

City of Richwood — TEXAS —

CITY COUNCIL MEETING AGENDA

Wednesday, December 14, 2022 at 6:00 PM

Richwood City Hall, 1800 Brazosport Blvd. N.

BE IT KNOWN THAT a City of Richwood City Council will meet Wednesday, December 14, 2022, beginning at 6:00 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

I. CALL TO ORDER

II. INVOCATION

III. PLEDGES OF ALLEGIANCE

IV. ROLL CALL OF COUNCIL MEMBERS

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

A. Budget report, October 2022

B. Appoint William Yearsin to the Crime Control and Prevention District Board.

C. Appoint David Thompson to the Crime Control and Prevention District Board.

VII. EXECUTIVE SESSION

Pursuant to Chapter 551.0745, Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee:

1. Discuss, consider and appoint applicant to fulfill unexpired term for City Council Position 5.

Candidates:

1. Jeremy Fountain

2. Gene Reichert

3. David Thompson

4. William Yearsin

5. Michael Johnson

VIII. ACTION AS A RESULT OF EXECUTIVE SESSION

IX. DISCUSSION AND ACTION ITEMS

A. Discuss and consider approving Resolution 22-R-72, authorizing the submission of an application to the Texas General Land Office (GLO) for Community Development Block Grant - Mitigation (CDBG-MIT) program Method of Distribution (MOD); and authorizing the Mayor and or City Manager to act as the City's Executive Officer and authorized representative in all matters pertaining to the City's participation in the CDBG-MIT MOD.

B. Discuss and consider authorizing the City Secretary to begin accepting bids for Solid Waste Disposal services to be awarded at a later date.

- C. Discussion on status of City Council's request for the Brazoria County District Attorney to obtain Texas Attorney General Opinion regarding City Manager serving as volunteer Reserve Police Officer.
- D. Discussion and possible action regarding the City of Richwood sponsoring the Wreaths Across America Program.
- E. Approve items removed from Consent Agenda.
- X. CAPITAL IMPROVEMENT PROJECTS UPDATE
- XI. CITY MANAGER'S REPORT
- XII. COUNCIL MEMBER COMMENTS & REPORTS
- XIII. MAYOR'S REPORT
- XIV. FUTURE AGENDA ITEMS
- XV. ADJOURNMENT

The City Council may go into Executive Session on any item listed on the Agenda in accordance with Section 551-071 of the Government Code (attorney-client privilege).

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 265-2082 or FAX (979) 265-7345 for further information.

I, Kirsten Garcia, do hereby certify that I did, on December 9, 2022 at 2:00 PM post this notice of meeting on the bulletin board at 1800 N. Brazosport Blvd., Richwood, TX, in compliance with the Texas Open Meetings Law.

Kirsten Garcia, City Secretary
City of Richwood



AGENDA MEMORANDUM – DECEMBER 12, 2022

ITEM # CONSENT

CONTACT: Patricia Ditto, Finance Director

SUBJECT: Monthly Budget Summary Report

SUMMARY: Receive and/or approve the October 2022 Budget Report

BACKGROUND INFORMATION:

The information provided is for the FY 2022-2023 budget period, month ending October 31, 2022. This summary highlights several key points related to the current month's activity for the General Fund and for the Water and Sewer Enterprise Fund. The attached report is unaudited, and this month may include corrections from prior months.

DISCUSSION:

Attached is the budget report for October 2022, which is the first month of Fiscal Year 23. 8.3% of the year has passed. The report reflects the original budget as approved for FY23 as well as the revised budget reflecting all budget amendments approved by council since the original budget was approved. *This budget report is a preliminary report reflecting current year to date figures that are unaudited and may be adjusted at a future time.*

10-General Fund

As of October 31, 2022, General Fund revenues total \$33,321. General Fund expenditures total \$334,498.

Revenue (GF)

Total Revenue collected in the General fund is at 1.03% of budget.

- M & O (Maintenance and Operations) Property tax (including current, delinquent and penalties) received through the end of October is \$3,129. Property tax revenue is just beginning to come in for this fiscal year, which is normal. The majority of property tax revenue will be received between October and January.
- Sales Tax revenue received in October was earned in August. Therefore, it does not show on this budget report as it was included in FY22 revenue.
- Permits and Licenses revenues total \$13,965 this month. Inspection fees collected are \$2,530 while fees paid for inspections have not been paid as of the end of October.

No impact fees have been collected.

- Court revenue for the month is \$105,892.

Expenditures (GF)

Expenditures in the General Fund are currently shown \$9,181.



30-Water, Sewer and Solid Waste Fund

Operating Revenues received through FY23 total \$203,570. Operating expense is \$152,154. October billing included the utility price increase approved by council to take effect 10/1/2022.

RECOMMENDATION: Council to approve October 2022 Budget Summary Report for General Fund and the Water & Sewer Enterprise Fund.

**City of Richwood
Operational Budget Report
10/1/2022 -10/31/2022**

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Revenue							8.3% of year
Taxes	15,446.13	3,129.34	3,129.34	2,960,070.00	2,960,070.00	2,956,940.66	0.11%
Property taxes, including delinquent & penalties	5,116.04	3,129.34	3,129.34	2,039,070.00	2,039,070.00		0.15%
Franchise Taxes	10,330.09	0.00	0.00	196,000.00	196,000.00		0.00%
Sales Tax	0.00	0.00	0.00	725,000.00	725,000.00		0.00%
Licenses and permits	4,688.08	13,964.64	13,964.64	88,250.00	88,250.00	74,285.36	15.82%
Intergovernmental revenue	7,000.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Charges for services - Municipal Bldg Rental	540.00	475.00	475.00	7,000.00	7,000.00	6,525.00	6.79%
Fines and forfeitures	6,123.46	9,180.92	9,180.92	110,000.00	110,000.00	100,819.08	8.35%
Special Revenues	(119.00)	0.00	0.00	1,350.00	1,350.00	1,350.00	0.00%
Interest	21.35	3,396.78	3,396.78	2,500.00	2,500.00	(896.78)	Ahead of Budget
Miscellaneous revenue	2,530.53	3,173.96	3,173.96	50,000.00	50,000.00	46,826.04	6.35%
Inspection Fees	2,530.00	2,530.00	2,530.00	35,000.00	35,000.00		
Miscellaneous Income	0.53	143.96	143.96	10,000.00	10,000.00		
Parks & Recreation - Park Pavillion Rentals	0.00	500.00	500.00	5,000.00	5,000.00		
Total Revenue	36,230.55	33,320.64	33,320.64	3,220,170.00	3,220,170.00	3,186,849.36	1.03%
Expenditures							
General Government Administration							
Personnel & Benefits	30,706.89	30,858.72	30,858.72	471,868.00	471,868.00	441,009.28	6.54%
Supplies	674.76	2,246.43	2,246.43	18,900.00	18,900.00	16,653.57	11.89%
Maintenance & Repair	580.56	334.99	334.99	4,000.00	4,000.00	3,665.01	8.37%
Utilities	1,015.42	1,190.64	1,190.64	14,700.00	14,700.00	13,509.36	8.10%
Professional Services	21,428.69	33,237.61	33,237.61	184,300.00	184,300.00	151,062.39	18.03%
Other Services	13,449.87	19,386.50	19,386.50	71,500.00	71,500.00	52,113.50	27.11%
Capital Equipment	340.98	3,314.25	3,314.25	37,600.00	37,600.00	34,285.75	8.81%
Total Administration	68,197.17	90,569.14	90,569.14	802,868.00	802,868.00	712,298.86	11.28%
Judicial							
Personnel & Benefits	4,386.19	4,795.18	4,795.18	73,735.00	73,735.00	68,939.82	6.50%
Supplies	132.97	0.00	0.00	2,300.00	2,300.00	2,300.00	0.00%
Professional Services	7,680.00	8,260.00	8,260.00	20,350.00	20,350.00	12,090.00	40.59%
Other Services	75.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Total Judicial	12,274.16	13,055.18	13,055.18	97,385.00	97,385.00	84,329.82	13.41%
Permitting & Inspections							
Personnel & Benefits	2,760.00	0.00	0.00	40,000.00	40,000.00	40,000.00	0.00%
Supplies	178.10	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Professional Services	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Permitting & Inspections	2,938.10	0.00	0.00	42,500.00	42,500.00	42,500.00	0.00%
Special Revenue Expenditures							
Supplies	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Special Revenue Expenditures	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total General Government	83,409.43	103,624.32	103,624.32	944,253.00	944,253.00	840,628.68	10.97%
Public Safety							
Police Department							
Personnel & Benefits	53,951.87	67,890.53	67,890.53	872,524.00	872,524.00	804,633.47	7.78%
Supplies	591.93	3,347.73	3,347.73	51,000.00	51,000.00	47,652.27	6.56%
Maintenance & Repair	4,845.85	1,730.69	1,730.69	28,350.00	28,350.00	26,619.31	6.10%
Utilities	757.52	1,157.69	1,157.69	14,500.00	14,500.00	13,342.31	7.98%
Professional Services	5,855.04	5,866.96	5,866.96	159,556.00	159,556.00	153,689.04	3.68%
Other Services	12,928.93	14,232.16	14,232.16	18,200.00	18,200.00	3,967.84	78.20%
Capital Equipment	228.81	187.10	187.10	10,625.00	10,625.00	10,437.90	1.76%
Total Police Department	79,159.95	94,412.86	94,412.86	1,154,755.00	1,154,755.00	1,060,342.14	8.18%
Fire Department							
Personnel & Benefits	7,873.60	2,961.00	2,961.00	38,461.00	38,461.00	35,500.00	7.70%
Supplies	1,489.00	599.58	599.58	19,000.00	19,000.00	18,400.42	3.16%
Maintenance & Repair	2,673.50	0.00	0.00	30,500.00	30,500.00	30,500.00	0.00%
Utilities	76.66	295.51	295.51	5,000.00	5,000.00	4,704.49	5.91%

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% earned/Used
Professional Services	0.00	38,311.00	38,311.00	160,907.00	160,907.00	122,596.00	23.81%
Other Services	12,957.28	13,243.24	13,243.24	27,000.00	27,000.00	13,756.76	49.05%
Capital Equipment	32,712.17	32,712.17	32,712.17	64,712.00	64,712.00	31,999.83	50.55%
Total Fire Department	57,782.21	88,122.50	88,122.50	345,580.00	345,580.00	257,457.50	25.50%
Code Enforcement							
Personnel & Benefits	0.00	0.00	0.00	62,721.00	62,721.00	62,721.00	0.00%
Supplies	0.00	0.00	0.00	2,000.00	2,000.00	(125.00)	Over Budget
Professional Services	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Other Services	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Code Enforcement	0.00	0.00	0.00	67,221.00	67,221.00	65,096.00	0.00%
Total Public Safety	136,942.16	182,535.36	182,535.36	1,567,556.00	1,567,556.00	1,385,020.64	11.64%
Public Works							
City Maintenance							
Personnel & Benefits	8,118.10	5,351.99	5,351.99	112,568.00	112,568.00	107,216.01	4.75%
Supplies	755.85	1,749.82	1,749.82	15,950.00	15,950.00	14,200.18	10.97%
Maintenance & Repair	753.65	1,589.44	1,589.44	36,510.00	36,510.00	34,920.56	4.35%
Utilities	31.34	2,670.29	2,670.29	44,700.00	44,700.00	42,029.71	5.97%
Other Services	2,621.36	2,753.67	2,753.67	10,100.00	10,100.00	7,346.33	27.26%
Capital Equipment	0.00	29,212.00	29,212.00	15,000.00	15,000.00	(14,212.00)	Over Budget
Total City Maintenance	12,280.30	43,327.21	43,327.21	234,828.00	234,828.00	191,500.79	18.45%
Parks and Recreation							
Supplies	120.21	22.15	22.15	3,800.00	3,800.00	3,777.85	0.58%
Maintenance & Repair	1,242.48	889.28	889.28	31,000.00	31,000.00	30,110.72	2.87%
Utilities	0.00	310.89	310.89	4,000.00	4,000.00	3,689.11	7.77%
Other Services	2,343.78	3,788.82	3,788.82	18,050.00	18,050.00	14,261.18	20.99%
Total Parks and Recreation	3,706.47	5,011.14	5,011.14	56,850.00	56,850.00	51,838.86	8.81%
Emergency/Disaster							
Contract Labor	140,460.90	0.00	0.00	0.00	0.00	0.00	Over Budget
Total Emergency/Disaster	140,460.90	0.00	0.00	0.00	0.00	0.00	0.00%
Miscellaneous	38,208.36	0.00	0.00	10,000.00	10,000.00	10,000.00	0.00%
Development Agreements	0	0	0	10,000.00	10,000.00	10,000.00	0.00%
Total Expenditures	415,007.62	334,498.03	334,498.03	2,813,487.00	2,813,487.00	2,478,988.97	11.89%
Other Financing Sources and Uses							
Sources							
Transfers In	0.00	15,000.00	15,000.00	590,000.00	590,000.00	575,000.00	2.54%
Total Sources	0.00	15,000.00	15,000.00	590,000.00	590,000.00	575,000.00	2.54%
Uses							
Transfers Out	454,128.00	329,000.00	329,000.00	904,000.00	904,000.00	575,000.00	36.39%
Total Uses	454,128.00	329,000.00	329,000.00	904,000.00	904,000.00	575,000.00	36.39%
Total Other Financing Sources and Uses	(454,128.00)	(314,000.00)	(314,000.00)	(314,000.00)	(314,000.00)	0.00	100.00%
Total - 10 GENERAL FUND	(832,905.07)	(615,177.39)	(615,177.39)	92,683.00	92,683.00	707,860.39	Ahead of Budget

City of Richwood Operational Budget Report 10/1/2022 -10/31/2022							
30 Water & Sewer Enterprise Fund	Prior YTD	Current Period	Current YTD	Annual Budget	Revised Budget	Remaining Budget	% Earned/Used
Net Operating Income (Loss)							
Operating income							8.3% of year
Sewer Department	70,566.10	76,104.93	76,104.93	956,700.00	956,700.00	880,595.07	7.95%
Water Department	92,942.66	99,227.63	99,227.63	1,381,600.00	1,381,600.00	1,282,372.37	7.18%
Solid Waste Department	26,307.90	28,236.96	28,236.96	325,000.00	325,000.00	296,763.04	8.69%
Total Operating income	189,816.66	203,569.52	203,569.52	2,663,300.00	2,663,300.00	2,459,730.48	7.64%
Operating expense							
Sewer Department							
Personnel & Benefits	13,262.04	12,801.64	12,801.64	184,767.00	184,767.00	171,965.36	6.93%
Supplies	278.71	566.11	566.11	10,200.00	10,200.00	9,633.89	5.55%
Maintenance & Repair	507.50	1,387.02	1,387.02	73,940.00	73,940.00	72,552.98	1.88%
Professional Services	10,730.40	0.00	0.00	580,000.00	580,000.00	580,000.00	0.00%
Other Services	3,936.79	3,872.72	3,872.72	5,400.00	5,400.00	1,527.28	71.72%
Total Sewer Department	28,715.44	18,627.49	18,627.49	854,307.00	854,307.00	835,679.51	2.18%
Water Department							
Personnel & Benefits	12,569.31	17,580.16	17,580.16	221,306.00	221,306.00	203,725.84	7.94%
Supplies	2,014.62	1,988.30	1,988.30	24,500.00	24,500.00	22,511.70	8.12%
Maintenance & Repair	3,739.64	23,169.66	23,169.66	134,400.00	134,400.00	111,230.34	17.24%
Utilities	1,296.84	5,208.63	5,208.63	71,900.00	71,900.00	66,691.37	7.24%
Professional Services	10,176.33	38,061.78	38,061.78	58,000.00	58,000.00	19,938.22	65.62%
Other Services	34,993.76	47,217.23	47,217.23	405,200.00	405,200.00	357,982.77	11.65%
Capital Equipment	300.77	300.77	300.77	3,610.00	3,610.00	3,309.23	8.33%
Total Water Department	65,091.27	133,526.53	133,526.53	918,916.00	918,916.00	785,389.47	14.53%
Solid Waste Department							
Professional Services	0.00	0.00	0.00	280,000.00	280,000.00	279,892.00	0.00%
Total Solid Waste Department	0.00	0.00	0.00	280,000.00	280,000.00	280,000.00	0.00%
Total Operating expense							
	93,806.71	152,154.02	152,154.02	2,053,223.00	2,053,223.00	1,901,068.98	7.41%
Total Net Operating Income (Loss)	96,009.95	51,415.50	51,415.50	610,077.00	610,077.00	558,661.50	8.43%
Non-Operating Items							
Non-operating income							
Interest income	0.00	7.26	7.26	500.00	500.00	492.74	1.45%
Grants	0.00	0.00	0.00	0.00	0.00	0.00	At Budget
Other income	14.06	220.52	220.52	1,000.00	1,000.00	779.48	not budgeted
Transfers In	10,000.00	0.00	0.00	37,000.00	37,000.00	37,000.00	0.00%
Total Non-operating income	10,014.06	227.78	227.78	38,500.00	38,500.00	38,272.22	0.59%
Non-operating expense							
Debt Service	0.00	0.00	0.00	363,615.00	363,615.00	363,615.00	0.00%
Transfers Out	56,000.00	0.00	0.00	56,000.00	56,000.00	56,000.00	0.00%
Total Non-operating expense	56,000.00	0.00	0.00	419,615.00	419,615.00	419,615.00	0.00%
Depreciation Expense	21,855.34	0.00	0.00	350,000.00	350,000.00	350,000.00	0.00%
Total Non-Operating Items	(67,841.28)	227.78	227.78	(731,115.00)	(731,115.00)	731,342.78	Ahead of Budget
Total - 30 Water & Sewer Enterprise Fund	28,168.67	51,643.28	51,643.28	(121,038.00)	(121,038.00)	172,681.28	Ahead of Budget

***Depreciation not yet calculated



December 8, 2022

Mayor and City Council
City of Richwood
1800 Brazosport Boulevard
Richwood, Texas 77531

RE: CITY OF RICHWOOD CDBG-MIT MOD APPLICATION

Dear Mayor and City Council:

Please allow this letter, and the detail contained within, to serve as the basis for discussion for the City's application in the upcoming Community Development Block Grant – Mitigation (CDBG-MIT) Program's Method of Distribution (MOD). The project consists of drainage, street, and water improvements along Quail Run, 4 Oaks Street, and Briarcreek Street. The enclosed documents detail the project area, project scope, and project budget. The final application budget is presented below:

<u>Activity</u>	<u>Grant</u>	<u>Match</u>	<u>Total</u>
Construction	\$2,001,304.35	\$0.00	\$2,001,304.35
Engineering	\$300,195.65	\$0.00	\$300,195.65
Administration	\$150,000.00	\$0.00	\$150,000.00
Environmental	\$5,000.00	\$0.00	\$5,000.00
Total	\$2,456,500.00	\$0.00	\$2,456,500.00

In addition, the following items are included for final approval and authorization to submit this application to the Texas General Land Office (GLO) on or before January 9, 2023:

- Application Resolution
- SF-424 Form (requires signature)
- Local Certification (requires signature)

The approved application resolution and the forms requiring signatures will need to be completed and sent back to me for inclusion with the official application material.

Respectfully,

Patrick K. Wiltshire
President



November 9, 2022

Mr. Thomas Quintero, Project Manager/GIS Technician
Public Management, Inc.
15355 Vantage Parkway West, Suite 360
Houston, TX 77032

Re: Community Development Block Grant-Mitigation (CDBG-MIT)
Method of Distribution (MOD) Application
City of Richwood, Texas (City)

Dear Mr. Quintero:

The City is submitting an application to the CDBG-MIT MOD funding to reconstruct Quail Run, 4 Oaks Street, and Briarcreek Street. The street reconstruction will include the following items of work:

- 7,725 square yards (SY) of 6-inch reinforced concrete pavement with concrete curb and gutter
- 8,505 SY of reworking base course material at an 8-inch minimum thickness
- 370 tons of lime stabilization of base material at an 8-inch minimum thickness
- 2,100 SY of 6-inch reinforced concrete driveway pavement
- 3,000 linear feet (LF) of storm sewer
- 24 curb inlets and storm sewer structures
- 4,100 LF of water main
- 51 water service lines
- Six fire hydrants
- Traffic control
- Site restoration

Currently, the existing concrete streets are in poor condition and are inundated up to 3 feet during intense rain events. Adjacent to the existing concrete streets are aged water mains. The proposed improvements will improve the existing drainage by conveying it via an underground storm sewer system and outfalling the storm sewer structures to a recently improved drainage ditch. The project will improve the condition of the street by reworking and stabilizing the base material and performing a full street reconstruction. A uniform street section coupled with the addition of an underground storm sewer system will help to convey stormwater away from adjacent homes during future flooding disasters and lessen street inundation during intense rain events. The proposed water main improvements will replace aging water main infrastructure. The proposed improvements will benefit the residents along Quail Run, 4 Oaks Street, and Briarcreek Street as shown as the beneficiary area on the enclosed project location map. Also enclosed is the Budget Justification of Retail Costs for referencing projected project costs.

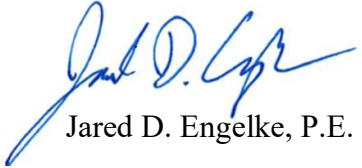
TBPE No. F-8405
TBPLS No. 10030000

Mr. Thomas Quintero, Project Manager/GIS Technician
Public Management, Inc.
Page 2
November 9, 2022

Please call 979-836-7937 should you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Jared D. Engelke, P.E.

Enclosures

c/enc: Clif Custer, Director of Public Works, City of Richwood

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL OF RICHWOOD, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS GENERAL LAND OFFICE (GLO) FOR COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION (CDBG-MIT) PROGRAM METHOD OF DISTRIBUTION (MOD); AND AUTHORIZING THE MAYOR AND/OR CITY SECRETARY TO ACT AS THE CITY'S EXECUTIVE OFFICER(S) AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) PROGRAM METHOD OF DISTRIBUTION (MOD).

WHEREAS, Hurricane Harvey (DR-4332) severely impacted the City of Richwood; and

WHEREAS, The City of Richwood desires to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

WHEREAS, The City of Richwood desires a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, The City of Richwood aims to Affirmatively Further Fair Housing by identifying projects that overcome or do not increase patterns of residential segregation based on race, color, religion, national origin, sex, disability or family status;

WHEREAS, it is necessary and in the best interests of the City of Richwood to apply for funding under the Community Development Block Grant – Mitigation (CDBG-MIT) Program Method of Distribution (MOD);

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

1. That a Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Fund application is hereby authorized to be filed by the City of Richwood with the General Land Office for the mitigation efforts under Hurricane Harvey State Competition.
2. That the projects detailed within the application will address drainage, street, and water improvements along Quail Run, 4 Oaks Street, and Briarcreek Street which were identified as a risk due to Hurricanes/Tropical Storms/Tropical Depressions and Riverine Flooding, thereby placing undue and certain health and safety risks on residents.
3. That the CDBG-MIT MOD Application request amount be filed for **\$2,456,500.00**
4. That the total project cost is **\$2,456,500.00** to include construction, engineering, acquisition, and administration services.
5. That the City Council directs and designates the Mayor and/or City Manager as the City's Chief Executive Officer(s) and Authorized Representative to act in all matters in connection with this

application and the City's participation in the Community Development Block Grant - Mitigation (CDBG-MIT) Program Method of Distribution (MOD).

- 6. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, fair housing, and civil rights requirements.

Passed and approved this ____ day of _____, 2022.

MAYOR

ATTEST:

CITY SECRETARY

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: 01/09/2023	4. Applicant Identifier: <input type="text"/>
-----------------------------------	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: City of Richwood	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-1710549	* c. UEI: MME4VJJKQEM7

d. Address:

* Street1:	1800 Brazosport Boulevard
Street2:	<input type="text"/>
* City:	Richwood
County/Parish:	<input type="text"/>
* State:	TX: Texas
Province:	<input type="text"/>
* Country:	USA: UNITED STATES
* Zip / Postal Code:	77531-0000

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.	* First Name: Eric
Middle Name: <input type="text"/>	
* Last Name: Foerster	
Suffix: <input type="text"/>	

Title: City Manager

Organizational Affiliation:
Administration

* Telephone Number: 9792652082	Fax Number: <input type="text"/>
--------------------------------	----------------------------------

* Email: efoerster@richwoodtx.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

United States Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.228

CFDA Title:

Community Development Block Grant - Mitigation (CDBG-MIT)

*** 12. Funding Opportunity Number:**

FR-6109-N-02

* Title:

Community Development Block Grant - Mitigation (CDBG-MIT)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Flood and Drainage Activities, Water Improvements. Area Benefit.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:
* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,456,537.52"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,456,537.52"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**
 a. This application was made available to the State under the Executive Order 12372 Process for review on .
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.
 c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**
 Yes No
 If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**
 ** I AGREE
 ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:
 Prefix: * First Name:
 Middle Name:
 * Last Name:
 Suffix:
 * Title:
 * Telephone Number: Fax Number:
 * Email:

* Signature of Authorized Representative: * Date Signed:



**CDBG-MIT: Budget Justification of Retail Costs
(Former Table 2)**

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

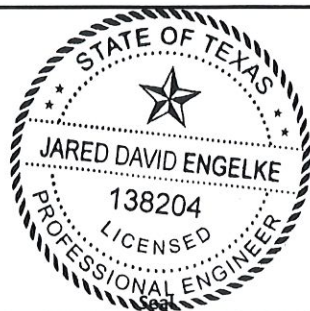
Applicant/Subrecipient: City of Richwood						
Site/Activity Title: CDBG-MIT MOD Alloc						
Eligible Activity: Paving, Drainage, and W						
Materials/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Acquisition	Total
Mobilization.	\$ 100,000.00	LS	1	\$ 100,000.00	\$ -	\$ 100,000.00
Storm Water Pollution Prevention Plan (SWPPP).	\$ 6,000.00	LS	1	\$ 6,000.00	\$ -	\$ 6,000.00
Remove and Dispose of Existing Concrete Roadway Pavement.	\$ 15.00	SY	7,725	\$ 115,875.00	\$ -	\$ 115,875.00
Remove and dispose of Ex. Concrete Driveway Pavement.	\$ 15.00	SY	2,100	\$ 31,500.00	\$ -	\$ 31,500.00
Construct a 24-foot-wide, 6-inch Reinforced Concrete Pavement Section with Curb and Gutter.	\$ 63.00	SY	7,725	\$ 486,675.00	\$ -	\$ 486,675.00
Lime Stabilization of materials in place (8-inch).	\$ 5.27	SY	8,505	\$ 44,821.35	\$ -	\$ 44,821.35
Lime Treatment (Road Mixed); 12% by dry weight assumed for Quantity Estimating Purposes.	\$ 201.00	TON	370	\$ 74,370.00	\$ -	\$ 74,370.00
Construct a 6-inch thick Reinforced Concrete Driveway Pavement.	\$ 77.53	SY	2,100	\$ 162,813.00	\$ -	\$ 162,813.00
Install Reinforced Concrete Pipe Storm Sewer, Ranging from 18 to 48 Inches.	\$ 125.00	LF	3,000	\$ 375,000.00	\$ -	\$ 375,000.00
Install Curb Inlets and Storm Sewer Structures.	\$ 5,500.00	EA	28	\$ 154,000.00	\$ -	\$ 154,000.00
Excavation, Embankment, and Grading.	\$ 4,000.00	LS	1	\$ 4,000.00	\$ -	\$ 4,000.00
Abandon Existing Water Main In Place.	\$ 3,000.00	LS	1	\$ 3,000.00	\$ -	\$ 3,000.00
6-Inch AWWA C-900 DR 18 PVC Water Main by Directional Boring.	\$ 125.00	LF	400	\$ 50,000.00	\$ -	\$ 50,000.00
6-Inch AWWA C-900 DR 18 PVC Water Main by Open Cut.	\$ 67.50	LF	3,700	\$ 249,750.00	\$ -	\$ 249,750.00
Water Service Reestablishment (does not include meter or box).	\$ 1,750.00	EA	51	\$ 89,250.00	\$ -	\$ 89,250.00
Install Fire Hydrant Unit.	\$ 6,880.00	EA	6	\$ 41,280.00	\$ -	\$ 41,280.00
Traffic Control.	\$ 8,000.00	LS	1	\$ 8,000.00	\$ -	\$ 8,000.00
Site Restoration, Seeding, and Cleanup.	\$ 4,970.00	LS	1	\$ 4,970.00	\$ -	\$ 4,970.00
TOTAL				\$ 2,001,304.35	\$ -	\$ 2,001,304.35

1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.

Operation and maintenance costs associated with the proposed activities are not anticipated within the first 10 years.

2. Identify and explain any special engineering activities.

None.



Date:	11/9/2022
Phone Number:	979-836-7937

Signature of Registered Engineer/Architect
Responsible For Budget Justification:



Water Improvements

- Existing Water Main
- Proposed Water Main
- + Hydrant

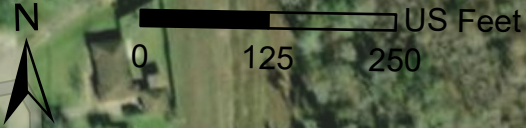
Spatial Reference: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet
Imagery: Maxar, Microsoft, Community Maps Contributors, Brazoria County, Texas Parks & Wildlife © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Four Star, GateGraph



Drainage Improvements

-  Ditch Construction
-  Ditch Improvements
-  Storm Sewer

Spatial Reference: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet
Imagery: Maxar, Microsoft, Community Maps Contributors, Brazoria County, Texas Parks & Wildlife © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Fourstar, GateGraph



Street Improvements
Street Improvements

Spatial Reference: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet
Imagery: Maxar, Microsoft, Community Maps Contributors, Brazoria County, Texas Parks & Wildlife © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Fourmap, GateGraph



**Texas General Land Office
Community Development and Revitalization Division
Mitigation – Local Certifications**

Each Applicant for Community Development Block Grant Mitigation ("CDBG-MIT") funding must complete Federal Assistance Standard Form 424 (SF-424) and certify that local certifications included in this application guide were followed in the preparation of any CDBG-MIT program application. Additionally, Applicant must certify that it will continue to follow local certifications in the event that funding is awarded and Applicant is reclassified as a Subrecipient.

Each Applicant/Subrecipient must comply with the provisions of the National Environmental Policy Act ("NEPA"), the Council on Environmental Quality ("CEQ") regulations, the requirements set forth in Title 24 of the Code of Federal Regulations ("CFR") part 58, and applicable Texas General Land Office policy directives.

Each Applicant/Subrecipient must comply with all applicable federal and state laws, including environmental, labor (Davis-Bacon Act), the procurement procedures and contract requirements found at 2 C.F.R. §200.318 – §200.326, and all civil rights requirements.

Each Applicant/Subrecipient certifies, as outlined in 84 FR 45838 (August 30,2019), the following:

A. The Applicant/Subrecipient certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with CDBG-MIT funds.

B. The Applicant/Subrecipient certifies its compliance with restrictions on lobbying as required by 24 C.F.R. part 87, together with disclosure forms, if required by part 87.

C. Any entity or entities designated by the subrecipient, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG-MIT funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and the federal register notice. The subrecipient certifies that activities to be undertaken with CDBG-MIT funds are consistent with the Action Plan.

D. The Applicant/Subrecipient certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Act ("URA"), as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for CDBG-MIT funds.

E. The Applicant/Subrecipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and implementing regulations at 24 C.F.R. part 135.

F. The Applicant/Subrecipient certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR §91.115 or §91.105 (except as provided for in notice Section IX, Item A. waivers and alternative requirements for this grant). Also, each local government receiving assistance from a state grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR §570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).

G. The Applicant/Subrecipient certifies that it is complying with each of the following criteria:

1) Funds will be used solely for necessary expenses related to mitigation activities, as applicable, in the most impacted and distressed areas for which the President declared a major disaster in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. §5121 et seq.).

2) With respect to activities expected to be assisted with CDBG-MIT funds, the relevant action plan has been developed to give priority to activities that will benefit low- and moderate-income families.

3) The aggregate use of CDBG-MIT funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the CDBG-MIT grant amount is expended for activities that benefit such persons.

4) The Applicant/Subrecipient will not attempt to recover any capital costs of public improvements assisted with CDBG-MIT funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

i. CDBG-MIT funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or

ii. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

H. The Applicant/Subrecipient certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), the Fair Housing Act (42 U.S.C. §3601-§3619), and implementing regulations, and that it will affirmatively further fair housing.

I. The Applicant/Subrecipient certifies that it has adopted and is enforcing the following policies, and, in addition, must certify that they will require local governments that receive grant funds to certify that they have adopted and are enforcing:

1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;

2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

J. The Applicant/Subrecipient certifies that it (and any administering entity) currently has or will develop and maintain the capacity to carry out mitigation activities, as applicable, in a timely manner and that the subrecipient has reviewed the respective requirements of this notice.

K. The Applicant/Subrecipient certifies that it will not use CDBG-MIT funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the state, local, or tribal government or delineated as a Special Flood Hazard Area (or 100-year floodplain) in FEMA’s most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 C.F.R. part 55. The relevant data source for this provision is the state, local, and tribal government land use regulations and hazard mitigation plans and the latest-issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

L. The Applicant/Subrecipient certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, I, K, and R.

M. The Applicant/Subrecipient certifies that it will comply with environmental requirements at 24 CFR part 58.

N. The Applicant/Subrecipient certifies that it will comply with applicable laws.

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. §287; 18 U.S.C. §1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, §1001.

Printed Name of Authorized Signatory

Date

Signature of Authorized Signatory

RESOLUTION 2022-R-72

A RESOLUTION OF THE CITY COUNCIL OF RICHWOOD, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS GENERAL LAND OFFICE (GLO) FOR COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION (CDBG-MIT) PROGRAM METHOD OF DISTRIBUTION (MOD); AND AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER(S) AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) PROGRAM METHOD OF DISTRIBUTION (MOD).

WHEREAS, Hurricane Harvey (DR-4332) severely impacted the City of Richwood; and

WHEREAS, The City of Richwood desires to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

WHEREAS, The City of Richwood desires a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, The City of Richwood aims to Affirmatively Further Fair Housing by identifying projects that overcome or do not increase patterns of residential segregation based on race, color, religion, national origin, sex, disability or family status;

WHEREAS, it is necessary and in the best interests of the City of Richwood to apply for funding under the Community Development Block Grant – Mitigation (CDBG-MIT) Program Method of Distribution (MOD);

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

1. That a Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Fund application is hereby authorized to be filed by the City of Richwood with the General Land Office for the mitigation efforts under Hurricane Harvey State Competition.
2. That the projects detailed within the application will address drainage, street, and water improvements along Quail Run, 4 Oaks Street, and Briarcreek Street which were identified as a risk due to Hurricanes/Tropical Storms/Tropical Depressions and Riverine Flooding, thereby placing undue and certain health and safety risks on residents.
3. That the CDBG-MIT MOD Application request amount be filed for **\$2,456,500.00**
4. That the total project cost is **\$2,456,500.00** to include construction, engineering, acquisition, and administration services.
5. That the City Council directs and designates the Mayor and/or City Manager as the City's Chief Executive Officer(s) and Authorized Representative to act in all matters in connection with this application and the City's participation in the Community Development Block Grant – Mitigation (CDBG-MIT) Program Method of Distribution (MOD).
6. That all funds will be used in accordance with all applicable federal, state, local and

programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, fair housing, and civil rights requirements.

PASSED AND APPROVED on this 14th day of December 2022.

Steve Boykin, Mayor

ATTEST:

Kirsten Garcia, City Secretary

City of Richwood — TEXAS —

AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: SOLID WASTE BID ADVERTISEMENT

SUMMARY:

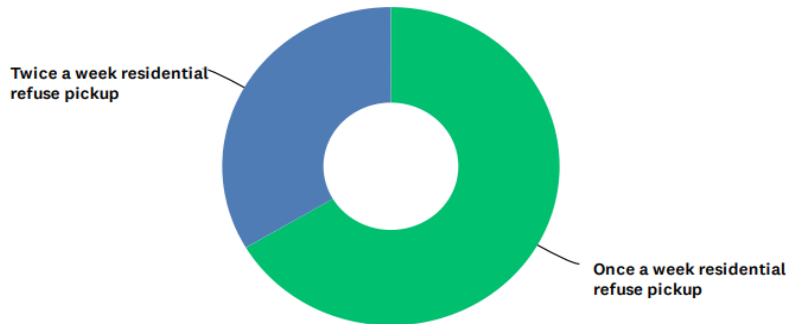
Based on feedback from Council in the November meeting regarding the upcoming RFP advertisement for solid waste services, staff put out a survey on Survey Monkey to receive feedback from residents on different frequencies and amounts of solid waste pickup.

BACKGROUND INFORMATION:

Richwood’s service contract with Waste Connections will expire September 30th, 2023. The City of Richwood must advertise an RFP for future solid waste services. Utilizing feedback from Council in the November meeting staff engaged Richwood residents via a survey through Survey Monkey requesting residents’ feedback on frequency of residential refuse and recycling pickup as well as heavy trash quantities. The result from that survey is as follows:

Q1 Richwood’s current solid waste service includes once a week residential refuse pickup. In the next contract agreement, would you as a resident like to receive:

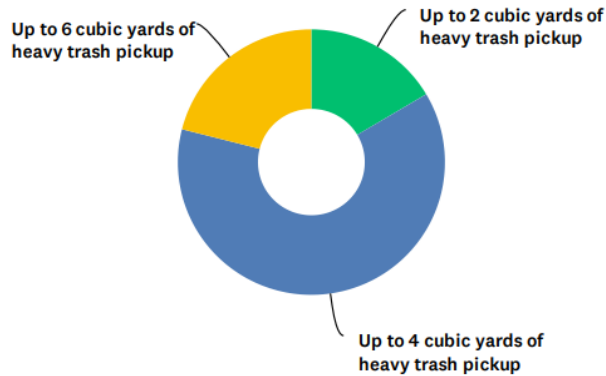
Answered: 176 Skipped: 0



ANSWER CHOICES	RESPONSES	
Once a week residential refuse pickup	66.48%	117
Twice a week residential refuse pickup	33.52%	59
TOTAL		176

Q2 Richwood's current residential heavy trash service includes one (1) monthly pickup of up to 4 cubic yards of debris. In the next contract agreement, would you as a resident like to receive:

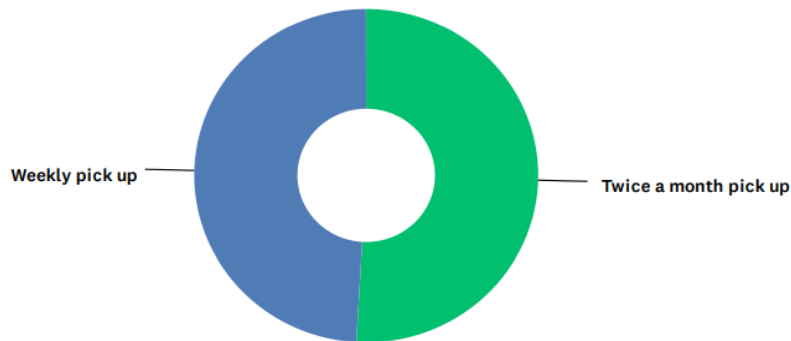
Answered: 176 Skipped: 0



ANSWER CHOICES	RESPONSES	
Up to 2 cubic yards of heavy trash pickup	16.48%	29
Up to 4 cubic yards of heavy trash pickup	62.50%	110
Up to 6 cubic yards of heavy trash pickup	21.02%	37
TOTAL		176

Q3 Richwood's current residential recycling service includes two (2) monthly pickups, every other week. In the next contract agreement, would you as a resident like to receive:

Answered: 163 Skipped: 13



ANSWER CHOICES	RESPONSES	
Twice a month pick up	50.92%	83
Weekly pick up	49.08%	80
TOTAL		163

ISSUE:

Rising costs of goods and services has been an ongoing issue for the past year and a half. With the advertisement for RFP, Richwood can be fairly certain that the overall costs illustrated within a new solid waste service contract will increase. Concerns have been voiced regarding increasing costs once the City of Richwood enters into a service contract with a contractor.

Due to these concerns, I recommend that Council meet with contractors in an open meeting after RFQ's are reviewed in order to address contractors with any concerns on rising costs of volatile goods such as fuel.

FISCAL IMPACT:

None

RECOMMENDATION:

I recommend that current language within the previous RFQ be reviewed by the City Attorney and amendments be made to illustrate:

- Once a week residential refuse pickup.
- Once a month heavy trash pickup up to 4 cubic yards in quantity per residential address.
- Twice a month residential recycle pickup.
- Bid Alternate that includes twice a week residential refuse pickup and weekly residential recycle pickup, while keeping heavy trash pickup consistent with the current service agreement.

I recommend that Council leave commercial refuse to be handled solely by the contractor. I recommend that Council consider removing "First Right of Refusal" regarding roll-off services from any future service contract. I recommend that council include language in the RFQ illustrating a contract duration of no less that 5 years with an option of two one-year extensions.

City of Richwood
RFP #18-006P
Solid Waste Collection & Disposal

1. Introduction:

The City of Richwood is soliciting proposals from interested and qualified companies for services for residential and commercial waste collection, transport, and disposal of municipal solid waste, including bulky waste from within the city limits to a disposal or processing site identified by the Applicant. The proposal shall include the cost of collection, transport, and disposal of solid waste and all such residues or byproducts of such disposal processing and treatment. It is the intent of the City to select a single company to accomplish all services outlined in this RFP.

1.1 Clarification and Interpretation of RFP

1.1.1 The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2 The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the proposer’s products and services as they compare to other providers and as they pertain to the needs of the City’s organization as defined in this document.

2. Background Information:

2.1 Location

The City serves an area of approximately 5 square miles with a population of approximately 6,000 and is located in Brazoria County, 52 miles south of Houston, and approximately 16 miles from the Gulf Coast.

City Infrastructure

The City is organized into six (6) departments and provides a full range of municipal services to its citizens including fire (volunteer department) and police protection, municipal court facilities, water and sanitary sewer utilities, the construction of streets, drainage and other infrastructure, recreational activities, and other facilities used for various cultural and civic activities. The City utilizes the services of a contractor in order to provide solid waste collection services and residential recycling.

2.2 Solid Waste Collection & Disposal

The City of Richwood (“the City”) is requesting proposals from interested and qualified contractors (“Applicants”) to provide the City with residential and commercial solid waste collection, transport, and disposal or processing (“Project”) within the city limits.

3. Scope of Work:

3.1 General

The City Council is dedicated to responsive and customer-focused solid waste services for the citizens of the City of Richwood. The City of Richwood is interested in proposal from companies with a strong commitment to excellent customer service, which will work well with the City Council, and promote and support core values of trust, teamwork, effective communication, professionalism, and quality of life. The ideal company will be customer- focused, responsive, innovative, friendly, and committed to offering Richwood residents quality service. The City desires a vendor that demonstrates quality management driven by value and a strong work ethic, not necessarily the least expensive provider.

Specifically, Applicant requirements include:

1. Provide an efficient and economical once weekly service of curbside collection of solid waste for all residential and commercial customers within the City limits;
2. Collect and transport solid waste from all residential and commercial customers within the City of Richwood to the applicant’s designated disposal site, which must be a properly licensed waste disposal facility;
3. Collect and transport heavy trash, once a month, including but not limited to, vegetative debris, furniture, fencing and non-hazardous construction debris up to 4 square yards.
4. Maintain positive communications with the City and the customer.

Specifically, Applicant responsibilities include:

1. Leave waste containers (including the lids) on the side of the street in an upright fashion;
2. Ensure no loose trash in the streets or yards of customers (i.e., if trash falls out of the cans or the trucks during collection, the vendor will pick up the litter);
3. Maintain a consistent route schedule (which is kept on file with the City) so that customers can expect their garbage to be picked up at approximately the same time each day of service;
4. Inform the City Manager or his/her designee of any event (including, but not limited to: equipment failure, manpower shortage, icy weather, and flood) which may delay the pick- up of solid waste by more than two (2) hours on any scheduled day;
5. Be responsive to customer complaints and concerns;
6. Treat customers with respect and with top priority; and
7. If an Applicant misses a pick-up, the Applicant will be required to provide documentation as to why the specific location was missed. If documentation cannot be provided within one (1) business day, the applicant must return within 24 hours to pick up waste.
8. Provides and requires professional uniforms and appearance for all personal that drive the truck and collect the solid waste.

4. Contract Terms and Conditions:

4.1 General

This contract is for a two (2) year initial term, with two (2) one-year renewal terms available upon the mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

Either party to the contract may exercise its option not to renew the contract by providing written notice of its intent not to renew no later than 60 calendar days prior to the expiration date of the currently expiring term. Contractual provisions within any proposal requiring a longer advance notice of intent not to renew other than the 60 days stated herein, and/or financial penalties for non-renewal will not be acceptable to the City. Additionally, any “evergreen” renewal provisions contained in vendor-provided agreements to their proposal, beyond the four (4) year maximum term stated herein, will not be acceptable to the City. Refusal by a proposer to amend any of the prohibited provisions described in this section may be grounds for rejection of the subject proposal.

4.2 Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the company (separately and collectively the “Indemnitee”) shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the company under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Company, or any third party.

4.3 Release

It is understood that any resulting contract executed will contain the following language:

The company assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the company’s work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the company, or any third party.

5. Instructions to Bidders:

5.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing companies, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the company identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of Richwood.

The City of Richwood requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Company’s shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. *It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents.* Proposals shall have 1” margins and be single-sided, single spaced, using Times New Roman 12 point font. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

5.2 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: Tuesday, May 15, 2018

Deadline for Submitting Questions: Wednesday, May 23, 2018 by 2:00 p.m.

Proposal Submission Deadline: Thursday, June 7, 2018 by 2:15 p.m.

5.3 Statement of Compliance

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

5.4 **TAB A –** Qualifications

5.4.1 Briefly introduce your company, providing a summary of the administration, organization and staffing of your company.

5.4.2 Provide a list of all management, supervision, labor, transportation and equipment necessary to provide solid waste collections services.

5.4.3 Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.

5.5 **TAB B – Experience**

- 5.5.1 Number of Solid Waste Collection contracts your company currently has within a 250-mile radius of the City of Richwood.
- 5.5.2 Include your company’s success rate with completing collections as scheduled.
- 5.5.3 Describe the experience of the company in the last sixty (60) months in performing solid waste collection services.

5.6 **TAB 6 – Project Methodology**

- 5.6.1 Provide a work plan that describes the company’s methodology, including a detailed project plan, based on prior experience with solid waste collection services.
- 5.6.2 The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City’s overall goals.
- 5.6.3 Work plan shall clearly distinguish the company’s duties and responsibilities and those of the City. Absence of this distinction shall mean the company is assuming full responsibility for all tasks.

5.7 **TAB C – Pricing and Fees**

- 5.7.1 The proposals shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.). This is including, but not limited to, additional pick up days per week.
- 5.7.2 The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

5.8 **TAB D – References**

- 5.8.1 Include names and telephone numbers of persons whom the City of Richwood can contact for references regarding the company’s past performance on similar projects.

5.9 **TAB E – Conflict of Interest**

- 5.9.1 Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Richwood, including affiliations and business and financial relationships such persons may have with City of Richwood officers. The form can be located at the Texas Ethics Commission website:

By doing business or seeking to do business with the City of Richwood including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Any information provided by the City of Richwood is for information purposes only. If you have

concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

City Council:	Mayor	Mark Guthrie
	Councilmember	Mark Brown II
	Councilmember	Frank Blanks
	Councilmember	Sarah Reed
	Councilmember	Katie Johnson
	Councilmember	Mike Johnson
City Staff:	City Manager	Michael Coon
	Director of Public Works	Clif Custer
	Building Official	Kenny Williams
	City Secretary/Finance Director	Giani Cantu

6. 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 proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City’s process is as follows:

- 6.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - 6.1.1 **Qualifications – 25 pts**
 - 6.1.2 **Experience – 25 pts**
 - 6.1.3 **Project Methodology – 20 pts**
 - 6.1.4 **Pricing and Fees– 20 pts**
 - 6.1.5 **References – 10 pts**
- 6.2 Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).
- 6.3 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.
- 6.4 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.
- 6.5 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 judgement as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

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

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

Proposer guarantees product offered will meet or exceed specifications identified in this RFP.

Proposer must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Proposer Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of Richwood will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of Richwood will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
- (5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Richwood Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at www.richwoodtx.gov. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Richwood is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of Richwood, City Hall shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals. The City reserves the right to award primary, secondary, and tertiary contracts at their discretion.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Brazoria County, Texas.

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

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

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Richwood, including affiliations and business and financial relationships such persons may have with City of Richwood officers.

By doing business or seeking to do business with the City of Richwood, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

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

DELIVERY: Any delivery and freight charges (FOB City of Richwood designated location) are to be included in the proposal price.

INVOICES: submitted for payment shall be addressed to: City of Richwood, Accounts Payable, 1800 Brazosport Blvd., Richwood, TX 77531, and shall reference the City of Richwood approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

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

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

TERMINATION OF CONTRACT: The City of Richwood reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

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

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

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

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

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Richwood.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a ***Certificate of Interested Parties (Form 1295)*** at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:

<https://www.ethics.state.tx.us/File/>

PERFORMANCE AND PAYMENT BOND REQUIREMENTS: Per Government Code Chapter 2253. Bonds. If the contract exceeds fifty thousand dollars (\$50,000) a payment bond is required. If the contract exceeds one hundred thousand dollars (\$100,000) a performance bond is required. Performance and Payment Bonds shall be furnished on prescribed forms in the amount of one hundred percent (100%) of the contract price with corporate surety duly authorized to do business in the State of Texas. Attorneys-in-fact who sign Bonds must file with each bond a certified and effective date copy of their Power of Attorney.

BID SECURITY: Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the total bid which shall be a Certified Check or Cashier's check payable without recourse to the City of Richwood, TX, or a bid bond with corporate surety authorized to conduct business in Texas. Said security shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid within sixty (60) days after the date of the opening of the bids; that if a bid is accepted, the bidder will enter into a formal Contract with the OWNER, furnish bonds and insurance as may be required and commence work at the specified time, and that in the event of the withdrawal of said bid within said period, or the failure to enter into said Contract, furnish said bonds and insurance and commence work within the time specified, the Bidder shall be liable to the OWNER for the difference between the amount specified in the bid in the amount for which the OWNER may otherwise procure the required work. Checks of all except the three lowest responsible Bidders will be returned when award is made; when the Contract is executed, the checks of the two remaining unsuccessful bidders will be returned; that of the successful Bidder be returned when formal Contract, bonds and insurance are approved, and work has commenced within the time specified.