

## **NOTICE OF CITY COUNCIL WORKSHOP MEETING**

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, WILL MEET IN A WORKSHOP SESSION OPEN TO THE PUBLIC AS FOLLOWS:**

**DATE:** Tuesday, November 25, 2014

**TIME:** 6:30 p.m.

**PLACE:** Rosenberg City Hall  
City Hall Council Chamber  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

**PURPOSE:** City Council Workshop Meeting, agenda as follows:

During a City Council Workshop, the City Council does not take final action on the agenda items and any consideration of final action will be scheduled at a Regular or Special City Council Meeting. Public comments are welcomed at Regular or Special City Council Meetings. No public comments will be received at a Workshop Meeting.

**The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Title 5, Chapter 551, of the Texas Government Code.**

Call to order: City Hall Council Chamber

### **AGENDA**

1. Review and discuss a Facilities Master Plan Project update from Paul Bonnette of PGAL and the proposed creation of a Blue Ribbon Task Force for Facilities, and take action as necessary to direct staff. (Jeff Trinker, Executive Director of Support Services)
2. Review and discuss Right-of-Way Rough Cut, Finish Cut, Open Acreage and Wastewater Treatment Plant Mowing Contract, and take action as necessary to direct staff. (John Maresh, Assistant City Manager of Public Services)
3. Review and discuss the FY2015 Street Sweeping Contract, and take action as necessary to direct staff. (John Maresh, Assistant City Manager of Public Services)
4. Review and discuss proposed Emergency Services Districts, and take action as necessary to direct staff. (Wade Goates, Fire Chief)
5. Adjournment.

[EXECUTION PAGE TO FOLLOW]



# CITY COUNCIL COMMUNICATION

November 25, 2014

ITEM #	ITEM TITLE
1	Facilities Master Plan Project Update Discussion

## ITEM/MOTION

Review and discuss a Facilities Master Plan Project update from Paul Bonnette of PGAL and the proposed creation of a Blue Ribbon Task Force for Facilities; and take action as necessary to direct staff.

## FINANCIAL SUMMARY

### Annualized Dollars:

One-time  
 Recurring  
 N/A

### Budgeted:

Yes  No  N/A

**Source of Funds:** N/A

## ELECTION DISTRICT

District 1  
 District 2  
 District 3  
 District 4  
 City-wide  
 N/A

## SUPPORTING DOCUMENTS:

1. None

**MUD #:** N/A

## APPROVALS

### Submitted by:

Jeff Trinker  
Executive Director of  
Support Services

### Reviewed by:

Exec. Dir. of Administrative Services  
 Asst. City Manager of Public Services  
 City Attorney  
 City Engineer  
 (Other)

### Approved for Submittal to City Council:

Robert Gracia  
City Manager

## EXECUTIVE SUMMARY

Paul Bonnette of PGAL will provide a project update on the Rosenberg Facilities Master Plan study. Staff will also review and discuss the potential creation of a Blue Ribbon Task Force for Facilities and receive City Council direction regarding said Task Force.



# CITY COUNCIL COMMUNICATION

November 25, 2014

ITEM #	ITEM TITLE
2	Right-of-Way Mowing Contract Discussion
<b>ITEM/MOTION</b>	
Review and discuss Right-of-Way Rough Cut, Finish Cut, Open Acreage and Wastewater Treatment Plant Mowing Contract, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:**

101-5022-530-5710

- District 1
- District 2
- District 3
- District 4
- City-wide
- N/A

**MUD #: N/A**

**SUPPORTING DOCUMENTS:**

1. Resolution No. R-1738 – 12-17-13
2. Right-of-Way Mowing General Services Contract and Technical Specifications – 01-30-13
3. Right-of-Way Mowing Location List
4. Right-of-Way Mowing Map
5. City Council Meeting Minute Excerpt – 12-17-13

**APPROVALS**

**Submitted by:**

John Maresh  
Assistant City Manager of  
Public Services

**Reviewed by:**

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney
- City Engineer
- (Other)

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

This item has been placed on the Workshop Agenda to offer City Council the opportunity to discuss the Right-of-Way Rough Cut, Finish Cut, Open Acreage and Wastewater Treatment Plant Mowing Contract (Contract). A copy of the current Contract and Technical Specifications is included in the packet. Staff has also prepared an updated Right-of-Way Mowing Location List. The open acreage areas that are currently included in the hay production lease are not included on the list.

The Contract was initially awarded to Bio Landscape & Maintenance, Inc., on February 05, 2013, for a one (1) year term with the option to renew for two (2) additional one (1) year terms. The first one-year Contract extension was approved by City Council on December 17, 2013, and will expire on March 01, 2015. Therefore, the Contract has one (1) remaining, one (1) year option to renew at the discretion of the City. This particular Contractor has provided these mowing services to the City since November 01, 2010, and has performed in an acceptable manner. At this time, staff is recommending the Contract term be extended for the second one (1) year option, effective March 01, 2015, through March 01, 2016.

RESOLUTION NO. R-1738

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A GENERAL SERVICES CONTRACT EXTENSION, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND BIO LANDSCAPE & MAINTENANCE, INC., FOR RIGHT-OF-WAY, OPEN ACREAGE, AND WASTEWATER TREATMENT PLANT MOWING, FOR A PERIOD OF ONE (1) YEAR, EFFECTIVE MARCH 01, 2014, IN THE AMOUNT OF \$121,257.90.

\* \* \* \* \*

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Manager is hereby authorized to execute a General Services Contract Extension (Contract Extension) regarding right-of-way, open acreage, and wastewater treatment plant mowing, by and between the City of Rosenberg, Texas, and Bio Landscape & Maintenance, Inc., for a period of one (1) year, effective March 01, 2014, in the amount of \$121,257.90.

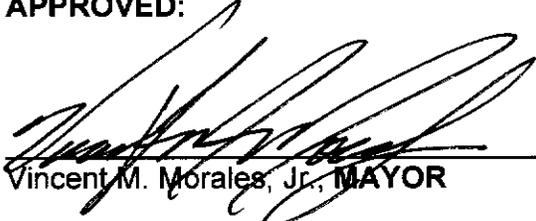
Section 2. A copy of such Contract Extension is attached hereto as Exhibit "A" and made a part hereof for all purposes.

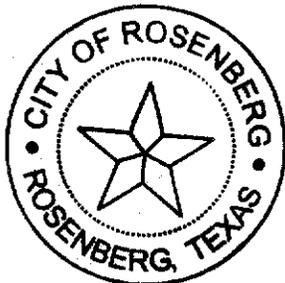
PASSED, APPROVED, AND RESOLVED this 17<sup>th</sup> day of December 2013.

ATTEST:

  
Linda Cernosek, CITY SECRETARY

APPROVED:

  
Vincent M. Morales, Jr., MAYOR



**CONTRACT EXTENSION**

**THE STATE OF TEXAS**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF FORT BEND**

This CONTRACT EXTENSION is entered into by and between the City of Rosenberg, Texas, a municipal corporation, hereinafter called the "CITY", and Bio Landscape & Maintenance, Inc., hereinafter called the "CONTRACTOR";

Whereas, on February 05, 2013, the City and the Contractor entered into a Contract for Right-of-Way, Open Acreage and Wastewater Treatment Plant Mowing, effective March 01, 2013, hereinafter called the "CONTRACT"; and,

Whereas, under the provisions of Contract, the City may, at its sole discretion, renew the Contract for two (2) additional one-year terms; and,

Whereas, the City desires to renew and extend the Contract for the additional one (1) year term, commencing on March 01, 2014, and expiring March 01, 2015; and,

Whereas, the Contract contains provisions allowing the City to increase or decrease the total acreage per category mowing type under the same terms, conditions, and price of this contract; and,

Whereas, the City desires to increase the total acreage per category mowing type to reflect current mowing requirements; and,

Now, therefore, in consideration of the mutual benefits to be derived under the Contract and this Contract Extension, the parties agree as follows:

1. The Contract shall be renewed and extended for an additional one (1) year term, commencing on March 10, 2014, and expiring on March 01, 2015; and,
2. The Contract acreage per category mowing type has been adjusted to reflect current mowing requirements under the same terms, conditions, and price of this contract; and,
3. The adjusted Contract amount for the additional one (1) year term commencing on March 01, 2014, and expiring March 01, 2015, is \$121,257.90.
4. All other provisions of the Contract shall remain in full force and effect during the term of this Contract Extension.

IN WITNESS WHEREOF, the parties have executed this Contract Extension as of the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

CITY OF ROSENBERG, TEXAS

ATTEST:

\_\_\_\_\_  
Robert Gracia, City Manager

\_\_\_\_\_  
Linda Cernosek, TRMC, City Secretary

CONTRACTOR:

**Bio Landscape & Maintenance, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Additional Contract Attachments
- IV. Signatures

### I. Summary of Contract Terms

Contractor: Bio Landscape & Maintenance, Inc.

Description of Services: Right-of-Way Rough Cut, Finish Cut, Open Acreage and  
Wastewater Treatment Plant Mowing

Maximum Contract Amount: \$113,949.66

Length of Contract: One (1) Year Term, with an Option to renew the Contract for up to two (2) additional, one (1) Year Terms, at the sole discretion of the City.

Effective Date: March 01, 2013

Renewal Date: March 01, 2014

### II. Standard Contractual Provisions

#### A. Definitions

*Contract* means this Standard Services Contract.

*Services* means the services for which the City solicited bids or received proposals as described in this Contract.

#### B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least thirty (30) days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions

(1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience, where the Contractor is not in default, by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract, as provided in this paragraph if the other party fails to comply with its term. The party alleging the default will give the other party notice of the default in writing, citing the terms of the Contract that have been breached, and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective, or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective, and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract, or that provides for contractual indemnity by one party to the other party to this Contract, is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this Contract, who is sued by a third party for acts or omissions arising from this Contract, to bring in the other party to this Contract as a third-party defendant as allowed by law.

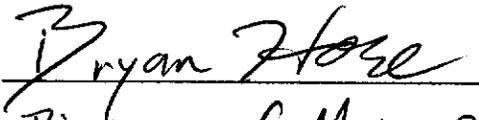
- E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
  - F. Law Governing and Venue. **This Contract is governed by the laws of the State of Texas. A lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.**
  - G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
  - H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
  - I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
  - J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
  - K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- III. Additional Contract Documents.** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.
- A. City's Additional Contract Documents:
    - 1. Bid Documents, General & Technical Specifications
    - 2. Insurance Certificate

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

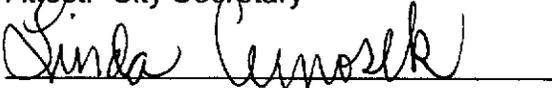
**CITY OF ROSENBERG:**

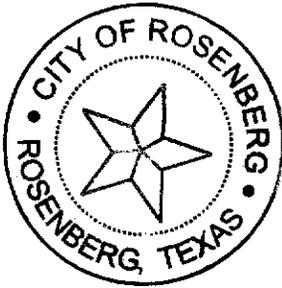
  
\_\_\_\_\_  
Jack Hamlett, City Manager

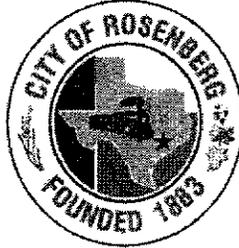
**CONTRACTOR:**

By:   
\_\_\_\_\_  
Title: Director of Maint. Operations  
Date: 1/30/13

Attest: City Secretary

  
\_\_\_\_\_





***City of Rosenberg Right-of-way Rough Cut, Right-of-way  
Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing***

BID NUMBER: 2013-01

Pre-Bid Conference: Tuesday, January 15, 2013 @ 10 a.m.

Bid Opening: Wednesday, January 23, 2013 @ 2 p.m.

CITY OF ROSENBERG, TEXAS  
John Maresh, Assistant City Manager

Post Office Box 32  
2220 4th Street  
Rosenberg, Texas 77471  
(832) 595-3960

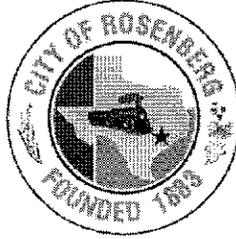
**MAYOR**  
Vincent M. Morales, Jr.

**COUNCILPERSONS**

William Benton, At-Large Position No. 1  
Cynthia McConathy, At-Large Position No. 2  
Juan Salazar, District No. 1  
Joe G. Segura, District No. 2  
Dwayne Grigar, District No. 3  
Tom Suter, District No. 4

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## **NOTICE TO BIDDERS**

Sealed bids, in triplicate, on the original forms, will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until 2:00 p.m., on Wednesday, January 23, 2013, and all bids will be opened and publicly read in the City Council Chamber at approximately 2:00 p.m., on the same date for the award of contract for:

***Bid Number 2013-01***  
***City of Rosenberg Right-of-way Rough Cut, Right-of-way Finish Cut,***  
***Open Acreage Mowing, and Wastewater Treatment Plant Mowing***

All bids must be submitted at the time and place in the manner prescribed above. Bids must be delivered in a sealed envelope with return address and clearly marked "BID 2013-01/City of Rosenberg Right-of-Way Rough Cut, Right of Way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing". The bidder's firm name shall appear on the outside of the envelope.

Specifications may be obtained from the Public Works Department, 2220 4th, Rosenberg, Texas 77471, between the hours of 7:30 a.m., and 5:30 p.m., Monday through Thursday, 8:00 a.m., and 5:00 p.m., on Friday. A Pre-bid Conference will be held on Tuesday, January 15, 2013, at 10:00 a.m., at the City Hall Annex, located at 2220 4th Street, Rosenberg, Texas 77471.

If the amount of the bid exceeds \$50,000.00, an Official Bidder's Bond signed by both the Surety and Bidder, Cashier' Check, Certified Check, or letter of credit from an FDIC insured bank in an amount equal to five percent (5%) of the total bid must accompany each proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications.

To obtain bidding documents, specifications, or if you have other questions, please contact:

City of Rosenberg  
John Maresh, Assistant City Manager  
Telephone: 832-595-3500  
E-mail: [johnm@ci.rosenberg.tx.us](mailto:johnm@ci.rosenberg.tx.us)

The City reserves the right to reject any and all bids or accept any bid deemed advantageous to it.

Linda Cernosek, City Secretary, TRMC

## INFORMATION AND INSTRUCTIONS TO BIDDERS

### Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

TO PROVIDE FOR: the annual contract commencing on March 1, 2013, and continuing for a twelve-month period. City Council reserves the option to extend this contract upon the same terms and conditions, including prices established hereunder, for two (2) additional one-year periods by notifying the bidder in writing of the extension at least thirty (30) days prior to the date the contract would otherwise terminate.

This Contract may be renewed for two (2) additional one (1) year terms at the sole discretion of the City. During any renewal term, the unit price to be paid to the Contractor by the City shall be the unit price in effect on the anniversary of the effective date of this Contract, adjusted by fifty percent (50%) of the percentage increase or decrease in the U.S. National Average Diesel Fuel Index, as published by the Energy Information Administration of the U.S. Department of Energy in its last report prior to the commencement of the most recent renewal term. Subject to the foregoing, the unit price shall not be subject to increase by the Contractor at any time during the initial contract term or subsequent renewal terms.

IT IS UNDERSTOOD that the City Council of the City of Rosenberg reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in such bids.

BIDS must be submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope and manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

Sealed bids, in triplicate, on the original forms, will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until 2:00 p.m., on Wednesday, January 23, 2013.

GENERAL INSTRUCTIONS: Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Rosenberg's interpretation shall govern.

FUNDING: Funds for payment have been provided through the City of Rosenberg's budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Rosenberg fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the City Secretary's office after the submission deadline will be considered void and unacceptable. City of Rosenberg is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's office shall be the official time of receipt.

## **INFORMATION AND INSTRUCTIONS TO BIDDERS**

**Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing**

**ALTERING BIDS:** Bids cannot be altered or amended after the submission dead line. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BIDS:** Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids, shall not be considered.

**SALES TAX:** City of Rosenberg is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in the bid.

**PRICING:** Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional charges not shown on the bid will not be honored. All prices must be in ink.

**BID AWARD:** If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms or specifications contained in the invitation to bid or a qualifying bid.

In determining the lowest responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded;
2. Whether the bidder has a satisfactory record of performance with the City or other entities;
3. Any other factors that could be material to the bidder's ability to comply with the contract.

**REJECTION OF BIDS:** The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within ninety (90) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

**PURCHASE ORDER:** City of Rosenberg shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Rosenberg will not be responsible for any orders placed and/or delivered without a valid Purchase order number.

## **INFORMATION AND INSTRUCTIONS TO BIDDERS**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

REFERENCES: City of Rosenberg requests bidder to supply, with this ITB, a list of three (3) references where like products or services have been supplied by their firm. Include name of firm, address, telephone number and contact name.

INSURANCE AND BID BOND: The successful bidder shall provide and maintain the minimum insurance coverage's set forth in the City of Rosenberg "Policy for Bidding Projects" – Exhibit "A", Section 2. Purchase Subject to Competitive Bidding Subsections (2.b-e).

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Rosenberg accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Rosenberg shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Rosenberg of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that The City of Rosenberg will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Rosenberg as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
6. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Rosenberg.
7. Insurance must be purchased from insurers that are financially acceptable to the City of Rosenberg.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or it's authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Rosenberg.

## **INFORMATION AND INSTRUCTIONS TO BIDDERS**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

A valid certificate of insurance verifying each of the coverage's required above shall be submitted with the Invitation to Bid documents. The certificate of insurance shall be sent to:

City of Rosenberg  
City Secretary's Office  
2110 4th Street  
Rosenberg, TX 77471

**CONFLICT OF INTEREST:** No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Rosenberg. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

**DESCRIPTIONS:** Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Rosenberg to be DESCRIPTIVE - NOT RESTRICTIVE and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The City of Rosenberg shall act as sole judge in determining quality and acceptability of products offered.

**ADDENDA:** Any interpretations, corrections or changes to this Invitation to Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Rosenberg purchasing department. Addenda will be mailed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning this type of good or service.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

**INDEMNIFICATION:** The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any negligent act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligations under this Contract.

**TERMINATION OF CONTRACT:** The City of Rosenberg reserves the right to terminate the contract immediately in the event the successful bidder:

## **INFORMATION AND INSTRUCTIONS TO BIDDERS**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Rosenberg may have in law or equity. Bidder, in submitting this bid, agrees that City of Rosenberg shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

**NOTICE:** Any notice provided by this bid or required by law to be given to the successful bidder by City of Rosenberg shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Rosenberg, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PATENTS / COPYRIGHTS:** The successful bidder agrees to protect City of Rosenberg from claims involving infringements of patents and/or copyrights.

**INVOICES** submitted for payment shall be addressed to City of Rosenberg, Accounts Payable and shall reference the City of Rosenberg approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

**QUALITY CONTROL:** Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until thirty (30) days after satisfactory replacement has been made.

**REMEDIES:** The successful bidder and City of Rosenberg agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**SAMPLES:** When requested, samples shall be furnished to City of Rosenberg at no charge.

**LAW GOVERNING AND VENUE:** The law of the State of Texas shall govern This Contract and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Fort Bend County, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Rosenberg.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## **INFORMATION AND INSTRUCTIONS TO BIDDERS**

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Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

WARRANTY: Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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## **INFORMATION AND INSTRUCTIONS TO BIDDERS**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

### **EXHIBIT A POLICY FOR BIDDING PROJECTS Price Quotations and Purchase Awards**

1. Procedures of Negotiated Purchases Not Subject to Competitive Bidding. Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the Vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
  - a. Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City as an additional insured).
  - b. No bidders' bond or cashier's check will be required as bid security.
  
2. Purchase Subject to Competitive Bidding. Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council, except as otherwise provided in the Purchasing Policy. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
  - a. For one time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the city being named as an additional insured.
  - b. For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manager. The City will be named as an additional insured.
  - c. Workers' Compensation coverage will be required as set forth by State Law.
  - d. Vehicle liability Insurance coverage will be required as the same limits as General Liability coverage for any contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
  - e. For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

## **INFORMATION AND INSTRUCTIONS TO BIDDERS**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

### **Procurement of Professional Services**

Procurement of Professional Services shall remain the same with the following exception\*:

- a. Although contracts for professional services may not be awarded on the basis of competitive bids, the City Council must authorize any professional service contract which will exceed \$50,000, on the basis of the above criteria.
- b. Professional services rendered to the City which do not exceed \$50,000 in any fiscal year must be approved for payment by the Department Head of the user department, the Finance Director, and the City Manager, as provided herein.

\* The only change is to increase the bidding limit from \$25,000 to \$50,000.

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**GENERAL SPECIFICATIONS**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

**BIDDER CERTIFICATION**

By signature affixed, the bidder 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 anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or missions from the specifications or other documents have been clarified with City representatives and noted on the bid proposal submitted.

Bidder guarantees product offered will meet or exceed Specifications identified in this bid invitation. Bidders agree that the bids submitted shall remain firm for ninety (90) days following the date specified for opening the bids.

Bidder Must Fill In and Sign:

NAME OF FIRM/COMPANY: BIO Landscape & Maintenance, Inc.

AGENT'S NAME: Chris Cathey

AGENT'S TITLE: Account Consultant

MAILING ADDRESS: 5205 Dow

CITY, STATE, ZIP: Houston, TX, 77040

AUTHORIZED SIGNATURE: 

DATE OF BID: 1-23-13

## GENERAL SPECIFICATIONS

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

### 1. CONTRACTOR QUALIFICATIONS:

In order to submit a bid, the Contracting Company shall have a minimum of five (5) years of experience (under the same company name of the Contractor submitting the bid) with mowing contracts of similar size and nature as described herein. The bid proposal must include proof that the Company has continuously and legally operated for the previous five (5) year period.

The Contractor shall also include a list of all mowing related equipment currently owned or leased by the company submitting a bid.

### 2. EQUIPMENT:

Rotary mowers will normally be required to mow right-of-ways. Mowers shall have adjustable cutting heights (maximum of 4" and minimum of 2 1/2"). All mowers shall be equipped with safety chains to prevent damage to property and persons by debris expelled from under the mower. Mowers shall be equipped with chains of sufficient length and spacing around the mower to prevent debris from exiting from beneath the mower deck.

All mowers shall be kept in good operating condition and shall be maintained at all times to provide clean, sharp cuts of vegetation.

### 3. EXECUTION OF WORK:

Prior to beginning operations, the City of Rosenberg shall arrange a conference between the Public Works Department and the Contractor. In this meeting, the Contractor will outline the contractor's proposed mowing procedures and submit the contractor's plans for performing the work consistent with safety requirements for the general public. Plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent issues regarding work will be discussed.

The mowing schedule shall begin on the effective date of the fully executed General Services Contract. The contractor shall complete each mowing cycle within the specified working days unless prevented by weather conditions. Any weather related time extensions requested by the Contractor and granted by the City should be in writing. The contractor shall notify the City representative to request inspection of each finished mowing site and receive approval by the City for acceptance of completed work, during each mowing cycle.

If the contractor fails to complete the work within the specified time period for each mowing cycle, or within any extension time granted in writing by the City, then the contractor shall pay to the City, as liquidated damages, the sum of Fifty Dollars (\$50.00) for each working day that the contractor is in default for that mowing cycle. The sum shall be treated as liquidated damages and not as a penalty, and the City may withhold from the contractor's compensation such sums as liquidated damages.

## **GENERAL SPECIFICATIONS**

### **Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing**

Mowers shall be operated at speeds appropriate to produce quality cutting.

Mower operators will establish cutting paths that provide one hundred percent (100%) traverse coverage of each area required to be mowed. Missed stands of vegetation or areas not uniformly cut will be re-cut at no additional cost subject to final approval by the City.

The required mowing areas shall include right-of-way down slopes, channel bottoms and tops of banks from the top of slope to the boundary, to designated width or, to obstruction such as fence, or assigned berm width.

The required mowing areas are included in Exhibit "A, B, C & D".

Ruts, holes and other disfigurement caused by the contractor's mowing equipment shall be the responsibility of the contractor to restore to the original condition. If the contractor is in doubt as to soil conditions (wet, muddy, etc.) before mowing, he is required to contact the City representative before commencing work.

The contractor shall not park unattended equipment within thirty (30) feet of travel lanes or streets.

#### **4. DEBRIS THROWN ON THE ROADWAY:**

The Contractor shall immediately remove and properly dispose of any debris thrown on any roadway (tires, shopping carts, signs, limbs, etc.). In addition to debris removal, mud that is tracked or dragged onto any roadway by mowers shall be removed immediately.

#### **5. LITTER:**

The Contractor shall provide litter and all debris pick-up prior to each mowing cycle as specified. Debris includes, but is not limited to, tires, shopping carts, stake signs, paper and tree limbs. Contractor will be required to cooperate with others to avoid the mowing of litter as directed by the City.

#### **6. WILDFLOWERS:**

The Contractor shall conduct all mowing operations to avoid clearing or removing stands of wildflowers before the seeds have matured, unless otherwise directed by the City.

#### **7. MEASUREMENT:**

The unit of measure for mowing unimproved areas shall be per acre per mowing cycle and shall consist of one complete mowing of each area described in the attached Exhibit "A, B, C & D".

## GENERAL SPECIFICATIONS

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

**8. INSPECTIONS AND ACCEPTANCE OF WORK:**

The Public Works Department reserves the right to inspect the work under contract at anytime for final acceptance by the City.

**9. CONTRACTOR SUPERVISION:**

The Contractor shall provide, at contractor's own expense, competent, full-time supervision of the work at all times while work is in progress.

All work shall be performed and completed in a thorough, workmanlike manner by skilled and experienced workers, and in accordance with the latest proven practices of the trade.

**10. COMPLIANCE WITH CODES:**

Contractor shall comply with all City, County, State and Federal Codes, Laws, and Ordinances in force at the time of award of contract and applicable to such work.

Contractor shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.

**11. STORAGE:**

The City of Rosenberg does not assume responsibility for any materials, tools and equipment stored on or about the premises. The Contractor, upon completion of the work, shall clear each area of all items.

**12. PROTECTION:**

The contractor shall provide adequate protection to persons, adjacent property, utilities and the traveling public, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all signage, traffic control, barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of this contract.

The Contractor shall maintain a "spill-kit" with each mowing crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

**13. DAILY CLEANUP:**

The contractor shall confine to the site all materials and refuse generated by his/her operations. Materials and/or equipment, which are stored on-site, shall be stored in an orderly manner. Materials which become scattered in adjacent areas shall be collected and returned to the site or otherwise satisfactorily disposed of.

## **GENERAL SPECIFICATIONS**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

### **14 RESPONSIBILITY FOR PROPERTY:**

Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the Contractor and will reimburse the private or public entity in the event of any loss of or damage to said property. The City shall not be responsible for loss or damage to Contractor's property arising from any cause.

### **15. ASSIGNMENT:**

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of the City of Rosenberg, and as a condition of such consent, Contractor shall still remain liable for completion of the Services in the event of default by the successor contractor or assignee.

### **16. BID ITEM QUANTITIES:**

The City may consider it necessary to increase or decrease the number of mowing cycles under the same terms and conditions of this contract, based on but not limited to, factors such as drought, pro-longed wet periods, budget limitations, and management directives.

The City may consider it necessary to increase or decrease the total acreage per category mowing type under the same terms, conditions, and price of this contract. Any increase or decrease more than twenty-five percent (25%) of total acreage per category of mowing type may be negotiated with this contract.

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## TECHNICAL SPECIFICATIONS

### Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

#### Right-of-way Rough Cut

1. The right-of-way rough cut mowing is located throughout the corporate city limits of Rosenberg as defined in Exhibit "A".
2. The successful bidder/contractor shall furnish all labor, materials, equipment, tools and supervision necessary and required in the mowing of right-of-way rough cut areas listed on the attached Exhibit "A". Rough cut right-of-way acreage covered under the contract total approximately 164.49 acres.
3. The contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The contractor will immediately contact the Public Works Department if inclement weather has materially affected the maintenance schedule.

#### Growing Season (estimated March thru October)

1. The successful contractor will complete approximately ten (10) cycles during this time period (approximately every 3.5 weeks). Each cycle will be completed within fifteen (15) working days or less.
2. Each cycle is to include mowing, litter pick up, edging sidewalks, if present, and string line trimming around all obstacles that can not be mowed around closely (i. e. man holes, fire hydrants, water valves, trees, utility poles, fences, culverts, signs and inlets etc.).

## **TECHNICAL SPECIFICATIONS**

### **Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing**

#### **Right-of-way Finish Cut**

1. The right-of-way finish cut mowing is located throughout the corporate city limits of Rosenberg as defined in Exhibit "B".
2. The successful bidder/contractor shall furnish all labor, materials, equipments, tools and supervision necessary and required in the mowing of right-of-way finish cut areas listed on the attached Exhibit "B". Finish cut right-of-way acreage covered under the contract totals approximately 17.34 acres.
3. The contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The contractor will immediately contact the Public Works Department if inclement weather has materially affected the maintenance schedule.

#### **Growing Season** (estimated March thru October)

1. The successful contractor will complete approximately eighteen (18) cycles during this time period (approximately every 2 weeks). Each cycle will be completed within five (5) working days.
2. Each cycle is to include mowing, litter pick up and string line trimming around all obstacles that can not be mowed around closely (i. e. man holes, fire hydrants, water valves, trees, utility poles, culverts, signs, inlets, etc.) The contractor is required to edge along sidewalks, remove weeds in the cracks of curbs and sidewalks, back of curbs and driveways.
3. The contractor must remove all grass and weeds that are blown on the streets and sidewalks from the mowing operation.

## **TECHNICAL SPECIFICATIONS**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

### **Open Acreage Mowing**

1. The open acreage mowing is located throughout the corporate city limits of Rosenberg as defined in Exhibit "C".
2. The successful bidder/contractor shall furnish all labor, materials, equipment, tools and supervision necessary and required in the mowing of open acreage areas listed on the attached Exhibit "C". Open acreage mowing covered under the contract totals approximately 180.06 acres.
3. The contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The contractor will immediately contact the Public Works Department if inclement weather has materially affected the maintenance schedule.

### **Growing Season** (estimated March thru October)

1. The successful contractor will complete approximately ten (10) cycles during this time period (approximately every 3.5 weeks). Each cycle will be completed within ten (10) working days.
2. Each cycle is to include mowing, litter pick up and string line trimming around all obstacles that cannot be mowed around closely (i.e. manholes, fire hydrants, water valves, trees, utility poles, fences, culverts, inlets, signs, etc.).

## TECHNICAL SPECIFICATIONS

### Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

#### Wastewater Treatment Plant Mowing

1. The Wastewater Treatment Plant mowing is located at three (3) City of Rosenberg Wastewater Treatment Plants as defined in Exhibit "D".
2. The successful bidder/contractor shall furnish all labor, materials, equipment, tools and supervision necessary and required in the mowing of the wastewater treatment plants listed on the attached Exhibit "D". Wastewater treatment plant acreage covered under the contract total approximately 39.20 acres.
3. The contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The contractor will immediately contact the Public Works Department if inclement weather has materially affected the maintenance schedule.

#### Growing Season (estimated March thru October)

1. The successful contractor will complete approximately eighteen (18) cycles during this time period (approximately every 2 weeks). Each cycle will be completed within five (5) working days.
2. Each cycle is to include mowing, litter pick up, edging sidewalks, if present, and string line trimming around all obstacles that cannot be mowed around closely (i.e. man holes, fire hydrants, water valves, trees, utility poles, buildings, structures, concrete and earthen basins, fences, culverts, signs and inlets, etc.).

#### Growing Season (estimated November thru January)

1. The successful contractor will complete approximately three (3) cycles during this time period (approximately every thirty (30) days). Each cycle will be completed within five (5) working days.
2. Each cycle is to include mowing, litter pick up, edging sidewalks, if present, and string line trimming around all obstacles that cannot be mowed around closely (i.e. man holes, fire hydrants, water valves, trees, utility poles, buildings, structures, concrete and earthen basins, fences, culverts, signs and inlets, etc.).

**BID PROPOSAL**

**Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing**

Sealed bids, in triplicate, on the original forms will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until 2:00 p.m. on Wednesday, January 23, 2013, and all bids will be opened and publicly read in the City Council Chamber at approximately 2:00 p.m., on the same date.

The contractor may submit in person or by mail for consideration. The reference sheet must accompany the bid proposal sheet. No proposal will be considered without the completed reference document

**ITEM 1 – RIGHT-OF-WAY ROUGH CUT MOWING**

The successful bidder / contractor shall furnish all labor, materials, equipment, tools and supervision necessary and required in the mowing of right-of-way areas listed on the attached Exhibit A. Rough cut right-of-way acreage covered under the contract total approximately 164.49 acres.

**Required Rough Cut Mowing**

A. Unit price <u>per acre</u> of Rough Cut Mowing	\$ <u>30.00</u>
B. Cycle Cost (164.49 acres X unit price per acre (A.) above)	\$ <u>4,934.70</u>
C. Ten Cycle Cost (10 X cycle cost (B.) above)	\$ <u>49,347.00</u>

**BID PROPOSAL**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

**ITEM 2 - RIGHT-OF-WAY FINISH CUT MOWING**

The successful bidder/contractor shall furnish all labor, materials, equipment, tools and supervision necessary and required in the mowing of right-of-way areas listed on the attached Exhibit "B". Finish cut right-of-way acreage covered under the contract totals approximately 17.34 acres.

**Required Finish Cut Mowing**

- A. Unit price per acre of Finish Cut Mowing      \$ 48.00
- B. Cycle Cost  
(17.34 acres X unit price per acre (A.) above)      \$ 832.32
- C. Eighteen Cycle Cost  
(18 X cycle cost (B.) above)      \$ 14,981.76

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

**ITEM 3 – OPEN ACERAGE MOWING**

The successful bidder/contractor shall furnish all labor, materials, equipment, tools and supervision necessary and required in the mowing of right-of-way areas listed on the attached Exhibit "C". Open acreage mowing covered under the contract totals approximately 180.06 acres.

**Required Open Acreage Mowing**

- |  |                     |
|--|---------------------|
| A. Unit price <u>per acre</u> of Rough Cut Mowing                | \$ <u>17.50</u>     |
| B. Cycle Cost<br>(180.06 acres X unit price per acre (A.) above) | \$ <u>3,151.05</u>  |
| C. Ten Cycle Cost<br>(10 X cycle cost (B.) above)                | \$ <u>31,510.50</u> |

**BID PROPOSAL**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

**ITEM 4 – WASTEWATER TREATMENT PLANT MOWING**

The successful bidder/contractor shall furnish all labor, materials, equipment, tools and supervision necessary and required in the mowing of City wastewater treatment plants listed on the attached Exhibit "D". Wastewater Treatment Plant mowing covered under the contract totals approximately 39.20 acres.

**Required Open Acreage Mowing**

- A. Unit price per acre of Wastewater Treatment Plant Mowing     \$ 22.00
- B. Cycle Cost     \$ 862.40  
(39.20 acres X unit price per acre (A.) above)
- C. Twenty One Cycle Cost     \$ 18,110.40  
(21 X cycle cost (B.) above)

**Base Bid**

- Item 1C.:     \$ 49,347.00
- Item 2C.:     \$ 14,981.76
- Item 3C.:     \$ 31,510.50
- Item 4C.:     \$ 18,110.40
- Total Bid Price**     \$ 113,949.66

**BID PROPOSAL**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

The City reserves the right to request additional information or to meet with representatives from proposing organizations or individuals to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.

The contractor may submit in person or by mail for consideration. The reference sheet must accompany the bid proposal sheet. No proposal will be considered without the completed reference document and documentation of the required five (5) years experience of the company.

It is understood and agreed that the work is to be completed in full within the time requirements as specifically provided in the General Specifications and Technical Specifications which are the basis of this bid.

**ACCEPTANCE OF BID PROPOSAL:**

It is understood by the undersigned that the right is reserved by the City to reject any or all bid proposals for this service.

DATE: 1-23-13

BIDDER: B10 Landscape & Maintenance, Inc.  
Company's Name

ATTEST/SEAL (if a Corporation)

BY: [Signature]  
Signature

WITNESS (if not a Corporation)

BY: [Signature]

Steven Smith  
Printed or Typed Name

NAME: Chris Cathey

5205 Dow  
Street Address

TITLE: Account Consultant

Houston, TX 77040  
City, State & Zip Code

713-462-8552 / 281-808-0357  
Area Code and Phone Number

## CONTRACTOR REFERENCE DOCUMENT

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

The Contractor shall complete requested information as presented below. This information shall be based on any current contract and other contracts within the last three (3) years:

### CURRENT CONTRACTS

CLIENT 1	
Contact Person	<i>See Attached</i>
Telephone Number	
Company Name	
Address	
Type of Contract	
Size of Area	
Contract Date	
Completion Date	

CLIENT 2	
Contact Person	<i>See Attached</i>
Telephone Number	
Company Name	
Address	
Type of Contract	
Size of Area	
Contract Date	
Completion Date	

**CONTRACTOR REFERENCE DOCUMENT**

Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing

**CONTRACTS WITHIN THE PAST THREE (3) YEARS**

CLIENT 1	
Contact Person	<i>See Attached</i>
Telephone Number	
Company Name	
Address	
Type of Contract	
Size of Area	
Contract Date	
Completion Date	

CLIENT 2	
Contact Person	<i>See Attached</i>
Telephone Number	
Company Name	
Address	
Type of Contract	
Size of Area	
Contract Date	
Completion Date	



## GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Additional Contract Attachments
- IV. Signatures

### I. Summary of Contract Terms

Contractor: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Maximum Contract Amount: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Renewal Date: \_\_\_\_\_

### II. Standard Contractual Provisions

#### A. Definitions

*Contract* means this Standard Services Contract.

*Services* means the services for which the City solicited bids or received proposals as described in this Contract.

#### B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least thirty (30) days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts are subject to the applicable provisions of Chapter 2251 of the Government Code.

### C. Termination Provisions

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience, where the Contractor is not in default, by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.
- (2) *Termination for Default.* Either party to this Contract may terminate this Contract, as provided in this paragraph if the other party fails to comply with its term. The party alleging the default will give the other party notice of the default in writing, citing the terms of the Contract that have been breached, and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.
- (3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective, or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective, and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract.

- D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract, or that provides for contractual indemnity by one party to the other party to this Contract, is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this Contract, who is sued by a third party for acts or omissions arising from this Contract, to bring in the other party to this Contract as a third-party defendant as allowed by law.

- E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- F. Law Governing and Venue. **This Contract is governed by the laws of the State of Texas. A lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.**
- G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- III. **Additional Contract Documents**. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.
- A. City's Additional Contract Documents:
1. Bid Documents, General & Technical Specifications
  2. Insurance Certificate

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

**CITY OF ROSENBERG:**

  
\_\_\_\_\_  
Jack Hamlett, City Manager

**CONTRACTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: City Secretary

\_\_\_\_\_

**CERTIFICATION OF INSURANCE COVERAGE**

**Right-of-way Rough Cut, Right-of-way Finish Cut, Open Acreage Mowing, and Wastewater Treatment Plant Mowing**

I, Chris Cathey on behalf of Contractor, hereby certify that I will provide during the term of this contract, Worker's Compensation insurance coverage for all employees employed on this project. In addition, I certify that any subcontractors hired by me to work on this project will be providing me with a certificate of insurance coverage for such subcontractor's employees. I will provide such subcontractor's certificate to City.

I agree not to subcontract such work unless and until a certificate of such subcontractor's insurance coverage is provided.

[Signature]  
Signature

Chris Cathey  
Typed or printed name

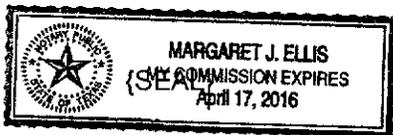
Account Consultant  
Title

1-23-13  
Date

THE STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Chris Cathey, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 23<sup>rd</sup> day of January, 2013.



[Signature]  
Notary Public – Signature  
Printed Name: MARGARET J. ELLIS  
Expiration Date: 4/17/2016

## Rough Cut R-O-W Mowing

Street Name	Boundaries	Acreage
Blume Rd - Nutt Drainage Easement	Blume Rd - CenterPoint ROW	0.35
CenterPoint R-O-W & Drainage Ditch	Rail Road Tracks & Ditch (Spur 529 - Seabourne Creek)	11.38
Animal Control		2.61
Klauke Rd	Bamore Rd - City Limits	2.56
Bamore Rd	Klare - Spur 529	2.24
Frost St	Avenue H - Dead End	0.09
Frost St	Property (East)	1.12
Allen St	Avenue M - Dyer Ave	0.05
Dyer Ave	Bamore Rd - Allen St	0.12
Dallas St	Bamore Rd - George St	0.33
Walger Ave	Bamore Rd - Houston St	4.32
Sunset Park Ditch	Walger Ave - Southgate Dr	0.38
Southgate Dr	Hwy 36 - Bamore Rd	1.49
West St	Easy St - Magnolia Dr (alley)	0.32
Magnolia Dr	Bamore Rd - HL&P R-O-W	1.73
Reinhard St	Ruby St - HL&P R-O-W	0.05
Wilburn St	Ruby St - HL&P R-O-W	0.08
West St	Bernie Ave - Hwy 59	1.07
Kentucky St	Callender St - Hwy 59	0.08
Rice St	West St - Hwy 36	0.22
Rice St	Hwy 36 - Dead End (old K-Mart)	0.36
Talasek St Easement	Chupik St - David St	0.60
Mons Ave	Lory St - Louise St	0.17
Airport Ave	Lory St - Louise St	0.24
Alamo St	Mons Ave - Airport Ave	0.25
Bayou Bend Alley	Live Oak Dr - Chestnut Dr	0.50
Police Department Drainage Ditch	2nd St - 4th St	0.39
3rd St	Avenue M - Dead End	0.59
Avenue O	1st St - 3rd St	0.15
8th St Drainage Ditch	Parrott Ave - Creek	0.24
Austin St	Avenue P - Avenue R	0.09
Avenue S	Austin - Dead End	0.09
Tobola St	Avenue N - Avenue O	0.09
Louise St Lot	Avenue O - Avenue R	0.33
Airport Ave	Louise St - FM 2218	3.11
Graeber Rd	Airport Ave - Avenue N	0.40
Avenue N	B. F. Terry Blvd. - Radio Ln	0.98
Klauke St	Avenue N - Dead End	0.34
Mahlmann St	Avenue I - Avenue N	0.20
Mahlmann St Drainage Ditch	Mahlmann St - Creek	0.19
Radio Ln	Avenue N - Avenue I	0.59
Walnut St	Highway 36 N.	0.05
Cole Ave	Avenue H - Avenue I	0.20

## EXHIBIT "A"

Radio Ln	Avenue H - Avenue I	0.79
Mustang Ave	Radio Ln - City Limits	1.21
Lane Dr	Avenue I - Avenue H	0.88
Reading Rd Easement	Lane Dr - Reading Rd	1.85
Timber Ln	Lindsey Dr - Frances Dr	0.05
Wilson St Drainage Ditch	Lane Dr - Alley	1.15
Pecan Park Dr	Westwood Dr - Dead End	0.34
Fire Station #2	Detention Pond	0.43
Homestead Rd	B.F. Terry Blvd - Richard St	0.15
Richard St	Homestead Rd - Reading Rd	0.04
Reading Rd	B.F. Terry Blvd - Hwy 59	2.28
Spacek Rd	Biotics - Bryan Rd	1.50
Biotics Research Dr	Spacek - Dead End	0.33
Biotics Easement	Hwy 59 - Biotics Research Dr	1.94
Bryan Rd	FM 2218 - Creek	2.25
Danziger Rd	FM 2218 - Hwy 59	0.67
Reese Rd	FM 2218 - Hwy 59	2.60
Sewer Trunk line	Reese Rd - Hwy 36	3.46
Sewer Trunk line	Hwy 36 - North Fairgrounds Rd	1.05
Sewer Trunk line	Reese Rd - FM 2218	2.11
Louise St Drainage Ditch (Ford)	Hwy 59 - Seabourne Creek Park	2.23
J. Meyer Rd	Hwy 36 - FM 2218	3.72
K.C. Dr	Hwy 36 - Dead End	0.39
Band Rd	Stella - City Limits	2.48
Stella Rd	Band Rd - North Fairgrounds Rd	1.04
Fairgrounds Rd	Hwy 36 - North Fairgrounds Rd	0.65
North Fairgrounds Rd	Hwy 59 - Fairgrounds Rd	1.36
Klauke Rd	Cottonwood School Rd - Hwy 59	2.64
VFW Drainage Ditch	FM 529 - Hwy 90-A	0.34
Rude Rd	Hwy 90-A - Dead End	0.29
Huntington Rd	Hwy 36 - City Limits	0.60
Moore Bar Rd	Hwy 36 - City Limits	0.65
Walnut St	Hwy 36 - 3rd Street	1.75
Mulcahy St	Avenue D - City Barn	0.10
Houston St	Avenue G - Rail Road Tracks	0.20
2nd St	Avenue D - Dead End	0.12
Avenue A	2nd St - 4th St	0.20
Avenue B	6th St - 7th St	0.04
6th Street Gully	Avenue D - Avenue B	0.48
Avenue D	6th St - 7th St	0.05
6th St	Avenue D - Rail Road Tracks	0.16
Avenue E	3rd St - 7th St	0.47
7th St	Avenue E - Dead End	0.07
8th St	Avenue D - Avenue A	0.37
Avenue A	7th St - Dead End (Sewer Plant 1-A)	0.39
Rail Road Property	North	4.81
Rail Road Property	South	4.86

## EXHIBIT "A"

Avenue F	Alamo - Dead End	0.53
Bamore Rd Extension	Hwy 59 - Wild Cotton Rd	2.01
Cottonwood School Rd	Hwy 59 - Klauke Rd	1.13
Ditch by C&J Furniture	Avenue F - Avenue H	0.42
Pecan Rd	K.C. - Dead End	0.12
Pine Rd	Behind barricade at Dead End	0.36
Fountains Dr	Seabourne Creek to S. ROW	0.62
Jane Long Drainage Ditch	Frances to Sally Anne ROW	0.19
Bryan Rd	Bryan Rd Extension	0.45
Benton Rd	FM 762 to Reading on Benton Rd	2.82
Grand Gables	Island at the end of Grand Gables	0.07
Habitat Lane drainage Easement	Avenue F to Old Richmond Rd.	0.19
Spacek Rd Drainage Outfall		9.90
Summer Park Way	Biotics to 59 Feeder	1.46
Walsh Rd	Spur 529 - Hwy 59	3.73
Kroesche Rd	Spur 529 - Hwy 59	1.49
Bryan Rd	Dry Creek - City Limits	1.10
Pisces & Libra		0.27
Baker Rd	FM 723 - City Limits	0.68
Evans Rd	FM 723 - City Limits	1.15
Calvin Rd	FM 2218 - Dead End	0.25
Lubojacky Rd	Calvin Rd - J Meyer Rd	0.18
Hartledge Rd	Hwy 59 Feeder - Klosterhoff	3.48
Randon School Rd - West	Spur 10 - City Limits	2.18
Randon School Rd - East	Spur 10 - City Limits	0.91
Miller Rd	Randon School Rd - Hwy 59	3.98
Junker Rd	Spur 529 - Hwy 90-A	3.35
Scott Rd	Spur 529 - Muegge	1.68
Blackwood Rd	Muegge - Dead End	0.22
River Rd	Drainage Channel - Hill	3.10
Spur 529 (Water Line ROW)		0.97
Miller Rd (Outfall)		0.82
Blackwood (Outfall)		8.40

**TOTAL Rough Cut R-O-W Mowing****164.49**

**Finish Cut R-O-W Mowing**

<b>Street Name</b>	<b>Boundaries</b>	<b>Acreage</b>
Blume Rd	Spur 529 - Klauke Rd	1.89
Reading Rd	Hwy 59 - Benton Rd	8.43
Reading Rd	Town Center Blvd to Green Gate Dr	0.24
Louise St	Hwy 59 - Avenue N	3.61
4th St	Mons Ave - Avenue M	0.64
Highway 36	Rice St - Mons Ave	0.38
1st St	Southgate Dr - Brooks Ave	0.16
1st St	Avenue M - Avenue O	0.16
Mons Ave	1st to 4th	0.21
Bamore Rd	Hwy 59 - Klare Rd	2.72
Spacek Re-Alignment	Reading to Biotics	0.73
Avenue N & Radio Lane	Guardrail	0.06
<b>TOTAL Finish Cut R-O-W Mowing</b>		<b>17.34</b>

**Open Acreage Mowing**

<b>Street Name</b>	<b>Boundaries</b>	<b>Acreage</b>
City Landfill		3.51
4th St	City Hall to Fort Bend Herald	3.18
4th St	Across from City Hall & Police Department	14.62
Seabourne Creek Farm Land		156.5
Chambers property	Hwy 36 in front of Seabourne Creek Park	2.25
<b>TOTAL Open Acreage Mowing</b>		<b>180.06</b>

**Wastewater Treatment Plant Mowing**

<b>WWTP Location</b>	<b>Boundaries</b>	<b>Acreage</b>
No. 1-A		17.00
No. 2		20.00
No. 3		2.20
<b>TOTAL Finish Cut R-O-W Mowing</b>		<b>39.20</b>



## References

Company: Harris County Pct. 1  
Contact: Orlando Blanco  
Phone Number: 832-563-2044  
Operation: ROW Mowing

Company: Harris County Pct. 3  
Contact: Ron Campbell  
Phone Number: 713-755-7012  
Operation: Pct 3 ROW Maintenance

Company: City of Missouri City  
Contact: Randy Troxell  
Phone Number: 713-755-7012  
Operation: ROW and Parks Maintenance

Company: Fort Bend County  
Contact: Robe Tate  
Phone Number: 832.473.2981  
Operation: ROW Mowing



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SL

DATE (MM/DD/YYYY)

01/24/13

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 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> Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412		<b>386-252-9601</b>  <b>386-239-5729</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> BIOLA-1	<b>FAX (A/C, No):</b>
<b>INSURED</b> <b>BIO LANDSCAPE &amp; MAINTENANCE INC</b> <b>5202 DOW ROAD</b> <b>HOUSTON, TX 77040</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A :</b> Westfield Ins Co		<b>24112</b>
		<b>INSURER B :</b> Texas Mutual Ins Co		<b>22945</b>
		<b>INSURER C :</b>		
		<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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			CMM5060952	04/30/12	04/30/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
A	<input checked="" type="checkbox"/> CONTRACTUAL LIAB						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CMM5060952	04/30/12	04/30/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS						\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> 1,000 COMP DEDUCT			\$1,000 COLLISION DEDUC			\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CMM5060952	04/30/12	04/30/13	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE						EXCESS GL \$
	<input checked="" type="checkbox"/> RETENTION \$ NONE						AUTO, WC \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF000121203020110430	04/30/12	04/30/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	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
A	INSTALLATION FLTR			CMM5060952	04/30/12	04/30/13	\$1000 DED 50,000
A	PEST/HERBICIDE			CMM5060952	04/30/12	04/30/13	LIABILITY 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(A) LEASED/RENTED EQPT POLICY #CMM5060952 EFF 4-30-12 TO 4-30-13 DED \$1,000

LIMIT \$500,000

RE: BID NUMBER 2013-01-CITY OF ROSENBERG RIGHT-OF-WAY ROUGH CUT, RIGHT-OF-WAY FINISH CUT, OPEN ACREAGE MOWING, AND WASTEWATER TREATMENT PLANT MOWING.

**CERTIFICATE HOLDER****CANCELLATION**

CITYR13  CITY OF ROSENBERG PO BOX 32 2220 4TH STREET ROSENBERG, TX 77471	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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EXECUTED this 16th day of January, 2013.

Bio Landscape & Maintenance, Inc.

Principal

*Steven S. Smith*  
Signature

Steven S. Smith  
Printed Name

CFO  
Title

ATTEST/WITNESS: (SEAL)

*Chris Cathy*  
Signature

Chris Cathy  
Printed Name

Account Consultant  
Title

Aspen American Insurance Company

Surety

*Stephen P. Farmer*  
Signature

Stephen P. Farmer  
Printed Name

Attorney-in-Fact  
Title

ATTEST/WITNESS: (SEAL)

*Heather Barbera*  
Signature

Heather Barbera  
Printed Name

CSR  
Title

REVIEWED.

*R. Lutz*  
CITY ATTORNEY

THE FOREGOING BOND IS APPROVED AND  
ACCEPTED ON BEHALF OF THE CITY OF  
ROSENBERG.

*Jack Hamlett*  
Jack Hamlett, City Manager



Aspen American Insurance Company  
175 Capital Boulevard, Rocky Hill, CT 06067

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman of Brown & Brown of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 5<sup>th</sup> day of November, 2012

STATE OF CONNECTICUT  
COUNTY OF HARTFORD

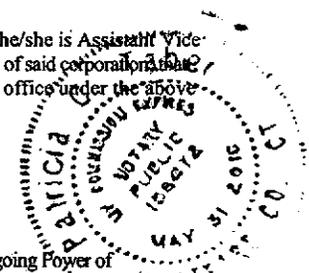
SS. ROCKY HILL

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 5<sup>th</sup> day of November, 2012 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation and the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber  
Notary Public  
My commission expires: May 31, 2016



**CERTIFICATE**

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 16 day of January, 2013

By:

Name: Ryan Field, Assistant Vice President



\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com

**Rough Cut R-O-W Mowing  
Month - \_\_\_\_\_, 2015**

Street Name	Boundaries	Acreage	Date Inspected	Inspected by:
Blume Rd - Nutt Drainage Easement	Blume Rd - CenterPoint ROW	0.35		
CenterPoint R-O-W & Drainage Ditch	Rail Road Tracks & Ditch (Spur 529 - Seabourne Creek)	11.38		
Animal Control		2.61		
Klauke Rd	Bamore Rd - City Limits	2.56		
Bamore Rd	Avenue I - Spur 529	0.15		
Frost St	Avenue H - Dead End	0.09		
Frost St	Property (East)	1.12		
Allen St	Avenue M - Dyer Ave	0.05		
Dyer Ave	Bamore Rd - Allen St	0.12		
Dallas St	Bamore Rd - George St	0.33		
Walger Ave	Bamore Rd - Houston St	4.32		
Sunset Park Ditch	Walger Ave - Southgate Dr	0.38		
Southgate Dr	Hwy 36 - Bamore Rd	1.49		
West St	Easy St - Magnolia Dr (alley)	0.32		
Magnolia Dr	Bamore Rd - HL&P R-O-W	1.73		
Reinhard St	Ruby St - HL&P R-O-W	0.05		
Wilburn St	Ruby St - HL&P R-O-W	0.08		
West St	Bernie Ave - Hwy 59	1.07		
Kentucky St	Callender St - Hwy 59	0.08		
Rice St	West St - Hwy 36	0.22		
Rice St	Hwy 36 - Dead End (old K-Mart)	0.36		
Talasek St Easement	Chupik St - David St	0.60		
Mons Ave	Lory St - Louise St	0.17		
Airport Ave	Lory St - Louise St	0.24		
Alamo St	Mons Ave - Airport Ave	0.25		
Bayou Bend Alley	Live Oak Dr - Chestnut Dr	0.50		
Police Department Drainage Ditch	2nd St - 4th St	0.39		
3rd St	Avenue M - Dead End	0.59		
Avenue O	1st St - 3rd St	0.15		
8th St Drainage Ditch	Parrott Ave - Creek	0.24		
Austin St	Avenue P - Avenue R	0.09		
Avenue S	Austin - Dead End	0.09		
Tobola St	Avenue N - Avenue O	0.09		
Louise St Lot	Avenue O - Avenue R	0.33		
Airport Ave	Louise St - Graeber	2.69		
Graeber Rd	Airport Ave - Avenue N	0.40		
Avenue N	B. F. Terry Blvd. - Radio Ln	0.98		
Klauke St	Avenue N - Dead End	0.34		
Mahlmann St	Avenue I - Avenue N	0.20		
Mahlmann St Drainage Ditch	Mahlmann St - Creek	0.19		
Radio Ln	Avenue N - Avenue I	0.59		
Walnut St	Highway 36 N.	0.05		
Cole Ave	Avenue H - Avenue I	0.20		
Radio Ln	Avenue H - Avenue I	0.79		
Mustang Ave	Radio Ln - City Limits	1.21		
Lane Dr	Avenue I - Avenue H	0.88		
Reading Rd Easement	Lane Dr - Reading Rd	1.85		
Timber Ln	Lindsey Dr - Frances Dr	0.05		
Wilson St Drainage Ditch	Lane Dr - Alley	1.15		
Pecan Park Dr	Westwood Dr - Dead End	0.34		
Fire Station #2	Detention Pond	0.43		
Homestead Rd	B.F. Terry Blvd - Richard St	0.15		
Richard St	Homestead Rd - Reading Rd	0.04		
Reading Rd	B.F. Terry Blvd - Hwy 59	2.28		
Spacek Rd	Biotics - Bryan Rd	1.50		
Biotics Research Dr	Spacek - Dead End	0.33		
Biotics Easement	Hwy 59 - Biotics Research Dr	1.94		

**Rough Cut R-O-W Mowing  
Month - \_\_\_\_\_, 2015**

Street Name	Boundaries	Acreage	Date Inspected	Inspected by:
Bryan Rd	FM 2218 - Creek	2.25		
Danziger Rd	FM 2218 - Hwy 59	0.67		
Reese Rd	FM 2218 - Hwy 59	2.60		
Sewer Trunk line	Reese Rd - Hwy 36	3.46		
Sewer Trunk line	Hwy 36 - North Fairgrounds Rd	1.05		
Sewer Trunk line	Reese Rd - FM 2218	2.11		
Louise St Drainage Ditch (Ford)	Hwy 59 - Seabourne Creek Park	2.23		
J. Meyer Rd	Hwy 36 - FM 2218	3.72		
K.C. Dr	Hwy 36 - Dead End	0.39		
Band Rd	Stella - City Limits	2.48		
Stella Rd	Band Rd - North Fairgrounds Rd	1.04		
Fairgrounds Rd	Hwy 36 - North Fairgrounds Rd	0.65		
North Fairgrounds Rd	Hwy 59 - Fairgrounds Rd	1.36		
Klauke Rd	Cottonwood School Rd - Hwy 59	2.64		
VFW Drainage Ditch	FM 529 - Hwy 90-A	0.34		
Rude Rd	Hwy 90-A - Dead End	0.29		
Huntington Rd	Hwy 36 - Dead End	2.78		
Moore Bar Rd	Hwy 36 - Dead End	2.17		
Walnut St	Hwy 36 - 3rd Street	1.75		
Mulcahy St	Avenue D - City Barn	0.10		
Houston St	Avenue G - Rail Road Tracks	0.20		
2nd St	Avenue D - Dead End	0.12		
Avenue A	2nd St - 4th St	0.20		
Avenue B	6th St - 7th St	0.04		
6th Street Gully	Avenue D - Avenue B	0.48		
Avenue D	6th St - 7th St	0.05		
6th St	Avenue D - Rail Road Tracks	0.16		
Avenue E	3rd St - 7th St	0.47		
7th St	Avenue E - Dead End	0.07		
8th St	Avenue D - Avenue A	0.37		
Avenue A	7th St - Dead End (Sewer Plant 1-A)	0.39		
Rail Road Property	North	4.81		
Rail Road Property	South	4.86		
Avenue F	3rd St - 8th St	0.50		
8th St	Avenue F - Old Richmond Rd	0.08		
Silverado Trls	Old Richmond Rd - Avenue H	0.25		
Rawson Rd	Old Richmond Rd - Avenue H	0.24		
Sutherlands Easement	Old Richmond Rd - Avenue H	1.29		
Sidney Str	Old Richmond Rd - Avenue H	0.09		
Hardcastle	Old Richmond Rd - Avenue H	0.25		
Corporate Dr	Cul-de-sac	0.04		
Damon St	Avenue F - Avenue H	0.05		
Jennetta St	Avenue F - Old Richmond Rd	0.08		
Klare Ave	Bamore Rd - West St	0.06		
Old Richmond Rd	8th St - City Limits	7.07		
Avenue F	Alamo - Dead End	0.53		
Bamore Rd Extension	Hwy 59 - Wild Cotton Rd	2.01		
Cottonwood School Rd	Hwy 59 - Klauke Rd	1.13		
Ditch by C&J Furniture	Avenue F - Avenue H	0.42		
Pecan Rd	K.C. - Dead End	0.12		
Pine Rd	Behind barricade at Dead End	0.36		
Fountains Dr	Seabourne Creek to S. ROW	0.62		
Jane Long Drainage Ditch	Frances to Sally Anne ROW	0.19		
Bryan Rd	Bryan Rd Extension	0.45		
Benton Rd	FM 762 to Reading on Benton Rd	2.82		
Grand Gables	Island at the end of Grand Gables	0.07		
Habitat Lane drainage Easement	Avenue F to Old Richmond Rd.	0.19		

**Rough Cut R-O-W Mowing**  
**Month - \_\_\_\_\_, 2015**

Street Name	Boundaries	Acreage	Date Inspected	Inspected by:
Spacek Rd Drainage Outfall		9.90		
Summer Park Way	Biotics to 59 Feeder	1.46		
Walsh Rd	Spur 529 - Hwy 59	3.73		
Kroesche Rd	Spur 529 - Hwy 59	1.49		
Bryan Rd	Dry Creek - City Limits	1.10		
Pisces & Libra		0.27		
Baker Rd	FM 723 - City Limits	0.68		
Evans Rd	FM 723 - City Limits	1.15		
Calvin Rd	FM 2218 - Dead End	0.25		
Lubojacky Rd	Calvin Rd - J Meyer Rd	0.18		
Hartledge Rd	Hwy 59 Feeder - Klosterhoff	3.48		
Randon School Rd - West	Spur 10 - City Limits	2.18		
Randon School Rd - East	Spur 10 - Muegge	6.11		
Miller Rd	Randon School Rd - Hwy 59	3.98		
Junker Rd	Spur 529 - Hwy 90-A	3.35		
Scott Rd	Spur 529 - Hwy 90-A	3.98		
Blackwood Rd	Muegge - Dead End	0.22		
River Rd	Drainage Channel - Hill	3.10		
Spur 529 (Water Line ROW)		0.97		
Miller Rd (Outfall)		0.82		
Blackwood (Outfall)		8.40		
Muegge Rd	Scott Rd - Randon School Rd	5.20		
Candler	Avenue D - Dead End	0.23		
Cummings Rd	FM 723 - San Carlos Rd	1.56		
Joerger Rd	FM 723 - L.W. Cummings Rd	3.26		
Koeblen Rd	FM 2218 - City Limits	2.45		
<b>TOTAL Rough Cut R-O-W Mowing</b>		<b>185.88</b>		

**Finish Cut R-O-W Mowing**  
**Month - \_\_\_\_\_, 2015**

<b>Street Name</b>	<b>Boundaries</b>	<b>Acreage</b>	<b>Date Inspected</b>	<b>Inspected by:</b>
Bamore Rd	Hwy 59 - Avenue I	3.50		
Blume Rd	Spur 529 - Klauke Rd	1.89		
Reading Rd	Hwy 59 - Benton Rd	8.43		
Reading Rd	Town Center Blvd to Green Gate Dr	0.24		
Airport Avenue	FM 2218 - Graeber	0.42		
Louise St	Hwy 59 - Avenue N	3.61		
4th St	Mons Ave - Avenue M	0.64		
Highway 36	Rice St - Mons Ave	0.38		
1st St	Southgate Dr - Brooks Ave	0.16		
1st St	Avenue M - Avenue O	0.16		
Mons Ave	1st to 4th	0.21		
Spacek Re-Alignment	Reading to Biotics	0.73		
Avenue N & Radio Lane	Guardrail	0.06		
Bayou Crossing Lane	Entrance	0.08		
Bayou Cane Lane	Entrance	0.08		
Homestead Road	FM 2218 - Storm Sewer Inlet	0.02		
<b>TOTAL Finish Cut R-O-W Mowing</b>		<b>20.61</b>		

**Wastewater Treatment Plants**  
**Month - \_\_\_\_\_, 2015**

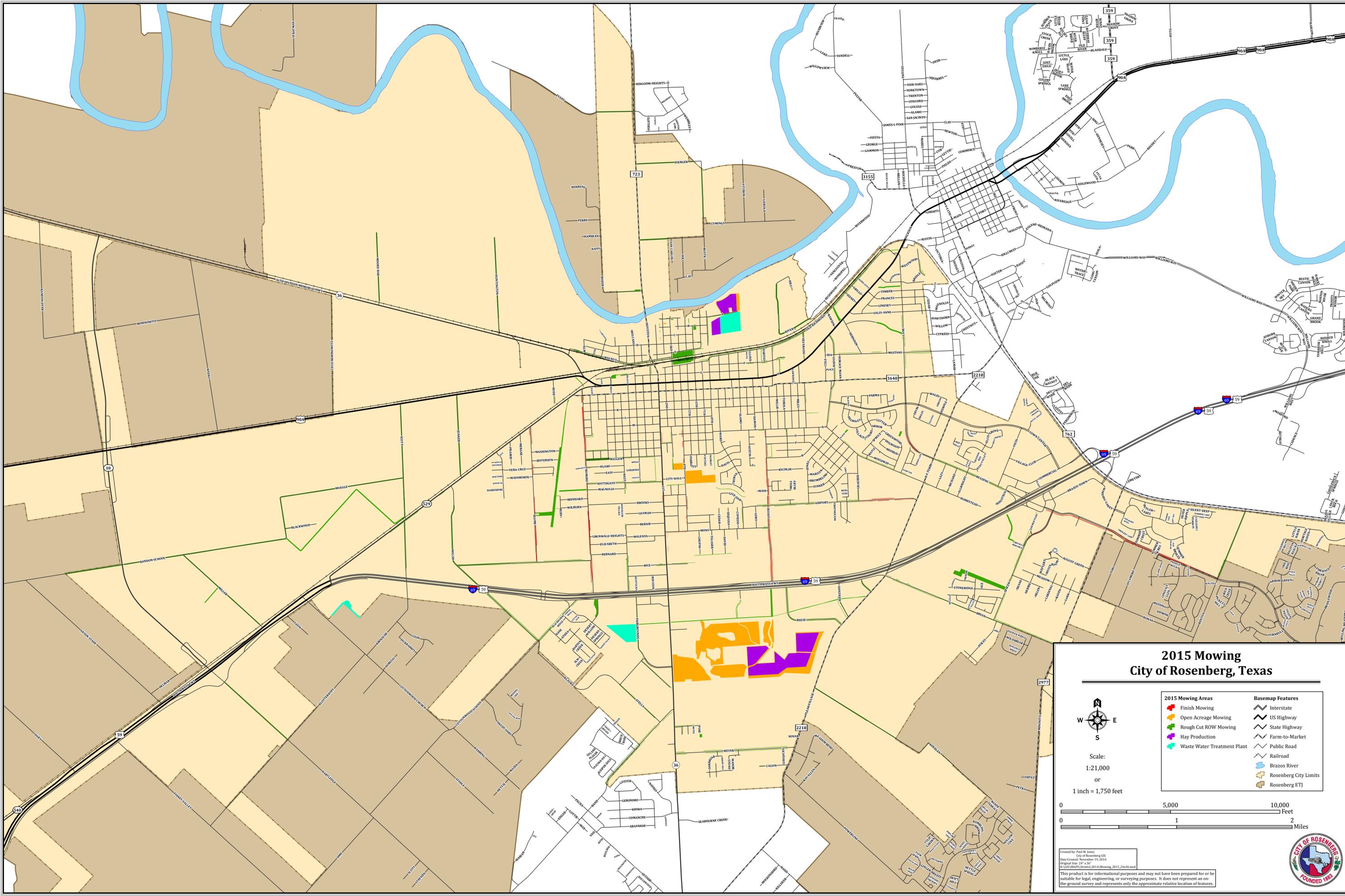
WWTP Location	Boundaries	Acreage	Date Inspected	Inspected by:
No. 1-A		17.00		
No. 2		20.00		
No. 3		2.20		
<b>TOTAL Finish Cut R-O-W Mowing</b>		<b>39.20</b>		

**Open Acreage Mowing**  
**Month - \_\_\_\_\_, 2015**

Street Name	Boundaries	Acreage	Date Inspected	Inspected by:
City Landfill		3.51		
4th St	City Hall to Fort Bend Herald	3.18		
4th St	Across from City Hall & Police Department	14.62		
Seabourne Creek Farm Land		156.50		
Chambers property	Hwy 36 in front of Seabourne Creek Park	2.25		
<b>TOTAL Open Acreage Mowing</b>		<b>180.06</b>		

**TOTAL MOWING**

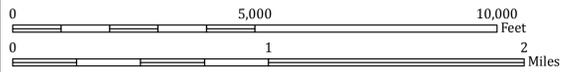
**425.75**



### 2015 Mowing City of Rosenberg, Texas



Scale:  
1:21,000  
or  
1 inch = 1,750 feet



- | 2015 Mowing Areas           | Basemap Features      |
|-----------------------------|-----------------------|
| Finish Mowing               | Interstate            |
| Open Acreage Mowing         | US Highway            |
| Rough Cut ROW Mowing        | State Highway         |
| Hay Production              | Farm-to-Market        |
| Waste Water Treatment Plant | Public Road           |
|                             | Railroad              |
|                             | Brazos River          |
|                             | Rosenberg City Limits |
|                             | Rosenberg ETJ         |

Created by Paul M. Jones  
City of Rosenberg GIS  
Date Created: November 13, 2014  
Original Size: 24" x 36"  
Scale: 1:21,000 (1 inch = 1,750 feet)

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of features.



3. Is Resolution R-1586 - whereas the City Council of Rosenberg deems the subject properties are needed in order to provide for future expansion of Texas Department of Transportation infrastructure through the purchase of certain real property (which is that address mentioned).
4. September 16<sup>th</sup> in the minutes it talks about legislative matters – the proposed resolution that was submitted to you'll last night is not a legislative matter in character and therefore should be excluded from the initiative process. I don't know if you'll discussed that last night, I wasn't here. In essence what it does is it makes the petition a non-binding resolution and you passed it.
5. I don't think we processed and validated all the signatures that were on the petition.

## CONSENT AGENDA

### 1. REVIEW OF CONSENT AGENDA.

*All Consent Agenda items listed are considered to be routine by the City Council and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a City Council Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.*

#### A. CONSIDERATION OF AND ACTION ON WORKSHOP MEETING MINUTES FOR NOVEMBER 26, 2013.

#### B. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1738, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT EXTENSION, BY AND BETWEEN THE CITY AND BIO LANDSCAPE & MAINTENANCE, INC., FOR RIGHT-OF-WAY, OPEN ACREAGE, AND WASTEWATER TREATMENT PLANT MOWING, FOR A PERIOD OF ONE (1) YEAR, EFFECTIVE MARCH 01, 2014, IN AN AMOUNT OF \$121,257.90.

**Executive Summary:** On February 05, 2013, City Council approved Resolution No. R-1614 which awarded a General Services Contract (Contract) for right-of-way, open acreage, and wastewater treatment plant mowing. The Contract was awarded to Bio Landscape & Maintenance, Inc., (Contractor) in the amount of \$113,949.66. The initial term of the Contract was for a one (1) year period, with an option for the City to extend the Contract upon the same terms and conditions for up to two (2) additional one (1) year terms. The acreage amounts for each mowing category have been updated to account for the 2012 and 2013 annexation and other revisions from drainage and street projects that occurred during the past year. The right-of-way rough cut mowing acreage increased approximately 24 acres and finish cut mowing increased by approximately 0.2 acres, per mowing cycle. Based on the current acreage amounts, the total Contract amount is \$121,257.90.

Staff recommends approval of Resolution No. R-1738, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a General Services Contract Extension, by and between the City and Bio Landscape & Maintenance, Inc., for right-of-way, open acreage, and wastewater treatment plant mowing, for a period of one (1) year, effective March 01, 2014.

#### C. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF WALNUT CREEK SECTION FOUR, A SUBDIVISION OF 12.85 ACRES CONTAINING 41 LOTS, 3 BLOCKS, 2 RESTRICTED RESERVES OUT OF THE EUGENE WHEAT SURVEY, A-396, FORT BEND COUNTY, TEXAS.

**Executive Summary:** The proposed Final Plat of Walnut Creek Section Four is located off of Irby Cobb Boulevard, directly across the street from Cora Thomas Elementary School. It is in the City's Extraterritorial Jurisdiction (ETJ) and in Fort Bend County Municipal Utility District No. 152 (MUD No. 152).

The proposed subdivision contains forty-one (41) single-family residential lots and two (2) landscape reserves, with a total of 0.3 acres in reserves. The approved Land Plan for Walnut Creek, as amended in 2008, is attached for your reference and indicates a typical lot size of 60'x120' for this particular area. The typical lot size for the subdivision is 60'x120'. All proposed lots are a minimum of 60' in width as measured at the front building line. Due to being cul-de-sac or "knuckle" lots, twelve (12) lots are less than 50' wide at the street right-of-way and are therefore noted as 50'+ lots

in the Lot Area Summary Table. All lots are a minimum of 40' at the street right-of-way.

The Final Plat complies with the approved Land Plan and with the Preliminary Plat, which was approved by the Planning Commission on July 24, 2013. So far in this development, 529 lots have been platted. A total of 1,184 lots will have been platted at build-out, so the development is 45 percent built-out at this time. According to information provided by the developer, 58 percent of the lots will be 60' or greater in width at build-out.

The proposed Final Plat is consistent with the Development Agreement for MUD No. 152 and with the "Subdivision" Ordinance (Ch. 25, Code of Ordinances). It is also consistent with the approved Preliminary Plat. The Planning Commission recommended approval of the Final Plat on November 20, 2013. Staff recommends approval of the Final Plat of Walnut Creek Section Four.

**D. CONSIDERATION OF AND ACTION ON THE FINAL PLAT OF WALNUT CREEK SECTION EIGHT, A SUBDIVISION OF 9.823 ACRES CONTAINING 44 LOTS, 2 BLOCKS, 1 RESTRICTED RESERVE OUT OF THE EUGENE WHEAT SURVEY, A-396, FORT BEND COUNTY, TEXAS.**

**Executive Summary:** The Final Plat of Walnut Creek Section Eight is located off of Irby Cobb Boulevard at Cobb Creek Lane, in the northwest part of the Walnut Creek development. It is located in the City's Extraterritorial Jurisdiction (ETJ) and in Fort Bend County Municipal Utility District No. 152 (MUD No. 152). The plat consists of 9.8 acres, forty-four (44) single-family residential lots, and a 0.2-acre landscape reserve.

The proposed Plat is in compliance with the approved Land Plan for Walnut Creek. The Land Plan identifies this area of the development as typically consisting of fifty-five foot (55') lots. The majority of the proposed lots are 55' in width. A minimum of eight (8) lots are 60' or greater in width. Seven (7) of the lots are cul-de-sac lots and are 55'-60' as measured at the front building line and 40' at the right-of-way, indicating they are 50'-54' lots as described in the lot width table.

As discussed in the previous Agenda item, so far in the development, 529 lots have been platted. A total of 1,184 lots will have been platted at build-out, so the development is 45 percent built-out at this time. According to information provided by the developer, 58 percent of the lots will be 60' or greater in width at build-out.

The Preliminary Plat of Walnut Creek Section Eight was approved by the Planning Commission on March 27, 2013. The Final Plat is in compliance with the approved Preliminary Plat, with the Land Plan for MUD No. 152 (Walnut Creek) and with applicable provisions of the "Subdivision" Ordinance. The Planning Commission recommended approval of the Final Plat to City Council on May 22, 2013. Staff recommends approval of the Final Plat of Walnut Creek Section Eight.

**Action:** Councilor Benton made a motion, seconded by Councilor McConathy to approve the Consent Agenda with correction of a spelling error in Agenda Item B of street VFW Drainage Ditch and lists FM 529 rather than Spur 529. The motion carried by a unanimous vote.

**REGULAR AGENDA**

**2. REVIEW AND DISCUSS THE SALE OF GENERAL OBLIGATION BONDS, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** In November 2006, the voters approved \$11,500,000 in General Obligation Bonds for communications system, streets and sidewalks, parks and recreation, and drainage. \$9,935,000 has been issued since 2006 as follows:

- 2007       \$3,200,000
- 2009       4,100,000
- 2010       2,635,000

The remaining \$1,565,000 is currently needed to continue with the construction of the Dry Creek Drainage Project. Staff is preparing to sell the General Obligation Bonds in the first quarter of 2014. A timetable for the sale is included for review.



# CITY COUNCIL COMMUNICATION

November 25, 2014

ITEM #	ITEM TITLE
3	FY2015 Street Sweeping Contract Discussion
<b>ITEM/MOTION</b>	
Review and discuss the FY2015 Street Sweeping Contract, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:**

101-5022-530-5710

- District 1
- District 2
- District 3
- District 4
- City-wide
- N/A

**SUPPORTING DOCUMENTS:**

**MUD #:** N/A

1. Street Sweeping Services Bid Documents and Technical Specifications - Draft
2. Proposed Base Street Sweeping Route List – 2015
3. Proposed Alternate Street Sweeping Route List – 2015
4. Street Sweeping Base Route Map
5. Street Sweeping Alternate Map

**APPROVALS**

**Submitted by:**

John Maresh  
Assistant City Manager of  
Public Services

**Reviewed by:**

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney
- City Engineer
- (Other)

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

This item has been included to offer City Council an opportunity to discuss the 2015 Street Sweeping Contract. Per the FY2015 budget approval process, staff has prepared a base street sweeping list, which is the list approved by City Council in 2014 for the one time per month sweeping service. An alternate list of streets for areas that generate large amounts of leaves during the fall and winter months has also been prepared. If approved, these streets would receive an additional street sweeping cycle to help minimize the leaf accumulations. This would typically occur during the months of November through January, with an option for February as determined by the City.

Staff recommends obtaining bids for the monthly street sweeping services as described above for a one (1) year term. The bid proposal would be placed on a future City Council meeting Agenda for consideration and award.



**BID DOCUMENTS & TECHNICAL SPECIFICATIONS**

**City of Rosenberg Street Sweeping Services**

BID NUMBER: 2014-\_\_\_

Pre-Bid Conference: \_\_\_\_\_

Bid Opening: \_\_\_\_\_

Linda Cernosek, City Secretary, TRMC  
P. O. Box 32  
2110 4th Street  
Rosenberg, Texas 77471-0032  
(832) 595-3340

Mayor Vincent M. Morales, Jr.

**COUNCILPERSONS**

William Benton  
Cynthia McConathy  
Jimmie J. Pena  
Susan Euton  
Dwayne Grigar  
Amanda J. Barta



## INVITATION TO BID

Street Sweeping Services Contract for the City of Rosenberg  
Bid No. 2014-\_\_

**RETURN BID TO:** City of Rosenberg  
City Secretary's Office  
2110 4th Street  
Rosenberg, Texas 77471

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** and **BID SHEET(S)** are for your convenience in bidding the enclosed referenced Street Sweeping Services Contract for the City of Rosenberg

**Sealed bids in triplicate shall be received no later than:**

**10:00 A.M. on \_\_\_\_\_**  
**MARK ENVELOPE: "BID NO. 2014-\_\_ /Street Sweeping Services Contract  
for the City of Rosenberg"**

**Bidder shall sign and date the bid. Bids which are not signed and dated will be rejected.**

All bids **must be received at the designated location by the deadline shown.** Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable.

Specifications may be obtained from the City Secretary's Office at the City Hall, 2110 4th Street, Rosenberg, Texas 77471, between the hours of 7:30 a.m., and 5:30 p.m., Monday through Thursday, and between 8:00 a.m. and 5:00 p.m. Fridays, or from the City of Rosenberg website, [www.ci.rosenberg.tx.us](http://www.ci.rosenberg.tx.us) (see RFP Opportunities).

A pre-bid meeting will be held on \_\_\_\_\_ at the City Hall Council Chamber, 2110 4<sup>th</sup> Street, Rosenberg, Texas 77471.

The Bid Opening is scheduled for **Wednesday**, \_\_\_\_\_ at **10:00 A.M.** at which time the sealed bids will be publicly opened and read. **You are invited to attend.** The City reserves the right to accept or reject any or all bids.

**If the amount of the bid exceeds \$50,000.00, an Official Bidder's Bond signed by both the Surety and Bidder, Cashiers Check, Certified Check, or letter of credit from an FDIC insured bank in an amount equal to five percent (5%) of the total bid must accompany each proposal.** Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications.

The City of Rosenberg reserves the right to reject any or all bids or to waive any informality in the bidding. The award will be made to the responsible bidder submitting the lowest acceptable bid or to the bidder who provides goods and services at the best value for the City. Bids may be held by the City of Rosenberg for a period not to exceed ninety (90) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award.

To obtain results, copies of the bid sheets, specifications, bidding documents or you have other questions, please contact:

City of Rosenberg  
John Maresh, Assistant City Manager of Public Services  
Telephone: 832-595-3310  
E-mail: [johnm@ci.rosenberg.tx.us](mailto:johnm@ci.rosenberg.tx.us) [www.ci.rosenberg.tx.us](http://www.ci.rosenberg.tx.us) (RFP Opportunities)

**INVITATION TO BID INSTRUCTIONS  
AND TERMS OF CONTRACT**

**City of Rosenberg Street Sweeping Services  
Bid No. 2014-\_\_**

The City of Rosenberg will receive sealed bids for:

**Street Sweeping Services Contract  
for the City of Rosenberg**

TO PROVIDE FOR: the annual contract commencing \_\_\_\_\_ **1, 2015** and continuing for a twelve-month period. City Council reserves the option to extend this contract upon the same terms and conditions, including prices established hereunder, for one (1) additional one-year period by notifying the bidder in writing of the extension at least thirty (30) days prior to the date the contract would otherwise terminate.

IT IS UNDERSTOOD that the City Council of the City of Rosenberg reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

BIDS must be submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope and **manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

A pre-bid meeting will be held on **Wednesday**, \_\_\_\_\_, **10:00 A.M.** at the City Hall Council Chamber, 2110 4<sup>th</sup> Street, Rosenberg, Texas 77471.

SUBMISSION OF BIDS: Sealed bids, in triplicate, shall be submitted to:

City of Rosenberg  
City Secretary's Office  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

Not later than 10:00 A.M., on Wednesday, \_\_\_\_\_,

**MARK ENVELOPE: "BID NO. 2014-\_\_ /Street Sweeping Services Contract  
for the City of Rosenberg"**

GENERAL INSTRUCTIONS: Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Rosenberg's interpretation shall govern.

FUNDING: Funds for payment have been provided through the City of Rosenberg budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Rosenberg fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the City Secretary's office after submission deadline will be considered void and unacceptable. City of Rosenberg is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission dead line. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice, which is received after the deadline for receiving bids, shall not be considered.

SALES TAX: City of Rosenberg is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in bid.**

PRICING: Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional charges not shown on the bid will not be honored. All prices must be in ink.

DELIVERY: All delivery and freight charges (FOB City of Rosenberg designated location) are to be included in the bid price.

BID AWARD: If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms or specifications contained in the invitation to bid or a qualifying bid.

In determining the lowest responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded;
2. Whether the bidder has a satisfactory record of performance with the City or other entities;
3. Any other factors that could be material to the bidder's ability to comply with the contract.

REJECTION OF BIDS: The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within ninety (90) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

PURCHASE ORDER: City of Rosenberg shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Rosenberg will not be responsible for any orders placed and/or delivered without a valid Purchase order number.

REFERENCES: City of Rosenberg requests bidder to supply, with this ITB, a list of three (3) references where like products or services have been supplied by their firm. Include name of firm, address, telephone number and contact name.

**INSURANCE:** The successful bidder shall provide and maintain the minimum insurance coverages set forth in the City of Rosenberg "**Policy for Bidding Projects**" - Exhibit "A" Section 2. **Purchase Subject to Competitive Bidding Subsections (b-e).**

**A valid certificate of insurance verifying each of the coverages required shall be submitted with the Invitation to Bid documents. The successful bidder shall submit a valid certificate of insurance with the City of Rosenberg named as an additional insured with respect to General Liability and Automobile Liability policies, prior to execution of the General Services Contract by the City.**

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Rosenberg. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

**DESCRIPTIONS:** Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Rosenberg to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The City of Rosenberg shall act as sole judge in determining quality and acceptability of products offered.

**ADDENDA:** Any interpretations, corrections or changes to this Invitation to Bid (ITB) and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Rosenberg purchasing department. Addenda will be mailed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning this type of good or service.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

**INDEMNIFICATION:** The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligations under this Contract.

**TERMINATION OF CONTRACT:** The City of Rosenberg reserves the right to terminate the contract immediately in the event the successful bidder:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Rosenberg may have in law or equity. Bidder, in submitting this bid, agrees that City of Rosenberg shall not be liable to prosecution for damages in the event that the City of Rosenberg declares the bidder in default.

**NOTICE:** Any notice provided by this bid or required by law to be given to the successful bidder by City of Rosenberg shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Rosenberg, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PATENTS / COPYRIGHTS:** The successful bidder agrees to protect City of Rosenberg from claims involving infringements of patents and/or copyrights.

**INVOICES** submitted for payment shall be addressed to City of Rosenberg, Accounts Payable and shall reference the City of Rosenberg approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

**QUALITY CONTROL:** Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until thirty (30) days after satisfactory

replacement has been made.

**REMEDIES:** The successful bidder and City of Rosenberg agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**SAMPLES:** When requested, samples shall be furnished to City of Rosenberg at no charge.

**LAW GOVERNING AND VENUE:** The law of the State of Texas shall govern this contract and no lawsuit shall be prosecuted on this contract except in a court of competent jurisdiction located in Fort Bend County, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Rosenberg.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**WARRANTY:** Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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**BIDDER CERTIFICATION**

By signature affixed, the bidder 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 anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid proposal submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this bid invitation. Bidders agree that the bids submitted shall remain firm for ninety (90) days following the date specified for the opening of bids.

**Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY: \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_

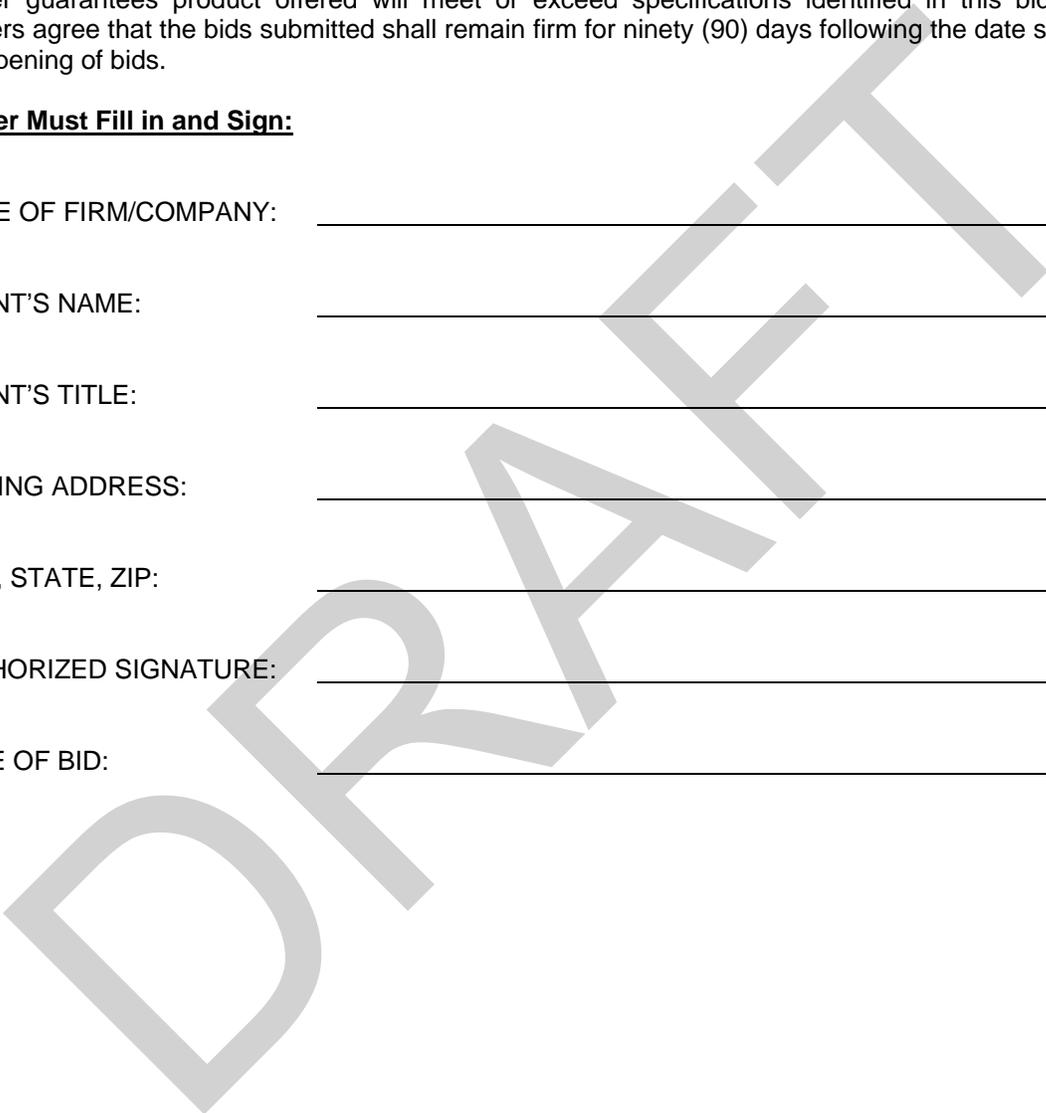
AGENT'S TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE OF BID: \_\_\_\_\_



**Street Sweeping Services**

**SCOPE OF WORK**

1.0 The Contractor shall clean all curbs, gutters, median curbs, road shoulders, gore points, turning lanes and underpasses located in the City as designated by these specifications. (All of the above areas are herein called "streets").

Streets to be cleaned are listed in the Designated Streets Section of these specifications as follows:

**STREET SWEEPING LIST**

1.1 The cleaning operation shall include, but is not limited to all sweeping, hand work, panning, dumping and trash pickup operations.

The cleaning operation does not include removal of waste materials in catch basins of storm sewers.

1.2 Streets will be cleaned at the following frequencies:

a. All streets listed in BASE BID SECTION of the Street Sweeping List are to be cleaned, one time every month. If weather is inclement on the scheduled day for sweeping, the missed day will be rescheduled, and the Contractor will notify the Assistant City Manager of Public Services or his Designee.

b. All streets listed in ALTERNATE BID SECTION of the Street Sweeping List are to be cleaned, one additional time during the months specified by the City and only if authorized in writing by the City. If weather is inclement on the scheduled day for sweeping, the missed day will be rescheduled, and the Contractor will notify the Assistant City Manager of Public Services or his Designee.

1.3 The City may require unscheduled sweeping service as a result of accidents, citizen's requests, special events, etc. The Contractor shall comply with such requests as follows:

a. During scheduled hours of operation (Monday through Friday, 8:00 a.m. to 5:00 p.m.) a maximum response time of two (2) hours shall be required.

b. During unscheduled hours of operation (all other times not covered in 1.3 a. above) a maximum response time of four (4) hours shall be required.

Payment for such unscheduled service shall be for the time worked at a stipulated hourly rate, plus one hour travel time as payment for travel to and from the point of operation. In no event shall the total payment for each such request be less than two (2) hours.

**METHOD OF OPERATIONS**

2.0 All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.

a. The Contractor shall provide his (its) own equipment, labor, fuel, and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his (its) own equipment and the availability, presence and supervision of his (its) employees.

b. The Contractor is required to have a competent and experienced supervisor/foreman on duty during each shift (nights and days) when work is being performed under the Contract. The supervisor/foreman referred to herein may be a sweeper operator.

c. The Contractor shall perform all hand work required to effectuate an efficient cleaning operation. The City shall have the right to identify for the Contractor those areas where hand work should

be performed.

- d. There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the Contract without the prior written consent of the City.
- e. All equipment and personnel will move in the same direction as traffic at all times during all cleaning operations.

## **WEATHER**

- 2.1 For the purpose of this Contract, the National Weather Service at Houston, Texas, shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve (12) hours into the future.
  - a. No cleaning operation shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. These climatic conditions include, but are not limited to, heavy rains, snow, ice, sleet and high winds.
  - b. The Contractor may suspend operations if weather conditions are such that cleaning operations cannot be carried out in an effective manner. If such suspension occurs, the Contractor shall immediately notify the Assistant City Manager or his Designee.
  - c. The Assistant City Manager or his Designee, shall at his (her) discretion have the right to order the suspension of cleaning operations whenever, in his (her) judgment, weather conditions are such that cleaning operations cannot be carried out in an effective manner.

## **DEBRIS**

- 2.2 Collection and transportation of debris from the streets to the disposal site shall be the responsibility of the Contractor.
  - a. The Contractor will comply with all applicable State and Local laws and Ordinances related to the hauling and handling of such material.
  - b. All sweeping debris collected shall be deposited by the Contractor at a place designated by the City.

## **WATER**

- 2.3 Water for sweeping equipment shall be provided by the City. The reporting of water usage shall be outlined in Paragraph 4.2 herein, and the Contractor shall make whatever arrangements are necessary with the City for the use of hydrants throughout the Contract period.

## **EQUIPMENT AND FACILITY**

- 3.0 The equipment used for cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the cleaning work as specified.
- 3.1 Minimum equipment for the Contract shall be two (2) sweepers.
- 3.1 Specification for such equipment are as follows:
  - a. Street Sweepers – Sweepers used in the cleaning operation will be mechanical broom sweepers or equivalent. No limitation on the age of equipment. Street Sweepers must have a minimum capacity of four (4) cubic yards and be equipped with adequate water systems for dust control. Street sweepers must be equipped with dual steering and dust brooms.
  - b. Dump Trucks – Depending upon the type of sweepers used, the Contractor may require the use of one or more dump trucks. It is the Contractor's responsibility to provide these vehicles in the event his (its) cleaning equipment requires same.

- c. Adequate Support Equipment – Including debris transfer vehicle, pickup trucks, service trucks, tire trucks, moving arrow board truck and any other item of equipment necessary to provide cleaning services as described in these specifications.
  - d. All equipment (including support equipment) shall be equipped with two-way radio communications designated for commercial use. Cellular phone service may be utilized for this purpose. CB radios are unacceptable.
- 3.2 All equipment (including support equipment) to be used by the Contractor shall be listed as part of the “Work Plan” section of the Contractor’s Information Report. All such equipment is subject to the inspection and final approval of the City. Such approval may require on-site demonstration of the capability of any proposed equipment.
- 3.3 All vehicles used by the Contractor must be performance worthy by visual and operational inspection. Sweepers must be washed once per day, inclement weather excepted, and all other equipment a minimum of once per week.
- The Assistant City Manager or his Designee shall have the option to perform a complete inspection of all vehicles at any time throughout the term of the Contract. Should any vehicle, when inspected, and in the determination of the City, not meet standards that the City feels are necessary to complete the Contract or to operate safely; the Assistant City Manager or his Designee may require such vehicle to be brought to standard before being placed back in service.
- 3.4 The Contractor must demonstrate evidence of an adequate service facility to ensure scheduled routine maintenance, and must maintain a sufficient supply of brooms and replacement parts to ensure continuous cleaning operations.
- 3.5 The Contractor shall maintain a “spill-kit” with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

**PAYMENT**

- 4.0 Payment for street cleaning shall be made by the Contract unit price per curb mile actually cleaned.
- 4.1 Request for partial payment must be made individually as follows:
- a. BASE BID SECTION – Monthly, for all streets cleaned.
  - b. ALTERNATE BID SECTION – Monthly, for all streets cleaned as authorized by the City in writing.
- 4.2 Request for partial payment must be made in triplicate, forwarded to the Assistant City Manager or his Designee for approval, and must include the following:
- a. Standard Claim Form for payment.
  - b. Cover invoice showing curb miles cleaned, (or cycle completed) and an extension in dollars at the quoted cost, together with the number of gallons of water used to accomplish such services.
  - c. Copy of the Route Lists for the invoiced period, showing the date each street was cleaned, the total mileage for the period and the initials and signature of the Contractor’s representative.
- 4.3 No payment shall be made for any additional service other than the number of curb miles cleaned at the quoted linear curb mile cost, or upon completion of a complete cycle, except:

- a. In the event the City shall employ the Contractor at the hourly rate stipulated in his (its) bid, the Contractor shall be paid upon completion of the specific work, after approval by the City.
- b. Invoicing for such additional hourly work shall be made monthly in the same manner as directed in 4.2 herein.

**DESIGNATED STREETS SECTION:**

For the purpose of this Contract, curb mileage for streets to be cleaned is listed in this section. The City makes no representation as to the reliability of such figures.

The City expressly reserves the right to add to or delete from the listing of streets set forth in these specifications. The Contractor shall honor such additions or deletions.

In no event shall the number of curb miles for any section of streets be increased or decreased by more than twenty-five percent (25%) of the total curb miles for that section for the duration of the Contract.

The total mileage for each section of streets is as follows:

BASE BID SECTION ONLY – 102.58 total curb miles. See attached Base Street Sweeping List 2015

Alternate Bid Item – 77.64 total curb miles. See attached Alternate Street Sweeping List 2015

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**Street Sweeping Services**

**BID PROPOSAL**

Proposals must be submitted *in triplicate*. Completed bid proposal must be received by the City Secretary's Office of the City of Rosenberg, 2110 4th Street, P. O. Box 32, Rosenberg, Texas 77471-0032 by 10:00 a.m. on Wednesday, \_\_\_\_\_.

The contractor may submit in person or by mail for consideration. ***The reference sheet must accompany the bid proposal sheet.*** No proposal will be considered without the completed reference document.

The City reserves the right to request additional information or to meet with representatives from proposing organizations or individuals to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.

Description	Curb Miles	Annual Cycles	Unit Price Per Curb Mile	Total Price Per Monthly Cycle	Total Price for 12 Monthly Cycles
Base Bid-Street List	102.58	12	\$	\$	

Description	Total
Hourly Rate Per Technical Specifications - 4.3 a & b	\$

Description	Curb Miles	Annual Cycles	Unit Price Per Curb Mile	Total Price Per Monthly Cycle	Total Price for 4 Monthly Cycles
Alternate Bid	77.64	4	\$	\$	


**ACCEPTANCE OF BID PROPOSAL:**

It is understood by the undersigned that the right is reserved by the City to reject any or all bid proposals for this service.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Company's Name (Bidder)

ATTEST/SEAL (if a Corporation):  
WITNESS (if not a Corporation)

\_\_\_\_\_  
Street Address

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Area Code and Phone

By: \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name



**BIDDER INFORMATION**

FULL LEGAL FIRM/COMPANY NAME: \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_

BUSINESS MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE NUMBER: \_\_\_\_\_

BUSINESS FAX NUMBER: \_\_\_\_\_

COUNTY: \_\_\_\_\_ MINORITY OWNED: \_\_\_\_\_ #OF EMPLOYEES \_\_\_\_\_

\*\*\*\*\*

CORPORATION: \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_ PROPRIETORSHIP: \_\_\_\_\_ L.L.C. \_\_\_\_\_ L.L.P. \_\_\_\_\_

YEAR EST. \_\_\_\_\_ NO. OF YEARS IN BUSINESS \_\_\_\_\_ FEDERAL ID NO. \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

**PRINCIPALS:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

\*\*\*\*\*

BANK REFERENCE: \_\_\_\_\_

NAME OF BANK OFFICER: \_\_\_\_\_

ADDRESS / CITY / STATE / ZIP: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

**BIDDER CUSTOMER / CLIENT REFERENCES**

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

REVIEWED:

\_\_\_\_\_  
CITY ATTORNEY

**ATTEST/WITNESS: (SEAL)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ATTEST/WITNESS: (SEAL)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

THE FOREGOING BOND IS APPROVED AND  
ACCEPTED ON BEHALF OF THE CITY OF  
ROSENBERG:

\_\_\_\_\_  
Robert Gracia, City Manager





## GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

### I. Summary of Contract Terms

Contractor: \_\_\_\_\_  
Description of Services: Street Sweeping Services  
Maximum Contract Amount: \_\_\_\_\_  
Length of Contract: One-year with one additional one-year extension, if approved by City Council  
Effective Date: December 1, 2013  
Renewal Date: December 1, 2014

### II. Standard Contractual Provisions

#### A. Definitions

*Contract* means this Standard Services Contract.

*Services* means the services for which the City solicited bids or received proposals as described in this Contract.

#### B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least thirty (30) days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

#### C. Termination Provisions

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.
- (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its term. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take

to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

- (3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract.
- D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third party for acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.
- E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- F. Law Governing and Venue. **This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.**
- G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

**III. Special Terms or Conditions.**

**IV. Additional Contract Documents.** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

A. Contractor's Additional Contract Document:

1. Insurance Certificate

B. City's Additional Contract Documents:

1. Bid Documents & Technical Specifications
2. Policy for Bidding Projects – Exhibit "A"

**V. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF ROSENBERG:**

\_\_\_\_\_  
Robert Gracia  
Interim City Manager

**CONTRACTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: City Secretary

\_\_\_\_\_

## EXHIBIT A

### POLICY FOR BIDDING PROJECTS

#### Price Quotations and Purchase Awards

- 1) Procedures of Negotiated Purchases Not Subject to Competitive Bidding. Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
  - a) Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City) as an additional insured.
  - b) No bidders' bond or cashiers' check will be required as bid security.
- 2) Purchase Subject to Competitive Bidding. Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council, except as otherwise provided in the Purchasing Policy. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
  - a) For one time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the City being named as an additional insured.
  - b) For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage minimum combined single-limit General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage, as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manager. The City will be named as an additional insured.
  - c) Workers' Compensation coverage will be required as set forth by State Law.
  - d) Vehicle Liability Insurance coverage will be required as the same limits as General Liability coverage for any contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
  - e) For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five percent (5%) of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

#### Procurement of Professional Services

Procurement of Professional Services shall remain the same with the following exception\*:

- a) Although contracts for professional services may not be awarded on the basis of competitive bids, the City Council must authorize any professional service contract which will exceed \$50,000, on the basis of the above criteria.
- b) Professional services rendered to the City which do not exceed \$50,000 in any fiscal year must be approved for payment by the Department Head of the user department, the Finance Director, and the City Manager, as provided herein.

\*The only change is to increase the bidding limit from \$25,000 to \$50,000.

## BASE STREET SWEEPING INSPECTION LIST

Month: \_\_\_\_\_ 2015

STREET	FROM	TO STREET	LENGTH (in ft.)		DATE INSPECTED	INSPECTED BY
			Side 1	Side 2		
1st Street	Avenue E	Walnut Avenue	210	210		
1st Street	US Hwy 59	Avenue G	10,032	10,032		
2nd Street	Avenue M	Avenue F	871	871		
3rd Street	Avenue C	Avenue B	-	368		
3rd Street	Avenue M	RR Tracks	2,520	2,520		
4th Street	Avenue K	Avenue F	1,364	1,364		
4th Street	Avenue K	Avenue M	726	726		
4th Street	Mons Avenue	Avenue M	4,740	4,740		
5th Street	Avenue K	Avenue F	921	921		
6th Street	Avenue M	Avenue F	1,880	2,209		
7th Street	Avenue M	Avenue F	1,045	1,045		
8th Street	Avenue I	Avenue F	1,157	1,157		
Airport Avenue	FM 2218	Graeber Road	2,650	2,650		
Alderney Court	Gerona Blvd	Dead End	651	651		
Allen Street	Avenue H	Avenue I	300	300		
Allen Street	Walger Avenue	Dallas Avenue	303	303		
Arbor Court	Village Court Lane	Dead End	300	300		
Austin Street	Avenue I	Avenue L	1,081	1,081		
Avenue C	3rd Street	4th Street	-	450		
Avenue D	3rd Street	FM 723	320	795		
Avenue E	Dead End	1st Street	231	231		
Avenue F	2nd Street	4th Street	628	628		
Avenue F	8th Street	Ward Street	354	354		
Avenue G	Alamo Street	Houston Street	3,573	3,573		
Avenue G	Frost Street	Dead End	695	695		
Avenue H	Walnut Avenue	Jennetta Street	9,977	9,977		
Avenue I	Radio Lane	Spur 529	11,976	11,976		
Avenue J	3rd Street	7th Street	882	882		
Avenue J	Brazos Street	Houston Street	861	861		
Avenue J	George Street	James Street	251	251		
Avenue J	San Jacinto Street	8th Street	765	765		
Avenue K	1st Street	Mulcahy Street	370	-		
Avenue K	2nd Street	3rd Street	211	211		
Avenue K	4th Street	6th Street	430	430		
Avenue K	Brazos Street	West Street	370	370		
Avenue K	Ward Street	San Jacinto Street	472	472		
Avenue L	1st Street	3rd Street	466	466		
Avenue L	1st Street	Carlisle Street	440	-		
Avenue L	Brazos Street	Mulcahy Street	332	332		
Avenue L	George Street	West Street	618	618		
Avenue M	1st Street	8th Street	2,120	2,120		
Avenue M	Frost Street	Brazos Street	626	626		
Avenue N	Graeber Road	8th Street	6,950	6,950		
Avenue O	Tobola Street	Louise Street	435	435		
Avenue P	Jones Street	Louise Street	1,855	1,855		
Avenue R	Leonard Street	Louise Street	1,778	1,778		
Azalea Drive	Mulcahy Street	Dead End	432	432		
Bamore Road	US Hwy 59	Avenue I	8,923	8,219		
Blaydon Court	West Parma Drive	Dead End	191	191		
Blume Road	Spur 529	Klauke Road	6,200	6,200		
Bower Court	West Columbarry Drive	Dead End	235	235		

## BASE STREET SWEEPING INSPECTION LIST

Month: \_\_\_\_\_ 2015

STREET	FROM	TO STREET	LENGTH (in ft.)		DATE INSPECTED	INSPECTED BY
			Side 1	Side 2		
Brazos Street	Walger Avenue	Avenue H	3,038	3,038		
Briar Ridge Drive	Jones Street	Junker Street	1,129	1,250		
Brumbelow Street	Jones Street	Briar Ridge Drive	771	771		
Cambay Drive	Town Center Blvd	West Parma Drive	262	262		
Cambridge Circle	Ward Circle	Dead End	230	230		
Canton Circle	East Columbary Drive	Dead End	260	260		
Carlisle Street	Avenue E	Avenue D	416	416		
Carlisle Street	Walger Avenue	Avenue H	1,660	1,985		
Caslyn Drive	East Columbary Drive	Arbor Court	675	675		
Cedar Lane	Mons Avenue	Dead End	712	712		
Celaya Court	East Parma Drive	Dead End	416	416		
Chelsea Court	Parrott Avenue	Dead End	595	595		
Chestnut Drive	Live Oak Drive	Pecan Drive	398	409		
City Hall Drive	1st Street	4th Street	925	950		
City Hall Parking Lot	Perimeter of City Hall		1,050	917		
Commercial Drive	FM 762	Vista Drive	3,887	3,940		
Corporate Drive	Mustang Avenue	Dead End	1,225	1,225		
Cotter Court	Cotter Lane	Dead End	214	214		
Cotter Lane	Manor Drive	East Columbary Drive	2,198	2,198		
Cypress Lane	Mons Avenue	Dead End	711	711		
Dallas Avenue	Mulcahy Street	Carlisle Street	348	348		
Damon Street	Avenue H	Avenue N	1,720	1,720		
Davis Avenue	Johnson Street	Grant Street	885	885		
Divin Drive	Town Center Blvd	Taylan Lane	565	565		
Dogwood Drive	Pine Drive	Greenwood Drive	680	680		
Dyer Avenue	Mulcahy Street	Houston Street	685	685		
Dyer Avenue	West Street	Frost Street	326	326		
East Columbary Drive	Cotter Lane	Caslyn Drive	1,327	1,327		
East Parma Drive	Hannover Blvd	Gerona Blvd	1,230	1,230		
Easy Street	West Street	Dead End	1,356	1,356		
Emilee court	Taylan Lane	Dead End	490	490		
Frances Drive	Lane Drive	Avenue H	1,584	1,584		
Franklin Circle	Monroe Avenue	Dead End	392	392		
Freeway Manor	Junker Street	Airport Avenue	1,010	1,010		
Frost Street	Avenue I	Avenue G	640	640		
Frost Street	Walger Avenue	Avenue I	2,728	2,728		
Gardenia Circle	Mulcahy Street	Dead End	467	467		
James Street	Avenue G	Avenue H	265	265		
George Street	Walger Avenue	Avenue I	2,728	2,766		
Georgina	Avenue I	Avenue N	1,838	1,838		
Gerona Blvd	East Parma Drive	Town Center Blvd	571	571		
Glenmeadow	Tobola Street	Dead End (West)	561	561		
Glenmeadow	Tobola Street	Dead End (East)	491	491		
Grant Street	Davis Avenue	Monroe Avenue	375	375		
Greenfield Drive	Rockwood Drive	Hardwood Drive	330	330		
Green Gate Drive	Reading Road	Rockwood Drive	420	420		
Greenwood Drive	Avenue N	Sandalwood Avenue	300	310		
Greenwood Drive	Redbud Drive	Spruce Drive	1,540	1,540		
Grillo Way	Old Richmond Road	Avenue H	630	630		
Hamilton Street	Monroe Avenue	Parkway Avenue	593	593		
Hannover Blvd	Town Center Blvd	East Parma Drive	523	523		
Hardcastle	Old Richmond Road	Avenue H	630	630		
Hardwood Drive	Greenfield Drive	Old Creek Drive	192	192		

## BASE STREET SWEEPING INSPECTION LIST

Month: \_\_\_\_\_ 2015

STREET	FROM	TO STREET	LENGTH (in ft.)		DATE INSPECTED	INSPECTED BY
			Side 1	Side 2		
Helmsley Drive	West Columbary Drive	Manor Drive	1,028	1,028		
Hemple Drive	Taylan Lane	Town Center Blvd	590	590		
Hickory Way	Pecan Drive	Live Oak Drive	285	285		
Houston Street	Avenue J	RR Tracks	870	870		
James Street	Walger Avenue	Dallas Avenue	1,724	1,724		
Jane Long Drive	Lindsey Drive	Timberlane	617	617		
Jane Long Drive	Sally Anne Drive	Lindsey Drive	226	226		
Jefferson Street	Blume Road	Dead End	1,184	1,184		
Jervis Drive	Moray Drive	Hamnover Blvd	317	317		
Johnson Street	Madison Avenue	Davis Avenue	285	285		
Jones Street	Briar Ridge Drive (just North)	Airport Avenue	2,253	2,081		
Junker Street	Jones Street	Briar Ridge Drive	946	946		
Klare Avenue	Bamore Road	West Street	1,633	1,633		
Klauke Court	Briar Ridge Drive	Dead End	347	374		
Lane Drive	Avenue H	Avenue I	5,150	5,150		
Lawrence Street	Avenue I	Avenue N	1,838	1,838		
Lawrence Street	Avenue I	Avenue H	295	-		
Leaman Avenue	1st Street	Woodland Village	472	472		
Lee Circle	Ward Street	Dead End	283	283		
Leonard Street	Avenue N	Dead End	332	315		
Lindsey Drive	Jane Long Drive	Timberlane	453	453		
Live Oak Drive	Airport Avenue	Chestnut Drive	983	1,125		
Longhorn Drive	Airport Avenue	Dead End	726	726		
Louise Street	Avenue H	Avenue N	2,087	2,087		
Louise Street	Avenue N	US Hwy 59	7,010	7,010		
Lynbrook Drive	Ripple Creek Drive	Dead End	372	372		
MacArthur Street	Avenue K	Avenue I	643	643		
Madison Avenue	McKinley Street	Johnson Street	969	969		
Mahlmann Street	Avenue I	Avenue N	1,838	1,838		
Mahlmann Street	Avenue N	Avenue P	580	580		
Main Avenue	Louise Street	Dead End	500	500		
Manor Circle	Village Court Lane	Village Court Lane	273	273		
Manor Drive	West Columbary Drive	Dead End	982	982		
Maple Circle	Sandalwood Avenue	Dead End	201	201		
Marilyn Street	Jones Street	Briar Ridge Drive	610	610		
Matamoros Drive	Blume Road	Dead End	1,187	1,187		
Matamoros Drive	Blume Road	Monterrey Drive	920	920		
McKinley Street	Dead End	Madison Avenue	569	569		
Mercantile Drive	US Hwy 59	Commercial Drive	245	245		
Miles Street	Avenue I	Avenue N	1,838	1,838		
Miles Street	Avenue I	Avenue H	718	718		
Millie Street	Avenue I	Avenue H	310	310		
Millie Street	Avenue I	Avenue N	1,838	1,838		
Mimosa Lane	Mulcahy Street	Dead End	463	463		
Mockingbird Lane	Airport Avenue	Dead End	482	482		
Monroe Avenue	Grant Street	Hamilton Street	860	860		
Mons Avenue	1st Street	Louise Street	4,676	4,676		
Monterrey Drive	Matamoros Drive	Vera Cruz Drive	349	349		
Moray Drive	West Parma Drive	Jervis Drive	308	308		
Mulcahy Street	Avenue I	Avenue H	230	230		
Mulcahy Street	Texas Avenue	Dyer Avenue	321	321		
Mustang Avenue	In front of school		-	1,588		
Nanterre Court	East Parma Drive	Dead End	411	411		

## BASE STREET SWEEPING INSPECTION LIST

Month: \_\_\_\_\_ 2015

STREET	FROM	TO STREET	LENGTH (in ft.)		DATE INSPECTED	INSPECTED BY
			Side 1	Side 2		
Old Creek Drive	Hardwood Drive	Avenue N	801	820		
Palm Court	Sandalwood Avenue	Dead End	195	195		
Parkway Avenue	Hamilton Street	Dead End	984	984		
Parrott Avenue	8th Street	McKinley Street	885	885		
Pecan Drive	Chesnut Drive	Hickory Way	458	517		
Pecan Court	Pecan Drive	Dead End	374	374		
Pecan Park Drive	Dead End	Westwood Drive	855	855		
Pine Drive	Redbud Drive	Dogwood Drive	195	180		
Plaza Drive	US Hwy 59	Commercial Drive	208	208		
Reading Road	FM 2218	Avenue I	4,180	4,190		
Reading Road	FM 2218 (Median Only)	Avenue I (Median Only)	719	719		
Reading Road	FM 2218	US Hwy 59	4,445	4,445		
Reading Road	Herndon Drive	Dead End	634	634		
Reading Road	US Hwy 59	Minonite Road (FM 2977)	5,820	5,234		
Redbud Drive	Greenwood Drive	Pine Drive	780	780		
Ripple Creek Drive	Jones Street	Graeber Road	2,121	2,121		
Rockwood Drive	Green Gate Drive	Old Creek Drive	420	420		
Ruby Street	Wilburn Street	Trailer Park Entrance	1,222	1,222		
San Jacinto Street	Avenue F	Avenue G	150	150		
Sandalwood Avenue	Spruce Drive	Greenwood Drive	586	586		
Sequoia Lane	Mons Avenue	Dead End	708	708		
Spruce Drive	Greenwood Drive	Sandalwood Avenue	586	586		
Spruce Drive	Sandalwood Avenue	Woodway Avenue	400	432		
Stevens Court	Taylan Lane	Dead End	500	500		
Taylan Lane	Hemple Drive	Divin Drive	1,080	1,080		
Texas Avenue	Brazos Street	Mulcahy Street	342	342		
Texas Avenue	Frost Street	George Street	340	340		
Timberlane	Lane Drive	Dead End	684	684		
Tobola Street	Avenue I	Avenue N	1,838	1,838		
Tobola Street	Avenue O	Avenue R	692	692		
Town Center Blvd.	Radio Lane	FM 2218	5,418	5,418		
Town Center Blvd.	Radio Lane (Median Only)	FM 2218 (Median Only)	1,398	1,398		
Town Center Blvd.	FM 2218	Commercial Drive	5,850	5,850		
Town Center Blvd.	FM 2218 (Median Only)	Commercial Drive (Median Only)	1,053	1,053		
Township Court	East Columbarry Drive	Dead End	434	434		
Tremont Court	Parrott Avenue	Dead End	498	498		
Truman Circle	Ward Street	Dead End	447	447		
Turtle Creek Drive	Airport Avenue	Dead End	879	891		
Vera Cruz Drive	Blume Road	Seabourne Meadows Drive	1,299	1,299		
Vera Cruz Drive	Blume Road	Monterry Drive	371	371		
Village Court Drive	Town Center Blvd	Manor Drive	1,829	1,829		
Village Court Circle	Village Court Drive	Village Court Drive	360	360		
Village Court Lane	Arbor Court	Village Court Drive	1,312	1,312		
Vista Drive	Reading Road	Town Center Blvd	2,780	2,780		
Walger Avenue	Bamore Road	West Street	1,679	1,633		
Ward Street	Parkway Avenue	Avenue I	3,254	3,654		
Washington Street	Blume Road	Dead End	1,253	1,253		
West Columbarry Drive	Village Court Blvd	Manor Drive	826	826		
West Parma Drive	Cambay Drive	Moray Drive	671	671		
West Street	Avenue D	Dead End	360	360		
West Street	Walger Avenue	Avenue I	2,728	2,728		
West Street	Walnut Avenue	Avenue E	200	200		
Westwood Drive	Pecan Park Drive	Lane Drive	683	683		

## BASE STREET SWEEPING INSPECTION LIST

Month: \_\_\_\_\_ 2015

STREET	FROM	TO STREET	LENGTH (in ft.)		DATE INSPECTED	INSPECTED BY
			Side 1	Side 2		
White Oak Drive	Woodway Drive	Avenue N	103	103		
Wilson Drive	Lane Drive	Dead End	764	764		
Woodway Avenue	Spruce Drive	Greenwood Drive	1,173	1,173		
		<b>FEET</b>	<b>270,201</b>	<b>271,437</b>		
		<b>MILES</b>	<b>51.17</b>	<b>51.41</b>		
		<b>TOTAL MILES</b>	<b>102.58</b>			

## ALTERNATE STREET SWEEPING INSPECTION LIST

Month: \_\_\_\_\_ 2015

STREET	FROM	TO STREET	LENGTH (in ft.)		DATE INSPECTED	INSPECTED BY
			Side 1	Side 2		
1st Street	Avenue E	Walnut Avenue	210	210		
1st Street	US Hwy 59	Avenue G	10,032	10,032		
2nd Street	Avenue E	Avenue D	361	361		
2nd Street	Avenue M	Avenue F	871	871		
3rd Street	Avenue C	Avenue B	-	368		
3rd Street	Avenue M	RR Tracks	2,520	2,520		
4th Street	Avenue K	Avenue F	1,364	1,364		
4th Street	Avenue K	Avenue M	726	726		
4th Street	Mons Avenue	Avenue M	4,740	4,740		
5th Street	Avenue K	Avenue F	921	921		
6th Street	Avenue M	Avenue F	1,880	2,209		
7th Street	Avenue M	Avenue F	1,045	1,045		
8th Street	Avenue I	Avenue F	1,157	1,157		
Allen Street	Avenue H	Avenue I	300	300		
Allen Street	Walger Avenue	Dallas Avenue	303	303		
Austin Street	Avenue I	Avenue L	1,081	1,081		
Avenue C	3rd Street	4th Street	-	450		
Avenue D	3rd Street	FM 723	320	795		
Avenue E	Dead End	1st Street	231	231		
Avenue F	2nd Street	4th Street	628	628		
Avenue F	8th Street	Ward Street	354	354		
Avenue G	Alamo Street	Houston Street	3,573	3,573		
Avenue G	Frost Street	Dead End	695	695		
Avenue H	Walnut Avenue	Jennetta Street	9,977	9,977		
Avenue I	Radio Lane	Spur 529	11,976	11,976		
Avenue J	3rd Street	7th Street	882	882		
Avenue J	Brazos Street	Houston Street	861	861		
Avenue J	George Street	James Street	251	251		
Avenue J	San Jacinto Street	8th Street	765	765		
Avenue K	1st Street	Mulcahy Street	370	-		
Avenue K	2nd Street	3rd Street	211	211		
Avenue K	4th Street	6th Street	430	430		
Avenue K	Brazos Street	West Street	370	370		
Avenue K	Ward Street	San Jacinto Street	472	472		
Avenue L	1st Street	3rd Street	466	466		
Avenue L	1st Street	Carlisle Street	440	-		
Avenue L	Brazos Street	Mulcahy Street	332	332		
Avenue L	George Street	West Street	618	618		
Avenue M	1st Street	8th Street	2,120	2,120		
Avenue M	1st Street	Carlisle Street	480	-		
Avenue M	Frost Street	Brazos Street	626	626		
Avenue N	Graeber Road	8th Street	6,950	6,950		
Avenue O	Tobola Street	Louise Street	435	435		
Avenue P	Jones Street	Louise Street	1,855	1,855		
Avenue R	Leonard Street	Louise Street	1,778	1,778		
Azalea Drive	Mulcahy Street	Dead End	432	432		
Bamore Road	US Hwy 59	Avenue I	8,923	8,219		
Blume Road	Spur 529	Klauke Road	6,200	6,200		
Brazos Street	Walger Avenue	Avenue H	3,038	3,038		
Briar Ridge Drive	Jones Street	Junker Street	1,129	1,250		
Brumbelow Street	Jones Street	Briar Ridge Drive	771	771		
Cambridge Circle	Ward Circle	Dead End	230	230		
Carlisle Street	Avenue E	Avenue D	416	416		

## ALTERNATE STREET SWEEPING INSPECTION LIST

Month: \_\_\_\_\_ 2015

STREET	FROM	TO STREET	LENGTH (in ft.)		DATE INSPECTED	INSPECTED BY
			Side 1	Side 2		
Carlisle Street	Walger Avenue	Avenue H	1,660	1,985		
Caslyn Drive	East Columbary Drive	Arbor Court	675	675		
Cedar Lane	Mons Avenue	Dead End	712	712		
Chelsea Court	Parrott Avenue	Dead End	595	595		
Chestnut Drive	Live Oak Drive	Pecan Drive	398	409		
City Hall Drive	1st Street	4th Street	925	950		
City Hall Parking Lot	Perimeter of City Hall		1,050	917		
Cotter Lane	Manor Drive	East Columbary Drive	2,198	2,198		
Dallas Avenue	Mulcahy Street	Carlisle Street	348	348		
Damon Street	Avenue H	Avenue N	1,720	1,720		
Davis Avenue	Johnson Street	Grant Street	885	885		
Dogwood Drive	Pine Drive	Greenwood Drive	680	680		
Dyer Avenue	Mulcahy Street	Houston Street	685	685		
Dyer Avenue	West Street	Frost Street	326	326		
East Columbary Drive	Cotter Lane	Caslyn Drive	1,327	1,327		
Easy Street	West Street	Dead End	1,356	1,356		
Frances Drive	Lane Drive	Avenue H	1,584	1,584		
Franklin Circle	Monroe Avenue	Dead End	392	392		
Freeway Manor	Junker Street	Airport Avenue	1,010	1,010		
Frost Street	Avenue I	Avenue G	640	640		
Frost Street	Walger Avenue	Avenue I	2,728	2,728		
Gardenia Circle	Mulcahy Street	Dead End	467	467		
George Street	Walger Avenue	Avenue I	2,728	2,766		
Georgina	Avenue I	Avenue N	1,838	1,838		
Glenmeadow	Tobola Street	Dead End (West)	561	561		
Glenmeadow	Tobola Street	Dead End (East)	491	491		
Grant Street	Davis Avenue	Monroe Avenue	375	375		
Greenfield Drive	Rockwood Drive	Hardwood Drive	330	330		
Green Gate Drive	Reading Road	Rockwood Drive	420	420		
Greenwood Drive	Avenue N	Sandalwood Avenue	300	300		
Greenwood Drive	Redbud Drive	Spruce Drive	1,540	1,540		
Hamilton Street	Monroe Avenue	Parkway Avenue	593	593		
Hannover Blvd	Town Center Blvd	East Parma Drive	523	523		
Hardcastle	Old Richmond Road	Avenue H	630	630		
Hardwood Drive	Greenfield Drive	Old Creek Drive	192	192		
Hickory Way	Pecan Drive	Live Oak Drive	285	285		
Houston Street	Avenue J	RR Tracks	870	870		
James Street	Avenue G	Avenue H	265	265		
James Street	Walger Avenue	Dallas Avenue	1,724	1,724		
Jane Long Drive	Lindsey Drive	Timberlane	617	617		
Jane Long Drive	Sally Anne Drive	Lindsey Drive	226	226		
Jefferson Street	Blume Road	Dead End	1,184	1,184		
Johnson Street	Madison Avenue	Davis Avenue	285	285		
Jones Street	Briar Ridge Drive (just North)	Airport Avenue	2,253	2,081		
Junker Street	Jones Street	Briar Ridge Drive	946	946		
Klare Avenue	Bamore Road	West Street	1,633	1,633		
Klauke Court	Briar Ridge Drive	Dead End	347	374		
Lane Drive	Avenue H	Avenue I	5,150	5,150		
Lawrence Street	Avenue I	Avenue N	1,838	1,838		
Lawrence Street	Avenue I	Avenue H	295	-		
Leaman Avenue	1st Street	Woodland Village	472	472		
Lee Circle	Ward Street	Dead End	283	283		
Leonard Street	Avenue N	Dead End	332	315		

## ALTERNATE STREET SWEEPING INSPECTION LIST

Month: \_\_\_\_\_ 2015

STREET	FROM	TO STREET	LENGTH (in ft.)		DATE INSPECTED	INSPECTED BY
			Side 1	Side 2		
Lindsey Drive	Jane Long Drive	Timberlane	453	453		
Live Oak Drive	Airport Avenue	Chestnut Drive	983	1,125		
Longhorn Drive	Airport Avenue	Dead End	726	726		
Louise Street	Avenue H	Avenue N	2,087	2,087		
Lynbrook Drive	Ripple Creek Drive	Dead End	372	372		
MacArthur Street	Avenue K	Avenue I	643	643		
Madison Avenue	McKinley Street	Johnson Street	969	969		
Mahlmann Street	Avenue I	Avenue N	1,838	1,838		
Mahlmann Street	Avenue N	Avenue P	580	580		
Marilyn Street	Jones Street	Briar Ridge Drive	610	610		
Matamoros Drive	Blume Road	Dead End	1,187	1,187		
Matamoros Drive	Blume Road	Monterrey Drive	920	920		
McKinley Street	Dead End	Madison Avenue	569	569		
Miles Street	Avenue I	Avenue N	1,838	1,838		
Miles Street	Avenue I	Avenue H	718	718		
Millie Street	Avenue I	Avenue H	310	310		
Millie Street	Avenue I	Avenue N	1,838	1,838		
Mimosa Lane	Mulcahy Street	Dead End	463	463		
Mockingbird Lane	Airport Avenue	Dead End	482	482		
Monroe Avenue	Grant Street	Hamilton Street	860	860		
Mons Avenue	1st Street	Louise Street	4,676	4,676		
Monterrey Drive	Matamoros Drive	Vera Cruz Drive	349	349		
Mulcahy Street	Avenue I	Avenue H	230	230		
Mulcahy Street	Texas Avenue	Dyer Avenue	321	321		
Mustang Avenue	In front of school		-	1,588		
Old Creek Drive	Hardwood Drive	Avenue N	801	820		
Parkway Avenue	Hamilton Street	Dead End	984	984		
Parrott Avenue	8th Street	McKinley Street	885	885		
Pecan Court	Pecan Drive	Dead End	374	374		
Pecan Drive	Chesnut Drive	Hickory Way	458	517		
Pecan Park Drive	Dead End	Westwood Drive	855	855		
Pine Drive	Redbud Drive	Dogwood Drive	195	180		
Reading Road	Herndon Drive	Dead End	634	634		
Redbud Drive	Greenwood Drive	Pine Drive	780	780		
Ripple Creek Drive	Jones Street	Graeber Road	2,121	2,121		
Rockwood Drive	Green Gate Drive	Old Creek Drive	420	420		
San Jacinto Street	Avenue F	Avenue G	150	150		
Sandalwood Avenue	Spruce Drive	Greenwood Drive	586	586		
Sequoia Lane	Mons Avenue	Dead End	708	708		
Spruce Drive	Greenwood Drive	Sandalwood Avenue	586	586		
Spruce Drive	Sandalwood Avenue	Woodway Avenue	400	432		
Texas Avenue	Brazos Street	Mulcahy Street	342	342		
Texas Avenue	Frost Street	George Street	340	340		
Timberlane	Lane Drive	Dead End	684	684		
Tobola Street	Avenue I	Avenue N	1,838	1,838		
Tobola Street	Avenue O	Avenue R	692	692		
Tremont Court	Parrott Avenue	Dead End	498	498		
Truman Circle	Ward Street	Dead End	447	447		
Turtle Creek Drive	Airport Avenue	Dead End	879	891		
Vera Cruz Drive	Blume Road	Seabourne Meadows Drive	1,299	1,299		
Vera Cruz Drive	Blume Road	Monterrey Drive	371	371		
Village Court Drive	Town Center Blvd	Manor Drive	1,829	1,829		
Walger Avenue	Bamore Road	West Street	1,679	1,633		

## ALTERNATE STREET SWEEPING INSPECTION LIST

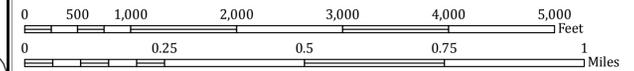
Month: \_\_\_\_\_ 2015

STREET	FROM	TO STREET	LENGTH (in ft.)		DATE INSPECTED	INSPECTED BY
			Side 1	Side 2		
Ward Street	Parkway Avenue	Avenue I	3,254	3,654		
Washington Street	Blume Road	Dead End	1,253	1,253		
West Street	Avenue D	Dead End	360	360		
West Street	Walger Avenue	Avenue I	2,728	2,728		
West Street	Walnut Avenue	Avenue E	200	200		
Westwood Drive	Pecan Park Drive	Lane Drive	683	683		
Wilson Drive	Lane Drive	Dead End	764	764		
		<b>FEET</b>	<b>204,102</b>	<b>205,851</b>		
		<b>MILES</b>	<b>38.66</b>	<b>38.99</b>		
		<b>TOTAL MILES</b>		<b>77.64</b>		

# Street Sweeping 2014 - 2015 Base Streets City of Rosenberg, Texas



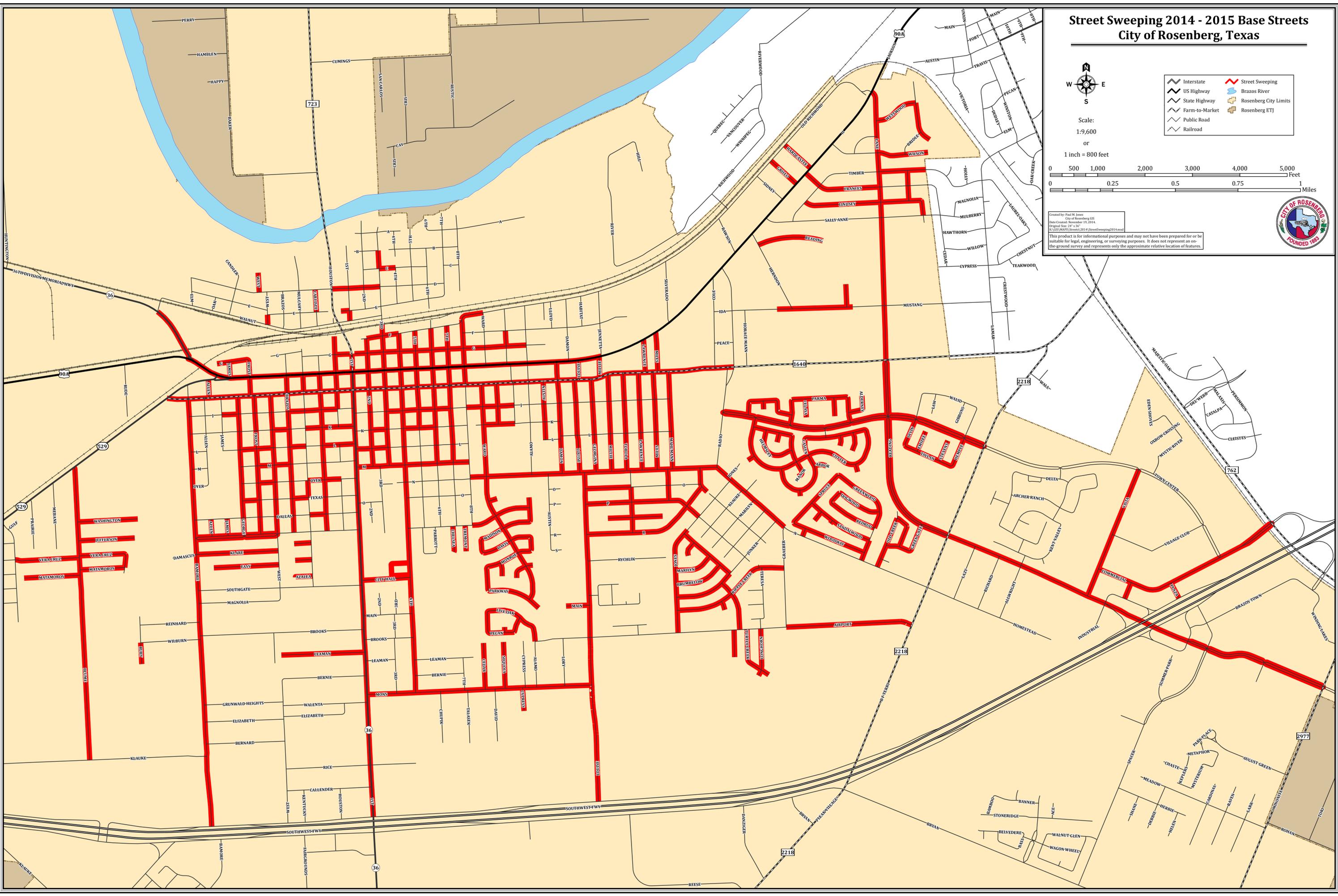
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or  
1 inch = 800 feet



- Interstate
- US Highway
- State Highway
- Farm-to-Market
- Public Road
- Railroad
- Street Sweeping
- Brazos River
- Rosenberg City Limits
- Rosenberg ETJ

Created by: Paul M. Jones  
City of Rosenberg GIS  
Date Created: November 19, 2014  
Original Size: 24 x 36"  
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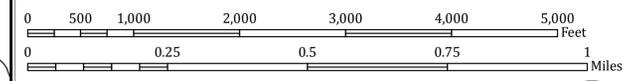
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# Street Sweeping 2014 - 2015 Alternate Streets City of Rosenberg, Texas



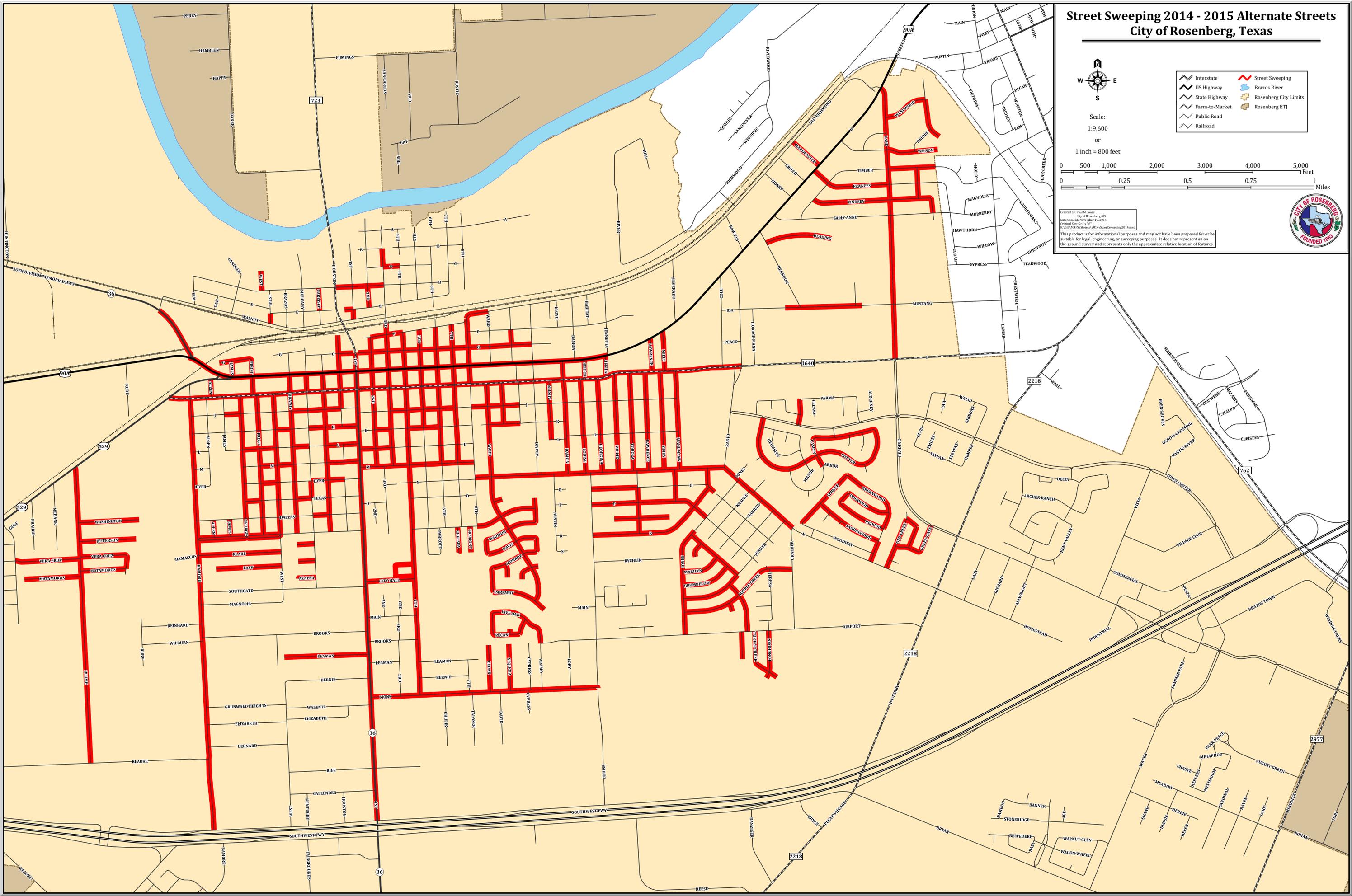
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- Interstate
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# CITY COUNCIL COMMUNICATION

November 25, 2014

<b>ITEM #</b>	<b>ITEM TITLE</b>
<b>4</b>	<b>Proposed Emergency Services Districts Discussion</b>
<b>ITEM/MOTION</b>	
Review and discuss proposed Emergency Services Districts, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

- District 1
- District 2
- District 3
- District 4
- City-wide
- N/A

**SUPPORTING DOCUMENTS:**

**MUD #:** N/A

1. Texas Health and Safety Code Excerpt - Section 775.014
2. Map of Proposed Emergency Services District 6
3. Map of Proposed Emergency Services District 8 (Beasley Fire District)

**APPROVALS**

**Submitted by:**

Wade Goates  
Fire Chief

**Reviewed by:**

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney
- City Engineer
- (Other)

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

There are two (2) proposed Emergency Services Districts that are planned for areas south and west of Rosenberg. The Emergency Services Districts will impact the City's Extraterritorial Jurisdiction in these areas by creating a taxing entity. This taxing entity could affect future annexation considerations. In the near future, City Council will be asked to take action on a request to allow these two (2) Emergency Services Districts to form. A map of proposed Emergency Services District Nos. 6 and 8 are attached.

Staff would like to take this opportunity to have an open discussion with City Council on the proposed Emergency Services Districts and receive direction as necessary.

TEXAS HEALTH AND SAFETY CODE EXCERPT  
TITLE 9: SAFETY  
SUBTITLE B. EMERGENCIES  
CHAPTER 775. EMERGENCY SERVICES DISTRICTS

Sec. 775.014. CREATION OF DISTRICT THAT INCLUDES MUNICIPAL TERRITORY. (a) Before a district may be created that contains territory in a municipality's limits or extraterritorial jurisdiction, a written request to be included in the district must be presented to the municipality's governing body after the petition is filed under Section 775.015. Except as provided by Subsection (c), that territory may not be included in the district unless the municipality's governing body gives its written consent on or before the 60th day after the date on which the municipality receives the request.

(b) If the municipality's governing body does not consent to inclusion within the 60-day period prescribed by Subsection (a), a majority of the qualified voters and the owners of at least 50 percent of the territory in the municipality's limits or extraterritorial jurisdiction that would have been included in the district may petition the governing body to make fire control and emergency medical and ambulance services available. The petition must be submitted to the governing body not later than the 90th day after the date on which the municipality receives the request under Subsection (a).

(c) If the municipality's governing body refuses or fails to act on the petition requesting fire protection and emergency medical and ambulance services within six months after the date on which the petition submitted under Subsection (b) is received, the governing body's refusal or failure to act constitutes consent for the territory that is the subject of the petition to be included in the proposed district.

(d) If the proposed district will include territory designated by a municipality as an industrial district under Section 42.044, Local Government Code, consent to include the industrial district must be obtained from the municipality's governing body in the same manner provided by this section for obtaining consent to include territory within the limits or extraterritorial jurisdiction of a municipality.

(e) If the municipality's governing body consents to inclusion of territory within its limits or extraterritorial

jurisdiction, or in an industrial district, the territory may be included in the district in the same manner as other territory is included under this chapter.

(f) A governing body's consent to include territory in the district and to initiate proceedings to create a district as prescribed by this chapter expires six months after the date on which the consent is given.

(g) This section does not apply if the proposed district contains territory in the unincorporated area of a county with a population of 3.3 million or more.

(h) The governing body of a municipality with a population of more than one million may negotiate with the commissioners court of a county with a population of less than 1.8 million that is the county in which the majority of the territory inside the municipality's corporate boundaries is located conditions under which the municipality will grant its consent to the inclusion of its extraterritorial jurisdiction in the district. The negotiated conditions may:

- (1) limit the district's ability to incur debt;
- (2) require the district to ensure that its equipment is compatible with the municipality's equipment; and
- (3) require the district to enter into mutual aid agreements.

(i) A request submitted under this section to a municipality described by Subsection (h) must include:

- (1) a copy of the petition submitted under Section [775.015](#); and
- (2) a sufficient legal description of the portion of the municipality and its extraterritorial jurisdiction that would be included in the district territory.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.  
Amended by Acts 1991, 72nd Leg., ch. 5, Sec. 1, eff. Feb. 28, 1991; Acts 1999, 76th Leg., ch. 496, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 886, Sec. 2, eff. Sept. 1, 2001.

Amended by:

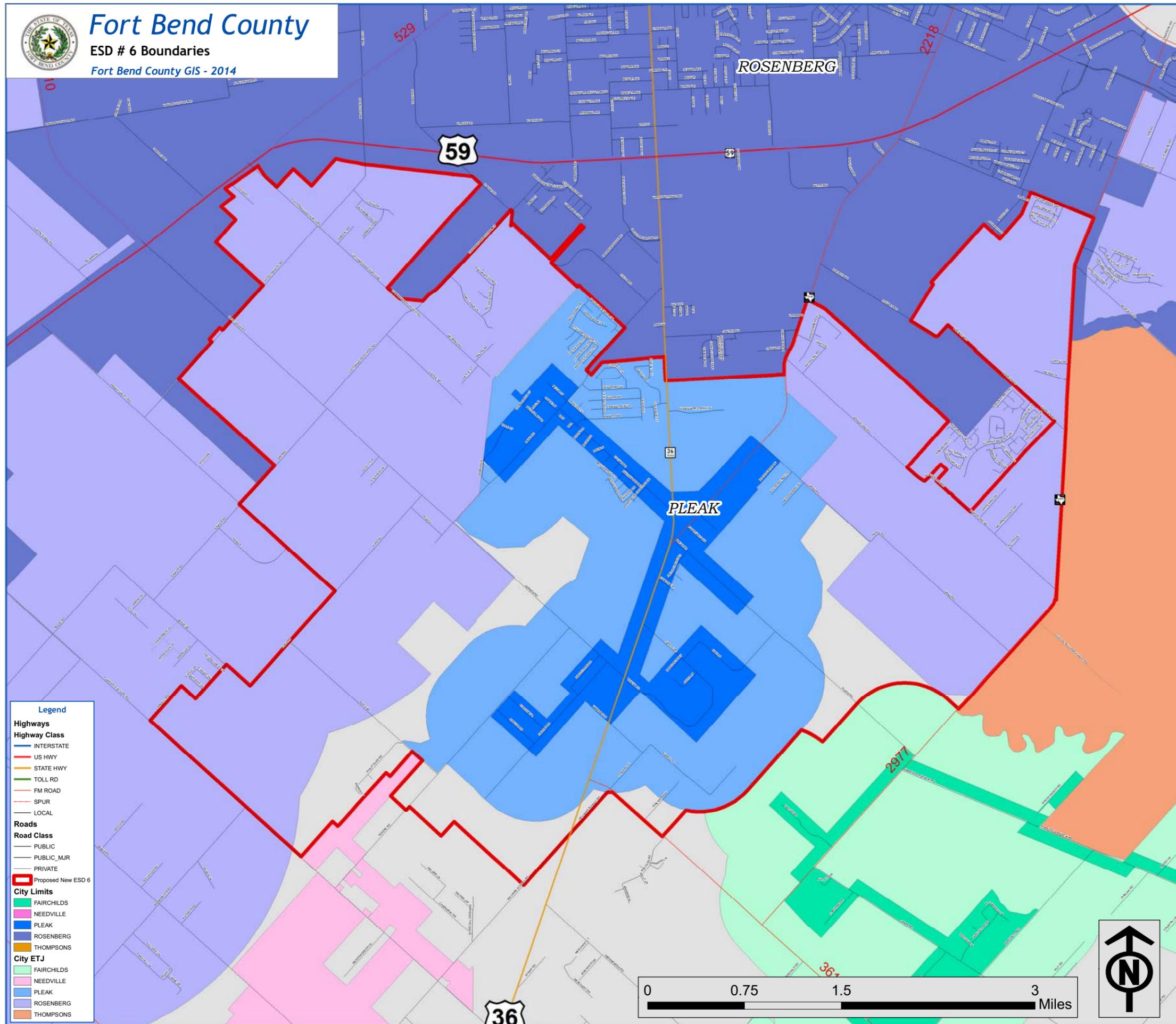
Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. [2702](#)), Sec. 53,  
eff. September 1, 2011.



# Fort Bend County

ESD # 6 Boundaries

Fort Bend County GIS - 2014



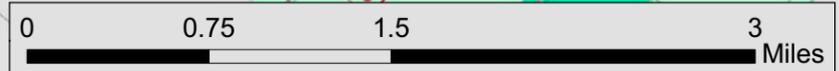
**Legend**

**Highways**  
**Highway Class**  
 - INTERSTATE  
 - US HWY  
 - STATE HWY  
 - TOLL RD  
 - FM ROAD  
 - SPUR  
 - LOCAL

**Roads**  
**Road Class**  
 - PUBLIC  
 - PUBLIC\_MJR  
 - PRIVATE  
 - Proposed New ESD 6

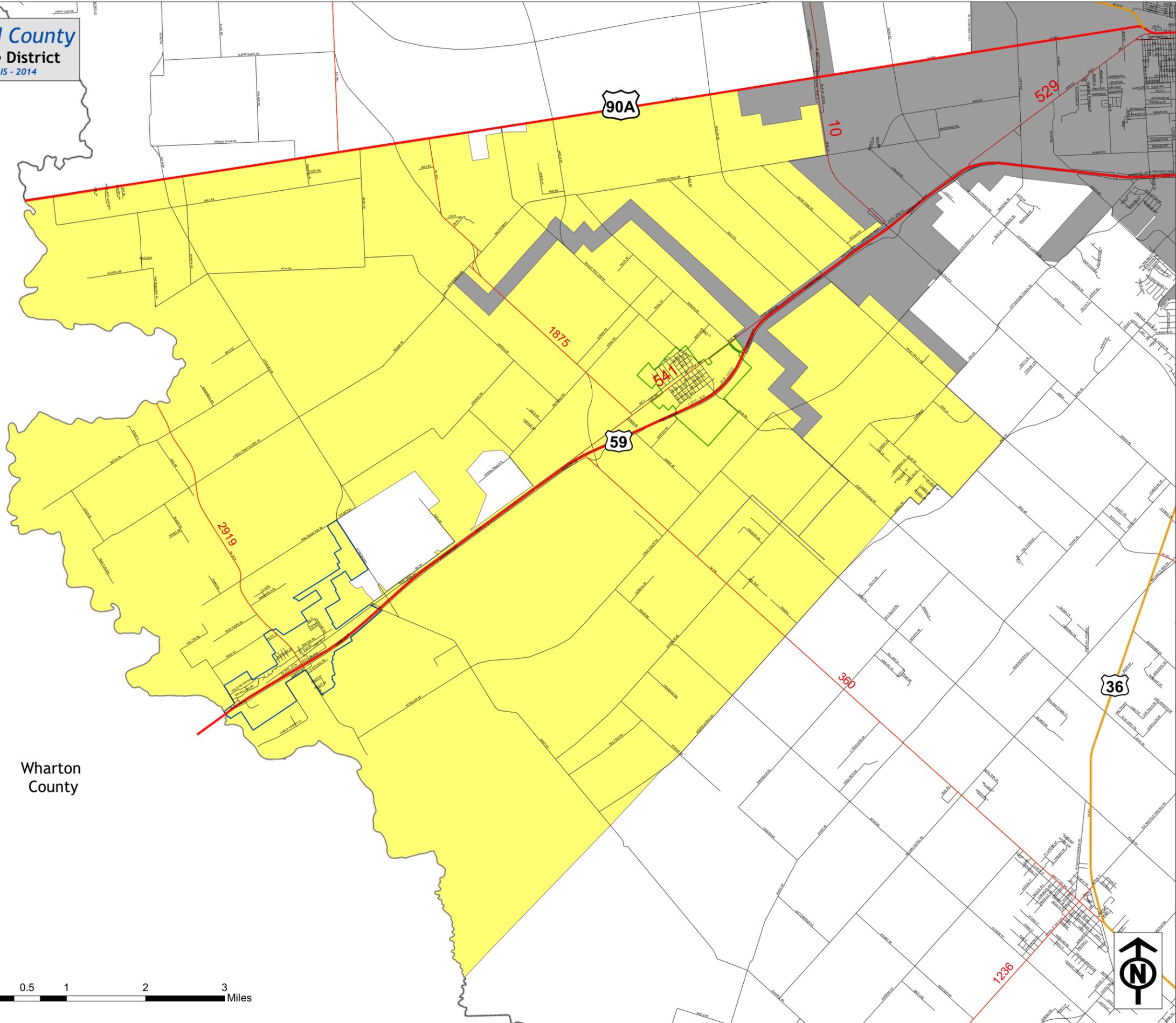
**City Limits**  
 - FAIRCHILDS  
 - NEEDVILLE  
 - PLEAK  
 - ROSENBERG  
 - THOMPSONS

**City ETJ**  
 - FAIRCHILDS  
 - NEEDVILLE  
 - PLEAK  
 - ROSENBERG  
 - THOMPSONS





**Fort Bend County**  
**Beasley Fire District**  
 Fort Bend County GIS - 2014

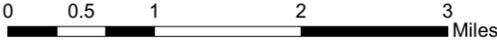


Wharton  
 County

**LEGEND**

**ROADS**

- INTERSTATE
- US HWY
- STATE HWY
- TOLL RD
- FM ROAD
- SPUR
- LOCAL
- BEASLEY CITY LIMITS
- KENELTON CITY LIMITS
- ROSENBERG CITY LIMITS
- BEASLEY FIRE DISTRICT
- FT BEND COUNTY LINE



# **ITEM 5**

**Adjournment.**