herein as "District Obligations") for any purposes authorized by law, including, but not limited to, purchasing, financing or refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, levees and other facilities for the reclamation of land, road facilities, and recreational facilities, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor (the "System").

(b) The following conditions shall apply to the sale of the District Obligations:

1. No District Obligations may be issued until all terms of the Ordinance of the City Granting Consent to the Creation of the District have been satisfied.
2. Such District Obligations must provide that the District reserves the right to redeem said District Obligations on a date on or before the 15th anniversary of the date of issuance without premium.
3. None of such District Obligations, other than refunding bonds, will be sold for less than 95 percent of par.
4. The net effective interest rate on District Obligations so sold, taking into account any discount or premium as well as the interest rate borne by such District Obligations, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such District Obligations.
5. The District Obligations, except Bond Anticipation Notes which may be secured in any manner authorized by Section 49.154 of the Texas Water Code, shall be payable from and secured by an ad valorem tax levied, without limit as to rate or amount, by the District upon all taxable property located within the District.

6. The District Obligations shall not constitute a debt of the City or a pledge of the faith and credit of the City, and all District Obligations shall contain on the face thereof a statement to the effect that the City shall not be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the City or any political corporation, subdivision, or agency thereof other than the District is pledged to the payment of the principal of the interest on such District Obligations.
7. Subject to the City's subsequent adoption of any ordinance setting forth additional procedures and standards for the refunding of indebtedness by conservation and reclamation districts located in the municipal boundaries or extraterritorial jurisdiction of the City, the District may issue refunding bonds to refund any District Obligation if:
 - a. The refunding transaction provides both gross debt savings and net present value savings;
 - b. The net present value savings, as certified by the District's Financial Advisor, is three (3) percent or more of the principal amount of the refunded bonds; and
 - c. The date of the latest scheduled maturity of the refunding bonds is not later than the date of the latest scheduled maturity of the bonds to be refunded.

(c) Before commencement of any such construction within the District, the engineer or other representatives of the District or a developer in the District shall submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer and drainage facilities to serve the District and obtain approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities,

the City may make periodic on-the-ground inspections.

(d) In the event the District operates a sewage treatment facility, representatives of the City may supervise the continued operation of the sewage treatment facility by making periodic inspections thereof.

(e) The District will not permit the construction of water and sewer facilities to serve any development within the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitation or the District's allocated capacity therein.

(f) Prior to the sale of any lot or parcel of land within the District, the owner or developer of the land shall obtain the approval of the Planning Commission of the City of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, and otherwise comply with the applicable rules and regulations of the City.



AGENDA COMMENTARY

Meeting Date: 12/16/2021

Department: City Attorney

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 21-R-35, amending the second public hearing date for the annexation of 193.55 acres, more or less, parcel of land located along State Highway 288 and FM 1462, in Brazoria County, Texas, from Thursday, January 13, 2022, to Tuesday, January 11, 2022.

Type of Item: ☐Ordinance ☒Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: On December 2, 2021, Council accepted the petition for annexation of approximately 193.55 acres of land along State Highway 288 and FM 1462, and set public hearings for January 6, 2022, and January 13, 2022. However, Tuesday, January 11, 2022, is more convenient for scheduling purposes. Therefore, the special meeting will instead be called for Tuesday, January 11, 2022, for the second public hearing.

Staff recommends approval of Resolution 21-R-35.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/7/2021 SLH

Supporting documents attached:

- Res. No. 21-R-35
- Amended Schedule for Voluntary Annexation

Recommendation: Move to approve Resolution 21-R-35, amending the second public hearing date for the annexation of 193.55 acres, more or less, parcel of land located State Highway 288 and FM 1462, in Brazoria County, Texas, from Thursday, January 13, 2022, to Tuesday, January 11, 2022.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

RESOLUTION NO. 21-R-35

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, AMENDING THE SECOND PUBLIC HEARING DATE FOR THE ANNEXATION OF 193.55 ACRES, MORE OR LESS, PARCEL OF LAND LOCATED ALONG STATE HIGHWAY 288 AND FM 1462, IN BRAZORIA COUNTY, TEXAS, FROM THURSDAY, JANUARY 13, 2022, TO TUESDAY, JANUARY 11, 2022.

WHEREAS, on December 2, 2021, City Council accepted the petition for annexation from the Cardon Group for approximately 193.55 acres of land along State Highway 288 and FM 1462, and set public hearings for January 6, 2022, and January 13, 2022;

WHEREAS, Tuesday, January 11, 2022, is more convenient for scheduling purposes; therefore, the second public hearing should be rescheduled;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. A special meeting will be called for Tuesday, January 11, 2022, for the second public hearing. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the 16th day of December 2021.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

AMENDED SCHEDULE FOR VOLUNTARY ANNEXATION – MUD 80

DATE	ACTION/EVENT	LEGAL AUTHORITY
December 2, 2021	COUNCIL BY WRITTEN RESOLUTION Directs notification to landowners; and sets two (2) Public Hearings January 6, 2022, and January 11, 2022 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings – on or after the 40th day but before 20th day before Reading of Ordinance
December 13, 2021	NOTICE TO PROPERTY OWNERS & utility providers	Loc. Gov't Code § 43.062
December 19, 2021 Publish notice of First Public Hearing Send School District Notice	NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING ; (If applicable Notice to Railroad) SCHOOL DISTRICT NOTICE (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
December 26, 2021 Publish notice of Second Public Hearing	NEWSPAPER NOTICE RE: SECOND PUBLIC HEARING	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063 (c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
January 6, 2022	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the reading of ordinance) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
January 11, 2022	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before reading of ordinance.) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063 (a).
Institution Date February 3, 2022	READING OF ORDINANCE <i>Regular Meeting</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
Within 30 days of Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**



AGENDA COMMENTARY

Meeting Date: 12/16/2021

Department: Public Services

Contact: Brandon Moody, Director

Agenda Item: Consider awarding a bid (RFP 21-01 Debris Monitoring, Recovery, and Other Related Services) to Tetra Tech, Inc., as the primary, and DebrisTech, LLC, as the secondary for debris monitoring services for response in an emergency event for a period of five (5) years, with an option to extend for one (1) additional five-year term; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: ☐Ordinance ☐Resolution ☒Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: The current agreement for debris monitoring with True North Emergency Management was originally approved by City Council on May 19, 2011, utilizing the public bid process. The contract provided for an initial five (5) years with an option to renew, upon mutual consent, for an additional five (5) years. City Council approved the second and final five (5) years of the contract on July 7, 2016, which will expire on December 31, 2021. During the previous ten (10) years, True North was activated once in 2017 after Hurricane Harvey.

The decision to activate this contract during the five or ten-year duration is based on “Notice to Proceed” made by the City of Alvin to the monitoring company for the purpose of ensuring that the entire debris removal, hauling, and disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance program and the Texas Division of Emergency Management (TDEM) guidelines.

RFP-21-01 Debris Monitoring, Recovery, and Other Related Services opened on December 7, 2021, and was advertised on November 21, 2021, and November 28, 2021. A non-mandatory pre-proposal meeting was held on November 30, 2021, and changes related to bid numbering, Exhibit “B” Fee Schedule, and Proposal Requirements and Response Format within the original Request for Proposals (RFP) were posted as Addenda on December 1, 2021. No representatives from the proposals submitted attended the non-mandatory meeting.

The City received proposals by the deadline from DebrisTech, LLC, Tetra Tech, Inc., Disaster Program and Operations, Inc., and Rostan Solutions, LLC, were evaluated at length, using the criteria outlined in Section C on page 14 of the Request for Proposals (RFP). The evaluation team consisted of Brandon Moody, Director of Public Services, Dan Kelinske, Parks & Recreation Director, Ron Schmitz, EMS Director/EMC, and Todd Arendell, Police Captain/Assistant EMC.

A secondary company is being recommended for an award of bid in the event the primary contractor is unavailable due to other contractual obligations stemming from the effects of a recent disaster.

Staff recommends awarding a five (5) year agreement with a renewal option for an additional five (5) years to Tetra Tech, Inc., as the primary, and DebrisTech, LLC, as the secondary for debris monitoring, recovery, and other related services.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/13/2021 SLH

Supporting documents attached:

- Request for Proposal RFP 21-01 – Debris Monitoring
 - 2021 Debris Monitoring Scoresheet
 - Pre-Bid meeting attendance 11-30-21
-

Recommendation: Move to approve awarding RFP 21-01 Debris Monitoring, Recovery, and Other Related Services agreement to Tetra Tech, Inc., as the primary, and DebrisTech, LLC, as the secondary for debris monitoring services for response in an emergency event for a period of five (5) years, with an option to extend for one (1) additional five (5) year term; and authorize the City Manager to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable ☒
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒
Reviewed by City Manager ☒

ADDENDUM NO. 1

ALVIN DEBRIS MONITORING, RECOVERY, AND OTHER RELATED SERVICES

RFP 21-01

CITY OF ALVIN

BRAZORIA COUNTY, TEXAS

December 1, 2021

The following changes will be considered part of the Request for Proposal.

Addenda – RFP Documents

1. Reference: **Incorrect bid numbering used B-21-01**
Proposal Page 1 of 27 B-21-01 amended to read RFP-21-01
2. Reference: **Exhibit “B” – Fee Schedule**

Removed: Proposal Page 12 of 27 has been removed ADDENDUM NO. 1 (attached).
3. Reference: **Proposal Requirements and Response Format**

Replace: Proposal Page 13 of 27 item #4 has been changed from Completed Exhibit “B” – “Fee Schedule” to Completed Proposal Statements ADDENDUM NO. 1 (attached).

END OF ADDENDUM NO. 1

REQUEST FOR PROPOSALS

The enclosed REQUEST FOR PROPOSALS (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products and/or services for:

RFP-21-01 Debris Monitoring, Recovery, and Other Related Services

(Professional services for the monitoring and managing removal of disaster generated debris from public lands, easements, and rights-of-way - private property may be included)

DEADLINE: Sealed proposals must be received no later than 2:00 p.m. on Tuesday, December 7, 2021, at the City of Alvin, City Secretary's Office, 216 W. Sealy, Alvin, Texas 77511.

NO LATE PROPOSALS WILL BE CONSIDERED

OPENING: Proposals will be opened and names publicly read in the Council Chambers at City Hall located at 216 W. Sealy, Alvin, Texas 77511, on December 7, 2021, at 2:15 p.m.

FORMS: The Proposal can be found on the City of Alvin's website www.alvin-tx.gov / Departments & Utilities / Bidding Information; or by contacting Brandon Moody, Director of Public Services (281)388-4325; bmoody@psf.cityofalvin.com.

PRE-PROPOSAL MEETING: A **non-mandatory** meeting will be held at the Public Services Department on November 30, 2021, at 2:00 p.m.

SEALED PROPOSALS: Shall be submitted including one (1) marked original along with one (1) electronic copy in PDF format (CD or flash drive), properly labeled and clearly marked in a sealed envelope with the RFP number and description.

MARK ENVELOPE: "RFP 21-01 Debris Monitoring, Recovery, and Other Related Services"

Proposals will be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals shall be open for public inspection after contract award. Trade secrets and confidential or proprietary information, so noted in proposal, shall not be open for public inspection.

The City of Alvin hereby notifies all offerors that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion or national origin in consideration for an award.

The City reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal or part thereof, which in the opinion of the City Council, is most advantageous to the City. In case of ambiguity or lack of clearness in stating the prices in the bid, the City reserves the right to consider the most advantageous bid thereof or to reject the bid.

Published: November 21, 2021
November 28, 2021

REQUEST FOR PROPOSAL FOR
DEBRIS MONITORING, RECOVERY, and
OTHER RELATED SERVICES FOR THE CITY OF ALVIN

The City of Alvin is located near the Gulf of Mexico and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris, to allow for security, emergency, and other service traffic. It is in the best interest of the City of Alvin to enter into a pre-event agreement with a firm to provide debris management and monitoring services in the event of a disaster.

The City of Alvin (the “Owner”) is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, and disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program and the Texas Division of Emergency Management (TDEM) guidelines.

Respondent must meet the following general conditions:

- (1) Ability to respond within seventy-two (72) hours after the disaster;
- (2) Selecting and permitting of TDSRS (Temporary Debris Staging and Reduction Sites) locations and any other permitting/regulatory issues as necessary;
- (3) Ability to provide monitoring of the clean up, removal, separation, reduction and disposal of Debris as defined in the Scope of Services set forth on Exhibit “A” attached hereto and incorporated herein by reference (the “Services”);
- (4) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring;
- (5) Entering load tickets into a database application and digitization of source documentation;
- (6) Developing daily operational reports to keep the City informed of work progress;
- (7) Development of maps, GIS applications as necessary;
- (8) Capability of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- (9) Possessing the experience in the provision of the Services for reimbursement through the FEMA Public Assistance program;

- (10) Ability to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within thirty (30) days following completion of debris hauling and removal;
- (11) Ability to conduct a comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.

Respondent must further provide all information requested in this RFP.

CITY OF ALVIN
GENERAL TERMS & CONDITIONS

1. RECEIPT AND OPENING OF PROPOSALS

The City of Alvin (hereinafter called the “Owner”), invites proposals on the form attached hereto. Sealed proposals shall be submitted **including one (1) marked original along with one (1) full electronic copy in PDF format (CD or flash drive)**, properly labeled and clearly marked in a sealed envelope with the RFP number and description. **Forms supplied by the City in this package must be completed and included in all submittals.** Owner will receive proposals at the City Secretary’s Office, City Hall, 216 W. Sealy, Alvin, Texas 77511. Proposals will be publicly opened at 2:15 p.m. after the closing hour of said date. Vendor name **only** will be read aloud so as to avoid disclosure of contents.

Any proposal received after the time and date specified shall not be considered.

The Owner may not consider any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof.

2. TERM OF AGREEMENT

The initial term of this contract shall be for a period of five (5) years from the date of award to December 31, 2026. The City of Alvin reserves the right, and the Contractor agrees; that the contract may be extended for up to one (1) additional five (5) year term.

Should the City of Alvin wish to exercise this right, it shall so notify the Contractor. Notice of intent to renew this contract will be given to the Contractor in writing by the Project Administrator, sixty (60) days before the expiration date of the current contract. (This notice shall not be deemed to commit the City of Alvin to a contract renewal). In the event a contract is fully executed, the Contractor acknowledges and agrees that any service it provides to the City of Alvin after the termination date of the initial Contract, will be deemed to be gratuitously provided, and the City of Alvin shall have no obligation to pay for such services unless the City of Alvin approves an agreement, in writing, to do so in its sole discretion.

3. PROPOSAL MODIFICATIONS

Any offeror may modify their proposal by written communication at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to closing time. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed proposal is opened.

Owner shall not provide interpretation of the meaning of the plans, specifications or other pre-proposal documents to any bidder orally. Such communication must be in writing.

Every request for such interpretation should be in writing addressed to:

Brandon Moody, Public Services Director
bmoody@psf.cityofalvin.com

All requests shall be received at least five (5) days prior to the scheduled time for receipt of proposals. Any and all such interpretations and any supplemental instructions, will be in the form of written addenda to the specifications which, if issued, will be submitted to all prospective offerors not later than three (3) working days prior to the scheduled time for receipt of proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve offeror from any obligation of submitted proposal. All addenda issued shall become part of the contract documents and must be acknowledged as received on submitted document.

4. METHOD OF AWARD

Evaluation will be based on the criteria stated in the RFP. The best proposal submitted by a responsible offeror will be negotiated with the Owner. If proposal amounts exceed the available funds to finance the contract, the Owner may reject all proposals or may award the contract on a negotiated proposal with deductible alternates applied in numerical order in which they are listed on the Form of Proposal, as produces a net amount, which is within the available funds.

The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve the interests of the Owner.

5. FUNDING OUT CLAUSE

In the event of a disaster, the City may elect to remove debris with City forces, to activate a contract resulting from this RFP or contract separately for debris removal. Funding sources will be identified when the contract is activated and will likely include FEMA, TDEM, and City funds.

The Owner warrants that funds are available to pay for this contract until the end of its current fiscal year and warrants funds will be requested to make payment in each appropriation period from now until the end of the last renewable option year. However, if funds are not made available after such request, then the Owner may terminate this agreement with thirty (30) days written notice.

6. QUALIFICATIONS OF OFFEROR

At the time of the opening of proposals, each offeror will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument, or document shall in no way relieve any offeror from any obligation in respect of his proposal.

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

7. CONDITIONS OF WORK

At the time of the opening of proposals, each offeror will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument, or document shall in no way relieve any offeror from any obligation in respect of his proposal.

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

8. LAWS AND REGULATIONS

The offeror's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. SUBCONTRACTS

The offeror is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

10. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor(s) shall:

- (a) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction"

published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).

- (b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

11. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has a business relationship (as defined by Section 176.001(1-a)) with the local government entity, shall file a completed conflict of interest questionnaire with the City Secretary within seven (7) business days after the latter of:

- (a) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or
- (b) the date the person becomes aware of facts that require the statement to be filed.

The Conflict of Interest Questionnaire (Form CIQ) is available from the City of Alvin or from the Texas Ethics Commission at www.ethics.state.us. Completed conflict of interest forms may be mailed or delivered to the office of City Secretary, 216 W. Sealy, Alvin, Texas 77511. Please consult your own legal advisor if you have questions regarding the statute or this form.

12. PUBLIC ASSISTANCE CONSULTING SERVICES

The Contractor shall provide if requested by the City:

- (a) Identification of eligible emergency and permanent work (Category A-G);
- (b) Damage Assessment;
- (c) Assistance in attaining Immediate Needs Funding;
- (d) Loss measurement and categorization;
- (e) Insurance evaluation, documentation adjusting and settlement services;
- (f) Project Worksheet generation and review;
- (g) FEMA, FHWA and Natural Resources Conservation Services (NRCS) reimbursement support;
- (h) Staff augmentation with experienced Public Assistance Coordinators and Project Officers;
- (i) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- (j) Appeal services and negotiations;
- (k) Reconstruction and long-term infrastructure planning; and
- (l) Final review of all emergency and permanent work performed.

13. SUPPLEMENTAL INFORMATION

- (a) All prices to be F.O.B., Destination, City of Alvin, Texas 77511.
- (b) The City of Alvin is exempt from all taxes in the State of Texas, including sales tax. A tax-exempt form will be provided upon request.
- (c) Use of brand names in specifications is descriptive and not restrictive, and any product of equal quality will be considered.
- (d) All exceptions to the specifications and/or brand names must be so stated on the proposal.
- (e) It is requested that vendors electing not to offer a proposal, submit a **“NO RESPONSE”** in order to remain on the bidder’s list.

Exhibit “A”
Scope of Services
Debris Removal Monitoring

Field Documentation of Work

Respondent shall carefully document debris removal activities as well as trees that contain hazardous hanging limbs, and hazardous trees that need to be removed. Respondent will work closely with the City and with FEMA to determine the most effective methods of documentation of the Contractor’s work to ensure that debris removal is eligible for Federal funding, and communicate with FEMA to ensure documentation supports verification needs for project reimbursement. Assess and monitor marine debris removal, including navigable waterways within the City’s jurisdiction.

Collection Monitoring of Right-of-Way and Public Property Debris/Trees

Respondent will provide collection monitors with each of the Contractor’s loading crews to ensure each load is related to the disaster, and is eligible for federal reimbursement. The street address will be recorded on each load ticket. The respondent will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris management site (DMS) or disposal site with the truck driver for rating. Respondent will provide similar services if debris removal from private property is approved later for this project.

Pre-Validation of Debris and Trees

Respondent will work with FEMA in an effort to pre-validate as much debris and tree removal as possible.

Monitor Training

Respondent will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. Additionally, Respondent will get FEMA involved with the training program so that everyone has the same understanding of the disaster specific guidance for debris removal.

Spot Checks and Auditing of Monitors

Respondent will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the City’s information, and FEMA documentation. Respondent will assist the City in public communication and relay any citizen complaints for action by the contractor or the City.

Truck Certification

Respondent will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control.

DMS/Disposal Sites

Respondent will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from the DMS through final disposal, if applicable.

Data Management

Respondent will establish a data management team that reconciles load ticket information on a daily basis. This information can be provided to the City, FEMA, and the Contractor for use and information. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the City. Furthermore, Respondent will organize field information for FEMA documentation including photographs and GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Respondent will help track invoices for FEMA reimbursement and provide additional supporting information as necessary.

Recovery Services

The City is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in coastal community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and Private property vegetative/C & D hazard removal monitoring
- ROW and Private property demolition coordination and monitoring

Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal project.

Safety Meetings and Monitoring Updates

Respondent will hold daily meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s)

Respondent will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Status Reports

Respondent will provide detailed daily or weekly status reports to the City for use and information. Relevant project statistics and cumulative statistics will be shown in a straightforward manner to officials to provide information to the media or to their constituents.

Insurance

The proposer receiving the award will obtain or possess the following insurance coverages, and will provide Certificates of Insurance to the City to verify such coverage.

- (1) Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City of Alvin and its agents, employees and officials.
- (2) Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and personal Injury. The limits shall not be less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- (3) Business Automotive Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- (4) Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

PROPOSAL REQUIREMENTS AND RESPONSE FORMAT

Respondent shall present their responses to this Request for Proposal in the manner and format listed below, identifying each response by its respective tab.

TAB ITEM

1. COMPANY INFORMATION

A company profile which must include the firm name and business address, including telephone number. Year established (include former firm names and year established, if applicable). Type of ownership and parent company, if any. Provide the name of the person who shall serve as authorized negotiator for Respondent, should Respondent be selected to negotiate with the Owner.

2. COMPANY EXPERIENCE

Provide information indicative of experience in other projects of similar complexity that documents successful and reliable experience in past performance within the last five (5) years, as it related to this proposal. The proposing firm must demonstrate that they have successfully performed services on at least ten (10) FEMA reimbursable disaster debris removal projects related to at least three (3) different declared disasters, over the past five (5) years, including at least one project involving removal of at least 100,000 cubic yards of debris. Identification of governmental clients for whom similar services have been provided including name of client, client contact person, the description of services performed, and quantity of debris monitored. Whether or not Respondent has had a contract related to debris removal cancelled within the past seven (7) years. If so, state the name and address of the other contracting party and reason. Provide resumes of key staff.

3. REPRESENTATIVE LIST OF PROJECTS

The respondent shall provide references for five debris projects of similar size performed over the past five years. Include the client's name, debris quantity, brief summary of work, and name, address, and phone number of a responsible contact person. Provide a listing of all pre-position or pre-event debris contracts with cities, counties, or other entities within 100 miles of the City of Alvin.

4. Completed Proposal Statements

5. Completed "Indemnity Hold Harmless Agreement"

6. Completed Bid Affidavit

7. Completed Conflict of Interest Questionnaire - Form CIQ

EVALUATION AND CONTRACT AWARD

- A. The Owner reserves the right to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Respondent, who after evaluation of the criteria stated in Item D, is determined to best meets the needs of the Owner. The Owner has the option to:
- (1) Request that Respondent(s) modify their proposal to more fully meet the needs of the Owner or to furnish additional information as may be reasonably required.
 - (2) Process the selection of the successful Respondent without further discussion with or notification to the other Respondents.
 - (3) Waive any irregularity in any proposal, or reject any and all Proposals should it be deemed in the Owner's best interest to do so. The Owner shall be the sole judge of Respondent's qualifications and reserves the right to verify all information submitted by Respondent(s).
- B. In order to initiate action toward making the required determinations, the Owner must have available, from each Respondent who is or may become eligible for an award, certain current information concerning each apparent or prospective eligible Respondent. In many cases it is deemed advisable to conduct investigations of several Respondents concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful Respondent is not eligible to receive an award.
- C. The following criteria will be used by City staff to evaluate the proposals and make a selection:
- 15% References on recent projects of similar size and scope
 - 20% Qualifications of firm and key staff
 - 15% History of successful project performance without major de-obligations of FEMA funding
 - 20% Management Systems/Reporting Systems/Training Manual
 - 30% Cost of Services Proposed
- D. Award will be made to one or more Respondents that the Owner determines can accomplish the requirements set forth in the Request for Proposal packet in a manner most advantageous to the Owner, cost and other factors considered, or to reject any and all Proposals.

PROPOSAL STATEMENTS

I have read and understand the requirements of this proposal, Debris Monitoring, Recovery, and other Related Services, and agree to provide the required services in accordance with this Proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the City at cost without mark-up.

Positions	Hourly Rates
Project Manager	\$ _____
Operations Manager	\$ _____
GIS Analyst	\$ _____
Field Supervisor	\$ _____
Debris Site Monitor	\$ _____
Load Ticket Data Entry Clerks	\$ _____
Project Assistants	\$ _____
Field Coordinators (crew Monitors)	\$ _____

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions	Hourly Rates
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SUBMITTED BY:

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE: _____

EMAIL: _____

BID AFFIDAVIT

All pages in Offeror's PROPOSAL containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature in binding on the PROPOSAL.

The undersigned offers and agrees to furnish all of the items and/or services upon which process are stated in the accompanying proposal. Further the undersigned certifies to having read and understands the terms of this invitation. The period of acceptance of this bid will be ninety (90) calendar days from the bid opening.

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing proposal has been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

STATE RESIDENT CERTIFICATION:

Our principal place of business or corporate office is in the STATE of Texas. Yes ____ No ____

LOCAL RESIDENT CERTIFICATION:

Our principal place of business or corporate office is in the City of Alvin, State of Texas.

Yes____ NO ____

NON-RESIDENT CERTIFICATION:

Our principal place of business is _____, _____.
(City) (State)

Name and Address of Offerer:

Telephone Number _____

Email Address: _____

By:_____ Title:_____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named,

_____ on this the _____ day of 2021.

(Name of Notary)

Notary Public in and for the State of _____

(Seal)

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Alvin is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Alvin will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

www.ethics.state.tx.us or at 1-800-1325-8506.

Please remit the CIQ form with your bid.

Thank you.

CITY OF ALVIN

INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor(s), its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Alvin, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor(s) relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor(s) or anyone directly or indirectly employed by or working as an independent contractor for Contractor(s) or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor(s) expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor(s), shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of Alvin, its Council members, officers, agents and employees and herein provided.

Contractor

Date

Printed Name

Signature

STATE OF TEXAS

COUNTY OF BRAZORIA

NON-EXCLUSIVE CONTRACT FOR DEBRIS REMOVAL
RESULTING FROM FUTURE DISASTERS

This contract (this “Contract”) is made and entered into on the _____ day of _____, 2021, by and between the City of Alvin, Texas (the “Owner”) and _____ (“Contractor”) authorized to transact business in the State of Texas (the “State”).

WHEREAS, the Owner is located in an area subject to a variety of potential disaster, including catastrophic disasters, such as major hurricanes which may produce huge quantities of debris; and

WHEREAS, the Owner desires to retain the services of Contractor, and Contractor desires to provide services to monitor the clean up, removal, separating, reduction and disposal of Debris as defined in the Scope of Services set forth on Exhibit “A” attached hereto and incorporated herein by reference (the “Services”); and

WHEREAS, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper documentation preparation, management and event closure services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the Services and in insuring that all Services qualify for reimbursement under FEMA and TDEM, as hereinafter defined;

WHEREAS, the term of this contract shall be for a period of five (5) years, ending on December 31, 2026, with an option to renew for an additional five (5) years;

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Owner and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the Owner and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

- (1) This Contract;
- (2) All Exhibits, including Exhibit A and Exhibit B, and Appendix A
- (3) Notice of Invitation for Proposal;
- (4) Contractor’s Qualifications;
- (5) General Conditions;
- (6) Contractor’s Bonds;

- (7) Notice of Award;
- (8) Notice to Proceed; and
- (9) Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document's language or terms control:

- (a) Contract, including Exhibit A - Scope of Services, and Exhibit B - Contractor's Proposal, and Appendix A, Federal Contract Provisions;
- (b) Duly authorized Change Orders;
- (c) General Conditions;
- (d) Notices, Bonds; and
- (e) Contractor's Qualifications.

This Contract will be executed in multiple counterparts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

CONTRACTOR

By: _____

Its: _____

CITY OF ALVIN, TEXAS

By: _____

Its: _____

Attest: _____

ATTACHMENT “A”
FEDERAL CONTRACT PROVISIONS – APPENDIX II OF 2 CFR PART 200

The CONTRACTOR agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to Appendix II of 2 C.F.R. Part 200 – Standards, and orders or regulations that are not applicable to the scope of work will not be required of the CONTRACTOR.

**APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Delays and Excused Performance/Force Majeure.

- a. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure.
- b. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of CONTRACTOR, that prevent CONTRACTOR from performing its obligations in this Agreement, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

2. Equal Employment Opportunity.

- a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.
- b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national

origin.

- c. 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.
- d. 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.
- e. 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- f. 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.
- g. CONTRACTOR will include these provisions 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 interest of the United States.

3. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3144, and 3146-3148).

- a. 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").
- b. 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.

- c. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.
- e. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
- f. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- g. The contracts must 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”).
- h. The Act provides that each contractor or sub-recipient 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.
- i. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

- a. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- b. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.
- c. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- e. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Reporting.

Vendor shall allow access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

- a. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.
- b. 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.
- c. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a), and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251- 1387), as amended.

- a. Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Procurement of Recovered Materials** §200.322.

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- b. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **Minority Businesses and Women's Businesses.** As required by CFR Title 2, §200.321 (b)(6), Contractor must take the following affirmative steps in the hiring of any subcontractors:

- 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 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.

CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of CITY'S request. CONTRACTOR hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. §1352. 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.

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

Signed on this the _____ day of _____ 20____.

By (Printed Name): _____

Signature: _____

Title: _____

City of Alvin
Alvin, Texas 77511

Team Evaluation of Bid for:
Debris Monitoring Services

December 8, 2021

Dimensions	Co-Efficient	Debris- Tech		Tetra- Tech		DP&O		Rostan	
		Score	Final	Score	Final	Score	Final	Score	Final
References on Recent Projects of Similar Size & Scope	15%	60	9	30	4.5	20	3	30	4.5
Qualifications of Firm & Key Staff	20%	50	10	80	16	50	10	40	8
History of Successful Project Performance Without Major De-Obligations of FEMA Funding	15%	10	1.5	60	9	30	4.5	40	6
Management Systems/Reporting Systems/Training Manuals	20%	50	10	80	16	50	10	30	6
Cost of Services Proposed	30%	100	30	99	29.7	97	29.1	98	29.4
TOTAL	100%	270	60.5	349	75.2	247	56.6	238	53.9

Each dimension was measured on the Likert Scale (1-100). The committee considered each bid proposal on the dimensions that were to be evaluated and graded on a consensus basis.

The team consisted of:

Dan Kelinske, Director, Parks and Recreation

Brandon Moody, Director, Public Works

Ron Schmitz, Director, EMS and Emergency Management Coordinator

Todd Arendell, Captain, Police and Assistant Emergency Management Coordinator



AGENDA COMMENTARY

Meeting Date: 12/16/2021

Department: Public Services

Contact: Brandon Moody, Director

Agenda Item: Consider awarding a bid (RFP 21-02 Debris Removal Services) to CrowderGulf as the primary, and Ceres Environmental Services, Inc., as the secondary for debris removal services for response in an emergency event for a period of five (5) years, with an option to extend for one (1) additional five (5) year term; and authorize the City Manager to sign the Agreement, upon legal review.

Type of Item: ☐Ordinance ☐Resolution ☒Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: The current agreement for debris removal with CrowderGulf was originally approved by City Council on May 19, 2011, utilizing the public bid process. The contract provided for an initial five (5) years with an option to renew, upon mutual consent, for an additional five (5) years. City Council approved the second and final five years of the contract on July 7, 2016, which will expire on December 31, 2021. During the previous ten years, CrowderGulf was activated once in 2017 after Hurricane Harvey.

The decision to activate this contract during the five or ten-year duration is based on “Notice to Proceed” made by the City of Alvin to the debris removal company in response to maintaining public health, safety, and well-being during the response to an emergency.

RFP-21-02 Debris Removal Services opened on December 7, 2021, and was advertised on November 21, 2021, and November 28, 2021. A non-mandatory pre-proposal meeting was held on November 30, 2021, and changes pertaining to Quantity Measurement and Performance Bond within the original Request for Proposals (RFP) were posted as Addenda on December 1, 2021. Representatives from Ceres, Crowder Gulf and Ashbritt, Inc attended the non-mandatory meeting.

The City received proposals by the deadline from Custom Tree Care, Inc., DRC Emergency Services, CrowderGulf, Ceres Environmental Services, Inc., and DJ Enterprises were evaluated at length, using the criteria outlined in Section C on page 40 of the Request for Proposals (RFP). The evaluation team consisted of Brandon Moody, Director of Public Services, Dan Kelinske, Parks & Recreation Director, Ron Schmitz, EMS Director/EMC, and Todd Arendell, Police Captain/Assistant EMC.

To determine the cost of services, staff used unit price of each category rather than total cost of estimated quantities. Staff felt this method identified the best cost/value ratio because of the varying degree in quantity and variety of debris during an actual activated response. In addition, items 6, 7 and 9 of the price proposals were not considered as part of the cost evaluation. These categories are direct costs to the City, driven primarily by the disposal site/landfill rather than the debris removal contractor.

A secondary company is being recommended for an award of bid in the event the primary contractor is unavailable due to other contractual obligations stemming from the effects of a recent disaster.

Staff recommends awarding a five (5) year contract with a renewal option for an additional five (5) years to CrowderGulf as the primary and Ceres as the secondary for debris removal services.

**this is separate and unrelated to the waste services contract with Texas Pride*

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** 12/13/2021 SLH

Supporting documents attached:

- Request for Proposal RFP 21-02 – Debris Removal Services
 - 2021 Debris Removal Cost Evaluation
 - 2021 Debris Removal Scoresheet
 - Pre-Bid meeting attendance 11-30-21
-

Recommendation: Move to approve awarding RFP 21-02 Debris Removal Services agreement to CrowderGulf as the primary, and Ceres Environmental Services, Inc. as the secondary for debris removal services in response to an emergency event for a period of five (5) years, with an option to extend for one (1) additional five (5) year term; and authorize the City Manager to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable ☒
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

ADDENDUM NO. 1

ALVIN DEBRIS REMOVAL SERVICES

RFP 21-02

CITY OF ALVIN

BRAZORIA COUNTY, TEXAS

December 1, 2021

The following changes will be considered part of the Request for Proposal.

Addenda – RFP Documents

1. Reference: **Quantity Measurement**

Replace: Proposal Page 31 of 46 with revised item 14 quantity from CY to Each ADDENDUM NO. 1 (attached).

2. Reference: **Quantity Measurement**

Replace: Proposal Page 31 of 46 with revised item 16 quantity from CY to Pounds (Lbs.) ADDENDUM NO. 1 (attached).

3. Reference: **Performance Bond**

Replace: Proposal Page 43 of 46 with revised date from 2011 to 2021 ADDENDUM NO. 1 (attached).

END OF ADDENDUM NO. 1

REQUEST FOR PROPOSAL

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products and/or services for:

RFP 21-02 - Debris Removal Services

(professional services for the removal of disaster generated debris from public lands, easements, and rights-of-way - private property may be included)

RECEIPT: Sealed proposals must be received no later than 2:00 p.m. on Tuesday, December 7, 2021, at the City of Alvin, City Secretary's Office, 216 West Sealy, Alvin, Texas 77511.

NO LATE PROPOSALS WILL BE CONSIDERED

OPENING: Proposals will be opened and names publicly read in the Council Chambers at Alvin City Hall, 216 West Sealy, Alvin, Texas 77511, on December 7, 2021, at 2:15 p.m.

FORMS: The Proposal can be found on the City of Alvin's website www.alvin-tx.gov / Departments & Utilities / Bidding Information; or by contacting Brandon Moody, Director of Public Services (281)388-4325; bmoody@psf.cityofalvin.com.

PRE-PROPOSAL MEETING: A **non-mandatory** meeting will be held at the Public Services Department on November 30, 2021, at 2:00 p.m.

SEALED PROPOSALS: Shall be submitted including one (1) marked original along with one (1) electronic copy in PDF format (CD or flash drive), properly labeled and clearly marked in a sealed envelope with the RFP number and description.

MARK ENVELOPE: "RFP-21-02 RFP Debris Removal Services"

Proposals will be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals shall be open for public inspection after contract award. Trade secrets and confidential or proprietary information, so noted in proposal, shall not be open for public inspection.

The City of Alvin hereby notifies all offerors that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion or national origin in consideration for an award.

The City reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal or part thereof, which in the opinion of the City Council, is most advantageous to the City. In case of ambiguity or lack of clearness in stating the prices in the bid, the City reserves the right to consider the most advantageous bid thereof or to reject the bid.

Published: November 21, 2021
November 28, 2021

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE CONTRACT
FOR DEBRIS REMOVAL SERVICES IN THE CITY OF ALVIN
RESULTING FROM FUTURE DISASTERS**

The City of Alvin, Texas, (the “City”) is seeking proposals for the removal of disaster related debris from public property and rights-of-way (ROW) generated by disaster events.

Contractor must meet the following general conditions:

- (1) be licensed to do business in the State of Texas;
- (2) be able to provide services to clean up, remove, haul and dispose of Debris as defined in the Services of Contractor set forth on Exhibit “A” attached hereto and incorporated herein by reference (the “Services”);
- (3) be willing and capable of performing the Services, including but not limited to, proper documentation preparation, management and event closure services;
- (4) be knowledgeable and have experience in providing of the Services as described herein, and to ensure that all Services qualify for reimbursement under the Federal Emergency Management Agency (FEMA) and the 'Texas Division of Emergency Management (TDEM), as hereinafter defined; and
- (5) have the resources necessary to meet the Contractual obligations of this Contract.

Contractor must further provide all information requested in this RFP.

CITY OF ALVIN
GENERAL TERMS & CONDITIONS

1. RECEIPT AND OPENING OF PROPOSALS

The City of Alvin, (hereinafter called the “Owner”), invites proposals on the form attached hereto. Sealed proposals shall be submitted **including one (1) marked original** along with one (1) electronic copy in PDF format (CD or flash drive) **clearly marked in a sealed envelope with RFP number and description. Forms supplied by the City in this package must be completed and included in all submittals.** Owner will receive proposals at the City Secretary’s Office, City Hall, 216 West Sealy, Alvin, Texas 77511. Proposals will be publicly opened at 2:15 p.m. after the closing hour of said date. Vendor name **only** will be read aloud so as to avoid disclosure of contents.

Any proposal received after the time and date specified shall not be considered.

The Owner may not consider any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof.

2. TERM OF AGREEMENT

The initial term of this contract shall be for a period of five (5) years from the date of award to December 31, 2026. The City of Alvin reserves the right, and the Contractor agrees; that the contract may be extended for up to one (1) additional five (5) year term. Should the City of Alvin wish to exercise this right, it shall so notify the Contractor. Notice of intent to renew this contract will be given to the Contractor in writing by the Project Administrator, sixty (60) days before the expiration date of the current contract. (This notice shall not be deemed to commit the City of Alvin to a contract renewal). In the event a contract is fully executed, the Contractor acknowledges and agrees that any service it provides to the City of Alvin after the termination date of the initial Contract, will be deemed to be gratuitously provided, and the City of Alvin shall have no obligation to pay for such services unless the City of Alvin approves an agreement, in writing, to do so in its sole discretion.

3. PROPOSAL MODIFICATIONS

Any offeror may modify their proposal by written communication at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to closing time. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed proposal is opened.

Owner shall not provide interpretation of the meaning of the plans, specifications or other pre-proposal documents to any bidder orally. Such communication must be in writing.

Every request for such interpretation should be in writing addressed to:

Brandon Moody, Public Services Director
bmoody@psf.cityofalvin.com

All requests shall be received at least five (5) days prior to the scheduled time for receipt of proposals. Any and all such interpretations and any supplemental instructions, will be in the form of written addenda to the specifications which, if issued, will be submitted to all prospective offerors not later than three (3) working days prior to the scheduled time for receipt of proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve offeror from any obligation of submitted proposal. All addenda issued shall become part of the contract documents and must be acknowledged as received on submitted document.

4. METHOD OF AWARD

Evaluation will be based on the criteria stated in the RFP. The best proposal submitted by a responsible offeror will be negotiated with the Owner. If proposal amounts exceed the available funds to finance the contract, the Owner may reject all proposals or may award the contract on a negotiated proposal with deductible alternates applied in numerical order in which they are listed on the Form of Proposal, as produces a net amount, which is within the available funds.

The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve the interests of the Owner.

5. FUNDING OUT CLAUSE

In the event of a disaster, the City may elect to remove debris with City forces, to activate a contract resulting from this RFP or contract separately for debris removal. Funding sources will be identified when the contract is activated and will likely include FEMA, TDEM, and City funds.

The Owner warrants that funds are available to pay for this contract until the end of its current fiscal year and warrants funds will be requested to make payment in each appropriation period from now until the end of the last renewable option year. However, if funds are not made available after such request, then the Owner may terminate this agreement with thirty (30) days written notice.

6. QUALIFICATIONS OF OFFEROR

At the time of the opening of proposals, each offeror will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument, or document shall in no way relieve any offeror from any obligation in respect of his proposal.

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

7. **CONDITIONS OF WORK**

At the time of the opening of proposals, each offeror will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument, or document shall in no way relieve any offeror from any obligation in respect of his proposal.

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

8. **LAWS AND REGULATIONS**

The offeror's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. **SUBCONTRACTS**

The offeror is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

10. **SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the Contractor(s) shall:

- (1) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).
- (2) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

11. **CONFLICT OF INTEREST**

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has a business relationship (as defined by Section 176.001(1-a)) with the local government entity, shall file a completed conflict of interest questionnaire with the City Secretary within seven (7) business days after the latter of:

- (1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or
- (2) the date the person becomes aware of facts that require the statement to be filed.

The Conflict of Interest Questionnaire (Form CIQ) is available from the City of Alvin or from

the Texas Ethics Commission at www.ethics.state.us. Completed conflict of interest forms may be mailed or delivered to the office of City Secretary, 216 West Sealy, Alvin, Texas 77511. Please consult your own legal advisor if you have questions regarding the statute or this form.

12. SUPPLEMENTAL INFORMATION

- (a) All prices to be F.O.B., Destination, City of Alvin, Texas 77511.
- (b) The City of Alvin is exempt from all taxes in the State of Texas, including sales tax. A tax-exempt form will be provided upon request.
- (c) Use of brand names in specifications is descriptive and not restrictive, and any product of equal quality will be considered.
- (d) All exceptions to the specifications and/or brand names must be so stated on the proposal.
- (e) It is requested that vendors electing not to offer a proposal, submit a **“NO RESPONSE”** in order to remain on the bidder’s list.

SUPPLEMENTAL GENERAL CONDITIONS

1. **Services:** Contractor must review the Scope of Services attached hereto as Exhibit "A" and provide support for the fact that it has sufficient experience and expertise as is necessary to ensure that all charges incurred by the Owner with respect to Contractor's Services hereunder are eligible for reimbursement by FEMA and/or TDEM. Contractor agrees that it will not charge the Owner for any work or services that are not Eligible Services without prior approval by the City of Alvin City Council, reflected upon in its minutes.

The Contractor's representative and liaison to the Owner during the performance of this Contract shall be _____, whose telephone number is _____. The Owner reserves the right to require replacement of the representative of Contractor if, in the opinion of the Owner, problems or deficiencies with the representative are identified.

2. **Payment to Contractor:**

(a) Contractor shall be paid for the Services rendered and accepted in accordance with the unit prices specified in the Rate Schedule attached hereto as Exhibit "B" for eligible debris. To receive payment under this Contract, Contractor shall submit an invoice to the Owner's Monitor for the debris hauled to each disposal site, which shall be calculated from load tickets that are issued by Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor for the Owner at the disposal facilities. All loads hauled shall be full and well compacted. When a load is delivered, the driver shall provide the Owner's Monitor with the load ticket. The Monitor at the disposal site will rate each load as a % of fully loaded capacity as predetermined through truck or trailer bed measurement by the Monitor.

(b) Contractor shall furnish and pay the cost of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and perform all other work required for the removal of all disaster debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

(c) Contractor acknowledges that the Owner will apply for FEMA and/or TDEM assistance. Therefore, Contractor represents that it will perform all Services hereunder in a manner, time and place so as to insure and be consistent with such reimbursement by those agencies to the Owner. Owner reserves the right to withhold amounts owed to Owner by Contractor from any payments due to Contractor from Owner.

(d) All payments made to the Contractor shall be subject to a five (5%) percent retainage and will be retained for a minimum of ninety (90) days after completion of all contract work to insure against timely completion of the project and/or undiscovered damage to public or private property.

(e) All invoices received from Contractor pursuant to this Contract will be reviewed and approved by Owner designated representative. Contractor acknowledges that all invoices properly submitted to the Owner will be paid within 120 days of said submission if invoice is for eligible debris removal, as identified by FEMA's guidelines, field staff and

validation team.

(f) Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to disaster damage. Further, Contractor shall bill the Owner and be paid only for eligible debris that originates within the City.

(g) The Owner does not guarantee Contractor a specific amount of work under this Contract or a specific amount of compensation hereunder.

(h) Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.

(i) Contractor shall clearly include the words “final invoice” on Contractor’s final billing to the Owner. This statement by Contractor shall constitute Contractor’s certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the Owner and that all such charges are for Eligible Services. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice shall be deemed waived by Contractor.

3. **Inspection by Contractor:** Contractor represents that it has inspected the areas where Debris is to be collected and removed and is familiar with the City roadway system, roadway widths, and other factors that will affect the work to be performed and has not relied on any representation of conditions made by any officer, agent or employee of the Owner. Contractor understands that any information provided by the Owner is meant only to assist the Contractor and Contractor agrees to rely on its own knowledge and investigation and not any assistance provided by Owner. Contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limiting housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

4. **Hours of Work:** Contractor recognizes that, at the time this Request for Proposals was prepared, the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise directed by the Owner’s designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk. Contractor shall devote such time, attention and resources to the performance of Contractor’s services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a load ticket may be written for a full load only.

5. **Local Preference:** In choosing materials related to its services under this Contract, the Contractor shall give preference to materials grown, produced, prepared, made or manufactured in the State of Texas. Contractor will make every effort to utilize and employ local subcontractors, equipment rental, supplies and other locally available resources. For purposes of this project, local shall be defined to mean the jurisdictional boundaries of the Owner.

6. **Time of the Essence:**

(a) Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of this Contract.

(b) Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and commence the performance of services under this Contract no later than seventy-two (72) hours after execution hereof.

(c) Contractor agrees to work diligently to complete this Contract by at the earliest possible date; however, in no event shall the time period for Completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless Owner initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

(d) Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.

7. **Progress Milestones:** Contractor is capable of removal of the following quantities of debris within the following time frames:

(a) Within thirty (30) days 50% of total cubic yards will be picked up

(b) Within sixty (60) days 75% of total cubic yards will be picked up

(c) Within ninety (90) days 100% of all debris will be picked up and hauled off

8. **Liability and Indemnity:**

(a) Contractor agrees that he shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the Owner's designated representative as soon as possible.

(b) Contractor agrees to indemnify and save harmless the Owner, its officers, agents, monitors, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the

Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

9. **Liability Insurance:** The Contractor agrees to and shall procure and maintain during the duration of this Contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name as additional insured, waive and hold harmless the Owner and the Monitor. Contractor's failure to maintain the required insurance coverage at any time during the Contract period may be grounds for the City to suspend the Contract and for the city to withhold payment until insurance coverage is satisfactory. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of the Best's Key Rating Guide, Property-Casualty United States. Certificates of Insurance shall be filed with the Owner and shall list the Owner and Monitor as additional insured. Include waiver of subrogation in the favor of the City of Alvin. All liability insurance must contain contractual action over claims cause; Insurance shall be written with limits of liability of not less than the following:
 - (a) \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with umbrella coverage of \$4,000,000.
 - (b) \$1,000,000 primary limit for all property damage, with umbrella coverage of \$4,000,000.
10. **Workers Compensation Insurance:** Contractor shall provide Workers Compensation Insurance and maintain at its expense during the term of this Contract, in accordance with workers compensation laws of the state, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this contract are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's workers compensation coverage.
11. **Performance Bonds:** Prior to beginning work, Contractor agrees to provide the Owner with performance bond payable to, in favor of, or for the protection of the Owner for the work to be performed under this Contract in an amount not less than the estimated contract amount, unconditioned for the full and faithful performance of this Contract. All insurance

or bonds required under the terms of this Contract and General Conditions shall be issued by a company licensed to do business in the State of Texas.

12. **Payment Bond:** Prior to beginning work, Contractor agrees to provide the Owner with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount.
13. **Subcontractor:** All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions of its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of this Contract and with any applicable local, State or federal laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The Owner reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by this Contract, and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion, Contractor shall promptly replace such subcontractor, subject to the Owner's approval of the new subcontractor.
14. **Independent Contractor:** At all times and under all conditions, Contractor shall continue to be an independent Contractor and shall not represent itself in any way as an agent of the Owner. As independent contractors, Contractor and all sub-contractors are not entitled to any City employment benefits.
15. **Federal Modifications:** This Contract and all attachments hereto are subject to modifications as FEMA and TDEM may require.
16. **Termination:** Contractor may terminate this Contract upon sixty (60) days written notice to the Owner, provided, however, that during such sixty (60) days (or until earlier release by the Owner), Contractor shall continue to diligently perform all of its duties hereunder. The Owner may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. If this Contract is terminated by the Owner with written notice to Contractor, the Contractor shall be paid for the eligible work performed to the time of termination. The termination of this Contract by the Owner for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the Owner shall be liable only for goods or services then delivered by Contractor and accepted by the Owner. Such termination shall be effective as of the date and time designated by the Owner.

This Contract shall be deemed to have been completed in accordance with its terms when the Owner notifies Contractor that all Debris has been removed to the satisfaction of the Owner.

17. **Personnel:** Contractor represents and warrants to the Owner that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the Owner or to have any contractual relationship with the Owner. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or substitutions in Contractor's key personnel must be approved in advance by the Owner. Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless or otherwise objectionable. Provide in the Contractor's Technical Proposal, the number of personnel that will be secured to provide the services described herein broken into categories of job titles.
18. **Safety:**
- (a) Contractor understands and acknowledges that it will be working in congested areas. Contractor shall employ flag men and other necessary measures to protect the public and shall be fully responsible for implementing safety measures in performing its work under this Contract. Contractor will provide necessary traffic control measures. Traffic control shall comply with Manual on Uniform Traffic Control Devices (MUTCD).
 - (b) Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the Owner.
 - (c) Contractor shall employ and utilize sufficient manpower and equipment to assure that work zone safety is in keeping with all requirements established by the Federal Highway Administration's Manual for Work Zone Safety. The Owner reserves the right to curtail work efforts until unsafe practices are corrected. Contractor shall present to the Owner, within 48 hours of the execution of this Contract, a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to employees or other persons associated with or in proximity to work zones. It shall be the responsibility of Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable federal, State, and local laws and regulations regarding the use of such vehicles and equipment on public roadways.
19. **Federal and State Taxation:** Contractor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to work performed under or contemplated by this Contract and all other applicable taxes.
20. **Successors and Assigns:** This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the Owner, which consent may be withheld at the sole and absolute discretion of the Owner. No provision hereof shall be

deemed to create any personal liability on the part of any officer, agent, or Monitor for the Owner, nor shall this Contract be deemed to create any rights or benefits to any person other than the Owner or Contractor.

21. **Progress Reports:** Contractor shall provide progress reports to the Owner on a weekly basis or more frequently as requested by the Owner. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Contractor.
22. **Default:** Either party shall be in default hereunder upon the failure to perform any material provision hereof. In the event of a default by the Owner, Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State. In the event of a default by Contractor, the Owner shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of Texas.
23. **Credit:** Contractor shall not pledge the Owner's credit or make the Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.
24. **Performance:** Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the Owner, Such performance by Contractor shall be in compliance with all applicable local, State and federal laws and regulations.
25. **Disclosure and Ownership of Documents:** Contractor shall deliver to the Owner or its designated representative for approval and acceptance, prior to the Owner's final payment hereunder, all documents and material prepared and/or utilized by Contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the Owner, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the Owner's prior written consent, unless otherwise required by lawful court order, after a hearing at which the Owner is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the Owner's expense shall be and remain the Owner's sole property and may be reproduced at the discretion of the Owner. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.
26. **Access and Audits:** Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following completion of this Contract. The Owner and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of this Contract. This

information shall be made accessible at Contractor's local place of business in the City, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the City, it shall be Contractor's responsibility to ensure that all required records are provided to the Owner at Contractor's expense.

27. **Nondiscrimination:** Contractor represents and warrants that all of its employees are and shall be treated equally during employment by Contractor without regard to race, color, religion, physical handicap, sex, age or national origin.
28. **Entire Agreement:** This Contract constitutes the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted from, modified, superseded or otherwise changed, except by written instrument executed by the parties hereto.
29. **Severability:** If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
30. **Modifications of Work:** The Owner reserves the right to make changes in the Services, including alterations, reductions or additions thereto. Upon receipt by Contractor of the Owner's notification of a contemplated change, Contractor shall (a) if requested by the Owner, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the Owner of any estimated change in the completion date, and (3) advise the Owner in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the Owner instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the Owner's decision to proceed with the change. If the Owner elects to make the change, the Owner shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.
31. **Non-Exclusive Contract:** This Contract shall be non-exclusive and the Owner may procure the services contemplated hereby from other sources at the Owner's discretion.
32. **DISPUTE RESOLUTION, METHODS AND PROCEDURES:** The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and Judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work in respect of changes in the Contract Price or Contract Times will be referred initially to the ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute, or other matter will be delivered by the claimant to the other party of the Agreement promptly (but in no event later than thirty [30] days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to the ENGINEER and the other party within forty-five (45) days after start of such occurrence or event unless the ENGINEER allows an additional period of time for

the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to the Director of Public Services and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the ENGINEER allows additional time). The ENGINEER will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The ENGINEER'S rendering of a formal decision shall be a condition precedent to further dispute resolution actions.

The General process for dispute resolution shall be:

- The Public Services Director with legal consultation renders a decision
- Senior representatives meet to resolve further dispute
- Mediation

CONFERENCE BETWEEN SENIOR REPRESENTATIVES:

Subsequent to the decision by the ENGINEER, the disputing party shall give the other party written notice of appeal of the dispute including the ENGINEER. Within ten (10) days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the executive officers who will represent that party. The executive officers shall meet at a mutually acceptable time and place within twenty (20) days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

MEDIATION:

If the controversy or claim has not been resolved within thirty (30) days of the meeting of the Senior Representatives, the parties agree to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation currently in effect. The request may be made concurrently with the filing of a demand for litigation, but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties. Request for mediation shall be filed in writing with the other party to the Contract and with the American Mediation Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

For any controversy or claim to mediation under the terms of this contract in which no party's total disclosed claim or counter-claim exceeds \$75,000, exclusive of interest, the parties shall participate in mediation under the Fast Track Procedures as set forth in the Construction Industry Mediation Rules of the American Arbitration Association.

Where no party's claim exceeds \$10,000, exclusive of interest, and in other cases where the parties agree, the dispute shall be resolved by submission of documents, as provided

for in Rule F-9 of the Fast-Track Procedures of the Construction Industry Mediations Rules of the American Arbitration Association.

LIMITATION ON CONSOLIDATION OR JOINDER:

No mediation arising out of or relating to the Contract shall include, by consolidation or joinder or any other manner, the ENGINEER, the ENGINEER'S employees or consultants, except by written consent containing specific reference to the Agreement and signed by the ENGINEER, OWNER, CONTRACTOR or any other person or entity sought to be joined. No mediation shall include, by consolidation or joinder or any other manner, parties other than the OWNER, CONTRACTOR and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in mediation. No person or entity other than the OWNER, CONTRACTOR shall be included as an original third party or additional third party to a mediation whose interest or responsibility is insubstantial. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of a Claim not described therein or with a person or entity not described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

CLAIMS AND TIMELY ASSERTION OF CLAIMS:

The party filing a notice to demand for mediation must assert in the demand all Claims then known to that party on which mediation is permitted to be demanded.

JUDGMENT ON FINAL AWARD:

The award rendered by the mediator or mediators and agreed to by the parties of the Agreement shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

NON-JURY TRIAL:

Any claims disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth above shall be resolved through litigation. The parties stipulate that venue for any such proceedings shall be in the district courts Harris County, Texas. In the event the parties are forced to litigate their disputes, owner and contractor agree to each waive their right to a trial by jury and further agree that the judge shall be the sole finder of fact and rule on the law of the case, without a jury.

This Contract shall be construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of laws.

33. **Laws and Regulations:** All applicable Federal and State laws, Municipal and County ordinances, and the rules and regulations of FEMA, TDEM and all other authorized agencies and entities having jurisdiction over any part of this Contract shall apply to this Contract, and this Contract shall be interpreted in a manner consistent with all such laws, ordinances, rules and regulations.
34. **Monitoring of Contract for Debris Removal:** The Owner shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance,

which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, twenty-four (24) hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort.

The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described below or approved equivalent. The tower shall be of sound construction and of scaffolding. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4 foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. Steps shall provide access with a handrail. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of a monitor to view and grade loads. FEMA, TDEM, and the Owner may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

35. **Environmental Concerns:** Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.
36. **Contract Language:** Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.
37. **Incorporation of Contract Documents:** The Contract between Owner and Contractor shall consist of this document and all exhibits referenced herein, the Request for Proposal and the Contractors' Response to the Request for Proposal. If the documents are in conflict, the order of precedence shall be as follows: Non-Exclusive Contract for Clean-Up of Debris Generated by Future Disasters with Exhibits, Request for Proposals for Non-Exclusive Contract with Exhibits, then the Contractor's Response to the Request for Proposals.
38. **Award of Contract:** The Owner reserves the right to award contracts to multiple companies. The Owner reserves the right to delete from the Scope individual proposal items from the Contract at any time following the award of the Contract to the successful proposer, while requiring the Contractor to continue to remove other awarded proposal items. The Owner reserves the right to award portions of work to separate contractors. One Contractor may be awarded any one (or more) individual proposal items within the Scope.

This is a request for proposals and not an offer. The Owner reserves the right to reject all proposals. The Owner further reiterates that this is a non-exclusive contract and that it may award the total project to multiple contractors by task, by region or zone, or by any other divisions the Owner may determine are in its best interest.

EXHIBIT "A"

Scope of Services

The primary purpose of this scope of work is to maintain the public health, safety, and well being of the City during the response to an emergency situation, as well as to restore the public areas of the City to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. Debris removal from private property may be added to this contract.

The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage. Direction by the Owner in this proposal shall also mean direction by the Monitor.

Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by an Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

1. Removal and Hauling Vegetative Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) within the City of Alvin, as designated by the City. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Contractor under pay items 10 and 11 below and placed on public property or ROW. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

The Contractor shall remove, haul, and dispose all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed at the debris removal cost per cubic yard. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the

ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

2. Site Management and Reduction of Vegetative Debris by Grinding:

The Contractor shall manage one or more DMS sites designated by the Owner and shall reduce eligible vegetative debris by grinding. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the Texas Commission on Environmental Quality (TCEQ) prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3. Site Management and Reduction of Vegetative Debris by Burning:

The Contractor shall manage one or more DMS sites designated by the Owner and shall reduce eligible vegetative debris by air curtain burning. All debris burning must utilize an air curtain incinerator designed and operated to minimize release of pollutants. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the TCEQ prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

4. Loading and Hauling of Vegetative Debris Reduced by Grinding:

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Owner. The designated disposal site will be either the _____ Landfill or the _____ Landfill. The _____ Landfill is located at _____, Texas, _____, _____, and is owned by _____ of Texas.

The _____ Landfill is located at _____, _____, Texas _____, and is owned by _____, Inc.

The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

5. Loading and Hauling of Vegetative Debris Reduced by Burning:

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by the Owner. The designated disposal site will be either the _____ Landfill or the _____ Landfill, as described above. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

6. Disposal of Vegetative Debris Reduced by Grinding:

Contractor shall dispose reduced (by grinding) vegetative debris at a final disposal site as directed by the Owner. The designated disposal site will be either the _____ Landfill or the _____ Landfill, as described above. The Contractor may be required to dispose eligible reduced debris delivered to the landfill by the Contractor, the Owner, or others, as directed by the Owner or Monitor. Disposal shall comply with all federal, state, and local laws and regulations. This pay item does not include loading or hauling. Payment under this pay item shall be based on a per cubic yard quantity.

7. Disposal of Vegetative Debris Reduced by Burning:

Contractor shall dispose reduced (by burning) vegetative debris at a final disposal site as directed by the Owner. The designated disposal site will be either the _____ Landfill or the _____ Landfill, as described above. The Contractor may be required to dispose eligible reduced debris delivered to the landfill by the Contractor, the Owner, or others, as directed by the Owner or Monitor. Disposal shall comply with all federal, state, and local laws and regulations. This pay item does not include loading or hauling. Payment under this pay item shall be based on a per cubic yard quantity.

8. Removal and Hauling of C&D Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Contractor shall deliver C&D Debris to a final disposal site approved by the TCEQ, as directed by the OWNER. This will be either the _____ Landfill or _____ Landfill as described above. The Contractor may at his option, store C&D Debris at a temporary Debris Management Site (DMS) designated by the City in order to improve turn around time and avoid landfill congestion. No separate payment will be made for storage, management or re-hauling of C&D Debris.

Additionally, the Contractor may be required to pick up and remove C&D Debris located at DMS sites operated by others, as directed by the Owner or Monitor, for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

9. Disposal of C&D Debris:

As directed by the Owner or Monitor, the Contractor shall accomplish the disposal of all eligible C&D Debris delivered to the landfill by the CONTRACTOR, the OWNER, or others. Contractor shall disposal C&D Debris at the final disposal site approved by the TCEQ and as directed by the

OWNER. This will be either the _____ Landfill or _____ Landfill as described above. The Contractor shall pay all tipping and disposal fees. The Contractor may be required to pick up and remove disaster related C&D Debris transported from DMS sites as directed by the Owner or Monitor for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

10. Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under pay item 1 above.

11. Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than fifty (50%) percent of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item 1 above.

If more than fifty (50%) percent of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than fifty (50%) percent of the root ball exposed shall be cut flush with the ground. The cost of root ball removal, all fill material and placement shall be an incidental to the hazardous tree removal cost and will not be eligible for separate payment.

12. Asbestos Containing Material (ACM):

In addition to debris removal from public property and ROW, Contractor shall be fully responsible for demolition, debris removal, transportation, and disposal of ACM debris. The Contractor shall comply with TCEQ and EPA requirements for ACM loading, hauling, and disposal requirements at a location approved by TCEQ and the City.

The Contractor will deliver the ACM material to a NESHAP approved landfill for the disposal of ACM. The _____ Landfill is currently accepting ACM. All disposal costs will be the responsibility of the Contractor. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed under this Contract. Payment under this item will be per cubic yard.

13. White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon shall not be released during the removal, hauling, or recycling. Payment under this item will be per each.

14. Electronics Waste:

The Contractor shall removal, haul, and recycle (or dispose if necessary) electronics waste (e-waste) from public property and ROW. Payment under this item will be per cubic yard.

15. Portland Cement Concrete:

The Contractor shall load, haul, and dispose of Portland Cement Concrete material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. Payment under this item will be per cubic yard.

16. Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, appliances, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C/D debris and load and transport the HHW to a collection site identified by the Owner. The HHW will be segregated in the field and hauled in concentrated loads. Payment under this item will be per cubic yard.

17. Lawnmowers and Equipment with Small Engines:

The Contractor shall removal, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. Payment under this item will be per each.

18. Abandoned Tires:

The Contractor shall removal and transport abandoned tires from public property and ROW. The Contractor will segregate these items from vegetative and C/D debris and load and transport the tires to a collection site within the City of Alvin, as identified by the City. The tires will be segregated in the field and hauled in concentrated loads. Payment under this item will be per cubic yard.

19. Priority of Work Areas:

The Owner will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a geographic area or type of debris. The Owner may choose to reassign areas at any time for any reason. The Contractor shall remove all Debris and leave the site from which the Eligible Debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, etc., generally one-half cubic foot or less that is not picked up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Owner or its agent. **Contractor will not be allowed to “cherry pick” debris.**

20. Debris Ownership and Hauling Responsibilities:

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. Notwithstanding the above, the Contractor will be responsible for all documentation related to the collection and disposing of the debris for FEMA and TDEM reimbursement purposes.

21. Debris Disposal:

(a) The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. Final disposal locations will be at TCEQ approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, State, and Federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the City of Alvin.

(b) If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per TCEQ criteria. Acceptance of proper closure by TCEQ must be documented by the Contractor prior to final payment under this contract.

(c) Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, TDEM or any other Federal, State or local agencies or authorities.

(d) Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

(e) Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

(f) The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

22. Contractor Equipment:

(a) All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all USDOT, TxDOT and safety regulations, and are subject to the approval of the Owner. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pickup any oil spilled from loading or hauling vehicles.

(b) The Contractor shall supply vinyl type placards identifying the City of Alvin, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

(c) The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (DMS) sites to the permanent disposal sites. The listing shall include the following information;

- (1) Truck and/or trailer license number.
- (2) Year, make and color of each truck and/or trailer.
- (3) Cubic yardage capacity of each trailer as measured and recorded by the Monitor

(d) Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.

(e) Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

23. Property Damage:

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every twenty-five (25) work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

EXHIBIT “B”

CONTRACTOR’S PRICE PROPOSAL

Date _____

Proposal of _____ (hereinafter called “Contractor”), authorized to do business under the laws of the State of Texas, proposes to the City of Alvin, Texas, (hereinafter called “Owner”).

Ladies and Gentlemen:

The Contractor, in compliance with your invitation for proposals for:

CITY OF ALVIN DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced bids will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written “Notice to Proceed” of the Owner and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
1.0	REMOVAL AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS TO A DMS WITHIN THE CITY OF ALVIN , including limbs and trees placed on ROW under pay items 10 and 11 below. Validated loads picked up at the designated work zone or right-of-way (right-of-entry/public nuisance property if approved by FEMA) and hauled to a DMS provided by the Owner.	250,000 CY	_____	\$ _____.____	\$ _____.____
2.0	SITE MANAGEMENT AND GRINDING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE OWNER , including site closure to the written satisfaction of the TCEQ. Grinding of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	250,000 CY	_____	\$ _____.____	\$ _____.____
3.0	SITE MANAGEMENT AND AIR CURTAIN BURNING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE OWNER , including site closure to the written satisfaction of the TCEQ. Burning of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	250,000 CY	_____	\$ _____.____	\$ _____.____

4.0	HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE OWNER , either the _____ Landfill or the _____ Landfill. Hauling of eligible debris which has been reduced by the Contractor, Owner, or others, with Owner paying all tipping fees directly.	60,000 CY	_____ _____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.____
5.0	HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE OWNER , either the _____ Landfill or the _____ Landfill. Hauling of eligible debris which has been reduced by the Contractor, Owner, or others, with Owner paying all tipping fees directly.	25,000 CY	_____ _____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.____
6.0	DISPOSAL OF REDUCED (BY GRINDING) ELIGIBLE VEGETATIVE DEBRIS AT A TCEQ APPROVED LANDFILL AS DIRECTED BY THE OWNER , either the _____ Landfill or the _____ Landfill. Disposal of reduced vegetative debris which has been delivered by the Contractor, Owner, or others, with Contractor paying all tipping fees directly.	60,000 CY	_____ _____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.____

7.0	DISPOSAL OF REDUCED (BY BURNING) ELIGIBLE VEGETATIVE DEBRIS AT A TCEQ APPROVED LANDFILL AS DIRECTED BY THE OWNER, either the _____ Landfill or the _____ Landfill. Disposal of reduced vegetative debris which has been delivered by the Contractor, Owner, or others, with Contractor paying all tipping fees directly.	25,000 CY	_____ _____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.____
8.0	REMOVAL OF ELIGIBLE C&D DEBRIS AND HAULING TO A TCEQ APPROVED LANDFILL AS DIRECTED BY THE OWNER, either the _____ Landfill or the _____ Landfill. Validated loads picked up at the designated work zone or right of way (and right of entry/public nuisance property if approved by FEMA) and hauled to a TCEQ approved landfill, with Owner paying all tipping fees directly.	200,000 CY	_____ _____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.____
9.0	DISPOSAL OF C&D DEBRIS AT A TCEQ APPROVED LANDFILL AS DIRECTED BY THE OWNER, either the _____ Landfill or the _____ Landfill. Disposal of eligible C&D debris which has been delivered to the landfill by the Contractor, Owner, or others, with Contractor paying all tipping fees directly.	200,000 CY	_____ _____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.____

10.0	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove hazardous hanging limbs over 2" in diameter from trees over 6" in diameter and place them on public property or ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Payment for hauling, reduction, and/or disposal shall be included in pay item 1 above.	5,000 TREES		\$ _____.____	\$ _____.____
11.1	REMOVAL OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES. The Contractor shall remove hazardous trees over 6" and up to 12" in diameter (24" above ground) and place them on public property or ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Payment for hauling, reduction, and/or disposal shall be included in pay item 1 above.	250 TREES		\$ _____.____	\$ _____.____
11.2	REMOVAL OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES. The Contractor shall remove hazardous trees over 12" and up to 24" in diameter (24" above ground) and place them on public property or ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Payment for hauling, reduction, and/or disposal shall be included in pay item 1 above.	100 TREES		\$ _____.____	\$ _____.____

13.0	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws. The Contractor will handle the units in a manner that will prevent them from discharging remaining refrigerants (Freon) into the atmosphere.	1,000 Each		\$ _____.____	\$ _____.____
14.0	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved by TCEQ to accept such items.	2,000 Each		\$ _____.____	\$ _____.____
15.0	REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of Cement or Concrete material separated by the property owner, as declared eligible by FEMA.	10,000 CY		\$ _____.____	\$ _____.____
16.0	REMOVAL, HAULING, AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the Owner.	1,000 Lbs.		\$ _____.____	\$ _____.____

17.0	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of eligible lawnmowers and equipment with small engines.	500 Each		\$ _____.____	\$ _____.____
18.0	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul eligible abandoned tires to a collection site in the City of Alvin, as designated by the City.	1,000 Each		\$ _____.____	\$ _____.____
SIGNATURE _____ BY _____ TITLE _____ DATE _____			TOTAL BID \$ _____		

INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities listed above are based on a hypothetical disaster which could strike the City of Alvin, Texas. These quantities do not reflect the actual quantities of debris that will be moved as part of this Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

ADDITIONAL SERVICES PROVIDED AT NO COST:

- (a) Training and Assistance - Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- (b) Preliminary Damage Assessment - Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- (c) Mobilization and Demobilization - All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- (d) Mobile Command Unit - The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- (e) Temporary Storage of Documents - the Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- (f) Debris Planning Efforts - the Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- (g) Reporting and Documentation - the Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and TDEM for reimbursement of costs.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

No amount of work is guaranteed under this contract. Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of

debris and established units other material is removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed.

All payments made to the Contractor shall be subject to a five (5%) percent retainage and will be retained for a minimum of ninety (90) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the Owner reserves the right to reject any or all proposals.

Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

All items proposed and installed under this procurement must be new and unused and in undamaged condition.

The City of Alvin is tax exempt and no taxes shall be included in the pricing.

Respondent understands that the Owner reserves the right to reject any or all offers and to waive any informality in the proposal.

The offeror agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business

Name (please print)

Address

Signature

City, State, Zip Code

E-mail

Office Phone

Fax Number

(Seal - if proposal is by corporation)

PROPOSAL REQUIREMENTS & RESPONSE FORMAT

Proposers shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab numeral:

TAB ITEM

1. Provide a cover letter indicating the underlying philosophy of the firm in providing the service. Proposers shall also provide a comprehensive organizational chart. The cover letter and organizational chart shall be limited to one (1) page each.
2. Proposer must demonstrate experience in all aspects of debris management, including recovery, hauling, staging/reduction, disposal, contract management, accounting, and documentations. Include a company profile including the firm name, business address, telephone number, and year established. Describe in detail how services will be provided, including each payment item in the RFP. Include mobilization response time. Proposer shall include a statement that he will meet all program standards as provided for in the Public Works Annex to the Emergency Management Plan. Demonstrate that Proposer is well versed in all aspects of FEMA documentation and project management. Provide a subcontracting plan to include the identity and address of potential local subcontractors.
3. Each Proposer shall submit a written statement describing the experience, organizational structure and “chain of command” of the Proposer’s and subcontractor’s response team and the project management methods that are most appropriate to perform the contract services. The statement must include: historical methods for communicating with team members and local emergency management staff, team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and other appropriate management considerations. The Proposer shall also discuss its staffing and their experience and ability to supervise multiple debris removal crews, and subcontractors. This discussion shall also include the Proposer’s historical project management methods that ensure quality control of the work being performed by the Proposer’s teams, crews and subcontractors.

Proposer shall provide:

- (a) Education, background and experience of Senior Management;
- (b) Professional recognition of Proposer and/or its senior management team;
- (c) The ability of Proposer to reduce and/or prevent the instances of fraud, waste and abuse.

Any reservists, consultants or part-time employees, or sub-contractor employees must be identified as such.

4. Financial Capabilities: Each Proposer shall submit its annual audited financial statements for the past three (3) fiscal years certified by a Certified Public Accountant. The Certified Financial Statements shall include a detailed list of assets, particularly that equipment which is owned or leased by Proposer. Public companies listed on the New York or NASDAQ Stock Exchanges are only required to provide a copy of their latest Annual Report. If the Proposer has been in business for a period of less than three (3) years, the Proposer should submit Certified Financial Statements for the period the Proposer has been

in business plus a detailed business plan in addition to any pertinent information that would allow the evaluation of the sufficiency of financial resources and the ability of the Proposer to successfully perform and finance the services enumerated in the RFP. In lieu of financial statements, Proposer may provide other evidence of its financial capability to mobilize, manage, sustain and finance a multi-million dollar volume of work for a minimum of forty-five (45) days without interference or a slow-down in the work. Proposer must demonstrate bondability with a minimum bonding capacity of \$10 million.

5. References: Include a reference list of at least Five (5) clients to whom the Proposer has provided similar services as prime contractor within the past five years. Two of these projects must involve removal of at least 500,000 cubic yards of debris.

Name of Client: _____

Address: _____

Contact Person: _____

Title: _____

Telephone Number: _____

Email Address: _____

Date(s) of Service: _____

Brief Description of Service(s): _____

Cubic Yards Recovered: _____

Cubic Yards Reduced: _____

Contract Value: _____

6. Environmental Plan: Proposers must provide an Environmental Plan to demonstrate compliance with applicable environmental regulations in the debris removal and reduction process. Proposers shall delineate memberships in professional organizations and possession, knowledge and proposed compliance with DEQ regulations and Certifications, EPA Regulations.
7. The person who shall serve as authorized negotiator for Proposer should Proposer to be selected to negotiate with Owner.
8. Whether Proposer or any employee thereof anticipated being assigned to provide debris removal services has been a defendant in any proceeding involving or arising out of debris removal services within the past five years.
9. Whether or not Proposer has had a contract related to debris removal canceled within the past seven years. If so, state the name and address of the other contracting party and reason.
10. All Proposers must certify that Proposer, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or Texas law.
11. Current Obligations of Proposer, including time schedule and available staff. Proposer shall
12. Provide the quantities of debris to be removed within the following time frames:

- (a) Within thirty (30) days 50% of total cubic yards will be picked up
- (b) Within sixty (60) days 75% of total cubic yards will be picked up
- (c) Within ninety (90) days 100% of all debris will be picked up and hauled off

EVALUATION & CONTRACT AWARD

EVALUATION:

- A. The Owner reserves the right to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Proposer who after evaluation of the criteria stated in Item D is determined to best meets the needs of the Owner. The Owner has the option to:
- (1) Request that Proposer(s) modify their proposal to more fully meet the needs of the Owner or to furnish additional information as may be reasonably required.
 - (2) Process the selection of the successful Proposer without further discussion with or notification to the other Proposers.
 - (3) Waive any irregularity in any proposal, or reject any and all Proposals should it be deemed in the Owner's best interest to do so. The Owner shall be the sole judge of Proposer's qualifications and reserves the right to verify all information submitted by Proposer(s).
- B. In order to initiate action toward making the required determinations, the Owner must have available, from each Proposer who is or may become eligible for an award, certain current information concerning each apparent or prospective eligible Proposer. In many cases it is deemed advisable to conduct investigations of several Proposers concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful Proposer is not eligible to receive an award.
- C. The following criteria will be used by City staff to evaluate the proposals and make a selection:
- 20% References from past projects of similar size and scope,
 - 20% Qualifications and Experience of key staff on similar projects,
 - 20% Knowledge of the City and local emergency management needs, and
 - 40% Cost of Services Offered
- D. Award will be made to one or more Proposers that the Owner determines can accomplish the requirements set forth in the Request for Proposal packet in a manner most advantageous to the Owner, cost and other factors considered or to reject any and all Proposals.

**OFFEROR OBLIGATION
CHECK LIST**

- ☐ Authorized Signature
- ☐ Electronic Version of Submittal
- ☐ Pre-Proposal Meeting Noted, if Applicable
- ☐ Bonds, Cashier's Checks Enclosed, if Applicable
- ☐ Amendment Acknowledged and Enclosed, if Applicable
- ☐ Returned in Marked, Sealed Envelope by Due Date

***Failure to meet these obligations may cause your
proposal to be considered non-responsive***

CITY OF ALVIN

INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor(s), its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Alvin, Texas, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor(s) relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor(s) or anyone directly or indirectly employed by or working as an independent contractor for Contractor(s) or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor(s) expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor(s), shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of Alvin, its Council members, officers, agents and employees and herein provided.

Contractor

Date

Printed Name

Signature

BIDDER'S CORPORATE DECLARATION

(To be filled in if Bidder is a Corporation)

Date: _____, 2021

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

NON-COLLUSION AFIDAVIT
REMOVAL AND DISPOSAL OF FEMA ELIGIBLE DEBRIS
CITY OF ALVIN, TEXAS

(This affidavit must be executed for the proposal to be considered)

STATE OF TEXAS §

§

COUNTY OF BRAZORIA §

_____, being first duly sworn,
(Person)

deposes and says that he is _____
(Sole owner, a partner, president, secretary, etc.)

of _____, the party making the foregoing Proposal;
(Name of Firm)

that such proposal is genuine and not collusive; that said Contractor is not financially interested in, or otherwise affiliated in a business way with any other Contractor on the same contract; that said Contractor has not colluded, conspired, connived, or agreed directly or indirectly, with any Contractor or person, to put in a sham proposal, or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Contractor, or to secure any advantage against the Owner, or any other person or persons interested in the proposed contract; and that all statements contained in said Proposal are true; and further, that such Contractor has not, directly or indirectly submitted his Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Sworn to and subscribed to me this _____ the day of _____, 2021.

Notary Public in and for
_____ County, Texas

My Commission Expires
_____, 20 ____

(SEAL)

PERFORMANCE BOND

RFP #

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto The City of Alvin, Texas, (Owner), in the penal sum of _____ dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2021, to which contract is hereby referred to and made apart hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of the Texas Government Code, Chapter 2253, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.”

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

PERFORMANCE BOND

RFP Debris

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2021.

Principal

Surety

By: _____

By: _____

Title _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent of Surety is:

STATE OF TEXAS

COUNTY OF BRAZORIA

NON-EXCLUSIVE CONTRACT FOR DEBRIS REMOVAL
RESULTING FROM FUTURE DISASTERS

This contract (this "Contract") is made and entered into on the _____ day of _____, 2021, by and between the City of Alvin, Texas (the "Owner") and _____ ("Contractor") authorized to transact business in the State of Texas (the "State").

WHEREAS, the Owner is located in an area subject to a variety of potential disaster, including catastrophic disasters, such as major hurricanes. which may produce huge quantities of debris; and

WHEREAS, the Owner desires to retain the services of Contractor, and Contractor desires to provide services to clean up, remove, separate, reduce and dispose of Debris as defined in the Scope of Services set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper documentation preparation, management and event closure services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the Services and in insuring that all Services qualify for reimbursement under FEMA and TDEM, as hereinafter defined;

WHEREAS, Contractor represents the initial contract shall be for a period of five (5) years from the date of award to December 31, 2026. The City of Alvin further reserves the right, and the Contractor agrees; that the contract may be extended for up to one (1) additional five (5) year term;

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Owner and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the Owner and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

- (1) This Contract;
- (2) All Exhibits, including Exhibit A and Exhibit B; Appendix A
- (3) Notice of Invitation for Proposal;

- (4) Contractor's Qualifications;
- (5) General Conditions;
- (6) Contractor's Bonds;
- (7) Notice of Award;
- (8) Notice to Proceed; and
- (9) Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document's language or terms control:

- (a) Contract, including Exhibit A – Scope of Services, and Exhibit B – Contractor's Proposal, Appendix A – Federal Provisions;
- (b) Duly authorized Change Orders;
- (c) General Conditions;
- (d) Notices, Bonds; and
- (e) Contractor's Qualifications.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

CONTRACTOR

By: _____

Its: _____

CITY OF ALVIN, TEXAS

By: _____

Its: _____

Attest: _____
Dixie Roberts, City Secretary

ATTACHMENT “A”
FEDERAL CONTRACT PROVISIONS – APPENDIX II OF 2 CFR PART 200

The CONTRACTOR agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to Appendix II of 2 C.F.R. Part 200 – Standards, and orders or regulations that are not applicable to the scope of work will not be required of the CONTRACTOR.

**APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Delays and Excused Performance/Force Majeure.

- a. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure.
- b. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of CONTRACTOR, that prevent CONTRACTOR from performing its obligations in this Agreement, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party’s reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party’s failure to perform its obligations under this Agreement.

2. Equal Employment Opportunity.

- a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.
- b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national

origin.

- c. 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.
- d. 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.
- e. 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- f. 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.
- g. CONTRACTOR will include these provisions 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 interest of the United States.

3. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3144, and 3146-3148).

- a. 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").
- b. 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.

- c. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.
- e. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
- f. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- g. The contracts must 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”).
- h. The Act provides that each contractor or sub-recipient 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.
- i. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

- a. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- b. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.
- c. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- e. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Reporting.

Vendor shall allow access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

- a. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.
- b. 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.
- c. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a), and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251- 1387), as amended.

- a. Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Procurement of Recovered Materials** §200.322.

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- b. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **Minority Businesses and Women's Businesses.** As required by CFR Title 2, §200.321 (b)(6), Contractor must take the following affirmative steps in the hiring of any subcontractors:

- 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 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.

CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of CITY'S request. CONTRACTOR hereby certifies the following:

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 any 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. §1352. 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.

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

Signed on this the _____ day of _____ 20____.

By (Printed Name): _____

Signature: _____

Title: _____

City of Alvin
Alvin, Texas 77511

Team Evaluation of Bid for:
Debris Removal Services
Cost Per Unit and Totals

December 8, 2021

Item	Quantity	CT Care		DRC		Crowder Gulf		Ceres		D&J	
		Unit Price	Price Ext	Unit Price	Price Ext	Unit Price	Price Ext	Unit Price	Price Ext	Unit Price	Price Ext
1.0	250,000	\$ 6.90	\$ 1,725,000.00	\$ 8.68	\$ 2,170,000.00	\$ 7.50	\$ 1,875,000.00	\$ 8.68	\$ 2,170,000.00	\$ 7.50	\$ 1,875,000.00
2.0	250,000	\$ 3.60	\$ 900,000.00	\$ 3.24	\$ 810,000.00	\$ 3.50	\$ 875,000.00	\$ 3.25	\$ 812,500.00	\$ 3.00	\$ 750,000.00
3.0	250,000	\$ 2.95	\$ 737,500.00	\$ 1.62	\$ 405,000.00	\$ 2.65	\$ 662,500.00	\$ 2.15	\$ 537,500.00	\$ 3.00	\$ 750,000.00
4.0	60,000	\$ 3.98	\$ 238,800.00	\$ 3.68	\$ 220,800.00	\$ 4.20	\$ 252,000.00	\$ 3.60	\$ 216,000.00	\$ 5.50	\$ 330,000.00
5.0	25,000	\$ 6.98	\$ 174,500.00	\$ 3.68	\$ 92,000.00	\$ 5.95	\$ 148,750.00	\$ 4.00	\$ 100,000.00	\$ 5.50	\$ 137,500.00
6.0	60,000		\$ -		\$ -		\$ -		\$ -		\$ -
7.0	25,000		\$ -		\$ -		\$ -		\$ -		\$ -
8.0	200,000	\$ 7.90	\$ 1,580,000.00	\$ 9.86	\$ 1,972,000.00	\$ 10.95	\$ 2,190,000.00	\$ 8.98	\$ 1,796,000.00	\$ 8.00	\$ 1,600,000.00
9.0	200,000		\$ -		\$ -		\$ -		\$ -		\$ -
10.0	5,000	\$ 78.00	\$ 390,000.00	\$ 82.50	\$ 412,500.00	\$ 80.00	\$ 400,000.00	\$ 89.00	\$ 445,000.00	\$ 65.00	\$ 325,000.00
11.1	250	\$ 48.00	\$ 12,000.00	\$ 45.00	\$ 11,250.00	\$ 60.00	\$ 15,000.00	\$ 65.00	\$ 16,250.00	\$ 125.00	\$ 31,250.00
11.2	100	\$ 148.00	\$ 14,800.00	\$ 175.00	\$ 17,500.00	\$ 150.00	\$ 15,000.00	\$ 175.00	\$ 17,500.00	\$ 250.00	\$ 25,000.00
11.3	50	\$ 298.00	\$ 14,900.00	\$ 350.00	\$ 17,500.00	\$ 250.00	\$ 12,500.00	\$ 200.00	\$ 10,000.00	\$ 350.00	\$ 17,500.00
11.4	10	\$ 398.00	\$ 3,980.00	\$ 495.00	\$ 4,950.00	\$ 350.00	\$ 3,500.00	\$ 250.00	\$ 2,500.00	\$ 400.00	\$ 4,000.00
12.0	10,000	\$ 9.90	\$ 99,000.00	\$ 26.86	\$ 268,600.00	\$ 18.90	\$ 189,000.00	\$ 14.55	\$ 145,500.00	\$ 28.00	\$ 280,000.00
13.0	1,000	\$ 40.00	\$ 40,000.00	\$ 65.00	\$ 65,000.00	\$ 75.00	\$ 75,000.00	\$ 29.00	\$ 29,000.00	\$ 75.00	\$ 75,000.00
14.0	2,000	\$ 35.00	\$ 70,000.00	\$ 10.00	\$ 20,000.00	\$ 35.00	\$ 70,000.00	\$ 19.00	\$ 38,000.00	\$ 10.00	\$ 20,000.00
15.0	10,000	\$ 12.95	\$ 129,500.00	\$ 9.86	\$ 98,600.00	\$ 22.00	\$ 220,000.00	\$ 9.98	\$ 99,800.00	\$ 20.00	\$ 200,000.00
16.0	1,000	\$ 5.00	\$ 5,000.00	\$ 4.95	\$ 4,950.00	\$ 6.95	\$ 6,950.00	\$ 6.98	\$ 6,980.00	\$ 10.00	\$ 10,000.00
17.0	500	\$ 50.00	\$ 25,000.00	\$ 10.00	\$ 5,000.00	\$ 35.00	\$ 17,500.00	\$ 29.00	\$ 14,500.00	\$ 10.00	\$ 5,000.00
18.0	1,000	\$ 10.00	\$ 10,000.00	\$ 8.00	\$ 8,000.00	\$ 12.00	\$ 12,000.00	\$ 8.00	\$ 8,000.00	\$ 10.00	\$ 10,000.00
Totals		\$ 1,165.16	\$ 6,169,980.00	\$ 1,312.93	\$ 6,603,650.00	\$ 1,129.60	\$ 7,039,700.00	\$ 926.17	\$ 6,465,030.00	\$ 1,385.50	\$ 6,445,250.00

City of Alvin
Alvin, Texas 77511

Team Evaluation of Bid for:
Debris Removal Services

December 8, 2021

		CT Care		DRC		Crowder-Gulf		Ceres		D&J	
Dimensions	Co-Efficient	Score	Final	Score	Final	Score	Final	Score	Final	Score	Final
References on Recent Projects of Similar Size & Scope	20%	60	12	50	10	70	14	70	14	60	12
Qualifications & Experience Key Staff on Similar Projects	20%	40	8	70	14	90	18	80	16	60	12
Knowledge of the City and Local Emergency Management	20%	40	8	60	12	100	20	70	14	50	10
Cost of Services Proposed	40%	98	39.2	97	38.8	99	39.6	100	40	96	38.4
TOTAL	100%	238	67.2	277	74.8	359	91.6	320	84	266	72.4

Each dimension was measured on the Likert Scale (1-100). The committee evaluated each bid proposal on the dimensions that were to be evaluated and graded on a consensus basis.

In the interest of giving full credit and opportunity to each vendor, the lowest priced vendor received the best score and all subsequent vendors were rank ordered (by lowest price) in increments of 10

The team consisted of:

Dan Kelinske, Director, Parks and Recreation

Brandon Moody, Director, Public Works

Ron Schmitz, Director, EMS and Emergency Management Coordinator

Todd Arendell, Captain, Police and Assistant Emergency Management Coordinator



AGENDA COMMENTARY

Meeting Date: 12/16/2021

Department: Economic Development

Contact: Dixie Roberts, ACM

Agenda Item: Consider Resolution 21-R-36, confirming and ratifying the appointment of the following members for a term of two (2) years to the Board of Directors for the City of Alvin Reinvestment Zone Number Two, and the Kendall Lakes TIRZ Redevelopment Authority Board for terms expiring December 31, 2021: Position #1 Lindsey Vaughn, Position #3 Alfred Froberg, Position #7 Ron Mercer, and Position #9 Ricky Kubeczka; and reappointing Ricky Kubeczka as the chair of the TIRZ and the Authority Board through December 31, 2022.

Type of Item: ☐ Ordinance ☒ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: The Kendall Lakes Tax Increment Reinvestment Zone (TIRZ) was created in 2005 to assist in the development of Kendall Lakes, a residential, commercial, and industrial area on the north side of the City of Alvin. There is a tax increment that is used for providing the needed infrastructure for the site through the ability of using bond proceeds. The TIRZ Authority and Board have the responsibility to develop policies that ensure good quality development for this site. TIRZ board members serve staggered even and odd year terms. Those positions up for re-appointment are Position #1 held by Lindsey Vaughn, Position #3 held by Alfred Froberg, Position # 7 held by Ron Mercer and Position #9 held by Ricky Kubeczka. All members have consented to continue their service for another two (2) year term. The Chair of both the Board and Authority is Ricky Kubeczka and this position is reappointed each year. Staff recommends the current directors be reappointed in their respective terms that would expire December 31, 2021, and that Ricky Kubeczka be re-appointed as the Chair of both the TIRZ and Authority Boards.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/13/21 SLH

Supporting documents attached:

- Resolution 21-R-36
- List of board members and their terms.

Recommendation: Move to approve Resolution 21-R-36, confirming and ratifying the appointment of the following members for a term of two (2) years to the Board of Directors for the City of Alvin Reinvestment Zone Number Two, and the Kendall Lakes TIRZ Redevelopment Authority Board for terms expiring December 31, 2021: Position #1 Lindsey Vaughn, Position #3 Alfred Froberg, Position #7 Ron Mercer, and Position #9 Ricky Kubeczka; and reappointing Ricky Kubeczka as the chair of the TIRZ and the Authority Board through December 31, 2022.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

RESOLUTION 21-R-36

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE REAPPOINTMENT OF RICKY KUBECZKA AS THE CHAIR THROUGH DECEMBER 31, 2022; POSITION #1 HELD BY LINDSEY VAUGHN, POSITION #3 HELD BY ALFRED FROBERG, POSITION #7 HELD BY RON MERCER, POSITION #9 HELD BY RICKY KUBECZKA OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF ALVIN, TEXAS AND THE KENDALL LAKES TIRZ REDEVELOPMENT AUTHORITY BOARD FOR TERMS EXPIRING DECEMBER 31, 2021; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council adopted Ordinance No. 03-XXX designating a contiguous area within the City of Alvin as Reinvestment Zone Number Two, City of Alvin, Texas (“Zone No. 2”) under the provisions of Chapter 311 of the Texas Tax Code; and

WHEREAS, Ordinance 03-XXX created a Board of Directors for Zone No. 2 with twelve members, eight of such members, being positions One through Eight, to be nominated and appointed by City Council, and four of such members, being positions Nine through Twelve, to be nominated and appointed by other taxing units levying taxes in Zone No. 2, unless such taxing units have not appointed a director by January 15, 2005, which, in such case, the City Council shall be entitled to nominate and appoint members to positions Nine through Twelve; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified persons listed below for appointment to the respective positions and for the respective terms described below; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified person listed in Position Nine, Ricky Kubeczka, to serve as Chair of the Board of Directors for the duration listed below;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. Findings

(a) That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that all the nominees listed in Section 2 are either (i) qualified voters of the City or (ii) at least 18 years of age and own real property in Zone No. 2.

Section 2. Confirmation and Ratification of Appointment to Board of Directors

That the City Council does hereby confirm and ratify the appointment to the Board of Directors of Reinvestment Zone Number Two, City of Alvin, Texas, the duly qualified persons to the positions and terms as follows:

<u>Name and Address</u>	<u>Position</u>	<u>Term Expires</u>
Lindsey Vaughn 1217 South Bend Drive Alvin, Texas 77511	One	December 31, 2023
Alfred Froberg 3601 West Highway 6 Alvin, Texas 77511	Three	December 31, 2023
Ron Mercer 1517 Highland Dr. Alvin, Texas 77511	Seven	December 31, 2023
Ricky Kubeczka P.O. Box 863 Alvin, Texas 77511	Nine	December 31, 2023

Section 3. Appointment of Chair of the Board of Directors

That the City Council does hereby confirm and ratify the appointment of Ricky Kubeczka as the Chair of the Board of Directors of Zone No. 2 and shall serve in such position until December 31, 2022 or until a successor is appointed and qualified.

Section 4. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the 16th day of December 2021.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

Alvin TIRZ 2/ Kendall Lakes Redevelopment Authority

Board of Directors

as of December 2, 2020

Nominator	Director	Board Position	Term Expires
Mayor	POSITION # 1 (Term: 2 Year) Lindsey Vaughn 1217 South Bend Drive Alvin, Texas 77511		12/31/2021
District C	POSITION # 2 (Term: 2 Year) Armando Cespedes 1215 Victory Ln. Alvin, Texas 77511	Asst Secretary	12/31/2022
District A	POSITION # 3 (Term: 2 Year) Alfred Froberg 3601 West Highway 6 Alvin, TX 77511		12/31/2021
District B	POSITION # 4 (Term: 2 Year) Sussie Sutton 758 Dezo Street Alvin, Texas 77511		12/31/2022
At Large 1	POSITION # 5 (Term: 2 Year) Cathy Fontenot 4407 Stansel Drive Alvin, Texas 77511		12/31/2021
District D	POSITION # 6 (Term: 2 Year) Scott Salter 2210 Louise St. Alvin, Texas 77511	Vice-Chair	12/31/2022

Alvin TIRZ 2/ Kendall Lakes Redevelopment Authority

Board of Directors

as of December 2, 2020

Nominator	Director	Board Position	Term Expires
District E	POSITION # 7 (Term: 2 Year) Ron Mercer 1517 Highland Dr. Alvin, Texas 77511		12/31/2021
At Large 2	POSITION # 8 (Term: 2 Year) Tom Stansel 2237 Abingdon Road Alvin, Texas 77511	Secretary	12/31/2022
Developer	POSITION # 9 (Term: 2 Year) Ricky Kubeczka Term: 1 Year P.O. Box 863 Alvin, Texas 77512-0863	Chair	12/31/2021