

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

APRIL 21, 2022

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 droberts@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 of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, APRIL 21, 2022**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATION

A. Crime Victims' Rights Week Proclamation – April 24-30, 2022

4. PUBLIC COMMENT

5. CONSENT AGENDA

A. Consider approval of the April 7, 2022, City Council meeting minutes.

B. Acknowledge receipt of the quarterly Fiscal Year 2022 Capital Improvement Projects Report.

C. Consider an award of bid (B-22-05), Manicured Mowing Services Contract, to LTS Lawncare, for mowing services of select parkland and other City owned property and State Right of Way, in an amount not to exceed \$54,614.22; and authorize the City Manager to sign the agreement upon legal review.

D. Consider an award of Bid (B-22-04) Janitorial Services Provider Contract, to American Janitorial Services LTD, for janitorial services of City owned buildings and park restrooms, in an amount not to exceed \$140,976.00; and authorize the City Manager to sign the agreement upon legal review.

E. Consider Addendum No. 3 for a one (1) year renewal agreement with CTA HVAC, LLC (Clear the Air) as the City's HVAC preventative maintenance and repair services provider for City owned buildings, in an annual amount not to exceed \$46,567.00; and authorize the City Manager to sign the renewal agreement upon legal review.

F. Consider Addendum No. 1 for a one (1) year renewal agreement with LTS Lawncare for manicured mowing services of select City owned and State Right of Way property including

parkland, lift stations, water wells, and various building grounds, in an amount not to exceed \$118,956.64; and authorize the City Manager to sign the agreement upon legal review.

- G. Accept resignation from Planning Commission Board member, Randall Reed.
- H. Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2022 season.

6. OTHER BUSINESS

- A. Consider the letter application by Marwell Petroleum Limited Partnership for a permit to continue operating the Burns #1 Well located off FM2403.
- B. Presentation of the Flock Safety Camera system.
- C. 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. 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 APRIL 18, 2022, at 5:00 P.M.**



A handwritten signature in blue ink, appearing to read "Dixie Roberts", is written over a horizontal line.

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).**



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, the victims' rights movement has resulted in the passage of laws at the local, state, and federal levels that establish essential rights for victims; and

WHEREAS, crime victims' rights acts passed in Texas and at the federal level have provided victims with ways to participate throughout the criminal justice system; and

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that accessible, appropriate, and trauma-informed services are offered to all victim of crimes.

NOW, THEREFORE, I, Paul A. Horn, as Mayor of the City of Alvin and on behalf of the City Council, do hereby proclaim the week of April 24-30, 2022, as

Crime Victims' Rights Week

and that the City of Alvin is committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice and peace.

WITNESS my hand and seal
this 21st day of April 2022.

Paul A. Horn, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY APRIL 7, 2022
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, Richard Garivey, and Chris Vaughn.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Eric Garcia with Grace Christian Center gave the invocation. Council member Castro led the Pledge of Allegiance to the American Flag, and Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Promotion of Officer Matthew Brewer to the Civil Service rank of Corporal/Specialist presented by Robert E. Lee, Police Chief.

In October 2021, Civil Service under Chapter 143 of the Texas Local Government Code became effective and as a result a promotional examination was scheduled and held in January 2022. In order to be eligible for testing officers had to have served, at minimum, 2-years (exclusive of probationary time) at the rank immediately below that being tested for. Those who successfully passed the examination were ranked according to score and were placed on a promotional eligibility list which is valid for 1-year from the date on which the examination was held.

As a result of the retirement of Detective Ruben Solano, after 38 years of service to the City of Alvin, Officer Matthew Brewer is being promoted to fill the Corporal/Specialist position vacated by Detective Solano. Although presentation at council is not required under Civil Service this achievement is a milestone in Officer Brewer's career and as such a public recognition in front of the City Council and our citizens is an exceptional way to honor this dedicated officer.

Chief Lee acknowledge Corporal Specialist Brewer with a certificate of promotion, he was then pinned by his daughter.

Telecommunications Week Proclamation – April 10-16, 2022

Mayor Horn presented Alvin telecommunication officers who were present with a proclamation in honor of Telecommunications Week.

PUBLIC COMMENT

Tim Frisbee, resident of Alvin, addressed City Council about increasing Police Officer pay in the City of Alvin.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the March 1, 2022, City Council workshop meeting minutes.

Consider approval of the March 15, 2022, City Council workshop meeting minutes.

Consider approval of the March 17, 2022, City Council workshop meeting minutes.

Consider approval of the March 17, 2022, City Council meeting minutes.

Consider Ordinance 22-W, amending Chapter 1, General Provisions, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 1-6 Failure to Pay, Section 1-9 Severability of parts of Code, Section 1-10 Violation of promise to appear, and Section 1-11 Culpable mental state, deleting Section 1-7 City Workhouse Established and Section 1-8 Keeper; providing for severability; and setting forth other provisions related thereto.

This Ordinance is amending Chapter 1, General Provisions, of the City of Alvin Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022, Council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The changes in summary are:

- Sec 1-6 – Updated to meet current practice of the community service program
- Sec 1-7 & 1-8 – Delete sections in reference to City Workhouse and Keeper
- Grammatical changes

Consider Ordinance 22-X, amending Chapter 4, Animals and Fowl, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I. In General, Article II. Kennels/Catteries, and Article III. Prohibition of Sales or the Giving Away of Dogs and Cats on Public Property; providing for penalties; providing for severability; and setting forth other provisions related thereto.

This Ordinance is amending Chapter 4, Animals and Fowl, of the City of Alvin Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022, Council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The changes in summary are:

- Sec 4-5 – Updated provisions and processes to allow canines, felines, and ferrets in the City limits
 - Require microchipping (with the exception of assistance animals)
 - Do away with the issuance of City I.D. tags
- Sec 4-17 – Added violation for falsifying documents when surrendering animals.
- Sec 4-30 – Updating definitions
- Sec 4-44 – Adding new Section – Animal Seller Permit
 - Procedures/provisions for the sale of animals in city limits
 - Require seller permit (rabies vaccination) prior to the sale
 - Exempts kennel/catteries
- Grammatical changes throughout

Consider Ordinance 22-Y, amending Chapter 14, Nursing, Care and Rest Homes, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 14-5 Inspections by the Chief of Police and Fire Marshal; providing for severability; and setting forth other provisions related thereto.

This Ordinance is amending Chapter 14, Nursing, Care and Rest Homes, of the City of Alvin Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022, Council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The changes in summary are:

- Sec 14-5 – Removing the requirement that the Chief of Police inspect nursing homes, etc., as this is done by the Fire Marshal

Consider Ordinance 22-Z, amending Chapter 15, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I. In General, Article II. Junked Vehicles, and Article III. Police Reserve Force; providing for penalties; providing for severability; and setting forth other provisions related thereto.

This Ordinance is amending Chapter 15, Offenses and Miscellaneous Provisions, of the City of Alvin Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022, Council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The changes in summary are:

- Section 15-2 and 15-8 – adding an exception for indoor/outdoor gun ranges
- Section 15-9 – Delete Section referring to Houses of Prostitution and other Disorderly Houses; codified under state law
- Section 15-12 – Delete Section referring to public drunkenness; codified under state law
- Section 15-13 – Delete Section referring to Vagrancy
- Grammatical changes

This item was removed from the Consent Agenda by Council member Garivey.

Consider Ordinance 22-AA, deleting Chapter 18, Private Watchmen, of the Code of Ordinances of the City of Alvin, Texas; and setting forth other provisions related thereto.

This Ordinance is amending Chapter 18, Private Watchmen, of the City of Alvin Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022, Council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The changes in summary are:

- Delete entire Chapter referring to Private Watchman, codified under state law; DPS

Consider Ordinance 22-BB, amending Chapter 20, Streets and Sidewalks, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I. In General; providing for severability; and setting forth other provisions related thereto.

This Ordinance is amending Chapter 20, Streets and Sidewalks, of the City of Alvin Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022, Council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The changes in summary are:

- Sec 20-2 – Delete section that prohibits the riding of bicycles on sidewalks. State law governs operation of bicycles.

Consider Ordinance 22-CC, amending Chapter 24, Traffic, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Commercial Motor Vehicles; providing for severability; and setting forth other provisions related thereto.

This Ordinance is amending Chapter 24, Traffic, of the City of Alvin Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022, Council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The changes in summary are:

- Section 24-43 Permits for commercial motor vehicles - Removing state highways from this section, as the City cannot issue permits for state roadways.
- Grammatical changes

This item was removed from the Consent Agenda by Council member Garivey.

Consider Ordinance 22-DD, amending Chapter 26, Wreckers, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I. In General, Article II. Permits,

Article III. Police Authorized Tows, and Article IV. Non-Consent Heavy Duty Tows; providing for penalty; providing for severability; and setting forth other provisions related thereto.

This Ordinance is amending Chapter 26, Wreckers, of the City of Alvin Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022, Council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The changes in summary are:

- *Sec 26-1 – Amending definitions*
- *Sec 26-6 – Adding additional equipment to the equipment requirement list*
- *Sec 26-11-12 – Permit application to be obtained from the City Secretary's Office; amending information required on the application*
- *Sec 26-11-14 – Amending insurance requirements for wreckers*
gross vehicle weight of 26,000 pounds or less
gross vehicle weight of 26,001 pounds or more
- *Sec 26-16, 19 – Permits to follow Fiscal Year*
- *Sec 26-49 – Inspection of wreckers and storage facilities*
- *Sec 26-50 – Wrecker Driver Qualifications*
- *Sec 26-51 – Prohibiting the solicitation of towing business within 200 feet of an accident scene*
- *Sec 26-52 – Choice of wrecker service by driver at accident scene*
- *Sec 26-53-54 – Storage of Vehicles*
- *Sec 26-55 – Authorization to remove illegally parked, abandoned, or disabled vehicles*
- *Grammatical changes*

Consider Ordinance 22-EE, amending Chapter 30 ½, Regulation of Sex Offender Residency, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 30½-2 – Definitions, Section 30½-3 – Sex Offender Residency Prohibition, and Section 30½ - 6 – Penalty; providing for penalties; providing for severability; and setting forth other provisions related thereto.

This Ordinance is amending Chapter 30 ½, Regulation of Sex Offender Residency, of the City of Alvin Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022, Council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The changes in summary are:

- *Sec 30.5-2 – Amending definition of temporary residence.*
- *Sec 30.5-2 – Establishing separate violations*
- *Grammatical changes*

This item was removed from the Consent Agenda by Council member Garivey.

Consider a final plat of Watermark Section 1 (located along the east side of Bypass 35 between House Street and South Street), a subdivision of 40.430 acres of land situated in the B.B.B.&C.R.R. Co. Survey, A-159, and the I.&G.N.R.R. Co. Survey, A-400, City of Alvin, Brazoria County, Texas.

On March 1, 2022, the Engineering Department received the final plat of Watermark Section 1 for review. The property is located along the east side of Bypass 35 between House Street and South Street. This final plat consists of 63 single-family residential lots, 7 reserves, and 2 blocks, and complies with the City of Alvin's Subdivision Ordinance. The City Planning Commission unanimously approved the plat at their meeting on March 15, 2022. The master preliminary plat of Watermark was approved by City Council on October 21, 2021. Staff recommends approval of the plat.

Council member Adame moved to approve the Consent Agenda as amended. Seconded by Council member Vela; motion carried with all members present voting Aye.

OTHER BUSINESS

Consider Ordinance 22-Z, amending Chapter 15, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I. In General, Article II. Junked Vehicles, and Article III. Police Reserve Force; providing for penalties; providing for severability; and setting forth other provisions related thereto.

This item was removed from the Consent Agenda by Council member Garivey.

Council member Garivey requested clarification on the changes being made in Chapter 15. Chief Lee stated that language was added providing an exception for indoor/outdoor gun ranges, deleting sections referring to houses of prostitution, disorderly conduct, and public drunkenness, as these have been codified under state law; and removed the section on vagrancy.

Council member Garivey moved to approve Ordinance 22-Z, amending Chapter 15, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I. In General, Article II. Junked Vehicles, and Article III. Police Reserve Force; providing for penalties; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Castro; motion carried with all members present voting Aye.

Consider Ordinance 22-CC, amending Chapter 24, Traffic, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Commercial Motor Vehicles; providing for severability; and setting forth other provisions related thereto.

This item was removed from the Consent Agenda by Council member Garivey.

Council member Garivey requested clarification on the changes being made to Chapter 24. Chief Lee stated that there were several grammatical changes made and the clause that stated the City could issue permits for state roadways was removed within Section 24-43.

Council member Garivey moved to approve Ordinance 22-CC, amending Chapter 24, Traffic, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Commercial Motor Vehicles; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Adame; motion carried with all members present voting Aye.

Consider Ordinance 22-EE, amending Chapter 30 ½, Regulation of Sex Offender Residency, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 30½-2 – Definitions, Section 30½-3 – Sex Offender Residency Prohibition, and Section 30½ - 6 – Penalty; providing for penalties; providing for severability; and setting forth other provisions related thereto.

This item was removed from the Consent Agenda by Council member Garivey. He asked for clarification on the proposed amendments, specifically Section 30 ½ -3. Chief Lee stated that the changes within Section 30 ½-3 were grammatical in nature.

Council member Garivey moved to approve Ordinance 22-EE, amending Chapter 30 ½, Regulation of Sex Offender Residency, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 30½-2 – Definitions, Section 30½-3 – Sex Offender Residency Prohibition; Section 30½ - 6 – Penalty; providing for penalties; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Presentation and discussion on the West Alvin Thoroughfare Plan formulation, Stormwater Drainage Review, and Water and Wastewater Systems Study conducted by Edminster, Hinshaw, Russ & Associates, Inc. (EHRA).

On March 28, 2021, City Council authorized an agreement with EHRA for professional planning services for the West Alvin area. Planning services included: Thoroughfare Plan formulation, Stormwater Drainage Review, and Water and Wastewater Systems review. Representatives from EHRA will be present to give a presentation before City Council on the findings of this study.

Christopher Brown, with EHRA Planning, presented the report to City Council with explanation. He stated that after City Council had time to review the report that it would then be brought back to City Council to be formally accepted.

Presentation by Belt Harris Pechacek, LLLP, of the City's Annual Comprehensive Financial Report (ACFR) as of September 30, 2021; and acknowledge receipt of the 2021 ACFR.

As required by state statute, an independent audit has been completed by the CPA firm of Belt Harris Pechacek, LLLP, for the fiscal year ending September 30, 2021. At the end of an audit, Generally Accepted Auditing Standards mandate that auditors must express an opinion on the financial records. For FY21, the City received an unmodified opinion from the auditors – which is the highest form of assurance that our financial statements “give a true and fair view” of the City's financial position.

Pursuant to Section 103.003 of the Texas Local Government Code, the annual financial statements, including the auditor's opinion must be filed with the City Secretary within 180 days after the last day of the fiscal year (September 30, 2021). The ACFR, which includes the auditor's opinion, will be presented to the Mayor and City Council, and to the City Secretary for filing.

Ben Cohen, from Belt Harris Pechacek, LLLP, will present the report. Hard copies will be provided at the meeting.

Ben Cohen, from Belt Harris Pechacek, LLLP, presented this item before Council with explanation.

Council member Garivey moved to acknowledge receipt of the Fiscal Year 2021 Annual Comprehensive Financial Report. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider a Development/Chapter 380 Agreement with Binnacle Development LLC to permit the construction of public improvements necessary for the development and operation of the Bayou Point Improvement District No. 1.; and authorize the Mayor to sign said Agreement upon legal review.

On March 4, 2021, Binnacle Development LLC (the Developer) presented information to City Council on the proposed Bayou Point Residential Development – located on the ~ 28-acre tract at the end of Tovrea Street, adjacent to Bill Hasse Elementary. The Developer's plan is to build approximately 120 patio homes, in three phases, with projected home values ranging from \$275,000 - \$325,000.

Phase I:

Floodplain Mitigation

Connection to State Highway 35

Entry Monument & Landscaping

Utilities & Pavement to serve Section 1

Phase II:

Pedestrian Bridge

Utilities & Pavement to serve Section 2

Phase III:

Tovrea Road Improvements

Connection to Hasse Elementary School

Utilities to Serve Section 3

On September 2, 2021, Binnacle Development LLC petitioned the City for the creation of a public improvement district* on the site; and on November 18, 2021, City Council authorized the establishment of the Bayou Point Public Improvement District No. 1 in order for the Developer to provide certain improvements to the property.

This agreement outlines the terms and conditions on which the Developer will construct the improvements on behalf of the City as well as the terms in which the City will reimburse the Developer certain costs from ad valorem taxes and/or assessments collected through the District. Staff recommends approval of this Agreement

* A public improvement district (PID) is a designated area where property owners pay a special assessment for improvements and services within that area. The services must benefit the PID area and are supplemental to services already provided by the city.

Junru Roland, City Manager presented this item before Council with explanation. Representatives from Binnacle Development were present to answer any questions.

Council member Castro moved to approve a Chapter 380 Development Agreement with Binnacle Development LLC to permit the construction of public improvements necessary for the development and operation of the Bayou Point Improvement District No. 1. and authorize the Mayor to sign said Agreement upon legal review. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider a Development Agreement with Brazoria County, Texas, and SMJJ, LLC for Shadow Pond Phase 2, and authorize the City Manager to sign the Agreement upon legal review.

SMJJ, LLC, the Developer, owns a 125.33 tract in the City's ETJ, located on the northwest corner of the intersection of County Road 326 and County Road 160.

On December 2, 2021, the City approved the Plat for Shadow Pond Phase 2. However, pursuant to the requirements of the City's Subdivision Ordinance, the Plat is not allowed to be filed with the Brazoria County Clerk until the construction of all public infrastructure is complete, inspected, and accepted by Brazoria County.

The Developer requested a variance from Brazoria County in accordance with the criteria established in the Brazoria County Subdivision Regulations pertaining to the road construction and bond requirement to both the City of Alvin and Brazoria County, Texas, and the Brazoria County Commissioner's Court granted the Developer's variance request on March 22, 2022.

With this Agreement, the City is conditionally approving the filing of Shadow Pond Phase 2 Plat upon the County Engineering Department providing to the City Engineering Department proof that the Developer has complied with the Brazoria County Construction and Performance Bond requirements set forth in the Brazoria County Subdivision Regulations. The County Engineer must provide to the City Engineer all documentation from the Developer establishing that all requirements have been met.

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

Council member Garivey moved to approve the Development Agreement with Brazoria County, Texas, and SMJJ, LLC for Shadow Pond Phase 2, and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider a change order to Harper Brothers Construction, LLC., for the 54-Inch Eastside Interceptor Project to line the wet well of the Wastewater Treatment Plant lift station in an amount not to exceed \$499,530; and authorize the City Manager to sign the change order.

On December 17, 2020, City Council awarded a bid in the amount of \$16,044,021.84 to Harper Brothers Construction, LLC. for the construction of the 54-Inch Eastside Interceptor Project and approved the issuance of 2019 and 2020 Revenue Bonds to fund the project. Below is the breakdown of the bid award:

Engineer's Project Estimate: \$16,798,645

Contract Amount:	\$ 15,280,020.80 (Base Bid and Alternate Bid Items)
5% Contingency:	\$ 764,001.04
Total Amount:	\$ 16,044,021.84

The 54-Inch Eastside Interceptor Project currently under construction is based on recommendations in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016, and consists of the installation of approximately 16,400 linear feet of 54-inch sanitary sewer trunk main line from Bypass 35 to the existing Wastewater Treatment Facility Plant. This new line replaces the existing fifty plus year old 27-inch and 33-inch sanitary sewer trunk main lines and adds needed capacity to the system. The alternate bid items allow for consolidation of a lift station, include additional pavement replacement along the pipe alignment, and include additional sanitary sewer rehab adjacent to the new line.

In April 2021, as part of the Wastewater Treatment Plant Facility Plan, Freese and Nichols notified City Staff of the deterioration along the interior walls of the wastewater treatment plant lift station wet well. The deterioration consists of exposed concrete aggregate and steel rebar reinforcement along the top of the wet well walls. As a result, Freese & Nichols recommends: the rehabilitation of the Lift Station wet well by repairing the areas of exposed aggregate/rebar and applying an epoxy liner (\$275,750) and 60 days of bypass pumping with pump watch (\$223,780) to divert flow while the lift station is being repaired. The cost of this additional work will come from a combination of cost savings in the project and the 5% contingency.

The work under this change order is scheduled to start in May/June 2022 and has a construction time of 60 calendar days.

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

Council member Garivey moved to approve a change order from Harper Brothers Construction, LLC., for the 54-Ince Eastside Interceptor Project to line the wet well of the Wastewater Treatment Plant lift station in an amount not to exceed \$499,530; and authorize the City Manager to sign the change order upon legal review. Seconded by Council member Adame; motion carried with all members present voting Aye.

Consider Ordinance 22-FF, amending Chapter 23, Taxicabs, of the Code of Ordinances of the City of Alvin, Texas for the purpose of amending Article I. In General, Article II. License to Operate Taxicab Permit, Article III. Driver's Permit; providing for penalties; providing for severability; and setting forth other provision related thereto.

This Ordinance is amending Chapter 23, Taxicabs, of the City of Alvin Code of Ordinances. At the February 3, 2022, City Council meeting a public hearing was called for an application received by a local vendor wanting to conduct taxicab services within the City of Alvin, as required by current ordinance. During this discussion members of City Council asked that staff review this ordinance and amend as necessary so that potential taxi service providers would not have to come before City Council for a public hearing and final authorization to operate a taxi service within the City. With the current use of rideshare companies during this time, this Chapter seems to be a bit antiquated. However, chapter 215 of the Texas Local Government Code requires that local governments regulate taxi services within the city. This is a general cleanup of the ordinance to reflect current practice

Robert E. Lee, Chief of Police, presented this item before Council with explanation. Brief discussion was had on the removal of certain sections of this Chapter which are regulated by the Texas Department of Licensing and Regulations.

Council member Adame moved to approve Ordinance 22-FF, amending Chapter 23, Taxicabs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I. In General, Article II. License to Operate Taxicab Permit, and Article III. Driver's Permit; providing for penalties; providing for severability; and setting forth other provision related thereto. Seconded by Council member Starkey; motion carried with 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.

Council member Garivey requested an item be placed on the upcoming agenda to address Catalytic Converter theft, as it is increasingly becoming an issue, and possible purchase of Flock Safety Camera Systems. Council member Starkey concurred with Council member Garivey that a presentation on this item be placed on the next City Council agenda.

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 April 21, 2022, 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 thanked the City Manager and the Engineering Department for addressing the school pick up and drop off issues had along Mustang Rd that were being caused by the East Side Interceptor project. He also wished Councilman Castro a Happy Birthday.

Council member Vela also wished Council member Castro a Happy Birthday.

Council member Vaughn extended Happy Birthday wishes to Council member Castro and thanked everyone for attending the Alvin Music Festival.

Council member Adame wished a Happy Birthday to his daughter and to Council member Castro.

Council member Starkey wished Happy Birthday to both Castro and Council member Adame's daughter.

EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to: Section 551.074 of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Manager Evaluation.

Mayor Horn adjourned to Executive Session at 8:41 p.m.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting to Open Session at 9:20 p.m. There was no action taken.

ADJOURNMENT

Mayor Horn adjourned the meeting at 9:21 p.m.

PASSED and APPROVED the 21st day of April 2022.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

**Capital Improvement Program
Quarterly Report
April 2022**





FY 2022 Capital Improvement Program Project Schedule - April 2022

PROJECTS:	10/15/21	10/31/21	11/15/21	11/30/21	12/15/21	12/31/21	1/15/22	1/31/22	2/15/22	2/29/2022	3/15/22	3/31/22	4/15/22	4/30/22	5/15/22	5/31/22	6/15/22	6/30/22	7/15/22	7/31/22	8/15/22	8/31/22	9/15/22	9/30/22
1. Moller Road Storm Sewer and Pavement Phase 1	Construction																							
2. Moller Road Storm Sewer and Pavement Phase 2	Design																							
3. FM 528 Extension	Design																							
4. Lift Station 30 Expansion & Hwy. 35 Gravity Mains	Construction																							
5. 54" Eastside Interceptor	Construction																							
6. Northwest/Northeast Basin Sewer Rehab. Project	Construction																							
7. Water Plant #6 Tank Replacement Remaining Work	Bid								Construction															
8. Wayfinding Signs Project	Design														Bid					Construction				
9. Mustang Bayou Bank Repair	Bid								Construction															
10. Hike and Bike Trail Phase III	Design																							
11. Waterline Improvements Phase 3	Design													Bid						Construction				
12. Waterline Improvements Phase 4																	Design							
13. Water Plant #4 Tank Replacement	Design														Bid				Construction					
14. 2021 Asphalt Pavement Project	Bid								Construction															
15. Lift Station 23 Expansion	Design																						Bid	
16. 2021 Wastewater Master Plan Update/Rate Study	Design																							
17. WWTP Facility Plan	Design																							
18. 2021 Concrete Pavement and Drainage Project	Design										Bid							Construction						
19. 2022 Asphalt Pavement Project																							Design	
20. 2022 Concrete Pavement and Drainage Project																							Design	
21. WWTP Critical Improvements																	Design							



Moller Road Storm Sewer and Pavement Improvements Phase 1

Project Number:	1
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund / Bond Funds
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number 1 on the CIP project location map.
Project Description:	This project includes the design of the first of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the third of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Triple B Services started construction of this 410 calendar day project on October 20, 2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000	\$249,932	\$250,000	2018	
<u>CONSTRUCTION</u>	\$1,803,659	\$1,292,299	\$1,800,000	2019	Bond
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$2,053,659	\$1,542,231	\$2,050,000		



Moller Road Storm Sewer and Pavement Improvements Phase 2 (Design)

Project Number:	2
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number 2 on the CIP project location map.
Project Description:	This project includes the design of the second of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the fourth of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Dannenbaum Engineering is completing the final design of the project and a final plan set is anticipated to be ready in April 2022. This project will bid so that construction can start once construction of Moller Road Storm Sewer and Pavement Improvements Phase 1 is complete.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000	\$381,980	\$381,980	2019	Bond
<u>CONSTRUCTION</u>	\$3,550,000		\$3,700,000	2020	Bond
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$3,800,000	\$381,980	\$4,081,980		



FM 528 Extension (Design)

Project Number:	3
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Extension of FM 528 from Gordon Street to Highway 6. Project location identified as number 3 on the CIP project location map.
Project Description:	This project involves the construction of the extension of FM 528 from Gordon Street to Highway 6 along right-of-way that has been acquired in the last ten plus years.
Project Justification:	Completion of this project will help to relieve traffic congestion at the Gordon Street and Highway 6 intersection, as well as, provide a secondary evacuation route over the railroad tracks in the event that the railroad underpass along Highway 6 floods.
Current Status:	TXDOT has this project scheduled to let for construction in 2028. Council approved an Advance Funding Agreement with TXDOT for their review of the plans for the project on 7/16/2020. In June 2021 TXDOT informed HDR that the project drainage would have to be redesigned to include Atlas 14 design parameters and the bridge would have to be redesigned using the inverted tee green ribbon bent caps before they would do a full review of the plans. On August 2, 2021 TXDOT notified HDR that they would accept the aesthetics of the bridge as designed and would not required the inverted tee green ribbon bent caps. In November 2021 HDR received more review comments from TXDOT regarding the need to redesign the roadway/bridge typical section using new criteria for shared use bike/pedestrian pathways. HDR has informed City Staff that they have exhausted the original design budget and that an additional proposal would need to be approved for this design work.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30-35 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,000,000	\$1,186,353.11	\$1,000,000	2018	
<u>CONSTRUCTION</u>	\$15,100,000				
<u>OTHER</u>					
<u>TOTAL:</u>	\$16,100,000	\$1,186,353.11	\$1,000,000		



Lift Station 30 Expansion & HWY 35 Bypass Gravity Mains

Project Number:	4
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Lift Station 30 Expansion and HWY 35 Bypass gravity mains. Project location identified as number 4 on the CIP project location map.
Project Description:	This project includes the expansion of lift station 30 from a firm capacity of 4.61 MGD to a firm pumping capacity of 11.5 MGD. This project includes a new 24 inch force main, and the upsizing of the gravity lines to 36 inches immediately upstream and downstream of lift station 30.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	On April 15, 2021 Council awarded a bid to TLC Construction Contract Services for the construction of this 330 calendar day project. The Preconstruction meeting for the project was held on June 2, 2021 and the Notice to Proceed was issued June 21, 2021. Construction in progress. The estimated completion date for this project is July 2022.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,495,900	\$760,515	\$679,865	2018	Bonds
<u>CONSTRUCTION</u>	\$10,064,900	\$8,833,433	\$10,064,900	2019/2020	Bonds
<u>OTHER</u>					
<u>TOTAL:</u>	\$11,560,800	\$9,593,948	\$10,744,765		



54" Eastside Interceptor

Project Number:	5
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018/2019/2020 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Replacement 54" Eastside Interceptor. Project location identified as number 5 on the CIP project location map.
Project Description:	This project includes the construction of a 54 inch wastewater line from the 35 Bypass to the WWTP. The model showed the existing 27 inch and 33 inch wastewater lines do not have enough capacity to convey existing peak flows to the plant.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Bids were opened on November 17, 2020 and Harper Brothers Construction, LLC was the qualified low bidder. Council awarded the bid in the amount of \$16,044,022 to Harper Brothers at their meeting on December 17, 2020. This is a 540 calendar day project. The Pre-Construction Meeting was held on March 24, 2021 and construction started April 26, 2021. Construction in progress. The estimated completion date for this project is February 2023.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$2,165,300	\$2,076,000	\$2,076,000	2018	Bond
<u>CONSTRUCTION</u>	\$16,399,450	\$16,044,022	\$16,047,130	2019/2020	Bond
<u>OTHER</u>	\$89,865	\$89,865		2019	Bond
<u>TOTAL:</u>	\$18,654,615	\$18,209,887	\$18,123,130		



Northwest and Northeast Sanitary Sewer Basin Rehabilitation Project

Project Number:	6
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Northwest and Northeast Sanitary Sewer Basins in the northern portion of the City.
Project Description:	Utilities Master Plan recommended that a Sanitary Sewer Evaluation Survey be conducted throughout the Northeast and Northwest Basins to identify sources of Inflow and Infiltration. Once sources of I/I are found, the City should address them as required to reduce excess water from entering the wastewater system.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	City Council awarded a bid to Mitchell Contracting, Inc. on September 17, 2020 in the amount of \$540,265. This is a 122 calendar day project. The Notice to Proceed was issued on November 30, 2020. The final inspection for this project was held on July 15, 2021. The contractor completed a portion of the final inspection punch list in December 2021. A second inspection was completed on February 9, 2022 and it was determined that items from the original punch list were still not complete. A meeting with the Contractor is scheduled for April 20, 2022.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$95,300	\$95,200	\$95,300	2018	
<u>CONSTRUCTION</u>	\$855,700	\$540,265	\$850,000	2020	
<u>OTHER</u>					
<u>TOTAL:</u>	\$951,000	\$635,465	\$945,300		



Water Plant #6 Tank Replacement Remaining Work

Project Number:	7
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Water Plant No. 6 Ground Storage Tank Replacement identified as project number 7 on the CIP project location map.
Project Description:	Decommission three existing 0.43 MG ground storage tanks and add new 1.5 MG ground storage tank at Water Plant No. 6
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	The contract with T & C Construction, Ltd. was terminated on 11/9/2020 due to their inability to complete the project. The tank was placed online in December 2020 and the remaining site work was bid on 11/23/2021. The City Council awarded a bid for the remaining work on 1/6/2022 to W.W. Payton Corporation in the amount of \$415,635. Construction is anticipated to start in February 2022 on this 75 calendar day project. The preconstruction meeting was held on 3/1/2022 and the Notice to Proceed to Proceed was issued on 3/3/2022. Construction is in process.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$526,500	\$330,380	\$330,380	2018	Bond
<u>CONSTRUCTION</u>	\$2,632,500	\$2,583,157	\$2,583,157	2018/2022	Bond/Impact Fees
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,159,000	\$2,913,537	\$2,913,537		



Wayfinding Signs Project

Project Number:	8
Project Type:	Wayfinding
Strategic Plan:	Planning for directional movement in the City to key locations.
Funding:	General Fund
Assigned:	Economic Development Coordinator
Project Location:	Corporate City Limits
Project Description:	To develop a wayfinding signage system that will create a uniqueness about Alvin while also improving the economic vitality of lesser known parts of the City that tourists and visitors may not be aware of.
Project Justification:	By implementing wayfinding signage, visitors will be easily directed to key locations creating a more positive experience and it will encourage others to see what the City of Alvin has to offer beyond the visible elements on the main roadways.
Current Status:	Ongoing (03/31/22): Staff is considering relocating the CVB back to the train depot, which would alter a few directional signs. Once determined whether the visitor center will be located at city hall or the train depot, a bid package will be created for fabrication and installation of the signs.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	N/A

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$50,000	\$49,500	\$49,500	2019	
<u>CONSTRUCTION</u>	\$180,500	\$180,500	\$105,500	2020	
<u>OTHER</u>					
<u>TOTAL:</u>	\$230,500	\$230,000	\$155,000		



Mustang Bayou Bank Repair

Project Number:	9
Project Type:	Park / Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	General Fund
Assigned:	City Engineer / Parks Director / City Attorney
Project Location:	Two areas along the bank of Mustang Bayou that washed out during Hurricane Harvey. Project location identified as number 9 on the CIP project location map.
Project Description:	This project includes the design and repair of two locations along Mustang Bayou where the bayou side slope failed due to flood waters from Hurricane Harvey.
Project Justification:	This project is needed to restore the portion of the Hike and Bike Trail that was destroyed due to the side slope failure and to restore the bayou.
Current Status:	City Council awarded the bid to WadeCon, LLC in an amount not to exceed \$519,266 on August 5, 2021. Construction started on the National Oak Park portion of the project on February 21, 2022. The National Oak portion of the project is complete, pending final inspection, and the contractor has mobilized to the Bayou Drive portion of the project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	20 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$156,408	\$156,408	\$156,408	2018	
<u>CONSTRUCTION</u>	\$302,126	\$519,266	\$519,266	2022/FEMA	
<u>OTHER</u>					
<u>TOTAL:</u>	\$458,534	\$675,674	\$675,674		



Hike and Bike Trail Phase III Design

Project Number:	10
Project Type:	Parks
Strategic Plan:	Extending the existing hike and bike trail as a key addition to the Alvin trail system for non-motorized transportation
Funding:	General Fund
Assigned:	Parks and Recreation Director
Project Location:	Identified on the CIP project location map as project number 10 . South Street to Mustang Road within the Corporate City Limits.
Project Description:	Design third phase of the existing Hike and Bike Trail adding approximately 1.6 miles of trail to the existing 1.7 miles.
Project Justification:	Provide non-motorized transportation from downtown Alvin to Alvin Community College.
Current Status:	Kimley/Horn is approximately 95% complete on the final design of the trail.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20+ years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$100,000	\$150,000	\$150,000	2020/2021	
<u>CONSTRUCTION</u>	\$2,756,000				
<u>OTHER</u>					
<u>TOTAL:</u>	\$2,856,000	\$150,000	\$150,000		



Water Line Improvements Phase 3

Project Number:	11
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2020 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project 11 on the CIP project location map.
Project Description:	New 8-inch and 6-inch water lines to connect and replace existing small diameter water lines in the area bounded by House Street, Bayou Drive, South Street, and Gordon Street. In addition replacement of waterline along Foley Street and within an easement from Legion Street to Adoue Street.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering is completing the 100% plans in order to bid the project in May 2022 once the four waterline easements that are required for the project are acquired.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$549,900	\$549,900	\$549,900	2019	Bond
<u>CONSTRUCTION</u>	\$2,728,092		\$2,728,092	2019/2020	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,277,992	\$549,900	\$3,277,992		



Water Line Improvements Phase 4

Project Number:	12
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2022
Funding:	Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project 12 on the CIP project location map.
Project Description:	New 12-inch, 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small diameter water lines in the area bounded by Blum Street, Johnson Street, South Street, and Callaway Drive.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	It is anticipated that design of this project will start in June 2022.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$527,500		\$527,500	2015/2018	Bond
<u>CONSTRUCTION</u>	\$2,645,034		\$2,645,034	2019/2020/2023	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,172,534	\$0	\$3,172,534		



Water Plant #4 Tank Replacement

Project Number:	13
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2021 Water and Sewer Bonds / Impact Fees
Assigned:	City Engineer
Project Location:	Water Plant No. 4 Ground Storage Tank Replacement identified as project number 13 on the CIP project location map.
Project Description:	Decommission the existing 0.21 and 0.43 Million Gallon (MG) steel ground storage tanks and add a new 1.0 MG concrete ground storage tank at Water Plant #4.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering is working on the final design of the project in preparation for a May 2022 bid.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$351,000	\$378,500	\$378,500	2021	Impact Fees
<u>CONSTRUCTION</u>	\$3,800,000		\$3,800,000	2018	ARPA Funds
<u>OTHER</u>					
<u>TOTAL:</u>	\$4,151,000	\$378,500	\$4,178,500		



2021 Asphalt Pavement Project (Contractor)

Project Number:	14
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Windsor Square, Oxford Road, Hurstgreen Lane, and Coventry Lane. Identified as number 14 on the CIP Project Location Map.
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations will be determined based on recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	Council awarded a bid to Texas Materials Group, Inc. at their meeting on 11/18/2021 in the amount of \$1,651,931, for this 120 calendar day project. The Pre-Construction meeting was held on 2/1/2022 and the Notice to Proceed was issued on 2/15/2022. Construction is in process.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$98,000	\$98,000	2021	
<u>CONSTRUCTION</u>	\$1,300,000	\$1,651,931	\$1,651,931	2021/2022	
<u>OTHER</u>		\$35,000	\$35,000	2020	Geo./Topo.
<u>TOTAL:</u>	\$1,300,000	\$1,784,931	\$1,784,931		



Lift Station 23 Expansion Project (design)

Project Number:	15
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan
Funding:	2015 Certificates of Obligation Bond Funds/ 2022 Water and Sewer Revenue Bond
Assigned:	City Engineer
Project Location:	Lift Station 23 Expansion. Project location identified as number 15 on the CIP project location map.
Project Description:	This project includes the expansion of lift station 23 from a firm capacity of 2.02 MGD to a firm pumping capacity of 9.0 MGD and elimination of lift stations 15 and 16. This project includes 7,000 feet of new 24 inch force main along Bypass 35, and the upsizing 14,720 feet of the gravity mains along Steele Rd., N. Gordon, Rice St., and Ave. E 1/2 ranging in size from 15-inch to 30-inch.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	On October 21, 2021 City Council approved a professional services agreement with LJA for the acquisition of 35 easements and 1 fee simple property acquisition that are required for the construction of the project. LJA is currently in negotiations with several property owners to acquire the easements needed for the project. Agreements have been signed on 2 easements so far.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,389,800	\$1,389,800	\$1,389,800	2015	Bond
<u>CONSTRUCTION</u>	\$19,800,000		\$2,248,800	2022	Bond
<u>OTHER- Easement Acquisition</u>	\$150,000	\$151,200	\$151,200	2022	Bond
<u>TOTAL:</u>	\$21,339,800	\$1,541,000	\$3,789,800		



2021 Wastewater Master Plan Update / Utility Rate Study

Project Number:	16
Project Type:	Utility
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	Utility Project Fund
Assigned:	City Engineer / Public Services Director
Project Location:	All areas of the City and ETJ that the Wastewater System serves.
Project Description:	This project will provide an update to the wastewater portion of the City's Utility Master Plan that was done in 2015, provide an evaluation of the City's West-Central/Central Sanitary Sewer Basins, and provide a Water and Wastewater Rate Study (the last one was done in 2016).
Project Justification:	This project is needed in order to evaluate the City's Wastewater System now that projects that were recommended in the 2015 Utility Master Plan are in process or complete.
Current Status:	Council approved a contract with Freese and Nichols for engineering design services at their meeting on January 7, 2021. It is anticipated that design will be complete in 18 months. The kickoff meeting for the project was held on February 3, 2021. Freese presented the proposed projects that were identified in the updated plan to Staff on February 23, 2022 and Staff presented the projects to Council at the March 1, 2022 CIP Workshop. The draft Wastewater Master Plan Report is scheduled to be submitted to Staff in April 2022.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	5-10 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$380,000	\$380,000	\$380,000	2021	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>	\$380,000	\$380,000	\$380,000		



2021 Wastewater Treatment Plant Facility Plan

Project Number:	17
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	Utility Project Fund
Assigned:	City Engineer / Public Services Director
Project Location:	City's Wastewater Treatment Plant. Identified as number 17 on the CIP Project Location Map.
Project Description:	This project will provide an evaluation of the City's Wastewater Treatment Plant and develop a facility plan that will identify improvements that will be required at the plant in the 5-year, 10-year, and 20-year planning periods.
Project Justification:	This project is needed in order to evaluate the City's only wastewater treatment plant now that the two optimization projects (2008 and 2018) are complete.
Current Status:	Council approved a contract with Freese and Nichols for engineering design services at their meeting on January 7, 2021. This evaluation will use wastewater flow projections from the Wastewater Master Plan Update, therefore this plan is time dependent on that plan. The project kickoff meeting was held on February 3, 2021 and the onsite assessment of the WWTP was conducted on March 3, 2021. Preliminary results of the onsite assessment were presented to Staff on April 21, 2021. Flow monitoring results were received May 27, 2021. Staff met with Freese on October 13, 2021 to discuss their preliminary findings. The draft report is expected in April 2022.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$59,914	\$59,914	\$59,914	2021	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>	\$59,914	\$59,914	\$59,914		



2021 Concrete Pavement and Drainage Project

Project Number:	18
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Westfield Drive (Adams Street to Rowan Burton), Perry Lane (Adams Street to Rowan Burton), and Adams Street (portion that runs east-west to Rowan Burton). Project location identified as a number 18 on the CIP Project Location Map.
Project Description:	This project includes the removal and replacement of concrete pavement / curbs, the installation of storm pipe, manholes, inlets, and sidewalks.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	On June 3, 2021 Council approved an engineering services agreement with Adico Consulting Engineers, LLC for the design of the project. Staff reviewed the final plan set and submitted comments to Adico in January 2022. The 100% plan set was received 3/7/2022.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$140,460			
<u>CONSTRUCTION</u>	\$1,584,000		\$1,800,000	2021	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,584,000	\$140,460	\$1,800,000		



2022 Asphalt Pavement Project

Project Number:	19
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Victory Lane from FM 528 to Clifford Street and Clifford Street from Victory Lane to the bridge over the D-4 Ditch. Identified as number 19 on the CIP Project Location Map.
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations were determined based on recommendations from the 2020 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	It is anticipated that design will start in September/October 2022.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$1,500,000		\$1,500,000	2022	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,500,000	\$0	\$1,500,000		



2022 Concrete Pavement and Drainage Project

Project Number:	20
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Hood Street from Sealy Street to South Street. Project location identified as a number 20 on the CIP Project Location Map.
Project Description:	This project includes the removal and replacement of concrete pavement / curbs, the installation of storm pipe, manholes, inlets, and sidewalks.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	It is anticipated that design of this project will start in September / October 2022.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>			\$1,600,000	2022	
<u>OTHER</u>					
<u>TOTAL:</u>	\$0	\$0	\$1,600,000		



Wastewater Treatment Plant Critical Improvements

Project Number:	21
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	FY 2022/2023 Water and Wasterwater Revenue Bonds
Assigned:	City Engineer / Public Services Director
Project Location:	City's Wastewater Treatment Plant. Identified as number 21 on the CIP Project Location Map.
Project Description:	Complete critical WWTP improvements to the influent screen and lift station, grit removal system, a new blower at the aeration basins, erosion control at the clarifiers, two new RAS pumps, valves and flow meters, new tanks and improvements at the chemical building, new gates/valves/guardrails at the aerated sludge holding tank, one new blower, a blower replacement and miscellaneous improvements.
Project Justification:	These critical improvements were noted during the initial inspection of the plant for the 2021 WWTP Facility Plan.
Current Status:	Staff has requested that Freese and Nichols combine the design for these critical improvements with the preliminary design of the WWTP Expansion, a proposal is forthcoming.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	25+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$701,276		\$701,276	2022	Bond
<u>CONSTRUCTION</u>	\$4,079,867		\$4,079,864	2022/2023	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$4,781,143	\$0	\$4,781,140		



AGENDA COMMENTARY

Meeting Date: 4/21/2022

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider an award of Bid (B-22-05), Manicured Mowing Services Agreement, to LTS Lawncare, for mowing services of select parkland and other City owned property and State Right of Way, in an amount not to exceed \$54,614.22; 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: This is the second of two manicured mowing agreements, which continues to provide a cost-effective solution by supplementing lawn maintenance efforts of Parks Department staff.

Staff recommends awarding a Manicured Mowing Agreement from the results of public Bid # B-22-05 to LTS Lawncare in the amount of \$54,614.22 to provide manicured mowing services for the following locations: Hike and Bike Trail (Adoue Street to South Street), Hugh Adams Park, Marina Park, Morgan Park, Pearson Park, and Talmadge Park; two lots located at 3404 Hummingbird and 1409 Talmadge; and four corner areas of the Gordon Street Bridge.

Manicured Mowing Bid# B-22-05 opened on April 12, 2022, and advertised on March 27, 2022, and April 3, 2022.

This agreement is for FY 22-23 which will begin on October 1, 2022 and end on September 30, 2023.

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

Funding Account: 616-8003-00-3260 **Amount:** \$54,614.22 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 4/13/2022 SLH

Supporting documents attached:

- Agreement w/ LTS
- Side by Side bidder comparison
- B-22-05 Manicured Mowing Services

Recommendation: Move to approve award of Bid (B-22-05), Manicured Mowing Services Agreement, to LTS Lawncare, for mowing services of select parkland and other City owned property and State Right of Way, in an amount not to exceed \$54,614.22; 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 ☒

AGREEMENT FOR MANICURED MOWING SERVICES

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

THIS AGREEMENT FOR MANICURED MOWING SERVICES (the “Agreement”) is made and entered into on this 21st day of April, 2022, by and between the CITY OF ALVIN, TEXAS (the “City”), a municipal corporation of the State of Texas, situated in Brazoria County, Texas, and LTS LAWN CARE (the “Contractor”).

WITNESSETH:

WHEREAS, on or about March 27, 2022, and April 3, 2022, the City advertised for bids for manicured mowing services for select City parkland and other City owned property and State Right of Way for Fiscal Year 2022-2023; and

WHEREAS, the Contractor submitted the lowest bid or the bid that will provide the best value for the City; and

WHEREAS, on or about April 21, 2022, the City Council awarded a Manicured Mowing Services bid to the Contractor; and

WHEREAS, this Agreement defines the rights and obligations of the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein the City and the Contractor hereby agree as follows:

I.

SCOPE OF SERVICES

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified in the bid entitled City of Alvin, Texas Manicured Mowing Services, attached hereto as Exhibit “A” and incorporated herein by reference (the “Bid”). Such services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit “A.” Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s), multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

Contractor shall use professionally accepted mowers as determined by location. All curb lines, edges, etc., shall be edged with every mowing. Weed-eating shall be done around all buildings, trees, shrubs, posts, tire stops, etc., with every mowing. Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The contractor shall be held accountable for any damages.

II.

COMPENSATION

2.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of Fifty-Four Thousand Six Hundred Fourteen Dollars and 22/100 (\$54,614.22) for manicured mowing services required hereunder for the fiscal year 2022-2023.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of Fifty-Four Thousand Six Hundred Fourteen Dollars and 22/100 (\$54,614.22), may be renewed by mutual agreement between Contractor and the City at the same rate. If the City requests more than the stated number of mowing and trimming cycles at the locations listed in Exhibit “A,” the City shall pay the per trip charges shown in Exhibit “A,” attached hereto and incorporated herein by reference.

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10th) day of each month for the services rendered in the preceding month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s). The City shall be entitled to any reimbursement from the Contractor for overpayments due to election of equal monthly installments based upon time of contract termination.

2.02 – Allocated Funds.

- (a) The City’s duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of Fifty-Four Thousand Six Hundred Fourteen Dollars and 22/100 (\$54,614.22), to be used to discharge its duties to pay money under this

Agreement (the “Original Allocation”) during the fiscal year 2022-2023. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City’s officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.

- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor’s exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

III.

TERM AND RENEWAL OPTION

This Agreement shall commence on **October 1, 2022** and shall end on **September 30, 2023**. However, upon mutual consent of the parties and approval of the governing body, this Agreement may be extended for an additional three (3) one (1) year extensions, for a total of four (4) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

IV.

TERMINATION

4.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions

of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

4.02 – Without Cause.

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

V. INSURANCE

5.01 – Coverage and Amounts.

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability:

COVERAGE

LIMITS OF LIABILITY

Worker's Compensation

Statutory

Employer's Liability

\$1,000,000 per occurrence

Commercial General Liability
Including Blanket Contractual
Liability

Bodily Injury and Property Damage
Limits of \$1,000,000 each Occurrence
and \$2,000,000 Aggregate

Automobile Liability

Bodily Injury and Property Damage
Combined Single Limit \$1,000,000
Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured Parties.** Each policy must name the Contractor and the City (and the officers, agents, and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days' advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents or employees.
- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

5.02 – Delivery of Policies.

The original of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for

the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days' notice in writing to the Contractor.

VI.

MISCELLANEOUS

6.01 – Independent Contractor.

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the contractor must be legally approved to work in the United States.

6.02 – Subcontractors.

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director, which approval shall not be unreasonably withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. All persons employed by the Contractor must be legally approved to work in the United States.

6.03 – Administration of Agreement.

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

6.04 – Parties in Interest.

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

6.05 – Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

6.06 – Applicable Laws.

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor's services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

6.07 – Licenses and Permits.

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

6.08 – Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: (281) 388-4290

Larry Dietrich
LTS Lawncare
P.O. Box 314
Alvin, Texas 77512
Phone No: (281) 433-2590

6.09 – Captions.

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and,

therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

6.10 – Acceptance and Approvals.

Any acceptance or approval by the City, or its agents or employees shall not constitute, nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

6.11 – Inspections and Audits.

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractor's profits shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

6.12 – Remedies.

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

6.13 – Ambiguities.

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

6.14 – Survival.

The provisions set forth in Section 6.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

6.15 – Entire Agreement.

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 21st day of April 2022.

**CONTRACTOR:
LTS LAWN CARE**

CITY OF ALVIN, TEXAS

BY: _____

BY: _____

Name: _____

Junru Roland

Title: _____

City Manager

ATTEST/SEAL

ATTEST/SEAL

BY: _____

BY: _____

Name: _____

Dixie Roberts

Title: _____

City Secretary

APPROVED AS TO FORM:

BY: _____

Suzanne L. Hanneman

City Attorney

B-22-05 Manicured Mowing Service Bid Submittals					
BID SUBMITTAL # 1 / Texas Ranch Maintenance, LLC					
Section A - Public Parks and Right of Way (ROW)					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	\$ 795.00	39	\$ 31,005.00
2	Morgan Park	1500 W. South St.	\$ 473.00	39	\$ 18,447.00
3	Hugh Adams Park	3502 Mustang Rd.	\$ 157.00	39	\$ 6,123.00
4	Talmadge Park	Talmadge St. @ 6th St.	\$ 180.00	39	\$ 7,020.00
5	Hike and Bike Trail	Adoue St. to South St.	\$ 185.00	39	\$ 7,215.00
6	Right of Way	Gordon St. Bridge	\$ 75.00	39	blank

Section A Total\$ 69,810.00

Section B - Trust Properties					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
7	Trust Property #1	3404 Hummingbird	\$ 60.00	24	\$ 1,440.00
8	Trust Property #2	1409 W. Talmadge	\$ 60.00	24	\$ 1,440.00
9	Marina Park	Behind Bowling Alley	\$ 157.00	24	\$ 3,768.00

Section B Total\$ 6,648.00

GRAND TOTAL\$ 76,458.00

B-22-05 Manicured Mowing Service Bid Submittals					
BID SUBMITTAL # 2 / LTS					
Section A - Public Parks and Right of Way (ROW)					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	\$ 477.50	39	\$ 18,622.55
2	Morgan Park	1500 W. South St.	\$ 238.75	39	\$ 9,311.28
3	Hugh Adams Park	3502 Mustang Rd.	\$ 119.38	39	\$ 4,655.64
5	Talmadge Park	Talmadge St. @ 6th St.	\$ 238.75	39	\$ 9,311.28
6	Hike and Bike Trail	Adoue St. to South St.	\$ 59.69	39	\$ 2,327.82
7	Right of Way	Gordon St. Bridge	\$ 119.38	39	\$ 4,655.64

Section A Total\$ 48,884.20

Section B - Facility Grounds					
Item No.	Name	Address	for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
7	Trust Property #1	3404 Hummingbird	\$ 59.69	24	\$ 1,432.50
8	Trust Property #2	1409 W. Talmadge	\$ 59.69	24	\$ 1,432.50
9	Marina Park	Behind Bowling Alley	\$ 119.38	24	\$ 2,865.01

Section B Total\$ 5,730.01

GRAND TOTAL\$ 54,614.22

B-22-05 Manicured Mowing Service Bid Submittals					
BID SUBMITTAL # 3 / LG's Lawn Service					
Section A - Public Parks and Right of Way (ROW)					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	\$ 600.00	39	\$ 23,400.00
2	Morgan Park	1500 W. South St.	\$ 400.00	39	\$ 15,600.00
3	Hugh Adams Park	3502 Mustang Rd.	\$ 200.00	39	\$ 7,800.00
4	Talmadge Park	Talmadge St. @ 6th St.	\$ 200.00	39	\$ 7,800.00
5	Hike and Bike Trail	Adoue St. to South St.	\$ 500.00	39	\$ 19,500.00
6	Right of Way	Gordon St. Bridge	\$ 100.00	39	\$ 3,900.00

Section A Total \$ 78,000.00

Section B - Trust Properties					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
7	Trust Property #1	3404 Hummingbird	\$ 75.00	24	\$ 1,800.00
8	Trust Property #2	1409 W. Talmadge	\$ 75.00	24	\$ 1,800.00
9	Marina Park	Behind Bowling Alley	\$ 125.00	24	\$ 3,000.00

Section B Total \$ 6,600.00

GRAND TOTAL \$ 84,600.00

B-22-05 Manicured Mowing Service Bid Submittals					
BID SUBMITTAL # 4 / Morton Brothers Inc.					
Section A - Public Parks and Right of Way (ROW)					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	\$ 912.00	39	\$ 35,568.00
2	Morgan Park	1500 W. South St.	\$ 912.00	39	\$ 35,568.00
3	Hugh Adams Park	3502 Mustang Rd.	\$ 912.00	39	\$ 35,568.00
4	Talmadge Park	Talmadge St. @ 6th St.	\$ 912.00	39	\$ 35,568.00
5	Hike and Bike Trail	Adoue St. to South St.	\$ 912.00	39	\$ 35,568.00
6	Right of Way	Gordon St. Bridge	\$ 912.00	39	\$ 35,568.00

Section A Total \$ 213,408.00

Section B - Trust Properties					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
7	Trust Property #1	3404 Hummingbird	\$ 1,482.00	24	\$ 35,568.00
8	Trust Property #2	1409 W. Talmadge	\$ 1,482.00	24	\$ 35,568.00
9	Marina Park	Behind Bowling Alley	\$ 1,482.00	24	\$ 35,568.00

Section B Total \$ 106,704.00

GRAND TOTAL \$ 320,112.00

B-22-05 Manicured Mowing Service Bid Submittals					
BID SUBMITTAL # 5 / Monarch					
Section A - Public Parks and Right of Way (ROW)					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	\$ 1,098.00	39	\$ 42,822.00
2	Morgan Park	1500 W. South St.	\$ 477.00	39	\$ 18,603.00
3	Hugh Adams Park	3502 Mustang Rd.	\$ 60.00	39	\$ 2,340.00
4	Talmadge Park	Talmadge St. @ 6th St.	\$ 107.00	39	\$ 4,173.00
5	Hike and Bike Trail	Adoue St. to South St.	\$ 239.00	39	\$ 9,321.00
6	Right of Way	Gordon St. Bridge	\$ 143.00	39	\$ 5,577.00

Section A Total \$ 82,836.00

Section B - Trust Properties					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
7	Trust Property #1	3404 Hummingbird	\$ 78.00	24	\$ 1,872.00
8	Trust Property #2	1409 W. Talmadge	\$ 78.00	24	\$ 1,872.00
9	Marina Park	Behind Bowling Alley	\$ 252.00	24	\$ 6,048.00

Section B Total \$ 9,792.00

GRAND TOTAL \$ 92,628.00

B-22-05 Manicured Mowing Service Bid Submittals					
BID SUBMITTAL # 6 / Horticare					
Section A - Public Parks and Right of Way (ROW)					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Pearson Park	2200 Westpark Dr.	incl	39	incl
2	Morgan Park	1500 W. South St.	incl	39	incl
3	Hugh Adams Park	3502 Mustang Rd.	incl	39	incl
4	Talmadge Park	Talmadge St. @ 6th St.	incl	39	incl
5	Hike and Bike Trail	Adoue St. to South St.	incl	39	incl
6	Right of Way	Gordon St. Bridge	incl	39	incl

Section A Total \$ 71,674.59

Section B - Trust Properties					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
7	Trust Property #1	3404 Hummingbird	incl	24	incl
8	Trust Property #2	1409 W. Talmadge	incl	24	incl
9	Marina Park	Behind Bowling Alley	incl	24	incl

Section B Total \$ 6,643.53

GRAND TOTAL \$ 78,318.12



**CITY OF ALVIN
NOTICE TO BIDDERS
BID# B-22-05 MANICURED MOWING SERVICES**

The City of Alvin is now accepting sealed bids for **Manicured Mowing Services**. Forms furnished by the City of Alvin may be obtained without deposit from:

City of Alvin
Office of the City Secretary
216 W. Sealy St.
Mon-Thurs. 7:00 a.m. to 6:00 p.m.
Closed Fridays

The complete bid packet may also be downloaded from the City's website at www.alvin-tx.org.

All sealed bids shall be submitted including one marked original and one (1) duplicate on the original forms and clearly marked with bid number, project title, time and date of bid submittal deadline. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at the Office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511 until 2:00 p.m. on Tuesday, April 12, 2022.

No late bids will be considered.

The bids will be opened Tuesday, April 12, 2022, at 2:15 p.m. in the Council Chambers at Alvin City Hall, 216 West Sealy Street, Alvin, Texas.

The City of Alvin reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid deemed to provide the best value for the City.

All inquiries about this bid or specifications must be made to Daniel Kelinske, Director Parks and Recreation, at 281-388-4290 or dlkelinske@cityofalvin.com.

A pre-bid meeting is scheduled via Zoom for Tuesday, April 5, 2022, at 8:00 a.m. All potential bidders are encouraged to attend this pre-bid Zoom meeting.

Meeting ID: 865 8664 3341 Password: 850551

<https://us02web.zoom.us/j/86586643341?pwd=NHIBRHlmdU9ES0cyK3lxUG9LRUp4UT09>

/s/ Dixie Roberts
City Secretary

PUBLISHED: March 27, 2022

April 3, 2022

Bidder Must Fill In & Sign

Name of Firm, Company



Agent's Name

Agent's Title

Mailing Address

City

State

Zip

Telephone

Fax No.

Email address:

AUTHORIZED SIGNATURE

BID TITLE: MANICURED MOWING SERVICES**BID NUMBER: B-22-05****BID SUBMITTAL DATE: April 12, 2022 @ 2:00 P.M.****LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. SERVICES PERFORMED FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** SERVICES OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ITEM	ITEM AND DESCRIPTION			TOTAL
	MANICURED MOWING CONTRACT, per attached Specifications.			
1	SECTION A: Parks and Right of Way			\$ _____
2	SECTION B: Trust Properties			\$ _____
	GRAND TOTAL			\$ _____

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

TERMS AND CONDITIONS

1. The City of Alvin will accept **sealed bids** Monday through Thursday, 7:00 a.m. – 6:00 p.m. Bids must be received by the OFFICE OF THE CITY SECRETARY before the specified hour and date on the Notice to Bidders. The bids will then be publicly opened and read aloud on the date and time specified on the Notice to Bidders.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, project title, time and date of bid submittal deadline.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Alvin reserves the right to revise or amend the specifications prior to date and time set for submittal of bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Alvin must have at **least** five working days notice prior to bid opening date.
6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the OFFICE OF THE CITY SECRETARY and obtain clarification prior to submitting a bid.
7. Bid offered shall be valid for ninety (90) days from opening date.
8. The City of Alvin is exempt from taxes. DO NOT INCLUDE TAX IN BID.
9. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
11. NO substitutions or cancellations permitted without written approval of the City of Alvin.
12. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Alvin reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides services at the best value for the City of Alvin.
13. Purchase order number should be on an original invoice and sent to the City of Alvin, 216 West Sealy St. Alvin, TX 77511. Attn: Parks and Recreation Department.
14. The City of Alvin shall pay for the service within thirty (30) days of receipt of the invoice or as provided by State Law.
15. The City of Alvin reserves the right to terminate this contract for any reason by notifying the Contractor in writing thirty (30) days prior to the termination of this agreement.

MANICURED MOWING SERVICES

BID NUMBER: B-22-05

SCOPE: The City of Alvin seeks competitive bids on Manicured Mowing Services for the City of Alvin. Contractor shall mow, edge, and trim the sites listed in the bid proposal. The purpose of these specifications is to describe the minimum requirements of the City of Alvin for the annual manicured mowing contract.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded to the lowest priced responsible bidder or to the bidder who provides services at the best value for the City of Alvin.

QUALIFICATIONS OF BIDDERS: The Bidder must be capable of performing each of the various items of work bid upon. Each Bidder shall submit with the proposal a statement listing equipment available for the work being bid upon. In determining the best value to the City, the following elements will be considered. Whether the Bidder:

1. Maintains a permanent place of business;
2. Has adequate equipment in good working condition to work properly and expeditiously;
3. Has suitable financial status to meet obligations incidental to work, and upon request, shall be prepared to furnish financial statement; and
4. Has appropriate technical experience.

REFERENCES: Bidder shall provide a list of a minimum of three (3) customers to whom Bidder has performed bid services for the last three (3) years. "Attachment A – References" is attached for Bidder's convenience and shall be returned with the Invitation to bid.

STANDARD OF PERFORMANCE: The contractor shall perform all services under this Agreement in accordance with the standards and codes of the approved regulations by the governing agency.

CHANGES: Proposed facilities and frequency schedules of service are and may be subject to additions and/or deletions. The City of Alvin reserves the right to increase or decrease facilities and frequency schedules of service during the entire term of this contract.

NON-FUNDING CLAUSE: The City of Alvin's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Alvin reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

CONTRACT PERIOD: This is an annual contract for the period of one (1) year, from **October 1, 2022, through September 30, 2023**. This contract may be renewed under the same terms and conditions for up to (3) successive one-year periods for a total of four (4) years, upon the agreement of the parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Invitation to Bid.

Additionally, the Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration

of the initial term or any renewal thereof, for the same compensation as the Bidder was receiving for the services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Bidder for such services. The City of Alvin may terminate extension at any time for any reason without prior notice.

INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE A CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

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

LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Brazoria County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Alvin.

CONTRACT TERMINATION: The City of Alvin reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

CONFLICT OF INTEREST: Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:
www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

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

INVOICE: Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be sent to:

CITY OF ALVIN
ATTN: PARKS AND RECREATION DEPARTMENT
216 WEST SEALY STREET
ALVIN, TX 77511

PAYMENT: The City of Alvin shall pay for services within thirty (30) days of receipt of invoice or as provided by State Law.

CITY REPRESENTATIVE: The City's representative for each section is as follows:

- Parks, Right of Way and Trust Properties- Daniel Kelinske, Parks and Recreation Director

SPECIFICATIONS:
MANICURED MOWING SERVICES
BID B-22-05

REQUIREMENTS:

1. Growth will be cut to a uniformed height range of two (2) to two and a half (2 ½) inches.
2. Contractor will be responsible for damaged landscape/irrigation systems due to overweight equipment.
3. Significant excess grass or trimmings will be mulched or re-cut to improve site appearance. Such excess grass or trimmings will not be sent to a landfill.
4. Contractor shall provide, in advance, to the City Representative a mowing schedule of all upcoming properties scheduled to be mowed.
5. With each invoice for payment, Contractor shall provide the City with a list of dates of when each facility was cut.
6. Mowing will include all mowing, trimming, cutting outside of fenced areas, and ditch areas outside of fences adjacent to facilities.
7. When mowing all properties in Section A, all efforts shall be made to avoid mowing in the evenings, weekends, periods of heavy or scheduled usage and shall be mowed as close as possible PRIOR to all holidays or as directed by City Representative
8. All concrete/hard surface areas shall be left free from debris and any growth penetrating through cracks, expansion joints, etc. shall also be cut at time of the scheduled mowing. Routine herbicide application is permissible and recommended to mitigate this type of growth, used sparingly and routinely. Applicator shall have proper license if applicable.
9. Care shall be given to not transfer seeds from weeds or undesirable grass onto the athletic playing fields located at Pearson and Morgan Park. *(e.g. mowers should be cleaned of debris prior to cutting the athletic fields, surrounding grass should not be discharged toward athletic fields, etc.)*
10. Pruning and/or trimming of shrubs and trees, weeding and turning flowerbed soil/mulch will be conducted quarterly.
11. Trash/Litter. Trash shall not be allowed to be mulched into the ground, rather removed from the ground and within all flowerbeds upon each mowing visit.

FREQUENCY SCHEDULE:

October 1 through March 31: SECTION A, growth will be cut when height reaches four (4) inches or every fourteen (14) days, whichever comes first, or as directed by the City Representative. SECTION B, growth will be cut twice per month but no sooner than every two weeks, or as directed by the City Representative.

April 1 through September 30: SECTION A, growth will be cut when height reaches four (4) inches or every seven (7) days, whichever comes first, or as directed by the City Representative. SECTION B, growth will be cut twice per month but no sooner than every two weeks, or as directed by the City Representative.

Less or more frequent mowing may be required for periods of extreme heat, wet conditions, or unexpected growth cycles or as directed by the City's Representative.

FACILITIES: The areas to be mowed are categorized; names, addresses and exhibits (if any), are listed.

SECTION A Public Parks and ROW

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
1	Pearson Park	2200 Westpark Dr	\$	39	\$
2	Morgan Park	1500 W. South St.	\$	39	\$
3	Hugh Adams Park	3502 Mustang Rd.	\$	39	\$
4	Talmadge Park	Talmadge St. @ 6 th St.	\$	39	\$
5	Hike and Bike Trail	Adoue St. to South St.	\$	39	\$
6	Right of Way	Gordon Street Bridge	\$	39	\$

Section A TOTAL: \$ _____

SECTION B Trust Properties

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
7	Trust Property #1	3404 Hummingbird	\$	24	\$
8	Trust Property #2	1409 W. Talmadge	\$	24	\$
9	Marina Park	Behind Bowling ally	\$	24	\$

Section B TOTAL: \$ _____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

...

- (3) “Non-resident bidder” refers to a person who is not a resident.
- (4) “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

...

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

.

I certify that _____ is a **resident** bidder of Texas
(Company Name)

as defined in Section 2252.001(4), Texas Government Code.

Signature _____

Print Name _____

I certify that _____ is a **non-resident** bidder as
(Company Name)

bidder is defined in Section 2252.001(3), Texas Government Code.

and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

**CITY OF ALVIN
PARKS AND RECREATION DEPARTMENT**

NO BID NOTIFICATION

BID TITLE: _____

BID NUMBER: _____

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF Alvin is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

_____ Do not supply the requested product.

_____ Quantities offered are too small or too large to be supplied by your company.
(Please circle one of the underlined.)

_____ Specifications are "too tight" or written around a particular product.
(Please elaborate on this item.)

_____ Cannot bid against manufacturer or jobber on this item.
(Please circle one of the underlined.)

_____ Time frame for bidding was too short for my organization.

_____ Not awarded a previous contract by the City when you felt you were low bidder.

_____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

If you wish to remain on the City's bid list for this item, please indicate:

_____ I wish to remain. _____ I do not wish to remain.

ATTACHMENT A
REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____



AGENDA COMMENTARY

Meeting Date: 4/21/2022

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider an award of Bid (B-22-04) Janitorial Services Provider Contract, to American Janitorial Services LTD, for janitorial services of City owned buildings and park restrooms, in an amount not to exceed \$140,976.00; 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: Consider awarding a service contract from the results of public bid B-22-04 to American Janitorial Services in the amount of \$140,976.00 to provide janitorial services beginning October 1, 2022 and ending September 30, 2023 for the following locations: *City Hall, Public Services Facility, Library, Senior Citizen Facility, Museum, Convention & Visitors Bureau (Train Depot), National Oak Park Restrooms, Police Department, Alvin Animal Adoption Center, Public Services Facility #2, Recreation Station (Former Fire Station #1), Fire/EMS Station #1, Fire Station #2 & #3. Facilities per request include Portable Restroom, Briscoe, Lions, Pearson, Morgan, Bob Owen Pool restrooms and Alvin Girl Scout House.*

Janitorial Services Contract Bid # B-22-04 opened on April 12, 2022, and advertised on March 27, 2022, and April 3, 2022.

Other bidders included:

1 Stone Solutions	\$155,372.76
M&R's Elite Janitorial Solutions	\$244,380.00
Chano & Sons Inc.	\$243,468.00
KLEEN-TECH	\$264,864.00
Ambassador Services	\$170,346.60

Staff recommends awarding a Janitorial Services agreement to American Janitorial as they continue to provide the best value service to the City of Alvin.

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

Funding Account: 616-8003-00-3270 **Amount:** \$140,976.00 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/13/2022 SLH

Supporting documents attached:

- Agreement w/ American Janitorial
- Notice to Bidders
- Exhibit "A"

Recommendation: Move to approve award of Bid (B-22-04), Janitorial Services Contract to American Janitorial Services LTD, for janitorial services of City owned buildings and park restrooms, in an amount not to exceed \$140,976.00 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 ☒

AGREEMENT FOR JANITORIAL SERVICES

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

THIS AGREEMENT FOR JANITORIAL SERVICES (the “Agreement”) is made and entered into on this 21st day of April, 2022, by and between the CITY OF ALVIN, TEXAS (the “City”), a municipal corporation of the State of Texas, situated in Brazoria County, Texas, and AMERICAN JANITORIAL SERVICES, LTD (the “Contractor”).

WITNESSETH:

WHEREAS, on or about March 27, 2022, and April 3, 2022, the City advertised for bids for janitorial services for City owned buildings and park restrooms; and

WHEREAS, the Contractor submitted the lowest bid or the bid that will provide the best value for the City; and

WHEREAS, on or about April 21, 2022, the City Council awarded a Janitorial Services bid to the Contractor; and

WHEREAS, this Agreement defines the rights and obligations of the parties:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein the City and the Contractor hereby agree as follows:

I.

SCOPE OF SERVICES

Contractor agrees to perform the services and comply with the provisions specified in the Request for Bid Proposal (the “RFP”), a copy of which is attached hereto as Exhibit “A” respectively, and incorporated herein by reference for all purposes. The RFP consists of the Notice to Bidders, Instructions to Bidders, Specifications for Janitorial Services and Bid Cost Submittal Form. The RFP and Bid Proposal comprise a part of this contract as if fully set forth herein and such provisions form a part of this contract. To the extent of a conflict or inconsistency between or among the provisions of this Contract document, the RFP and/or the Bid, the documents shall control in the following order of precedence:

- (1) this Janitorial Services Agreement;

- (2) the RFP;
- (3) the Bid.

Contractors are responsible for inspecting each City facility prior to submitting bids. The square footage measurements of each facility given are approximate.

II.

COMPENSATION

2.01 – Payment Terms.

In Fiscal Year 2022-2023, this Agreement is funded by the City Council, in an annual amount not to exceed One Hundred Forty Thousand Nine Hundred Seventy-Six and No/100 (\$140,976.00) Dollars, and may be renewed by mutual agreement between Contractor and the City at the same rate.

To receive payment, the Contractor shall submit monthly invoices to the City on or before the tenth (10th) day of each month for the services rendered in the preceding month, specifying the services rendered, dates of service, and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s). The City shall be entitled to any reimbursement from the Contractor for overpayments due to election of equal monthly installments based upon time of contract termination.

2.02 – Allocated Funds.

- (a) The City's duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 2.02.
- (b) The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.
- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.

- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

III.

TERM AND RENEWAL OPTION

The terms of this Agreement shall commence on October 1, 2022, and shall end on September 30, 2023.

However, upon mutual consent of the parties and approval of the governing body, this agreement may be extended for three (3) one (1) year extensions, for a total of four (4) consecutive years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 2 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

IV.

TERMINATION

4.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and

- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

4.02 – Without Cause.

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

V. INSURANCE

5.01 – Coverage and Amounts.

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and Property Damage Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate
Automobile Liability	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer

shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.

- (4) **Insured Parties.** Each policy must name the Contractor and the City (and the officers, agents, and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days' advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.
- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

5.02 – Delivery of Policies.

The original of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days' notice in writing to the Contractor.

VI. MISCELLANEOUS

6.01 – Independent Contractor.

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the contractor must be legally approved to work in the United States.

6.02 – Subcontractors.

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director, which approval shall not be unreasonably withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. All persons employed by the Contractor must be legally approved to work in the United States.

6.03 – Administration of Agreement.

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

6.04 – Parties in Interest.

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

6.05 – Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

6.06 – Applicable Laws.

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor's services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

6.07 – Licenses and Permits.

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

6.08 – Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

CITY OF ALVIN

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: (281) 388-4290

CONTRACTOR

_____ [Name]
_____ [Title]
_____ [Address]

Phone No: _____

6.09 – Captions.

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

6.10 – Acceptance and Approvals.

Any acceptance or approval by the City, or its agents or employees shall not constitute, nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents,

subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

6.11 – Inspections and Audits.

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractor's profits shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

6.12 – Remedies.

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

6.13 – Ambiguities.

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

6.14 – Survival.

The provisions set forth in Section 6.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

6.15 – Entire Agreement.

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 21st day of April, 2022.

CONTRACTOR:

BY: _____

Name: _____

Title: _____

CITY OF ALVIN, TEXAS

BY: _____

Junru Roland
City Manager

ATTEST/SEAL

BY: _____

Name: _____

Title: _____

ATTEST/SEAL

BY: _____

Dixie Roberts
City Secretary

APPROVED AS TO FORM:

BY: _____

Suzanne L. Hanneman
City Attorney



City of Alvin Parks and Recreation 1100 W. Highway 6 Alvin, TX 281-388-4299

NOTICE TO BIDDERS

Notice is hereby given that sealed bids in duplicate, addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the Office of the City Secretary at 216 West Sealy, Alvin, Texas, **Tuesday, April 12, 2022, no later than 2:00 P.M.** for Janitorial Services for City Hall, Public Services Facility, Library, Senior Citizens Center, Museum, Convention and Visitor's Bureau, Portable Restroom Trailer, Bob Briscoe Park Restroom, Lions Park Restroom, Pearson Park Restroom, Morgan Park Restroom, Bob S. Owen Pool Restroom, National Oak Park Restroom, Alvin Girl Scout House, Alvin Police Department, Alvin Animal Adoption Center, Public Service Facility #2, Recreation Station, Fire/EMS Station #1, Fire Station #2 and Fire Station #3.

The bids must be in sealed envelope and marked with bid number **B-22-04, Janitorial Services Contract**. Bidders shall use the bid proposal forms supplied. Failure to do so may result in rejection of your bid. All bids must be signed by a representative of the company authorized to do so.

The bids will be opened at **2:15 P.M., Tuesday, April 12, 2022**, in the City Hall Council Chambers, 2nd Floor, 216 West Sealy, Alvin TX.

Specifications and bid documents may be obtained in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511. **A walk-through of all facilities is scheduled for Tuesday, April 5, 2022, at 1:00 P.M. to begin at Public Services Facility at 1100 West Hwy 6, Alvin, Texas. All potential bidders are encouraged to attend this pre-bid walk-through.**

The City of Alvin reserves the right to reject any and all bids as the best interest of the City dictates and to award the bid to either the lowest qualified responsible bidder or to the bidder who provides services at the best value for the City of Alvin.

/s/ Dixie Roberts
City Secretary

Legal Ad

Publish: March 27, 2022
April 3, 2022

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 1

City Hall **216 West Sealy** **16,277 square feet**
4 Days Per Week (Monday – Thursday)

Janitorial Services Per Month \$ _____
(As specified in the Daily, Monthly and
Semi-Annual services)

Supply Cost Per Month \$ _____

Total Cost Per Month \$ _____

Additional Services:

Shampoo carpeted area (as requested) \$ _____

Clean exterior windows \$ _____

Strip and wax travertine flooring in downstairs area \$ _____

ITEM # 2

Public Services Facility **1100 W Highway 6** **8,671 square feet**
4 Days Per Week (Monday – Thursday)

Janitorial Services Per Month \$ _____
(As specified in the Daily, Monthly and
Semi-Annual services)

Supply Cost Per Month \$ _____

Total Cost Per Month \$ _____

Additional Services:

Shampoo carpeted area (as requested) \$ _____

Clean exterior windows \$ _____

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 3

Library **105 South Gordon** **18,164 square feet**
6 Days Per Week (Monday – Saturday)

Janitorial Services Per Month \$ _____
(As specified in the Daily, Monthly and
Semi-Annual services)

Supply Cost Per Month \$ _____

Total Cost Per Month \$ _____

Additional Services:

Shampoo carpeted area (as requested) \$ _____

Clean exterior windows \$ _____

ITEM # 4

Senior Citizen Facility **309 W. Sealy** **10,000 square feet**
5 Days Per Week (Monday-Friday)

Janitorial Services Per Month \$ _____
(As specified in the Daily, Monthly and
Semi-Annual services)

Supply Cost Per Month \$ _____

Total Cost Per Month \$ _____

Additional Services:

Shampoo carpeted area (as requested) \$ _____

Clean exterior windows \$ _____

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 5

Museum **302 W. Sealy** **7,500 square feet**

1 Day Per Week

Janitorial Services Per Month
(As specified in the Daily, Monthly and
Semi-Annual services) \$ _____

Supply Cost Per Month \$ _____

Total Cost Per Month \$ _____

Additional Services:

Shampoo carpeted area (as requested) \$ _____

Clean exterior windows \$ _____

ITEM # 6

Convention & Visitors Bureau **200 Depot Centre Blvd.** **1,482 square feet**

2 Days Per Week (Tuesday/Friday)

Janitorial Services Per Month
(As specified in the Daily, Monthly and
Semi-Annual services) \$ _____

Supply Cost Per Month \$ _____

Total Cost Per Month \$ _____

Additional Services:

Clean exterior windows \$ _____

Additional cleaning per request \$ _____

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 7

Portable Restroom **Site Location As Specified By Parks & Recreation Dept.**
As Requested

Janitorial Services Per Request \$ _____
(Before and After cleaning)

Supply Cost Per Request \$ _____
(Before and After stocking)

Total Cost Per Request \$ _____

Attendant (8 hours) \$ _____
Per Request

ITEM # 8

Bob Briscoe Park Restrooms **3201 South Highway 35**
As Requested

Janitorial Services Per Request \$ _____

Supply Cost Per Request \$ _____

Total Cost Per Request \$ _____

ITEM # 9

Lions Park Restrooms **1060 College Drive**
As Requested

Janitorial Services Per Request \$ _____

Supply Cost Per Request \$ _____

Total Cost Per Request \$ _____

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 10

Pearson Park Restrooms

2200 West Park Drive

As Requested

Janitorial Services Per Request \$ _____

Supply Cost Per Request \$ _____

Total Cost Per Request \$ _____

ITEM # 11

Morgan Park Restrooms

1500 West South Street

As Requested

Janitorial Services Per Request \$ _____

Supply Cost Per Request \$ _____

Total Cost Per Request \$ _____

ITEM # 12

Bob S. Owen Pool Restrooms

919 Bayou Drive

As Requested

Janitorial Services Per Request \$ _____

Supply Cost Per Request \$ _____

Total Cost Per Request \$ _____

ITEM #13

National Oak Park Restrooms

118 S. Magnolia St.

7 Days Per Week

Janitorial Services Per Month \$ _____

Supply Cost \$ _____

Total Cost \$ _____

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM #14

Alvin Girl Scout House 1006 W. Adoue St. 1,200 square feet
As Requested

Janitorial Services \$ _____

Supply Cost \$ _____

Total Cost \$ _____

ITEM # 15

Police Department 1500 N. Gordon St 22,000 square feet
4 Days Per Week (Monday-Thursday/During Business Hrs.)

Janitorial Services Per Month \$ _____
(As specified in the Daily, Monthly and
Semi-Annual services)

Supply Cost Per Month \$ _____

Total Cost Per Month \$ _____

Additional Services:

Shampoo carpeted area (as requested) \$ _____

Clean exterior windows \$ _____

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 16

Alvin Animal Adoption Center 550 W. HWY 6 5,000 square feet

5 Days Per Week (Monday-Friday/During Business Hrs.)

Janitorial Services Per Month
(As specified in the Daily, Monthly and
Semi-Annual services) \$ _____

Supply Cost Per Month \$ _____

Total Cost Per Month \$ _____

Additional Services:

Shampoo carpeted area (as requested) \$ _____

Clean exterior windows \$ _____

ITEM # 17

Public Services Facility #2 800 Dyche Lane 3,500 square feet

4 Days Per Week (Monday - Thursday)

Janitorial Services Per Month
(As specified in the Daily, Monthly and
Semi-Annual services) \$ _____

Supply Cost Per Month \$ _____

Total Cost Per Month \$ _____

Additional Services:

Shampoo carpeted area (as requested) \$ _____

Clean exterior windows \$ _____

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 20

Fire Station #2 **110 Medic Lane** **1,400 square feet**

1 Day Per Week

Janitorial Services Per Month
(As specified in the Daily, Monthly and
Semi-Annual services) \$ _____

Supply Cost Per Month \$ _____

Total Cost Per Month \$ _____

Additional Services:

Shampoo carpeted area (as requested) \$ _____

Clean exterior windows \$ _____

ITEM # 21

Fire Station #3 **2700 FM 1462** **2,800 square feet**

1 Day Per Week

Janitorial Services Per Month
(As specified in the Daily, Monthly and
Semi-Annual services) \$ _____

Supply Cost Per Month \$ _____

Total Cost Per Month \$ _____

Additional Services:

Shampoo carpeted area (as requested) \$ _____

Clean exterior windows \$ _____

ITEM # 1
CITY HALL
16,277+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's City Hall building located at 216 West Sealy, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas, conference rooms, and the council chambers. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED

A. DAILY SERVICES/ (4) DAYS PER WEEK

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish brass plates on all bathroom doors with brass cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.
15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
17. Clean and disinfect entire toilet, toilet seats and urinals.
18. Clean and disinfect washbasins and counters.

19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.
26. Dust ledges, bookcases and windowsills.
27. Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
29. Vacuum all fabric type furniture
30. Clean plastic and leather furniture
31. Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

1. Mop and burnish all tile flooring

D. SEMI-ANNUAL SERVICES

1. Strip and wax all VCT flooring. (includes all supplies.)

E. ADDITIONAL SERVICES

1. Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.
3. Strip and wax travertine flooring in downstairs area.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 2
PUBLIC SERVICES FACILITY
8,671+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's Public Services Facility building located at 1100 West Highway 6, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, vending areas, conference rooms, and locker rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED

A. DAILY SERVICES/ (4) DAYS PER WEEK

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish brass plates on all bathroom doors with brass cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.
15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
17. Clean and disinfect entire toilet, toilet seats and urinals.

18. Clean and disinfect washbasins and counters.
19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.
26. Dust ledges, bookcases and windowsills.
27. Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
29. Vacuum all fabric type furniture
30. Clean plastic and leather furniture
31. Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

B. MONTHLY

1. Mop and burnish all tile flooring

C. ADDITIONAL SERVICES

1. Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 3
LIBRARY
18,164+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's Library building located at 105 South Gordon Street, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED

A. DAILY SERVICES/ (6) DAYS PER WEEK

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish brass plates on all bathroom doors with brass cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.
15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in Abitibi receptacles located at the Alvin Public Library, 105 South Gordon St. parking area.
17. Clean and disinfect entire toilet, toilet seats and urinals.
18. Clean and disinfect washbasins and counters.

19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.

C. MONTHLY SERVICES

1. Mop and burnish all tile flooring

D. SEMI-ANNUAL SERVICES

1. Strip and wax VCT tile flooring (includes all supplies.)

E. ADDITIONAL SERVICES

1. Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 4
SENIOR CITIZEN CENTER
10,000+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's Senior Citizen's building located at 309 West Sealy, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas, and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED

A. DAILY SERVICES/ (5) DAYS PER WEEK

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish brass plates on all bathroom doors with brass cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.
15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
17. Clean and disinfect entire toilet, toilet seats and urinals.
18. Clean and disinfect washbasins and counters.

19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.
26. Dust ledges, bookcases and windowsills.
27. Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
29. Vacuum all fabric type furniture
30. Clean plastic and leather furniture
31. Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

1. Mop and burnish all tile flooring

D. SEMI-ANNUAL SERVICES

1. Strip and wax VCT flooring (includes all supplies.)

E. ADDITIONAL SERVICES

1. Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 5
MUSEUM
7,500+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City's Historical Museum located at 302 West Sealy, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining glassed doors, enclosed glass displays, offices, hallways, kitchen and dining areas, restrooms, lobby, vending areas, and conference room. **(Excluded: archives, work area, and open displays)**. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED

A. DAILY SERVICES/ (1) DAY PER WEEK

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish brass plates on all bathroom doors with brass cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.
15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
17. Clean and disinfect entire toilet, toilet seats and urinals.

18. Clean and disinfect washbasins and counters.
19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.
26. Dust ledges, bookcases and windowsills.
27. Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
29. Vacuum all fabric type furniture
30. Clean plastic and leather furniture
31. Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

1. Mop and burnish all tile flooring

D. SEMI-ANNUAL SERVICES

1. Strip and wax VCT flooring (includes all supplies.)

E. ADDITIONAL SERVICES

1. Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 6
CONVENTION AND VISITOR'S BUREAU / TRAIN DEPOT
1,482+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Convention and Visitor's Bureau building located at 200 Depot Centre Blvd, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining all areas and restrooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

CONFIGURATION OF BUILDING

The building consists of three main functional areas:

- 800 square feet meeting room
- 598 square feet of general office space
- 82 square feet for two (2) single-toilet restrooms

SERVICES PERFORMED

A. DAILY SERVICES/ (2) DAYS PER WEEK

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish brass plates on all bathroom doors with brass cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.

15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
17. Clean and disinfect entire toilet, toilet seats and urinals.
18. Clean and disinfect washbasins and counters.
19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.
26. Dust ledges, bookcases and windowsills.
27. Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
29. Vacuum all fabric type furniture
30. Clean plastic and leather furniture
31. Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds
33. Clean all interior windows

C. MONTHLY SERVICES

1. Mop and burnish all tile flooring

D. SEMI-ANNUAL SERVICES

1. Strip and wax VCT flooring (includes all supplies.)

E. ADDITIONAL SERVICES

1. Clean exterior windows at an additional cost.
2. Perform post event clean up at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 7
PARKS AND RECREATION PORTABLE RESTROOM TRAILER

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City's Mobile Restroom. This vehicle, while stored at 800 Dyche Lane is periodically transported to parks for daily and/or weekend use for public events. The awarded contractor will be provided event dates and times for scheduling purposes. The contractor shall provide cleaning of the mobile restroom prior to and upon completion of event. When an attendant is required, typically 8 hours of constant monitoring and replenishment of soap, paper towels, toilet paper and restroom cleaning is expected. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED (upon request)

1. Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
3. Clean and disinfect countertops and sinks.
4. Clean and disinfect walls, doors and floors with a germicidal solution.
5. Remove all paper, trash and debris from restroom.
6. Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
7. Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 8
BOB BRISCOE PARK RESTROOM FACILITIES

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Bob Briscoe Park restroom facilities located at 3201 South Highway 35, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED (upon request)

1. Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
3. Clean and disinfect countertops and sinks.
4. Clean and disinfect walls, doors and floors with a germicidal solution.
5. Remove all paper, trash and debris from restroom.
6. Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
7. Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 9
LIONS PARK RESTROOM FACILITIES

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Lions Park restroom facilities located at 1060 College Drive Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED (upon request)

- 26. Clean and disinfect tops and underside of toilet bowls and seats.
- 27. Clean and disinfect all areas of urinal basin.
- 28. Clean and disinfect countertops and sinks.
- 29. Clean and disinfect walls, doors and floors with a germicidal solution.
- 30. Remove all paper, trash and debris from restroom.
- 31. Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
- 32. Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 10
PEARSON PARK RESTROOM FACILITIES

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Pearson Park restroom facilities located at 2200 West Park Drive Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED (upon request)

1. Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
3. Clean and disinfect countertops and sinks.
4. Clean and disinfect walls, doors and floors with a germicidal solution.
5. Remove all paper, trash and debris from restroom.
6. Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
7. Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 11
MORGAN PARK RESTROOM FACILITIES

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Morgan Park restroom facilities located at 1500 West South Street Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED (upon request)

1. Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
3. Clean and disinfect countertops and sinks.
4. Clean and disinfect walls, doors and floors with a germicidal solution.
5. Remove all paper, trash and debris from restroom.
6. Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
7. Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 12
BOB S. OWEN POOL RESTROOM FACILITIES

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, Bob S. Owen restroom facilities located at 919 Bayou Drive Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED (upon request)

1. Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
3. Clean and disinfect countertops and sinks.
4. Clean and disinfect walls, doors and floors with a germicidal solution.
5. Remove all paper, trash and debris from restroom.
6. Clean and disinfect all stainless steel areas with stainless steel cleaner/polish.
7. Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 13
NATIONAL OAK PARK RESTROOM FACILITIES

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin, National Oak Park restroom facilities located at 118 S. Magnolia St. Alvin, TX 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning restrooms as requested by a City of Alvin, Parks and Recreation Department staff member. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES PERFORMED

A. DAILY SERVICES/ (7) DAYS PER WEEK

1. Clean and disinfect tops and underside of toilet bowls and seats.
2. Clean and disinfect all areas of urinal basin.
3. Clean and disinfect countertops and sinks.
4. Clean and disinfect walls, doors and floors with a germicidal solution.
5. Remove all paper, trash and debris from restroom.
6. Clean and disinfect all stainless-steel areas with stainless-steel cleaner/polish.
7. Re-stock restroom with toilet paper, hand soap and paper towels.

ITEM # 14
ALVIN GIRL SCOUT HOUSE

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's Girl Scout House building located at 1006 W. Adoue St. Alvin, TX 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for cleaning the building as requested by a City of Alvin, Parks and Recreation Department staff member. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

1,200+/- SQUARE FOOT
SERVICES PERFORMED (upon request)

1. Clean all floor mats.
2. Sweep or vacuum all floors.
3. Damp mop all tile.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Spot clean metal and wood doors, doorframes and wall switches.
7. Dust chairs and other office furniture.
8. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
9. Clean and sanitize telephones.
10. Empty wastebaskets, replace liners and carry trash to designated area.
11. Empty paper recycle bins (if any) and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
12. Clean and disinfect entire toilet, toilet seats and urinals.
13. Clean and disinfect washbasins and counters.
14. Spot clean walls, toilet partitions, and shower walls in restrooms.
15. Clean restroom floors and drains with germicidal solution.
16. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
17. Clean and polish all mirrors and metal surfaces.
18. Sweep outside entrances, pick up litter, and empty trash receptacles.
19. Leave on only designated lights.
20. Secure and lock doors upon completion of work.

21. Dust ledges, bookcases and windowsills.
22. Wash tile walls and toilet compartment partitions.
23. Dust door sashes, chairs and banisters
24. Vacuum all fabric type furniture
25. Clean plastic and leather furniture
26. Brush ceiling tile vents
27. Dust picture frames, artifacts and window blinds
28. Clean all interior windows

ITEM # 15
POLICE DEPARTMENT BUILDING
22,000+/- SQUARE FOOT
WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the Alvin Police Department building located at 1500 N. Gordon St, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas, and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications. Janitorial staff assigned to clean this facility may be subject to clearance protocol, including but not limited to a background investigation.

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (4) DAYS PER WEEK DURING REGULAR BUSINESS HOURS

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish brass plates on all bathroom doors with brass cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.
15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
17. Clean and disinfect entire toilet, toilet seats and urinals.
18. Clean and disinfect washbasins and counters.

19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.
26. Dust ledges, bookcases and windowsills.
27. Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
29. Vacuum all fabric type furniture
30. Clean plastic and leather furniture
31. Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

1. Mop and burnish all tile flooring

D. SEMI-ANNUAL SERVICES

1. Strip and wax all VCT flooring (includes all supplies.)

E. ADDITIONAL SERVICES

1. Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 16
ALVIN ANIMAL ADOPTION CENTER
5,000+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the Alvin Animal Adoption Center located at 550 W. Highway 6, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas, and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications. Kennel areas are exempt from janitorial service, except semi-annual cleaning of the flooring.

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (5) DAYS PER WEEK DURING REGULAR BUSINESS HOURS

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish plates on all bathroom doors with cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.
15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
17. Clean and disinfect entire toilet, toilet seats and urinals.
18. Clean and disinfect washbasins and counters.

19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.
26. Dust ledges, bookcases and windowsills.
27. Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
29. Vacuum all fabric type furniture
30. Clean plastic and leather furniture
31. Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

1. Mop and burnish all flooring

D. ADDITIONAL SERVICES

1. Shampoo carpeted area at an additional cost.
2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 17
PUBLIC SERVICE FACILITY #2
3,500+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's PSF #2 building located at 800 Dyche Lane, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas, conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (4) DAYS PER WEEK

1. Clean all floor mats.
2. Sweep all tile floors with chemically treated dust mops.
3. Damp mop all tile floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean glass entry doors and interior windows.
7. Spot clean metal and wood doors, doorframes and wall switches.
8. Remove fingerprints from woodwork, walls and partitions.
9. Clean and polish drinking fountains.
10. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
11. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
12. Clean and sanitize telephones.
13. Empty wastebaskets, replace liners and carry trash to designated area.
14. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
15. Clean and disinfect entire toilet, toilet seats and urinals.
16. Clean and disinfect washbasins and counters.
17. Spot clean walls, toilet partitions, and shower walls in restrooms.
18. Clean restroom floors and drains with germicidal solution.

19. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
20. Clean and polish all mirrors and metal surfaces.
21. Sweep outside entrances, pick up litter, and empty trash receptacles.
22. Leave on only designated lights.
23. Secure and lock doors upon completion of work.
24. Dust ledges, bookcases and windowsills.
25. Wash tile walls and toilet compartment partitions.
26. Dust door sashes, chairs and banisters
27. Vacuum all fabric type furniture
28. Clean plastic and leather furniture
29. Brush ceiling tile vents
30. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

1. Mop and burnish all tile flooring

D. SEMI-ANNUAL SERVICES

1. Strip and wax all VCT flooring. (includes all supplies.)

E. ADDITIONAL SERVICES

1. Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 18
RECREATION STATION
10,000+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's Recreation Station building located at 302 W. House, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (4) DAYS PER WEEK

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish brass plates on all bathroom doors with brass cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.
15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
17. Clean and disinfect entire toilet, toilet seats and urinals.
18. Clean and disinfect washbasins and counters.

19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.
26. Dust ledges, bookcases and windowsills.
27. Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
29. Vacuum all fabric type furniture
30. Clean plastic and leather furniture
31. Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

1. Mop and burnish all tile flooring

D. SEMI-ANNUAL SERVICES

1. Strip and wax all VCT flooring. (includes all supplies.)

E. ADDITIONAL SERVICES

1. Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 19
FIRE/EMS STATION #1
18,500+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's Fire Station/EMS building located at 801 E. South Street, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (4) DAYS PER WEEK

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish brass plates on all bathroom doors with brass cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.
15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
17. Clean and disinfect entire toilet, toilet seats and urinals.
18. Clean and disinfect washbasins and counters.

19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.
26. Dust ledges, bookcases and windowsills.
27. Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
29. Vacuum all fabric type furniture
30. Clean plastic and leather furniture
31. Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

1. Mop and burnish all tile flooring

D. SEMI-ANNUAL SERVICES

1. Strip and wax all VCT flooring. (includes all supplies.)

E. ADDITIONAL SERVICES

1. Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 20
FIRE STATION #2
1,400+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's Fire Station #2 building located at 110 Medic Lane, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (1) DAY PER WEEK

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish brass plates on all bathroom doors with brass cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.
15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
17. Clean and disinfect entire toilet, toilet seats and urinals.
18. Clean and disinfect washbasins and counters.

19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.
26. Dust ledges, bookcases and windowsills.
27. Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
29. Vacuum all fabric type furniture
30. Clean plastic and leather furniture
31. Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

1. Mop and burnish all tile flooring

D. SEMI-ANNUAL SERVICES

1. Strip and wax all VCT flooring. (includes all supplies.)

E. ADDITIONAL SERVICES

1. Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

ITEM # 21
FIRE STATION #3
2,800+/- SQUARE FOOT

WORK SPECIFICATIONS

The contractor will provide and supervise a regular staff of qualified employees to perform janitorial services at the City of Alvin's Fire Station #3 building located at 2700 FM 1462, Alvin, Texas 77511. The contractor will compensate the City of Alvin for any damages incurred by their employees during the process of cleaning the building. The contractor shall be responsible for maintaining offices, glassed areas, hallways, kitchen and dining areas, restrooms, lobby, vending areas and conference rooms. The contractor shall provide sufficient personnel to meet all the provisions of cleaning during the time required in these specifications.

SERVICES TO BE PERFORMED

A. DAILY SERVICES/ (1) DAY PER WEEK

1. Clean all floor mats.
2. Sweep all tile and brick floors with chemically treated dust mops.
3. Damp mop all tile and brick floors.
4. Vacuum all carpeted areas.
5. Clean all baseboards of splash marks.
6. Clean, sweep, and mop stairwells.
7. Clean glass entry doors and interior windows.
8. Spot clean metal and wood doors, doorframes and wall switches.
9. Remove fingerprints from woodwork, walls and partitions.
10. Clean and polish brass plates on all bathroom doors with brass cleaner.
11. Clean and polish drinking fountains.
12. Dust chairs and other office furniture. Desktops are not to be dusted if not cleared.
13. Dust desk accessories (i.e. keyboards, mouse, penholders, etc.)
14. Clean and sanitize telephones.
15. Empty wastebaskets, replace liners and carry trash to designated area.
16. Empty paper recycle bins and dispose in recycling bin at Public Services Facility, 1100 W. Highway 6.
17. Clean and disinfect entire toilet, toilet seats and urinals.
18. Clean and disinfect washbasins and counters.

19. Spot clean walls, toilet partitions, and shower walls in restrooms.
20. Clean restroom floors and drains with germicidal solution.
21. Clean, polish and refill towel, tissue, and sanitary napkin dispensers.
22. Clean and polish all mirrors and metal surfaces.
23. Sweep outside entrances, pick up litter, and empty trash receptacles.
24. Leave on only designated lights.
25. Secure and lock doors upon completion of work.
26. Dust ledges, bookcases and windowsills.
27. Wash tile walls and toilet compartment partitions.
28. Dust door sashes, chairs and banisters
29. Vacuum all fabric type furniture
30. Clean plastic and leather furniture
31. Brush ceiling tile vents
32. Dust picture frames, artifacts and window blinds

C. MONTHLY SERVICES

1. Mop and burnish all tile flooring

D. SEMI-ANNUAL SERVICES

1. Strip and wax all VCT flooring. (includes all supplies.)

E. ADDITIONAL SERVICES

1. Shampoo carpeted areas (upon request) at an additional cost.
2. Clean exterior windows at an additional cost.

These costs shall be provided in the bid proposal as an add-alternative.

EXHIBIT “A”

CITY OF ALVIN SPECIFICATIONS FOR JANITORIAL SERVICES

DESCRIPTION: The City of Alvin is seeking proposals for janitorial service for various buildings and offices. The contract shall be for a one (1) year term from the date services commence. This Contract may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Contract as an Addendum. Each renewal shall be at the sole discretion of the City and requires approval of the governing body.

CONFLICT OF INTEREST: Each contractor will complete and file the attached Conflict of Interest Questionnaire as required by the Local Government Code with their bid proposal. Failure to complete and file this questionnaire will revoke any proposal submitted.

PERFORMANCE: The successful contractor shall satisfactorily perform the work and services at the requested frequencies during the hours specified herein. Evaluations for contract renewal will be based upon frequencies and methods of performance as well as results.

EVALUATION CRITERIA: The contract will be awarded on the basis of the lowest responsible bid or to the bidder who provides services at the best value for the City of Alvin, and will include reference checks. The City reserves the right to reject any and all bids and to waive any irregularities in bids. The City may accept any bid deemed advantageous.

INDEPENDENT CONTRACTOR: Contractor shall perform the work hereunder as an independent contractor and shall not be deemed as agent or employee of the City of Alvin. The City of Alvin shall have no direction or control of the method or manner in which the work is performed by Contractor under the provisions of this contract, but shall be interested solely in the determining that the each facility is being properly cleaned and that performance is in compliance with the provisions hereof. To that end, the City of Alvin may inspect the Contractor’s work at any time.

CONTRACTOR’S CONTRACT ADMINISTRATION: The successful contractor, whether a person, persons, partnership, company firm association, corporation, or other, will have or shall establish and maintain during the life of this contract a fully operational business office within the Houston Metropolitan area. The contractor shall charge, assign, or delegate to this office full authority to transact all business actions in the performance of the contract. This local authority shall be made responsible to act for the contractor in all matters pertaining to the work and services governed by the contract whether it is administrative or otherwise.

TERMINATION OF CONTRACT: Upon failure of the contractor to perform the described services, this contract may be canceled by the City of Alvin with thirty (30) days written notice

prior to date of termination; such determination may be stayed at the sole discretion of the City if the contractor cures the default within the 30-day notice period to the satisfaction of the City.

BILLING: The City shall be billed on a separate invoice for each location. The invoices shall identify the purchase order issue number issued by the City. Invoices shall be submitted on a monthly basis to the City.

QUALITY CONTROL VERIFICATION: The designated City representative will be contacted about problems as they arise. The contractor shall contact the Director of Parks and Recreation, or his designee, at least once a week to determine the service quality and to correct any on-going problems.

TEXAS HAZARD COMMUNICATION ACT: The successful contractor shall be responsible for complying with the provisions of the Texas Hazard and Communications Act. The contractor shall provide notice to employees of the Act and its provisions, conduct at least annual education and training for employees, develop a workplace chemical list, advise the appropriate authorities of required information, maintain appropriate paperwork and documentation, and comply with other requirements as applicable.

INSURANCE: Upon award of the contract, the successful contractor shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas, which shall contain the following minimum requirements:

STATUTORY WORKERS COMPENSATION

PUBLIC LIABILITY:	\$1,000,000 combined single limit
PROPERTY DAMAGE:	\$2,000,000 per occurrence \$2,000,000 aggregate
SECURITY BOND:	\$25,000 per person

FIRE PROTECTION AND PREVENTION

The successful contractor shall comply with all fire protection measures prescribed in the City Fire Code. All dust cloths and mop treatment products, and floor treatment products (exclusive of waxes) shall be free of spontaneous heating tendency.

The successful contractor shall not store combustible supplies, including but not limited to rags and paper, near possible sources of ignition. The contractor shall consider contaminated buckets, mops, cloths and brushes as potentially subject to spontaneous heating and shall not store such items in the City's buildings.

The successful contractor shall not store used wiping cloths and treated dust mops in the building.

CONDUCT OF WORK:

It shall be each bidder's sole responsibility to understand all conditions under which the work is to be performed. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in all preparation of the bid submitted.

To facilitate inspection by representatives of the City, the successful contractor shall submit to the City's representative for approval a proposed working plan showing how and when the work is to be performed. This plan shall be submitted five (5) days prior to the starting date of the contract, and shall contain all work specified, herein. Any changes in the work plan during the contract period must be submitted and approved by the City's representative five (5) days prior to initiating the new plan.

Any work which is unsatisfactory to the City's representative will be called to the attention of the contractor and the contractor will be required to properly service the area in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such requests will result either in the corrective work being done by others with cost charged to contractor, or by deductions being imposed. If the contractor fails to rectify the unsatisfactory conditions, the contract will be terminated.

The successful contractor shall conduct cleaning in such a manner that there will be no interruption in or interference with the proper execution of City business. The cleaning of the facilities shall not commence prior to 8:00 P.M. Monday through Friday and 10:30 P.M. each day for the Senior Center facility.

PROTECTION AND DAMAGE

The successful contractor shall, without additional expense to the City, be responsible for all damages to persons or property that occurs as result of the contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage or loss of office equipment or other property, including that of a City employee, which may occur in or about a building as a result of the contractor's agent or employees, shall be repaired or replaced at the contractor's expense.

The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable federal, state or local safety regulations.

SPECIAL PROVISION: Bidders shall provide a minimum of three (3) references for which custodial maintenance of the type specified herein has been performed in the last twelve (12) month period: Attach a separate list including name of business, physical addresses, phone number, name of contact person, and length of maintenance.

SUPPLIES, MATERIALS AND EQUIPMENT

The successful contractor shall furnish all cleaning supplies, materials and equipment necessary for all the performance of the work specified. These supplies and materials shall be of quality acceptable to the City. Ten (10) days prior to the starting date of the contract, the successful contractor shall submit to the City's representative a list giving the name of the manufacturer, the brand name and intended use of the materials that the contractor proposes to use in the performance of the work. Contractor shall not use any materials that the City determines unsuitable for the purpose or harmful to the surfaces to which applied or any part of the buildings, its content or equipment.

The successful contractor shall furnish a sample of any product upon request by the City of Alvin's designated representative. A sample of proposed toilet tissue and paper towels shall be brought to the Parks and Recreation Director for approval. If the City desires to have a sample tested, and the City's representative is unable to conduct the required test, the contractor shall have the product tested by a recognized laboratory and a copy of the results submitted to the City's representative for approval.

The successful contractor shall furnish copies of Safety Data Sheets (SDS) to the City Representative of City of Alvin.

The successful contractor shall supply all paper, products, sanitary napkins, soap and trash liners, and shall be responsible for the replenishing of such items. Soap supplied in restroom dispensers shall be anti-bacterial/disinfect type.

Costs of supplies shall be listed in the bid. Any increase in cost of these supplies shall be documented in writing to the City representative prior to the City being invoiced.

EQUIPMENT: All necessary cleaning equipment, including power driven floor scrubbing machines, waxing and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work specified shall be furnished by the successful contractor. Such equipment shall be of the size and type customarily used in work of this kind, shall be a commercial grade, and shall meet the approval of the City's representative. Equipment deemed by the City's representative to be of improper type or inadequate for the purpose intended shall be replaced by the contractor at no expense to the City.

Equipment and supplies may be stored at City Facilities, where available. Use of such space is at the sole risk of the successful contractor.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

JANITORIAL SERVICES CONTRACT

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

THAT THIS JANITORIAL SERVICES CONTRACT (the “Janitorial Services Contract”) is made on this the ____day of _____, 2022, by and between the **CITY OF ALVIN, TEXAS**, a home-rule city of the State of Texas (the “City”) and _____.(The “Contractor”).

WITNESSETH:

WHEREAS, the City advertised for bids from janitorial services to provide janitorial services to the City of Alvin; and

WHEREAS, bids were received on or about _____, 2022, and were extensively evaluated by the City staff; and

WHEREAS, through such evaluation it was determined that _____ presented the best value proposal; and

WHEREAS, the City desires to enter into a janitorial services contract with _____ according to the terms stated in the Contract;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein the parties hereby agree as follows:

I.

SCOPE OF SERVICES

Contractor agrees to perform the services and comply with the provisions specified in the Request for Bid Proposals (the “RFP”), copies of which are attached hereto as Exhibit “A” respectively, and incorporated herein by reference for all purposes. The RFP consists of the Notice to Bidders, Instructions to Bidders, Specifications for Janitorial Services and Bid Cost Submittal Form. The RFP and Bid Proposal comprise a part of this contract as if fully set forth herein and such provisions form a part of this contract. To the extent of a conflict or inconsistency between or among the provisions of this Contract document, the RFP and/or the Bid, the documents shall control in the following order of precedence:

- (1) this Janitorial Services Contract document;
- (2) the RFP;
- (3) the Bid.

Contractors are responsible for inspecting each city facility prior to submitting bids. The square footage measurements of each facility given are approximate.

II.

COMPENSATION

2.01 – Payments.

Contractor shall perform the services required by this contract for the fees set forth in the Bid Proposal in the total amount of \$_____. “Additional Services” as outlined in the Work Specifications will be at an additional cost, not included in the total amount, on a per request – per services performed basis. Contractor will bill the City with separate

invoices for each location. Invoices shall be submitted on or before the 10th day of each month for services performed in the preceding month. Payment shall be made by the City as described by Chapter 2251 of the Texas Government Code (known as the Texas Prompt Payment Act), that being thirty (30) days from City's receipt of Contractor's invoice.

III.

NOTICE

Contractor shall notify the City of any changes of address, phone number, or email within five (5) days.

IV.

TERM

4.01 – Term.

Subject to the provisions of this Janitorial Services Contract, the term of this Agreement shall commence on October 1, 2022 and shall end on September 30, 2023, unless terminated earlier in accordance within the provisions hereof. This Contract may be renewed up to three additional, one (1) year terms, for a total of four consecutive (4) years, and each renewal term shall be attached to the Contract as an Addendum. Each renewal shall be at the sole discretion of the City and requires approval of the governing body. The City of Alvin may cancel this contract without cause upon thirty (30) days written notice prior to date of termination.

IN WITNESS WHEREOF, the parties have made and executed this Janitorial Services Contract in multiple copies, each of which shall be an original, as of this ____ day of _____, 2022.

CONTRACTOR:

CITY OF ALVIN, TEXAS

By: _____
Name:
Title:

By: _____
Junru Roland
City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts
City Secretary



AGENDA COMMENTARY

Meeting Date: 4/21/2022

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider Addendum No. 3 for a one (1) year renewal agreement with CTA HVAC, LLC (Clear the Air) as the City's HVAC preventative maintenance and repair services provider for City owned buildings, in an annual amount not to exceed \$46,567.00; and authorize the City Manager to sign the renewal agreement upon legal review.

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

Summary: The HVAC preventative maintenance and repair agreement is designed to provide routine maintenance by a certified technician for all HVAC equipment to prolong the efficient life of the equipment. This agreement also allows for faster response time and fixed pricing for HVAC related repairs and equipment replacement.

The agreement was originally approved in the amount of \$40,717.00 with CTA HVAC, LLC (Clear the Air) by City Council on June 20, 2019, utilizing the public bid process, in Bid #B-19-09. The first renewal addendum was approved by City Council on April 16, 2020. The second renewal addendum was approved by City Council on May 6, 2021, which included an amendment to the original contract adding HVAC related equipment at the newly constructed Fire/EMS Station #1 for an additional cost of \$5,850.00.

Service Year	Proposal
FY20 (Initial Award)	\$40,717.00
FY21 (1 st one year renewal option – Addendum 1)	\$40,717.00
FY22 (2 nd one year renewal option – Addendum 2)	\$46,567.00
FY23 (3 rd one year renewal option – Addendum 3)	\$46,567.00

The following locations would continue under the agreement: Animal Adoption Center, City Hall, Public Service Facility, Public Service Facility #2 (Dyche Lane) Library, Senior Citizens Center, Museum, Train Depot, Wastewater Treatment Plant, Fire/EMS Station #1, Fire Station 2 & 3, Police Station, and City Shop.

This addendum is the third and final of three, one-year renewals allowed per the agreement, having an effective date October 1, 2022, thru September 30, 2023.

Staff recommends approval of addendum #3 allowed in the preventative maintenance and repair agreement in the amount of \$46,567.00 with TCA HVAC, LLC (Clear the Air) as their performance continues to provide a good value to the City of Alvin.

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

Funding Account: 616-8003-00-3270 **Amount:** \$46,567.00 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** 4/13/2022 SLH

Supporting documents attached:

- Addendum No. 3 – FY23
 - Addendum No. 2 – FY22
 - Addendum No. 1 – FY21
 - Agreement – FY20
-

Recommendation: Move to approve Addendum No. 3 for a final one (1) year renewal agreement with TCA HVAC, LLC (Clear the Air) as the City's HVAC preventative maintenance and repair services provider for City owned building, in an annual amount not to exceed \$46,567.00; and authorize the City Manager to sign the renewal 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. 3
TO THE
CITY OF ALVIN
HVAC PREVENTATIVE MAINTENANCE AND REPAIR
SERVICES AGREEMENT

THIS Addendum No. 3 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement (“Addendum No. 3”) is made on this the 21st day of April 2022, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and CTA HVAC, LLC (“Clear the Air”).

WHEREAS, on June 20, 2019, the City approved and entered into a Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair agreement with Clear the Air for HVAC preventative maintenance and repair services of City owned buildings (the “Agreement”) for an annual cost of \$40,717; and

WHEREAS, the Agreement provided for a term ending on September 30, 2020; and

WHEREAS, the City and Clear the Air entered into Addendum No. 1 on or about April 16, 2020, agreeing to extend the term of the Agreement for an additional year ending September 30, 2021; and

WHEREAS, the City and Clear the Air entered into Addendum No. 2 on or about May 6, 2021, agreeing to extend the term of the Agreement for an additional year ending September 30, 2022, and also adding services for the newly constructed Fire/EMS Station #1 for an additional cost of \$5,850.00; and

WHEREAS, Section III of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Clear the Air’s letter attached as Exhibit “A”); and

WHEREAS, the City and Clear the Air desire to extend the term of the Agreement for the final additional year ending September 30, 2023.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Clear the Air hereby agree as follows:

I.

The original Agreement entered into between the City and Clear the Air is extended for an additional year, ending September 30, 2023.

This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 2.02 unless terminated earlier in accordance with the terms of the original Agreement.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 3, the provisions of Addendum No. 3 shall control. The Agreement may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 3 to the HVAC Preventative Maintenance and Repair Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

CLEAR THE AIR

CITY OF ALVIN, TEXAS

By: _____
Jason Stom, Owner

By: _____
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

ADDENDUM NO. 2
TO THE
CITY OF ALVIN
HVAC PREVENTATIVE MAINTENANCE AND REPAIR
SERVICES AGREEMENT

THIS Addendum No. 2 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement ("Addendum No. 2") is made on this the 6th day of May 2021, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and CTA HVAC, LLC ("Clear the Air").

WHEREAS, on June 20, 2019, the City approved and entered into a Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair agreement with Clear the Air for HVAC preventative maintenance and repair services of City owned buildings (the "Agreement"); and

WHEREAS, the Agreement provided for a term ending on September 30, 2020; and

WHEREAS, the City and Clear the Air entered into Addendum No. 1 on or about April 16, 2020, agreeing to extend the term of the Agreement for an additional year ending September 30, 2021;

WHEREAS, Section III of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Clear the Air's letter attached as Exhibit "A"); and

WHEREAS, the City and Clear the Air desire to extend the term of the Agreement for an additional year ending September 30, 2022.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Clear the Air hereby agree as follows:

I.

The original Agreement entered into between the City and Clear the Air is extended for an additional year, ending September 30, 2022.

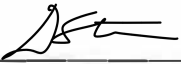
This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 2.02 unless terminated earlier in accordance with the terms of the original Agreement.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 2, the provisions of Addendum No. 2 shall control. Addendum No. 1 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 2 to the HVAC Preventative Maintenance and Repair Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

CLEAR THE AIR

By:  _____
Dawn Stom, Owner

ATTEST/SEAL

By: _____
Name:
Title:

CITY OF ALVIN, TEXAS

By:  _____
Junna Roland, City Manager

ATTEST/SEAL

By:  _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By:  _____
Suzanne L. Hanneman
City Attorney

ADDENDUM NO. 1
TO THE
CITY OF ALVIN
HVAC PREVENTATIVE MAINTENANCE AND REPAIR
SERVICES AGREEMENT

THIS Addendum No. 1 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement ("Addendum No. 1") is made on this the 16th day of April 2020, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and CTA HVAC, LLC ("Clear the Air").

WHEREAS, on June 20, 2019, the City approved and entered into a Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair agreement with Clear the Air for HVAC preventative maintenance and repair services of City owned buildings (the "Agreement"); and

WHEREAS, the Agreement provided for a term ending on September 30, 2020; and

WHEREAS, Section III of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See Clear the Air's letter attached as Exhibit "A"); and

WHEREAS, the City and Clear the Air desire to extend the term of the Agreement for an additional year ending September 30, 2021.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Clear the Air hereby agree as follows:

I.

The original Agreement entered into between the City and Clear the Air is extended for an additional year, ending September 30, 2021.

This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 2.02 unless terminated earlier in accordance with the terms of the original Agreement.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control.

Addendum No. 1 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the HVAC Preventative Maintenance and Repair Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

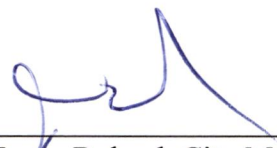
CLEAR THE AIR

By: 
Jason Stom, Owner

ATTEST/SEAL

By: _____
Name:
Title:

CITY OF ALVIN, TEXAS

By: 
Junru Roland, City Manager

ATTEST/SEAL

By: 
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: 
Suzanne L. Hanneman
City Attorney

HVAC PREVENTATIVE BUILDING MAINTENANCE AND REPAIR SERVICES

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

THAT THIS HEATING, VENTILATION, AIR CONDITIONING AND PREVENTATIVE BUILDING MAINTENANCE AND REPAIR SERVICES CONTRACT (the "HVAC Preventative Building Maintenance and Repair Services Contract") is made on this the 20th day of June, 2019, by and between the **CITY OF ALVIN, TEXAS**, a home-rule city of the State of Texas (the "City") and Clear the Air Cooling & Heating. (The "Contractor")

WITNESSETH:

WHEREAS, the City advertised for bids for heating, ventilation, and air conditioning services to provide HVAC preventative maintenance and repair services to the City of Alvin; and

WHEREAS, bids were received on or about April 23, 2019, and were extensively evaluated by the City staff; and

WHEREAS, through such evaluation it was determined that Clear the Air Cooling & Heating presented the best value bid; and

WHEREAS, the City desires to enter into a HVAC preventative maintenance and repair services contract with Clear the Air Cooling & Heating according to the terms stated in the Contract;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein the parties hereby agree as follows:

REQUEST FOR PROPOSALS

I.

SCOPE OF SERVICES

Vendor agrees to perform the services and comply with the provisions specified in the Request for Bid Proposals (the "RFP"), copies of which are attached hereto as Exhibits "A" and "B", respectively, and incorporated herein by reference for all purposes. The RFP consists of the Notice to Bidders and Instructions to Bidders for HVAC preventative building maintenance and repair services. The RFP and Bid Proposal comprise a part of this contract as if fully set forth herein and such provisions form a part of this contract. To the extent of a conflict or inconsistency between or among the provisions of this Contract document, the RFP and/or the Bid, the documents shall control in the following order of precedence:

- (1) The HVAC preventative maintenance and repair services Contract document;
- (2) the RFP;
- (3) the Bid.

Vendors are responsible for inspecting each city facility prior to submitting bids. The square footage measurements of each facility given are approximate.

II.

COMPENSATION

2.01 – Payments.

Clear the Air Cooling & Heating shall perform the services required by this contract for the fees set forth in the Bid Proposal and bill the City with separate invoices for each location. Invoices shall be submitted on or before the 10th day of each month for services performed in the

preceding month. Payment shall be made within 30 days of receiving the invoice(s). Contractor shall notify the City of any changes of address, phone number, or email within five (5) days.

III.

TERM

3.01 – Term.

Subject to the provisions of this HVAC preventative maintenance and repair services Contract the term of this Contract shall commence on approval by City Council and shall terminate one year later unless terminated earlier in accordance within the provisions hereof. The contract shall be for one (1) year with three (3) additional one (1) year renewable options. Renewal shall be the sole option of the City if agreed to by vendor. The City of Alvin may cancel this contract without cause upon thirty (30) days written notice prior to date of termination.

IN WITNESS WHEREOF, the parties have made and executed this HVAC maintenance services Contract in multiple copies, each of which shall be an original, as of this 20th day of June 2019.

VENDOR

By: [Signature]
Name: JASON STON
Title: MANAGER

ATTEST/SEAL

By: [Signature]
Name: Grace Crum
Title: Deputy City Secretary

CITY OF ALVIN, TEXAS

By: [Signature]
Name: Junna Roland
Title: City Manager

ATTEST/SEAL

By: [Signature]
Name: Dixie Roberts
Title: City Clerk

**CITY OF ALVIN**

1100 W. Highway 6 • Alvin, Texas 77511

Parks & Recreation Department

• (281) 388-4299 • FAX (281) 331-7516

NOTICE TO BIDDERS

Notice is hereby given that sealed bids in triplicate, addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the Office of the City Secretary at 216 West Sealy, Alvin, Texas, no later than **2:00 P.M. May 21, 2019 for Heating, Ventilation, and Air Conditioning Preventative Maintenance and Repair Services** for City Hall, Public Services Facility, City Shop, Alvin Library, Senior Citizens Center, Museum, Train Depot, Fire Stations #1, #2 and #3, Waste Water Treatment Plant main office, Police Department, Alvin Animal Adoption Center, Emergency Medical Services and Dyche Lane Facility (PSF#2).

The bids must be submitted in a sealed envelope and marked with bid number **B-19-09 Heating, Ventilation, and Air Conditioning Preventative Maintenance and Repair Services**. Vendors shall use the bid proposal forms supplied. Failure to do so may result in rejection of your bid. All bids must be signed by a representative of the company authorized to do so.

The bids will be opened at 2:15 PM, Tuesday, May 21, 2019, in the City Hall Council Chambers, 2nd Floor, 216 West Sealy, Alvin TX.

Specifications and bid documents may be obtained in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511. **A walk through of all facilities is scheduled for Tuesday, May 14, 2019 at 8:00am. to begin at City Hall lobby at 216 West Sealy, Alvin, Texas. All potential bidders are required to attend this pre-bid walk through.**

The City of Alvin reserves the right to reject any and all bids as the best interest of the City dictates and to award the bid to the lowest qualified responsible bidder submitting the best bid in the interest of the public.

Dixie Roberts, City Secretary

Legal Ad

Publish: Sunday, May 5, 2019
Sunday, May 12, 2019



Bidder Must Fill In & Sign

Name of Firm, Company

Agent's Name

Agent's Title

Mailing Address

City

State

Zip

Telephone

Fax No.

Email address:

AUTHORIZED SIGNATURE

**BID TITLE: HVAC PREVENTATIVE MAINTENANCE
AND REPAIR SERVICES**

BID NUMBER: B-19-09

BID SUBMITTAL DATE: May 21, 2019 2:00PM

LATE BIDS WILL NOT BE CONSIDERED.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. SERVICES PERFORMED FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** SERVICES OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ITEM	ITEM AND DESCRIPTION			TOTAL
1	HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES CONTRACT, per attached Specifications. SECTION A: Preventative Maintenance			\$ _____

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

TERMS AND CONDITIONS

1. The City of Alvin will accept **sealed bids** Monday through Thursday, 7:00 a.m. – 6:00 p.m. Bids must be received by the OFFICE OF THE CITY SECRETARY before the specified hour and date on the Notice to Bidders. The bids will then be publicly opened and read aloud on the date and time specified on the Notice to Bidders.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, project title, time and date of bid submittal deadline.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Alvin reserves the right to revise or amend the specifications prior to date and time set for submittal of bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Alvin must have **at least** five working days notice prior to bid opening date.
6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the OFFICE OF THE CITY SECRETARY and obtain clarification prior to submitting a bid.
7. Bid offered shall be valid for ninety (90) days from opening date.
8. The City of Alvin is exempt from taxes. DO NOT INCLUDE TAX IN BID.
9. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT.
11. NO substitutions or cancellations permitted without written approval of the City of Alvin.
12. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Alvin reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides services at the best value for the City of Alvin.
13. Purchase order number should be on an original invoice and sent to the City of Alvin, 216 West Sealy St. Alvin, TX 77511. Attn: Parks and Recreation Department.
14. The City of Alvin shall pay for the service within thirty (30) days of receipt of the invoice or as provided by State Law.
15. The City of Alvin reserves the right to terminate this contract for any reason by providing a thirty (30) day notice to the Contractor.

HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

BID NUMBER: B-19-09

SCOPE: The City of Alvin seeks competitive bids on HVAC Preventative Maintenance and Repair Services. The successful bidder will provide complete preventative maintenance and repair/replacement services for the equipment referenced herein identified under “Equipment Covered.” Pricing shall include all labor, parts and materials associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment for each location listed within “Exhibit A.” The City reserves the right to obtain alternate pricing for repair/replacement of equipment at the discretion of the City. All work shall be performed during regular City operating hours (Monday – Thursday, 7AM – 6PM) with preventative maintenance service being scheduled at least one (1) week in advance, unless otherwise requested by the City. In the event equipment listed within “Equipment Covered” is necessary to be replaced, new equipment will then become part of the contract.

The successful bidder shall utilize factory-trained technicians familiar with the type of equipment included in the “Equipment Covered”. The tasks outlined in the maintenance schedules should be considered a guide and not replace any preventative maintenance task(s) recommended by the manufacturer. The successful bidder is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating systems.

A standardized written report summarizing equipment performance and work performed at each maintenance period shall be completed and signed by the technician assigned to perform the work. In addition, the report shall include any recommendations to reduce overall HVAC operating costs and/or improve equipment performance.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded to the lowest priced responsible bidder or to the bidder who provides services at the best value for the City of Alvin.

QUALIFICATIONS OF BIDDERS: The Bidder must be capable of performing each of the various items of work bid upon. In determining the best value to the City, the following elements will be considered. Whether the Bidder:

1. Maintains a permanent place of business;
2. Has adequate equipment in good working condition to work properly and expeditiously;
3. Has suitable financial status to meet obligations incidental to work, and upon request, shall be prepared to furnish financial statement; and
4. Has appropriate technical experience and licensure.

REFERENCES: Bidder shall provide a list of a minimum of three (3) customers to whom Bidder has performed bid services for the last three (3) years. “Attachment A – References” is attached for Bidder’s convenience and shall be returned with the Invitation to bid.

STANDARD OF PERFORMANCE: The contractor shall perform all services under this Agreement in accordance with the standards and codes of the approved regulations by the governing agency.

CHANGES: Proposed facilities and frequency schedules of service are and may be subject to additions and/or deletions. The City of Alvin reserves the right to increase or decrease facilities and frequency schedules of service during the entire term of this contract.

NON-FUNDING CLAUSE: The City of Alvin's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Alvin reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

CONTRACT PERIOD: This is an annual contract for the period of one (1) year, from **October 1, 2019, through September 30, 2020.** This contract may be renewed under the same terms and conditions for up to (3) successive one-year periods for a total of four (4) years, upon the agreement of the parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Invitation to Bid.

Additionally, the Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Bidder was receiving for the services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Bidder for such services. The City of Alvin may terminate extension at any time for any reason without prior notice.

INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE A CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

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

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Brazoria County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Alvin.

CONTRACT TERMINATION: The City of Alvin reserves the right to terminate this contract for any reason by providing a thirty (30) day notice to the Contractor.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

CONFLICT OF INTEREST: Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at: www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

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

INVOICE: Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be sent to:

CITY OF ALVIN
ATTN: PARKS AND RECREATION DEPARTMENT
216 WEST SEALY STREET
ALVIN, TX 77511

PAYMENT: The City of Alvin shall pay for services within thirty (30) days of receipt of invoice or as provided by State Law.

CITY REPRESENTATIVE: The City's representatives are as follows:

- Javier Lopez, Operations manager
- Daniel Kelinske, Director
- Bubba Jannett, Facility Technician

SPECIFICATIONS:
HVAC PREVENTATIVE MAINTENANCE AND REPAIR
BID B-19-09

ANIMAL ADOPTION CENTER 550 WEST HIGHWAY 6 Approx. 5,000 SQ FT

(A) PREVENTATIVE MAINTENANCE SCOPE OF WORK

* Monthly

1. Report in with the customer representative

- ☐ Change filters
- ☐ Clean AAON coils

* Quarterly Inspection and Maintenance of Exhaust Fans

1. Report in with the customer representative
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends

a. General Assembly

- ☐ Inspect fan wheel for wear, security and clearance
- ☐ Inspect sheaves and pulleys for wear and alignment
- ☐ Inspect belts for tension, wear, cracks and glazing
- ☐ Verify tight bolts, set screws and locking collars
- ☐ Verify smooth operation of the fan
- ☐ Log operating conditions after the system has stabilized
- ☐ Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected

b. Lubrication

- ☐ Lubricate the fan bearings
- ☐ Lubricate the motor bearings, if applicable

c. Motor and Starter

- ☐ Clean the starter and cabinet
- ☐ Inspect the wiring and connections for tightness and signs of overheating and discoloration
- ☐ Check the condition of the contacts for wear and pitting
- ☐ Check the contactor for free and smooth operation
- ☐ Meg the motor and record the readings
- ☐ Check and record volts and amps of the motor

* Quarterly Inspection and Maintenance of Split Systems (Cooling Cycle)

1. Start the unit, if not already in operation
2. Verify the smooth operation of the compressors and fans
3. Log operating conditions of the unit after the system has stabilized
4. Review operating procedures with operating personnel. Provide a written report of completed work, operating log and indicate any uncorrected deficiencies.

a. General Assembly

- ☐ Inspect for refrigerant and oil leaks, report results
- ☐ Check the sheaves and pulleys for wear and alignment
- ☐ Change filters
- ☐ Change belts
- ☐ Check mechanical linkages for wear, tightness and clearances
- ☐ Straighten condenser coils (up to 10% of the surface area)
- ☐ Clean condenser and evaporator coils
- ☐ Check and clean drain evaporator drain pan, drain and trap
- ☐ Verify evaporator fan cleanliness
- ☐ Verify the operation of the crankcase oil heater(s), if applicable

b. Controls and Safeties

- ☐ Verify operation of the VCMX controller and VCMX large expansion module
- ☐ Verify operation and calibration of the space sensor
- ☐ Verify the operation of the discharge air temperature control device, if applicable
- ☐ Verify the operation of the mixed air temperature control device
- ☐ Test the operation of the high condenser pressure safety device. Calibrate if necessary, record the setting
- ☐ Test the operation of the low temperature safety device. Calibrate if necessary, record the setting
- ☐ Test the operation of the low-pressure safety device(s). Calibrate if necessary, record the setting

c. Lubrication

- ☐ Lubricate motor bearings, if applicable
- ☐ Lubricate fan bearings, if applicable
- ☐ Check oil level in the compressor(s), if applicable

d. Motor and Starter

- ☐ Clean the starter and cabinet, if applicable
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration
- ☐ Check the contactors for free and smooth operation
- ☐ Meg the compressor motor(s) and record readings, if above 25 tons

e. Startup and check out procedure (for units that require shutdown)

- ☐ Start the unit
- ☐ Verify the starter operation, if applicable
- ☐ Verify the smooth operation of the compressors and fans
- ☐ Log operating conditions of the unit after they system has stabilized
- ☐ Review operating procedures with operating personnel

* Comprehensive annual inspection and maintenance of split systems (Heating Cycle month of October)

1. Start the unit, if not already in operation
2. Verify the smooth operation of the compressors and fans
3. Log operating conditions of the unit after the system has stabilized
4. Review operating procedures with operating personnel. Provide a written report of completed work, operating log and indicate any uncorrected deficiencies

- ☐ Perform the heating inspection/maintenance procedure applicable to the unit (steam/hot water, electric, gas, reverse cycle)
- ☐ Verify smooth operation of the fans
- ☐ Change filters
- ☐ Change belts

a. Gas Heat Option

- ☐ Visually inspect the heat exchanger
- ☐ Inspect the combustion air blower fan and clean if required
- ☐ Lubricate the combustion air blower fan motor, if applicable
- ☐ Verify the operation of the flame detection device
- ☐ Test the operation of the high temperature limit switch
- ☐ Verify the integrity of the flue system
- ☐ Verify the operation of the operating controls
- ☐ Verify the burner sequence of operation
- ☐ Verify proper gas pressure to the unit and/or manifold, if applicable

b. Electric Heat Option

- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration
- ☐ Check and calibrate operating and safety controls, if applicable
- ☐ Verify the operation of the heating elements
- ☐ Check voltage and amperage compare reading with the watt rating on the heater

- c. Hot Water/Low pressure Steam Heat Option
 - ☐ Inspect control valves and traps
 - ☐ Check all operating and safety controls
 - ☐ Verify the operation of the heating coils
 - ☐ Verify the operation of the unit low temperature safety device
- d. Reverse Cycle Heating Option
 - ☐ Verify proper operation of the reversing valve
 - ☐ Verify proper operation of the defrost cycle
 - ☐ Verify proper operation of the auxiliary heat, if applicable
- e. Startup/Checkout Procedure smooth operation of the fans
 - ☐ Check the belts for tension, wear, cracks and glazing
 - ☐ Verify clean air filters
 - ☐ Verify proper operation of the heating section
 - ☐ Verify operation of the temperature controls

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters monthly with pleated filters in the sizes and quantities listed below.

Qty.	Size
2	20"x 20" x 2"
1	16"x 20" x 2"
2	16"x 16" x 2"

*Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as recommended based on conditions, whichever comes first.

Qty.	Size
*Field verify total quantity and size	

(B) EQUIPMENT COVERED (ANIMAL ADOPTION CENTER)

<u>Type</u>	<u>Model #</u>	<u>Serial #</u>
Air Handler #003	FB4CNF036	3913A71328
Air Handler #001	H3-CLB-8-0-162A-000	201310-CJCC01297
Air Handler #002	H3-BRB8-0162A-000	201311-CJCB01298
Air Handler #005	FB4CNF036	413A68741
Air Handler #004	FBCNF024	1913A72779
Condenser #003	25HBC524A300	0614E03166
Condenser #002	25HBC536A0030060	0714E18497
Condenser #004	25HBC536A00300	071418445
Condenser #005	CC-C06-8-D-2	201311-CHCY06142
Condenser #001	CC-C017-8-D-2	201311-CHCD06141

(A) PREVENTATIVE MAINTENANCE SCOPE OF WORK**A: Quarterly**

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantities listed below.

Qty.	Size	Qty.	Size
1	12 x 24 x 1	2	20 x 30 x 1
1	16 x 25 x 2	5	20 x 25 x 1
17	16 x 20 x 1	2	20 x 20 x 1

*Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as recommended based on conditions, whichever comes first.

Qty.	Size
1	B58
1	B29
1	AX39

*Field verify total quantity and size

(B) EQUIPMENT COVERED (CITY HALL)

<u>Type</u>	<u>Model #</u>	<u>Serial #</u>
Air Handler #001	UCCAF08A0A0HYD1	K15J5440
Air Handler #002	UCCAF06A0A0EYA1000	K15J75441
Air Handler #003	4TXCD0638C3HCCA	153533T2CG
Air Handler #004	GAM5A0B36M31SAA	121827U4AV
Air Handler #005	TWE240E300BB	L21511YYGWA
Air Handler #006	2TEC3F42B1000AA	7172PL32V
Condenser Unit #1	TTA12OF300AA	15273KG4YA
Condenser Unit #002	TTA073G300AA	15371L6YYA

Condenser Unit #003	4TTA3060D3000CA	15351UKU5F
Condenser Unit #4	4TTA3036B3000AA	13383KB73F
Condenser Unit #5	TTA240E200AA	12123LAOTA
Condensing Unit 6	2A7A3042A1000AA	7194PS54F
Ductless Split System (Friedrich)	MW24C3D	JHAT00765
Roof Top Unit #1	YSC060E3MA1N000B000	141811113L
Roof Top Unit #2	YHC063A3ELA0000	903101178L
Roof Top Unit #3	YSC060G3EMA01000	175110099L

PUBLIC SERVICES FACILITY 1100 WEST HIGHWAY 6 Approx. 8,671 SQ FT

(A) PREVENTATIVE MAINTENANCE SCOPE OF WORK

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantities listed below.

Qty.	Size	Qty.	Size
4	16 x 24 x 2	3	16 x 25 x 1
8	15 x 20 x 2	1	12 x 24 x 1
4	16 x 20 x 2		

* Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty.	Size
1	A40

*Field verify total quantity and size

(B) EQUIPMENT COVERED(PUBLIC SERVICES FACILITY)

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

Type	Model #	Serial #
Air Handler #001	4TGB3F25A1000AA	11305T0W6V
Air Handler #002	LZ-8B	K80A69867
Air Handler #003	K80A69867	12334RMB4
Air Handler #004	TWE180E300AA	16104URDWA
Air Handler #005	40RUAA12A2A6-0A0A0	0917U03422
Air Handler #006	TEM4A0B24S21SAA	15362JSJ2V
Condenser Unit #001	TTA073D300AA	12483KWYYA
Condenser Unit #004	38AKS013-510	2898F54591
Condenser Unit #002	TTA180F300AA	15343CUTA
Condenser Unit #003	4A7B3024D1000AA	1152W903F
Condenser Unit #005	38AUDA12A0A5A0A0A	4815C90912
Condenser Unit #006	CKL18-1B	0208457207
Wall Mount	WA242-A00	140K01166799202
Duct Heater #001	CBK6.00-19X18.00	274838-003

DYCHE LANE OFFICE (PSF #2)**800 Dyche Lane****(A) PREVENTATIVE MAINTENANCE SCOPE OF WORK**

Quarterly Maintenance

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty. Size

*Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty. Size

*Field verify total quantity and size

(B) EQUIPMENT COVERED (PSF #2 800 Dyche Lane)

<u>Type</u>	<u>Model #</u>	<u>Serial #</u>
Air Handler #007	CBX25UH-048-230-10	1718K29274
Condenser Unit #002	GCGD48S21S2C	W1L4128349

LIBRARY 105 SOUTH GORDON Approx. 18,164 SQ FT

(A) PREVENTATIVE MAINTENANCE SCOPE OF WORK

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty. Size
8 20 x 20 x 2
20 20 x 25 x 2

*Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty. Size
2 B62
2 A35
1 B64

*Field verify total quantity and size

(B) EQUIPMENT COVERED (LIBRARY)

<u>Type</u>	<u>Model #</u>	<u>Serial #</u>
Roof Top Unit #001	YHC120A7ELA380000	907100234L
Roof Top Unit #002	YCD150E4L0BA	952100279D
Roof Top Unit #003	YCD150E4L0BA	100210340D
Roof Top Unit #004	YSC120E4EM1000	9381005291
Roof Top Unit #005	YSD180F4RLA0900	153310910D

SENIOR CENTER 309 WEST SEALY STREET Approx. 10,000 SQ FT

(A) PREVENTATIVE MAINTENANCE SCOPE OF WORK

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty.	Size	Qty.	Size
6	16 x 20 x 2	2	20 x 20 x 1
10	16 x 24 x 2	1	20 x 25 x2
2	20 x 25 x 1	*Field verify quantity and size	

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty.	Size	Qty.	Size
2	A39	1	A40
*Field verify quantity and size			

(B) EQUIPMENT COVERED (SENIOR CENTER)

<u>Type</u>	<u>Model #</u>	<u>Serial #</u>
Air Handler Unit #001	4TXCC060BC3HCBA	1403124H5G
Air Handler Unit #002	4TXCD061BC3HCBA	12143KNJ5G
Air Handler Unit #004	40RUAA14A2A6A0A0A0	2612U28141
Air Handler Unit #003	40RUAA08A2A6-0A0A0	0317U02259
Air Handler Unit #005	40RM-014-B600HC	2099F19630

Condenser Unit #003	4TTA3060D3000CA	14514JBA4F
Condenser Unit #001	38AKS016-521	2307G50069
Condenser Unit #002	38AUZA08A0A5A0A0A0	0717C94128
Condenser Unit #004	569CPX090000ABAA	4299G00267
Condenser Unit #005	TTP06E300A0	R384N9W1F
Roof Top Unit #002	THC036E1E0A160000000	122612081L
Roof Top Unit #003	TSC048E3E0A1R0000000	151312294L
Roof Top Unit #001	THC036E3E0A1E0000000	135010001L

MUSEUM	300 WEST SEALY STREET	Approx. 7,500 SQ FT
(A) PREVENTATIVE MAINTENANCE SCOPE OF WORK		

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty.	Size
4	20 x 20 x 2
4	20 x 25 x 2

*Field verify quantity and size

Belt Service (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty.	Size
8	B66

*Field verify quantity and size

(B) EQUIPMENT COVERED (MUSEUM)

Type	Model #	Serial #
Roof Top Unit #001	TCD181C300BB	310100182D
Roof Top Unit #002	EBCO001964PA	18331964PA
Variable Air Volume (VAV) Unit		

A) PREVENTATIVE MAINTENANCE SCOPE OF WORK

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty.	Size
2	20 x 30 x 1

*Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts when needed or recommended by manufacturer, whichever comes first.

Qty.	Size
*Field verify total quantity and size	

(B) EQUIPMENT COVERED (ACVB / TRAIN DEPOT)

Type	Model #	Serial #
Air Handler Unit #001	TWE060C15FD0	44914PC2V
Air Handler Unit #002	TWE060C15FD0	42923942V
Condenser Unit #001	2A7B2060A1000AA	31354MW3F
Condenser Unit # 002	2A7B2060A1000AA	41647123F

A) PREVENTATIVE MAINTENANCE SCOPE OF WORK

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty.	Size
4	16 x 25 x 2

*Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty.	Size
1	A50

*Field verify total quantity and size

(B) EQUIPMENT COVERED (WASTE WATER TREATMENT PLANT)

Type	Model #	Serial #
Air Handler Unit #001	TWE120E0E300AC	17101T67BA
Condenser Unit # 001	TTA120H400AA	16325SSUYA
Ductless Split System #001	RKN12KEVJU5	G000226
Electric Heater #001	BAYHTRL415AB	17065T1PLA
Multi-Stage Centrifugal #002	857-0-0-7-02D	65097
Multi-Stage Centrifugal #001	KA5SV-GK200	8165
Heat Pump #001	W24A1-C06XXXX3J	316J092641308-02
Wall Mount #002	W24A1-C06XXXX3J	316J092641309-02

A) QUARTERLY MAINTENANCE SCOPE OF WORK

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty.	Size
2	24 x 24 x 1
2	20 x 30 x 2

*Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty.	Size
1	A26
1	A52

*Field verify total quantity and size

(B) EQUIPMENT COVERED (FIRE STATION #1)

Type	Model #	Serial #
Air Handler Unit #001	RHGL-1202L	F461400517
Condenser Unit #001	TTA120A300FA	4275481AD
Roof Top Unit #001	YS060E3ELA000	937100105L
Bay Heater #1	UDAP-75	BKH79Y2N1719X
Bay Heater #2	UDAP-75	BJK79Y2N78766X
Bay Heater #3	HX-100E-8	BKI94W8N02903
Ductless Split System #001	40QAC036-311	4414V34447
Ductless Split System #002	24AAA436A200	186X97076
PTAC	PDE09K3SF-A	AAA900252

A) QUARTERLY MAINTENANCE SCOPE OF WORK

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty.	Size
2	20 x 20 x 1

*Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty.	Size
1	A44

*Field verify total quantity and size

(B) EQUIPMENT COVERED (FIRE STATION #2)

<u>Type</u>	<u>Model #</u>	<u>Serial #</u>
Air Handler #1	TWE060A300EA	3374PGP5H
Condenser #001	ATTA306D3000DA	182223K85F
Bay Heater #1	UDAP100	BLB79Y2N47008X
Bay Heater #2	UDAP100	BLB79Y2N47010X

A) QUARTERLY MAINTENANCE SCOPE OF WORK

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty.	Size
6	20 x 20 x 1

*Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty.	Size
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*Field verify total quantity and size

(B) EQUIPMENT COVERED (FIRE STATION #3)

<u>Type</u>	<u>Model #</u>	<u>Serial #</u>
Air Handler #1	2TEH3F48B1000AA	7265JLA1V
Air Handler #2	2TEH3F36B1000AA	7332KW91V
Condenser #001	2TTA3048A3000AA	74254AU4F
Condenser #002	2TTA3036A3000AA	7433KLP3F
Bay Heater #001	F2F5107CA1L	
Bay Heater #002	F2F5107CA1L	

A) QUARTERLY MAINTENANCE SCOPE OF WORK

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty.	Size
10	20 x 20 x 1
1	20 x 25 x 1

*Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts or as based on conditions, whichever comes first.

Qty.	Size
*Field verify total quantity and size	

(B) EQUIPMENT COVERED (EMS STATION)

<u>Type</u>	<u>Model #</u>	<u>Serial #</u>
Air Handler #001	CH23-65-1	6097K12911
Air Handler #002	TEM4A0C36S41SAA	15155H6L2V
Air Handler #003	4TXFH054CC3HHBA	1412769BFG
Condenser #001	HS26-048-3P	5899D50010
Condenser #002	2A7A3030A1000AA	811124B3F
Condenser #003	4TTB6042A1000AA	14162LK15F
Heater #001	K-30DSAN	99-05462
Heater #002	K-30D55N	99-05450
Heater #003	K-30580N	99-05152
Heater #004	K-30D9CB	99-05461

A) PREVENTATIVE MAINTENANCE SCOPE OF WORK

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

PACKAGED CHILLER MAINTENANCE SCOPE OF WORK**A: Quarterly Maintenance**

- ☐ Adjust operating and safety controls.
- ☐ Complete operating log of temperatures, pressures, voltages and amperages.
- ☐ Inspect operation of control circuit.
- ☐ Inspect operation of lubrication system including oil pressure and oil level.
- ☐ Inspect operation of crankcase heater(s).
- ☐ Inspect operation of all motors and starters.
- ☐ Visual inspection of condenser coil(s) (if applicable).
- ☐ Visual inspection of condenser and evaporator vessels (if applicable).

B: Annual Maintenance

- ☐ Clean control panels.
- ☐ Clean coils with non-acid based detergent.
- ☐ Clean condenser tubes with non-acid based detergent.

Refrigerant System

- ☐ Leak test refrigerant circuit(s).
- ☐ Inspect superheat setting and adjust accordingly.
- ☐ Refrigerant sample and analysis for moisture and oil content.

Lubrication System

- ☐ Check oil level in compressor(s) (if applicable).
- ☐ Check oil pressure per specifications.
- ☐ Visually inspect oil lines for leaks (if applicable).
- ☐ Inspect crankcase heater.
- ☐ Perform test for acid and moisture content.

Electrical System

- ☐ Inspect and report on condition of contacts for wear, pitting, etc.
- ☐ Inspect and calibrate operating controls.
- ☐ Inspect and calibrate safety controls.
- ☐ Meg compressor motor and record data.
- ☐ Inspect and report on condition of condenser fan motor(s) for proper operation (if applicable).
- ☐ Check and tighten control panel terminals.
- ☐ Inspect external interlocks and flow switches (if applicable).
- ☐ Check and report on starter operation, voltage and current.
- ☐ Inspect and calibrate micro-electronic controls.
- ☐ Complete operating log and record settings.
- ☐ Visual inspection of condenser fan(s) and inspect blades (if applicable).
- ☐ Lubricate condenser fan bearings (if applicable).
- ☐ Inspect and report condition and tension of condenser fan belts (if applicable).
- ☐ Inspect and report condition of vibration eliminators.
- ☐ Visual inspection of condenser and evaporator exterior for corrosion or water leaks (if applicable).

PNEUMATIC CONTROL SYSTEM MAINTENANCE SCOPE OF WORK

A: Quarterly Maintenance

- ☐ Inspect and report compressor run time versus off time for three operating cycles and record the average results.
- ☐ Open compressor tank drain valve and bleed off any water accumulated in the tank.
- ☐ Record and report gauge reading for compressor air pressure and final system air pressure. Adjust pressure-reducing valve if necessary.
- ☐ Inspect compressor belts, oil level, safety valves and general operating condition of the air compressor.
- ☐ Check and report level of refrigerant after cooler for proper operation.
- ☐ Visually inspect air filters and oil indicators, if applicable, for contamination. Should contamination exist, immediately report & obtain approval for repair.
- ☐ Inspect and report condition of air drier for proper operation.
- ☐ Clean filters at air drier as needed.

B: Annual Maintenance

- ☐ Replace compressor drive belts.
- ☐ Replace compressor air cleaner element(s).
- ☐ Change oil in air compressor(s).

PUMP MAINTENANCE

A: Quarterly Maintenance

- ☐ Lubricate pump bearings per manufacturer's recommendations.
- ☐ Lubricate motor bearings per manufacturer's recommendations.
- ☐ Inspect and report suction and discharge pressures.
- ☐ Visually inspect and report packing or mechanical seals.
- ☐ Inspect and report motor voltage and amperage.

B: Annual Maintenance

- ☐ Remove and clean pump strainers. (Isolation valves must be in place and operational)
- ☐ Replace pump coupling bushing.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below.

Qty.	Size
24	20 x 20 x 2
2	16 x 20 x 1
3	20 x 20 x 1
3	16 x 25 x 1

*Field verify total quantity and size

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on condition, whichever comes first.

Qty. **Size**

*Field verify total quantity and size

(B) EQUIPMENT COVERED (POLICE DEPARTMENT)

Type	Model	Serial
Compressor #001	QTS3QCB	QB0810140035
Compressor #002	0C01506A1A	5079078
Air Handler #007	S1B15T/SO#B15859	657291 002
Air Handler #008	TWE060A100EL	9303N1TBD
Air Handler #001	TWE09043AAA00A	18172078BA
Air Handler #006	ARUF486016CA	1006009375
Air Handler #002	MCCA012GANA0ABA	K96K86570
Air Handler #003	MCCA012GAN0AB0	K96K86537
Air Handler #004	MCCA012GANOABA	K96K86512
Air Handler #005	MCCA012BBEOCA	K96K86557
Chiller #001	RTAA1004XH01A300ABDF	U96K07836
Condenser #001	2TTA0060A40000AA	8043RC03F
Condenser #002	GSX130604AA	1007717661
Condenser #003	4TTA3060D4000DA	182915HN5F
Condenser #004	TTA09044AAA00AE	18182187YA
Chiller Pump #001	A435A	Z08Z177R103M

A) QUARTERLY MAINTENANCE SCOPE OF WORK

- ☐ Clean coils for dirt build-up
- ☐ Check unit for unusual noise and vibration.
- ☐ Inspect and report condition of condensate drain pan for rust & leaks.
- ☐ Ensure free-flowing drain line by using compressed air to clear the drain line.
- ☐ Examine flex connections for cracks or leaks.
- ☐ Inspect and report condition of gaskets and insulation around unit, door and dampers.
- ☐ Inspect and report on the condition of the unit casing for corrosion.
- ☐ Inspect and report condition of spring isolators.
- ☐ Inspect and report condition of grease line connections.
- ☐ Change air filters.
- ☐ Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- ☐ Clean fan wheel and shaft.
- ☐ Lubricate fan and motor bearings as required.
- ☐ Inspect the control and power box wiring for secure connections and insulation.
- ☐ Rotate the fan wheel and check for obstructions in the fan housing.
- ☐ Inspect drive sheaves and if needed tighten set screws.
- ☐ Inspect belt alignment and tension.
- ☐ Clean damper operators.
- ☐ Clean coils with non-acid based detergent.
- ☐ Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- ☐ Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty. **Size** *Field verify total quantity and size
 2 20" x 20" x 1"

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty. **Size**
 *Field verify total quantity and size

(B) EQUIPMENT COVERED (CITY SHOP)

<u>Type</u>	<u>Model #</u>	<u>Serial #</u>
Wall Unit	LW1017ERSM	711TARUCD334
Unit Heater #003	MBR1600AA-1AA	32642
Unit Heater #002	MBR1600AA-1AA	32641
Unit Heater #001	MBR16000AA-1AA	0611732643
Unit Heater #004	MBR16000AA-1AA	0611732644

SECTION A
HVAC Preventative Maintenance

Item No.	Name	Address	Preventative Maintenance Service Price (EA)	No. of services per year	Annual Maintenance Service Price
1	Animal Adoption Center AHU, CU & exhaust fans	550 W. Highway 6	\$	4	\$
	Replace Air Filter / clean AAON coils		\$	8	\$
2	City Hall	216 W. Sealy St.	\$	4	\$
3	Public Service Facility	1100 W. Highway 6	\$	4	\$
4	Public Service Facility #2	800 Dyche Lane	\$	4	\$
5	Library	105 S. Gordon St.	\$	4	\$
6	Senior Center	309 W. Sealy St.	\$	4	\$
7	Museum	300 W. Sealy St.	\$	4	\$
8	Train Depot	200 Depot Centre Blvd	\$	4	\$
9	WWTP	7100 South CR 160	\$	4	\$
10	Fire Station #1	302 W. House St.	\$	4	\$
11	Fire Station #2	110 Medic Lane	\$	4	\$
12	Fire Station #3	2700 FM 1462	\$	4	\$
13	EMS Station	709 E. House St.	\$	4	\$
14	Police Department AHU, CU & fans	1500 S. Gordon St.	\$	4	\$
	Packaged Chiller Qtrly		\$	4	\$
	Packaged Chiller Annual		\$	1	\$
	Pneumatic Control System Qtrly		\$	4	\$
	Pneumatic Control System Annual		\$	1	\$
	Pump Maintenance Qtrly		\$	4	\$
	Pump Maintenance Annual		\$	1	\$
15	City Shop	1100 W. Highway 6	\$	4	\$

Section A TOTAL: \$ _____

SECTION B
Repair and Replacement Rates

Item No.	Labor Hourly Rate (includes equip & Tools)	Mileage (if applicable)	Trip Charge (if applicable)	New replacement unit mark-up %	Materials (parts) mark-up %
1	Technician \$	\$	\$	%	%
2	Helper \$	\$	\$	%	%
3	Electrician \$	\$	\$	%	%

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

...

- (3) "Non-resident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

...

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

.

I certify that _____ is a **resident** bidder of Texas
(Company Name)

as defined in Section 2252.001(4), Texas Government Code.

Signature _____

Print Name _____

I certify that _____ is a **non-resident** bidder as
(Company Name)

bidder is defined in Section 2252.001(3), Texas Government Code.

and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

**CITY OF ALVIN
PARKS AND RECREATION DEPARTMENT**

NO BID NOTIFICATION

BID TITLE: _____

BID NUMBER: _____

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF Alvin is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

_____ Do not supply the requested product.

_____ Quantities offered are too small or too large to be supplied by your company.
(Please circle one of the underlined.)

_____ Specifications are "too tight" or written around a particular product.
(Please elaborate on this item.)

_____ Cannot bid against manufacturer or jobber on this item.
(Please circle one of the underlined.)

_____ Time frame for bidding was too short for my organization.

_____ Not awarded a previous contract by the City when you felt you were low bidder.

_____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.

**ATTACHMENT A  
REFERENCES**

*Each Bidder is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

**Bidder Must Fill In & Sign**

Name of Firm, Company  
Clear the Air - Cooling & Heating

**Agent's Name**

Jason Stom

**Agent's Title**

133 N Friendswood Dr #344

**Mailing Address**

Friendswood TX 77546

**City**

281-992-7866

**State****Zip****Telephone****Fax No.****Email address:**

jason@cleartheairac.com

**AUTHORIZED SIGNATURE**

**BID TITLE: HVAC PREVENTATIVE MAINTENANCE  
AND REPAIR SERVICES**

**BID NUMBER: B-19-09**

**BID SUBMITTAL DATE: May 21, 2019 2:00PM**

**LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. SERVICES PERFORMED FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES SERVICES OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

| ITEM | ITEM AND DESCRIPTION                                                                                                                |  |  | TOTAL        |
|------|-------------------------------------------------------------------------------------------------------------------------------------|--|--|--------------|
| 1    | HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES CONTRACT, per attached Specifications.<br><br>SECTION A: Preventative Maintenance |  |  | \$ 40,717.00 |

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."



**SECTION A**  
**HVAC Preventative Maintenance**

| Item No. | Name                                          | Address               | Preventative Maintenance Service Price (EA) | No. of services per year | Annual Maintenance Service Price |
|----------|-----------------------------------------------|-----------------------|---------------------------------------------|--------------------------|----------------------------------|
| 1        | Animal Adoption Center AHU, CU & exhaust fans | 550 W. Highway 6      | \$ 657.00                                   | 4                        | \$ 2628.00                       |
|          | Replace Air Filter / clean AAON coils         |                       | \$ 197.00                                   | 8                        | \$ 1576.00                       |
| 2        | City Hall                                     | 216 W. Sealy St.      | \$ 1182.00                                  | 4                        | \$ 4728.00                       |
| 3        | Public Service Facility                       | 1100 W. Highway 6     | \$ 919.00                                   | 4                        | \$ 3676.00                       |
| 4        | Public Service Facility #2                    | 800 Dyche Lane        | \$ 197.00                                   | 4                        | \$ 788.00                        |
| 5        | Library                                       | 105 S. Gordon St.     | \$ 657.00                                   | 4                        | \$ 2628.00                       |
| 6        | Senior Center                                 | 309 W. Sealy St.      | \$ 1051.00                                  | 4                        | \$ 4204.00                       |
| 7        | Museum                                        | 300 W. Sealy St.      | \$ 394.00                                   | 4                        | \$ 1576.00                       |
| 8        | Train Depot                                   | 200 Depot Centre Blvd | \$ 263.00                                   | 4                        | \$ 1052.00                       |
| 9        | WWTP                                          | 7100 South CR 160     | \$ 394.00                                   | 4                        | \$ 1576.00                       |
| 10       | Fire Station #1                               | 302 W. House St.      | \$ 657.00                                   | 4                        | \$ 2628.00                       |
| 11       | Fire Station #2                               | 110 Medic Lane        | \$ 263.00                                   | 4                        | \$ 1052.00                       |
| 12       | Fire Station #3                               | 2700 FM 1462          | \$ 394.00                                   | 4                        | \$ 1576.00                       |
| 13       | EMS Station                                   | 709 E. House St.      | \$ 525.00                                   | 4                        | \$ 2100.00                       |
| 14       | Police Department AHU, CU & fans              | 1500 S. Gordon St.    | \$ 1313.00                                  | 4                        | \$ 5252.00                       |
|          | Packaged Chiller Qtrly                        |                       | \$ 263.00                                   | 4                        | \$ 1052.00                       |
|          | Packaged Chiller Annual                       |                       | \$ 263.00                                   | 1                        | \$ 263.00                        |
|          | Pneumatic Control System Qtrly                |                       | \$ 131.00                                   | 4                        | \$ 524.00                        |
|          | Pneumatic Control System Annual               |                       | \$ 131.00                                   | 1                        | \$ 131.00                        |
|          | Pump Maintenance Qtrly                        |                       | \$ 131.00                                   | 4                        | \$ 524.00                        |
|          | Pump Maintenance Annual                       |                       | \$ 131.00                                   | 1                        | \$ 131.00                        |
| 15       | City Shop                                     | 1100 W. Highway 6     | \$ 263.00                                   | 4                        | \$ 1052.00                       |

**Section A TOTAL:**      \$ 40,717.00

**SECTION B**  
**Repair and Replacement Rates**

| Item No. | Labor Hourly Rate (includes equip & Tools) | Mileage (if applicable) | Trip Charge (if applicable) | New replacement unit mark-up % | Materials (parts) mark-up % |
|----------|--------------------------------------------|-------------------------|-----------------------------|--------------------------------|-----------------------------|
| 1        | Technician \$ 37.50 1/4hr                  | \$ N/A                  | \$ 109.00                   | 35 %                           | 35 %                        |
| 2        | Helper \$ N/A                              | \$ N/A                  | \$ N/A                      | 35 %                           | 35 %                        |
| 3        | Electrician \$ N/A                         | \$ N/A                  | \$ N/A                      | N/A %                          | N/A %                       |

## BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

...

- (3) "Non-resident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

...

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

.

I certify that Clear the Air - Cooling & Heating is a **resident** bidder of Texas  
(Company Name)

as defined in Section 2252.001(4), Texas Government Code.

Signature Jason Stom

Print Name Jason Stom

I certify that \_\_\_\_\_ is a **non-resident** bidder as  
(Company Name)

bidder is defined in Section 2252.001(3), Texas Government Code.

and our principal place of business is \_\_\_\_\_  
(City and State)

Signature \_\_\_\_\_

ATTACHMENT A  
REFERENCES

*Each Bidder is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: City of Alvin

Address: All Facilities

Contact Person: Dan Kelinske

Telephone: (        ) (281) 388-4290

Email: dlkelinske@cityofalvin.com

Product Purchased by Reference: Maintenance, Equipment Installation & Service Repairs  
Doing business together since 2011

Company Name: City of Friendswood

Address: \_\_\_\_\_

Contact Person: James Toney

Telephone: (        ) (281) 996-3201

Email: jtoney@ci.friendswood.us

Product Purchased by Reference: Maintenance, Equipment Installation & Service Repairs

Company Name: Palisade Palms

Address: 801 East Beach Drive  
Galveston, TX 77550

Contact Person: Ron Gwin

Telephone: (        ) 409-770-7889 (office)

Email: rgwin@tradewindsbeachclub.com

Product Purchased by Reference: Maintenance, Service & Equipment Replacement





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                                      |                                                                              |               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br><br>Dick Daugird, Agent<br>3502 E FM 528<br>Friendswood, TX 77546 | <b>CONTACT NAME:</b> Darla Winters                                           |               |
|                                                                                                                                                                      | <b>PHONE (A/C, No, Ext):</b> 281-482-4455 <b>FAX (A/C, No):</b> 281-482-3704 |               |
|                                                                                                                                                                      | <b>E-MAIL ADDRESS:</b> Darla.Winters.LAMJ@StateFarm.com                      |               |
| <b>INSURED</b><br><br>CTA HVAC LLC<br>DBA Clear the Air Cooling & Heating<br>133 N Friendswood Dr #344<br>Friendswood, TX 77546                                      | <b>INSURER(S) AFFORDING COVERAGE</b>                                         | <b>NAIC #</b> |
|                                                                                                                                                                      | <b>INSURER A :</b> State Farm Lloyds                                         | 43419         |
|                                                                                                                                                                      | <b>INSURER B :</b> State Farm Mutual Automobile Insurance Company            | 25178         |
|                                                                                                                                                                      | <b>INSURER C :</b> Texas Mutual                                              | 22945         |
|                                                                                                                                                                      | <b>INSURER D :</b>                                                           |               |
|                                                                                                                                                                      | <b>INSURER E :</b>                                                           |               |
|                                                                                                                                                                      | <b>INSURER F :</b>                                                           |               |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                             | ADDL SUBR INSD WVD  | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |                             |              |
|----------|-------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------|-------------------------|-------------------------|-------------------------------------------|-----------------------------|--------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>                                                       |                     | 90-ERB7660      | 02/01/2019              | 02/01/2020              | EACH OCCURRENCE                           | \$ 1,000,000                |              |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                |                     |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$                          |              |
|          |                                                                                                                               |                     |                 |                         |                         | MED EXP (Any one person)                  | \$ 5,000                    |              |
|          |                                                                                                                               |                     |                 |                         |                         | PERSONAL & ADV INJURY                     | \$                          |              |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                                            |                     |                 |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000                |              |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                     |                     |                 |                         |                         | PRODUCTS - COM/PROP AGG                   | \$ 1,000,000                |              |
|          | <input checked="" type="checkbox"/> OTHER: ANNUAL AGGREGATE                                                                   |                     |                 |                         |                         |                                           | \$                          |              |
| B        | <b>AUTOMOBILE LIABILITY</b>                                                                                                   |                     | 296 6302-C01-53 | 09/01/2018              | 09/01/2019              | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000                |              |
|          | <input type="checkbox"/> ANY AUTO                                                                                             |                     | 296-6335-C01-53 | 09/01/2018              | 09/01/2019              | BODILY INJURY (Per person)                | \$                          |              |
|          | <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY |                     | 296-6337-C01-53 | 09/01/2018              | 09/01/2019              | BODILY INJURY (Per accident)              | \$                          |              |
|          | <input checked="" type="checkbox"/> HIRED AUTOS ONLY                                                                          |                     |                 |                         |                         | PROPERTY DAMAGE (Per accident)            | \$                          |              |
|          | <b>UMBRELLA LIAB</b>                                                                                                          |                     |                 |                         |                         | EACH OCCURRENCE                           | \$                          |              |
|          | <b>EXCESS LIAB</b>                                                                                                            |                     |                 |                         |                         | AGGREGATE                                 | \$                          |              |
|          | <b>DED</b>                                                                                                                    | <b>RETENTION \$</b> |                 |                         |                         |                                           | \$                          |              |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                          | Y/N                 | 0002011450      | 02/01/2019              | 02/01/2020              | PER STATUTE                               | OTH-ER                      |              |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                                   | Y                   |                 |                         |                         | N/A                                       | E.L. EACH ACCIDENT          | \$ 1,000,000 |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                        |                     |                 |                         |                         |                                           | E.L. DISEASE - EA EMPLOYEE  | \$ 1,000,000 |
|          |                                                                                                                               |                     |                 |                         |                         |                                           | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# AGENDA COMMENTARY

**Meeting Date:** 4/21/2022

**Department:** Parks and Recreation

**Contact:** Dan Kelinske, Director

**Agenda Item:** Consider Addendum No. 1 for a one (1) year renewal agreement with LTS Lawncare for manicured mowing services of select City owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds in an amount not to exceed \$118,956.64; 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 agreement was originally approved in the amount of \$114,355.59 with LTS Lawncare by City Council on May 6, 2021, utilizing the public bid process, Bid# B-21-11. The first year of service began October 1, 2021 and will end September 30, 2022. Addendum #1 is the first of up to three one (1) year renewal option, which would begin October 1, 2022 and end September 30, 2023.

| Service Year                                                | Proposal     |
|-------------------------------------------------------------|--------------|
| FY22 (Initial Award)                                        | \$114,355.59 |
| FY23 (1 <sup>st</sup> one year renewal option – Addendum 1) | \$118,956.64 |

The following locations would continue under the agreement: Lift Stations 8, 14, 23B, 26, 28, 29, 30, 31, 33, 34, 43; Water Wells 3, 4, 6, 7, 8; Water Towers 1, 2 3; City Property – City Hall, Lot, Library, Senior Center, Museum, Public Service Facility, Animal Adoption Center, APD, Bob Owen Pool, Girl Scout House Lot, American Legion Lot, Recreation Station (former Fire Station #1) + overflow lot, Fire/EMS Station #1, Fire Station 2, 3, former EMS Station, downtown parking lot, APD shooting range, Durant Detention Pond, Kost Detention Pond, Waste Water Treatment Plant, City Entrances – North and South areas on Bypass 35, Welcome to Alvin Sign areas (2): Parks – Ruben Adame, Newman, Citizens, Sealy, Prairie Dog, National Oak, Lions and Oak Park Cemetery.

This addendum is the first of up to three, one-year renewals allowed per the agreement, having an effective date October 1, 2022, thru September 30, 2023.

Staff recommends approval of addendum #1 allowed in the manicured mowing agreement in the amount of \$118,956.64 with LTS Lawncare as their performance continues to provide a good value to the City of Alvin.

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

**Funding Account:** 616-8003-00-3270 **Amount:** \$118,956.64 **1295 Form Required?** Yes ☒ No ☐

**Legal Review Required:** N/A ☐ Required ☐ **Date Completed:** 4/13/2022 SLH

**Supporting documents attached:**

- Addendum No. 1 – FY23

- Cost per location – FY23
  - Letter of intent to renew– LTS Lawncare
- 

**Recommendation:** Move to approve Addendum No. 1 for manicured mowing services of select City owned and State Right of Way property including lift stations, water wells, park land and various building grounds in an amount not to exceed \$118,956.64; 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**  
**TO THE CITY OF ALVIN**  
**MANICURED MOWING SERVICES AGREEMENT**

THIS Addendum No. 1 to the City of Alvin Manicured Mowing Services Agreement (“Addendum No. 1”) is made on this the 21st day of April, 2022, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and LTS Lawncare (“LTS”).

**WHEREAS**, on May 6, 2021, the City approved and entered into a Manicured Mowing Services Agreement with LTS Lawncare for lawn services of selected City facilities, Lift Stations, Water Wells and Towers, City parks and Right of Ways (the “Agreement”); and

**WHEREAS**, the Agreement provided for a term ending on September 30, 2022; and

**WHEREAS**, Section III of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum (See LTS Lawncare’s letter attached as Exhibit “A”); and

**WHEREAS**, this Addendum No. 1 includes a fuel increase of two and ½ (2.5%) percent. (See LTS Lawncare’s letter attached as Exhibit “A”); and

**WHEREAS**, the City and LTS Lawncare desire to extend the term of the Agreement for the first of three (3) additional one (1) year extension, ending September 30, 2023; and

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and LTS Lawncare hereby agree as follows:

**I.**

The original Agreement entered into between the City and LTS Lawncare is extended for an additional year, ending September 30, 2023.

**II.**

This renewal term is subject to the same terms and provisions contained within the original Agreement, except for the fuel increase of two and ½ (2.5%) percent.

**III.**

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified, or supplemented by written agreement and signed by all parties.

**IN WITNESS WHEREOF**, the parties have made and executed Addendum No. 1 to the Manicured Mowing Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**LTS LAWCARE**

**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
Larry Dietrich, President

By: \_\_\_\_\_  
Junru Roland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Suzanne L. Hanneman  
City Attorney



## B-21-11 Manicured Mowing Service Bid Submittals

### BID SUBMITTAL # 1 / LTS Lawncare

#### Section A - Lift Stations/Water Towers/Water Wells

| Item No. | Name             | Address                             | Site Bid Amount for Single Mowing | Estimated No. of Mowings/ Year | Estimated Annual Subtotal this item | 2.5% increase | FY 2023 Addendum #1 |
|----------|------------------|-------------------------------------|-----------------------------------|--------------------------------|-------------------------------------|---------------|---------------------|
| 1        | Lift Station 8   | 2580 Koster St.                     | \$ 20.97                          | 26                             | \$ 545.22                           | \$ 13.63      | \$ 558.85           |
| 2        | Lift Station 14  | 205 E. Old Galveston R.             | \$ 41.96                          | 26                             | \$ 1,083.94                         | \$ 27.10      | \$ 1,111.04         |
| 3        | Lift Station 23B | 1823 Steele Rd                      | \$ 41.96                          | 26                             | \$ 1,083.94                         | \$ 27.10      | \$ 1,111.04         |
| 4        | Lift Station 26  | 2490 Rowan Burton South & CR 178    | \$ 20.97                          | 26                             | \$ 545.22                           | \$ 13.63      | \$ 558.85           |
| 5        | Lift Station 28  | 2690 West Dumble St.                | \$ 41.96                          | 26                             | \$ 1,083.94                         | \$ 27.10      | \$ 1,111.04         |
| 6        | Lift Station 29  | 1920 Callaway                       | \$ 41.96                          | 26                             | \$ 1,083.94                         | \$ 27.10      | \$ 1,111.04         |
| 7        | Lift Station 30  | 1587 S. Hwy 35                      | \$ 20.97                          | 26                             | \$ 545.22                           | \$ 13.63      | \$ 558.85           |
| 8        | Lift Station 31  | 1075 FM 1462                        | \$ 20.97                          | 26                             | \$ 545.22                           | \$ 13.63      | \$ 558.85           |
| 9        | Lift Station 33  | Bypass 35                           | \$ 20.97                          | 26                             | \$ 545.22                           | \$ 13.63      | \$ 558.85           |
| 10       | Lift Station 34  | CR 153 @ End 3323 Old Galveston Rd. | \$ 20.97                          | 26                             | \$ 545.22                           | \$ 13.63      | \$ 558.85           |
| 11       | Lift Station 43  | 1846 FM 528                         | \$ 41.96                          | 26                             | \$ 1,083.94                         | \$ 27.10      | \$ 1,111.04         |
| 12       | Water Well #3    | 1080 W. Snyder                      | \$ 20.97                          | 26                             | \$ 545.22                           | \$ 13.63      | \$ 558.85           |
| 13       | Water Well #4    | 300 S. Durant                       | \$ 20.97                          | 26                             | \$ 545.22                           | \$ 13.63      | \$ 558.85           |
| 14       | Water Well #6    | 1050 Heights Rd                     | \$ 20.97                          | 26                             | \$ 545.22                           | \$ 13.63      | \$ 558.85           |
| 15       | Water Well #7    | 1060 Heights Rd                     | \$ 41.96                          | 26                             | \$ 1,083.94                         | \$ 27.10      | \$ 1,111.04         |
| 16       | Water Well #8    | 380 W. Willis St.                   | \$ 20.97                          | 26                             | \$ 545.22                           | \$ 13.63      | \$ 558.85           |

|    |             |                |          |    |             |          |             |
|----|-------------|----------------|----------|----|-------------|----------|-------------|
| 17 | Water Tower | 650 Dyche Lane | \$ 41.96 | 26 | \$ 1,083.94 | \$ 27.10 | \$ 1,111.04 |
| 18 | Water Tower | 707 Verhalen   | \$ 41.96 | 26 | \$ 1,083.94 | \$ 27.10 | \$ 1,111.04 |
| 19 | Water Tower | N. Bypass 35   | \$ 41.96 | 26 | \$ 1,083.94 | \$ 27.10 | \$ 1,111.04 |

**Section A Total \$ 15,207.66**

**\$ 15,587.85**

| Section B - Facility Grounds |                                  |                                  |                                   |                                |                                     |               |               |
|------------------------------|----------------------------------|----------------------------------|-----------------------------------|--------------------------------|-------------------------------------|---------------|---------------|
| Item No.                     | Name                             | Address                          | Site Bid Amount for Single Mowing | Estimated No. of Mowings/ Year | Estimated Annual Subtotal this item | 2.5% increase | FY 2023 Price |
| 20                           | City Hall                        | 216 W. Sealy St.                 | \$ 83.39                          | 30                             | \$ 2,501.70                         | \$ 62.54      | \$ 2,564.24   |
| 21                           | Vacant Lot (near chamber bldg.)  | W. Willis St @ Hardie St         | \$ 20.84                          | 30                             | \$ 625.20                           | \$ 15.63      | \$ 640.83     |
| 22                           | Library                          | 105 S. Gordon St.                | \$ 41.69                          | 30                             | \$ 1,258.80                         | \$ 31.47      | \$ 1,290.27   |
| 23                           | Senior Citizen Center            | 309 W. Sealy St                  | \$ 41.69                          | 30                             | \$ 1,258.80                         | \$ 31.47      | \$ 1,290.27   |
| 24                           | Museum                           | 302 W. Sealy St.                 | \$ 20.84                          | 30                             | \$ 625.20                           | \$ 15.63      | \$ 640.83     |
| 25                           | Public Service Facility          | 1100 W. Hwy 6                    | \$ 83.39                          | 30                             | \$ 2,501.70                         | \$ 62.54      | \$ 2,564.24   |
| 26                           | Alvin Animal Adoption Center     | 550 W. Hwy 6                     | \$ 125.08                         | 30                             | \$ 3,732.40                         | \$ 93.31      | \$ 3,825.71   |
| 27                           | Alvin Police Department          | 1500 S. Gordon St.               | \$ 83.39                          | 30                             | \$ 2,501.70                         | \$ 62.54      | \$ 2,564.24   |
| 28                           | Bob Owen Pool                    | 919 Bayou Dr.                    | \$ 41.69                          | 30                             | \$ 1,258.80                         | \$ 31.47      | \$ 1,290.27   |
| 29                           | Girl Scout House Lot             | 1006 W. Adoue St.                | \$ 83.39                          | 30                             | \$ 2,501.70                         | \$ 62.54      | \$ 2,564.24   |
| 30                           | American Legion Lot              | 206 S. Durant St                 | \$ 83.39                          | 30                             | \$ 2,501.70                         | \$ 62.54      | \$ 2,564.24   |
| 31                           | COA Facility with over-flow park | 302 W. House St./407 W. House St | \$ 41.69                          | 30                             | \$ 1,258.80                         | \$ 31.47      | \$ 1,290.27   |
| 32                           | Fire Station #2                  | 110 Medic Lane                   | \$ 41.69                          | 30                             | \$ 1,258.80                         | \$ 31.47      | \$ 1,290.27   |
| 33                           | Fire Station #3                  | 2700 FM 1462                     | \$ 62.54                          | 30                             | \$ 1,876.20                         | \$ 46.91      | \$ 1,923.11   |
| 34                           | COA Facility                     | 709 E. House St.                 | \$ 41.69                          | 30                             | \$ 1,258.80                         | \$ 31.47      | \$ 1,290.27   |
| 35                           | Park-N-Ride                      | 1755 Steel Rd.                   | \$ 41.69                          | 30                             | \$ 1,258.80                         | \$ 31.47      | \$ 1,290.27   |
| 36                           | Fire Training Field              | 7100 CR 160                      | \$ 83.39                          | 30                             | \$ 2,501.70                         | \$ 62.54      | \$ 2,564.24   |
| 37                           | Dyche Lane Property              | 800 Dyche Lane                   | \$ 83.39                          | 30                             | \$ 1,258.80                         | \$ 31.47      | \$ 1,290.27   |
| 38                           | Vacant Lot                       | N. Gordon St. @ W. Willis St.    | \$ 41.69                          | 30                             | \$ 1,258.80                         | \$ 31.47      | \$ 1,290.27   |
| 39                           | ACVB grounds (train depot)       | 200 Depot Centre Blvd.           | \$ 83.39                          | 30                             | \$ 2,501.70                         | \$ 62.54      | \$ 2,564.24   |
| 40                           | Fire Station / EMS               | 801 E. South Street              | \$ 125.08                         | 30                             | \$ 3,252.40                         | \$ 81.31      | \$ 3,333.71   |

|    |                       |                                     |           |    |             |           |             |
|----|-----------------------|-------------------------------------|-----------|----|-------------|-----------|-------------|
| 41 | Downtown Parking Lot  | Corner of Sealy St. & Gordon Street | \$ 41.69  | 30 | \$ 1,258.80 | \$ 31.47  | \$ 1,290.27 |
| 42 | APD Shooting Range    | 200 Depot Centre Blvd.              | \$ 83.39  | 30 | \$ 2,701.70 | \$ 67.54  | \$ 2,769.24 |
| 43 | Durant Detention Pond | Durant & South Street               | \$ 125.08 | 30 | \$ 3,252.40 | \$ 81.31  | \$ 3,333.71 |
| 44 | Kost Detention Pond   | Kost & South Street                 | \$ 175.00 | 30 | \$ 5,250.00 | \$ 131.25 | \$ 5,381.25 |
| 45 | Waste Water Treatment | 4238 CR 160                         | \$ 83.39  | 30 | \$ 2,501.70 | \$ 62.54  | \$ 2,564.24 |

**Section B Total**    \$ 52,215.40

**\$ 55,265.03**

| Section C - City Entrances |                             |                      |                                   |                                |                                     |               |               |
|----------------------------|-----------------------------|----------------------|-----------------------------------|--------------------------------|-------------------------------------|---------------|---------------|
| Item No.                   | Name                        | Address              | Site Bid Amount for Single Mowing | Estimated No. of Mowings/ Year | Estimated Annual Subtotal this item | 2.5% increase | FY 2023 Price |
| 46                         | North entrance sign area    | Southbound Bypass 35 | \$ 83.39                          | 39                             | \$ 3,251.21                         | \$ 81.28      | \$ 3,332.49   |
| 47                         | South entrance sign area #1 | Northbound Bypass 35 | \$ 83.39                          | 39                             | \$ 3,251.21                         | \$ 81.28      | \$ 3,332.49   |
| 48                         | South entrance Area #2      | Northbound Bypass 35 | \$ 250.00                         | 12                             | \$ 3,000.00                         | \$ 75.00      | \$ 3,075.00   |
| 49                         | Welcome to Alvin Sign       | Hwy 6 @ Gordon St.   | \$ 41.69                          | 39                             | \$ 1,639.55                         | \$ 40.99      | \$ 1,680.54   |
| 50                         | Welcome to Alvin Sign       | Hwy 6 from Manvel    | \$ 41.69                          | 39                             | \$ 1,639.55                         | \$ 40.99      | \$ 1,680.54   |

**Section C Total**    \$ 12,783.55

**\$ 13,101.06**

| Section D - Public Parks |                   |                                 |                                   |                                |                                     |               |               |
|--------------------------|-------------------|---------------------------------|-----------------------------------|--------------------------------|-------------------------------------|---------------|---------------|
| Item No.                 | Name              | Address                         | Site Bid Amount for Single Mowing | Estimated No. of Mowings/ Year | Estimated Annual Subtotal this item | 2.5% increase | FY 2023 Price |
| 51                       | Ruben Adame       | 801 Shaw St.                    | \$ 41.69                          | 39                             | \$ 1,625.91                         | \$ 40.65      | \$ 1,666.56   |
| 52                       | Newman Park       | 1200 Newman St.                 | \$ 83.39                          | 39                             | \$ 3,252.21                         | \$ 81.31      | \$ 3,333.52   |
| 53                       | Citizens Park     | Gordon St. @ Depot Centre Blvd. | \$ 20.89                          | 39                             | \$ 814.71                           | \$ 20.37      | \$ 835.08     |
| 54                       | Sealy Park        | 206 S. Durant St.               | \$ 62.54                          | 39                             | \$ 2,439.06                         | \$ 60.98      | \$ 2,500.04   |
| 55                       | Prairie Dog Park  | 575 E. Hathaway                 | \$ 41.69                          | 39                             | \$ 1,625.91                         | \$ 40.65      | \$ 1,666.56   |
| 56                       | National Oak Park | 118 S. Magnolia St.             | \$ 125.08                         | 39                             | \$ 4,878.12                         | \$ 121.95     | \$ 5,000.07   |

|    |                   |                  |           |    |              |           |              |
|----|-------------------|------------------|-----------|----|--------------|-----------|--------------|
| 57 | Lion's Park       | 1060 College Dr  | \$ 208.47 | 39 | \$ 8,130.52  | \$ 203.26 | \$ 8,333.78  |
| 58 | Oak Park Cemetery | 300 Oak Park Dr. | \$ 291.86 | 39 | \$ 11,382.54 | \$ 284.56 | \$ 11,667.10 |

Section D Total

\$ 34,148.44

\$ 35,002.70

GRAND TOTAL

\$ 114,355.05

\$ 118,956.64



**LTS Lawncare**

*P.O. BOX 314*

*Alvin, Texas 77512*

*281.433.2590*



DATE: 3/24/2022

DAN KELINSKE

City of Alvin

Dept. of Parks and Recreation

This Letter of Intent is to notify you of my intent to continue the current contract #B-21-11. between LTS Lawncare and the City of Alvin, Fiscal Year, October 1, 2022 thru September 30, 2023. Pricing requesting approval of 2.5% (See Attached breakdown of Contract pricing) Which I hope the City will consider approval of.

I hope that our service continues to meet and exceeds your expectations.

Thank You,

Larry Dietrich



# AGENDA COMMENTARY

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**Meeting Date:** 4/21/2022

**Department:** City Secretary

**Contact:** Dixie Roberts, ACM/City Secretary

**Agenda Item:** Accept resignation from Planning Commission Board member, Randall Reed.

---

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

---

**Summary:** The City Secretary's office received verbal intent/confirmation from Mr. Reed to resign from the Planning Commission for his term ending on December 31, 2022. This agenda item is the formal acceptance of his resignation.

Mr. Reed stated he has enjoyed serving as a member of the Commission and working with Staff, Council and Mayors, and extended his thanks to all for allowing him to serve for so many years.

An appointment to fill this vacancy on the Commission will be brought to City Council for consideration at a later 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:** 4/13/2022 SLH \_\_\_\_\_

---

**Supporting documents attached:**

- N/A
- 

**Recommendation:** Move to accept the resignation from Planning Commission Board member, Randall Reed.

---

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

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



# AGENDA COMMENTARY

**Meeting Date:** 4/21/2022

**Department:** City Secretary

**Contact:** Dixie Roberts, City Secretary

**Agenda Item:** Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2022 season.

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

**Summary:** This is an annual request for authorization from the Brazoria County Mosquito Control District for the continuance of aerial spraying over the City of Alvin. The spraying is performed during massive outbreaks of mosquitoes (typically in summer and fall months) by the contracted aerial sprayer. The County will put out notifications through their respective social media accounts and other means available. The flying schedule depends heavily upon the landing rate counts, weather and wind conditions. As a result of the variables listed, the County is unable to give notice of the specific flying time in advance.

Aerial spraying has proven to be an effective measure for mosquito control in Brazoria County. More information can be obtained by calling the Brazoria County Mosquito Control Office at 979-864-1532 or by visiting: <https://www.brazoriacountytx.gov/departments/mosquito-control/spray-request>. Residents can also submit spray requests by calling their office, or by visiting the website listed above.

Staff recommends approval.

**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:** 4/13/2022 SLH \_\_\_\_\_

## Supporting documents attached:

- Proposed letter of authorization from City Manager
- Letter of Request from Brazoria County Mosquito Control Dist.

**Recommendation:** Move to authorize the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2022 season.

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**

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4248 • FAX (281) 388-4294

**Office of the City Manager**

April 21, 2022

Ms. Fran Henderson, Director  
Brazoria County Mosquito Control District  
1380 East Kiber  
Angleton, Texas 77515

**Re: Aerial Spraying over the City of Alvin**

Dear Ms. Henderson:

The City of Alvin would like the Brazoria County Mosquito Control District to continue providing aerial spraying over the City of Alvin. We understand the spraying will be done during heavy outbreaks of mosquitoes.

We would like to thank you for providing this service and agree this type of spraying has been a big help in controlling mosquitoes in our area.

Sincerely,

Junru Roland  
City Manager





**Brazoria County Mosquito Control District**  
**1380 East Kiber**  
**Angleton, TX 77515**  
**979-864-1532**

**Fran Henderson. Director**

March 8, 2022

**RE: AERIAL SPRAYING OVER BRAZORIA COUNTY**

The Brazoria County Mosquito Control is updating files for the 2022 season of aerial spraying over cities and towns of Brazoria County. We would like your permission "to spray" or "not to spray" over your area. The spray is done during heavy outbreaks of mosquitos by our aerial contract sprayer.

Aerial spraying takes place only after a public notification to inform the citizen of Brazoria County that we will be spraying. There will be notifications of aerial spraying through notices posted at the courthouse. In addition, the notifications can be found on our website, and Brazoria Counties official Facebook and Twitter pages. The flying schedule depends heavily upon landing rate counts, weather and wind conditions.

Our daily spray schedule will be posted on our website.

<https://www.brazoriacountytx.gov/departments/mosquito-control/spray-schedule>

If your governing body would like to continue receiving this service for over your city or town, please email approval or disapproval on your letterhead to [tvarner@brazoria-county.com](mailto:tvarner@brazoria-county.com) Please have one of the following officials sign the letter: (A) Mayor, (B) City Manager, (C) Chief of Police, (D) City Council, or (E) County Commissioner.

We would appreciate your prompt response to our request.

Respectfully,

A handwritten signature in cursive script that reads "Fran Henderson".

Fran Henderson  
Director, Mosquito Control



# AGENDA COMMENTARY

**Meeting Date:** 4/21/2022

**Department:** Legal

**Contact:** Suzanne L. Hanneman, City Attorney

**Agenda Item:** Consider the letter application by Marwell Petroleum Limited Partnership for a permit to continue operating the Burns #1 Well located off FM2403.

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

**Summary:** Marwell Petroleum purchased the Burns #1 Well in 2020. The previous owner of the well had a permit and all the required requisites. The initial permit could not be transferred from one owner to the other. Therefore, Marwell Petroleum is submitting this letter application with the required documents to obtain a permit to continue operating Burns #1 Well.

This is an existing well and there are no plans to conduct expansive drilling, drill new bore holes, or drill any additional wells on the property. This well is located off FM2403. Chapter 16 of the Alvin Code of Ordinances states that the application must be approved the City Council.

Staff recommends approval.

**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:** 4/13/2022 SLH \_\_\_\_\_

## Supporting documents attached:

- Marwell Petroleum Limited Partnership letter application
- Marwell Petroleum Limited Partnership letter of credit
- Chapter 16 of the Alvin Code of Ordinances

**Recommendation:** Move to approve the letter application by Marwell Petroleum Limited Partnership for a permit to continue operating the Burns #1 Well.

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**

216 West Sealy Street

Alvin, Texas 77511

**Office of the City Secretary**

(281) 388-4257

**Permit for Pipeline, Well, Gas and/or Seismic Operations**

This permit incorporates all the provisions of Chapter 16 with the same force and effect as if Chapter 16 were copied verbatim in such permit. The complete ordinance is in the Alvin Code of Ordinances; Chapter 16 - Oil and Gas Wells.

Permittee Name: Marwell Petroleum Limited Partnership Contact Name: Grant Faulconer

Email: [REDACTED] Contact Number: 713-781-1105

Address: 1770 St. James Place, Ste 406 City: Houston State: Tx Zip: 77056

\*\*\*Attached to this Permit is the application submitted by permittee on April 6, 2022.

No actual operations shall be commenced until the permittee shall file and have approved an indemnity bond in the designated principal amount as defined in Chapter 16, Section 16. Indemnity Bond received by City Secretary on April 6, 2022.

Such permit, in duplicate originals, after approval of the city council, and prior to delivery to the permittee shall be signed by the permittee (with one original to be retained by the city and the other by the permittee); and when so signed, it shall constitute the permittee's drilling and installation permit, as well as the contractual obligation of the permittee to comply with the terms of such permit, bond, and all requirements of Chapter 16.

If, after a permit is issued and prior to commencement or completion of the operation, the permittee desires to change the work plan set forth in the original application, the permittee shall apply to the city council for approval of such change. If the requested amendment does not substantially enlarge the scope of operations nor adversely affect public safety, the city council may approve such change in the work plan, and the permit is thereby amended to the extent the changes are approved. If the permittee desires to substantially change the permit conditions, the permittee shall file an amended application to be considered in the manner set forth in Chapter 16 for an original application.

**Upon completion of the project, permittee shall provide "as built" plans of all pipeline installation to the City's Engineer, 1100 West Highway 6, Alvin, Texas 77511.**

Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

|                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Fees:</b><br><input checked="" type="checkbox"/> Application Fee - \$5,000.00<br>(Chapter 28 Oil & Gas)<br>Date Paid <u>4/6/22</u><br>Receipt # <u>ck 50272</u> | <b>Approval:</b><br>Examined and approved by City Council on _____. The term of the permit shall be for a period of one year from the date of the permit and so long thereafter as the permitted operation is produced or until such time as the permittee has permanently abandoned the operation for which the permit was issued or upon completion of installation of a pipeline.<br><br>_____<br>City Secretary<br><br>_____<br>Date |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



ZIONS BANCORPORATION, N.A.  
DBA AMEGY BANK  
INTERNATIONAL BANKING  
1717 WEST LOOP SOUTH, 22ND FL  
HOUSTON, TX 77027  
[REDACTED]

MARCH 31, 2022

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SBPTX303645

**APPLICANT:**

MARWELL PETROLEUM LIMITED PARTNERSHIP  
1770 ST. JAMES PLACE  
SUITE 406  
HOUSTON, TX 77056  
UNITED STATES

**BENEFICIARY:**

CITY OF ALVIN  
216 WEST SEALY STREET  
ALVIN, TEXAS 77511

**AMOUNT: USD 100,000.00 (ONE HUNDRED THOUSAND US DOLLARS)**

**EXPIRY DATE: MARCH 31, 2023**

EXPIRY PLACE: AT OUR COUNTERS

THIS LETTER OF CREDIT COVERS THE FOLLOWING FACILITIES:

(A) BURNS #1, RRC IDENTIFIER 189756, FIELD NAME OLIVER, SOUTH (10300), BRAZORIA COUNTY, TEXAS

WE, ZIONS BANCORPORATION, N.A. DBA AMEGY BANK HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT [REDACTED] FAVOR OF THE CITY OF ALVIN, TEXAS (YOU), FOR THE ACCOUNT OF MARWELL PETROLEUM LTD PARTNERSHIP, RRC OPERATOR [REDACTED] FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE \$ 100,000.00 U.S., AVAILABLE BY YOUR DRAFTS AT SIGHT ON ZIONS BANCORPORATION, N.A. DBA AMEGY BANK, EFFECTIVE MARCH 31, 2022 AND EXPIRING ON MARCH 31, 2023, BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR BEGINNING ON THE INITIAL EXPIRATION DATE AND EACH SUCCESSIVE EXPIRATION DATE, UNLESS, AT LEAST 120 DAYS BEFORE THE EXPIRATION DATE APPLICABLE TO THE CURRENT TERM, WE NOTIFY BOTH THE CITY SECRETARY OF THE CITY OF ALVIN LOCATED AT 216 WEST SEALY STREET, ALVIN, TEXAS 77511 AND MARWELL PETROLEUM LTD PARTNERSHIP, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR OVERNIGHT EXPRESS COURIER, THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE CURRENT EXPIRATION DATE. UPON RECEIPT OF SUCH NOTICE, AND FOR A PERIOD OF 120 DAYS AFTER THE DATE THE CITY SECRETARY OF THE CITY OF ALVIN, TEXAS SIGNS THE RETURN RECEIPT CARD, YOU MAY DRAW ON US HEREUNDER UPON PRESENTATION OF YOUR SIGHT DRAFT. THIS LETTER OF CREDIT MAY BE TERMINATED DURING THE COURSE OF ITS TERM ONLY IF WE ARE PROVIDED WITH A LETTER FROM YOU STATING THAT EACH OF THE ABOVE-REFERENCED FACILITIES HAVE BEEN CLOSED IN A MANNER THAT MEETS YOUR REQUIREMENTS OR ON SUCH DATE AS YOU AUTHORIZE THE RELEASE OF THIS LETTER OF CREDIT. THIS LETTER MUST BE ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ANY AMENDMENTS, IF APPLICABLE.

THE DOCUMENTS SPECIFIED BELOW MUST BE PRESENTED AT SIGHT ON OR BEFORE THE EXPIRY DATE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT:

A. THIS IRREVOCABLE STANDBY LETTER OF CREDIT OR A COPY THEREOF; AND  
B. AN AFFIDAVIT FROM THE CITY OF ALVIN OR ITS AUTHORIZED REPRESENTATIVE, STATING THAT A COMMERCIAL FACILITY SUBJECT TO THIS LETTER OF CREDIT HAS NOT PROVIDED A SUBSTITUTE LETTER OF CREDIT THAT HAS BEEN ACCEPTED BY THE CITY OF ALVIN, TEXAS OR ITS AUTHORIZED REPRESENTATIVE OR HAS DEFAULTED ON ITS OBLIGATIONS UNDER STATE LAW, RAILROAD COMMISSION RULES, OR THE CONDITIONS OF THE COMMERCIAL FACILITY PERMIT, OR IS LIKELY TO POLLUTE OR POLLUTING ANY GROUND OR SURFACE WATER, OR IS NOT BEING MAINTAINED IN COMPLIANCE WITH STATE LAW, RAILROAD COMMISSION RULES, OR THE CONDITIONS OF THE COMMERCIAL FACILITY PERMIT RELATING TO THE PREVENTION OR CONTROL OF POLLUTION.

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS STATED ABOVE WILL BE DULY HONORED ON PRESENTATION IF PRESENTED TO US AT OUR OFFICE AT THE ADDRESS SHOWN ABOVE ON OR BEFORE THE EXPIRY DATE.

IN ALL CORRESPONDENCE, PLEASE QUOTE OUR REFERENCE: SBPTX303645.

ZIONS BANCORPORATION, N.A. DBA AMEGY BANK

*Erin Dolyn Moss*

AUTHORIZED SIGNATURE

*Allen Miller*

AUTHORIZED COUNTERSIGNATURE

SECRETARY'S CERTIFICATE  
(INCUMBENCY)

I, Karen E. Dillard, do hereby certify that I am a duly appointed Assistant Secretary of the Amegy Bank division of Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States (the "Association"), and that the following is a true and correct copy of Section 10.3 of the Bylaws of the Association, and has not been amended, altered or repealed, and remains in full force and effect on the date hereof:

10.3 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents (collectively, "instruments") may be signed, executed, acknowledged, verified, delivered or accepted in behalf of the Association by the chairperson, or the Chief Executive Officer, or any vice president (however designated), or any other officer who holds a position that is senior to a vice president (however designated), or the secretary or any assistant secretary, or if in connection with the exercise of fiduciary powers of the Association, by any of said officers or by any Trust Officer. Any such instruments may also be executed, acknowledged, verified, delivered or accepted in behalf of the Association in such other manner and by such other officers or individuals as the board of directors or its authorized delegate may from time to time direct. The provisions of this Section 10.3 are supplementary to any other provisions of these Bylaws.

I also certify that the following individuals are duly appointed officers of the Association with authority to execute instruments related to the Association's Amegy Bank division pursuant to the Bylaws:

[REDACTED], Senior Vice President  
[REDACTED], Vice President

IN WITNESS WHEREOF, I have executed this certificate this 31<sup>st</sup> day of March, 2022.

[REDACTED]

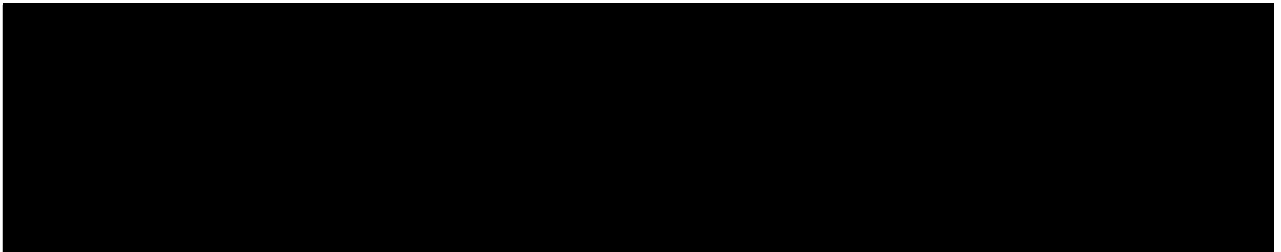




ZIONS BANCORPORATION, NATIONAL ASSOCIATION D/B/A AMEGY BANK

CERTIFICATE OF SECRETARY AS TO  
THE INCUMBENCY OF CERTAIN OFFICERS

I, Karen E. Dillard, do hereby certify that I am a duly appointed Assistant Secretary of the Amegy Bank division of Zions Bancorporation, National Association (the "Association"), and that, as of the date hereof, the individuals shown below are officers of the Association, holding the office shown opposite their names, and are authorized signatories for the Association's Amegy Bank division. I further certify that their signatures are known to me to be their genuine and authentic signatures.



Witness my hand and the seal of the Association this 31<sup>st</sup> day of March, 2022.



**Marwell Petroleum  
Limited Partnership**



March 8, 2022

Marwell Petroleum Ltd Partnership  
1770 St James Place, Ste. 406  
Houston, TX 77056

Dixie Roberts  
City of Alvin Texas, City Secretary's Office  
216 West Sealy Street  
Alvin, Texas 77511

RE: City Permit to Operate Burns #1 Well

In accordance with the City of Alvin Code of Ordinances, specifically, Chapter 16, Sections 14-16, this letter is to formally request approval from the City of Alvin to continue operating the Burns #1 well. The details of the well are as follows:

Well Name: Burns #1  
[REDACTED]

Field Name: Oliver, South (10300)  
Field Number: 67170 500

Marwell Petroleum has been operating oil and gas wells in the State of Texas since 1983 and purchased the Burns #1 well in 2020. This is an existing well and there are no plans to conduct expansive drilling, drill new bore holes, or drill any additional wells on the property. The Burns #1 well meets all safety and environmental standards as set forth by the Railroad Commission of Texas.

We have attached the requested maps, insurance certificates and letter of credit for the City's review.

  
\_\_\_\_\_  
Signature

3-8-22  
\_\_\_\_\_  
Date

Grant Faulconer  
President  
Marwell Petroleum Limited Partnership,  
RRC Operator # 531085



BURNS #1 WELL, RRC IDENTIFIER 189756



March 8, 2022

1:9,028  
0 0.05 0.1 0.2 0.2 mi  
0 0.1 0.2 0.4 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

# DIVISION OF INTEREST BURNS #1

## List of Owners

| Owner's Name                | Typ | Billing(WI) | Revenue(NRI) |
|-----------------------------|-----|-------------|--------------|
| ANDREW BACCINELLI           | R   |             | 0.00191639   |
| JOHN HENRY BACCINELLI       | R   |             | 0.00191639   |
| VIVIAN LEA BAGE             | R   |             | 0.00191639   |
| BANKS NANCY WALL            | O   |             | 0.00136149   |
| KAREN BARNES                | R   |             | 0.00080612   |
| BJERKE MARIE LOUISE WHETST  | R   |             | 0.00025352   |
| REBECCA SCHEDULE BLANCHE    | R   |             | 0.00218135   |
| BRENDA BRASHIER             | R   |             | 0.00020400   |
| ROY BRASHIER                | R   |             | 0.00020400   |
| JAMES N. BRISCOE            | R   |             | 0.00057364   |
| KAREN A. BRISCOE            | R   |             | 0.00059241   |
| MEREDITH P. BRISCOE         | R   |             | 0.00049204   |
| MICHAEL S BRISCOE           | R   |             | 0.00057120   |
| PATRICK BRISCOE             | R   |             | 0.00085272   |
| WALLER T BURNS II           | R   |             | 0.02393260   |
| CAMERON GST EX TR JANA SHA  | R   |             | 0.00133205   |
| CHACON SUSAN BAKER          | R   |             | 0.00025352   |
| CURRANS SUE GLENEWINKEL     | R   |             | 0.00008295   |
| CYPRESS PT. ROYALTIES, LP   | O   |             | 0.00163522   |
| SHERYL S. DUCROZ            | R   |             | 0.00232117   |
| SHERLY DUCROZ BY J L GERHA  | R   |             | 0.00232117   |
| SHERLY DUCROZ BY J L GERHA  | R1  |             | 0.00309489   |
| THOMAS OTTO EDLING          | R   |             | 0.00191639   |
| ELEVEN ELEPHANTS OIL AND G  | R   |             | 0.00000958   |
| SUSAN KEE ENDENDYK          | R   |             | 0.00405682   |
| JAMES ERNEST FEISTEL        | R   |             | 0.00047910   |
| JEFF E. FLEMING, JR.        | R   |             | 0.00345474   |
| FOOTHILL ROYALTIES, LP      | O   |             | 0.00163521   |
| FRAZIER REBECCA LYNN        | R   |             | 0.00031459   |
| RODNEY LORIN FRAZIER        | R   |             | 0.00031459   |
| JOLYNN GERHARDT BY J L GER  | R   |             | 0.00232117   |
| JOLYNN GERHARDT BY J L GER  | R   |             | 0.00309489   |
| GARY GLADFELTER             | R   |             | 0.00040800   |
| HAL GLENEWINKEL             | R   |             | 0.00008295   |
| ROSS GLENEWINKEL            | R   |             | 0.00008295   |
| FLORENCE HALVORSEN          | R   |             | 0.00191639   |
| HALLS BAYOU RANCH INC       | R   |             | 0.00008160   |
| HARRISON JACK               | R   |             | 0.00202841   |
| HELM JILL HARRISON          | R   |             | 0.00202841   |
| CARRIE ANN FEISTEL HIPPIE   | R   |             | 0.00047909   |
| HOLLOWAY DEANNA KAYE        | R   |             | 0.00943224   |
| DIANE HONZELL               | R   |             | 0.00020400   |
| KAISER BARBARA J.           | R   |             | 0.00306889   |
| BARRY KEE                   | R   |             | 0.00405682   |
| LA TAHO UNLIMITED, LP       | R   |             | 0.00012077   |
| RUTH G. LINDABURY           | R   |             | 0.00008295   |
| LINDNER SARA LESLIE FRAZIER | R   |             | 0.00031459   |
| LYONS, JR. EARL KEITH       | R   |             | 0.00031112   |
| YVETTE LYONS                | R   |             | 0.00031112   |
| MARWELL PETROLEUM LIMITED   | R   |             | 0.01897950   |

# DIVISION OF INTEREST BURNS #1

## List of Owners

|                           |   |            |            |
|---------------------------|---|------------|------------|
| MARWELL PETROLEUM LIMITED | W | 1.00000000 | 0.77043940 |
| PATRICIA B. MCCARTER      | O |            | 0.01635212 |
| HOLLY D MCGINNES BOATE    | R |            | 0.00014362 |
| MARTHA MCGINNIS           | R |            | 0.00191639 |
| TAMMY K MCGINNES          | R |            | 0.00014361 |
| LINDA MOORE               | R |            | 0.00335620 |
| MUTINA CHARLES            | R |            | 0.01212718 |
| BEN NORTINGTON            | R |            | 0.00000958 |
| JOAN PATTERSON            | R |            | 0.00191639 |

| Owner's Name                   | Typ | Billing(WI) | Revenue(NRI) |
|--------------------------------|-----|-------------|--------------|
| NANCY KEE PATERSON             | R   |             | 0.00405683   |
| JOHN PETERSON, JR.             | R   |             | 0.00191639   |
| KEITH PETERSON                 | R   |             | 0.00191639   |
| MARIE POWERS                   | R   |             | 0.00077654   |
| PAULINE AMELIA EDLING POWE     | R   |             | 0.00191643   |
| PRESTON RIDGE OIL              | R   |             | 0.00045994   |
| ROYALTY CLEARINGHOUSE, LTD     | R   |             | 0.00173480   |
| LYNN ANN FEISTEL SAMUELSON     | R   |             | 0.00047910   |
| BARBARA SMITH VAN NESS         | R   |             | 0.00094377   |
| THOMAS M. SMITH III            | R   |             | 0.00232117   |
| TM SMITH, III BY J L GERHARDT  | R   |             | 0.00232116   |
| THOMAS M. SMITH, JR. ESTATE    | R   |             | 0.00618978   |
| T M SMITH, III BY J L GERHARDT | R   |             | 0.00309489   |
| MARY SUCHER                    | R   |             | 0.00020400   |
| THORNTON LISA ANN WHETSTEI     | R   |             | 0.00025352   |
| THORNTON, SUCC ADM LISA        | R   |             | 0.00152114   |
| ALAN/MARY TRAVIS               | R   |             | 0.01196630   |
| TRIANGLE DEVELOPMENT COM       | R   |             | 0.02318889   |
| TWENTY-THREE OIL & GAS LTD     | R   |             | 0.01032188   |
| ROSALEA EDLING VENCIL          | R   |             | 0.00191639   |
| MARION V. WATSON               | R   |             | 0.00306889   |
| KAY DYCHE WEED                 | R   |             | 0.00000408   |
| WEST CYNTHIA K.                | R   |             | 0.00049499   |
| WETTENGEL SHARON WALL          | O   |             | 0.00136149   |
| WHETSTEIN MARY ELIZABETH       | R   |             | 0.00025352   |
| WHETSTEIN PAULA ALINE          | R   |             | 0.00025352   |
| WHETSTEIN ROBERT WAYNE         | R   |             | 0.00025352   |
| KEITH YEZER                    | R   |             | 0.00000408   |
|                                |     | 1.00000000  | 1.00000000   |



MARWPET-01

AMYSEGOVIA

DATE (MM/DD/YYYY)

3/7/2022

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>IBC Insurance Agency, LTD<br>221 South Shoreline Blvd<br>Corpus Christi, TX 78401 |                                         | <b>CONTACT NAME:</b> Amy Segovia<br><b>PHONE (A/C, No, Ext):</b> (361) 985-1900 27081<br><b>FAX (A/C, No):</b> (361) 985-7400<br><b>E-MAIL ADDRESS:</b> AmySegovia@ibc.com                                                                                                                                                                                                                                                                                                                                                          |  |                               |  |        |            |                           |       |            |                                         |       |            |                                |       |            |  |  |            |  |  |            |  |  |
|------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--|--------|------------|---------------------------|-------|------------|-----------------------------------------|-------|------------|--------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br><br>Marwell Petroleum, LP<br>1770 St James PL, Ste 406<br>Houston, TX 77056        |                                         | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER B:</td><td>Mercury County Mutual Insurance Company</td><td>29394</td></tr><tr><td>INSURER C:</td><td>Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table> |  | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Federal Insurance Company | 20281 | INSURER B: | Mercury County Mutual Insurance Company | 29394 | INSURER C: | Texas Mutual Insurance Company | 22945 | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                        |                                         | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                               |  |        |            |                           |       |            |                                         |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                           | Federal Insurance Company               | 20281                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                               |  |        |            |                           |       |            |                                         |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                           | Mercury County Mutual Insurance Company | 29394                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                               |  |        |            |                           |       |            |                                         |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                           | Texas Mutual Insurance Company          | 22945                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                               |  |        |            |                           |       |            |                                         |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                           |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |  |        |            |                           |       |            |                                         |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                           |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |  |        |            |                           |       |            |                                         |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                                           |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |  |        |            |                           |       |            |                                         |       |            |                                |       |            |  |  |            |  |  |            |  |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                           | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                    |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | 3588-40-72WCE  | 7/1/2021                | 7/1/2022                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>UNDERGROUND RES \$ 1,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                      |           |          | BA420000015985 | 7/1/2021                | 7/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                           |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$                                                                                                                                             |           |          | 7987-91-21     | 7/1/2020                | 7/1/2021                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                                              |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                               | Y/N<br>Y  | N/A      | 0001070806     | 7/17/2021               | 7/17/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
GL includes Blanket Additional Insured and Blanket Waivers of Subrogation as required by Written Contract

Work Comp - Grant Faulconer Excluded from policy

## CERTIFICATE HOLDER

## CANCELLATION

City of Alvin  
216 West Sealy Street  
Alvin, TX 77511

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **Chapter 16 OIL AND GAS WELLS AND PIPELINES<sup>1</sup>**

### ***ARTICLE I. IN GENERAL***

#### **Sec. 16-1. Application of, and compliance with chapter provisions.**

The rules set out in this chapter shall apply to all oil and gas wells in the limits of the city, including all wells directionally drilled so as to complete the well at a bottom hole location within the limits of the city, and wells completed in a drilling block, any portion of which may lie within the limits of the city, and to all seismic activities, including any activity, operation or work using acoustic energy to evaluate subsurface strata.

(Ord. No. 64-M, § 17, 12-9-64; Ord. No. 08-Q, § 2, 5-15-08; Ord. No. 3-JJ, § 2, 11-7-13)

#### **Sec. 16-2. Location in streets or alleys, restricted.**

It shall be unlawful for any person to drill any well for oil or gas, or perform any seismic activities within any of the streets or alleys of the city or to block or encumber or close up any street or alley in any such operations, except by special permit by order of the city council in accordance with the terms of this chapter.

(Ord. No. 64-M, § 2, 12-9-64; Ord. No. 08-Q, § 2, 5-15-08; Ord. No. 3-JJ, § 2, 11-7-13)

#### **Sec. 16-3. Public ways must be used for access to any operational sites.**

It shall be unlawful for any person to trespass across any properties to enter onto an oil or gas well drilling site, or a site utilized for seismic activities, other than from an existing street or dedicated highway used by the public and for the public's convenience.

(Ord. No. 64-M, § 3, 12-9-64; Ord. No. 08-Q, § 2, 5-15-08; Ord. No. 3-JJ, § 2, 11-7-13)

Editor's note(s)—Ord. No. 08-Q, § 2, adopted May 15, 2008, changed the title of § 16-3 from "Public ways must be used for access to drilling sites, etc." to "Public ways must be used for access to any operational sites."

#### **Sec. 16-4. Chapter does not authorize trespass nor affect owner's right of contract.**

Neither this chapter or any permit issued hereunder shall be interpreted to grant any right or license to the permittee to enter upon or occupy in any respect any land except by the written consent of the owner; nor shall it

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<sup>1</sup>Editor's note(s)—Ord. No. 64-M, §§ 1—35, 12-9-64, repealed Ch. 16 and passed the provisions now contained in Ch. 16. These provisions were not specifically amendatory to this Code and have been codified at the discretion of the editors. Some rearrangement has been made of a few sections to better fit into the article headings inserted by the editors.

Subsequently, Ord. No. 13-JJ, § 4, adopted Nov. 7, 2013, changed the title of Ch. 16 from "Oil and gas wells" to "Oil and gas wells and pipelines."

State law reference(s)—Oil and gas generally, V.T.C.A., Natural Resources Code ch. 81 et seq.

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limit or prevent the free right of any lot owner to contract for the amount of royalty to be paid with respect to his own land or other consideration therefor, or for damages, rights or privileges with respect thereto.

(Ord. No. 64-M, § 16, 12-9-64; Ord. No. 08-Q, § 2, 5-15-08)

### **Sec. 16-5. Penalties; fines; and revocation of permit.**

- (a) It shall be unlawful and an offense for any person to violate or fail to comply with any provision of this chapter, irrespective of whether or not the verbiage of each section of this chapter contains the specific language that such violation or failure to comply is unlawful and is an offense.
- (b) Any person who shall violate any of the provisions of this chapter, or any of the provisions of a permit issued pursuant to this chapter, or who shall fail to comply with the terms of this chapter, shall be guilty of a misdemeanor and such person shall, on conviction thereof, be fined as prescribed by section 1-5. The violation of each separate provision of this chapter, and of such permit, shall be considered a separate offense, and each day's violation of each separate provision thereof shall be considered a separate offense.
- (c) In addition to the penalties set out in this section, it is hereby provided that the city council, may, provided that thirty (30) days' notice has been given to the permittee that revocation is to be considered, revoke or suspend any permit issued under this chapter and under which operations are being conducted, if the permittee thereof has violated any provisions of such permit or this chapter. If the permit is revoked, the permittee may make application to the city council for reissuance of such permit. Under conditions relating to health, safety and welfare, the permit can be immediately suspended.

(Ord. No. 02-GG, § 1, 9-5-02; Ord. No. 07-E, § 14, 8-2-07)

Editor's note(s)—Ord. No. 02-GG, § 1, Sept. 5, 2002, repealed § 16-5 in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 16-5, pertained to penalty for violation of chapter provisions and derived from Ord. No. 64-M, § 35, adopted Dec. 9, 1964.

### **Secs. 16-6—16-10. Reserved.**

## ***ARTICLE II. PERMITS***

### **Sec. 16-11. Permit required.**

It shall be unlawful for any person to drill or commence to drill a well for oil or gas within the limits of the city, or to directionally drill so as to complete the well at a bottom hole location within the limits of the city, or to complete in a drilling block, any portion of which may lie within the city limits, or to work upon or assist in any way in the prosecution of the drilling of any such well, without a permit for the drilling, completion and operation of such well having been first issued by authority of the city council, in accordance with the provisions of this chapter.

(Ord. No. 64-M, § 4, 12-9-64)

### **Sec. 16-12. Permit applications to be reviewed by city council.**

All applications and accompanying data submitted in compliance with this chapter for a permit to drill, complete and operate a well for oil or gas within the limits of the city will be reviewed by the city council within a ninety-day time limit and action taken thereon. The city reserves the right to refuse any application for a permit.

(Ord. No. 64-M, § 1, 12-9-64)

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### **Sec. 16-13. Refusal of permit application by city council.**

The city council shall have the power and hereby reserves the authority to refuse any application for a permit under this chapter to drill an oil or gas well, when, by reason of the location of the proposed well and the character and value of the permanent improvements already erected on the drilling block in question or adjacent thereto, and the use to which the land and surroundings are adapted for civic purposes, or for sanitary reasons, or will be a serious disadvantage to either the health, comfort, convenience, the order, good government, safety, morals or welfare of the city and its inhabitants. When a permit is refused the fee made with the application as provided in section 16-18, shall be returned to the applicant.

(Ord. No. 64-M, § 15, 12-9-64)

### **Sec. 16-14. Permit application, generally.**

- (a) Every application for a permit to drill, complete and operate a well for oil and gas shall be in writing and signed by the applicant or by some person duly authorized to sign the same on his behalf. It shall be filed with the city secretary and shall state whether the well shall be drilled as an oil or gas well, the proposed depth, the drilling block and the particular lot and location in the block where the proposed well is to be located and bottomed, and shall have attached to it a plat showing the well location with a list of owners of leased and unleased interest certified by the applicant's attorney as to ownership. In the event, however, the city council shall find the necessity for same, the applicant shall furnish, with no cost to the city, certified or photostatic copies of the deed, oil and gas lease or drilling contract with the owners of the land covering the lots, blocks or tracts in the drilling block over which the applicant has control for oil and gas purposes, together with abstracts of title or certificates of title satisfactory to the city council, to the end that the application will show what proportion and what parts of the drilling block the applicant owns in fee or holds under lease or drilling contract from the owners. The applicant may withdraw the abstracts or certificates of title after they have been examined by the city council.
- (b) The application shall also be accompanied by a plat or map showing the exact perimeter and acreage content of the drilling block, designating lots, blocks or tracts owned or controlled by the applicant and showing the exact surface location of the proposed well and proposed bottom hole location.
- (c) The application shall also be accompanied by a full and detailed description of all proposed or anticipated operations, the casings and mud programs, a proposed procedure to minimize noise and vibrations, the proposed safety procedures, and any other related engineering details.
- (d) No wells shall be drilled and no permit shall be issued for any well to be drilled at any location within a drilling block which location is nearer than five hundred (500) feet of any residence, building, recorded subdivision or city approved preliminary or final plat without the applicant having first secured the written permission of the owner or owners thereof, signed and acknowledged before notaries public in the manner required for the recordings of deeds, or in the alternative, witnessed by two (2) disinterested persons. No wells shall be drilled and no permit shall be issued for any well to be drilled at any location within a drilling block which location is nearer than five hundred (500) feet to any exterior boundary line of land utilized for a public or parochial school, college, university, hospital, church or public building without permission of the owner or owners as above set out. No well shall be drilled and no permit shall be issued for any well to be drilled at any location within a drilling block which location is nearer than one thousand (1000) feet to a drainage canal, public water well or navigable stream.
- (e) The provisions of section 16-14 shall not apply when the applicant is drilling a substitute or replacement well of an existing oil and gas well, saltwater disposal well or injection well, or the applicant is deepening, recompleting, reworking, or re-entering an existing oil and gas well, saltwater disposal well, injection well, or abandoned wellbore.

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This provision shall stay in full force and effect as long as the existing oil and gas lease remains in effect.

All noise levels requirements of section 16-44 of this Code shall apply.

(Ord. No. 64-M, § 5, 12-9-64; Ord. No. 85-B, § 1, 4-4-85; Ord. No. 02-GG, §§ 2, 3, 9-5-02; Ord. No. 03-QQQ, § 1, 12-4-03; Ord. No. 05-J, § 1, 3-17-05)

### **Sec. 16-15. Notice of application and hearing thereon.**

- (a) Notice of the filing of each application for a permit under this chapter shall be given by the applicant as follows: At least ten (10) days prior to the date of hearing on the application, a copy of the notice in the form hereinafter prescribed shall be sent by certified mail to each surface owner or lessee of lots, blocks and tracts within one thousand (1,000) feet of the location of the proposed well not owned by or under lease to the applicant as such surface ownership is disclosed by the deed records of Brazoria County. A copy of such notice shall likewise be published at the cost of the applicant in one issue of the official newspaper of the city, which date of publication will be at least ten (10) days prior to the date of such hearing. Such notice shall state the lot and block number on which the applicant is asking for a permit to drill and the date and place of hearing, and shall be in words and figures as follows:

"Notice is hereby given that \_\_\_\_\_, acting under and pursuant to the terms and provisions of Ordinance No. 64-M, of the City of Alvin, Texas, did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, file with the City Secretary of the City of Alvin an application for a permit to drill a well for \_\_\_\_\_ (state whether oil or gas) to a depth of \_\_\_\_\_ feet, upon \_\_\_\_\_ (use legal land description). A hearing upon such application will be held in the City Council chambers of the City of Alvin, Texas, at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_ M."

- (b) Proof of notice shall be made by the applicant by filing with the city secretary an affidavit of the printer or publisher of the paper in which the notice is published containing a copy of the notice and stating the issue in which and period of time during which the notice was published, also an affidavit of the applicant shall be filed with the city secretary showing the date and persons to whom and the addresses to which the notice was mailed by the applicant, together with a verified or sworn statement that such addresses are the last addresses of the persons involved known to the applicant.
- (c) The time fixed in such notice of hearing on such application shall be set by the city manager.

(Ord. No. 64-M, § 6, 12-9-64; Ord. No. 02-GG, § 4, 9-5-02; Ord. No. 05-J, § 2, 3-17-05)

### **Sec. 16-16. Bond and insurance; required amounts.**

- (a) If a permit is issued by the city secretary under the terms of this chapter for the drilling of a well, no actual operations shall be commenced unless the permittee shall file with the city secretary a bond and certificate of insurance as follows: A bond in the principal sum of five hundred thousand dollars (\$500,000.00) shall be executed by a reliable insurance company. The bond shall be executed by a reliable insurance company authorized to do business in the state, as surety, and the applicant as principal, running to the city for the benefit of the city and all persons concerned, under the condition that the permittee shall comply with the terms and conditions of this chapter and the permit in the drilling and operation of the well. Such bond shall become effective on or before the date it is filed with the city secretary and shall remain in force and effect for at least a period of six months subsequent to the expiration of the term of the permit issued; and, in addition, the bond will be conditioned that the permittee will promptly pay all legally imposed fines, penalties and other assessments imposed upon the permittee by reason of his breach of any of the terms, provisions and conditions of this chapter and that the permittee will promptly restore the streets and sidewalks and other public property of the city which may be disturbed or damaged in the operations to their



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former condition; that the permittee will promptly clear all premises of all litter, trash, waste and other substances used, allowed or occurring in the operations, and will, after abandonment or completion, grade, level and restore such property to the same surface conditions, as nearly as possible, as existed when operations were first commenced, and that the permittee will indemnify and hold the city harmless from any and all liability growing out of or attributable to the granting of such permit. If at any time the permittee's bond is determined to be insufficient for any reason, the city manager may require the permittee to file a new bond.

If after the completion of a producing well, the permittee has complied with all the provisions of this chapter, such as removing derrick, clearing the premises and erection of fences, he may apply to have the bond reduced to a sum of not less than one hundred thousand dollars (\$100,000.00) on each well or facility for the remainder of the time such well produces or facility is operated without reworking. During reworking operations, the amount of the bond shall be increased to the original amount.

- (b) In addition to the bond required in subsection (a) of this section, the permittee shall carry a policy of standard, comprehensive public liability insurance, including contractual liability covering bodily injuries and property damage, naming the permittee and the city, with an insurance company authorized to do business in the state. Such policy in the aggregate shall provide for the following minimum coverages:

- (1) Bodily injuries, two million dollars (\$2,000,000.00), one person; five million dollars (\$5,000,000.00), one accident.
- (2) Property damage, five million dollars (\$5,000,000.00).

The permittee shall file with the city secretary the certificates of insurance required by this section. The insurance policy shall not be canceled without written notice to the city secretary at least ten days prior to the effective date of such cancellation. If such insurance policy is canceled, the permit granted shall terminate, and the permittee's right to operate under such permit shall cease until the permittee files additional insurance as provided in this section.

- (c) In lieu of any security bond or bonds required to be given under this section, the applicant may file with the city secretary his personal undertaking or undertakings which shall be in the same amount and shall contain the same conditions as hereinbefore provided with respect to surety bonds and which undertaking or undertakings shall be secured by United States government securities or securities of the State of Texas, or of counties or municipalities in the State of Texas, having a par value equal to the amount of the surety bond or bonds in lieu of which undertaking or undertakings is or are given, which securities shall be deposited in escrow in a bank in the city jointly selected by the city secretary and the applicant or his assigns along with and attached to a copy of the written undertaking for which they are to be held as security.
- (d) If any permit shall terminate and become inoperative as provided in section 16-23 or if the permittee or his assigns shall file with the city council written notice of his or their election to surrender his or their permit and abandon the premises covered thereby, then, if no claims under the bonds or undertakings are filed within two (2) years, the city secretary shall return the bonds or undertakings and/or securities theretofore furnished by the permittee in connection with such permit. If no claims are filed within such time, upon the satisfaction or defeat of such claims, such bonds or undertakings and/or securities shall thereupon be returned to the permittee or his assigns.

(Ord. No. 02-GG, § 5, 9-5-02)

Editor's note(s)—Ord. No. 02-GG, § 5, adopted Sept. 5, 2002, repealed § 16-16 in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 16-16 pertained to bonds or personal undertakings required of applicant and derived from Ord. No. 64-M, § 7, adopted Dec. 9, 1964.

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## **Sec. 16-17. Number of wells permitted under permit.**

A permit may be issued for the drilling, completion and operation of wells for oil and gas as follows:

- (1) Subject to the other provisions of this section, only one well shall be permitted for each drilling block. "Drilling block," as that term is used in this chapter, shall mean the land assigned as a well spacing unit or proration unit to the well for which the permit is applied in conformance with the rules of the Railroad Commission of the State of Texas existing at the time the application for permit is made.
- (2) Where it appears from geological or other scientific data or from drilling operations or other evidence that such drilling block or portion thereof is underlain by more than one separate reservoir containing an accumulation of oil or natural gas which is completely separated from any other reservoir, then a permit may be issued for a well for each such separate reservoir.
- (3) Where it appears from scientific data or other evidence that the existing well upon a drilling block will not effectively drain recoverable oil or natural gas from the producing reservoir, then a permit may be issued for such additional wells as are shown to be necessary to effectively drain all recoverable oil or natural gas from such reservoir.
- (4) Any well drilled in excess of the number herein provided shall be plugged.
- (5) For the purpose of this section, multiple well completions are specifically authorized in one well bore.

(Ord. No. 64-M, § 8, 12-9-64; Ord. No. 85-B, § 2, 4-4-85)

## **Sec. 16-18. Permit fee.**

The fee for a permit required by this chapter shall be that set forth in chapter 28 of this Code. The fee must accompany the permit application.

(Ord. No. 64-M, § 9, 12-9-64; Ord. No. 84-Y, § 3, 10-17-84; Ord. No. 00-PP, § 29, 10-19-00)

## **Sec. 16-19. Issuance of permit, generally.**

- (a) Except as provided in section 16-13, if an application for a permit under this chapter is found by the city council to comply in all respects with the terms of this chapter, the city secretary shall be authorized to issue a permit for the drilling, completion and operation of the well applied for. The granting and issuance of a permit for a well on a drilling block as provided in this chapter shall automatically operate as a rejection and denial of all other pending applications for wells upon the drilling block involved, or any portion or portions thereof.
- (b) Each permit shall:
  - (1) By reference have incorporated therein all the provisions of this chapter with the same force and effect as if this chapter were copied verbatim in such permit.
  - (2) Specify the location of the proposed well or injection facility with particularity to lot number, block number, name of addition or subdivision section line or other available correct legal description.
  - (3) Contain and specify that the term of the permit shall be for a period of one year from the date of the permit and so long thereafter as oil and gas are produced or until such time as the permittee has permanently abandoned the operation of such well or facility for which the permit was issued.
  - (4) Contain and specify such other terms and provisions as may be necessary in the particular case to accomplish the purposes of this chapter.

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- (5) Specify the hole size, casing program, cementing program, and total depth to which the well (if any) will be drilled.
  - (6) Contain and specify that no actual operations shall be commenced until the permittee shall file and have approved an indemnity bond in the designated principal amount as defined in section 16-16.

Such permit, in duplicate originals, after approval of the city council, and prior to delivery to the permittee shall be signed by the permittee (with one original to be retained by the city and the other by the permittee); and when so signed, it shall constitute the permittee's drilling and installation permit, as well as the contractual obligation of the permittee to comply with the terms of such permit, bond, and of this chapter.

- (c) If, after a permit is issued and prior to commencement or completion of the operation, the permittee desires to change the work plan set forth in the original application, the permittee shall apply to the city council for approval of such change. If the requested amendment does not substantially enlarge the scope of operations nor adversely affect public safety, the city council may approve such change in the work plan, and the permit is thereby amended to the extent the changes are approved. If the permittee desires to substantially change the permit conditions, the permittee shall file an amended application to be considered in the manner set forth in this article for an original application.

(Ord. No. 02-GG, § 6, 9-5-02; Ord. No. 3-JJ, § 3, 11-7-13)

Editor's note(s)—Ord. No. 02-GG, § 6, adopted Sept. 5, 2002, repealed § 16-19 in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 16-16 pertained to similar subject matter and derived from Ord. No. 64-M, § 10, adopted Dec. 9, 1964.

#### **Sec. 16-20. Permit to be issued only if applicant owns or has lease or contract for drilling site.**

No permit shall be granted or issued under this chapter for the drilling of a well except upon ground owned by the applicant or held by him under an oil and gas lease or drilling contract from the owner, giving the owner's permission or authority to drill the well, except as provided in section 16-21.

(Ord. No. 64-M, § 11, 12-9-64)

#### **Sec. 16-21. Conditions to issuance of permit when applicant does not own or have lease or contract for entire drilling block.**

In the event an application for a permit for the drilling, completion and operation of a well for oil or gas shall be made by any person not owning or not holding oil and gas leases or drilling contracts from the owners of all lots, blocks or parcels of land included in or embraced within a drilling block as referred to in section 16-17, a permit shall be issued to such applicant, his heirs, successors and assigns only upon the following conditions, in addition to such other conditions as may be provided in other sections of this chapter:

The applicant shall be free to enter into such contract and agreements with the owners of such other lots, blocks or tracts as he may be able to make. If agreements are not reached with all owners of lots, tracts and blocks within the drilling block, then the owners or owner of any given lot or lots, block or blocks, tract or tracts, shall have the right or option, by notice to the permittee given in writing within thirty (30) days after the issuance of a permit for a well on the drilling block involved, either (1) to treat his interest as a working interest and contribute toward the actual costs and expense of drilling, completing and operating such well with all necessary appurtenances currently each month in the proportion that the number of square feet in area owned by him in the drilling block bears to the number of square feet embraced in the block, and thereupon receive the same proportion of the oil produced and save from such well or its value at the well at the option of the permittee and a like proportion of natural gas produced, saved and utilized or sold, or the value of same at the well at the option of

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the permittee; or (2) to treat his interest as a royalty interest and receive, delivered free of cost in the pipe line to which the well may be connected, a share of all oil produced and saved from such well equal to one-eighth of the proportion of the whole quantity of oil so produced and saved that the number of square feet in such drilling block, or, at the election of the permittee, to receive such proportion of the value at the well of the oil so produced, and to receive a like proportion of the gas and casinghead gas produced, saved and utilized or sold, or at the election of permittee, the value at the well of such proportion of gas or casinghead gas produced, save and utilized or sold. If any owner does not exercise the right and option above provided and give notice to the permittee within the period above provided, the obligation shall then be upon the permittee, his heirs, successors and assigns to make settlement with such owner on the terms provided in subsection (2) above, providing for the payment of a one-eighth royalty. If the owner of a lot or lots, block or blocks, tract or tracts shall exercise option (1) above and treat his interest as a working interest, as therein provided, the permittee shall be entitled to reimburse himself for such owner's proportionate part of the costs out of such owner's proportionate part of the oil, gas and casinghead gas or the value thereof before making deliveries of products or settlement for the value thereof. If option (1) is exercised by the owner of any lot or lots, block or blocks, tract or tracts, such owner shall, within the time provided for notice of his election above set forth, file with the city secretary a bond or other obligation executed by such owner as principal and by an authorized surety company as surety, in which such principal and surety agree, bind and obligate themselves to pay to the permittee, his heirs, successors and assigns currently each month that proportion of the actual and necessary costs and expenses involved in the drilling, completion and operation of such well that the number of square feet embraced within the lot or lots, block or blocks, tract or tracts, of such owner shall bear to the total number of square feet in such drilling block. Such bond shall be subject to the approval of the city manager and held by the city secretary for the benefit of the beneficiaries therein. Permits shall be issued in all such cases upon the condition that the permittee, his heirs, successors and assigns shall make settlement in accordance with the provisions hereof.

(Ord. No. 64-M, § 12, 12-9-64)

## **Sec. 16-22. Seismic activities.**

It shall be an offense for any person or party to conduct any seismic activities within the city limits without first obtaining a permit. Seismic activities shall include all operations incident to and associated with said activity or construction. All application and permitting requirements and regulations in this article, as it relates to the drilling, completion and operation of a well for oil or gas within the limits of the city, shall also be applicable to seismic activities.

(Ord. No. 3-JJ, § 3, 11-7-13)

Editor's note(s)—Ord. No. 3-JJ, § 3, adopted Nov. 7, 2013, amended § 16-22 in its entirety to read as set out herein.

Former § 16-22 pertained to seismic activities, pipelines and other related flow lines and derived from Ord. No. 08-Q, § 2, 5-15-08.

## **Sec. 16-23. Termination of permit for failure to commence or cessation of drilling.**

A permit issued under this chapter shall terminate and become inoperative without any action on the part of the city council unless, within twelve (12) months from the date of the issue, actual drilling of the well is commenced. After the drilling of the well is commenced, the cessation of drilling operations prior to the completion of the well for a period of six (6) months shall operate to terminate and cancel the permit and the well shall be considered as abandoned for all purposes of this chapter and it shall be unlawful thereafter to continue the operation or drilling of such well without the issuance of another permit. If the well is completed as a producer and thereafter ceases to produce, the permittee shall obtain a drilling permit as provided in this chapter to conduct deepening or side tracking operations on the well.

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(Ord. No. 64-M, § 14, 12-9-64)

**Secs. 16-24, 16-25. Reserved.**

### ***ARTICLE III. OPERATING RULES***

#### **Sec. 16-26. Storage tanks and separators.**

- (a) It shall be unlawful and an offense for any person to use, construct, or operate in connection with any producing well within the city limits of Alvin any crude oil storage tanks exceeding five hundred (500) barrels capacity each and each such tank will be constructed and maintained as to be vapor tight and equipped with gas vents. Each tank to be surrounded with a fire wall at such distance from each tank as will under any circumstances hold and retain at least one and one-half (1½) times the maximum capacity of such tanks. A permittee may use, construct and operate a steel conventional separator, and such other steel tanks and appurtenances as are necessary for treating oil, with each of such facilities to be so constructed and maintained as to be vapor tight. Each oil and/or gas separator and any other pressure vessel containing oil or gas under pressure shall be equipped with both a pressure relief safety valve and a bursting head.
- (b) All battery and storage tanks, fired vessels and separators hereinafter erected or installed shall be at least two hundred (200) feet from any resident or buildings and two hundred fifty (250) feet from any public or parochial school, hospital, church, theater or public building.

(Ord. No. 64-M, § 18, 12-9-64)

#### **Sec. 16-27. Fired vessels.**

It shall be unlawful for any person within the corporate limits of the city to install any fired vessel or to operate any equipment with an open flame nearer than one hundred fifty (150) feet to any well or storage tank, unless equipped with approved spark arresters.

(Ord. No. 64-M, § 19, 12-9-64)

#### **Sec. 16-28. Derrick and rig.**

It shall be unlawful and an offense for any person to use or operate in connection with the drilling or reworking of any well within the city limits of Alvin, any wooden derrick or steam powered rig, or to permit any drilling rig or derrick to remain on the premises or drilling site for a period longer than sixty (60) days after completion or abandonment of the well. All engines shall be equipped with effective mufflers to prevent noise.

(Ord. No. 64-M, § 20, 12-9-64)

#### **Sec. 16-29. No-smoking signs required.**

Printed signs reading "DANGEROUS, NO SMOKING ALLOWED", or similar words shall be posted in conspicuous places on each producing well and tank battery.

(Ord. No. 64-M, § 21, 12-9-84)

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**Sec. 16-30. Premises to be kept clear of weeds, trash, etc.; waste disposal.**

- (a) The premises of any oil or gas well shall be kept clear of high grass, weeds and combustible trash within a radius of one hundred (100) feet around an oil tank, tanks or producing wells.
- (b) Any rubbish or debris that might constitute a fire hazard shall be removed to a distance of at least one hundred (100) feet from the vicinity of wells, tanks and pump stations. All waste shall be burned or disposed of in such a manner as to avoid creating a fire hazard or polluting streams and fresh water strata.
- (c) Proper sanitation facilities must be provided for the use of workmen at site in accordance with the direction of the building inspector for the city.

(Ord. No. 64-M, § 22, 12-9-64)

**Sec. 16-31. Open pits.**

Accumulation and storage of oil in open pits is prohibited.

(Ord. No. 64-M, § 23, 12-9-64)

**Sec. 16-32. Drill stem testing.**

Drill stem tests may be conducted only if the well effluent during the test shall be separated, the liquids shall be properly stored and the gases shall be properly burned and the effluent remaining in the drill pipe at the time the tool is closed is flushed to the surface by circulating drilling fluid down the annulus and up the drill pipe.

(Ord. No. 64-M, § 24, 12-9-64)

**Sec. 16-33. Location of pipe lines.**

No pipe lines for the transportation of oil and/or gas shall be constructed, laid, repaired or replaced without approval of the city manager.

(Ord. No. 64-M, § 25, 12-9-64)

**Sec. 16-34. Burying of pipe lines.**

All oil and gas pipe lines laid upon or across a public road or highway must be buried to a reasonably safe depth.

(Ord. No. 64-M, § 26, 12-9-64)

**Sec. 16-35. Light and power for congested drilling areas.**

Wherever available and practicable, electric light and power shall be installed in congested drilling areas.

(Ord. No. 64-M, § 27, 12-9-64)

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**Sec. 16-36. Cementing and setting protective string casing, and producing string casing.**

- (a) The operator of any well in any field or area within the City of Alvin, Texas, shall be required to set and cement a sufficient amount of surface casing to properly protect all fresh water sands as specified by the State Board of Water Engineers and the Director of Utilities for the particular area or field. The surface casing shall be of new or reconditioned casing and shall be set and cemented in accordance with the rules, regulations and orders of the Railroad Commission of Texas for the field or area in which the well is to be drilled. Cementing shall be by the pump and plug method and sufficient cement shall be used to fill the annular space back of the casing to the surface of the ground with full returns or corrective measures must be taken. The cement shall be allowed to set for a period of twelve (12) hours before drilling plug.
- (b) In lieu of setting the full amount of surface casing required to protect fresh water sands, the applicant may use the multi-stage cementing process. In using the multi-stage cementing process, sufficient cement shall be used in the stage cement job that is equivalent to the volume of the annulus from the cementing tool to the surface of the ground. Should the cement not reach the surface of the ground, a temperature survey must be conducted, then corrective measures must be taken. Any applicant using the multi-stage process must file with the city manager, a copy of the Railroad Commission of Texas letter granting such permit and an affidavit from the company performing the cementing. Failure to file either of these shall be unlawful and shall be punishable in accordance herewith.
- (c) In any well drilled in any field or area within the city, the producing string casing shall be of new or reconditioned pipe which has been tested and withstood the maximum anticipated pressures to be encountered. Cementing shall be by the pump and plug method and sufficient cement shall be used to fill the calculated annular space back of the casing to a point at least six hundred (600) feet above the shoe or the highest production zone, which ever is applicable; and the cement shall be allowed to stand for a period of twelve (12) hours before drilling plug. After cementing, the casing shall be tested at a pressure in pounds per square inch calculated by multiplying the length of the producing string by two-tenths (0.2), being maximum test pressure required. If at the end of thirty (30) minutes the pressure shows a drop of ten (10) percent or more of the above required test pressure, the casing shall be condemned. After corrective operation, the casing shall again be tested in the same manner.

(Ord. No. 64-M, § 28, 12-9-64)

**Sec. 16-37. Blowout preventer and other control equipment.**

Two fluid operated blowout preventers with dual controls with working pressures equal to the maximum anticipated wellhead pressures shall be used for all drilling or completion operations involving the use of drill pipe or tubing after the surface casing has been set. The mechanical operation of the preventers shall be checked every twenty-four (24) hours and shall be tested with pump pressure with enough frequency to insure good working order at all times.

(Ord. No. 64-M, § 29, 12-9-64)

**Sec. 16-38. Bradenheads.**

Each well drilled within the city limits of the city shall be equipped with a bradenhead with a test pressure of not less than six thousand (6,000) pounds per square inch. The bradenhead installed on the surface casing shall be equipped with fittings having a test pressure rating of not less than six thousand (6,000) pounds per square inch. The bradenhead pressure shall be checked at least once each calendar month and if pressure is found to exist, proper remedial measures shall be immediately taken to eliminate the source and the existence of the pressure.

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(Ord. No. 64-M, § 30, 12-9-64)

**Sec. 16-39. Wellhead connections.**

All completed wells within the City of Alvin shall be equipped with Christmas tree fittings and wellhead connections, with a rated working pressure equal to or greater than the surface shut-in pressure of the well. All wellhead connections shall be assembled and tested prior to installation by a fluid pressure which shall be equal to the test pressure of the fitting employed.

(Ord. No. 64-M, § 31, 12-9-64)

**Sec. 16-40. Abandoned wells.**

- (a) Whenever any well is abandoned within the city limits of Alvin, it shall be the obligation of the permittee to plug such well in accordance with the rules and regulations of the Railroad Commission of Texas and to take any and all additional provisions or precautionary measures prescribed by the State of Texas or the Railroad Commission of Texas in connection with abandonment and plugging of the well.
- (b) It shall be the further obligation of the permittee or the operator of the well to cut the surface casing off at least six (6) feet below the surface of the ground and to place at least a twenty-five-foot cement plug in the top of the casing and to weld the top of the casing completely shut. The resulting hole in the ground must be completely filled to the surface of the ground and duly tamped.

(Ord. No. 64-M, § 32, 12-9-64)

**Sec. 16-41. Fencing of wellheads, pits and tank batteries.**

Any person who completes any well as a producer shall have the obligation to fence said well, together with its surface facilities and storage tanks.

(Ord. No. 64-M, § 33, 12-9-64)

**Sec. 16-42. Disposal of salt water.**

Permittee shall make adequate provisions for the disposal of all salt water or other impurities which he may bring to the surface, and disposal to be made in such manner as to not contaminate the water supply, present or prospective, or to injure surface vegetation and the same must not be discharged into the sanitary sewer system or storm sewer.

(Ord. No. 64-M, § 34, 12-9-64)

**Sec. 16-43. Mufflers required.**

The engine-driven equipment used in connection with the drilling or operation of any well must be equipped with an approved spark-arresting muffler.

(Ord. No. 02-GG, § 7, 9-5-02)



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#### **Sec. 16-44. Noise levels.**

No person, either as owner, agent or operator, shall conduct any drilling or redrilling operations on any well if the sound pressure level of the drilling operation exceeds 85 dB(A) when measured fifty feet (50') from the well bore, unless either:

- (1) All derricks and all drilling machinery which produce noise and which are used in connection with such drilling or redrilling operations are enclosed with soundproofing material adequate to reduce the noise level below 85 dB(A); or
- (2) Drilling or redrilling operations are confined to the hours of 7:00 a.m. to 10:00 p.m.

(Ord. No. 02-GG, § 8, 9-5-02)

#### **Secs. 16-45—16-75. Reserved.**

### ***ARTICLE IV. PIPELINES***

#### **Sec. 16-76. Generally.**

*Definitions.* For the purposes of this article the following words, terms, and phrases shall have the meanings ascribed thereto, unless the context of their usage clearly indicates otherwise.

*City* means the City of Alvin, Texas, a home rule municipal corporation of the State of Texas, and shall include the officers, agents, employees, and representatives of said city.

*City council* means the governing body of the City of Alvin.

*City engineer* means a person appointed by the city manager and is duly authorized under the provisions of the Texas Engineering Practice Act.

*Commodity* means any substance capable of being transmitted through a pipeline which is, or may become, flammable, toxic or otherwise hazardous to human, animal or plant health or life.

*Construction* means placement, construction, installation, connection, extension, operation, alteration, substantial improvement, replacement, or repair, maintenance, or removal of any facility.

*Director of public works* means not only the city director of public works, but also the city superintendent of public works, the city building official, the city code compliance officer, city engineer, and any other person designated as such from time to time by the city council.

*Emergency* means a situation which, unless immediate remedial action is taken, will likely result in harm to public health, safety, and/or welfare.

*Facility or facilities* means and includes, but shall not be limited to, pipelines, flow lines, line pipe, and any related valves, switches, vaults, pipe compressors, pumping units, metering and delivery equipment, breakout tanks, and appliances, attachments, equipment, structures, fixtures, appurtenances, and such other objects, devices, or other items of tangible property, which are designed, constructed, installed, placed, used or operated in, upon, over, across, above, or below public rights-of-way and in any way related to any pipe or pipeline. However, a private, individually-owned connection and/or attendant downstream service line or device, through which a utility service is received by the end user owning same, for which required permits have been issued under applicable building, plumbing, electrical, or other codes of the city, shall not be deemed as facilities hereunder.

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*Low pressure* means a distribution system in which the gas pressure in the main is substantially the same as the pressure provided to the customer.

*Main* means a distribution line that serves as a common source of supply for more than one service line.

*Mineral well* in this article means any hole or bore to any sand, horizon, formation, strata or depth for the purpose of producing any oil, gas, liquid hydrocarbon, brine water, sulphur water or use as an injection well for secondary recovery, or any of them.

*Permit* means an ordinance of the city enacted pursuant to this article, authorizing certain construction, substantial improvement, replacement or repair of a facility.

*Person* means an individual, corporation, association, partnership, joint venture, firm, limited liability partnership, joint-stock company, association, governmental entity other than city, or any other public or private entity.

*Pipeline* means a line of pipe and any affiliated pumps, valves, control devices, and other facilities for conveying a commodity or commodities.

*Public rights-of-way* or *public right-of-way* means the surface, air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement, or similar property within the corporate limits of the city, and in which the city holds a property interest (fee title, easement or otherwise), or over which the city holds and exercises a right of management or control, and which, consistent with the purposes for which it was acquired or dedicated, may be used for the installation and maintenance of facilities.

*Shut-off valve* means any device installed in a pipeline and used to stop the conveyance of a commodity or commodities through a pipeline.

*Substantial improvement, replacement or repair* shall be determined by the city engineer dependent on the specific change.

*User* means a person having, owning, leasing, using, or operating facilities within or crossing a public right-of-way.

(Ord. No. 13-JJ, § 4, 11-7-13)

## **Sec. 16-77. Proximity of structures to pipelines and mineral wells.**

### **(a) *Restriction of the construction of structures near existing pipelines.***

- (1) No residential, commercial, or industrial structure, other than structures necessary to operate the facility or pipeline, shall be erected at or moved to a location nearer than fifty (50) feet to any facility or pipeline, other than a low pressure distribution system pipeline as defined herein.
- (2) No residential, commercial, or industrial structure shall be erected nearer than one hundred fifty (150) feet to any mineral well or related facility other than structures necessary to operate the mineral well or facility.
- (3) This subsection (a) shall not apply to any structures existing before the effective date of this article.
- (4) This section shall also require that a person, firm or corporation that desires to erect or move a structure to a location nearer than one hundred (100) feet, but not closer than fifty (50) feet, from any facility or pipeline must execute and file an acknowledgement, indemnification, and hold harmless agreement in form satisfactory to the city attorney.

### **(b) *Restriction of construction and operation of pipelines and facilities near existing structures.***

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- (1) No facility or pipeline, other than a low pressure distribution system pipeline as defined herein, shall be erected at or moved to a location nearer than fifty (50) feet to any residential, commercial, or industrial structure, other than structures necessary to operate the facility or pipeline.
  - (2) Exceptions to restriction of pipeline and facilities.
    - a. This subsection (b) shall not apply to any facility or pipeline existing before the effective date of this article.
    - b. This subsection (b) shall not apply to any facility or pipeline that meets all of the following criteria:
      1. The facility or pipeline is now or hereafter placed at a location in a pipeline right-of-way or pipeline easement that exists before the effective date of this article;
      2. The facility or pipeline could otherwise be lawfully placed at said location;
      3. Due to the width of the pipeline right-of-way or easement, the other pipeline(s) in the right-of-way or easement, or any other factor except this subsection (b), the facility or pipeline in question could not lawfully be placed at a location within the right-of-way or easement that complies with this subsection (b); and
      4. This subsection (b) would restrict the placement of the facility or pipeline, without this grandfather clause (subsection (b)(2)a.).

(Ord. No. 13-JJ, § 4, 11-7-13)

#### **Sec. 16-78. Permit required.**

It shall be unlawful for any person to cause, permit, or participate in the construction of any facility within or crossing the city limits of Alvin after the effective date of this article, except in compliance with a permit granted by the city in accordance with this article. The procedure for obtaining a permit is as follows:

- (1) The applicant shall file an application for a permit pursuant to this article and pay the required fees before any review may be performed by the city.
- (2) The city engineer reviews the application and makes recommendations to the city council.
- (3) The city council considers the application for a permit. If the permit is granted, the city council enacts an ordinance granting the permit.
- (4) The user shall file with the city engineer the insurance policies, guaranty of performance, and other prerequisites required by this article or any applicable law.
- (5) The city engineer, in consultation with the director of public works and city attorney, shall issue a notice to proceed with the construction under the permit, but only after all prerequisites have been satisfied.
- (6) The user shall perform the construction under the permit within the time specified in the permit.
- (7) The user shall file as-built drawings including GPS coordinates of the facilities, in digital format, with the city engineer pursuant to this article.
- (8) Nothing in this article shall be construed to excuse the applicant user, or any other person from any other or more detailed requirement or any applicable law.
- (9) Upon mutual agreement by user and city, this permit mechanism for use of right-of-ways may be used for construction of a facility on city-owned fee property or easements.

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(Ord. No. 13-JJ, § 4, 11-7-13)

### **Sec. 16-79. Permit fees.**

An applicant for a permit shall pay fees to the city as set forth in chapter 28 of this Code at the time of applying for the permit.

(Ord. No. 13-JJ, § 4, 11-7-13)

### **Sec. 16-80. Application for permit.**

An applicant for a permit shall file nine (9) copies of the application with the city engineer. The application shall include the following:

- (1) The name and legal status of the user;
- (2) The name, address, telephone number, e-mail address, and fax number of the individual(s) who will be contact(s) for the user;
- (3) The name, address, telephone number, e-mail address, and fax number of the individual(s) who will be the contact(s) for the field location of the facilities;
- (4) The name, address, telephone number, e-mail address and fax number of an emergency contact who shall be available for twenty-four (24) hours every day, and who shall furnish immediately upon request information concerning the common name of the commodity carried by the pipeline and the pressure in the pipeline;
- (5) The commodity proposed to be transported through the facility and the maximum pressure and temperature under which the commodity will be transported;
- (6) A scale drawing accurately showing the proposed location, course, alignment, and depth of the proposed pipeline and the location of all shut-off valves;
- (7) An alignment map, showing the precise location of all existing and proposed streets, as designated on the master plan of the city or on the official map of the city, across, along, or under which the pipeline is proposed; and
- (8) A written description of the proposed construction, including construction drawings and landscaping/tree removal and replacement plan;
- (9) The manner, means, and methods of the proposed construction and the types, sizes, and specifications of the materials to be used;
- (10) The proposed schedule for the construction, including, but not limited to, the proposed dates for commencement and completion of the construction and the proposed dates for any street closures;
- (11) Proof of insurance and a guaranty of performance, as required by this article;
- (12) A written certification signed by the applicant, stating that the information in the application is true and complete; and
- (13) The application fee as required by this article.

(Ord. No. 13-JJ, § 4, 11-7-13)

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### **Sec. 16-81. Review and recommendations by city engineer.**

The city engineer shall examine the application and accompanying documents and shall make recommendations to the city council concerning the granting or denying of the application and any conditions or requirements for such action. The city engineer shall report to the city council as to whether the proposed facility is consistent with the probable future development of the areas where it will be located, and with the location or probable location of existing and future streets and utilities.

(Ord. No. 13-JJ, § 4, 11-7-13)

### **Sec. 16-82. Ordinance granting permit.**

- (a) The city council shall consider the application and the recommendations of the city staff. If the city council grants a permit, it shall do so by enacting an ordinance.
- (b) In addition, the permit shall be subject to all provisions of this article, except to the extent that the ordinance granting the permit clearly, specifically, explicitly, and expressly states otherwise.
- (c) The ordinance granting a permit shall specify the date by which the construction of the facility must be completed.
- (d) The ordinance granting a permit shall specify the points at which the facility may cross a public right-of-way. Facilities constructed in or crossing a public right-of-way are subject to annual fees or easement charges.
- (e) A permit hereunder shall not be effective unless the permittee accepts and agrees to the terms of the permit, as shown by the permittee's authorized signature thereon, within thirty (30) days after the city council grants the permit.
- (f) Notice to proceed. No person shall commence construction on a facility until such person has received a written notice to proceed from the city engineer, even though a permit ordinance has been granted. The notice to proceed shall not be issued until the user has satisfied all insurance, guaranties of performance, fee payments, and other preconditions required by this article or by the permit ordinance.
- (g) Effect of actions by city. Review and approval by the city of an application, the granting of a permit, or the issuance of a notice to proceed shall not constitute any representation or warranty regarding the sufficiency of design or construction of such facilities.

(Ord. No. 13-JJ, § 4, 11-7-13)

### **Sec. 16-83. Construction regulations.**

- (a) *Excavations.* All excavations and other construction in the public rights-of-way shall be performed in accordance with all applicable state, federal, and city regulations.
- (b) *Construction standards.*
  - (1) Technical specifications for pipe thickness and all other aspects of the construction must meet the highest safety standards.
  - (2) Pipes in public street rights-of-way must be placed in casing, sleeves, concrete, or other protective measures acceptable to the city engineer.
  - (3) However, this subsection shall not apply to pipelines transporting hazardous liquids or carbon dioxide that are subject to regulation by federal or state law, nor to gas pipelines regulated by Chapter 121 of the Texas Utility Code, other state law or federal law.

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- (c) *Interference with use of property.* All construction within public rights-of-way shall be undertaken so as to minimize interference with the use of public and private property, including protection of hardwood trees, and in accordance with any lawful direction given by the city under the police and regulatory powers of the city.
- (d) *Construction, hours, and duration.*
- (1) All excavations and other construction in the public rights-of-way shall be in conformance with the approved permit.
  - (2) Work for which a permit is required may be performed at any time; provided, however, any such permitted work performed within five hundred (500) feet of any residential structure may only be performed between the hours of 7:00 a.m. and 6:00 p.m. Any permitted work performed outside of the above working hours must be approved in advance by the city manager or his designee.
  - (3) All such construction and/or installation work shall be completed in the time specified in the permit. If the work cannot be completed within the specified time period, the user may request an extension from the city manager, or his designee, which extension shall not be unreasonably withheld. The city manager may submit such extension request to the city council for approval.
- (e) *Emergency repairs; restoration of service.* Notwithstanding the foregoing section, during an emergency when, in the good faith judgment of the user, failure to act immediately could jeopardize public health, safety, or general welfare, or in situations where a repair is necessary to restore service to a customer, such user may perform repairs to facilities within public rights-of-way, which involve the alteration or disturbance of the surface of such public rights-of-way, without prior notification to, or acquisition of, a construction permit from the city. In such cases, the user shall notify the city engineer as promptly as possible after beginning the work, but in no event later than the close of business on the next business day, stating the nature of such repairs and, if not completed, the length of time estimated to complete same. The user shall apply for the required approvals as soon as reasonably practicable, and any work performed that is not consistent with then applicable city standards shall be corrected upon notice thereof from the city.
- (f) *Restoration of public property.* Users shall not excavate public rights-of-way except as specifically authorized in a permit issued hereunder. Auger or tunnel construction methods under hardwood trees of twelve-inch caliper or more must be used to the extent practicable. Upon completion of work the user shall promptly restore the surface and all other points of the affected public rights-of-way to a condition that equals or exceeds its condition prior to such construction. To such end, the restoration shall comply with the following requirements but shall not be limited to those requirements:
- (1) Replacing all ground cover equal to or better than the type of groundcover damaged during work, either by sodding or seeding, or natural growth;
  - (2) Installation of all manholes and hand holes as required;
  - (3) All bore pits, potholes, trenches or any other holes shall be filled in or covered daily, unless other safety requirements are approved by the city engineer;
  - (4) Leveling of all trenches and backhoe lines;
  - (5) Restoration of excavation site to city specifications;
  - (6) Restoration of all landscaping and other affected structures such as sprinkler systems and mailboxes;
  - (7) Restoration of hardwood trees twelve (12) inches in caliper or larger by replacement with trees of a minimum three-inch caliper, as established by the American Association of Nurserymen, to equal the total caliper of the removed tree;
  - (8) Where settlement occurs, returning and repairing or refilling the settled areas as often as necessary; and

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(9) In all other ways restore the property to its condition before the work in question.

All of such work of restoration shall be done pursuant to plans and specifications approved by the city engineer. The city engineer shall inspect all such restoration and report any deficiencies therein to the city and the user. The user shall correct those deficiencies immediately upon receipt of such report.

- (g) *Maintenance period; delay in construction.* All restoration work shall be maintained by the user to the satisfaction of city for a period of one year from the date of completion of such restoration work. No public right-of-way shall be encumbered by construction, maintenance, removal, restoration, or repair work for a longer period than shall be necessary to execute such work. If there is an unreasonable delay by the user in restoring and maintaining the public right-of-way or restoring such public right-of-way after such excavations, construction, installation or repairs have been made, the city shall notify the user in writing that if such restoration or maintenance is not performed within five (5) days of receipt of such notice, the city shall have the right to restore or repair the same and to require the user to pay the reasonable cost of such restoration or repair, including any and all required indirect administrative expenses incurred by the city, including salary, benefits, and proportionate office expense. Furthermore, if restoration is not satisfactory and performed in a timely manner, all work in progress, except that related to the problem, including all work previously permitted but not complete, may be halted and a hold may be placed on any permits not approved until all restoration is complete.
- (h) *Routine maintenance.* Routine maintenance on facilities located within public right-of-way shall be conducted in a manner that is consistent with applicable city regulations governing such work, if any.
- (i) *Obstructions to traffic.* Any obstruction of vehicular or pedestrian traffic resulting from construction or repair activities to facilities, other than for emergency repairs, shall require prior written notification to the city. Any such work shall be performed in a manner calculated to cause the least inconvenience to the city and the public as is reasonably possible under the circumstances. When a user performs or causes to be performed any work over or across public street or sidewalk, or so closely adjacent thereto as to create hazards for the public or itself, the user shall provide construction and maintenance signs and sufficient barricades and flagmen at such sites as are reasonably necessary to protect the public and the user's equipment and workers. The application of such traffic control devices shall be consistent with the standards and provisions of the latest edition of the Texas Manual on Uniform Traffic Control Devices. Appropriate warning lights shall be used at all construction and maintenance zones where one or more traffic lanes are being obstructed during nighttime conditions.
- (j) *Closing of streets.* The user shall not close any public street, but shall at all times maintain a route of travel along and within any roadway that is within a public rights-of-way; provided however, in cases of an emergency, the city manager or his designee, may authorize the temporary closing of a public street or sidewalk to allow the user to complete such emergency repairs if, in the opinion of the city manager or his designee, such closing is necessary to protect the safety of the general public.
- (k) *As-built construction drawings.* Within sixty (60) days following completion of construction, or within sixty (60) days following any material alteration or modification thereto, the user shall supply the city with a complete set of digital as-built construction drawings including GPS coordinates for the work, or for the material alteration or modification thereof. For the purposes of this section, a material alteration or modification of a facility shall be deemed to have occurred if such alteration or modification would render the existing construction drawings inaccurate and/or misleading regarding the location of a structural component thereof. Such drawings shall be of sufficient detail to allow the city to determine the location of the facilities with reasonable accuracy.
- (l) *Notice required for construction.* A person or user shall notify the city engineer prior to any construction of any facility.
- (m) *Facility signs.* The user of every facility, new or existing, shall mark the facility with permanent signs in plain indelible lettering, showing the name of the user of the pipeline and the commodity being transported

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therein. Such signs shall be located in the pipeline right-of-way at each place where the pipeline intersects a public right-of-way and in addition along the pipeline right-of-way at intervals of no more than five hundred (500) feet. No person, except the owner or user of the pipeline or the duly authorized agent thereof, shall tamper with or remove any such sign.

- (n) *Relocation or removal of facilities.* To the extent authorized by law, the city may require a user to lower, bury, cover, relocate, or remove any facility within any public right-of-way, without cost to the city, if reasonably necessary, as determined by the city council, to abate a condition actually or potentially dangerous to public health or safety, or as may be reasonably necessary to accommodate the construction, repair, maintenance, removal, or installation of any publicly funded city project within the city in, upon, or under public rights-of-way, including, without limitation, street construction and widening, water, sanitary sewer, storm drains, street lights, and traffic signal conduits, or any other public facilities in, upon, or under the public rights-of-way. A user shall be provided the opportunity to collaborate in advance with the city and/or propose alternatives in order to minimize cost, better schedule the work, and accommodate suitable refinements and/or joint work with others.

In the event of any such requirement for lowering, burying, covering, relocating, or removing facilities as herein provided, the user shall complete same as soon as is reasonably practicable following written notice thereof by the city.

- (o) *Obsolete facilities.* User shall remove facilities from the public rights-of-way when such facilities are obsolete, are no longer in service, and create either visual blight or a nuisance to the public; provided however, a user shall not be required to remove any facility for which renovation or restoration is planned by the user, and which renovation or restoration is completed within a reasonable period of time as determined by the city engineer. When permanent structures in public rights-of-way are removed, the city shall be notified in writing of such removal.
- (p) *Erosion and stormwater measures.* Erosion control measures shall be implemented prior to commencement of any work. The user shall comply with stormwater management erosion control that complies with city, state and federal laws, regulations and guidelines. Requirements may include, but shall not be limited to, silt fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, and barricade fencing around open holes. High erosion areas shall require wire-backed silt fencing.
- (q) *Placement and depth of facilities.* All pipelines constructed or installed on or after the effective date of this article shall be buried underground. Except as otherwise provided by applicable state, federal, or city regulations, all underground facilities shall be installed a minimum of whichever of the following is deepest: (1) with no less than six (6) feet of cover; or (2) such greater depth as the city engineer determines is prudent for the safety of persons or property. Except as otherwise provided hereinafter, no facilities shall be constructed or installed above ground unless approved in advance by the city. Pedestals, junction boxes, metering facilities and similar appurtenances may be placed above ground. Users shall not place facilities within public rights-of-way in such a manner as to unreasonably interfere with existing electrical, cable, or telecommunications fixtures, water hydrants or mains, or drainage or sanitary sewer facilities, or other fixtures or personal property, and all such facilities shall be placed in such manner as not to interfere with usual travel or public and/or municipal use of the public rights-of-way. The city shall have the right to direct the location of facilities in the public rights-of-way. The installation, repair, construction, maintenance, and replacement of facilities in the public rights-of-way shall be subject to inspection and approval by the city. Users shall cooperate fully with the city in conducting inspections. Users shall promptly perform remedial action required by the city pursuant to such inspection.
- (r) *Line location and identification.* User shall be responsible for obtaining line locations from the Texas One-Call System, the city, and all affected utilities and others with facilities in public rights-of-way, prior to any excavation. Use of the geographic information system or plans of record shall not satisfy this requirement. The user shall be responsible for verifying the location, both horizontal and vertical, of all facilities. When



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required by the city engineer, a user shall verify locations of potential conflicts with existing facilities by potholing, hand digging, or other similar method, prior to any excavation or boring. A user must obtain approval in advance from the city engineer for the placement of all manholes, hand holes, or other devices or structures leading to underground facilities. Hand holes or manholes shall not be located in sidewalks unless approved by the city engineer. Location flags shall not be removed while facilities are being constructed. All location flags shall be removed during the cleanup process by the user at completion of the work. The user, or his agent, contractor, or subcontractor, shall notify the city engineer immediately of any damage to other utilities.

- (s) *Planning for capital improvement projects.* Users shall notify the city of existing and planned construction, maintenance, and other activities of the user within public rights-of-way. Except for emergencies, users shall coordinate all installations and construction within the public rights-of-way with the city's capital improvement programs. City shall notify user within sixty (60) days of the date city will demand relocation or removal of user's facilities to facilitate city's capital improvements program. Within sixty (60) days following receipt of the city's notice thereof, each user shall provide a written report to the city identifying and describing generally the existing facilities that are within or cross through the boundaries of each project identified by the city. The city and the user shall provide to each other the names of their respective designated officials who will serve as representatives for coordination of the exchange of information and planning on any such project. Users shall field locate their facilities, and identify same with surface markings within fifteen (15) working days following the city's request.
- (t) *Weight limits and truck routes.* Any user, operating under a permit or not, shall comply with the provisions of the federal and state regulations, as well as the Code of Ordinances chapter 24, traffic, article III, commercial motor vehicles, including, but not limited to, the permit and bond requirements. This requirement shall not be subject to the variance section of this article.

(Ord. No. 13-JJ, § 4, 11-7-13)

## **Sec. 16-84. Guarantee of performance.**

*Guarantee of performance.* An applicant for a permit hereunder and any other user shall file with the city, before the city issues a notice to proceed under a permit, a guarantee of performance of the user's obligations hereunder, whether to be performed by the user or any contractor or subcontractor on behalf of the user, to complete the installation of its facilities within the public rights-of-way in accordance with the permits and approved plans and specifications therefor. Such guarantee shall be payable to the city, in the amount of fifty thousand dollars (\$50,000.00). Provided, however, in the event a user, or a contractor or subcontractor performing work on behalf of a user, applies for a permit for work in which the estimated cost of restoration will exceed fifty thousand dollars (\$50,000.00), such user shall file a supplemental guarantee for such additional construction costs. Such guarantee may take the form of an irrevocable letter of credit or a statement of fiscal responsibility, as set forth below.

- (1) *Letters of credit.* An irrevocable letter of credit, in a form satisfactory to the city engineer and the city attorney shall be issued by a federally insured commercial lending institution with a credit rating of BAA or BBB+ or higher. The federally insured commercial institution on which the irrevocable letter of credit is to be drawn shall be acceptable to the city. The irrevocable letter of credit shall contain the following endorsement:

"At least sixty (60) days' prior written notice shall be given to the City Engineer by the financial institution of any intention to cancel, replace, fail to renew, or materially alter this irrevocable letter of credit. Such notice shall be given by certified mail to the City Engineer and City Attorney."

After providing a user with thirty (30) days' advance written notice of any amount due and owing, and the user's failure to pay such amounts, the city may draw upon the irrevocable letter of credit by

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presentation of a draft at sight, on the lending institution, accompanied by a written certificate signed by the city manager certifying that "(user) has failed to comply with provisions of ordinances applicable to (user's) use of public rights-of-way within the City of Alvin, Texas," and the letter of credit shall so provide.

The user shall structure the irrevocable letter of credit in such a manner that if the city draws upon the irrevocable letter of credit and reduces the amount of available credit to an amount below fifty thousand dollars (\$50,000.00), the user shall replenish the irrevocable letter of credit to a minimum of fifty thousand dollars (\$50,000.00) within five (5) calendar days after the available credit is reduced to an amount below fifty thousand dollars (\$50,000.00). The intent of this section is to ensure that the credit available to the city shall at no time fall below fifty thousand dollars (\$50,000.00).

- (2) *Statement of fiscal responsibility.* Written evidence, in the form of user's most recent financial statement, showing assets or reserves, that in the city's sole discretion, are sufficient to cover the amount of the guarantee required by this section shall be permitted. If the user's assets or reserves are no longer adequate to comply with the amounts required by this section, the user shall immediately notify the city and shall obtain a letter of credit as set forth above. If the city accepts financial statements under this section in lieu of a letter of credit, then the user shall provide all financial statements and information as the city may request.

*Other rights and remedies.* The rights reserved to the city with respect to the financial guarantees provided for in this section are in addition to all other rights of the city, whether reserved by this article or otherwise authorized by law, and no action, proceeding, or right with respect to the guarantee shall impair any other right the city has or may have.

(Ord. No. 13-JJ, § 4, 11-7-13)

## **Sec. 16-85. Insurance and indemnity.**

- (a) *Insurance.* A user shall procure and maintain insurance in full force and effect at all times while its facilities are located in the public rights-of-way. The insurance shall cover all risks associated with the use and occupancy of such rights-of-way. Coverages shall be on an "occurrence basis." The insurance requirements applicable to a user under this article shall be applicable to all persons performing work within public rights-of-way on behalf of such user unless such person is covered, or named as an additional insured, under the policies of insurance supplied by the user pursuant hereto. If any person other than a user is required to provide such insurance, the provisions referring to a user hereinbelow shall be construed to mean such person.

- (1) *Risks and limits of liability.* The insurance, at a minimum, must include the following coverages and limits of liability:

### **COVERAGE LIMIT OF LIABILITY**

- a. Worker's compensation statutory and employer's liability;
- b. Employer's liability bodily injury one million dollars (\$1,000,000.00) (each occurrence);
- c. Commercial general combined single limit for liability bodily injury and property damage of twenty million dollars (\$20,000,000.00) per occurrence and twenty million dollars (\$20,000,000.00) aggregate, and shall include:
  1. All premises/operations;
  2. Independent contractors;
  3. Products/completed operations;

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4. Personal and advertising injury;
  5. Contractual liability;
  6. Explosion, collapse and underground hazards;
  7. Pollution liability.
- d. Comprehensive automobile combined single limit for liability, including coverage bodily injury and property for loading and unloading damage of one million dollars (\$1,000,000.00) per hazards for occurrence:
    1. Owned/leased vehicles;
    2. Non-owned vehicles;
    3. Hired automobiles.
  - e. Excess coverage five million dollars (\$5,000,000.00) per occurrence/ combined aggregate in excess of limits specified for employer's liability, commercial general liability, and automobile liability.

Note: Aggregate limits are for a twelve-month policy period, unless otherwise indicated.

- (2) *Form of policies.* The insurance may be in one or more policies of insurance, the form of which must be approved by the Texas Department of Insurance.
- (3) *Issuers of policies.* The issuer of any policy shall be authorized to transact insurance business in the State of Texas.
- (4) *Insured parties.* Each policy shall name the user and the city (and the officers, agents, employees, and representatives of the city) as insured parties.
- (5) *Deductibles.* The user shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claims it may ever have for the deductible amounts against the city, its officers, agents, employees, and representatives.
- (6) *Cancellation.* Each policy shall expressly state that it may not be canceled or non-renewed unless thirty (30) days' advance notice of cancellation or non-renewal is given in writing to the city.
- (7) *Subrogation.* Each policy shall contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the city, its officers, agents, employees, or representatives.
- (8) *Liability for premium.* If any of the policies referred to above do not have a flat premium rate, and such premium has not been paid in full, such policy shall have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the user for any further premium payment and has no right to recover any premiums from the city.
- (9) *"Other insurance" clause.* The insurance policy(ies) shall provide that the "other insurance" clause does not apply to the city where the city is shown on the policy as an additional insured.
- (10) *Delivery of policies.* The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the user with the city engineer prior to the issuance by the city of a notice to proceed and prior to commencement of any work. Failure on the part of the user to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for cancellation of an existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a violation hereunder.

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- (11) *Liability of user.* The city's approval, disapproval, or failure to act regarding any insurance supplied by a user shall not relieve such person from full responsibility or liability for damages and accidents arising out of use or occupancy of public right-of-way. Neither bankruptcy, insolvency nor denial of liability by the insurance company shall exonerate the user from liability.
- (12) *Self-insurance.* A user may elect to self-insure to provide the insurance coverage required hereunder, subject to the restrictions set forth in this subsection, provided the user submits to the city copies of its certificates of self-insurance from the Texas Department of Insurance, and its most recent audited financial statements showing self-insurance reserves or other assets sufficient to pay judgments equal to the limits set forth above. A user shall also provide to the city documentation evidencing its process for reviewing and paying claims. The city shall be protected by a user's self-insurance to the same extent as an additional insured on a policy issued by an insurance company. If a user's self-insurance program ceases, or a user's assets or reserves are no longer sufficient to comply with the above coverage requirements, the user shall immediately notify the city of such lapse of coverage, and the user shall obtain commercial insurance, in accordance with the above requirements, within thirty (30) days following such notice.
- (b) *Indemnity.* To the extent permitted by law, each user, and each person performing work within a public rights-of-way as a contractor on behalf of a user, shall indemnify, defend, and hold the city harmless as set forth below. If any person other than a user is required to provide such indemnity, the provisions referring to a user hereinbelow shall be construed to mean such person.
- "The User shall promptly defend, indemnify, and hold the City harmless against any and all claims, damages, losses of any nature whatsoever, costs, attorney's fees, and costs of defense, that are Indemnified Losses or Indemnified Claims. The term "Indemnified Losses" herein shall mean any losses arising wholly or partly, directly or indirectly, from User's facilities or from any act or omission of the User in any way connected with the facilities or with any activities of User pursuant to this article. The term "Indemnified Claim" herein shall mean any claim, demand, suit, or judgment from any person against the City for any Indemnified Loss.
- For purposes of this indemnity, the acts or omissions of any contractor of the User, or of any officer, agent, employee, or representative, of the User or of any such contractor, shall be considered the acts and omissions of the User.
- This indemnity provision also includes liability arising from the City's negligence or alleged negligence, but only to the extent such liability arises out of a claim or claims that the City was negligent in authorizing the User to use or occupy the public rights-of-way, in regulating the conduct of the User, or in failing to prevent the User from acting in a negligent or wrongful manner.
- The indemnity provision set forth above is solely for the benefit of the City and the User and is not intended to create or grant any rights, contractual or otherwise, to any other person."

(Ord. No. 13-JJ, § 4, 11-7-13)

## **Sec. 16-86. Permits.**

- (a) *Revocation or denial of construction permits.* If any provision of this article is not followed, a permit for the construction of facilities hereunder may be revoked. If a person has not followed the terms and conditions of this article with respect to work done pursuant to a prior permit, new permits may be denied or additional terms may be required.
- (b) *Appeal from denial or revocation of permit.* Appeals from denials or revocations of permits shall be to the city council. Appeals shall be filed with the city secretary within fifteen (15) days from the date of the denial or revocation. A hearing shall be held within thirty (30) days of the date the appeal is filed with the city secretary.

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- (c) *Conflicts in terms.* Insofar as not covered by this article, any application shall also comply with the applicable provisions of the Alvin Code of Ordinances. In the event of conflict between the provisions of this article, the Alvin Code of Ordinances, any permit or other written authorization heretofore or hereafter approved by city, and any other ordinance or other law, the provisions of the stricter provision that provides more protection to the city and the city's assets shall control. Any permittee, user, and each person causing or participating in any construction of any facility shall comply with all applicable law concerning such permit, construction, and/or facility.
- (d) *Notice.* Any notice required or permitted by this article shall be written and shall be deemed effective upon the earlier of (1) actual receipt regardless of the delivery method or (2) being deposited in the United States mail, postage prepaid, by certified or registered mail to the recipient party, addressed as stated in this section. User's address for notice shall be the address stated on user's registration or application for a permit hereunder. The city's address for notice shall be: 1100 W. Highway 6, Alvin, Texas 77511. A user may change its address for notice by giving notice of such change in the manner provided.

(Ord. No. 13-JJ, § 4, 11-7-13)

## **Sec. 16-87. Penalties/remedies.**

- (a) *Criminal penalty.* Any person who shall violate any provision of this article shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine prescribed by section 1-5. Each day's violation shall constitute a separate offense.
- (b) *Civil remedies and penalties.* Any and/or all of the following civil remedies and penalties may be imposed for violation of any provision of this article:
- (1) A civil penalty of up to one thousand dollars (\$1,000.00) for each violation, and each day or portion of a day that a violation continues or is repeated shall constitute a separate violation;
  - (2) Revocation of any or all permits granted to allow work in public rights-of-way, subject to procedural guidelines provided in this article; and/or
  - (3) Injunctive relief, declaratory relief, monetary damages, attorney's fees and all other expenses incurred in enforcing this article, costs of court, interest as provided by law, and all other remedies at law or in equity.
- (c) *Cumulative remedies/no election of remedies.* All remedies and penalties in favor of the city or against any person other than the city are cumulative. The pursuit or receipt by the city of any one or more penalties or remedies shall not constitute an election of remedies, and shall not prevent the city from pursuing and receiving any and all other remedies and penalties.
- (d) *Non-waiver.* The failure or omission of the city, upon one or more occasions, to enforce any right, obligation, or remedy hereunder shall never be construed as a waiver of the city's right to strictly enforce such right, obligation, or remedy, and the city may resume such strict enforcement without advance notice.
- (e) *Performance by a city when another person fails to perform.* If any person other than the city fails or refuses to promptly perform any obligation pursuant to this article or to a permit granted under this article, then the city may perform such obligation at the expense of that person, but the city shall not be required to do so. The person whose obligation the city performed shall reimburse the city for the cost of doing so immediately upon request by the city, together with all attorney's fees and costs incurred in connection with such nonperformance by the person, performance by the city, or collection of any amount hereunder. Nothing herein shall be construed to make the city an agent or fiduciary of any other person.

(Ord. No. 13-JJ, § 4, 11-7-13)

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**Sec. 16-88. Variances.**

The city council may grant a variance to any requirement of this article, except as stated herein, if the council finds that through no fault of the user or applicant, a strict enforcement of the requirements of this article would impose an undue hardship on the user or applicant, and that the variance will not unduly impair the purposes of this article.

(Ord. No. 13-JJ, § 4, 11-7-13)

**Sec. 16-89. Annual fees.**

Upon the construction, as defined herein, of any facility within the city right-of-way or on approved city property under a permit required by the provisions of this article, the user shall pay to the city annual fees as set forth in chapter 28 of this Code.

(Ord. No. 13-JJ, § 4, 11-7-13)



# AGENDA COMMENTARY

**Meeting Date:** 4/7/2022

**Department:** Police

**Contact:** Robert E. Lee, Police Chief

**Agenda Item:** Presentation on the Flock Safety Camera system.

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

**Summary:** At the last City Council meeting Council member's Garivey and Starkey asked that more information be presented to City Council regarding the Flock Safety Camera System. This is a high-tech camera system that takes pictures of vehicles and license plates. The plates are checked in real time through a database and the police department is alerted, usually in less than 22-seconds, if stolen vehicles, amber (or other similar) alert vehicles, suspect vehicles etc. are noted. Investigators can search records for specific vehicles by color, make, body type, partial license plate number etc. Overall, this system will allow the police department to obtain more evidence and solve more cases faster and with greater ease. As a user of the system, we also can have access to any other cities camera information to expand our abilities. Currently system is in use by over 1,500 cities in 42 states across the US and locally more than 30 agencies already have them in service, are awaiting post purchase installation or have final agreements pending. Those cities include Dickenson, Friendswood, Webster, Missouri City, Rosenberg, League City, Pearland, and Lake Jackson to name a few. League City is ordering 30-40, Lake Jackson is adding 20 more and Pearland is phasing in 61 units. The system costs \$2,500 per camera per year with an added installation cost of approximately \$250 per camera. I am proposing the purchase of 30 of cameras in the FY23 Budget for the police department.

Chief Lee will give a brief presentation on this system.

<https://www.flocksafety.com/solutions/lawenforcement>

**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:** 4/13/2022 SLH

## Supporting documents attached:

- Presentation

**Recommendation:** Discussion only

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

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



# Alvin Police Department

Flock Safety





# Alvin Police Department



- FLOCK Safety was founded in 2017 and their ALPR (Automatic License Plate Reading Camera) system is currently in use in over 1,500 Cities in 42 States.
- The system is designed to read license plates and will notify the agency (usually within 22-seconds) whenever a stolen vehicle, amber alert, silver alert (or similar alert) or suspect/wanted vehicle is detected.
- The system also has “Vehicle Fingerprint Technology” which notes several vehicle metrics such as color, make, body style etc. and allows for detectives to search the database by any of these metrics or by license plate number or partial number.
- Ability to search by time i.e. 10 minutes either side of a theft to develop possible suspect vehicle.







# Alvin Police Department



- System is solar powered and connected by LTE
- Routine maintenance is included in the yearly subscription price
- Remote device health monitoring is included.
- System upgrade is included with contract renewal at no additional cost



# Alvin Police Department



- 42 States and over 1,500 cities
- 1 Billion+ vehicles captured per month
- Average of 120 hot tag alerts per month
- 97% vehicle tag capture rate
- >70% reduction in certain crimes
- Not limited to Law Enforcement – system has also been installed in neighborhoods by resident groups (such as HOA's), Property management companies and businesses.



# Alvin Police Department



- Only we have access to the data collected.
  - ☐ We do have the ability to share data with other Flock system Police Agencies as they have the ability to share theirs (note we already have signed an MOU with FLOCK to allow us to access data from other Police Departments on the system, each individual agency must grant permission).
- This system will greatly enhance our ability to develop leads in cases such as catalytic converter thefts, package thefts (porch pirates), burglaries, crimes of violence and motor vehicle thefts to name a few.



# Alvin Police Department



- The system costs \$2,500 per camera per year
- Initial installation cost of approx. \$250 per camera in addition to first year fee.
- Currently have requested 30 in the FY23 budget
- From date of order to installation is currently 4 to 8 weeks
- More than 30 regional cities already have them in service, are awaiting post purchase installation or have final agreements pending. Those cities include Dickenson, Friendswood, Webster, Missouri City, Rosenberg, League City, Pearland, and Lake Jackson to name a few. League City is ordering 30-40, Lake Jackson is adding 20 more and Pearland is phasing in 61 units total (approx. 31 currently installed or approved).