



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting via Video/Telephone Conference call (pursuant to Texas Government Code, Section 551.125)

Richmond, Texas 77406

Monday, February 8, 2021 at 9:00 A.M.

Join Zoom Meeting

<https://zoom.us/j/94625195337>

Meeting ID: 946 2519 5337

One tap mobile

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+16699006833,,94625195337# US (San Jose)

Dial by your location

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Meeting ID: 946 2519 5337

Find your local number: <https://zoom.us/u/aeGE1rJDnP>

Mayor Rebecca K. Haas

Commissioner Terry Gaul

Commissioner Barry Beard

Commissioner Carl Drozd

Commissioner Alex BeMent

In compliance with the recommendations of the CDC and other governmental agencies, to limit meetings to less than ten persons to limit the spread of the COVID-19 virus, members of the public will not be permitted to attend the meeting in person. However, members of the public may submit comments to the City Commission in any of the following ways: 1) emailing the City Secretary at Iscarlato@ci.richmond.tx.us; 2) delivering written comments to City Hall drop box

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

City Commission Meeting Agenda

February 8, 2021

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prior to the meeting; or 3) by notifying the City Secretary in advance that they wish to be contacted by phone at 281-342-5456 option 2 during the meeting in order to make their comments during the comments from the audience for Agenda Items portion of the meeting.

AGENDA

- A1. Call to Order, Quorum Determined and Meeting Declared Open.
- A2. Public comments (Public comment is limited to a maximum of 3 minutes per item. No Deliberations with the Commission. Time may not be given to another speaker.)
- A3. Public hearing to receive comments for or against requests by Texas Department of Transportation (owner of the subject site) to annex the existing right of way of FM 762 from Dowling Drive to the Brazos Town Crossing.
- A4. Review and discuss the development of Section 35, Veranda development, as non-traditional housing.
- A5. Review and consider taking action on a policy related to reciting the Pledge of Allegiance to the United State flag and the Texas flag.
- A6. Review and discuss criteria in the Request for Proposals for Solid Waste Collection and Recycling Services.
- A7. Presentation on StreetLights – Evaluation of existing conditions and process of adding additional streetlights.
- A8. Review and discuss Street Sweeping Contract.
- A9. Review and consider taking action on awarding contract for the Police Department Renovations.
- A10. Adjournment.

If, during the course of the meeting covered by this Agenda, the Commission shall determine that an executive session of the Commission, should be held or is required in relation to any item included in this Agenda, then such executive session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Agenda concerning any and all subjects and for any and all purposes permitted by Sections 551.071-551.090 of the Texas

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

Government Code, including, but not limited to, Section 551.071 – for purpose of consultation with attorney, on any or all subjects or matters authorized by law.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

The City of Richmond City Commission meetings are available to all persons regardless of disability. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary's office at (281) 342-5456 ex. 505 for needed accommodations.

If you have any questions, please let me know.
Terri Vela

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting

600 Morton Street

Monday, February 8, 2021 at 9:00 a.m.

A1. Call to Order, Quorum Determined, Meeting Declared Open.



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting

600 Morton Street

Monday, February 8, 2021 at 9:00 a.m.

- A2. Public Comments (Public Comments is limited to a maximum of 3 minutes per item. No Deliberations with the Commission. Time may not be given to another speaker.)



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting

600 Morton Street

Monday, February 8, 2021 at 9:00 a.m.

- A3. Public hearing to receive comments for or against requests by Texas Department of Transportation (owner of the subject site) to annex the existing right of way of FM 762 from Dowling Drive to the Brazos Town Crossing.



**CITY COMMISSION
AGENDA ITEM COVER MEMO**

DATE: February 8, 2021

Staff Review:

City Manager _____
City Attorney _____
Finance _____
Fire Department _____
Police Department _____
Public Works _____

AGENDA ITEM: A3.

**SUBMITTED BY: Jose Abraham, Planning Director
Planning Department**

SYNOPSIS

This agenda item is first of the two required public hearings for the proposed annexation of the tract or parcel of land known as FM 762 right of way between Dowling Drive and Brazos Town Crossing, into the City Limits of the City of Richmond. No action is needed on this agenda item.

Planning and Zoning Commission was informed about this proposed annexation at the February 1, 2021 regular meeting.

COMPREHENSIVE PLAN 2014 GOALS ADDRESSED

A.2. Promote compact, contiguous, and predictable growth and annexation patterns that result in the efficient use of infrastructure systems and public safety services.

BACKGROUND

Texas Department of Transportation has consented to the City of Richmond's annexation of FM 762 between Dowling Dr. and Brazos Town Crossing. A second public hearing will be scheduled on Monday, February 15, 2021 at 4:30 p.m. The City Commission may consider the annexation ordinance during its meeting on March 15, 2021 at 4:30 p.m. The right-of-way will continue to be a Texas Department of Transportation right-of-way after annexation. The following area will be newly included in Richmond's extraterritorial jurisdiction upon annexation—a portion of the US 59/I-69 right of way; the southern portion of Del Webb, Section 13A, a platted subdivision in Fort Bend County; and the Murphy Jones Cemetery located on the south side of US 59/I-69 right of way.

BUDGET ANALYSIS

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2020 - 2021 FUNDS BUDGETED	FY 2020 – 2021 FUNDS AVAILABLE	AMOUNT REQUESTED
N/A	N/A	N/A	N/A	N/A	N/A

BUDGET AMENDMENT REQUIRED? YES _____ NO _____

Requested Amendment: N/A

Budgeted funds estimated for FY 2020 - 2021: N/A

Purchasing Review: N/A

Financial/Budget Review: N/A

FORM CIQ: N/A

FORM 1295 N/A

SUPPORTING MATERIALS

A report, consent letter from Texas Department of Transportation and associated Service Plan is included for review by the Mayor and City Commission.

STAFF'S RECOMMENDATION

Staff recommends annexation of the subject site on the proposed date of annexation ordinance reading, which is March 15, 2021.

City Manager Approval: _____

CITY COMMISSION
Annexation 1st Public Hearing

Agenda Date: February 8, 2021

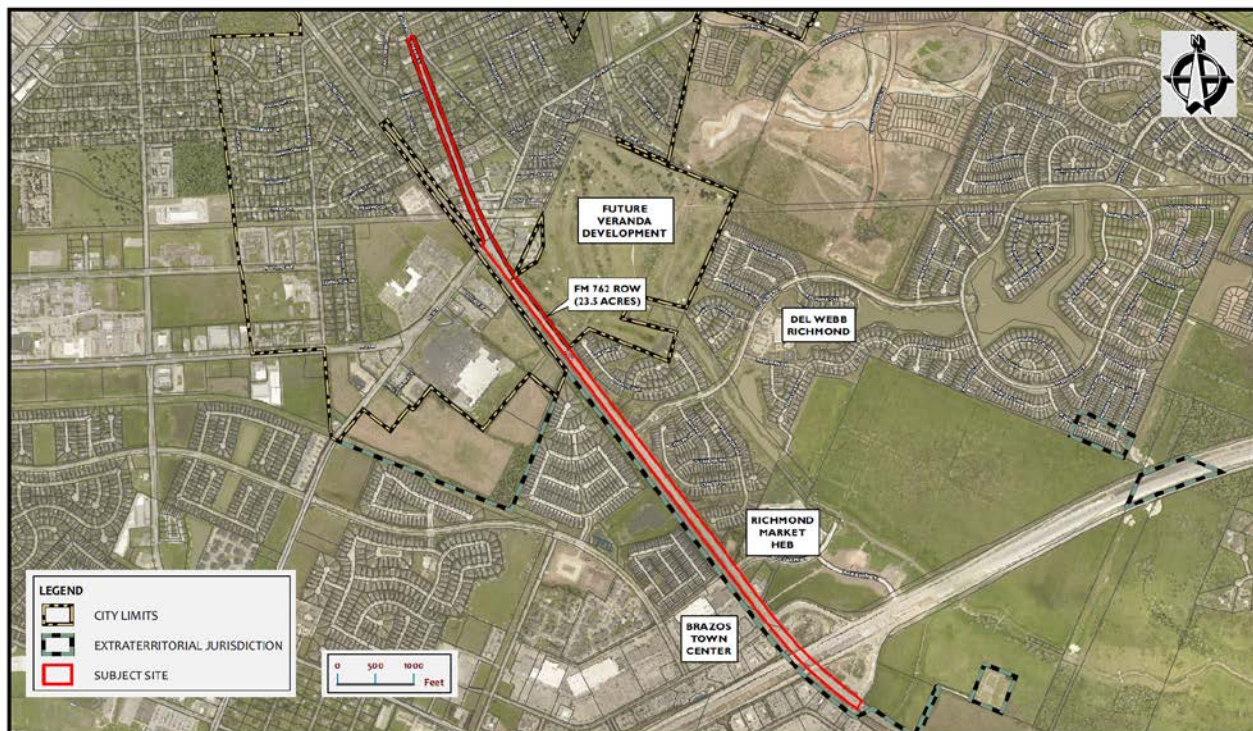
Agenda Item: A3.

Agenda Item Subject: 1st Public Hearing for a proposed annexation of the tract or parcel of land known as FM 762 right of way between Dowling Drive and Brazos Town Crossing, into the City Limits of the City of Richmond.

Project Planner: Jose Abraham, Planning Director

SUMMARY

Texas Department of Transportation has consented to the City of Richmond’s annexation of FM 762 between Dowling Dr. and Brazos Town Crossing (Please see Map below). Please note the following details:



- This is first of the two public hearings required by State law pertaining to the proposed annexation of a portion of the FM 762 right-of-way.
- A second public hearing will be scheduled on Monday, February 15, 2021 at 4:30 p.m. The City Commission may consider the annexation ordinance during its meeting on March 15, 2021 at 4:30 p.m.
- A notice of the first public hearing was published in the Fort Bend Herald on 01/28/2021.
- A notice of the second public hearing was published in the Fort Bend Herald on 02/04/2021.



- The right-of-way will continue to be a Texas Department of Transportation right-of-way after annexation.
- The completed annexation of the area will expand Richmond’s extraterritorial jurisdiction (ETJ);
- The following area will be newly included in Richmond’s extraterritorial jurisdiction—a portion of the US 59/I-69 right of way; the southern portion of Del Webb, Section 13A, a platted subdivision in Fort Bend County; and the Murphy Jones Cemetery located on the south side of US 59/I-69 right of way.
- Planning and Zoning Commission has been informed about this potential annexation at the February 1, 2021 regular meeting.
- Staff recommends annexing the referenced portion of FM 762 into the City Limits after the required public hearings at the on March 15, 2021 Regular City Commission meeting.

----- *End of Report* -----

REBECCA K. HAAS
MAYOR

BARRY BEARD
ALEX BEMENT
CARL DROZD
TERRY GAUL
COMMISSIONERS

City of Richmond

402 Morton Street
Richmond, TX 77469
(281) 342-5456



December 14, 2020

Eliza Paul, P.E.
District Engineer
Texas Department of Transportation
7600 Washington Avenue
Houston, Texas 77007



RE: Request for Annexation - FM 762

Dear Ms. Paul:

The Texas Department of Transportation (TxDOT) is responsible for maintaining FM Road 762 from the City of Richmond city limits line near the intersection of FM 762 and Dowling Drive to the intersection of FM 762 and the southeast right of way line of Brazos Center Boulevard all within the extraterritorial jurisdiction of Richmond, Fort Bend County, Texas.

The City asks that, pursuant to Section 43.1055 of the Texas Local Government Code, TxDOT request the annexation of the described portion of FM 762 into the City of Richmond, Texas. The Property is contiguous to the City of Richmond.

The portion of the right of way is shown on Exhibit A.

For your convenience a form of consent for annexation is attached as Exhibit B.

Truly,

Terri Vela
City Manager



EXHIBIT A

FM 762 (CITY LIMITS TO BRAZOS TOWN CENTER)

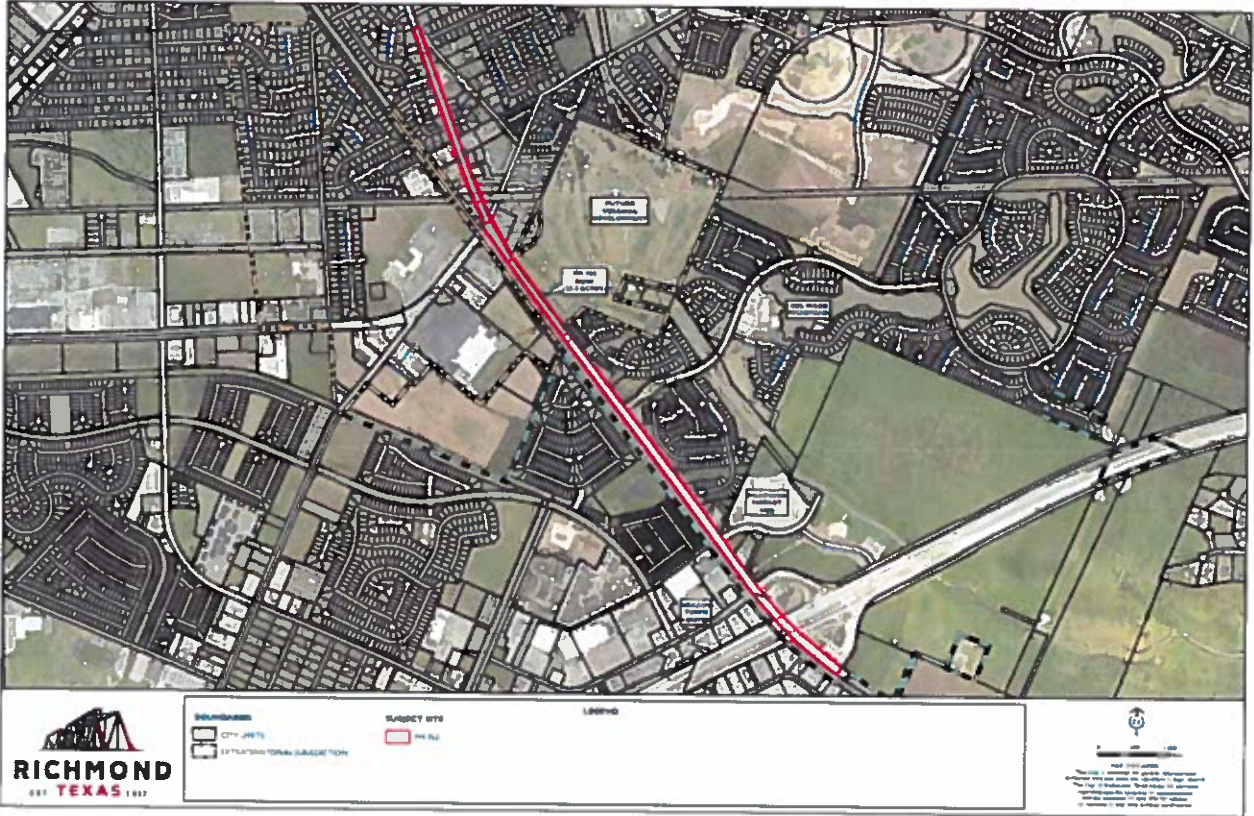


EXHIBIT B

December __, 2020

City Commission
City of Richmond, Texas
402 Morton Street
Richmond, Texas 77469

Re: Consent for Annexation

Mayor and Commissioners:

The Texas Department of Transportation (TxDOT) is the entity responsible for maintaining the right-of-way of FM 762 from the Richmond city limits near the intersection with Dowling Drive to the southeastern right-of-way line of Brazos Center Boulevard and the US 59/69 south frontage road, and depicted on Exhibit A to this letter (the "Property"). Pursuant to Section 43.1055 of the Texas Local Government Code, TxDOT requests the annexation of the Property into the City of Richmond, Texas,

The Property is contiguous to the City of Richmond, the annexing municipality.

TxDOT hereby requests the City Commission of Richmond, Texas to annex the Property.

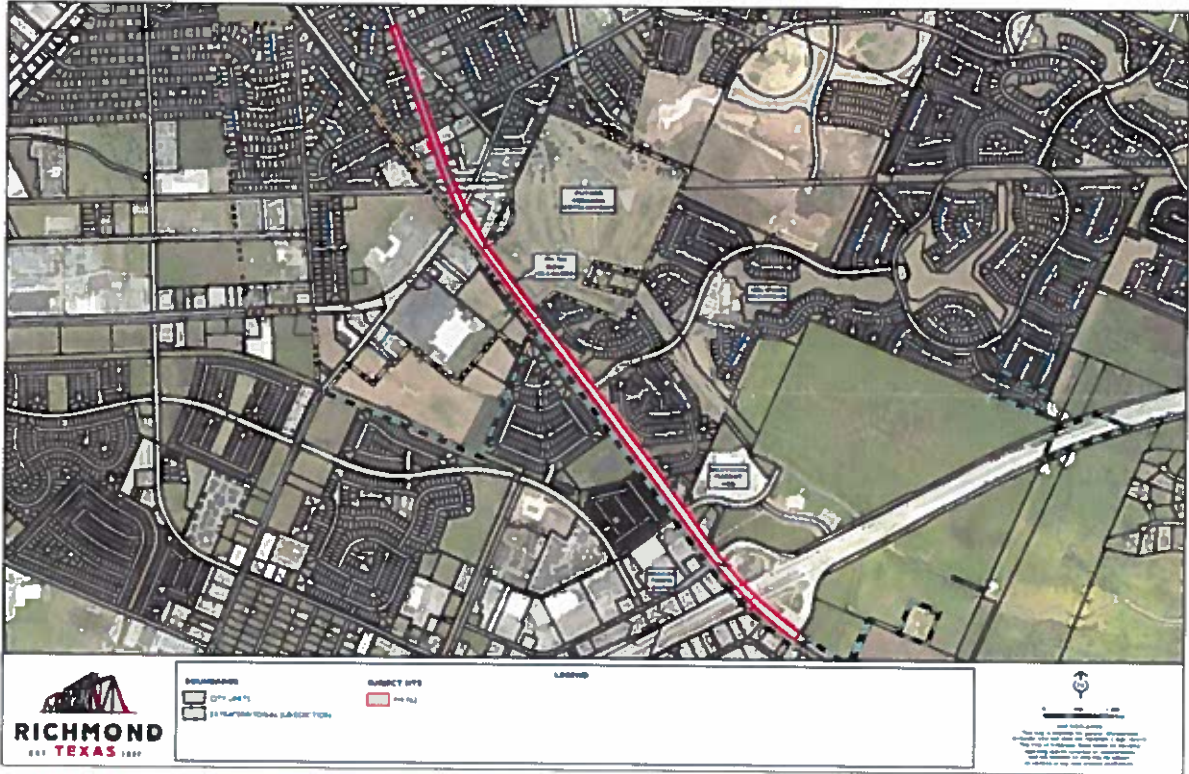
If additional information is required to process this request, please feel free to contact the undersigned.

Texas Department of Transportation

By: 
Eliza Paul, P.E., District Engineer

EXHIBIT A

FM 762 (CITY LIMITS TO BRAZOS TOWN CENTER)



MUNICIPAL SERVICE PLAN FM 762

FIRE

Existing City Services: Richmond Fire Department

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 1, located at 200 Houston Street, Richmond, Texas 77469. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing City Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Fort Bend County Sheriff's Office. However, upon annexation, the City of Richmond Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing City Services: None

Services to be Provided: The Building Department will provide plan review, approval, and permit issuance upon annexation. This includes issuing building, electrical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Richmond, Texas. Because only right of way is being annexed, it is unlikely that the Building Department will be issuing permits.

PLANNING AND ZONING

Existing City Services: West Fort Bend Management District regulations, applied by the District with review and interpretation by the City Planning Department.

Services to be Provided: The Planning Department's responsibility for regulating development and land use through the administration of the City of Richmond Unified Development Code will extend to this area on the effective date of the annexation. The platting of property will also continue to be regulated under the requirements of the City of Richmond Unified Development Code. These services can be provided within the department's current budget.

LIBRARY

Existing City Services: None

Services to be Provided: Fort Bend County Library currently provides service to this property. Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These services will continue under Fort Bend County Library.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing City Services: None

Services to be Provided: The Richmond Code Enforcement Department will implement the enforcement of the City of Richmond's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Enforcement Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area by Fort Bend County.

STREET

Existing City Services: None.

Services to be Provided: Maintenance to FM 762, will continue to be provided by TxDOT.

STORM WATER MANAGEMENT

Existing City Services: None

Services to be Provided: Storm water drainage is currently provided by TxDOT. After annexation, maintenance will be provided by TxDOT.

STREET LIGHTING

Existing City Services: None

Services to be Provided: The City of Richmond will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing City Services: None

Services to be Provided: Traffic Engineering services are provided by TxDOT for FM 762. Following annexation TxDOT will provide traffic engineering services for the

roadway and any additional traffic control devices, as authorized by statute and as guided by MUTCD and AASHTO.

WATER SERVICE

Existing City Services: City water mains are within the FM 762 right of way. Water service is not provided within the area proposed for annexation.

Services to be Provided: Water service to the area of proposed annexation will continue to be provided by City of Richmond. Water service to adjoining tracts will continue to be provided by the City, Fort Bend County Municipal Utility Districts No. 215, 187, and 207. Water service shall be provided in accordance with City of Richmond rules and regulations and agreements with the MUDs.

SANITARY SEWER SERVICE

Existing City Services: City wastewater mains are within the FM 762 right of way. Wastewater service is not provided within the area proposed for annexation.

Services to be Provided: Sanitary sewer service to the area of proposed annexation will continue to be provided by City of Richmond. Sanitary sewer service to adjoining tracts will continue to be provided by the City, Fort Bend County Municipal Utility Districts No. 215, 187, and 207. Sanitary sewer service shall be provided in accordance with City of Richmond rules and regulations and agreements with the MUDs.

SOLID WASTE SERVICES

Existing City Services: None

Services to be Provided: Solid Waste Collection, if required, shall be provided to the area of annexation in accordance with the present ordinance.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Richmond's established policies governing extension of municipal services to newly annexed areas.

CAPITAL IMPROVEMENT PLAN

No Capital Improvements are planned for the annexation.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Richmond Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit:

The tract or parcel of land known as FM 762 right of way between Dowling Drive and Brazos Town Crossing, Fort Bend County, Texas, as depicted on the map below.

A public hearing will be held by and before the City Commission of the City of Richmond, Texas on the 8th day of February, 2021 at 9:00 a.m. for all persons interested in the above proposed annexation. Due to the current state of emergency, the meetings will be by video conference as posted on the meeting agenda. At said time all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

The completed annexation of the area will expand Richmond's extraterritorial jurisdiction;

The following area will be newly included in Richmond's extraterritorial jurisdiction—a portion of the US 59/I-69 right of way; the southern portion of Del Webb, Section 13A, a platted subdivision in Fort Bend County; and the Murphy Jones Cemetery located on the south side of US 59/I-69 right of way.

The purpose of including the area within Richmond's extraterritorial jurisdiction is to promote and protect the general health, safety, and welfare of persons residing in and adjacent to Richmond;

The following ordinances will be applicable in the area that would be newly included in Richmond's extraterritorial jurisdiction:

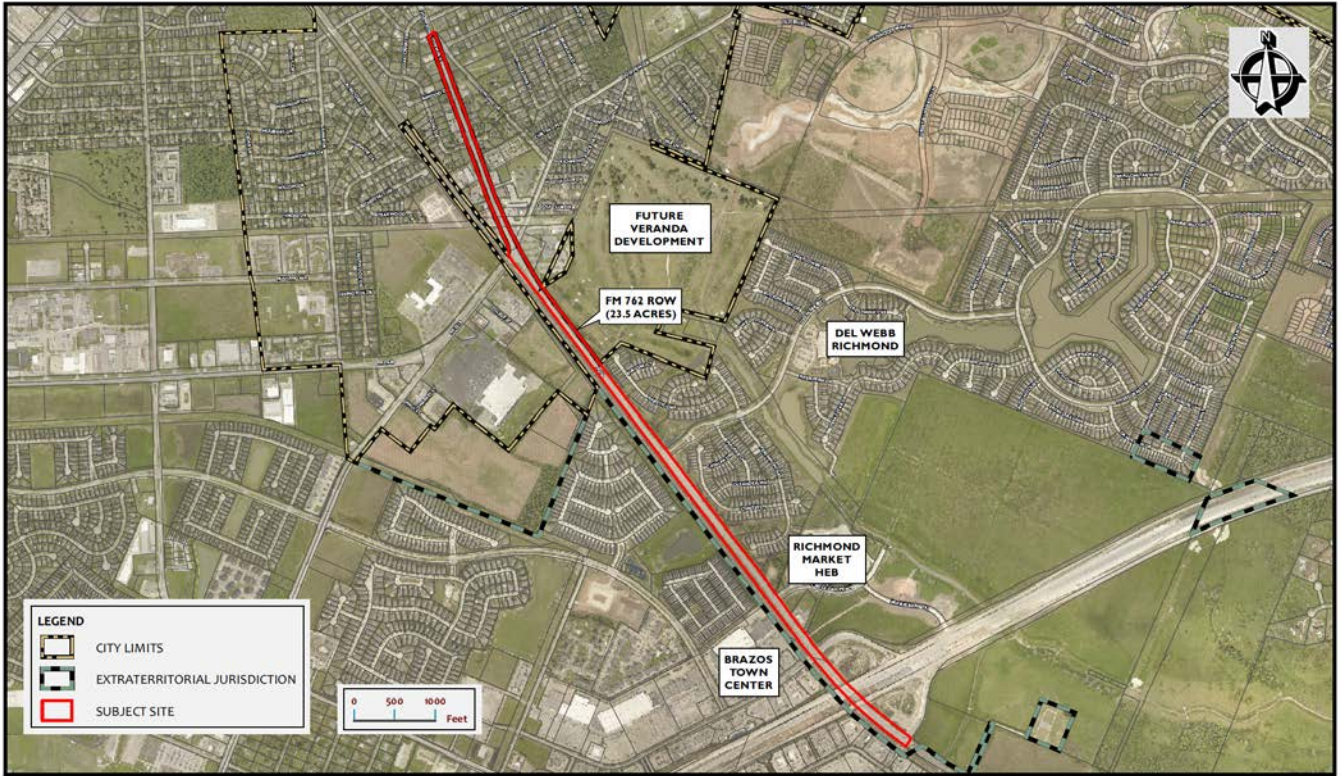
Unified Development Code, including plat approvals, access management, regulation of groundwater, negotiation and execution of development agreements, regulations of signs, regulation of parking, landscaping, and architecture, and regulation of fireworks, regulation of rendering plants, and regulation of nuisances;

Hotel occupancy tax;

Water and Wastewater Impact Fees; and

Utility franchises.

Laura Scarlato, City Secretary





City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting

600 Morton Street
Monday, February 8, 2021 at 9:00 a.m.

- A4. Review and discuss the development of Section 35, Veranda Development, as non-traditional housing.



**CITY COMMISSION
AGENDA ITEM COVER MEMO**

DATE: February 8, 2021

Staff Review:

City Manager _____
City Attorney _____
Finance _____
Fire Department _____
Police Department _____
Public Works _____

AGENDA ITEM: A4.

**SUBMITTED BY: Jose Abraham, Planning Director
Planning Department**

SYNOPSIS

This is an agenda request for a staff presentation to provide a general discussion on the Veranda Development Agreement (DA) Landuse allowance with a focus on allowance for non-traditional residential lots. Additionally, present a review of proposed Veranda Section 35 and the unique circumstances involved with the proposed section.

COMPREHENSIVE PLAN 2017 GOALS ADDRESSED

D.5. Guide the types, patterns, and designs of housing development using the Future Land Use Plan and development regulations.

H.6. Offer a variety of housing types, price points, and locations to meet the diverse needs of Richmond’s current and prospective employees.

BACKGROUND

The DA was entered into on September 15, 2015 between the City of Richmond and HW 589 holdings, for the development of 589.09 tract of land as a master planned, mixed-use community including single family attached & detached residential, multi-family residential, retail, commercial, educational, and recreational use. The development was branded as Veranda. The City is authorized by Section 212.172 of the Texas Local Government Code to enter into this DA. Section 3.03 Lot Size, of the DA provides the aforementioned allowance of non-traditional lots up to 25% of the development.

Section 3.03 of the DA includes the following verbiage:

“The parties agree that single family residential lots will be at least 6,000 square feet with a minimum fifty (50’) feet width requirement. Non-traditional single-family lots (with a density not to exceed 15 units per acre) including duplexes, homes on modified front and side building setback lots, brownstones, patio homes, and any other type of for-sale residential dwellings, are not subject to the 6,000 square foot/ fifty (50’) foot minimum width

requirement, provided that no more than 25% of the development shall encompass non-traditional homes.

The developer is proposing Veranda Section Thirty-Five as a non-traditional Section and staff would like to discuss an overview of the proposal and the unique circumstances involved with the proposed section as it relates to the DA. Specific details provided in the attached report.

BUDGET ANALYSIS

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2019 - 2020 FUNDS BUDGETED	FY 2019 - 2020 FUNDS AVAILABLE	AMOUNT REQUESTED
N/A	N/A	N/A	N/A	N/A	N/A

BUDGET AMENDMENT REQUIRED? YES _____ NO X _____

Requested Amendment: N/A

Budgeted funds estimated for FY 2020 - 2021: N/A

Purchasing Review: N/A

Financial/Budget Review: N/A

FORM CIQ: N/A

FORM 1295 N/A

SUPPORTING MATERIALS

A report and exhibit has been submitted by the Planning Department for review by the Mayor and City Commission.

STAFF'S RECOMMENDATION

This is a discussion item and No Recommendation is included.

City Manager Approval: _____



CITY COMMISSION

Staff Report: Veranda DA Non-traditional Lot Allowance and Proposed Section 35

Agenda Date: February 8, 2021 (Special Scheduled Meeting)

Agenda Item: A4.

Agenda Item Subject: Allowance for non-traditional lots within Veranda Development Agreement (DA) and proposed Veranda Section 35 (Copy attached).

Project Description: This report is intended to provide an overview of land-use allowance within Veranda DA with a focus on allowance for non-traditional residential lots. Additionally, the report provides a review of proposed Veranda Section 35 and the unique circumstances involved with the proposed section.

Project Planner: Jose Abraham, Planning Director

VERANDA DA LANDUSE ALLOWANCE OVERVIEW

LAND USE AND DENSITY: Veranda was envisioned as a mixed-use community with single-family residential, multi-family residential, and compatible non-residential uses. Specific land uses permitted in the DA include:

- Single family residential attached & detached,
- Multi-family residential,
- Retail,
- Commercial,
- Office,
- Educational,
- Recreational facilities and Designated open spaces.

In terms of the overall residential density for the Veranda development, the DA allows for the following provisions:

- Maximum number of single-family residential units is **3,004 units**.
- Maximum number of multi-family residential units within the entire development is **721 units**.
- The DA allows for flexibility to respond to changing market conditions and provides for the City to approve a variance to increase the maximum number of units as long as such variance does not exceed 10%.
- If the Developer acquires additional property, the maximum number of units may be proportionately increased based on the ratio of acreage added, though an amendment to the DA.

SINGLE FAMILY DESIGN STANDARDS AND VARIANCES: The DA was established with the primary goal of achieving high quality development and development standards play an important role in achieving this goal. The development standards captured in the DA are intended to ensure quality, unified development, yet afford the Developer predictability of regulatory requirements and ability to respond to market conditions through out the term of the development. The Development Ordinance as defined in the DA is a combination of variance ordinances and interim regulations established prior to the adoption of the

UDC, and The City of Richmond Comprehensive Master Plan. The DA also provides variances to certain aspects of the ordinances and the interim regulations. The inclusion of the Comprehensive Master Plan as a component of the Development Ordinance allows depending on the provisions of the UDC to determine applicability of some of the requirements of the Development Ordinance. Please note the following highlights of the Development Ordinance pertaining to single-family residential development:

Single-Family Residential:

- Minimum lot size requirement is **6,000 square feet** with a minimum of **50 foot-wide lots**.
- Minimum density requirement for single family development is **15 units per acre**.
- The DA allows for non-traditional homes as specified in the DA at a rate not exceeding **25% of total development**. (Elaborated in the following section)
- Several variances associated with single-family residential development are included in the DA such as:
 1. Reduced lot size requirements of duplex (28 feet width and 100 feet deep) and townhomes (30 feet wide and 100 feet deep);
 2. Reduced setback for Townhouses and Duplexes (15 feet on regular lots and 10 feet for Cul-de-sac lots);
 3. Single-family residential development is exempt from landscaping requirements; however, the Developer follows a planting plan that includes a minimum of one tree per lot and shrubs in the front yard.

VERANDA DA NON-TRADITIONAL LOT ALLOWANCE

- **Section 3.03 Lot Size**, of the DA provides the aforementioned allowance of non-traditional lots up to 25% of the development. Section 3.03 includes the following verbiage:

*“The parties agree that single family residential lots will be at least 6,000 square feet with a minimum fifty (50’) feet width requirement. Non-traditional single-family lots (with a density not to exceed 15 units per acre) including duplexes, homes on modified front and side building setback lots, brownstones, patio homes, and any other type of for-sale residential dwellings, are not subject to the 6,000 square foot/ fifty (50’) foot minimum width requirement, provided that no more than **25% of the development** shall encompass non-traditional homes.*

- Since the beginning of the Development, the limitation on non-traditional homes has been applied to lots with reduced set-back; to the listed home types (duplexes, brownstones etc.) and to any home on a smaller lot. Veranda Section 8 includes 30 patio homes on lots which meet the 6,000 square feet/ 50 foot width requirement. These could be considered traditional single-family lots based on the lot size. Reclassification of these 30 lots will have an impact on the non-traditional lot calculations as shown in the tables below.
- Discussing and seeking guidance from the City Commission on the aforementioned Section 3.03 of the DA would be beneficial for the review of proposed Veranda Section Thirty-Five subdivision plat.

PROPOSED VERANDA SECTION THIRTY-FIVE

- Proposed Veranda Section Thirty-five is located on the north side of Richmond Parkway and abuts the proposed Huntington Senior Living to the east and Ayala residential subdivision to the west.
- The subject is approximately 16.9 acres in area and the proposed section includes 100 lots and 3 reserves in 2 blocks.
- The proposed lots are minimum 40 foot wide lots with variance requested for front yard setback to be reduced to 20 feet for the house and 22.5 feet for garages.
- This section is proposed to be a new real estate asset class which is based on ownership and maintenance of the section by a management company with homes leased to individuals and/or families.
- Section 4.5.102.B of the UDC requires two access points for single-family residential sections that have more than 75 lot and for multi-family development with more than 75 dwelling units. This section of the UDC is not included in the Interim regulations that apply to Veranda DA. The developer is proposing a boulevard entry (90 foot Right-of-Way) to the section from Richmond Parkway and inclusion of an emergency access with a gate from Richmond Parkway, since inclusion of two access will not meet the driveway spacing requirement for the proposed layout.
- The approved General Plan designates the subject site as Mixed-use, thereby, allowing residential as well as non-residential uses on the subject site.

AMOUNT OF NON-TRADITIONAL LOTS WITHIN VERANDA

In reviewing the amount of non-traditional lots within Veranda we find the following:

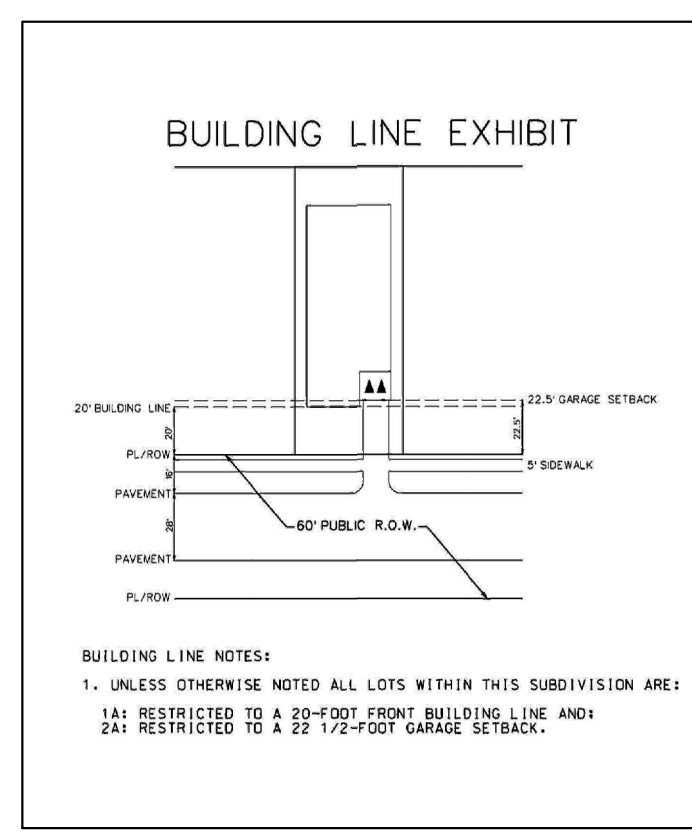
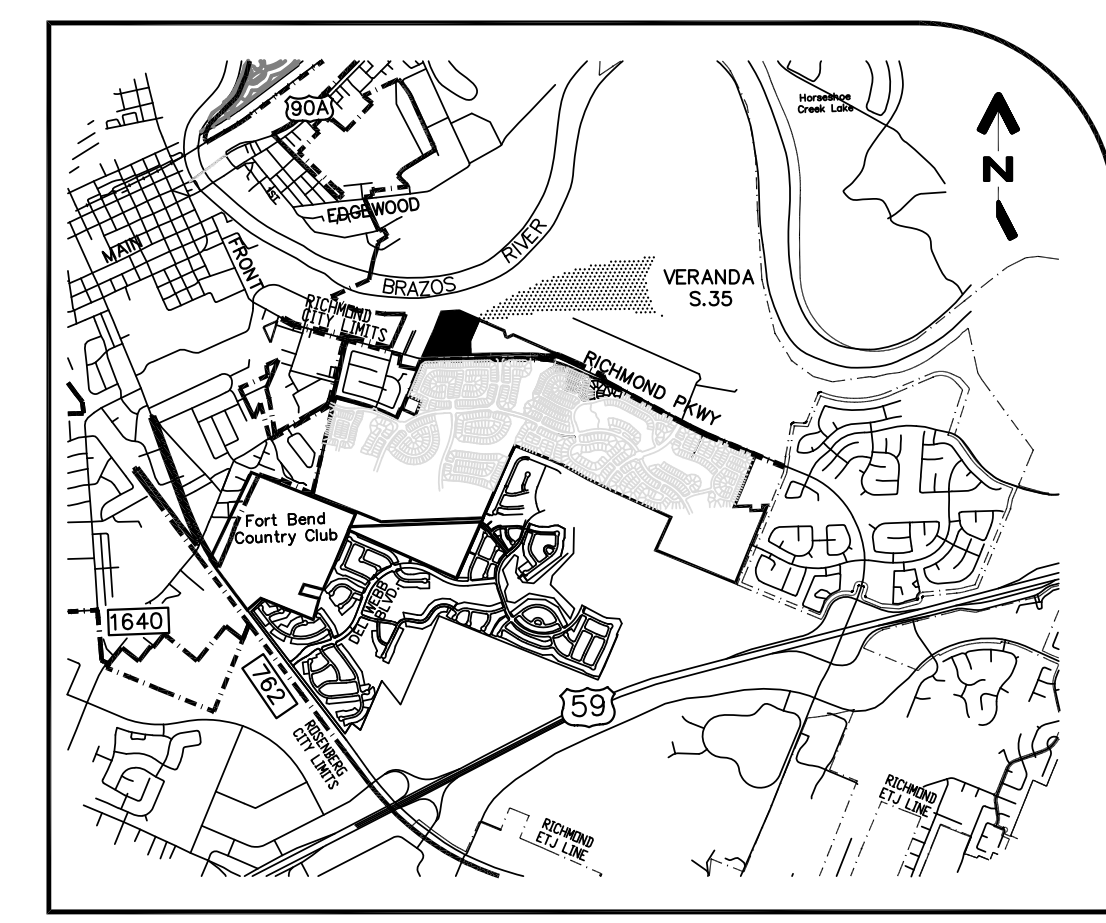
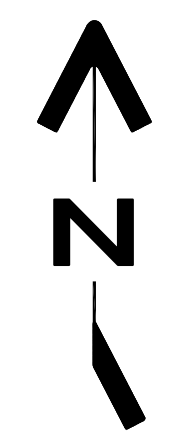
CURRENT STATUS – Veranda Section 35 not considered in the calculation.	
1) Percentage of non-traditional lots currently PLATTED if Patio homes are considered non-traditional. (Excluding proposed Section 35 and INCLUDING existing patio homes Section 8)	24.0%
2) Percentage of non-traditional lots currently PLATTED if Patio homes are NOT considered non-traditional. (Excluding proposed Section 35 and EXCLUDING existing patio homes Section 8)	22.1%
PROJECTED STATUS – Veranda Section 35 considered as a non-traditional section in the calculation.	
1) Percentage of non-traditional lots within currently PLATTED LOTS if Patio homes are considered non-traditional. (Including proposed Section 35 and INCLUDING existing patio homes Section 8)	28.5%
2) Percentage of non-traditional lots within currently PLATTED LOTS if Patio homes are NOT considered non-traditional. (Including proposed Section 35 and EXCLUDING existing patio homes Section 8)	26.7%

<p>3) Percentage of non-traditional lots within PROJECTED TOTAL LOTS if Patio homes are considered non-traditional. (Including proposed Section 35 and INCLUDING existing patio homes Section 8)</p>	<p>27.2%</p>
<p>4) Percentage of non-traditional lots within PROJECTED TOTAL LOTS if Patio homes are NOT considered non-traditional. (Including proposed Section 35 and EXCLUDING existing patio homes Section 8)</p>	<p>25.4%</p>
<p>Total lots within Veranda Section 35 = 100 Lots Total currently platted lots = 1696 lots Projected Total Lots = 1,777 lots Total non-traditional lots platted (including Patio Homes) = 483 lots Total Patio Homes within Veranda = 30 lots</p>	

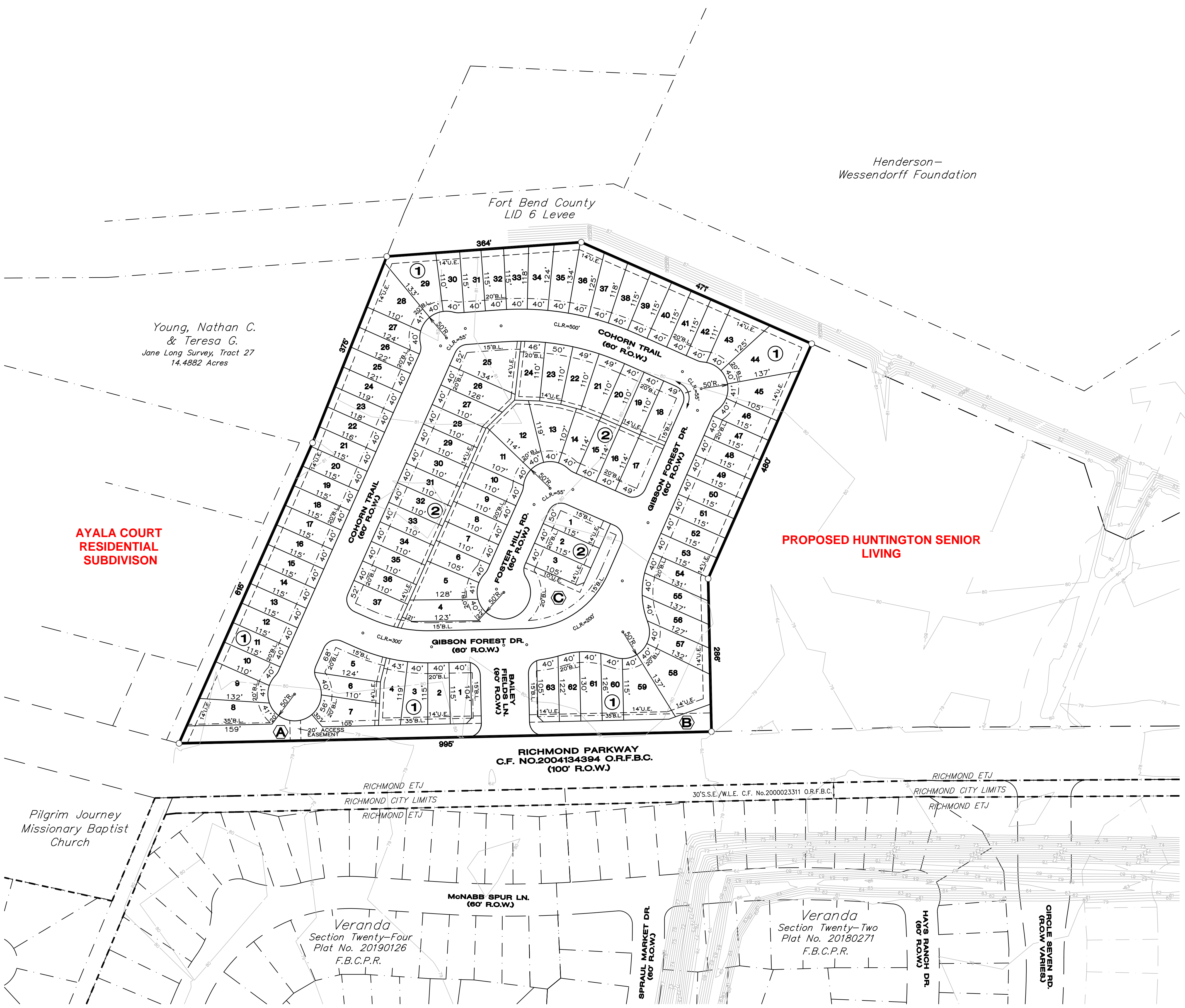
OTHER POINTS TO BE CONSIDERED IN REVIEWING VERANDA SECTION THIRTY-FIVE

- If patio homes (on lots that meet the minimum lot area and lot width requirements) are not counted towards the non-traditional lots, proposed Veranda Section Thirty-five will be within the allowance limit, based on the projected total lots (25.4%) but will exceed the limit based on the total platted lots.
- If patio homes (which meet the minimum lot area and lot size requirements) are counted towards the non-traditional lots, proposed Veranda Section Thirty-five will exceed the allowance limit (27.2%) based on the projected total lots as well as total platted lots (28.5%).
- The Approved General Plan allows for multi-family development on the subject site. Veranda currently includes two approved multi-family development. Total multi-family dwelling unit allowance for Veranda is **721 units**. With the proposed Senior living (**141 Units**) and garden style apartments (**300 units**), remaining allowance is **280 units**.
- An existing single-family residential subdivision abuts the subject site on the west side (Ayala Court).
- The approved general plan also allows for other non-residential uses with the Mixed-use designation.
- The DA allows for a total of **3,004 single family lots**. However, the currently projected total single family lots is **1,777 lots**. Following factors appear to have contributed to the reduction:
 - Additional acreage dedicated for detention and drainage due to changes in drainage related requirements since conception.
 - Changes in allocation of non-residential uses such as parks, garden-style apartment, Elementary school site.
 - Response to market demands and site development related challenges in site planning.

-----End of Report-----



- GENERAL NOTE:**
- 1) "1" RES. INDICATES ONE FOOT RESERVE.
 - 2) DEDICATED TO THE PUBLIC IN FEE OR A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACRES TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE FOOT RESERVE SHALL THEREUPON BECOME WASTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
 - 2) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
 - 3) ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
 - 4) ALL LOTS SHALL HAVE A MINIMUM 5-FOOT SIDYARD SETBACK.
 - 5) NO PIPELINE OR PIPELINE EASEMENTS EXIST WITHIN THE BOUNDARIES OF THIS PLAT, EXCEPT AS SHOWN.
 - 6) THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 1 FEET ABOVE MEAN SEA LEVEL, THE TOP OF THE SLAB ELEVATION AT ANY POINT ON THE PERIMETER OF THE SLAB SHALL NOT BE LESS THAN EIGHTEEN (18) INCHES ABOVE NATURAL GRADE.
 - 7) IN ACCORDANCE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 4815702ZSS1, FORT BEND COUNTY, TEXAS MAP REVISED APRIL 2, 2014, THE PROPERTY CONTAINED WITHIN THE BOUNDARIES OF THIS PRELIMINARY PLAT LIES WITHIN AN AREA SHOWN AS BEING PROTECTED FROM THE 1-PERCENT ANNUAL CHANCE OR GREATER FLOOD HAZARD BY A LEVEE SYSTEM.
 - 8) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE, SOUTH CENTRAL ZONE, NAD 83 (GRID).
 - 9) THIS PROPERTY LIES WITHIN LIGHTING ZONE LZ3 ACCORDING TO THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING" OF FORT BEND COUNTY.
 - 10) ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
 - 11) ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
 - 12) THIS PLAT LIES WHOLLY WITHIN FORT BEND COUNTY, FORT BEND MUD NO. 215, FORT BEND LID NO. 6, AND THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND THE CITY OF RICHMOND'S EXTRA TERRITORIAL JURISDICTION.
 - 13) ELEVATIONS USED FOR DELINEATING CONTOUR LINES ARE BASED ON NAVD 1988 CONTROL BENCHMARK: NIS MONUMENT HGS072; STAINLESS STEEL IRON ROD IN PVC SLEEVE LOCATED ON SMITHERS LAKE ROAD, ELEVATION 69.6, NAVD-88.
 - 14) A VARIANCE IS REQUESTED WITH THIS PLAT TO UTILIZE A REDUCTION IN THE FRONT BUILDING LINE FROM 25' TO 20' WITH AN ADDITIONAL REQUIREMENT THAT GARAGES MAINTAIN A MINIMUM 22.5' SETBACK FROM THE ROW.



**AYALA COURT
RESIDENTIAL
SUBDIVISION**

**PROPOSED HUNTINGTON SENIOR
LIVING**

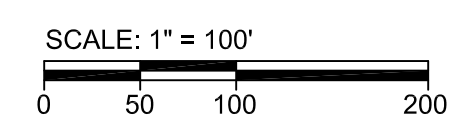
A PRELIMINARY PLAT OF
VERANDA
SECTION THIRTY-FIVE
BEING 17.4± ACRES OF LAND
CONTAINING 100 LOTS (40' X 110' TYP.)
AND THREE RESERVES IN TWO BLOCKS.

OUT OF THE
JANE H. LONG SURVEY, A-55
FORT BEND COUNTY, TEXAS

OWNER:
HW 589 HOLDINGS LLC
13131 S. DAIRY ASHFORD, SUITE 210
SUGAR LAND, TEXAS 77478
ATTN: MR. TREY REICHERT (281) 949-6401



24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422



FEBRUARY 24, 2020
MTA# 04110

- NOTE:**
- A** RESTRICTED RESERVE "A"
LANDSCAPE/OPEN SPACE/
UTILITIES
±0.42 ACRE
 - B** RESTRICTED RESERVE "B"
LANDSCAPE/OPEN SPACE/
UTILITIES
±0.25 ACRE
 - C** RESTRICTED RESERVE "C"
LANDSCAPE/OPEN SPACE/
UTILITIES
±0.42 ACRE

ABBREVIATION TABLE

"U.E."	INDICATES UTILITY EASEMENT
"B.L."	INDICATES BUILDING LINE
"R.O.W."	INDICATES RIGHT OF WAY
"C.L.R."	INDICATES CENTERLINE RADIUS
"O.R.F.B.C."	INDICATES OFFICIAL RECORDS OF FORT BEND COUNTY
"F.B.C.P.R."	INDICATES FORT BEND COUNTY PUBLIC RECORDS
"F.B.C.C.F."	INDICATES FORT BEND COUNTY CLERK FILE
"C.F. NO."	INDICATES CLERK FILE NUMBER
"S.S.E."	INDICATES SANITARY SEWER EASEMENT
"S.M.S.E."	INDICATES STORM SEWER EASEMENT
"W.L.E."	INDICATES WATER LINE EASEMENT

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF RICHMOND INTERIM REGULATIONS IN EFFECT PER THE APPROVED DEVELOPMENT AGREEMENT AND WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF RICHMOND. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC, NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

OVERALL LOT SUMMARY

Product Summary	Lots		Acreage	
Models	12	1%	3.6	1%
28x100	140	8%	16.5	4%
40x115	63	4%	11.8	3%
45x120	150	8%	35.7	8%
50x120	375	21%	91.6	19%
55x120	275	15%	75.8	16%
55x125P	30	2%	9.8	2%
60x125	241	14%	69.6	15%
65x125	255	14%	84.5	18%
70x135	118	7%	45.6	10%
80x135	18	1%	9.8	2%
MIXED USE	100	6%	16.9	4%
	1777		471.2	
	27%		19%	

EXHIBIT ASSUMES SEC. 8 (PATIO PRODUCT) IS COUNTED TOWARDS NON-TRADITIONAL / SPECIALTY PRODUCT PERCENTAGE



Section	Product	# Lots	Plat Status
Model Village	Models	12	Recorded
SEC. 2	65x125	28	Recorded
SEC. 3	60x125	33	Recorded
SEC. 4	65x125	16	Recorded
SEC. 5	55x120	40	Recorded
SEC. 6	50x120	61	Recorded
SEC. 7	28x100	48	Recorded
SEC. 8	60x125	27	Recorded
SEC. 9	65x125	33	Recorded
SEC. 11	80x135	18	Recorded
SEC. 12	45x120	28	Recorded
SEC. 14	65x125	29	Recorded
SEC. 15	55x120	26	Recorded
SEC. 16	45x120	26	Recorded
SEC. 17	28x100	44	Recorded
SEC. 18	28x100	48	Recorded
SEC. 19	50x120	55	Recorded
SEC. 20	50x120	38	Recorded
SEC. 21	60x125	29	Recorded
SEC. 22	65x125	39	Recorded
SEC. 23	55x120	42	Recorded

Section	Product	# Lots	Plat Status
SEC. 23	55x120	31	Recorded
SEC. 24	50x120	83	Recorded
SEC. 25	65x125	52	Recorded
SEC. 26	60x125	68	Recorded
SEC. 27	50x120	45	Recorded
SEC. 28	45x120	53	Recorded
SEC. 29	70x135	20	Recorded
SEC. 30	55x120	65	Recorded
SEC. 31	45x120	43	Recorded
SEC. 32	60x125		To Be Submitted
SEC. 33	60x125	25	Final Plat
SEC. 34	40x115	63	Final Plat
SEC. 35	MIXED USE	100	Submitted
SEC. 36	70x130	58	Final Plat
SEC. 37	50x120	46	Final Plat
SEC. 38	65x125	58	Preliminary Plat
SEC. 39	60x125	25	Preliminary Plat
SEC. 40	55x120	68	Preliminary Plat
SEC. 41	50x120		To Be Submitted
Total Platted Lots		1696	94%
Total Specialty Product		483	28% / 29% Platted to Date
Projected Overall Development		1800	

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

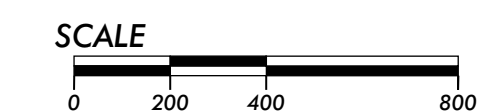
an overall exhibit for



JDC Johnson DEVELOPMENT CORP.



24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422



MTA-04110
JANUARY 25, 2021

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META PLANNING + DESIGN



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting

600 Morton Street

Monday, February 8, 2021 at 9:00 a.m.

- A5. Review and consider taking action on a policy related to reciting the Pledge of Allegiance to the United State flag and the Texas flag.

Policy—Pledges of Allegiance to the U.S. and Texas Flags

The City Commission adopts this policy and procedure for reciting the Pledges of Allegiance to the U.S. flag and the Texas flag during Regular meetings of the City Commission ~~and other Commissions, Boards, and Committees.~~ Each Board, Commission, or Committee shall decide whether to recite the Pledges during its meetings. Recitation of the Pledges will conform to this Policy.

The Pledges may be led by individuals or by members of youth groups, social groups, veteran groups. The City Secretary shall post an invitation on the City's website asking members of the community to volunteer to lead the Pledges at City meetings. From the responses, the City Secretary shall prepare a list of such volunteers and the meeting date the person or groups has requested to lead the Pledges. If no person or group volunteers, the Chairperson may request that a Commissioner or member of the commission, board, or committee; a staff member; or a member of the public lead the Pledges.

The Chairperson shall announce the agenda item for the Pledges of Allegiance to the U.S. flag and the Texas flag.

The Chairperson shall request all persons participating to stand, as they are able, and face the flag.

The Chairperson shall introduce the person(s) to lead the assembly in the Pledges.

~~If applicable, the person(s) leading the Pledges may present the colors.~~

All persons participating in reciting the Pledges should, ~~during the presentation of the colors, Pledge, and retirement of the colors:~~ stand at attention facing the flag with the right hand over the heart; if not in uniform men should remove any non-religious headdress with their right hand and hold it at the left shoulder, the hand being over the heart; if in military uniform ~~_~~should remain silent, face the flag, and render the ~~military~~ military salute; or members of the Armed Forces not in uniform and veterans may render the military salute in the manner provided for persons in uniform; or if in law enforcement, fire and rescue, other first responder, or scouting uniform should remain silent, face the flag, and render the appropriate salute.

The person(s) leading the assembly in reciting the Pledge to the U.S. flag shall recite the Pledge as provided in 4 US Code Sec. 4: "I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

At the conclusion of the Pledge to the U.S. flag, the person(s) shall lead the assembly in reciting the Pledge to the Texas flag as provided in Texas Government Code, Section 3100.101: "Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

If the colors are presented, all persons participating should stand, face the flag, participate in the Pledges as provided above, and At-at the conclusion of the Pledges or end of the meeting, as appropriate, the participants should remain standing or stand while the colors are retired, if applicable.

At the conclusion of the Pledges or after the colors are retired, the assembly may be seated and the meeting will continue with the next agenda item.

PASSED AND APPROVED this ~~19th~~ 8th day of ~~January~~ February, 2021.

Rebecca K. Haas, Mayor

ATTEST:

Laura Scarlato, City Secretary



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting

600 Morton Street

Monday, February 8, 2021 at 9:00 a.m.

- A6. Review and discuss criteria in the Request for Proposals for Solid Waste Collection and Recycling Services.



**CITY COMMISSION
AGENDA ITEM COVER MEMO**

DATE: February 8, 2021

Staff Review:

City Manager _____
City Attorney _____
Finance _____
Fire Department _____
Police Department _____
Public Works _____

AGENDA ITEM: Solid Waste Request for Proposal (RFP) Draft

SUBMITTED BY: Howard Christian, Assistant City Manager

SYNOPSIS

The City's current solid waste contractor for residential and commercial waste is Republic Services and their contract will expire at the end of April 2021. The RFP process will allow the City to choose the best value for these services.

COMPREHENSIVE PLAN 2014 GOALS ADDRESSED

BACKGROUND

The City has contracted with Republic Services for residential and commercial solid waste disposal since 2006. The existing contract will expire at the end of April 2021 unless a contract extension can be negotiated (month to month). The tentative schedule for the RFP process is:

- Request for Proposals Issued/Advertising: February 11 and February 18, 2021
- Preproposal Meeting: February 18, 2021 at 10:00 am
- Deadline for Submitting Questions: March 8, 2021 by 4:00 pm
- Proposal Submission Deadline: March 15, 2021 at 4:00 pm
- Review/Selection Process: March 16-25, 2021
- Special Commission Meeting: March 29, 2021
- Effective Date of New Contract: May 1, 2021

The RFP includes additional requirements from the existing contract. The main changes staff are looking to include in the next contract include are:

- **More robust recycling program**
- **Allow for monetary penalties for noncompliance with contract terms**
- **Allow for an annual CPI adjustment after the first 2 years and annually for the remainder**
- **Allow for a street rental fee**
- **Allow for a cart assistance program for the disabled**
- **Provide more bid options for service to meet the expectations of the City Commission**

When received, the RFP's will be evaluated by a 5-member committee (staff from Public Works, City Manager, City Attorney, Development Services, and Finance) to select the contractor that provides the best value based on the following criteria:

- **Qualifications and experience**
- **Project Methodology**
- **Service Yard and Facilities**
- **Transition Plan**
- **Customer Service and public education**
- **Rates and fees**

The RFP will be the basis of the contract for the selected proposer. We will have the flexibility to add or delete, through negotiations, any provisions that do not meet the Commission's expectation and will be included in the final contract.

BUDGET ANALYSIS

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2021 FUNDS BUDGETED	FY 2021 FUNDS AVAILABLE	AMOUNT REQUESTED

BUDGET AMENDMENT REQUIRED? YES _____ NO _____

Purchasing Review:

Financial/Budget Review:

FORM CIQ: _____

FORM 1295 _____

SUPPORTING MATERIALS

Request for Proposal for Solid Waste - Draft

STAFF'S RECOMMENDATION

For review and discussion.

City Manager Approval: _____

**REQUEST FOR PROPOSALS
SOLID WASTE COLLECTION AND RECYCLING SERVICES**



RICHMOND
EST. **TEXAS** 1837

DUE DATE FOR PROPOSALS

March 15, 2020

4:00 PM

CITY OF RICHMOND
600 MORTON STREET
RICHMOND, TEXAS 77469

2021 REQUEST FOR PROPOSALS SOLID WASTE COLLECTION AND RECYCLING SERVICES

1. PREPARATION OF THE PROPOSAL

A **Pre-Proposal Conference** will be held on **Thursday, February 18, 2021 at 10:00 a.m.**, via zoom meeting at <https://zoom.us/j/92724436416?pwd=S0RIMXVSc3BGVHFqM1JUVVNditiXZz09>. Meeting ID: 927 2443 6416 Passcode: 797725

Sealed Proposals, including two (2) original and one (1) electronic copies, must be received by 4:00 p.m. on Monday, March 15, 2021 at:

**City of Richmond
Attn: Howard Christian
600 Morton Street
Richmond, Texas 77469**

Proposals must be delivered in a sealed envelope; the Contractor's firm name and address must appear on the outside of the envelope. Envelopes must be clearly marked "**Proposal for Solid Waste Collection and Disposal and Recycling Services**". Proposals submitted after the deadline will not be considered.

All Proposals must be prepared and signed by the Contractor on the forms attached hereto. The Proposal must be returned in its entirety. All blank spaces in each Proposal Cost Form together with appropriate schedules must be completed in full, in ink or typewritten.

The Proposals received will be compared on the basis of the summation of the lump sum amounts and the best value to the City.

The City is to decide which alternates, if any, would be added to the base proposal.

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

Any Proposal received after the time and date specified above shall not be considered. The City has made every effort to comply with the laws of the State of Texas. Should any Proposer/Contractor determine the presence of any irregularity or violation, such irregularity or violation should be presented to the City prior to the scheduled Proposal due date.

2. PROPOSAL SECURITY

Each Proposal must be accompanied by a bid bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to Fifty Thousand Dollars (\$50,000.00), as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a Contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Contractor), to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bid bonds will be returned promptly after the City and the selected Contractor have executed the Contract, or, if no Proposal has been selected within ninety (90) calendar days after the date of the opening of Proposals, upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

3. EVIDENCE OF INSURANCE

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of the Contract and the negligent act or omission mixed with the negligent act or omission of the City. The Contractor will not be responsible for the negligence of the City or any of its officers, agents, employees, or customers. The City will not be responsible for the negligence of the Contractor, or any of its officers, agents, employees, or customers.

The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before

commencement of work hereunder.

Coverage to be written by an insurance carrier (1) with at least an A or A- Rating by A.M. Best and Co. and (2) an admitted carrier in the State of Texas. The City may, at any time, request proof of current insurance on any one or all of the coverage's required below. The failure to maintain current insurance as required below may result in the termination of the Contract, save and except the Contractor's obligations to indemnify the City from all claims.

"This is to certify that the policies of Insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation, reduction in limits, or substantial change in a policy affecting certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below with the City named as Additional Insured under General Liability coverage and Automobile Liability coverage:

Minimum Limits of Insurance:

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workmen's Compensation	Statutory and shall cover all employees including drivers	Statutory and shall cover all employees including drivers
Employer's Liability	\$1,000,000	\$1,000,000
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability-Bodily Injury	\$1,000,000	
Comprehensive Auto Liability-Property damage	\$1,000,000	
Excess Umbrella Liability	\$5,000,000	

As an alternative to the previous list of limits, the Contractor may insure the above public liability and property coverage under a plan of self-insurance, upon providing sufficient evidence of financial solvency to support such a plan satisfactory to the City. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of \$500,000, with the result that the Contractor is its own insurer to that extent. The coverage may be provided by the Contractor's parent corporation. **Contractor waives its right of subrogation against the City releasing its right to recover Contractor's payments from the City, its officers, agents, and employees, for an injury covered by the above described insurance for which injury the City, its officers, agents, or employees may be liable.**

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been sent to the Contractor by the City of Richmond.

The Contractor to whom the Contract shall have been awarded will be required to execute three (3) copies of the City of Richmond Standard Contract and to furnish insurance certificates, all as required. In case of refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award, and Contractor's Proposal security (section 2 above) may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Contractor or the work re- advertised for Proposals as the City may elect. Such forfeited security shall be the sole remedy of the City.

5. SECURITY FOR FAITHFUL PERFORMANCE – PERFORMANCE BOND

The Proposal shall be accompanied by a letter from a corporate surety qualified to do business in Texas stating that the Performance Bond will be furnished to the Contractor submitting the Proposal in the event he is the successful Proposer. The original Performance Bond shall be produced by the Contractor within five (5) days of the award of the Contract, or the penalties for abandonment of the Proposal per section 3 above may be imposed. Said performance bond must be in an amount equal to sum of \$250,000 (two hundred fifty thousand dollars and no cents) for the term of the Contract.

The premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents. Contractor shall, at its own cost and expense, provide all the supervision, materials, equipment, labor and all other items necessary to effectively and properly render solid waste collection and disposal services and recyclables collection and processing in accordance with the Contract Documents.

8. CONDITIONS

Each Contractor shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proposers shall thoroughly examine and be familiar with the General Specifications.

The Contractor will provide for lawful disposal of refuse collected by the Contractor. It is also expected that the Proposer will obtain information concerning the conditions at other locations that may affect this work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself/herself with conditions existing, shall in no way relieve him/her of any obligations with respect to his/her Proposal or the Contract. The City shall make all such documents available to the Proposers/Contractors.

Except with respect to events or conditions which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions she/he may encounter or create, at his/her cost without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the City in writing, via e-mail, and if explanations are necessary, a reply shall be made in the form of an e-mail. A copy of this explanation will be forwarded to each known firm making a proposal and posted on the City's website.

Addenda issued to prospective Proposers prior to date of receipt of Proposals shall become a part of the Contract Documents and all Proposals shall include the work described in the addenda.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, if issued, shall be e-mailed to all known prospective Proposers/Contractors and posted on the City's website, not later than five (5) days prior to the date fixed for the opening of proposals.

10. NAME, ADDRESS AND LEGAL STATUS OF THE CONTRACTOR

Each Contractor shall provide the following:

- a) For Individual Contractors – name, office and home address, phone numbers, e-mail addresses, fax numbers, federal tax id number, and copy of assumed name certificate, if any.
- b) For all other legal entities, including and not limited to corporations, LLC, LLP, Joint Ventures or any other legal form of operating entity, a copy of same Articles of Incorporation, or Certificate of Formation, or similar document, as filed in Texas, all of the information for the entity described in a. above, and the president, chairman, and or managing partner, together with a certificate of good standing from the Texas State Comptroller or Texas Secretary of State, as applicable.
- c) If the Contractor is a joint venture consisting of a combination of any or all of the above entities, the managing partner shall execute the Proposal, and all partners shall be fully identified.

11. COMPETENCY OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The City reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications and from other sources.

The City will require submission with the Proposal certified supporting data regarding the qualifications of the Contractor in order to determine whether he/she is a qualified, responsible Contractor. The Contractor will be required to furnish the following information sworn to under oath by him/her:

- a) An itemized list of the Contractor's equipment available for use on the Contract.
- b) A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a recognized firm of independent certified public accountants acceptable to the City.
- c) Evidence that the Contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become licensed, if its Proposal is accepted.
- d) Evidence, in form and substance satisfactory to the City, that Contractor has been in existence as a going concern for in excess of five (5) years and possesses not less than (5) years actual operating experience as a going concern in refuse collection and disposal, and recyclables collection and processing in operations of comparable size to that contemplated by the Contract Documents.
- e) Disclose evidence of any civil or criminal complaints asserted against the Contractor or any of its principal officers or equity owners within the preceding five (5) years, including any parent or subsidiary companies and their principal officers or equity owners.

The Contractor may satisfy any or all of the experience and qualification requirements of Paragraph 11 by submitting the experience and qualifications of its Parent Corporation and subsidiaries.

12. QUALIFICATIONS OF CONTRACTOR

In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information sworn to under oath by him/her:

- a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents. Evidence should include a list of all customers in the region including the contract information of the person managing the account.
- b) Evidence, in form and substance satisfactory to the City, that the Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- c) Evidence in form and substance satisfactory to the City, that Contractor's experience as a going concern in refuse collection and disposal, and recycling collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.
- d) Such additional information as will satisfy the City that the Contractor is adequately prepared to fulfill the Contract.
- e) Reports of prior work, accident history, recycling, or other information.

The Contractor may satisfy any or all of the experience and qualification requirements of the paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

13. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his/her Proposal:

- a) Evidence of collusion among Contractors.
- b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- c) Lack of responsibility as shown by past work, based on references provided by the Contractor, and judged from the standpoint of workmanship as submitted.
- d) Default on a previous City contract or failure to perform.

14. SCOPE AND BASIS OF THE PROPOSAL

Proposals with respect to refuse collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed. Award will be made on the basis of all factors that are available to be judged by the City and deemed by the City to be of the greatest advantage to it, considering the type of work involved, the length or duration thereof, the quality availability and adaptability of any personal property or services to the particular use required, the elements of the bid, including the number and scope of conditions attached, the bid, the ability, capacity, and skill of the Contractor to perform the Contract or service required, whether the Contractor can perform the Contract or provide the service promptly, or within the time required, without delay or interference, the character, responsibility, integrity, reputation, and experience of the Proposer; history and performance of Contractor in previous jobs, the sufficiency of the financial resources and ability of the Contractor to perform the Contract or provide service, the ability of the Contractor to provide future

maintenance, repair, parts, and service for the use of the subject of the Contract, and other factors as shall be determined by the City.

15. QUANTITIES

The City estimates that the number of residential units to be initially serviced under the Contract is **4,518**. Of these residential units, **1,708** from adjacent MUD Districts which are governed under separate entities and may choose to seek services on their own on giving 30-day notice. The number of commercial and industrial collection services under the Contract is estimated to be **353**. *The quantities for commercial and industrial collection services does not include temporary roll-offs or compactors.* The Proposer may wish to utilize his own or other estimates and to provide for growth or shrinkage factors. The City makes no representation as to the reliability of its estimates for residential or commercial units. Unit price computations for all units shall be based upon such estimate.

Existing Commercial Services								
Container Type	Frequency per week						On Call	Grand Total
	1	2	3	4	5	6		
1-2YD - 1XWK	2							2
1-3YD - 1XWK	12							12
1-3YD - 2XWK		9						9
1-3YD - 4XWK				2				2
1-3YD - 3XWK			5					5
1-3YD - 5XWK					1			1
1-3YD - 6XWK						1		1
1-4YD - 1XWK	15							15
1-4YD - 2XWK		4						4
1-4YD - 5XWK					1			1
1-4YD/2XWK		1						1
1-4YD - 3XWK			1					1
1-6YD - 1XWK	30							30
1-6YD - 2XWK		13						13
1-6YD - 4XWK				1				1
1-6YD - 6XWK						1		1
1-6YD - 3XWK			10					10
1-6YD - 5XWK					3			3
1-6YD -1XWK - OCL		2						2
1-8YD - 2XWK		5						5
1-8YD - 3XWK			7					7
1-8YD - 3XWK OCL			1					1
1-8YD - 4XWK				2				2
1-8YD - 6XWK						4		4
1-8YD -1XWK	8							8
EXTRA POLY CART		1						1
EXTRA POLY CART COMM		26						26
HAUL PACKER - 40YD							1	1
HAUL PACKER - 30YD							1	1
HEAVY/ 6-CARTS /3XWK			1					1
M121 - 6YD -3XWK			1					1
MULTI-FAMILY INSIDE		17						17
MUNICIPAL FACILITY		12						12
MUNICIPAL- M121		1						1
NO CHARGE		2						2
OCL COMM XTRA CART		2						2
OCL MULTIFAMILY CART		3						3
OCL-COMMERCIAL CART		2						2
SM COMMERCIAL		141						141
SM COMMERCIAL-WR		1						1
Grand Total	67	242	26	5	5	6	2	353

16. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a **100-point** scale and those proposers selected for a short list may be invited to attend an interview, at the proposer's own expense.

Residential and Commercial bids will be evaluated separately from each bidder if bidder submits proposal for both services. City reserves the right to reject one or both proposals.

The City's process is as follows:

16.1 City staff shall form an evaluation committee which will be used to evaluate all proposals as follows:

- 16.1.1 Qualifications and Experience – 15 points
- 16.1.2 Project Methodology – 15 points
- 16.1.3 Service Yard and Facilities – 15 points
- 16.1.4 Transition Plan – 5 points
- 16.1.5 Customer Service and Public Education – 10 points
- 16.1.6 Rates and Fees – 40 points

Once proposals are scored, the evaluation committee may select more than one finalist and decide whether interviews should be conducted.

Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

17. AWARD OF CONTRACT

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure of interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City.

The award of Contract, if made, shall be made to the Contractor whose Proposal, at the City's sole discretion, furthers the best interest of the City. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Contractor under consideration, and the validity of the Proposal. Award of a Contract, if made, shall be by the City Commission of the City of Richmond, Texas.

18. COMPLIANCE WITH LAWS

Contractor, its officer, agents, employees, contractors, and subcontractors shall comply with all federal, state, and local statutes, ordinances, rules, and regulations. It is agreed and understood that, if the City calls the attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, Contractor shall immediately desist from and correct such violation. The Contract Documents shall govern the obligations of the Contractor where there may exist conflicting ordinances of the City on the subject.

19. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex or gender, race or color, religion, national origin, marital status, age, receipt of income from public assistance, disability, or familial status. The Contractor must be an equal opportunity employer.

20. RECYCLABLE MATERIALS

The Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant

the Contract Documents.

21. TERM

The term of service shall be ten (10) years, with one (1) five-year (5) renewal option pending agreement of both parties. Should either the City or the Contractor elect not to renew and extend the Contract for an additional five-year period, notice must be given, by certified mail-return receipt requested to the other party in writing not less than 180 days prior to the expiration of the Contract.

22. MUNICIPAL FACILITIES

Exhibit "A" is a list of municipal facilities the Contractor must provide the service as specified at no additional cost to the City.

23. COMMUNITY AND SPECIAL EVENTS

The Contractor will be required to provide, at no cost to the City, services for community and special events as specified in section 3.04 of the General Specifications.

24. BEAUTIFICATION PROGRAM

The City of Richmond is an affiliate of Keep Texas Beautiful and participates in the Keep Richmond Beautiful Program. *As a part of its Proposal, the Contractor will outline a beautification, recycling, and litter education program and mark it as **Exhibit "C"** that will be utilized during the term of this Contract. There shall be no charge for this promotional program.*

25. STORMS AND OTHER DISASTERS

In case of a storm or other disaster, the City Manager, or her designee, may grant that Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the Contractor shall advise the City Manager, or her designee, of the estimated time required before regular schedules and routes can be resumed.

In case of a storm or other disaster where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor shall be paid based on the labor and vehicle rates supplied in the Proposal Cost Form.

26. STREET RENTAL FEE

The Contractor agrees to pay to the City a Street Rental Fee equal to 5% of the Contractor's gross billings for each month, for refuse collection, removal, and disposal services provided within the City including fees for roll-off containers and compactors. In addition to line item charges for service, the Contractor will also include three total lines on each invoice as follows: "Gross Billings", "Street Rental Fee", and "Net Payment Due". The "Gross Billing" shall be the total of all charges for the month pursuant to the contract. The "Street Rental Fee" line item shall be calculated by taking the "Gross Billings" and multiplying it by 5%. The "Net Payment" shall be calculated by taking the "Gross Billings" and subtracting the "Street Rental Fee". The City shall pay the "Net Payment Due" on the monthly invoice received by the City for residential and commercial services. The City will retain the "Street Rental Fee". Contractor shall also provide to the City a "Monthly Roll-off and Compactor Report" indicating, for such month, the roll-off and compactor services provided by the Contractor to customers within the City, including the size, location, frequency of collection and disposal, and the total of all fees billed by the Contractor for such services along with the payment. The Street Rental Fee will not be calculated on sales and use tax. The 5% Street Rental Fee shall be included in the base cost for selected services as proposed by the Contractor. This Street Rental agreement will only cover items that are quoted in this RFP. If there are other services that the Contractor would like to include; please quote and include in RFP.

27. OPTIONS

The City of Richmond is using this RFP as a vehicle to describe the services required to fulfill its needs and not describe or limit the technologies used by the Contractor to provide such services. The Contractor represents, by submitting a Proposal, the Contractor has the tools, expertise, technology and capacity to provide these services and the Contractor is encouraged to propose innovative and environmentally safe procedures to implement the requirements of the Contract. Alternative Proposals are allowed as described in the Proposal Cost Form (Section G) and may be submitted as **Exhibit "E"**. The City will expect and demand quality service from the successful Contractor at all times.

28. PROJECT TIMELINE

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the

completion of the project are also included:

Request for Proposals Issued/Advertising: February 11 and February 18, 2021

Preproposal Meeting: February 18, 2021 at 10:00 am

Deadline for Submitting Questions: March 8, 2021 by 4:00 pm

Proposal Submission Deadline: March 15, 2021 at 4:00 pm

Review/Selection Process: March 16-25, 2021

Special Commission Meeting: March 29, 2021

Effective Date of New Contract: May 1, 2021

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1.00 DEFINITIONS

- 1.01 Automated Collection - Special trucks, equipped with a mechanical/robotic arm that lifts and empties collection carts.
- 1.02 Bin (Commercial/Industrial) - Metal receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units.
- 1.03 Bulky Waste - Stoves, water tanks, washing machines, other household appliances, furniture, and other waste materials excluding refrigerators, construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for bins or containers. Collection includes up to five (5) cubic yards of bulky waste.
- 1.04 City - City of Richmond, Texas.
- 1.05 Commercial and Industrial Refuse - All bulky waste, construction debris, garbage, rubbish and stable matter generated by a producer at a commercial and industrial unit.
- 1.06 Commercial and Industrial Unit - Each premise, location or entity, public or private, requiring refuse collection within the corporate limits of the City which is not a residential unit.
- 1.07 Commodity - Material that can be sold in a spot or future market for processing and use or reuse.
- 1.08 Commodity Buyer - A buyer or processor selected by Contractor pursuant to the Contract Documents, of recyclable materials delivered by Contractor.
- 1.09 Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.10 Container - A receptacle with a capacity of greater than twenty (20) gallons but less than thirty-five (35) gallons constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed fifty (50) pounds.
- 1.11 Contract Documents - The Request for Proposals, Instructions to Proposers, Proposal Cost Form, General Specifications, Exhibits, Performance Bond, Certificate of Insurance, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor, and the executed Contract for Services,
- 1.12 Contractor - Such person, corporation or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and refuse and recyclable materials collections and processing under contract with the City.
- 1.13 Customer - An occupant of a residential, commercial hand collect, commercial or industrial unit who generates refuse.
- 1.14 Dead Animals - Animals or portions thereof not greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.15 Disposal Site - A refuse depository physically located in the City or in close proximity thereto, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of refuse and dead animals.
- 1.16 Electronics Recycling - Recycling or reuse of used electronic devices including but not limited to such items as mobile phones, computers, televisions, etc.
- 1.17 Garbage - Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.
- 1.18 Green Waste/Yard Waste/Brush - Grass clippings, leaves, tree trimmings, branches, and other items derived from plants, bagged or containerized, weighing less than fifty (50) pounds *and limited to eight (8) bags and/or bundles*. Tree and brush limbs shall be no larger than three (3) inches in diameter and cut into four-foot (4) lengths.

- 1.19 Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term hazardous waste shall also include batteries, tires, motor oil, used oil filters, gasoline, paint, and paint cans.
- 1.20 Large Commercial Pickup - Six (6) to ten (10) bags of refuse.
- 1.21 MUD Districts – Municipal Utility Districts, a political entity.
- 1.22 Municipal Facilities - Those specific municipal locations set forth in Exhibit “A” attached hereto.
- 1.23 New Vehicle - A vehicle that has not been previously licensed.
- 1.24 Poly cart - A rubber-wheeled receptacle or a plastic wheeled receptacle with a maximum capacity of ninety-five (95) gallons or sixty-five (65) gallons for solid waste for selected neighborhoods, and ninety-five (95) gallons or sixty-five (65) gallons for recycling for selected neighborhoods, constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entry into the container by vectors and small animals. The weight of a poly cart and its contents shall not exceed 175 pounds. Uniform poly carts will be provided to each residential unit and commercial hand collect unit, with ownership retained by Contractor. The Contractor shall be responsible for repairing or replacing damaged or stolen poly carts at no cost to the City. The Contractor shall not be responsible for replacing a poly cart in such cases where the resident causes damages due to gross negligence beyond normal wear and tear. For example: placing hot ashes in the poly cart causing damage to the cart.
- 1.25 Producer - An occupant of a commercial and industrial unit or a residential unit who generates refuse.
- 1.26 Recyclable Materials - Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PE and HDPE), glass containers, aluminum cans, metal (tin) cans, and cardboard. Styrofoam is not included.
- 1.27 Recycling - The disposal of items including but not limited newsprint, magazines, plastic (PE and HDPE), glass containers, aluminum cans, metal (tin) cans, and cardboard for collection by the Contractor pursuant to the Contract Documents.
- 1.28 Refuse - Residential refuse and bulky waste, construction debris and stable matter generated at a residential unit, unless the context otherwise requires, and commercial and industrial refuse.
- 1.29 Residential Refuse - All garbage, rubbish, green waste, and bulky waste generated by a producer at a residential unit.
- 1.30 Residential Unit - A dwelling within the service area of the City of Richmond occupied by a person or group of persons comprising not more than four (4) families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit.
- 1.31 Roll-off - An open top container ranging from twenty (20) to forty (40) yards used for the placement of construction debris and other types of waste.
- 1.32 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, garbage, hazardous waste or stable matter.
- 1.33 Small Commercial Pickup - Five (5) or less bags of refuse.
- 1.34 Solid Waste - All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the landfill disposal site under the applicable federal, state, and local laws, regulations and permits governing each.

- 1.35 Special Events for Non-Profit Organizations - A special event held by a non-profit organization that is tax- exempt under section 501(c)(3) of the Internal Revenue Code, and organized and operated exclusively for exempt purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. Example is the Fort Bend County Fair.
- 1.36 Special Waste - Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical.
- 1.37 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.38 Street Rental Fee - An amount equal to 5% of the Contractor's gross billings each month, for collection, removal, and disposal services provided within an area the City Services, pursuant to the Contract Documents, including fees roll-off containers and compactors.
- 1.39 Unusual Accumulated
- (a) For residences, each regular collection more than six (6) containers of garbage, or the equivalent, *and green waste/yard waste of more than eight (8) bags and/or bundles;*
 - (b) for commercial establishments accumulations that would not occur in the ordinary course of business;
 - (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Contractor to be hazardous such as oil, acid, or caustic materials.

2.00 TYPES OF COLLECTION

- 2.01 Residential Collection - Contractor shall provide curbside collection service for the collection of residential refuse for each residential unit a minimum of two (2) times per week and residential recycling a minimum of one (1) time per week for each account held by the City and served by the Contractor. All refuse and rubbish must be properly containerized, and containers and bags shall be placed at curbside by 7:00 a.m. on the designated collection day.
- 2.02 Commercial and Industrial Accounts - Contractor shall, upon request, provide roll-offs and bin service for the collection and removal of solid waste from the premises of commercial, institutional, and industrial customers at such frequency as shall be reasonably required by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a bin, that bin should be located on a concrete pad to accommodate equipment. Bins shall be accessible from a concrete or asphalt street. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.
- 2.03 Green Waste/ Yard Waste/ Brush Waste - Contractor shall provide curbside collection service at a minimum of once per week for the collection of residential green waste, yard waste, and brush waste to all residential customers, unless otherwise specified.
- 2.04 Bulky Waste - Contractor shall provide curbside collection service for the collection of bulky waste to all residential customers. Contractor agrees to collect such large objects and quantities of waste as described in definitions for bulky waste. Collection includes up to five (5) cubic yards of bulky waste.
- 2.05 Construction Debris, Stable Matter - Contractor shall provide for the special collection from residential units of construction debris, stable matter, or such other items.
- 2.06 Hazardous Waste - Also the Contractor may from time to time provide for the special collection of hazardous waste at commercial and industrial units and residential units at its sole discretion and upon such terms and conditions as Contractor shall specify.
- 2.07 Cart Assistance - The Cart Assistance Program is provided to residents who have a physical condition which prohibits them from moving the garbage and recycle carts to the curb for collection. This program does not include assistance for green waste, or bulky waste. This will require a program application.

3.00 LOCATION OF ROLL-OFFS, BINS, POLY CARTS, CONTAINERS, BAGS, AND BUNDLES FOR COLLECTION

- 3.01 Location of Bins, Containers, Bags, and Bundles - Each poly cart, container, bag, and or yard waste shall be placed at curbside

for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Poly carts, containers, bags, and yard waste shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, poly carts, containers, bags, and yard waste shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any poly cart, container, bag, or yard waste not so placed.

- 3.02 Service Provided - Contractor shall provide roll-offs and bins for commercial and industrial units whenever customers request their use. Each roll-off or bin shall be placed in an accessible, outside location, on a hard surface accessible from a concrete or asphalt street according to individual agreement. Contractor may decline to collect refuse in roll-offs or bins not so placed. Should the City choose one of the service options that utilizes a poly cart container, the Contractor shall provide a poly cart to each residential unit and commercial hand collection unit with ownership retained by the Contractor. Contractor shall also be responsible to repair and/or replace damaged or stolen poly carts at no cost to the City.
- 3.03 Bins Provided - Within five (5) days of a request, all roll-offs and bins are to be provided by the Contractor. Commercial and industrial units may be allowed to utilize their own compactor.
- 3.04 Municipal Services Provided - Contractor shall provide, at no cost to the City, refuse collection services to certain municipal facilities, at the locations, frequencies, and type of services identified and described in Exhibit "A" attached hereto.

Contractor agrees to furnish, at no cost to the City, in-place disposable trash containers, poly carts, bulk bins, and/or collection vehicles for up to seven (7) community wide and special events per year. This service shall be provided subject to the Contractor's receipt of at least seventy-two (72) hour notice from the City for the following events:

- (a) Fort Bend County Fair Parade each year, to include two hundred (200) disposable trash containers or poly carts, and or recycling poly carts,
- (b) Miracle on Morton Street event each year in December to include one (1) twenty (20) yard roll-off and twenty-five (25) disposable trash containers or poly carts, and or recycling poly carts,
- (c) Up to five (5) Downtown events each year in Historic Downtown to include up to ten (10) disposable trash containers or poly carts, and or recycling poly carts.

In case of a storm or other disaster, the City Manager, or his designee, may grant to the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the Contractor shall advise the City Manager, or his designee, of the estimated time required before regular schedules and routes can be resumed.

Storms and other disasters: In the case of a storm or other disasters where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor shall be paid based on the labor and vehicle rates supplied in the Proposal Cost Form under Additional Work. For such event, Contractor shall guarantee to provide a minimum number of 25 roll-offs and or a minimum number of 15 vehicles, including crew, at the cost indicated. Contractor shall respond within 48-hour notice. The hourly rate will include all labor, equipment, supervision, maintenance and disposal cost associated with the utilization of the vehicle. The Contractor shall be paid based on the actual number of roll-offs and or vehicles used to perform the services for storms or other disasters.

4.00 COLLECTION OPERATION

4.01 Hours of Operation

Collection of residential refuse shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Residential collection days shall be limited to Monday-Friday. Exceptions to collection hours and collection days shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

- (a) Hours for collection of commercial and industrial refuse shall take place at the discretion of the Contractor.

4.02 Routes of Collection

- (a) Residential unit collection routes shall be established by the Contractor. Contractor shall submit a map designating the residential unit collection routes to the City for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to City for approval changes in routes or days of collection affecting

residential units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units.

- (b) Commercial and industrial unit collection routes shall be established by the Contractor at its sole discretion. Frontload bins will be allowed only if accessible by a concrete or asphalt street and a concrete or asphalt parking lot or entrance.

4.03 Holidays & Special Pickups - The following shall be City holidays for purposes of this Contract:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If the holiday falls on a service day, trash will be picked up on the next day. For example, if the service days are Monday and Thursday, and the holiday falls on a Monday, the trash will be picked up the next day which will be Tuesday; in such case, the Tuesday service route will still be picked up on Tuesday. If the holiday falls on a Friday service day, trash will be picked up on the next day which will be Saturday. All other route schedules will remain the same.

Special pickups may be arranged by the Contractor in instances where property owners and/or residents have items in quantities or types not covered by the Contract and specifications. Such special pickups shall not be governed by this Contract. All arrangements shall be made between the Contractor and the owners or residents.

4.04 Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. The Contractor shall keep and maintain a complete and accurate log of all such complaints and shall provide copies of said logs to the City via email by 8:00 a.m. on the next business day. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four (24) hours after the complaint is received.

Within twenty-four (24) hours after receipt of notice, either written or by phone, the Contractor shall take the necessary action to pick up missed collections, clean up strewn or spilled refuse, replace lids and remedy all valid complaints. The Contractor shall immediately contact the City Manager, or his/her designee, concerning a complaint which the Contractor feels is not valid. Failure by the Contractor to remedy valid complaints within twenty-four (24) hours may cause the City to take punitive action under the terms of the Contract.

- (a) Further, there shall be deducted as liquidated damages from the monthly payments to be made the Contractor the sum of one hundred dollars (\$100) for each valid incident of failure on the part of the Contractor to collect, remove, and dispose of, garbage, rubbish, household rubbish and/or other refuse in accordance with the terms of this Contract. Liquidated damages in the amount of one hundred dollars (\$100) shall also be deducted for each valid incident of carelessness in emptying containers and/or permitting garbage or rubbish to be strewn on and about any property or street. The conditions for such deduction of liquidated damages shall be as follows:

If the Contractor shall remedy the failure, make the collections, and/or clean up the strewn refuse within twenty-four (24) hours after receiving such complaint, then no deduction will be made. Upon failure of the Contractor to take such actions within such time, then a deduction of one hundred dollars (\$100) shall be made for each twenty-four (24) hour period during which such failure shall be allowed to continue after such notice.

- (b) Validity of complaints. The parties hereto agree and stipulate that the City Manager, and/or his/her appointed designee, shall have the right to properly verify any incidents of missed pickup, or carelessness on the part of the Contractor. Such verification shall be final and binding upon the Contractor in the assessment of any penalties provided in this Contract. Except, however, that service complaints shall not be considered valid unless the City shall be notified by 5:00 p.m. on the next business day following the complainant's regular scheduled collection day.
- (c) The rights reserved to the City under this section are in addition to all other rights of the City whether reserved by this Contract or authorized by law, and no action, proceeding or exercise of a right with respect to liquidated damages shall affect any other right the City may have.

Missed Service Penalties

Successful proposer shall adhere to the following penalty provisions for duration of contract and all subsequent renewals:

Penalty Schedule	
Omission/Incident	Penalty
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is one incident)
Failure to clean-up and collect Contractor caused spillage	\$100 each incident to a maximum of \$500 per truck per day for Cart \$100 each incident per Detachable Container
Failure to complete a City residential block. An incomplete block is where more than five houses within the same block for either trash, recycling, or bulk are not collected	\$150 per incident
Days incomplete. Days are uncompleted if more than four blocks are not collected on the scheduled day	\$1000 when not completed on the scheduled day \$2500 when uncompleted days are not recovered by the next calendar day
Failure to deliver Apartment Complexes Containers to new participating locations within (5) business days of the receipt of the new sign-up request	\$250 per Container per incident
Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason within (5) business days of notification.	\$50 per Container per incident
Any additional collection misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection	\$100 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$500 each
Failure to place carts back at customer original set out location	\$500 for over 50 incidents per month

4.05 Collection Equipment – No collection vehicle shall be larger than thirty (30) cubic yards in capacity. All vehicles, bins, roll-offs, poly carts (if service is selected) and other equipment shall be kept in good repair, appearance, and in sanitary condition at all times. During the term of this Contract, Contractor shall maintain a fleet of vehicle of average age of five (5) years or less, with all vehicles being less than ten (10) years in age.

Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where accumulation shall be dumped.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall hand-clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from public and/or private property resulting from its collection activities by end of the next business day after receiving a complaint of such spillage or leak.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number, and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to ensure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 4.06 Spillage - The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Contractor's point of contact with the City so that proper notice can be given to the customer at the premises to properly contain refuse. Commercial refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, the City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
- 4.07 Hazardous Waste - Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.
- The contractor will maintain a list containing the names of at least two vendors who are licensed by the state to remove refrigerants from appliances. This list will be made available to residents upon request.
- 4.08 Protection from Scattering - Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.
- 4.09 Office - The Contractor shall maintain an office or such other facilities such as a toll-free number, web site and email contact information through which he/she can be contacted from 8:00 a.m. to 5:00 p.m. Monday through Friday.
- 4.10 Hauling - All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
- 4.11 Disposal - All refuse collected for disposal by the Contractor shall be hauled to a disposal site. The charge for disposal, including landfill fees, shall be at the Contractor's sole cost and expense.
- 4.12 Notification - The Contractor shall notify all producers at residential units about complaint procedures, regulations, and day(s) for scheduled refuse collection.
- 4.13 Point of Contact - All dealings, contact, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager or his/her designee, and by the City to the Manager of Business Development, Municipal Services for the Contractor.

5.00 EFFECTIVE DATE - The Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on May 1, 2021.

6.00 INDEMNITY

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of the Contract and the negligent act or omission mixed with the negligent act or omission of the City. The Contractor will not be responsible for the negligence of the City or any of its officers, agents, employees, or customers. The City will not be responsible for the negligence of the Contractor, or any of its officers, agents, employees, or customers. The Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

7.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and by the State.

8.00 NOTICE

Any notice herein provided or permitted to be given, made, or accepted by either party must be in writing and may be given by depositing the same in the United States mail postpaid and registered or certified, or by delivering the same to an officer of such party herein identified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so postmarked. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the official address of the Contractor and the City, until changed as hereinafter provided shall be as follows:

If to City: City Manager
 City of Richmond
 402 Morton Street
 Richmond, Texas 77469

If to Contractor: _____

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address in the State of Texas by at least fifteen (15) days written notice to the other party.

9.00 REMEDY

- 9.01 Subject to applicable laws, in the event the City determines that the Contractor has breached this Contract or has failed to perform, the City may:
- (a) Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages, or
 - (b) Charge to and collect from the Contractor liquidated damages pursuant to Section 4.04 of this Contract, or
 - (c) Commence an action at law for monetary damages or seek other equitable relief, or
 - (d) Seek recovery from the corporate surety for all damages resulting from the failure of the Contractor to observe and perform any provision of the Contract.
- 9.02 The Contractor shall not be relieved of any of its obligations to comply promptly with any provision of the Contract by reason of any failure of the City to enforce prompt compliance.

10.00 BASIS AND METHODS OF PAYMENT

10.01 Collection and Disposal Rates

- (a) The City agrees to pay to the Contractor per residential unit per month for curbside collection of residential refuse as provided in Section 3.00 hereof. The City estimates that the number of residential units to be initially serviced under the Contract is 4,518. Of these residential units, 1,708 are from adjacent MUD Districts which are governed under separate entities and may choose to seek services on their own on giving 30-day notice. Contractor is required to utilize its own or other estimate and to provide for growth or shrinkage factors. The City makes no representation as to the reliability of its estimate for residential or commercial and industrial units.
- (b) The City agrees to pay to the Contractor a fee for collection of commercial and industrial refuse, as set forth in Section 3.00 hereof, in accordance with the commercial pricing matrix identified and described in Exhibit "B" hereof. The number of commercial and industrial collection services under this Contract is estimated to be 353. Contractor is required to utilize its own or other estimate and to provide for growth or shrinkage factors. The City makes no

representation as to the reliability of its estimate for residential or commercial and industrial units.

- (c) The refuse collection charges shall include all disposal costs.
- (d) Contractor may, at its option, elect to acquire bags from a supplier of its choice and attempt to market such bags to residential units, however, this option in no way interferes with the right of each owner or occupant of a residential unit to obtain bags from another source.

10.02 Modification to Rates

- (a) All modifications to rates under this Contract shall be subject to the approval of the City Commission.

The fees to be paid to the Contractor for the solid waste collection and disposal services as provided in paragraphs (a) and (b) of Section 10.01, for the third and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index.

The Following Series from the Bureau of Labor Statistics (BLS) will be used in the calculation:

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

Series Title: All items in Houston-The Woodlands-Sugar Land, TX, urban wage earners and clerical workers, not seasonally adjusted

Series ID: CWURS37BSAO

Seasonality: Not Seasonally Adjusted

Survey Name: CPI for Urban Wage Earners and Clerical Workers (CPI-W)

Measure Data Type: All items

Area: Houston-The Woodlands-Sugar Land, TX

Item: All items

As of the end of the second year of the Contract and every twelve months thereafter (the "Rate Modification Date"), the fees shall be increased or decreased for the period beginning October 1st of that year. In the event that the BLS series report specified above is no longer published, updated, or otherwise hinders the calculation of the rate, the City may in its sole discretion determine an alternative BLS report to use. In no case will the increase or decrease in the CPI exceed 2.5%.

- (b) As soon as possible after a Rate Modification Date, Contractor shall send to the City a comparative statement setting out the change in rates and costs. The comparative analysis shall contain the following:
 - I. The index value on the Rate Modification Date versus the index value on the Rate Modification Date for the preceding period and the percentage change between the two index values.
 - II. A column containing the current fees which are being charged by the Contractor by customer or service class and a separate column that contains the new fees that will be charged by the Contractor by customer or service class based on the Rate Modification. In addition, there should be a separate column that contains the variance in dollars and cents from the current fees from the previous fees. The City may require the Contractor to use a form of its design.
- (c) In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments on the basis of unusual changes in its cost of operations, (including increases or addition of taxes or fees, such as fuel taxes, environmental fees, and landfill disposal charges), and will include significant increase in costs resulting from revised laws, ordinances, or regulations; changes in location of disposal sites or changes in disposal charges. City shall have sole discretion, but no obligation to approve, any additional rate and price adjustments petitioned under this provision.

10.03 City to Act as Collector - The City shall submit statements to and collect from all residential and commercial and industrial units for all services provided by the Contractor, including those accounts that are delinquent. Contractor shall submit statements to the City for services provided in accordance with Section 2.00.

10.04 Delinquent and Closed Accounts - The Contractor shall discontinue refuse collection service at any residential or commercial and industrial unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall, to the extent permissible by law, indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities, or expenses (including but not limited to expenses of investigation or attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

- 10.05 Contractor Billings to City - The Contractor shall bill the City for services rendered to residential and commercial and industrial units within ten (10) days following the end of the month and the City shall pay the Contractor within thirty (30) days of receipt of the invoice. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for services rendered to residential and commercial and industrial units irrespective of whether or not the City collects from the customer for such service.
- 10.06 Street Rental Fee - The Contractor agrees to pay to the City a Street Rental Fee equal to 5% of the Contractor's gross billings for each month, for refuse collection, removal, and disposal services provided within the City's collection area including fees for roll-off containers and compactors. In addition to line item charges for service, the Contractor will also include three total lines on each invoice as follows: "Gross Billings", "Street Rental Fee", and "Net Payment Due". The "Gross Billing" shall be the total of all charges for the month pursuant to the contract. The "Street Rental Fee" line item shall be calculated by taking the "Gross Billings" and multiplying it by 5%. The "Net Payment" shall be calculated by taking the "Gross Billings" and subtracting the "Street Rental Fee". The City shall pay the "Net Payment Due" on the monthly invoice received by the City for residential and commercial services. The City will retain the "Street Rental Fee". Contractor shall also provide to the City a "Monthly Roll-off and Compactor Report" indicating, for such month, the roll-off and compactor services provided by the Contractor to customers within the City, including the size, location, frequency of collection and disposal, and the total of all fees billed by the Contractor for such services along with the payment. The Street Rental Fee will not be calculated on sales and use tax. The 5% Street Rental Fee shall be included in the base cost for selected services as proposed by the Contractor. This street rental agreement will only cover items that are quoted in this RFP. If there are other services that the Contractor would like to include; please quote and include in RFP.

11.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

12.00 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license, and privilege to provide refuse collection, removal, and disposal services within the corporate limits of the City with the exception of construction debris as defined in Section 1.10 and special events for non-profits as defined in Section 1.32. The Contractor shall at all times have the right of first refusal to the collection of dead animals and hazardous waste from residential units and from commercial and industrial units. Right of first refusal to the collection of dead animals over 10 pounds.

13.00 OWNERSHIP

Title to refuse shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a bin or container, or removed by Contractor from the customer's premises, whichever last occurs.

14.00 TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, the City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a 15-day period from the date of the receipt of said notice from the City to remedy any failure to perform. Should the City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, the City may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor not earlier than twenty (20) days and not later than ten (10) days before the date a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should the City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Commission and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Commission makes a finding that Contractor has failed to provide adequate refuse collection service for the City, or has otherwise substantially failed to perform its duties hereunder, the City Commission may terminate this Contract.

15.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

In the event of a disaster, the Contractor will resume service as soon as reasonably possible and after any additional contracts are activated.

16.00 SEVERABILITY

In the event that any provision or portion thereof of any contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or enforceability of any other provision or portion of any contract document.

The Contractor agrees the City has not, and does not, waive any immunities or exemptions, or sovereign or governmental immunity, to which the City, its officers and employees, are entitled by law.

Proposal for Solid Waste Collection and Recycling Services

A Proposal from _____, a corporation duly organized under the laws of the State of Texas.

The undersigned Proposer/Contractor, having carefully read and considered the terms and conditions of the Contract Documents for **Solid Waste Collection and Disposal and Recycling Services for the City of Richmond**, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents as the rates hereinafter set forth.

If this Proposal is accepted, the undersigned Proposer/Contractor agrees, to enter into a Contract with the City of Richmond (“the City”), to complete all services and perform all work in strict conformity with the terms and conditions set forth in the Contract Documents and any laws, statutes, ordinances, rules, or regulations of the City or any governmental agencies or public authorities relating thereto.

Proposer declares that no person(s) or entity(ies) other than those named herein are interested in this Contract; that this Proposal is made without collusion with any other person, firm or corporation; and that no person or persons acting in any official capacity for or employed by the City are directly or indirectly interested in this Proposal/Contract, or in any portion of the profit to be derived thereof, or employed by or in any way an owner of any interest in Proposer.

This Proposal is not required by law to be awarded to the lowest responsible Proposer. Therefore, the City retains the right to award this contract based upon the Proposal which is deemed to be in the best interest of the City. **The term for the operations agreement is for a 10 (ten) year period beginning May 1, 2021.**

In submitting this Proposal, Proposer/Contractor represents, as more fully set forth in the RFP, that Proposer has:

1. Examined the Notice, Request for Proposals, Table of Contents, Instructions to Proposers, General Specifications, Exhibits, Proposal Cost Form, Performance Bond, Contract for Services, Resolution/Ordinance of the City authorizing the work and services, any addenda or changes to the Contract, with all conditions contained therein;
2. Examined the actual size and location where the services are to be performed;
3. Familiarized himself/herself with the legal requirements, including, but not limited to, all federal, state and local laws, ordinances, rules, and regulations;
4. Made such independent investigations as he/she deems necessary;
5. Has satisfied himself/herself as to all conditions affecting cost, progress, or performance of the work and all difficulties that may arise or be encountered in the performance of the work; and
6. Has made his/her bid on the basis of the above examinations, and not on the basis of any representations or promises made to him/her by the City, or any agent of the City.

Proposer agrees as follows:

1. That this Proposal shall remain open and may not be withdrawn for one-hundred and twenty (120) days after the prescribed date of acceptance by the City;
2. That he/she accepts all of the terms and conditions of the RFP, including, without limitation, those dealing with the disposition of his/her Proposal Security;
3. And that, upon acceptance of the Contract, he/she will execute a Contract and will furnish the required Performance Bond and insurance certificates as set forth in the attached Contract Documents.

Scope of work: In accordance with the General Specifications and Contract Documents, Contractor will complete the work for the following in the contract area consisting of single-family and multi-family residential and designated non-residential customers. The City is to decide which alternates, if any, would be selected. Prices shall include all applicable federal, state, county, and city taxes for the following:

1. Refuse collection, including bulky waste collection
2. Curbside recycling collection and processing
3. Green waste collection and processing
4. Disposal, landfill, or processing fees

A. Rate schedule for Residential curbside refuse services, including landfill fees:

Residential (Base Bid)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal TWO times per week , 95-gallon poly cart provided by proposer. Recyclables collected and processed ONE time per week , 95-gallon poly cart provided by Contractor. Green Waste collected and recycled ONE time per week in bags, container, or bundled.	\$	\$

Residential (Alternate Bid #1)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal TWO times per week , 95-gallon poly cart provided by proposer. Recyclables collected and processed ONE time per week , 65-gallon poly cart provided by Contractor. Green Waste collected and recycled ONE time per week in bags, container, or bundled.	\$	\$

Residential (Alternate Bid #2)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal TWO times per week , 65-gallon poly cart provided by proposer. Recyclables collected and processed ONE time per week , 65-gallon poly cart provided by Contractor. Green Waste collected and recycled ONE time per week in bags, container, or bundled.	\$	\$

Residential (Alternate Bid #3)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Automated Solid Waste collection and disposal TWO times per week , 95-gallon poly cart provided by Contractor, only trash inside container will be picked up. Recyclables collected and processed ONE time per week , 95-gallon poly cart provided by Contractor, only recyclables inside container will be picked up. Green Waste collected and recycled ONE time per week in bags, container, or bundled.	\$	\$

Residential (Alternate Bid #4)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Automated Solid Waste collection and disposal TWO times per week , 95-gallon poly cart provided by Contractor, only trash inside container will be picked up. Recyclables collected and processed ONE time per week , 65-gallon poly cart provided by Contractor, only recyclables inside container will be picked up. Green Waste collected and recycled ONE time per week in bags, container, or bundled.	\$	\$

Residential (Alternate Bid #5)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Automated Solid Waste collection and disposal TWO times per week , 65-gallon poly cart provided by Contractor, only trash inside container will be picked up. Recyclables collected and processed ONE time per week , 65-gallon poly cart provided by Contractor, only recyclables inside container will be picked up. Green Waste collected and recycled ONE time per week in bags, container, or bundled.	\$	\$

Residential – Additional Solid Waste Poly Cart Option For Residential Customers		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Poly cart option for residential customer to have additional 95-gallon poly cart for solid waste; provide program materials with proposal and cost if any.	\$	\$

Residential – Recycling Poly Cart Option For Residential Customers		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Poly cart option for residential customer to have an additional 95-gallon poly cart for recycling; provide program materials with proposal and cost if any.	\$	\$

Residential – Solid Waste/Recycling Poly Cart Option For Residential Customers		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Poly cart option for residential customer to choose a 65-gallon poly cart in lieu of the larger 95-gallon poly cart in alternate bids; provide program materials with proposal and cost if any.	\$	\$

Residential – On Demand Bulk Cardboard Recycling		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
On Demand Bulk Cardboard Recycling providing on an on-call basis for quantities of cardboard that are too large to fit in recycle carts.	\$	\$

Residential - Bulky Waste		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Bulky Waste Collection once (1) per month. Collection includes up to five (5) cubic yards of bulky waste.	\$	\$

Residential - Bulky Waste		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Bulky Waste Collection twice (2) per month. Collection includes up to five (5) cubic yards of bulky waste.	\$	\$

Residential - City-Wide Clean Up Event		
Summary of Service	Per Event/per year	Total Cost 5-year contract period
City-wide curbside clean up TWO times per year provide program materials with proposal and cost if any.	\$	\$

Recycling - Commercial and Industrial Properties		
Summary of Service	Per Commercial or Industrial Property (Per Month)	Per Commercial or Industrial Property (Per Year)
Recycling Services for Commercial and Industrial Properties , provide program materials with proposal and cost.	\$	\$

- B. Complete attached Exhibit “B” Rate Schedule for Services to Containerized Commercial and Industrial Units, including landfill fee.** Quantities for estimated units.
- C. Beautification, recycling, and litter awareness program:** The City of Richmond is an affiliate of Keep Texas Beautiful and participates in the Keep Richmond Beautiful Program. As a part of its Proposal, the Contractor will outline a beautification, recycling, and litter education program that will be utilized during the term of this Contract. Mark as **Exhibit “C”** and submit with Proposal. There shall be no charge for this promotional program.
- D. Rate for containers and/or collection vehicles for special events:** The Contractor is to provide one or more collection vehicles on a per hour rate. The hourly rate will include all labor, material, equipment, supervision, maintenance and disposal cost associated with the utilization of the vehicle. Provide unit cost per hour, per collection vehicle with operators on **Proposal Cost Form** under **Additional Work**.
- E. Schedule for fees for storms and other disasters:** In the case of a storm or other disasters where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor shall be paid based on the labor and vehicle rates supplied in the **Proposal Cost Form** under **Additional Work**. For such event, Contractor shall guarantee to provide a minimum number of 25 roll-offs and or a minimum number of 15 vehicles, including crew, at the cost indicated. Contractor shall respond within 48-hour notice. The hourly rate will include all labor, equipment, supervision, maintenance and disposal cost associated with the utilization of the vehicle. The Contractor shall be paid based on the actual number of roll-offs and or vehicles used to perform the services for storms or other disasters.
- F. Rates for tree and brush mulching:** submit hourly cost on **Proposal Cost Form** under **Additional Work**. Contractor will provide a written description of a program for residential tree and brush mulching and mark it as **Exhibit “D”**. Such description will include specifics as to the type of services and equipment available to the City, a proposal timetable for delivering such services, and the cost of such services. The City reserves the right to determine if such a program will be included in the scope of services, or to negotiate with the Contractor to include a modified program, in this Contract.
- G. Contractor’s alternative waste removal and recycling program:** Contractor may, at its sole option, submit an alternate program customized by the Contractor to establish a waste removal and recycling program for the City. This program shall be submitted in addition to the Contractor’s Proposal for Solid Waste Collection and Disposal. The alternative program shall provide complete details explaining the scope of the services in detail and must include a rate schedule. Such alternative program shall be marked as **Exhibit “E”** and submitted with the Proposal.
- H. Additional collection units and hourly work** made part of the Contract after contract execution shall be at the cost per unit in the **Proposal Cost Form**, adjusted for any approved cost increases since the Contract execution. The City may choose not to utilize any or all of the additional work. See **Additional Work** below:

ADDITIONAL WORK		
Description	Bid in Dollars	Unit
Three (3) man crew and truck (provided within 24 hours of request)	\$	Per Hour
Three (3) man crew and truck (provided more than 24 hours after requested)	\$	Per Hour
Two (2) cubic yard bin, including delivery, pickup, and disposal	\$	Each
Three (3) cubic yard bin, including delivery, pickup, and disposal	\$	Each
Four (4) cubic yard bin, including delivery, pickup, and disposal	\$	Each
Six (6) cubic yard bin, including delivery, pickup, and disposal	\$	Each
Eight (8) cubic yard bin, including delivery, pickup, and disposal	\$	Each
Roll-off container, including delivery, pickup, and disposal (indicate size: 40 cubic yards)	\$	Each
Tree and brush mulching, including labor, equipment and disposal (See F above)	\$	Per Hour

Contractor may elect to waive the above charges dependent upon the circumstances or event for which they may arise.

- I. Specifications and Warranty Policy for Poly cart.** Please provide a description of the residential Poly cart specifications including color, size, capacity, manufacturing process, hardware, etc., and the warranty of the residential Poly carts which will be provided with the service, if applicable. See Poly cart definition 1.24, page 2 of the General Specifications. Include an implementation schedule for automation that would be considered aggressive, yet reasonable to achieve. Mark this document, and any attachments, pictures, or other documents relating to this exhibit, as **Exhibit “F”**. The City of Richmond reserves the right to examine a sample container.

CERTIFIED STATEMENT

I, (Name/Title) _____, authorized representative for (Company) _____ hereby certify that all of the following supporting data and statements provided by the Contractor, as required in the City of Richmond’s Request for Proposal for Solid Waste Collection and Disposal and Recycling Services for Residential and Commercial Bid are true and complete and should be used in determining whether our company is a qualified, responsible contractor.

Print Name

Title

Signature

Company Name

Individual Partnership Corporation Joint Venture
Legal Status of Company- circle one

Address

Address

Telephone

E-mail Address

State of Texas
County of _____

Sworn to and subscribed before me on the ___ day of _____, 2021.

Notary Public, State of Texas

Proposal for Solid Waste Collection and Recycling Services

REQUEST FOR PROPOSAL Qualification Checklist

Proposer/Contractor: _____

- _____ 1. Attendance at Pre-proposal Conference
- _____ 2. Each page of Original RFP initialed by Contractor
- _____ 3. Enclosed one (1) original and four (4) copies of completed Proposal
- _____ 4. Proposal Security: Bond _____ or \$50,000 Certified Check _____
- _____ 5. Certificate of Insurance showing limits
- _____ 6. Letter from Surety Co. stating ability to secure performance bond of \$500,000
- _____ 7. Itemized List of Equipment available for use on Contract
- _____ 8. Latest Financial Statement(s)
- _____ 9. Evidence that Contractor is in good standing with State Law
- _____ 10. Evidence that Contractor has been in business for five (5) years with actual operating experience in refuse collection and disposal, recyclables collection and processing
- _____ 11. Completed Proposal Cost Form and following Exhibits:
 - Exhibit "A" – Service Requirements for Municipal Facilities
 - Exhibit "B" – Rate Schedule for services to containerized Commercial and Industrial Units
 - Exhibit "C" – Beautification, recycling, and litter awareness program
 - Exhibit "D" – Tree and brush mulching program
 - Exhibit "E" – Contractor's alternative waste removal and recycling program
 - Exhibit "F" – Specifications and warranty policy for poly cart
- _____ 12. Completed Conflict of Interest Questionnaire (CIQ) form
- _____ 13. All other specific information required by proposal documents

_____ **Qualified** _____ **Disqualified**

Reviewed by: _____

Exhibit A Service Requirements for Municipal Facilities

The Contractor is required to provide the service as indicated below at no additional cost to the City per section 3.04 in General Specifications.

LOCATION	ADDRESS	FREQUENCY OF SERVICE PER WEEK	NUMBER OF BINS	BIN SIZE
Richmond City Hall	402 Morton Street	2x	4	Poly carts
City Hall Annex	600 Morton Street	2x	6	Poly carts
Police Dept	600 Preston Street	2x	1	3 cy
Fire Station	112 Jackson Street	2x	1	6 cy
Fire Station #1	200 Houston St	2x	1	6 cy
Fire Station #2	3643 Richmond Parkway	2x	2	Poly carts
Fire Station #3	11750 Mason Road	2x	1	3 cy
Street Barn	109 N. 8th Street	1x	2	4 cy
Old Vehicle Maintenance	106 N. 2nd Street	As Needed	1	40 yd Roll-off
Ransom Road Water Plant	1605 Richmond Parkway	2x	1	6 cy
Water Barn	110 N. 8th Street	2x	1	6 cy
George Park	2185 Collins Road	2x	4 & 1	6 cy & 8 cy
Clay Park	400 Riveredge	2x	2	Poly Carts
Richmond Regional Wastewater Facility	220 Legion Drive	6x	3	2 cy
Richmond Regional Wastewater Facility	220 Legion Drive	6x	1	3 cy
Vehicle Maintenance	218 Legion Drive	6x	1	6 cy
South Wastewater Facility	5111 Richmond Pkwy	1x	1	2 cy
All Public Garbage Containers	Along Morton St. from 2nd to 7th	1x	N/A	Garbage Containers
Surface Water Plant	5600 Riverwood Dr	1x	1	3 cy

Upon the City's request, Contractor will provide a Recycling Bin placed at an appropriate location.

EXHIBIT "B"

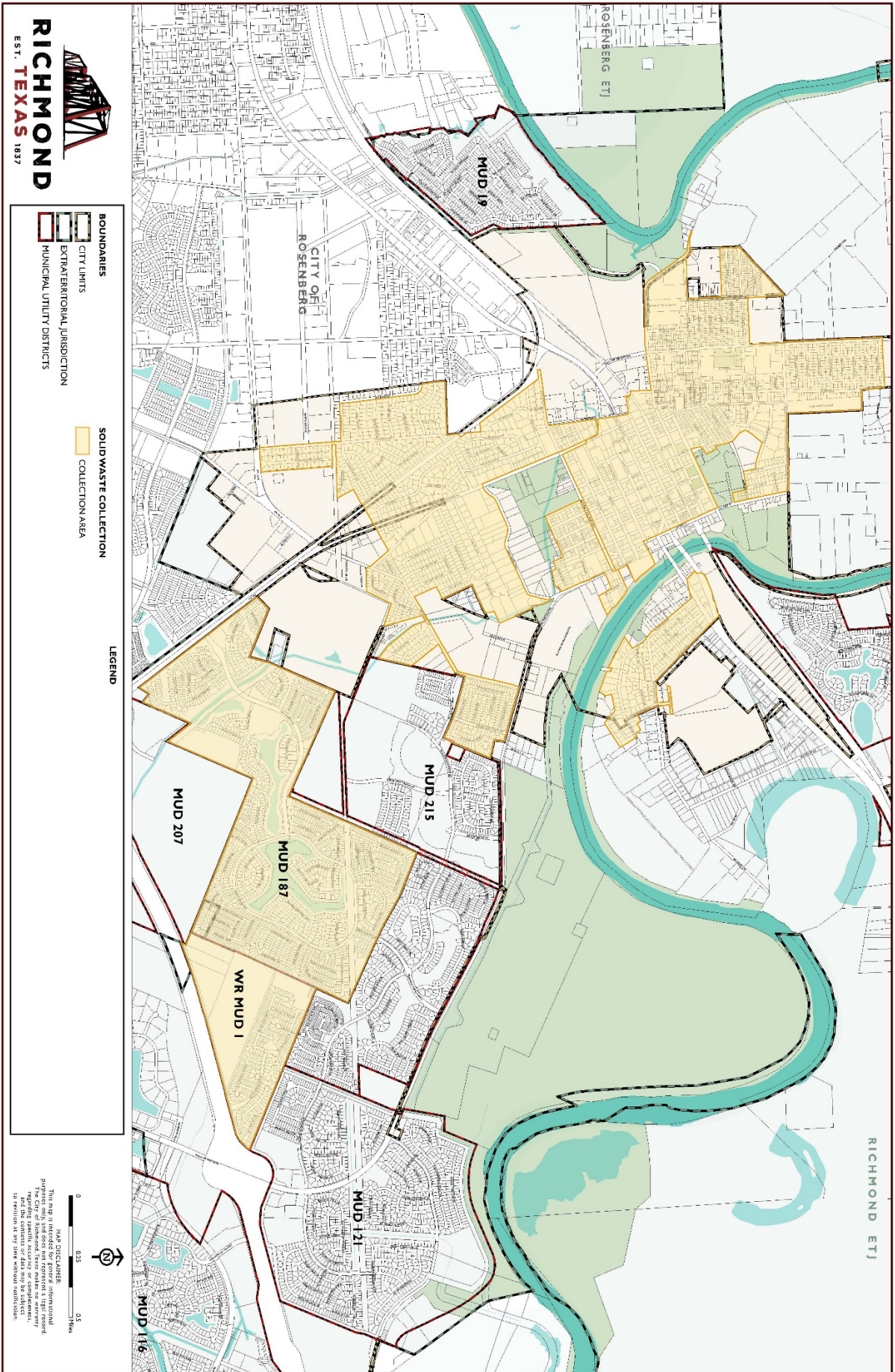
Rate schedule for services to containerized Commercial and Industrial Units, including landfill fee

Commercial Pricing:

CONTAINERIZED SERVICE						
	Frequency Per Week					
	1	2	3	4	5	6
Comm. Light						
Comm. Med						
Comm. Heavy						
2 c.y.						
3 c.y. Rear						
3 c.y. Front						
4 c.y. Front						
6 c.y. Front						
8 c.y. Front						
3 c.y. Apt						
4 c.y. Apt						
6 c.y. Apt						
8 c.y. Apt						
Haul Packer						
ROLL-OFF PRICING						
SIZE	20 Cubic Yard		30 Cubic Yard		40 Cubic Yard	
Delivery Fee Per Container						
Monthly Rental Fee						
Haul & Disposal Fee (each)						
Environmental Impact Fee						
Fuel Surcharge Fee						
TOTAL CHARGE PER HAUL*						
*Does not include the 1-time delivery fee and monthly rental						

Richmond Garbage Collection Map

CITY OF RICHMOND SOLID WASTE COLLECTION PROGRAM



BOUNDARIES

- CITY LIMITS
- EXTRAJURISDICTIONAL JURISDICTION
- MUNICIPAL UTILITY DISTRICTS

SOLID WASTE COLLECTION

- COLLECTION AREA

LEGEND

SCALE

0 0.25 0.5 Miles

MAP DISCLAIMER:
This map is intended for general informational purposes only. The City of Richmond, Texas makes no warranty, and the contents of this map may be subject to revision at any time without notification.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

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

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

COPY

CITY OF RICHMOND

AND

GARBAGE COLLECTION, RESIDENTIAL RECYCLING
AND DISPOSAL CONTRACT

ALLIED WASTE SERVICES aka BFI WASTE SERVICES OF TEXAS, L.P.

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

That the City of Richmond, a municipal corporation of Fort Bend County, Texas, hereinafter called "City", acting herein by and through its duly authorized Mayor and City Secretary, and Allied Waste Services aka BFI Waste Services of Texas, L.P., hereinafter called "Permittee", for and in consideration of the mutual covenants and agreements herein contained do hereby covenant and agree as follows, to-wit:

I.

The City hereby grants to the Permittee a permit to use the public streets, alleys, and thoroughfares within the corporate limits of the City for the purpose of engaging in the business of collecting garbage, trash, refuse, dead animals, lawn and limb clippings, and recycling for a period of five (5) years commencing the 1st day of June, 2006. The City may at its option extend this contract for an additional five (5) year period, provided the Permittee and its Surety accepts the additional optional contract extension and agrees in writing to the additional contract period.

Permittee will comply with federal laws including those regarding discrimination against employees on the basis of handicap.

II.

The Permittee will properly collect and dispose of garbage accumulated on premises within the corporate limits of the City of Richmond on which a charge for such service is made by the City, except Permittee may not pick up any material which is hazardous, highly volatile or toxic.

Recyclable Materials other than by delivery to a Commodity Buyer.

Once collected by Permittee, all recyclable materials shall become the property of Permittee. Permittee shall handle, sell or dispose of such materials and will split the gross revenues of recycled materials fifty percent (50%) to the Permittee and fifty percent (50%) to the City, paid to City monthly.

III.

The Permittee will, at its own cost and expense, furnish all trucks, machinery, equipment, tools, supervision, labor, insurance, and other accessories necessary to efficiently and properly render such collection and disposal service. The Permittee shall use their existing front-load containers and a small number of existing City-owned three-yard rear-load containers. The City of Richmond has the discretion to add or delete three-yard containers as it deems necessary.

IV.

The Permittee shall operate such service in a manner so as to prevent the scattering of garbage and trash from the Permittee's trucks, both within the corporate limits of the City and along the route to the sanitary landfill site.

V.

The Permittee will dispose of all such garbage and trash at a state approved sanitary landfill. Permittee further agrees that it shall comply with all State, Federal, County and Municipal regulations regarding the collection and disposal of garbage.

VI.

The Permittee will make two collections of garbage and trash, one collection of recycle material each week beginning not earlier than 7:00 a.m. on each collection day. Commercial container collection may not begin earlier than 5:00 a.m. Permittee will file with the City Secretary a written schedule and route for such collections, said schedule and route shall not be changed until after twenty (20) days notice of such proposed change has been given by Permittee to the City Secretary and to the affected customers. Permittee will maintain a telephone for receipt of

until notice of such hearing has been given to the Permittee by certified mail, addressed to the Permittee at the address shown on the records of the City and a period of at least ten (10) days has elapsed since the mailing of such notice. Such notice shall specify the time and place of the hearing and shall list the reasons which require the revocation and cancellation of such permit and this contract. The Permittee shall be allowed to be present at such hearing, which shall be public, and shall be allowed to be represented by counsel if the Permittee deems the same advisable. It shall have full opportunity to disprove all charges and allegations set out in the notice against it or its operations. Such hearing shall be conducted by the Commission. If the findings of fact made after such hearing show that the Permittee has failed to conduct such service as herein required, then the Commission may revoke and cancel this contract and same shall become null and void.

IX.

City will, at its own cost and expense, be charged with responsibility of billing and collecting for garbage and trash service rendered by Permittee within said corporate limits.

X.

On or before the tenth day of each month, the City shall pay Permittee at the rates described in the attached Exhibit "A", on accounts actually serviced by the Permittee for the preceding month. Any special single-item pick-up and/or contractor rubbish shall be negotiated between the Permittee and the property owner/tenant and shall not be charged to the City.

A written notice of any price increase for residential units must be submitted to the City six (6) months prior to the expiration date of this contract.

XI.

Permittee shall maintain a \$500,000 Performance Bond in favor of the City of Richmond continuously throughout the term of this contract and shall file proof of same with the City Secretary.

COPY COPY

SOLID WASTE CONTRACT EXTENSION

This **EXTENSION TO THE GARBAGE COLLECTION, RESIDENTIAL RECYCLING AND DISPOSAL CONTRACT** (the "Extension") is made and entered into to be effective as of May 1, 2011, by and between **BFI WASTE SERVICES OF TEXAS, LP D/B/A ALLIED WASTE SERVICES OF TEXAS, LTD.** (hereinafter referred to as "CONTRACTOR") and **THE CITY OF RICHMOND** (hereinafter referred to as "THE CITY").

WHEREAS, CONTRACTOR and THE CITY entered into that certain Solid Waste Collection Contract dated June 1, 2006 (the "Agreement"), and acknowledge such Agreement will expire May 31, 2011, and now desire to extend the Agreement for the additional period of ten (10) years per the original Contract effective June 1, 2006.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, CONTRACTOR and THE CITY hereby agree to the terms and conditions as set forth below:

1. The initial term of this Extension shall be for the period commencing on and including the 1st day of May, 2011, and expiring on the 30th day of April, 2021.
2. This Extension shall modify the Agreement only insofar as it relates to the matters expressed provided herein. All other existing terms and conditions of the Agreement not addressed in this Contract shall remain in full force and effect.
3. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the Incorporated City Limits and with City's solid waste customers within the ETJ, Extra Territorial Jurisdiction, and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect solid waste materials during the term of this Extension.
4. Commencing May 1, 2011, CONTRACTOR will provide Automated collection service utilizing 96 gallon poly carts (contents only). CONTRACTOR agrees to provide one (1) poly cart to each Residence. Bulk pick up will be one (1) time per month and limited to four (4) items.

In addition to the above, the CONTRACTOR may petition the City at any time for additional rate and price adjustments on the basis of unusual changes in its cost of operations (including increases or addition of taxes or fees, such as fuel fees, environmental fees, and landfill disposal charges), and will include significant increases in costs resulting from revised laws, ordinances, or regulations; changes in location of disposal sites or changes in disposal charges; and for other reasons.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, and shall be effective as of the date first specified.

THE CITY OF RICHMOND

REPUBLIC WASTE SERVICES
OF TEXAS, LTD.

By: Hilmar M. Moore

By: _____

Print Name: HILMAR G. MOORE

Print Name: _____

Title: MAYOR

Title: _____

Date: JUNE 20, 2011

Date: _____



City of Richmond

Where History Meets Opportunity

Special Scheduled City Commission Meeting

600 Morton Street
Monday, February 8, 2021 at 9:00 a.m.

- A7. Presentation on Street Lights – Evaluation of existing conditions and process of adding additional streetlights.



City of Richmond

Where History Meets Opportunity

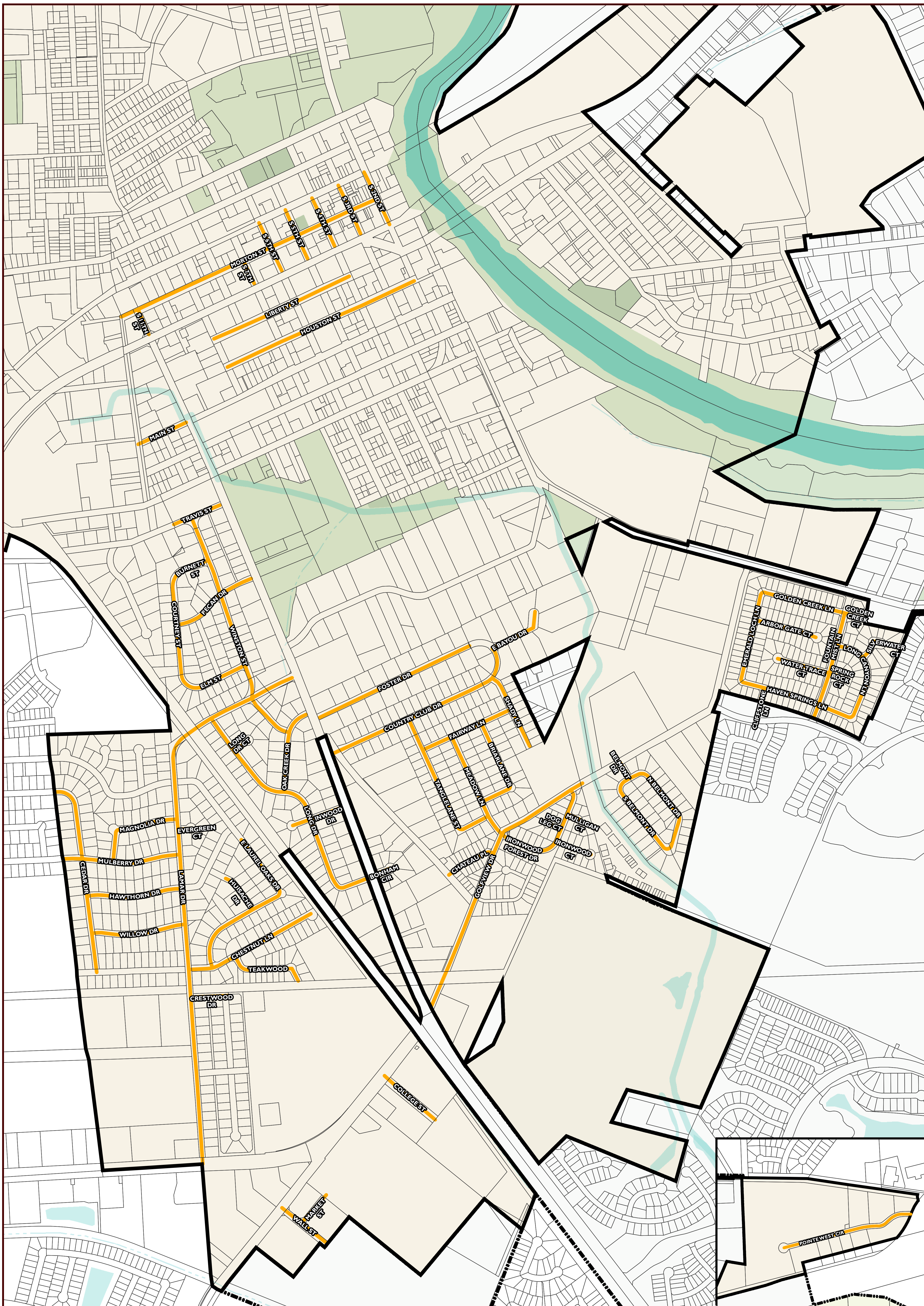
Special City Commission Meeting

600 Morton Street

Monday, February 8, 2021 at 9:00 A.M.

A8. Review and discuss Street Sweeping Contract.

CITY OF RICHMOND STREET SWEEPING



BOUNDARIES		STREETS	
	CITY LIMITS		PAVED STREETS (W/ CURB & GUTTER)
	EXTRATERRITORIAL JURISDICTION		

LEGEND

STREETS

PAVED STREETS (W/ CURB & GUTTER)

0 0.125 0.25 Miles

MAP DISCLAIMER:
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City of Richmond

Where History Meets Opportunity

Special City Commission Meeting

600 Morton Street

Monday, February 8, 2021 at 9:00 A.M.

- A9. Review and consider taking action on awarding contract for the Police Department Renovations.



**CITY COMMISSION
AGENDA ITEM COVER MEMO**

DATE: February 8, 2021

Staff Review:

City Manager _____
City Attorney _____
Finance _____
Fire Department _____
Police Department _____
Public Works _____

AGENDA ITEM: Award of Construction Contract for Police Department Renovations

SUBMITTED BY: Jim Whitehead, Assistant Public Works Director

SYNOPSIS

The Police Department facility has two separate physical buildings joined that form their entire facility. The historical portion of the complex and the “newer” portion, that are joined by a glass covered breeze way. The newer building and the breezeway were constructed over 20 years ago and need repair to stop rainwater intrusion. The historical part of the complex has recently had the slate roof repaired and structural improvements will be addressed in a future project.

COMPREHENSIVE PLAN 2014 GOALS ADDRESSED

Rehabilitate and preserve Richmond’s existing neighborhoods and community assets.

BACKGROUND

The project was bid as two separate work items: Project A included repair and maintenance of all exterior windows on the newer building and Project B included repair and replacement of the glass and glazing for the interconnecting breezeway.

On January 1, 2021, four (4) bids were received for the proposed facility repairs at the PD Complex. The low qualified bidder was BLS Construction with a bid of \$191,389.40 for both projects A and B.

The scope of work:

Project A:

- Remove and reseal caulking for 24 exterior windows and expansion joints
- Remove, repair, and repaint damaged sheet rock, including new window ledges on the interior

Project B:

- **Remove and replace all window glazing (glass)**
- **Waterproof joints**
- **Downspout and gutter repair**
- **Power tool and restore metal frame**
- **Replace damaged ceiling tiles as needed**

The estimated construction time is 60 days from notice to proceed.

The low bidder for the project – Prestige Building Group was not recommended by the Architect due to the following reasons:

Prestige Building Group

- **No references.**
- **Jason Botto on LinkedIn shows the company as Prestige Maintenance & Construction.**
- **5 projects listed but no contact info provided.**
- **No contact information for this firm.**
- **Bid amount seriously low.**
- **15 days to construct – this must be the field work only as the new glass will have a long lead time to fabricate.**

After reviewing the bids and checking references, the project Architect, Freese and Nichols, is recommending approval of the combined bid (projects A and B) from BLS Construction.

BUDGET ANALYSIS

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2021 FUNDS BUDGETED	FY 2021 FUNDS AVAILABLE	AMOUNT REQUESTED

BUDGET AMENDMENT REQUIRED? YES _____ NO _____

Purchasing Review:
Financial/Budget Review:

FORM CIQ: _____
FORM 1295 _____

SUPPORTING MATERIALS

Architect's Letter of Recommendation and Bid Tab

Project location map

STAFF'S RECOMMENDATION

Its Staff's recommendation to authorize the City Manager to execute a construction contract with BLS Construction in the amount of \$191,389.40 for the Police Department Renovations.

City Manager Approval: _____



Innovative approaches
Practical results
Outstanding service

11200 Broadway Street, Suite 2320 • Pearland, Texas 77584 • 832-456-4700 • FAX 817-735-7491

www.freese.com

January 29, 2021

Howard Christian
Director of Public Works
City of Richmond
600 Morton St.
Richmond TX 77469

Re: Richmond Police Department Renovations
Project Re-Bid Results

Howard:

We have reviewed the four bids received on the re-bid of this project. Bids were received from BLS Construction, Prestige Building Group, Environmental & Construction Services (ERC), and Bass Construction Company on 1/28/2021. Attached is a summary of the bid amounts, work duration and our findings from our reference checks.

One bidder, ERC, has chosen to bid only Project A and is insufficient for your needs.

Another bidder, Prestige Building Group, is 35% of the next highest bid and indicates 15 days to complete the work. It appears they either don't understand the full scope required or are anticipating negotiating for change orders to the project. No information or reference contacts were provided and their website had no information of any use to verify their past work.

BLS Construction and Bass Construction both have excellent references from municipal clients and architects. BLS has done a considerable amount of projects for the City of El Campo and Bass has done many projects for the City of Richmond.

Of the two qualified bidders, BLS Construction has a much lower bid for this work.

It is FNI's recommendation to proceed with BLS Construction to negotiate the final terms and contract relative to their bid amount of \$ 191,389.40.

Sincerely,

A handwritten signature in blue ink, appearing to read 'GR', with a long horizontal flourish extending to the right.

Greg Ritenour
Project Manager

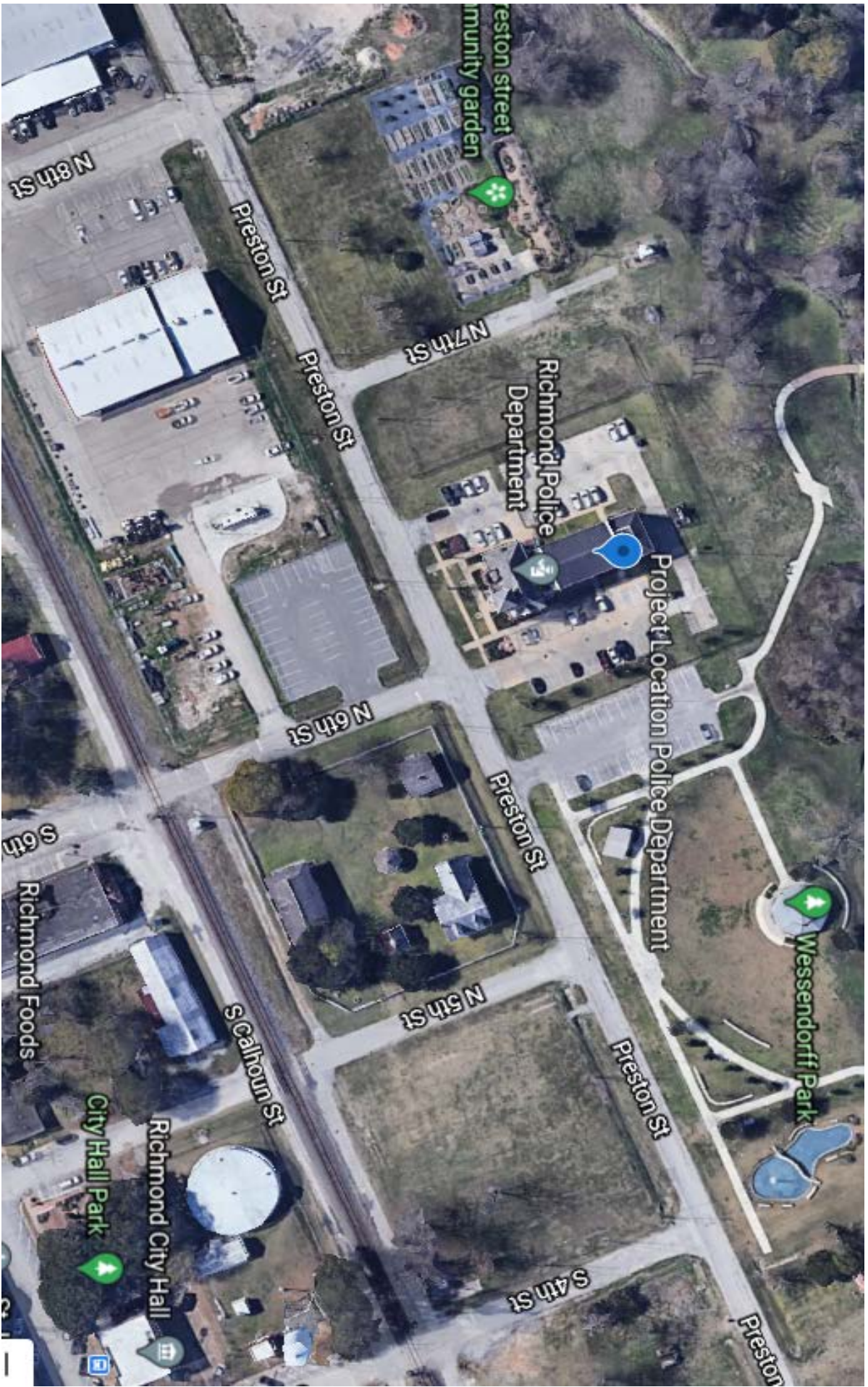
Cc: Jim Whitehead
City of Richmond
Dwayne Mollard
Collaborate Architects



BID OPENING FORM

Owner: City of Richmond, TX
Project: Richmond Police Department Renovations **Project No.:** RCM20228 (MU003)
Engineer: FREESE AND NICHOLS, INC. **Date:** 1/29/2021

Name of Bidder	Addenda Rec'd	Bid Bond Attached	Project Completion Date	Bid Amount	Comments
BLS Construction	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	60 days	Prj A - \$62,841.40 Prj B - \$128,548.00	
Prestige Building Group	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	15 days	Prj A - \$35,000.00 Prj B - \$33,000.00	
Environmental & Construction Services (ERC)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	28 days	Prj A - \$130,581.96 Prj B - no bid	
Bass Construction Company	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	100 days	Prj A - \$73,000.00 Prj B - \$207,000.00	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			





City of Richmond

Where History Meets Opportunity

Special City Commission Meeting

600 Morton Street

Monday, February 8, 2021 at 9:00 A.M.

A10. Adjournment.