

NOTICE OF SPECIAL CITY COUNCIL MEETING - WORKSHOP CITY OF TOMBALL, TEXAS



**Monday, June 02, 2025
5:00 P.M.**

Notice is hereby given of a Special meeting of the Tomball City Council, to be held on Monday, June 02, 2025 at 5:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 884 6583 6128 Passcode: 697728. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- C. General Discussion
 - 1. Presentation and discussion by Freese and Nichols, Inc. regarding the Unified Development Code.
- D. Proposed Future Agenda Items (To be discussed in order or at Councils discretion, time permitting)
 - 1. Workshop Discussion Only – Consideration to approve Resolution 2025-22, a Resolution of the City Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Wood Leaf Reserve Public Improvement District Improvement Area Three (IA#3);

Setting a Date for a Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto.

2. Workshop Discussion Only – Approve a professional services agreement with Goodwin-Lasiter-Strong for professional engineering services related to the FEMA Hazard Mitigation Grant Program for an amount not-to-exceed \$106,000, therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the FEMA Hazard Mitigation Grant Program, if received.
3. Workshop Discussion Only – Approve a contract with Capital Underground Utilities, LLC for Project Number 2025-10003, Oak & Clayton Water Line, for a total contract amount not-to-exceed \$250,803 (Bid No. 2025-14), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Budget.
4. Workshop Discussion Only – Approve an amendment to the Professional Services Agreement with Webber Waterworks, LLC for Project Number 2023-10003, South Wastewater Treatment Plant Expansion project, for a total amount of \$49,278,265.74 (total contract not-to-exceed amount \$58,582,595.95), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure is included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
5. Workshop Discussion Only – Adopt On First And Final Reading, Ordinance No. 2025-21, An Ordinance Authorizing The Issuance And Sale Of The City Of Tomball, Texas, Combination Tax And Revenue Certificates Of Obligation, Series 2025; Levying A Tax And Providing For The Security And Payment Thereof; And Enacting Other Provisions Relating Thereto.
6. Workshop Discussion Only - Authorize the City Manager to execute the necessary documents for a grant application through the Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response (SAFER).
7. Workshop Discussion Only - Zoning Case Z25-07: Request by Paul and Brenda Mladenka, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas.

8. Workshop Discussion Only - Zoning Case Z25-08: Request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.
9. Workshop Discussion Only - Approve the 2025-26 City of Tomball Strategic Plan Report.

E. Adjournment

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 29th day of May 2025 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Shannon Bennett, TRMC
Assistant City Secretary

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 (281) 290-1019 for further information.

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 2, 2025

Topic:

Presentation and discussion by Freese and Nichols, Inc. regarding the Unified Development Code.

Background:

Origination: Community Development Department

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T, Meyers, P.E,

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 2, 2025

Topic:

Workshop Discussion Only – Consideration to approve Resolution 2025-22, a Resolution of the City Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Wood Leaf Reserve Public Improvement District Improvement Area Three (IA#3); Setting a Date for a Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto.

Background:

Resolution 2025-22 accepts the Preliminary Service and Assessment Plan for the Wood Leaf Reserve Public Improvement District (PID 11), Improvement Area Three (IA#3) and sets the date for the Public Hearing on the proposed levy of assessments for July 24, 2025.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2025-22 and calling for the Public Hearing on July 24, 2025.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed	<u>Meagan Mageo</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

RESOLUTION NO. 2025-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, ACCEPTING THE PRELIMINARY SERVICE
AND ASSESSMENT PLAN FOR AUTHORIZED IMPROVEMENTS
WITHIN IMPROVEMENT AREA #3 OF THE WOOD LEAF
RESERVE PUBLIC IMPROVEMENT DISTRICT; SETTING A
DATE FOR PUBLIC HEARING ON THE PROPOSED LEVY OF
ASSESSMENTS; AUTHORIZING THE PUBLICATION AND
MAILING OF NOTICE; AND ENACTING OTHER PROVISIONS
RELATING THERETO.**

* * * * *

WHEREAS, the City Council (the “City Council”) of the City of Tomball, Texas (the “City”) received a petition (the “Petition”) requesting creation of a public improvement district (the “PID”) under Chapter 372 of the Texas Local Government Code (the “Act”), from the record owners of taxable real property representing more than fifty percent (“50%”) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Harris County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID; and

WHEREAS, on November 16, 2020, the City Council accepted the Petition and called a public hearing for December 21, 2020, on the creation of the PID and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on November 25, 2020; and

WHEREAS, on November 20, 2020, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 21, 2020; and

WHEREAS, the City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until January 18, 2021; and

WHEREAS, on January 18, 2021 the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on January 18, 2021 (the " Creation Resolution") and published the Creation Resolution as authorized by the Act; and

WHEREAS, the District is to be developed in phases and assessments are anticipated to be levied in each development phase (each an "Improvement Area"); and

WHEREAS, the City has previously levied assessments on property within Improvement Area #1 and Improvement Area #2 of the District for certain public improvement benefitting Improvement Area #1 and Improvement Area #2; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Amended and Restated Service and Assessment Plan (the "Preliminary Plan"), for the levy of assessments for certain public improvements (the "Improvements") that benefit Improvement Area #3 within the District (the "Assessments") such Preliminary Plan attached hereto as Exhibit B, covers a period of at least five years and defines the annual indebtedness and the projected costs of the Improvements within the District; and

WHEREAS, the Preliminary Plan also includes assessment plans that apportion the cost of an Improvements to be assessed against property within Improvement Area #3 of the District and such apportionment is made on the basis of special benefits accruing to the assessed property within Improvement Area #3 of the District because of the Improvements; and

WHEREAS, the City Council also directed the preparation of an assessment roll for the Improvement Area #3 of the District that states the assessment for the Improvements against each parcel of land within Improvement Area #3 of the District (the "Assessment Roll") and such Assessment Roll is attached to and a part of the Preliminary Plan; and

WHEREAS, after determining the total costs of the Improvements, the City Council notes that the Preliminary Plan and proposed Assessment Roll may be changed as the City Council deems

appropriate before such Preliminary Plan and Assessment Roll are adopted as final by the City Council;
and

WHEREAS, the City has determined to call a public hearing regarding the proposed levy of Assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within Improvement Area #3 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to publish and mail notice of such public hearing in order to provide notice to all interested parties of the City's proposed levy of Assessments against such property in Improvement Area #3 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to file the Preliminary Plan and Assessment Roll with the City Secretary such that they are available for public inspection pursuant to Section 372.016 of the Act;

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Calling Public Hearing. The City Council hereby calls a public hearing (the “Public Hearing”) for 6:00 p.m. on July 24, 2025 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law), to consider approving the Preliminary Plan, with such changes and amendments as the City Council deems necessary, and the proposed Assessment Roll with such amendments to the Assessments on any parcel as the City Council deems necessary, as the Service and Assessment Plan (the “Final Plan”) and final Assessment Roll (the “Final Roll”) for Improvement Area #3 of the District. After all objections made at such hearing have been heard, the City Council may (i) levy the Assessments as special assessments against each parcel of property in Improvement Area #3 of the District as set forth in the Final Plan, including the Final Roll; (ii) specify the method of payment of the Assessments; and (iii) provide that Assessments be paid in

periodic installments. Notice of the Public Hearing setting out the matters required by Section 372.016 of the Act shall be given by publication at least eleven (11) days before the date of the hearing, in a newspaper of general circulation in the City. Notice of such hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act to the last known address of each owner of property liable for an Assessment in the proposed Final Roll as reflected on the tax rolls of the Harris County Appraisal District. All residents and property owners within Improvement Area #3 of the District, and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the Preliminary Plan and the Final Roll, and the proposed assessments and offer testimony pertinent to any issue presented on the amount of the Assessments, purpose of the Assessments, special benefit of the Assessments, and the costs of collection and the penalties and interest on delinquent Assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed Assessments, the City Council must hear and pass on any objection to a proposed Assessment. The City Council may amend a proposed Assessment on any parcel in the District. The failure of a property owner to receive notice does not invalidate the proceeding.

Section 3. Publication of Notice. The City Council hereby directs the City Secretary to cause the publication and mailing of notice of the Public Hearing substantially in the form attached as Exhibit A. Such publication shall occur before the 10th day before the date of the Public Hearing.

Section 4. Conduct of Public Hearing. The City Council shall convene at the location and at the time specified in the notice described above for the Public Hearing and shall conduct the Public Hearing in connection with its consideration of the Final Plan, including the Final Roll, for Improvement Area #3 of the District and the levy of the proposed Assessments, including costs of collection, penalties and interest on delinquent Assessments. At the Public Hearing, the City Council will hear and pass on any objections to the Preliminary Plan and the proposed Assessment Roll and the levy of the proposed Assessments (which objections may be written or oral). At or on the adjournment of the Public Hearing, the City Council may amend a proposed Assessment on any parcel in Improvement Area #3 of the District. After all objections, if any, have been heard and passed upon, the City may (i) levy the Assessments as

special assessments against each parcel of property in Improvement Area #3 of the District as set forth in the Final Plan and Final Roll for the District, (ii) specify the method of payment of the assessments, and (iii) provide that the Assessments be paid in periodic installments.

Section 5. Filing of Proposed Assessment Roll. The proposed Final Roll shall be filed in the office of the City Secretary and be made available to any member of the public who wishes to inspect the same.

Section 6. Further Action. The City Secretary is hereby authorized and directed to take such other actions as are required, including providing notice of the Public Hearing as required by the Texas Open Meetings Act and placing the Public Hearing on the agenda for the July 24, 2025 meeting of the City Council.

PASSED, APPROVED, AND RESOLVED this ____ day of _____ 2025.

Lori Klein-Quinn
Mayor

ATTEST:

Thomas Harris III
City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 2, 2025

Topic:

Workshop Discussion Only – Approve a professional services agreement with Goodwin-Lasiter-Strong for professional engineering services related to the FEMA Hazard Mitigation Grant Program for an amount not-to-exceed \$106,000, therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the FEMA Hazard Mitigation Grant Program, if received.

Background:

In late 2024, the Texas Division of Emergency Management (TDEM) released a Notice of Funding Opportunity (NOFO) for grant applications to be submitted for consideration, scoring, and potential funding for the Hazard Mitigation Grant Program by March 31, 2025. The NOFO pertained to DR-4781 relating to the April/May Severe Storms and Flooding experienced in 2024.

Staff worked with our selected Grant Administrator to submit a grant application for generators to be installed at City owned lift stations and water wells, where ones currently do not exist. The City's grant application was submitted and is currently under reviewing and evaluation, pending notification of possible grant award late summer 2025.

In anticipation of a possible award, staff developed a Request for Qualifications to contract with a professional engineering firm to provide the required engineering services as stipulated in the grant requirements. Staff advertised a Request for Qualification for professional engineering services and received one (1) sealed submission. Scoring and a complete review of the submission was completed by a committee and based on the review staff entered into contract negotiations with GLS.

Staff is recommending awarding a professional services agreement to Goodwin-Lasiter-Strong (GLS) for award assistance, design, and management throughout the grant term, if awarded. The agreement will include site investigation, design, bidding, and construction oversight.

The total contract will not exceed \$106,000, based on the estimated project cost included in the grant application. All fees for engineering services will be paid from grant funds, if received. A breakdown of the professional services is reflected in the table below.

FEMA Hazard Mitigation Grant Program Critical Infrastructure Generators		
Element	Contract Amount	Remaining Contract
Grant Administration – Langford (Application)	\$3,000	\$3,000
Grant Administration – Langford (Grant Management)	PENDING	N/A
Professional Engineering - GLS	\$106,000	N/A

Origination: Project Management

Recommendation:

Staff recommends approving a professional services agreement to GLS for professional engineering services related to the FEMA Hazard Mitigation Grant Program for an amount not-to-exceed \$106,000.

Party(ies) responsible for placing this item on agenda: Meagan Mageo

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No:

If yes, specify Account Number: #600-611-6302

If no, funds will be transferred from account: # To Account: #

Signed: Meagan Mageo **Approved by:**
Staff Member Date City Manager Date

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10017
CITY OF TOMBALL
TDEM HMGP GRANT**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Goodwin Lasiter Strong ("Engineer").

WITNESSETH:

WHEREAS, the City desires obtain a grant from the Texas Division of Emergency Management – Hazard Mitigation Grant Program for the construction and installation of generators for various water wells and lift stations (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

SECTION II. CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III. OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV. TIME FOR PERFORMANCE

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V. COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI. INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII. ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$7,500, including reimbursable expenses as identified in Exhibit "A".

SECTION VIII. INSURANCE

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

SECTION IX. TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to

the City when and if this Agreement is terminated.

**SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Goodwin Lasiter Strong
Attention: John Rusk, PE
4077 Cross Park Drive, Suite 100
Bryan, Texas 77802

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attention: Project Manager
501 James Street
Tomball, Texas 77375

**SECTION XI.
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

XVIII.
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ____ day of _____, _____.

Company Name: Goodwin Lasiter Strong



Name: John Rusk, PE

Title: Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Shannon Bennett, Assistant City Secretary

EXHIBIT A



ARCHITECTURE • ENGINEERING • INTERIORS
LANDSCAPE • SURVEYING

LUFKIN • BRYAN • TYLER • WACO • GROESBECK

May 19, 2025

City of Tomball
401 Market Street
Tomball, Texas 77375

Attn: Meagan Mageo, Project Manager

RE: Texas Division of Emergency Management (TDEM)
on the Hazard Mitigation Grant Program (HMGP)
Professional Engineering Services
GLS Job No. 096381

Dear Ms. Mageo,

GLS is please to have been selected to provide Professional Engineering, design, bidding and construction services for the reference grant project. We understand the grant will be for generators at various water and sanitary sewer locations throughout the City. GLS will provide design, bidding and construction administration for the grant submitted. The scope of work includes nine (9) generators at the City's water well and eight (8) lift stations. Based on this scope of work, the associated fee is \$106,000.00

Thank you for this opportunity to assist with your grant project.

Sincerely,

John Rusk, PE
Vice-President
JR/ac

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of November 14, 2023.**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	<p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted</p>	
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	<p>construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
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>\$2,000	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations</p>	2 CFR 200 APPENDIX II (G)

	issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.	

	<p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August	2 CFR 200.216

	<p>13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ul style="list-style-type: none"> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
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None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1)(2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p>	2 CFR 200.321

	<p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in</p>	Texas Government Code 2252.152

	Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractors Name:

Address, City, State, and Zip Code:

Phone Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date:

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: June 2, 2025

Topic:

Workshop Discussion Only – Approve a contract with Capital Underground Utilities, LLC for Project Number 2025-10003, Oak & Clayton Water Line, for a total contract amount not-to-exceed \$250,803 (Bid No. 2025-14), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Budget.

Background:

The Water Master Plan, completed in 2023, identified improvements to the City’s water distribution system that would serve current and anticipated future water demands. The recommendations included construction of a water line to replace the existing 6-inch water line along Oak Street and 2-inch water line along Clayton Street due to deteriorating conditions of the existing lines and constant disruption of service to residents for repairs. The recommended line is sized to serve through 2024 peak hourly demand and provide distribution system capacity for maintaining elevated storage tank water level and increasing available fire flow.

Council approved a design contract with Oller Engineering, Inc. on November 18, 2024 to design the new water line and oversee construction of the proposed construction, survey, and testing required. The project was included in the CIP plan to be constructed in four phases beginning FY 2025. To obtain the most favorable pricing and in accordance with the City’s Procurement Policy, sealed bids were solicited for the completion of the construction, with information available online through CivCast or in person at the Oller Engineering, Inc. office. Submissions were due on Thursday, May 15, 2025. Bids allowed bidders to submit pricing for the base bid for Clayton Street only, as well as an alternate bid for Clayton Street and Oak Street.

A total of six (6) submissions were received, and after a thorough review of all bids it was determined that Capital Underground Utilities, LLC was the lowest, most responsive bidder and most qualified contractor to complete the project for a total amount not-to-exceed \$250,803. The recommended award amount includes the entire project scope of Clayton and Oak Street due to favorable pricing submitted. Below is a breakdown of the current funding allocated for the project.

Oak & Clayton Water Line		
Project Element	Total Contract	Remaining Contract Amount
Engineering – OEI	\$140,000	\$54,033.85
Construction – Capital Underground	\$250,803	N/A
Project Budget \$1,160,000	Total Contracts & Estimates \$390,803	Remaining Funding \$769,197

Origination: Project Management

Recommendation:

Staff recommends approving a contract to Capital Underground Utilities, LLC for the construction of the Oak & Clayton Water Line for an amount not-to-exceed \$250,803.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

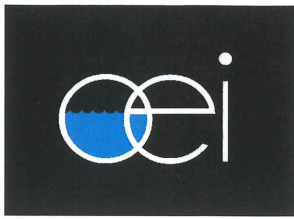
FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #400-613-6409 (262)

If no, funds will be transferred from account # _____ To account # _____

Signed	<u>Drew Huffman</u>	Approved by	<u></u>
	Staff Member		City Manager
	Date		Date



May 21, 2025

Mr. Drew Huffman
Public Works Director
City of Tomball
501 James Street
Tomball, Texas 77375

Re: City of Tomball - Oak and Clayton Water Line Replacement (CIP No. 2025-10003 and Bid No. 2025-14); Engineers Recommendation

Dear Mr. Huffman,

Based on the bids received on May 15, 2025, for the scope of work identified in the above-mentioned project, including reference check from two other engineering firms and three engineers who have worked with them in the past, it is our recommendation of Oller Engineering, Inc. that the City of Tomball award the project to Capital Underground Utilities, LLC for the base bid to construct the 8-inch water line along Clayton Street and Pine Street plus the (additive) alternate bid to construct the 12-inch C900 PVC water line along Oak Street at a total price of \$250,803.00

Oller Engineering Inc. has based their recommendation on information as provided in the bidder's bidding documents as well as through additional follow-up research and phone conversations and questioners received back from individuals listed on their current and previous work experience and reference sheet. Oller Engineering Inc. will continue to conduct reference checks for Capital Underground Utilities, LLC, specifically regarding projects that require(d) open cut placement of C900 PVC water lines and bores across roadways. All three reference checks we performed came back with positive comments which lead us to believe the contractor has the required qualifications to perform the work successfully.

Should the City have any questions or concerns regarding Oller Engineering Inc.'s recommendation, please do not hesitate to let myself or Mr. Oller know. A copy of the bid tabulation is attached.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Adam Valenzuela', is written over a light blue horizontal line.

Adam Valenzuela
Project Engineer, CFM
Oller Engineering, Inc.



Cc: Mrs. Meagan Mageo, Project Manager – City of Tomball
Mr. Rich Oller, P.E., Principal – Oller Engineering Inc.

Base Bid Tabulation for (City of Tomball)

Bid Date May 15, 2025, 2:00 PM



2901 Wilcrest Dr., Suite 550
Houston, TX 77042
806.993.6226

PROJECT: City of Tomball - Oak and Clayton Water Line Extension Project
OEI PROJECT NO.: 1030.24.04 / Tomball Project No. 2025-14

DATE: 5/16/2025
INITIALS: AV

PAGE: 1

Item	Description	Capital Underground Utilities, LLC	Underground Construction Solutions LLC	Faith Utilities LLC	Strayhorn Project Developments, LLC	Bull-G Construction Limited Liability Company	GM Vera's Construction
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Base Bid

B. Base Unit Price Table		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization, setup, and project overhead for all equipment, work on the project, including related items and appurtenances, complete in place. Not to exceed 5% of total bid. (Half paid out for mobilization and the other half for demobilization)	LS	1.00	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$13,000.00	\$13,000.00	\$10,800.00	\$10,800.00	\$19,000.00	\$19,000.00
2	Traffic control plan	LS	1.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$26,742.10	\$26,742.10
3	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, complete in place.	LS	1.00	\$2,400.00	\$2,400.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$33,383.70	\$33,383.70
4	8-Inch C900 DR-18 PVC Water (Blue) Line, including related fittings, items and appurtenances, complete in place.	LF	1,100.00	\$51.00	\$56,100.00	\$50.00	\$55,000.00	\$56.00	\$61,600.00	\$50.00	\$55,000.00	\$70.00	\$77,000.00	\$89.10	\$98,010.00
5	8-Inch C900 DR-18 PVC Water (Blue) Line, bored with no casing underneath roadway, with grout, complete in place.	LF	160.00	\$65.00	\$10,400.00	\$60.00	\$9,600.00	\$65.00	\$10,400.00	\$225.00	\$36,000.00	\$80.00	\$12,800.00	\$174.50	\$27,920.00
6	8-Inch C900 DR-18 PVC Water (Blue) Line, bored with no casing underneath driveways, with grout, complete in place.	LF	180.00	\$65.00	\$11,700.00	\$60.00	\$10,800.00	\$65.00	\$11,700.00	\$225.00	\$40,500.00	\$90.00	\$16,200.00	\$174.50	\$31,410.00
7	8-Inch by 8-Inch D.I. Tapping Sleeve and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Connection at Clayton St. and Poplar St.)	EA	1.00	\$4,400.00	\$4,400.00	\$6,000.00	\$6,000.00	\$6,200.00	\$6,200.00	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$7,865.40	\$7,865.40
8	8-Inch D.I. Tee, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Intersection of Clayton St. and Pine St.)	EA	1.00	\$1,500.00	\$1,500.00	\$350.00	\$350.00	\$1,400.00	\$1,400.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,120.00	\$1,120.00
9	8-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. With Valve Box	EA	2.00	\$2,400.00	\$4,800.00	\$1,800.00	\$3,600.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$6,000.00	\$12,000.00	\$2,392.50	\$4,785.00
10	8-Inch D.I. 45-Degree Elbow, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place.	EA	6.00	\$780.00	\$4,680.00	\$350.00	\$2,100.00	\$800.00	\$4,800.00	\$745.00	\$4,470.00	\$800.00	\$4,800.00	\$760.10	\$4,560.60
11	8-Inch by 8-Inch D.I. Tapping Sleeve and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Intersection of Pine St. and Florence St.)	EA	1.00	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$6,200.00	\$6,200.00	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00	\$7,865.80	\$7,865.80
12	12-Inch by 8-Inch S.S. Tapping Saddle and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Intersection of Pine St. and McPhail St.)	EA	1.00	\$5,300.00	\$5,300.00	\$7,000.00	\$7,000.00	\$5,900.00	\$5,900.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$7,890.20	\$7,890.20
13	8-Inch by 2-Inch S.S. Tapping Saddle and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place.	EA	3.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$4,600.00	\$13,800.00	\$2,600.00	\$7,800.00	\$4,500.00	\$13,500.00	\$4,217.60	\$12,652.80
14	1" SDR9 Single Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	18.00	\$720.00	\$12,960.00	\$900.00	\$16,200.00	\$1,250.00	\$22,500.00	\$750.00	\$13,500.00	\$1,350.00	\$24,300.00	\$1,966.70	\$35,400.60
15	1" SDR U-Branch Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	1.00	\$720.00	\$720.00	\$1,100.00	\$1,100.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$2,111.90	\$2,111.90
16	Trench protection	LF	100.00	\$2.00	\$200.00	\$1.00	\$100.00	\$1.00	\$100.00	\$2.00	\$200.00	\$1.00	\$100.00	\$1.30	\$130.00
17	Tracer wire, including labor to install, complete in place.	LF	1,400.00	\$0.50	\$700.00	\$1.00	\$1,400.00	\$0.23	\$322.00	\$1.05	\$1,470.00	\$2.00	\$2,800.00	\$13.70	\$19,180.00
18	Concrete Sidewalk Repair	SY	6.80	\$250.00	\$1,700.00	\$100.00	\$680.00	\$150.00	\$1,020.00	\$175.00	\$1,190.00	\$100.00	\$680.00	\$461.90	\$3,140.92
19	Gravel Driveway Repair	SY	4.00	\$450.00	\$1,800.00	\$100.00	\$400.00	\$150.00	\$600.00	\$100.00	\$400.00	\$160.00	\$640.00	\$137.90	\$551.60
20	Asphalt Road Repair	SY	6.70	\$120.00	\$804.00	\$100.00	\$670.00	\$150.00	\$1,005.00	\$175.00	\$1,172.50	\$160.00	\$1,072.00	\$1,081.00	\$7,242.70
21	Sodding repaired around removed and new sidewalk installations, complete in place.	SY	76.00	\$12.00	\$912.00	\$100.00	\$7,600.00	\$10.00	\$760.00	\$30.00	\$2,280.00	\$6.00	\$456.00	\$28.80	\$2,188.80
22	Site Restoration to Pre-Existing Vegetative Conditions, in areas where the new line is open trenched shall have new sodd installed or hydro mulch seeded with approval from the City.	SY	377.00	\$12.00	\$4,524.00	\$50.00	\$18,850.00	\$8.00	\$3,016.00	\$30.00	\$11,310.00	\$30.00	\$11,310.00	\$65.40	\$24,655.80
23	SWPPP to Include Culvert Protection at Road Intersections, Street cleanup from Mud Tracking onto Road, Site Cleanup of Trash, Enclosed Area to Handle Concrete Washout, Complete in Place.	LS	1.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$8,000.00	\$8,000.00	\$19,381.00	\$19,381.00
Sub Totals					\$155,600.00		\$168,950.00		\$167,623.00		\$217,192.50		\$232,558.00		\$397,188.92

C. CASH ALLOWANCE TABLE		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Construction Contingencies	JOB	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Sub Totals					\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00

Base Bid Tabulation for (City of Tomball)

Bid Date May 15, 2025, 2:00 PM



2901 Wilcrest Dr., Suite 550
Houston, TX 77042
806.993.6226

PROJECT: City of Tomball - Oak and Clayton Water Line Extension Project
OEI PROJECT NO.: 1030.24.04 / Tomball Project No. 2025-14

DATE: 5/16/2025
INITIALS: AV

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D. Additive Bid Price Table		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, complete in place.	LS	1.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$16,795.10	\$16,795.10
2	1" SDR9 Single Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	2.00	\$720.00	\$1,440.00	\$1,000.00	\$2,000.00	\$1,250.00	\$2,500.00	\$750.00	\$1,500.00	\$1,350.00	\$2,700.00	\$2,012.70	\$4,025.40
3	12-Inch C900 DR-18 PVC Water (Blue) Line, including related fittings, items and appurtenances, complete in place. (Match Elevation of Existing 6-Inch Water line Being Replaced)	LF	300.00	\$85.00	\$25,500.00	\$80.00	\$24,000.00	\$89.00	\$26,700.00	\$80.00	\$24,000.00	\$120.00	\$36,000.00	\$108.50	\$32,550.00
4	12-Inch C900 DR-18 PVC Water (Blue) Line, bored with no casing underneath roadway, with grout, complete in place.	LF	50.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$89.00	\$4,450.00	\$225.00	\$11,250.00	\$120.00	\$6,000.00	\$225.10	\$11,255.00
5	12-Inch C900 DR-18 PVC Water (Blue) Line, bored with no casing underneath driveways, with grout, complete in place.	LF	60.00	\$100.00	\$6,000.00	\$100.00	\$6,000.00	\$89.00	\$5,340.00	\$225.00	\$13,500.00	\$120.00	\$7,200.00	\$225.10	\$13,506.00
6	Remove existing 6-Inch water line inbetween Florence St. and McPhail St., complete with disposal at a properly authorize disposal site, and capping existing 6-inch water line, including related appurtenances and materials, complete in place.	LF	400.00	\$9.00	\$3,600.00	\$10.00	\$4,000.00	\$15.00	\$6,000.00	\$25.00	\$10,000.00	\$40.00	\$16,000.00	\$34.20	\$13,680.00
7	12-Inch by 8-Inch D.I. Cross, MJ w/Steel and PVC MegaLug Restraints, including related appurtenances, complete in place. (Tie-In at intersection of Florence St. and Oak St.)	EA	1.00	\$3,500.00	\$3,500.00	\$350.00	\$350.00	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$1,833.50	\$1,833.50
8	12-Inch by 12-Inch D.I. Tapping Sleeve and Valve, MJ w/PVC MegaLug Restraints, complete in place. (Tie-In at intersection of McPhail St. and Oak St.)	EA	1.00	\$8,500.00	\$8,500.00	\$11,000.00	\$11,000.00	\$8,900.00	\$8,900.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$11,650.90	\$11,650.90
9	12-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. With Valve Box.	EA	1.00	\$4,200.00	\$4,200.00	\$3,600.00	\$3,600.00	\$4,400.00	\$4,400.00	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00	\$4,245.30	\$4,245.30
10	8-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. With Valve Box	EA	1.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$2,266.20	\$2,266.20
11	Trench protection	LF	400.00	\$2.00	\$800.00	\$1.00	\$400.00	\$1.00	\$400.00	\$2.00	\$800.00	\$1.00	\$400.00	\$11.00	\$4,400.00
12	Tracer wire, including labor to install, complete in place.	LF	450.00	\$2.00	\$900.00	\$1.00	\$450.00	\$0.23	\$103.50	\$1.05	\$472.50	\$2.00	\$900.00	\$13.70	\$6,165.00
13	Concrete Sidewalk Repair	SY	1.90	\$450.00	\$855.00	\$100.00	\$190.00	\$150.00	\$285.00	\$175.00	\$332.50	\$160.00	\$304.00	\$1,535.50	\$2,917.45
14	Asphalt Road Repair	SY	13.90	\$120.00	\$1,668.00	\$100.00	\$1,390.00	\$150.00	\$2,085.00	\$175.00	\$2,432.50	\$160.00	\$2,224.00	\$872.70	\$12,130.53
15	Sodding repaired around removed and new sidewalk installations, complete in place.	SY	2.00	\$120.00	\$240.00	\$100.00	\$200.00	\$350.00	\$700.00	\$30.00	\$60.00	\$6.00	\$12.00	\$20.90	\$41.80
16	Site Restoration to Pre-Existing Vegetative Conditions, in areas where the new line is open trenched shall have new sodd installed or hydro mulch seeded with approval from the City.	SY	125.00	\$24.00	\$3,000.00	\$50.00	\$6,250.00	\$8.00	\$1,000.00	\$30.00	\$3,750.00	\$30.00	\$3,750.00	\$64.30	\$8,037.50
Sub Totals					\$70,203.00		\$67,130.00		\$68,963.50		\$88,997.50		\$101,490.00		\$145,499.68
Grand Total					\$250,803.00		\$261,080.00		\$261,586.50		\$331,190.00		\$359,048.00		\$567,688.60

Alternate Base Bid Tabulation for (City of Tomball)

Bid Date May 15, 2025, 2:00 PM



2901 Wilcrest Dr., Suite 550
Houston, TX 77042
806.993.6226

PROJECT: City of Tomball - Oak and Clayton Water Line Extension Project
OET PROJECT NO.: 1030.24.04 / Tomball Project No. 2025-14

DATE: 5/16/2025
INITIALS: AV

PAGE: 1

Item	Description	Capital Underground Utilities, LLC	Underground Construction Solutions LLC	Faith Utilities LLC	Strayhorn Project Developments, LLC	Bull-G Construction Limited Liability Company	GM Vera's Construction
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E. Alternate Base Bid Price Table

E. Alternate Base Bid Price Table		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization, setup, and project overhead for all equipment, work on the project, including related items and appurtenances, complete in place. Not to exceed 5% of total bid. (Half paid out for mobilization and the other half for demobilization)	LS	1.00	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00
2	10-Inch (DIPS) DR-9 HDPE Poly Black Line with Blue Strip, including related Molded Butt Fused including related appurtenances, complete in place.	LF	1,360.00	\$85.00	\$115,600.00	\$95.00	\$129,200.00	\$89.00	\$121,040.00	\$40.00	\$54,400.00	\$150.00	\$204,000.00	\$0.00	\$0.00
3	10-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused Tee, including related appurtenances, complete in place. (Intersection of Clayton St. and Pine St.)	EA	1.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$1,250.00	\$1,250.00	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00
4	10-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused 45-Degree Elbow, including related appurtenances, complete in place.	EA	6.00	\$780.00	\$4,680.00	\$750.00	\$4,500.00	\$1,250.00	\$7,500.00	\$525.00	\$3,150.00	\$3,000.00	\$18,000.00	\$0.00	\$0.00
5	10-Inch x 8-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused Reducer, including related appurtenances, complete in place.	EA	3.00	\$930.00	\$2,790.00	\$750.00	\$2,250.00	\$1,250.00	\$3,750.00	\$420.00	\$1,260.00	\$3,000.00	\$9,000.00	\$0.00	\$0.00
6	8-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused MJ Adaptor Kit with Stainless Steel Inserts, including related appurtenances, restraining joints, complete in place.	EA	3.00	\$1,200.00	\$3,600.00	\$1,500.00	\$4,500.00	\$1,250.00	\$3,750.00	\$450.00	\$1,350.00	\$3,000.00	\$9,000.00	\$0.00	\$0.00
7	10-Inch x 1-Inch (DIPS) DR-9 HDPE Poly Black Electrofusion Branch Saddle For Service Connection or approved equal, including related appurtenances, complete in place.	EA	19.00	\$1,200.00	\$22,800.00	\$1,500.00	\$28,500.00	\$1,250.00	\$23,750.00	\$261.84	\$4,974.96	\$4,000.00	\$76,000.00	\$0.00	\$0.00
8	Traffic control plan	LS	1.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00
9	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, complete in place.	LS	1.00	\$4,500.00	\$4,500.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
10	8-Inch by 8-Inch D.I. Tapping Steeve and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Connection at Clayton St. and Poplar St.)	EA	1.00	\$5,200.00	\$5,200.00	\$6,000.00	\$6,000.00	\$6,200.00	\$6,200.00	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00
11	8-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place.	EA	2.00	\$2,400.00	\$4,800.00	\$1,800.00	\$3,600.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00	\$0.00	\$0.00
12	8-Inch by 8-Inch D.I. Tapping Steeve and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Intersection of Pine St. and Florence St.)	EA	1.00	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$6,200.00	\$6,200.00	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00
13	12-Inch by 8-Inch S.S. Tapping Saddle and Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. (Intersection of Pine St. and McPhail St.)	EA	1.00	\$5,100.00	\$5,100.00	\$7,000.00	\$7,000.00	\$5,900.00	\$5,900.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00
14	10-Inch by 2-Inch (DIPS) DR-9 HDPE Poly Black Electrofusion Branch Saddle or approved equal for distribution line, including related appurtenances, complete in place.	EA	3.00	\$350.00	\$1,050.00	\$1,800.00	\$5,400.00	\$4,600.00	\$13,800.00	\$261.84	\$785.52	\$5,000.00	\$15,000.00	\$0.00	\$0.00
15	1" SDR9 Single Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	18.00	\$540.00	\$9,720.00	\$1,500.00	\$27,000.00	\$1,200.00	\$21,600.00	\$750.00	\$13,500.00	\$2,500.00	\$45,000.00	\$0.00	\$0.00
16	1" SDR U-Branch Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	1.00	\$920.00	\$920.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00
17	Trench protection	LF	100.00	\$2.00	\$200.00	\$1.00	\$100.00	\$10.00	\$1,000.00	\$2.00	\$200.00	\$1.00	\$100.00	\$0.00	\$0.00
18	Tracer wire, including labor to install, complete in place.	LF	1,200.00	\$1.00	\$1,200.00	\$1.00	\$1,200.00	\$0.23	\$276.00	\$1.05	\$1,260.00	\$2.00	\$2,400.00	\$0.00	\$0.00
19	Site Restoration to Pre-Existing Vegetative Conditions, in the areas where the bores will take place. Placement of new sodd shall be installed, complete in place.	SY	50.00	\$65.00	\$3,250.00	\$50.00	\$2,500.00	\$10.00	\$500.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$0.00	\$0.00
20	SWPPP to Include Culvert Protection at Road Intersections, Street cleanup from Mud Tracking onto Road, Site Cleanup of Trash, Enclosed Area to Handle Concrete Washout, Complete-in- Place.	SY	6.00	\$210.00	\$1,260.00	\$100.00	\$600.00	\$150.00	\$900.00	\$175.00	\$1,050.00	\$160.00	\$960.00	\$0.00	\$0.00
21		LS	1.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
Sub Totals					\$212,170.00		\$249,100.00		\$240,716.00		\$125,430.48		\$450,960.00		\$0.00

F. Cash Allowance Table		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Construction Contingencies	Job	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Sub Totals					\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00

Alternate Base Bid Tabulation for (City of Tomball)

Bid Date May 15, 2025, 2:00 PM



2901 Wilcrest Dr., Suite 550
Houston, TX 77042
806.993.6226

PROJECT: City of Tomball - Oak and Clayton Water Line Extension Project
OEI PROJECT NO.: 1030.24.04 / Tomball Project No. 2025-14

DATE: 5/16/2025
INITIALS: AV

PAGE: 2

G. Additive Alternate Bid Price Table		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, complete in place.	LS	1.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00
2	1" SDR9 Single Service Reconnection with Corp Stop, including related appurtenances, complete in place. (Tie-Into Existing Meter Box)	EA	2.00	\$920.00	\$1,840.00	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00	\$750.00	\$1,500.00	\$3,000.00	\$6,000.00	\$0.00	\$0.00
3	14-Inch (DIPS) DR-9 HDPE Poly Black Line with Blue Strip, including related Molded Butt Fused including related appurtenances, complete in place.	LF	410.00	\$120.00	\$49,200.00	\$150.00	\$61,500.00	\$125.00	\$51,250.00	\$90.00	\$36,900.00	\$180.00	\$73,800.00	\$0.00	\$0.00
4	14-Inch x 12-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused Reducer, including related appurtenances, complete in place.	EA	2.00	\$1,250.00	\$2,500.00	\$750.00	\$1,500.00	\$1,250.00	\$2,500.00	\$1,185.00	\$2,370.00	\$4,000.00	\$8,000.00	\$0.00	\$0.00
5	12-Inch (DIPS) DR-9 HDPE Poly Black Molded Butt Fused MJ Adaptor Kit with Stainless Steel Inserts, including related appurtenances, restraining joints, complete in place.	EA	2.00	\$1,250.00	\$2,500.00	\$2,200.00	\$4,400.00	\$1,250.00	\$2,500.00	\$625.00	\$1,250.00	\$3,500.00	\$7,000.00	\$0.00	\$0.00
6	14-Inch x 1-Inch (DIPS) DR-9 HDPE Poly Black Electrofusion Branch Saddle For Service Connection or approved equal, including related appurtenances, complete in place.	EA	2.00	\$350.00	\$700.00	\$1,500.00	\$3,000.00	\$1,250.00	\$2,500.00	\$105.00	\$210.00	\$3,000.00	\$6,000.00	\$0.00	\$0.00
7	12-Inch by 8-Inch D.I. Cross, MJ w/Steel and PVC MegaLug Restraints, including related appurtenances, complete in place. (Tie-In at intersection of Florence St. and Oak St.)	EA	1.00	\$3,500.00	\$3,500.00	\$750.00	\$750.00	\$1,250.00	\$1,250.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
8	12-Inch by 12-Inch D.I. Tapping Sleeve and Valve, MJ w/PVC MegaLug Restraints, complete in place. (Tie-In at intersection of McPhail St. and Oak St.)	EA	1.00	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00	\$8,900.00	\$8,900.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00
9	12-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place. With Valve Box.	EA	1.00	\$4,400.00	\$4,400.00	\$3,600.00	\$3,600.00	\$4,400.00	\$4,400.00	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
10	8-Inch D.I. Gate Valve, MJ w/PVC MegaLug Restraints, including related appurtenances, complete in place.	EA	1.00	\$2,600.00	\$2,600.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00
11	Trench protection	LF	35.00	\$23.00	\$805.00	\$1.00	\$35.00	\$100.00	\$3,500.00	\$2.00	\$70.00	\$1.00	\$35.00	\$0.00	\$0.00
12	Tracer wire, including labor to install, complete in place.	LF	450.00	\$2.00	\$900.00	\$1.00	\$450.00	\$0.23	\$103.50	\$1.05	\$472.50	\$2.00	\$900.00	\$0.00	\$0.00
13	Asphalt Road Repair	SY	13.90	\$120.00	\$1,668.00	\$100.00	\$1,390.00	\$150.00	\$2,085.00	\$175.00	\$2,432.50	\$160.00	\$2,224.00	\$0.00	\$0.00
14	Remove existing 6-Inch water line inbetween Florence St. and McPhail St., complete with disposal at a properly authorize disposal site, and capping existing 6-inch water line, including related appurtenances and materials, complete in place.	LF	400.00	\$12.00	\$4,800.00	\$10.00	\$4,000.00	\$150.00	\$60,000.00	\$25.00	\$10,000.00	\$30.00	\$12,000.00	\$0.00	\$0.00
15	Site Restoration to Pre-Existing Vegetative Conditions, in the areas where the bores will take place. Placement of new sodd shall be installed, complete in place.	SY	40.00	\$120.00	\$4,800.00	\$50.00	\$2,000.00	\$100.00	\$4,000.00	\$30.00	\$1,200.00	\$30.00	\$1,200.00	\$0.00	\$0.00
Sub Totals					\$91,213.00		\$99,925.00		\$149,388.50		\$77,305.00		\$144,159.00		\$0.00
Grand Total					\$328,383.00		\$374,025.00		\$415,104.50		\$227,735.48		\$620,119.00		\$25,000.00

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 2, 2025

Topic:

Workshop Discussion Only – Approve an amendment to the Professional Services Agreement with Webber Waterworks, LLC for Project Number 2023-10003, South Wastewater Treatment Plant Expansion project, for a total amount of \$49,278,265.74 (total contract not-to-exceed amount \$58,582,595.95), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure is included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.

Background:

On May 1, 2023 City Council approved Resolution No. 2023-27, approving the Construction-Manager-at-Risk (CMAR) delivery method for design assistance for the expansion of the South Wastewater Treatment Plant (SWWTP) after determining the use of the CMAR delivery method would provide the best value to the City. The Professional Services Agreement to provide CMAR services during the design phase with Webber Waterworks, LLC (formally PLW Waterworks) was approved on December 18, 2023.

CMAR is a delivery method which necessitates a commitment by the Construction Manager (CM) to serve as the generator contractor and deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus, any reasonably inferred items or tasks. By utilizing a CMAR during the design process, they are able to provide valuable input to the design and construction planning for the project (e.g. cost estimating, scheduling, solicitation of subcontractor bids, value engineering, construction phase operational coordination and planning, etc.).

Staff has been working with Freese & Nichols, Inc. to complete the design of the plant expansion, and as part of the CMAR process Webber Waterwork has been assisting during the design to provide their expertise opinions based on their extensive experience and knowledge as well as evaluating costs and providing alternative methods to keep the project within the identified budget.

As part of the identified scope of work within the CMAR professional services agreement, Webber Waterworks assisted in establishing the Guaranteed Maximum Price (GMP) packages, GMP-1 (Early Works Package) and GMP 2 (Balance of Plant), to be competitively bid in accordance with Chapter 2269 of Texas Local Government Code.

GMP-1 included procurement of required equipment for the expansion including switch gears, motor control systems, and process treatment equipment. Following procurement of GMP-1, Freese & Nichols, Webber, and City staff completed a review of all submitted pricing and on February 3, 2025 City Council approved a professional services agreement with Webber Waterworks for GMP-1 (Early Works Package) for an amount not-to-exceed \$9,304,330.21.

The GMP-2 procurement was for construction of all elements required for plant expansion including coarse screen, influent lift station, headworks, aeration, etc. The procurement process allowed

This item authorizes an amendment to the professional services agreement with Webber Waterworks for GMP-1 (Early Works Package) for a net decrease of \$580,900.87, and an increase for GMP-2 of \$49,859,166.61, for a total contract amount not-to-exceed \$58,582,595.95. Funds for completing the final phase of the project were identified in the adopted 2025-2029 Capital Improvement Plan and is to be funded by a Certificate of Obligation sale pending in June 2025, with additional bond sales scheduled in FY 2026 and 2027.

*Future Bond Issuance Required

Recommendation:

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

If yes, specify Account Number: #400-614-6409

Approved by:

Date _____

CONTRACT AMENDMENT NO.: 01

		Project No.
Owner:	City of Tomball	2023-10003
Design Professional:	Freese and Nichols, Inc.	TMB24038
Construction Manager at Risk:	Webber Waterworks, LLC	P5R
Project:	South Wastewater Treatment Plant Expansion	
Contract Name:	CMAR Construction Contract – South WWTP Expansion	
Contract Amendment:	No. 1	
Date Issued:	Effective Date of Contract Amendment:	

The Contract is modified as follows upon execution of this Contract Amendment:

Description:

The purpose of this amendment is to revise the Construction Manager At-Risk contract with Webber Waterworks, LLC for the Tomball South Wastewater Treatment Plant Expansion project as follows:

1. **Addition** – Incorporate the Balance of Plant (BOP) scope of work as outlined in the GMP #2 proposal.
2. **Deduction** – Remove the following alternate items from GMP #1 Allowance:
 - o Alternate Item 2.01 from EWP1-01.03 (Second Coarse Screen)
 - o Alternate Item 2.02 from EWP1-01.16 (Second Rotary Drum Thickeners)

Attachments:

Guaranteed Maximum Price (GMP) Proposal #1: Early Works Package (EWP)

Guaranteed Maximum Price (GMP) Proposal #2: Balance of Plant (BOP)

Change in Contract Price

Original Contract Price prior to this Contract Amendment	\$9,304,330.21
Addition of Balance of Plant (BOP) Scope of Work in GMP #2	+\$49,859,166.61
Deduction of Alternate Items from GMP#1	-\$580,900.87
Total Change this Contract Amendment:	+\$49,278,265.74
Contract Price incorporating this Contract Amendment:	\$58,582,595.95

Change in Contract Times for Contract Amendment

- ☐ The completion dates are not modified by this Contract Amendment—CMAR is to complete Work so Project will reach Substantial Completion by the date designated in the Agreement.
- ☒ The completion dates are modified by this Contract Amendment as shown below.

	Original	Previous	Current
Substantial Completion Date	N/A		10/22/27
Final Completion Date	N/A		12/23/27

Accepted by CMAR

By: Peter Bailey

Title: Executive Vice President

Signature 

Date: 5/19/2025

Recommended by Design Professional

By: Murali Erat, PE

Title: Project Manager

Signature 

Date: 5/20/2025

Approved by Owner

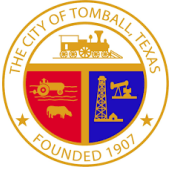
By: _____

Title: _____

Signature _____

Date: _____

City of Tomball



Tomball South Wastewater Treatment Plant Expansion Project

Guaranteed Maximum Price (GMP) #2 Proposal

May 08, 2025



City of Tomball
South Wastewater Treatment
Plant (TSWWTP) Expansion Project

RECORD OF AMENDMENT				
Rev	Revision Description	Revision Date	Checker	Approver
0	GMP2 Proposal to City	05/08/25	T. Young	P. Bailey
1	Revised Cost Summary	5/19/25	T. Young	P. Bailey

**CURRENT REVISION
APPROVAL TO ISSUE**

Revision Description
GMP2 Proposal

Date
May 19, 2025

This is to confirm that this Guaranteed Maximum Price Proposal has been prepared, reviewed, and approved in accordance with internal Quality procedures and directives.

Prepared By


Triston R. Young
Preconstruction Manager

Approved By


Peter Bailey
Project Executive

CITY OF TOMBALL APPROVAL

Approved By

David Esquivel
City Manager

Mr. Drew Huffman
Director of Public Works
City of Tomball

Re: South Wastewater Treatment Plant Expansion Project – GMP 2 Proposal

Dear Mr. Huffman:

Webber Waterworks is pleased to submit our Guaranteed Maximum Price #2 (GMP 2) Proposal for the final phase of work to construct the referenced project.

GMP 2 includes the following major items:

- BOP 1-01.01 – Commercial Building Package – B&C Constructors
- BOP 2-01.01 – Sitework and Process Facilities Package – Webber Waterworks
- BOP 3-01.01 – Sitewide Electrical Package – Andrew Jordan Industrial
- BOP 4-01.01 – Sitewide HVAC Package – Diamondback Mechanical Group
- BOP 5-01.01 – Sitewide SCADA/I&C Package – Inframark
- General conditions, bonds and insurance cost are included at the contractually established rate.
- CMAR Fee is included at the contractually established rate.

This GMP 2 Proposal Includes:

- Section 1 provides a full cost breakdown for all direct construction costs (Tier 1 subcontracts) and a summary of all allowance items.
- Section 2 provides a schedule summary for the GMP 2 work activities.
- Section 3 provides a summary of all plans, specifications, assumptions, and clarifications.

The following GMP 2 assumptions are noted for clarity:

- General conditions cost and fee will be billed on a cost-incurred basis.
- As presented in Section 2, the milestone dates for this work are as follows:
 - » Council Approval – June 16, 2025
 - » Substantial Completion – October 22, 2027
 - » Final Completion – December 23, 2027
- All allowances have been clearly defined in this proposal. Any funds, included as allowances, which are not used will be tracked, and transferred to the project contingency for the overall project. All unused funds will be returned to the City at project completion.
- We are fully committed to identifying additional cost savings opportunities as the work progresses. If savings are realized, they will be measured and added to the project contingency.

Should you have any questions regarding this proposal, please feel free to contact me.

Sincerely,



Peter T. Bailey
Executive Vice President
Webber Waterworks



GUARANTEED MAXIMUM PRICE CONTENTS

Section 1: Cost

Exhibit A.1 – GMP Breakdown and Work Package Cost Summary

Exhibit A.2 – Cost Detail

* Work Package Documentation

Exhibit A.3 - Basis of Allowances

Section 2: Schedule

Exhibit B.1 – Schedule Summary

Section 3: Contract Documents

Exhibit C.1 – List of Plans

Exhibit C.2 – List of Specifications

Exhibit C.3 – Assumptions and Clarifications



Section 1: Cost



Exhibit A.1 GMP Breakdown and Work Package Cost Summary



City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

FINAL Guaranteed Maximum Price Proposal Cost Summary					
Purchase Phase	Bid Pkg	Description	PO / SA	Recommended Vendor	GMP Price
GMP 2	BOP1-01.01	Commercial Package	SA	B&C Constructors	\$ 638,679.00
GMP 2	BOP2-01.01	Sitework and Process Facilities	SA	Webber Waterworks	\$ 28,649,426.00
GMP 2	BOP3-01.01	Electrical - Site Wide	SA	Andrew Jordan Industrial	\$ 9,820,037.00
GMP 2	BOP4-01.01	HVAC - Site Wide	SA	Diamondback Mechanical Group	\$ 385,348.00
GMP 2	BOP5-01.01	SCADA, I&C	SA	Inframark	\$ 1,124,948.00
GMP 2	Allowance 2	GMP2 Allowance	AL		\$ 49,724.00
GMP 1		Deductive Alternate for GMP1			\$ (473,818.00)
SUBTOTAL COST OF WORK					\$ 40,194,344.00
CONTRACTOR FEES					
General Conditions Fee			9.85%		\$ 3,959,142.88
CMAR Fee			9.75%		\$ 3,918,948.54
CMAR Contingency			3.00%		\$ 1,205,830.32
FINAL GMP TOTAL					\$ 49,278,265.74

Exhibit A.2 Cost Detail



BOP1-01.01 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form

» Bidder 2
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Commercial Package | BOP1-01.01

Webber Waterworks Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

Webber Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Commercial Package | BOP1-01.01

Webber Waterworks Project #: P5R

Recommended Bidder: B&C Constructors L.P.

Eleven (11) companies were solicited to bid this scope of work to furnish all Commercial Package material, equipment and accessories required.

Two (2) companies fully submitted a bid on time.

Bidder 1: B&C Constructors L.P.

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Sirius Building Company LLC

The bidder was the second lowest in cost and based on compliance with proposal terms and conditions, experience, and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from B&C Constructors L.P. based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with B&C Constructors L.P. for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package BOP1_01.01 - COMMERCIAL PACKAGE

Bid Tabulation			B&C CONSTRUCTORS L.P. SIRIUS BUILDING COMPANY									
	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	QTY	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 365,463.94	\$ 365,463.94		\$ -		\$ -		\$ -
Division 1 - Quality Control Testing & Inspection	1	LS	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Mob/Demob	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -		\$ -		\$ -
Administration Building Expansion	1	LS	\$ 182,320.00	\$ 182,320.00	\$ 623,884.46	\$ 623,884.46		\$ -		\$ -		\$ -
Coarse Screen Dumpster Building	1	LS	\$ 49,957.00	\$ 49,957.00	\$ 520,069.23	\$ 520,069.23		\$ -		\$ -		\$ -
Aeration Basin Blower Building	1	LS	\$ 203,112.00	\$ 203,112.00	\$ 610,086.93	\$ 610,086.93		\$ -		\$ -		\$ -
MCC-D Building	1	LS	\$ 77,290.00	\$ 77,290.00	\$ 297,258.79	\$ 297,258.79		\$ -		\$ -		\$ -
Bonds	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 61,538.98	\$ 61,538.98		\$ -		\$ -		\$ -
Taxes (non-permanent material)	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$576,179.00		\$2,478,302.33		\$0.00		\$0.00		\$0.00
Normalization	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$576,179.00		\$2,478,302.33		\$0.00		\$0.00		\$0.00
Deduct to use Iron Brother as PEMB supplier	1	LS	\$ (10,129.00)	\$ (10,129.00)		\$ -		\$ -		\$ -		\$ -
Add foundations for Coarse Screen Aeration & MCC-D CONCRETE ONLY	1	LS	\$ 62,500.00	\$ 62,500.00		\$ -		\$ -		\$ -		\$ -
Total: Normalized Bid + Alternates				\$638,679.00		\$2,478,302.33		\$0.00		\$0.00		\$0.00
% Variance from Low Bid				0.00%		288.04%		0.00%		0.00%		0.00%
Schedule												
Completion of all Construction Activities (Substantial Completion):		WK		55 Days*		Not Provided						
Final Completion		WK				Not Provided						
Proposal Terms and Conditions:												
Agreed to Webber T&C		Y/N		Y		N*						
% MWBE Participation		%		0%		0%						
Qualification Forms Submitted		Y/N		N		N						
Acknowledge Receipt of Addenda		Y/N		Y		Y						
Acknowledge Receipt of Bid Clarifications		Y/N		Y		Y						
Bid Bond		N/A		N		N						
Technical Proposal												
Scope of Work		Y/N		Y		Y						
Project Approach		Y/N		N		N						
Project Experience		Y/N		N		N						
Project Team Organization/Key Personnel		Y/N		N		Y						
Safety		Y/N		N		N						
Schedule		N/A		Y		N						

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	B&C CONSTRUCTORS L.P.	SIRIUS BUILDING COMPANY	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	50%	50.00	11.62	#DIV/0!	#DIV/0!	#DIV/0!
Technical Proposal - Safety	10%	5.00	5.00			
Technical Proposal - Experience and Qualifications	30%	15.00	12.00			
Compliance with Proposal Terms and Conditions (See list above)	10%	10.00	10.00			
Total Points	100%	80.00	38.62	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	05/05/25
Recommended Vendor	B&C CONSTRUCTORS L.P.
Contract Value:	\$638,679.00
Recommended By:	Triston Young, Webber Waterworks

ACCEPTANCE	
Freese & Nichols	
Murali Erat	
City of Tomball	
David Esquivel	

B&C Constructors

PACKAGE NO.: BOP1-01.01
PACKAGE DESCRIPTION: COMMERCIAL PACKAGE
PROPOSER'S COMPANY NAME: B&C Constructors L.P.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words:	Five Hundred seventy six thousand, one hundred seventy nine dollars
In Figures: \$	576,179.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 40,000.00	\$ 40,000.00
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ 3,000.00	\$ 3,000.00
3	Division 1 - Startup & Commissioning	1	LS	\$ 2,000.00	\$ 2,000.00
4	Division 1 - Mob/Demob	1	LS	\$ 6,500.00	\$ 6,500.00
5	Administration Building Expansion	1	LS	\$ 182,320.00	\$ 182,320.00
6	Coarse Screen Dumpster Building	1	LS	\$ 49,957.00	\$ 49,957.00
7	Aeration Basin Blower Building	1	LS	\$ 203,112.00	\$ 203,112.00
8	MCC-D Building	1	LS	\$ 77,290.00	\$ 77,290.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 564,179.00
9	Bonds				\$ 12,000.00
10	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 576,179.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Deduct to use Iron Brother as PEMB supplier	1	LS	\$ (10,129.00)	\$ (10,129.00)
2	Add foundations for Coarse Screen Aeration & MCC-D CONCRETE ONLY	1	LS	\$ 62,500.00	\$ 62,500.00
3		1	LS		\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration	Wks/Days	
Completion of all Contruction Activities (Substantial Completion)			Separate schedule attached per building		
Final Completion			To Follow CMAR provided schedule		

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6

Initial

Date

JC 4/8/2025 We will be using a supplier not listed in the specs. It is a supplier that has provided multiple buildings we have built directly for the City of Tomball

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Bid Clarification No. 1
Bid Clarification No. 2
Bid Clarification No. 3
Bid Clarification No. 4
Bid Clarification No. 5
Bid Clarification No. 6

Initial

Date

JC 3/21/2025
JC 4/4/2025
JC 4/10/2025
JC 4/28/2025

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 We are completing ~~dry~~ earthwork and concrete directly associated with the Admin building expansion only. This scope will be turn Key Excludes Electrical and HVAC. Plumbing and all interior finish work is included
- 2
- 3 We are ONLY proposing to supply & install GMP's for Coarse Screen, Dumpster, Aeration Basin Blower & MCC-D Buildings. Concrete by others
- 4
- 5 Alternate pricing on Headworks RAS/Pump Station Canopies and Support and Erection for new structures ONLY. Concrete by others
- 6
- 7 Alternate for foundation on 3 buildings for concrete work only, any embed plates / guide rails / loads provided by misc. metal supplier
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

Refer to Exhibit C.3 for Applicable GMP Assumptions & Clarifications

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

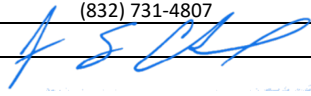
yes

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

**Request For Proposal
Bid Form - Suppliers**

5/2/2025

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Company Name: B&C Constructors L.P.
Contact Name and Title: Jared Cochran, Project Manager
Contact Phone Number: (832) 731-4807
Signature: 

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost
(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety (EMR & TRIR)
(Provide your current Workers Compensation Experience Rating (EMR) and current Total Recordable Incident Rate (TRIR) and attached additional supporting data)
Experience and Qualifications
(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements
(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal)

Weighting Value |

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

Sirius Building Company

PACKAGE NO.: BOP1-01.01
PACKAGE DESCRIPTION: COMMERCIAL PACKAGE
PROPOSER'S COMPANY NAME: Sirius Building Company

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Two million, four hundred seventy-eight thousand, three hundred two and thirty-four cents
In Figures: \$ 2,478,302.34

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 365,463.94	\$ 365,463.94
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ -	\$ -
3	Division 1 - Startup & Commissioning	1	LS	\$ -	\$ -
4	Division 1 - Mob/Demob	1	LS	\$ -	\$ -
5	Administration Building Expansion	1	LS	\$ 623,884.46	\$ 623,884.46
6	Coarse Screen Dumpster Building	1	LS	\$ 520,069.23	\$ 520,069.23
7	Aeration Basin Blower Building	1	LS	\$ 610,086.93	\$ 610,086.93
8	MCC-D Building	1	LS	\$ 297,258.79	\$ 297,258.79
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 2,416,763.35
9	Bonds				\$ 61,538.98
10	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 2,478,302.33
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration	Wks/Days	
Completion of all Construction Activities (Substantial Completion)			_____		
Final Completion			_____		

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	BG	10-Apr
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1	BG	1-Apr
Bid Clarification No. 2	BG	4-Apr
Bid Clarification No. 3	BG	10-Apr
Bid Clarification No. 4	BG	28-Apr
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 No Permits, Plans, ADA Review, Asbestos Survey Included
- 2 No Sales Tax Included - Assumes Tax Exempt Certificate
- 3 Bid is based on regular work hours. After hours, night, or weekend work could add additional costs.
- 4 Bid excludes security systems.
- 5 Bid excludes any or any foreign object excavation if encountered during excavation of plumbing trenches.
- 6 Pricing on this bid is only valid for 30 days. Sirius will be held to maintain costs if the project is awarded after the deadline, but does hold the right
- 7 Changes to scope of work or unforeseen conditions could affect cost
- 8 Assumes work to be completed in 2 mobilizations. Additional mobilizations will incur additional cost.
- 9 Excludes connecting downpipes to storm drain system. Not applicable
- 10 P&P Bond priced for subcontractor bonding, not Sirius.
- 11 Assume site is pad ready, Sirius is excluding site work for pad preparation.
- 12 All conduit, raceways, disconnects, electrical boxes, wiring, and connections at OHD by Electrical. Sirius will not provide.
- 13 No fire alarm / fire sprinkler work currently included.
- 14 No bid bond included.
- 15 Bid excludes municipality charges, impact fees, or water meter tap fees.
- 16 Bid excludes hoist and trolley system. By others, but Sirius will coordinate.
- 17 Cost of work assumes Sirius is awarded of entire scope of work. Removal of any scope at time of award will affect pricing.

Refer to Exhibit C.3 for Applicable
GMP Assumptions & Clarifications

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

No. Reference A.1 Contract Modifications on Wilbarger Contracts

**Request For Proposal
Bid Form - Suppliers**

5/1/2025

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name:	Sirius Building Company
Contact Name and Title	Beau Glover Director of Preconstruction
Contact Phone Number:	214-673-2368
Signature	

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost
(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety (EMR & TRIR)
(Provide your current Workers Compensation Experience Rating (EMR) and current Total Recordable Incident Rate (TRIR) and attached additional supporting data)
Experience and Qualifications
(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements
(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)

Weighting Value |

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

BOP2-01.01 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form



May 8, 2025

Drew Huffman
Public Works Director
City of Tomball
501 James Street
Tomball, TX 77375

Re: City of Tomball South Wastewater Treatment Plant Expansion
City Project No. 2023-10003
Recommendation of Award – Balance of Package 2 (BOP2)
Tomball South WWTP – GMP2 – BOP 2-01.01

Dear Mr. Huffman:

The purpose of this letter is to formally provide a recommendation for award to the Construction Manager at Risk (CMAR), Webber Waterworks, LLC, for self-performing the Balance of Plant (BOP) Package 2-01.01 for Site Work and Process Facilities at the Tomball South Wastewater Treatment Plant (WWTP), under Guaranteed Maximum Price No. 2 (GMP 2).

The BOP Package was advertised beginning March 13, 2025, with bids for BOP2-01.01 – Site Work and Process Facilities due for submission on Civcast by 2:00 p.m. on April 17, 2025. Only one sealed bid was received for this package, submitted by Webber Waterworks, LLC.

Freese and Nichols, Inc. (FNI) has carefully reviewed the bid proposal from Webber Waterworks, LLC, and finds it complete and compliant. The following adjustments are reflected in the final recommended contract value:

- Alternate Deduct Items: As discussed during the meeting with the City on May 7, 2025, the alternate deduct items – installation of the second coarse screen and the rotary drum thickener – are accepted and will be removed from the project scope and deducted from the bid price.
- Magnesium Hydroxide System: The cost for the magnesium hydroxide system will be included as an allowance item rather than part of the base bid, as it may not be required pending the Texas Commission on Environmental Quality (TCEQ) decision regarding the removal of a copper limit from the plant's discharge permit.
- Post-Bid Value Engineering: Following the bid, Webber offered an additional credit of \$110,000 for changing the pipe material under roadways from ductile iron to C900 PVC.

The updated pricing for BOP2-01.01 is summarized below:

ORIGINAL BOP 2 BASE PROPOSAL PRICE	\$28,807,000.00
Alternate Item No. 1: Installation of Single Screening Unit	\$(20,053.00)
Alternate Item No. 2: Installation of Single Rotary Drum Thickener	\$(27,521.00)
Value Engineering Item: Changing DI Pipe to PVC Pipe Under Roadways	\$(110,000.00)
UPDATED BOP 2 BASE PROPOSAL PRICE	\$28,649,426.00

The revised bid form submitted by Webber Waterworks, LLC, is attached to this recommendation letter. FNI has reviewed the revised bid form and concurs with the evaluation and scoring detailed in the attached evaluation form.

FNI recommends that Webber Waterworks, LLC, be authorized to self-perform the BOP 2-01.01 package in the amount of **\$28,649,426.00**. This work shall be executed in accordance with the contract plans and specifications. Any deviations from the contract requirements shall be undertaken at the risk and cost of Webber Waterworks, LLC. It is important to note that, as CMAR, Webber Waterworks, LLC, retains full responsibility for delivering a complete and operational project as specified in the Contract Documents. Acceptance of these work packages does not alter or diminish the CMAR's obligations to the City under the contract.

If you have any questions, please contact me at 832-456-4709 or at mue@freese.com.

Sincerely,

A handwritten signature in blue ink, reading 'Murali Erat'.

Murali Erat, P.E.
Project Manager
Freese and Nichols, Inc.

cc: Meagan Mageo, City of Tomball
Will Goff, City of Tomball
Alejandro Vasquez, Webber Waterworks, LLC
Triston Bing-Young, Webber Waterworks, LLC
Peter Bailey, Webber Waterworks, LLC
Richard Weatherly, Freese and Nichols
Matt Cartwright, Freese and Nichols, Inc.
Chuck Wolf, Freese and Nichols, Inc.
Brennan Riley, Freese and Nichols, Inc.

City of Tomball South Wastewater Treatment Plant (WWTP) Expansion

Bid Package BOP 2-01.01 - SITE WORK AND PROCESS FACILITIES PACKAGE - EVALUATION FORM

Bid Tabulation	Budgeted		WEBBER WATERWORKS, LLC		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	Qty	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	\$ 1,795,400.00	\$ 1,795,400.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Quality Control Testing & Inspection	1	LS	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning	1	LS	\$ 50,000.00	\$ 50,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Mob/Demob	1	LS	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -
Temporary Facilities and Controls	1	LS	\$ 194,311.92	\$ 194,311.92		\$ -		\$ -		\$ -		\$ -
Sitework (Roads, Site Grading, Paving, etc.)	1	LS	\$ 1,682,305.95	\$ 1,682,305.95		\$ -		\$ -		\$ -		\$ -
Yard Piping	1	LS	\$ 5,895,267.41	\$ 5,895,267.41		\$ -		\$ -		\$ -		\$ -
Coarse Screen	1	LS	\$ 795,040.27	\$ 795,040.27		\$ -		\$ -		\$ -		\$ -
Coarse Screen Dumpster Building	1	LS	\$ 123,810.91	\$ 123,810.91		\$ -		\$ -		\$ -		\$ -
Influent Lift Station	1	LS	\$ 4,004,263.69	\$ 4,004,263.69		\$ -		\$ -		\$ -		\$ -
Headworks	1	LS	\$ 1,014,452.36	\$ 1,014,452.36		\$ -		\$ -		\$ -		\$ -
Headworks Dumpster	1	LS	\$ 85,445.28	\$ 85,445.28		\$ -		\$ -		\$ -		\$ -
Splitter Box	1	LS	\$ 441,635.43	\$ 441,635.43		\$ -		\$ -		\$ -		\$ -
Aeration Basins	1	LS	\$ 6,357,451.87	\$ 6,357,451.87		\$ -		\$ -		\$ -		\$ -
Aeration Basin Blower Building	1	LS	\$ 480,475.91	\$ 480,475.91		\$ -		\$ -		\$ -		\$ -
Final Clarifiers	1	LS	\$ 1,838,593.29	\$ 1,838,593.29		\$ -		\$ -		\$ -		\$ -
Scum Pump Station No. 2	1	LS	\$ 186,610.87	\$ 186,610.87		\$ -		\$ -		\$ -		\$ -
RAS/WAS Pump Stations No. 1 & 2	1	LS	\$ 1,177,865.08	\$ 1,177,865.08		\$ -		\$ -		\$ -		\$ -
Tertiary Filters	1	LS	\$ 576,940.35	\$ 576,940.35		\$ -		\$ -		\$ -		\$ -
UV Disinfection	1	LS	\$ 1,080,913.11	\$ 1,080,913.11		\$ -		\$ -		\$ -		\$ -
Rotary Drum Thickeners	1	LS	\$ 590,758.08	\$ 590,758.08		\$ -		\$ -		\$ -		\$ -
Dewatering Building	1	LS	\$ 148,424.28	\$ 148,424.28		\$ -		\$ -		\$ -		\$ -
Vacuum Truck Receiving Station	1	LS	\$ 108,246.24	\$ 108,246.24		\$ -		\$ -		\$ -		\$ -
Generator Pad	1	LS	\$ 115,893.78	\$ 115,893.78		\$ -		\$ -		\$ -		\$ -
Bonds	1	LS	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -
Taxes (non-permanent material)	1	LS	\$ -	\$ 62,893.94		\$ -		\$ -		\$ -		\$ -
Unit Rate Items - To Be Used As The Basis For Negotiation				\$ -		\$ -		\$ -		\$ -		\$ -
Sludge Removal and disposal from oxidation ditch	330,900	Gallon	\$ 0.55	\$ 183,318.60		\$ -		\$ -		\$ -		\$ -
Sludge Removal and disposal from oxidation ditch	253	Wet Tons	\$ 683.75	\$ 172,988.75		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 28,807,000.00		\$ -		\$ -		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 28,807,000.00		\$ -		\$ -		\$ -		\$ -
Installation of Single Screening Unit (Accepted)	1	LS	\$ (20,053.00)	\$ (20,053.00)		\$ -		\$ -		\$ -		\$ -
Installation of Single Rotary Drum Thickener (Accepted)	1	LS	\$ (27,521.00)	\$ (27,521.00)		\$ -		\$ -		\$ -		\$ -
Change DI Pipe to PVC Pipe Under Roadways (Accepted)	1	LS	\$ (110,000.00)	\$ (110,000.00)		\$ -		\$ -		\$ -		\$ -
Magnesium Hydroxide System (Allowance Item)	1	LS	\$ 45,924.00	\$ 45,924.00		\$ -		\$ -		\$ -		\$ -
Prestressed Concrete Tanks (Not Accepted)	1	LS	\$ 645,600.00	\$ 645,600.00		\$ -		\$ -		\$ -		\$ -
Total: Normalized Bid + Accepted Alternates				\$ 28,649,426.00		\$ -		\$ -		\$ -		\$ -
% Variance from Low Bid				-		0.00%		0.00%		0.00%		0.00%
Schedule												
Completion of Construction Activities		Days		626 Days								
Proposal Terms and Conditions:												
Agreed to Webber T&C		N/A		N/A								
% MWBE Participation		%		0%								
Qualification Forms Submitted		Y/N		Y								
Acknowledge Receipt of Addenda		Y/N		Y								
Acknowledge Receipt of Bid Clarifications		Y/N		Y								
Bid Bond		N/A		N/A								
Technical Proposal:												
Scope of Work		Y/N		Y								
Project Approach		Y/N		Y								
Project Experience		Y/N		Y								
Project Team Organization/Key Personnel		Y/N		Y								
Safety		Y/N		Y								
Schedule		Y/N		Y								

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	Webber Waterworks, LCC	-	-	-	-
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	50%	50.00				
Technical Proposal - Safety	10%	10.00				
Technical Proposal - Experience and Qualifications	30%	30.00				
Compliance with Proposal Terms and Conditions (See List Above)	10%	10.00				
Total Points	100%	100.00	-	-	-	-

Date of Recommendation:	5/8/2025
Recommended Vendor:	WEBBER WATERWORKS, LLC
Contract Value:	\$28,649,426.00
Recommended By:	Murali Erat, Freese and Nichols

ACCEPTANCE	
Freese & Nichols Murali Erat	
City of Tomball David Esquivel	

PACKAGE NO.:	BOP2-01.01
PACKAGE DESCRIPTION:	SITE WORK AND PROCESS FACILITIES PACKAGE
PROPOSER'S COMPANY NAME:	Webber Waterworks, LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words:	Twenty Eight Million Eight Hundred and Seven Thousand Dollars
In Figures: \$	\$28,807,000

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 1,795,400.00	\$ 1,795,400.00
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ -	\$ -
3	Division 1 - Startup & Commissioning	1	LS	\$ 50,000.00	\$ 50,000.00
4	Division 1 - Mob/Demob	1	LS	\$ -	\$ -
5	Temporary Facilities and Controls	1	LS	\$ 194,311.92	\$ 194,311.92
6	Sitework (Roads, Site Grading, Paving, etc.)	1	LS	\$ 1,682,305.95	\$ 1,682,305.95
7	Yard Piping	1	LS	\$ 5,895,267.41	\$ 5,895,267.41
8	Coarse Screen	1	LS	\$ 795,040.27	\$ 795,040.27
9	Coarse Screen Dumpster Building	1	LS	\$ 123,810.91	\$ 123,810.91
10	Influent Lift Station	1	LS	\$ 4,004,263.69	\$ 4,004,263.69
11	Headworks	1	LS	\$ 1,014,452.36	\$ 1,014,452.36
12	Headworks Dumpster	1	LS	\$ 85,445.28	\$ 85,445.28
13	Splitter Box	1	LS	\$ 441,635.43	\$ 441,635.43
14	Aeration Basins	1	LS	\$ 6,357,451.87	\$ 6,357,451.87
15	Aeration Basin Blower Building	1	LS	\$ 480,475.91	\$ 480,475.91
16	Final Clarifiers	1	LS	\$ 1,838,593.29	\$ 1,838,593.29
17	Scum Pump Station No. 2	1	LS	\$ 186,610.87	\$ 186,610.87
18	RAS/WAS Pump Stations No. 1 & 2	1	LS	\$ 1,177,865.08	\$ 1,177,865.08
19	Tertiary Filters	1	LS	\$ 576,940.35	\$ 576,940.35
20	UV Disinfection	1	LS	\$ 1,080,913.11	\$ 1,080,913.11
21	Rotary Drum Thickeners	1	LS	\$ 590,758.08	\$ 590,758.08
22	Dewatering Building	1	LS	\$ 148,424.28	\$ 148,424.28
23	Vacuum Truck Receiving Station	1	LS	\$ 108,246.24	\$ 108,246.24
24	Generator Pad	1	LS	\$ 115,893.78	\$ 115,893.78
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 28,744,106.06
25	Bonds				\$ -
26	Taxes (non-permanent material)				\$ 62,893.94
TOTAL BASE PROPOSAL PRICE					\$ 28,807,000.00
SECTION 1A - UNIT RATE ITEMS - TO BE USED AS THE BASIS FOR NEGOTIATION					
ITEM	DESCRIPTION		UNIT	UNIT COST	COST
1	Sludge Removal and disposal from oxidation ditch	330,900	Gallon	\$ 0.55	\$ 183,318.60
2	Sludge Removal and disposal from oxidation ditch	253	Wet Tons	\$ 683.75	\$ 172,988.75
3				\$ -	\$ -

SECTION 2 - ALTERNATES & VALUE ENGINEERING

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Installation of Single Screening Unit	1	LS	\$ (20,053.00)	\$ (20,053.00)
2	Installation of Single Rotary Drum Thickener	1	LS	\$ (27,521.00)	\$ (27,521.00)
3	Magnesium Hydroxide System	1	LS	\$ 45,924.00	\$ 45,924.00
4	Prestressed Concrete Tanks	1	LS	\$ 645,600.00	\$ 645,600.00
5	Changing DI Pipe to PVC Pipe Under Roadways	1	LS	\$ (110,000.00)	\$ (110,000.00)
6		1	LS	\$ -	\$ -

SECTION 3 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

Initial

Date

Addendum No. 1

PB

4/8/2025

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

Addendum No. 6

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Initial

Date

Bid Clarification No. 1

PB

3/31/2025

Bid Clarification No. 2

PB

4/4/2025

Bid Clarification No. 3

Bid Clarification No. 4

Bid Clarification No. 5

Bid Clarification No. 6

SECTION 4 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1 After demolition the existing influent lift station will be left in place and backfilled with excavated material.

2 Sludge removal cost is based on 10,950 gallons/253 Wet Tons.

3 Per the geotechnical report there is no dewatering required on site. Dewatering cost is excluded.

4 Excavated material will be used for backfill of all structures.

5 Separate bonds are not included for CMAR submittal packages.

6 Webber Waterworks has excluded any costs associated with 3rd party review of the project plan for permitting, materials testing & inspections, energy

7 Natural gas done by others

8 Webber Waterworks has considered relocation of two center point pole for construction of influent lift station

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Refer to Exhibit C.3 for Applicable GMP Assumptions & Clarifications

SECTION 5 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

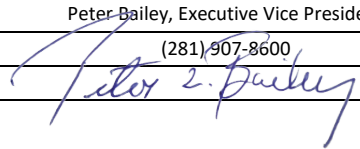
N/A

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Additional Information:

Percentage of MWDBE Participation Provided as a Part of This Bid:

0%

Company Name: Webber Waterworks, LLC
Contact Name and Title: Peter Bailey, Executive Vice President
Contact Phone Number: (281) 907-8600
Signature: 

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost

(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Weighting Value

50 Points

Technical Proposal

Safety (EMR & TRIR)

(Provide your current workers compensation experience rating (EMR) and current total recordable Incident Rate (TRIR) and attached additional supporting data)

Experience and Qualifications

(Provide Subcontractor Information Form, Project Approach and Schedule)

10 Points

30 Points

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements

(Any exclusions to the contract documents or design requirements need to be listed on company's letterhead and submitted with the proposal)

10 Points

TOTAL 100 Points

BOP3-01.01 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Sitewide Electrical | BOP3-01.01

Webber Waterworks Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

Webber Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Sitewide Electrical | BOP3-01.01
Webber Waterworks Project #: P5R

Recommended Bidder: Andrew-Jordan Industrial

Six (6) companies were solicited to bid this scope of work to furnish all Sitewide Electrical material, equipment and accessories required.

Only one (1) company fully submitted a bid on time.

Bidder 1: Andrew-Jordan Industrial

The bidder was the only bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

We recommend proceeding with the bid proposal from Andrew-Jordan Industrial based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Andrew-Jordan Industrial for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package BOP3_01.01 - ELECTRICAL - SITE WIDE

Bid Tabulation			ANDREW JORDAN, INC									
	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	QTY	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	\$ 300,000.00	\$ 300,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Quality Control Testing & Inspection	1	LS	\$ 50,000.00	\$ 50,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 40,000.00	\$ 40,000.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Mob/Demob	1	LS	\$ 350,000.00	\$ 350,000.00		\$ -		\$ -		\$ -		\$ -
Sitewide Electrical	1	LS	\$ 9,084,058.00	\$ 9,084,058.00		\$ -		\$ -		\$ -		\$ -
Bonds	1	LS	\$ 120,287.00	\$ 120,287.00		\$ -		\$ -		\$ -		\$ -
Taxes (non-permanent material)	1	LS	\$ 49,500.00	\$ 49,500.00		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$9,993,845.00		\$0.00		\$0.00		\$0.00		\$0.00
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$9,993,845.00		\$0.00		\$0.00		\$0.00		\$0.00
Installation of Single Screening Unit	1	LS	\$ (6,500.00)	\$ (6,500.00)		\$ -		\$ -		\$ -		\$ -
Installation of Singe Rotary Drum Thickener	1	LS	\$ (5,500.00)	\$ (5,500.00)		\$ -		\$ -		\$ -		\$ -
Magnesium Hydroxide System	1	LS	\$ (3,800.00)	\$ (3,800.00)		0%		0%		0%		0%
Concrete Encased Duct Bank	1	LS	\$ (118,008.00)	\$ (118,008.00)								
PVC Coated Aluminum 90-degree elbows and 45-degree elbows for 2” and Larger	1	LS	\$ (40,000.00)	\$ (40,000.00)								
Total: Normalized Bid + Alternates				\$9,820,037.00		\$0.00		\$0.00		\$0.00		\$0.00
% Variance from Low Bid				-		0.00%		0.00%		0.00%		0.00%
Schedule												
Completion of Construction Activities (Substantial Completion - from date of SA Execution):		WK		104 Wks /728 Days								
Final Completion:		WK		108 Wks /756 Days								
Proposal Terms and Conditions:												
Agreed to Webber T&C		Y/N		Y								
% MWBE Participation		%		0%								
Qualification Forms Submitted		Y/N		Y								
Acknowledge Receipt of Addenda		Y/N		Y								
Acknowledge Receipt of Bid Clarifications		Y/N		Y								
Bid Bond		N/A		Y								
Technical Proposal												
Scope of Work		Y/N		Y								
Project Approach		Y/N		N								
Project Experience		Y/N		Y								
Project Team Organization/Key Personnel		Y/N		Y								
Safety		Y/N		N								
Schedule		Y/N		Y								

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	ANDREW JORDAN, INC	0	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	50%	50.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Technical Proposal - Safety	10%	5.00				
Technical Proposal - Experience and Qualifications	30%	25.00				
Compliance with Proposal Terms and Conditions (See list above)	10%	10.00				
Total Points	100%	90.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	05/08/25
Recommended Vendor	ANDREW JORDAN, INC
Contract Value:	\$9,820,037.00
Recommended By:	Triston Young, Webber Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	
City of Tomball David Esquivel	

Andrew-Jordan Industrial

**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

4/17/2025

PACKAGE NO.: BOP3-01.01
PACKAGE DESCRIPTION: SITEWIDE ELECTRICAL PACKAGE
PROPOSER'S COMPANY NAME: Andrew-Jordan Industrial LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Nine million nine hundred ninety three thousand eight hundred and forty five dollars
In Figures: \$ 9,993,845.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 300,000.00	\$ 300,000.00
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ 50,000.00	\$ 50,000.00
3	Division 1 - Startup & Commissioning	1	LS	\$ 40,000.00	\$ 40,000.00
4	Division 1 - Mob/Demob	1	LS	\$ 350,000.00	\$ 350,000.00
5	Sitewide Electrical	1	LS	\$ 9,084,058.00	\$ 9,084,058.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 9,824,058.00
6	Bonds				\$ 120,287.00
7	Taxes (non-permanent material)				\$ 49,500.00
TOTAL BASE PROPOSAL PRICE					\$ 9,993,845.00 <i>m.p.</i>
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Installation of Single Screening Unit	1	LS	\$ (6,500.00)	\$ (6,500.00)
2	Installation of Single Rotary Drum Thickener	1	LS	\$ (5,500.00)	\$ (5,500.00)
3	Magnesium Hydroxide System	1	LS	\$ (3,800.00)	\$ (3,800.00)
4		1	LS	\$ -	\$ -
5		1	LS	\$ -	\$ -
6		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration Wks/Days		
Completion of Contruction Activities (Substantial Completion)			104 Weeks/728 Days		
Final Completion			108 Weeks/756 Days		

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

	Initial	Date
Addendum No. 1	MD	8-Apr-25
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

	Initial	Date
Bid Clarification No. 1	MD	31-Mar-25
Bid Clarification No. 2	MD	4-Apr-25
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- | | |
|----|---|
| 1 | Assuming that the Documentation & Control Contractor is providing, terminating and testing all Fiber Optic Cables |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| 11 | |
| 12 | |
| 13 | |
| 14 | |
| 15 | |

**Refer to Exhibit C.3 for Applicable
GMP Assumptions & Clarifications**

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:


Agreed to Webber Terms and Conditions (yes or no):

☐ YES

**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

4/17/2025

If NO - Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Andrew-Jordan Industrial LLC
Contact Name and Title: Mike Doran Vice President
Contact Phone Number: 281-948-5901
Signature: Mike Doran 

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost

(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety (EMR & TRIR)

(Provide your current Workers Compensation Experience Rating (EMR) and current Total

Experience and Qualifications

(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements

(Any exclusions to the contract documents or design requirements Need to be listed on

Weighting Value |

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

BOP4-01.01 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form

» Bidder 2
Bid Form

» Bidder 3
Bid Form

» Bidder 4
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Sitewide HVAC | BOP4-01.01

Webber Waterworks Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

Webber Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Sitewide HVAC | BOP4-01.01

Webber Waterworks Project #: P5R

Recommended Bidder: Diamondback Mechanical Group

Ten (10) companies were solicited to bid this scope of work to furnish all Sitewide HVAC material, equipment and accessories required.

Four (4) companies fully submitted a bid on time.

Bidder 1: Diamondback Mechanical Group

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Solid State Mechanical, LLC

This bidder was second lowest in cost and based on compliance with proposal terms and conditions and experience and qualifications, scored second on considered tabulation.

Bidder 3: McCann Services, Inc.

This bidder was the third lowest on cost and based on compliance with proposal terms and conditions and experience and qualifications, scored third on considered tabulation.

Bidder 4: Washington & Son's AC & Heating

The bidder provided an incomplete bid that did not comply with the scope of work for this package and did not provide responses to clarifying questions.

We recommend proceeding with the bid proposal from Diamondback Mechanical Group based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Diamondback Mechanical Group for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package BOP4_01.01 - Sitewide HVAC

Bid Tabulation			Diamondback Mechanical Group		Solid State Mechanical, LLC		McCann Services, Inc.		Washington & Son's AC & Heating			
	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	QTY	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Division 1 - Quality Control Testing & Inspection	1	LS	\$ 4,457.00	\$ 4,457.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 2,766.00	\$ 2,766.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Mob/Demob	1	LS	\$ 13,473.00	\$ 13,473.00		\$ -		\$ -		\$ -		\$ -
Sitewide Heating, Ventilation, and Air Conditioning	1	LS	\$ 326,380.00	\$ 326,380.00	\$ 446,200.00	\$ 446,200.00	\$ 405,965.00	\$ 405,965.00	\$ 180,700.00	\$ 180,700.00		\$ -
Bonds	1	LS	\$ 5,695.00	\$ 5,695.00		\$ -	\$ 52,700.00	\$ 52,700.00		\$ -		\$ -
Taxes (non-permanent material)	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$352,771.00		\$446,200.00		\$458,665.00		\$180,700.00		\$0.00
Normalization				\$ -		\$ 9,593.00		\$ 2,900.00		\$ -		\$ -
Total: Base Bid + Normalization				\$352,771.00		\$455,793.00		\$461,565.00		\$180,700.00		\$0.00
Price Hold for anticipated Tariff's and Equipment Increase (equipment only)				\$ 32,577.00		\$ -		\$ -		\$ -		\$ -
Total: Normalized Bid + Alternates				\$385,348.00		\$455,793.00		\$461,565.00		\$180,700.00		\$0.00
% Variance from Low Bid				-		29.20%		30.84%				0.00%
Schedule												
Completion of Construction Activites (Substantial Completion) :		WK		20 Days		8 weeks / 40 days		20 Days		Not Provided		
Final Completion:		WK		2 Days				4 Days		Not Provided		
Proposal Terms and Conditions:												
Agreed to Webber T&C		Y/N		Y		Y		Y		Not Provided		
% MWBE Participation		%		Y		0%		0%		Not Provided		
Qualification Forms Submitted		Y/N		Y		N		N		Not Provided		
Acknowledge Receipt of Addenda		Y/N		Y		Y		Y		Not Provided		
Acknowledge Receipt of Bid Clarifications		Y/N		Y		Y		Y		Not Provided		
Bid Bond		N/A		Y		N		N		Not Provided		
Technical Proposal												
Scope of Work		Y/N		Y		Y		Y		Not Provided		
Project Approach		Y/N		N		N		N		Not Provided		
Project Experience		Y/N		N		N		N		Not Provided		
Project Team Organization/Key Personnel		Y/N		N		N		N		Not Provided		
Safety		Y/N		N		N		N		Not Provided		
Schedule		N/A		N		N		N		Not Provided		

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	Diamondback Mechanical Group	Solid State Mechanical, LLC	McCann Services, Inc.	Washington & Son's AC & Heating	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	50%	50.00	39.53	38.46	NOT SCORED	#DIV/0!
Technical Proposal - Safety	10%	5.00	0.00	0.00	NOT SCORED	
Technical Proposal - Experience and Qualifications	30%	20.00	10.00	10.00	NOT SCORED	
Compliance with Proposal Terms and Conditions (See list above)	10%	10.00	10.00	10.00	NOT SCORED	
Total Points	100%	85.00	59.53	58.46		#DIV/0!

Date of Recommendation:	05/08/25
Recommended Vendor	Diamondback Mechanical Group
Contract Value:	\$385,348.00
Recommended By:	Triston Young, Webber Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	
City of Tomball David Esquivel	

Bid Cost Normalization

#	Description	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Notes
1	Testing & Balancing	\$ -	\$ 2,900.00	\$ 2,900.00		
2	Bonds	\$ -	\$ 6,693.00	\$ -	\$ -	
3		\$ -	\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	\$ -	
6		\$ -	\$ -	\$ -	\$ -	
7		\$ -	\$ -	\$ -	\$ -	
8		\$ -	\$ -	\$ -	\$ -	
9		\$ -	\$ -	\$ -	\$ -	
10		\$ -	\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ 9,593.00	\$ 2,900.00	\$ -	

Diamondback Mechanical Group

PACKAGE NO.: BOP4-01.01
PACKAGE DESCRIPTION: SITEWIDE HVAC PACKAGE
PROPOSER'S COMPANY NAME: Diamondback Mechanical Group

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Three Hundred Fifty-Two Thousand, Seven Hundred Seventy-One dollars and no/100
In Figures: \$ 352,771.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ 4,457.00	\$ 4,457.00
3	Division 1 - Startup & Commissioning	1	LS	\$ 2,766.00	\$ 2,766.00
4	Division 1 - Mob/Demob	1	LS	\$ 13,473.00	\$ 13,473.00
5	Sitewide Heating, Ventilation, and Air Conditioning	1	LS	\$ 326,380.00	\$ 326,380.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 347,076.00
6	Bonds				\$ 5,695.00
7	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 352,771.00

Option 1 Daikin Equipment

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Price Hold for anticipated Tariff's and Price Increase (equipment only)	1	LS	\$ 32,577.00	\$ 32,577.00
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE

Identify the duration of the following schedule activities:

	Duration	Wks/Days
Completion of Construction Activities (Substantial Completion)		20 Days
Final Completion		2 Days

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	MD	4/8/2025
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1	MD	4-Apr-25
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Omit burying condensate lines per Sheets ABB-H1 and MCD-H1 per email Clarifications
- 2 Price valid for 30 Days from original sent date per email response clarifications).
- 3 Price hold add Item 1 from Submittal Base Proposal (per Section 1)
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

**Refer to Exhibit C.3 for Applicable
GMP Assumptions & Clarifications**

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

Yes

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name:	Diamondback Mechanical Group
Contact Name and Title	Michael Dye - Estimator
Contact Phone Number:	(210) 409-7271
Signature	Michael Dye

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost

(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety (EMR & TRIR)

(Provide your current workers compensation experience rating (EMR) and current total Recordable Incident Rate (TRIR) and attached additional supporting data)

Experience and Qualifications

(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements

(Any exclusions to the contract documents or design requirements need to be listed on company's letterhead and submitted with the proposal.)

Weighting Value

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

Solid State Mechanical, LLC

PACKAGE NO.: BOP4-01.01
PACKAGE DESCRIPTION: SITEWIDE HVAC PACKAGE
PROPOSER'S COMPANY NAME: Solid State Mechanical, LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: four hundred forty six thousand two hundred.
In Figures: \$ 446,200.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ -	\$ -
3	Division 1 - Startup & Commissioning	1	LS	\$ -	\$ -
4	Division 1 - Mob/Demob	1	LS	\$ -	\$ -
5	Sitewide Heating, Ventilation, and Air Conditioning	1	LS	\$ -	\$ 446,200.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 446,200.00
6	Bonds				\$ -
7	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 446,200.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration	Wks/Days	
Completion of Construction Activities (Substantial Completion)			8 Weeks	40 Days	
Final Completion					

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	JG	25-Apr
Addendum No. 2	JG	25-Apr
Addendum No. 3	JG	25-Apr
Addendum No. 4	JG	25-Apr
Addendum No. 5	JG	25-Apr
Addendum No. 6	JG	25-Apr

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	25-Apr
Bid Clarification No. 1	JG	25-Apr
Bid Clarification No. 2	JG	25-Apr
Bid Clarification No. 3	JG	25-Apr
Bid Clarification No. 4	JG	25-Apr
Bid Clarification No. 5	JG	25-Apr
Bid Clarification No. 6	JG	25-Apr

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

*Refer to Exhibit C.3 for Applicable
GMP Assumptions & Clarifications*

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

JG

**Request For Proposal
Bid Form - Suppliers**

4/30/2025

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name:	Solid State Mechanical, LLC
Contact Name and Title	Jorge Gomez
Contact Phone Number:	281-719-5673
Signature	Jorge Gomez

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost
(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety (EMR & TRIR)
(Provide your current workers compensation experience rating (EMR) and current Total
Recordable Incident Rate (TRIR) and attached additional supporting data)
Experience and Qualifications
(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements
(Any exclusions to the contract documents or design requirements need to be listed on
company's letterhead and submitted with the proposal.)

Weighting Value

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

McCann Services, Inc.

PACKAGE NO.: BOP4-01.01
 PACKAGE DESCRIPTION: SITEWIDE HVAC PACKAGE
 PROPOSER'S COMPANY NAME: McCann Services Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Four Hundred Fifty-Eight Thousand Six Hundred Sixty Five Dollars
 In Figures: \$ 458,665.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ -	\$ -
3	Division 1 - Startup & Commissioning	1	LS	\$ -	\$ -
4	Division 1 - Mob/Demob	1	LS	\$ -	\$ -
5	Sitewide Heating, Ventilation, and Air Conditioning	1	LS	\$ 405,965.00	\$ 405,965.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 405,965.00
6	Bonds				\$ 52,700.00
7	Taxes (non-permanent material)				none
TOTAL BASE PROPOSAL PRICE					\$ 458,665.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:		Duration Wks/Days			
Completion of Construction Activities (Substantial Completion)		20 working days			
Final Completion		4 days trimout and start up			
SECTION 4 - ADDENDA & BID CLARIFICATIONS					
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:		Initial	Date		
Addendum No. 1		JM	#####		
Addendum No. 2					
Addendum No. 3					
Addendum No. 4					
Addendum No. 5					
Addendum No. 6					
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:		Initial	Date		
Bid Clarification No. 1		JM	#####		
Bid Clarification No. 2					
Bid Clarification No. 3					
Bid Clarification No. 4					
Bid Clarification No. 5					
Bid Clarification No. 6					

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Equipment of same model and options as listed on plans
- 2 No Roofing, Carpentry, electrical or plumbing of any kind is included
- 3 Building framing for fans, louver and wall packs done by others
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

Refer to Exhibit C.3 for Applicable
GMP Assumptions & Clarifications

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

YES

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: McCann Services Inc.

Contact Name and Title: Jason McCann President

Contact Phone Number: 713-988-2665

Signature

Bid Evaluation Criteria:**Description****Cost Proposal**

Complete Bid Package Cost

*(Lowest Price/Evaluated Proposal Price) x Points Available = Score***Technical Proposal**

Safety (EMR & TRIR)

(Provide your current Workers Compensation Experience Rating (EMR) and current Total Recordable Incident Rate (TRIR) and attached additional supporting data)

Experience and Qualifications

*(Provide Subcontractor Information Form, Project Approach and Schedule)***Compliance with Proposal Terms and Conditions**

Conformance with Bid Package Requirements

*(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)***Weighting Value**

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

Washington & Son's AC & Heating

**Washington
and Son's
Air
Conditioning
& Heating,
LLC**

4144 W Bellfort Ave,
Suite E
Houston, TX 77025
Lic # TACLB10553C

713-660-8683
713-660-8487 Fax
www.wsatx.com



**Tomball
B0P4-01.01-SITEWIDE
HVAC**

Proposal to:

Pepper Lawson PLW Waterworks

WSA QUALIFICATIONS

About the Company

Washington & Sons' A/C and Heating, LLC was founded in 1993 and is a full-service mechanical contractor licensed by the State of Texas. We have more than twenty years of experience in the heating, ventilation, and air conditioning industry. We serve residential, commercial and institutional customers, both large and small. We provide

- Fast and reliable installation
- Climate control
- Heating services
- Air conditioning services
- Indoor air quality
- Consultation
- Repairs
- Certified air balance
- Commercial ventilation
- Air duct cleaning
- Special zoning and design

At industry-best pricing. From initial consultation to project completion, the WSA installation and service team brings personal attention to every job, every day. Combining craftsmanship, integrity, experience, and promptness, WSA presents quality results.

About the Owner

Victor Washington has over 24 years of industry experience directing the mechanical scope of construction projects that include new building and renovation projects—proven track record of success in achieving time, budget and quality goal on broad range of multi-million-dollar projects.

Project Management: Strong supervisory experience with large-scale commercial projects. Possess in-depth knowledge of building practices and regulatory compliance issues. Qualified to review and evaluate bid documents, estimate costs, negotiate contracts and lead project teams. Coordinate activities effectively with responsible parties regarding guidelines and scope.

Relationship Development: Excellent leadership, communication, and relationship-building skills. Work effectively with engineers, architects, client's representatives, building officials, contractors, inspectors and other industry professionals.

Knowledge & Skill Areas:

- Federal & State Regulatory Issues
- Architectural Plan Review & Analysis
- Cost & Risk Analysis
- On-Site Property Inspections/Evaluations
- Construction Trades & Practices
- Construction Team Supervision
- Change Orders & Contract Negotiation
- Cost Estimate & Bid Proposal Development
- Team Building, Training & Leadership
- Dispute & Conflict Mediation/Resolution

Construction Management & Background: Commercial, Multi-Use, Medical, Business Parks, Multi-Dwelling, Education, Government, Design-Build, Value Engineering, Site

Project References

The Church Without Walls

Dan Williams

Dwilliams@churchwithoutwalls.org

281-620-4281

City of Houston Police Station (80% Complete)

Tellepsen

Daniel Contreras

713.469.2586

dContreras@tellepsen.com

St. Elizabeth Hospital (99% Complete)

Humphries Construction

Henry Humphrey

713-978-6610

hhumphries@humphries-const.com

Industrial Corporation – COH East Water Purification Plant

David Haynes

dhaynes@industrialtx.com

713-254-1691

COH Hobby Airport – Hensel & Phelps - CBI Joint Venture

William P. Hobby Airport

David Franco

Dfranco@henselphelps.com

979-204-9380

PMO Project Management Building (IAH)

Frank Garcia

713-962-8400

Frank.Garcia@houston.tx.gov

o Certifications

- City of Houston SBE Certified
- City of Houston MBE Certified
- Section 3 Certified
- HHF Certified
- Metro Certified
- HISD Certified

SCOPE

Public Works

Following project specifications, we propose the following:

- I. Install Per Print. 05/01/2024 and per Specifications
- II. Ductwork
- III. Grills
- IV. Fans
- V. Standard Central Controller
- VI. All Addendums

Exclusions from the bid:

- a. Electrical
- b. Plumbing
- c. Painting
- d. Certified Air Balance / By owners
- e. Coring
- f. Roofing

The job will meet the full requirements of the Energy Code and Local City Code with a guaranteed quality Installation.

Course Screen Dumpster Building

Fans

Louvers

\$6500

Aeration Building

\$26,700.00

Dewatering Building

\$7500.00

Admin Building	\$140,000.00
-----------------------	---------------------

BOP5-01.01 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form

» Bidder 2
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Sitewide SCADA, Instrumentation & Controls | BOP5-01.01

Webber Waterworks Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

Webber Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Sitewide SCADA, Instrumentation & Controls | BOP5-01.01

Webber Waterworks Project #: P5R

Recommended Bidder: Inframark, LLC

Three (3) companies were solicited to bid this scope of work to furnish all Sitewide SCADA, Instrumentation & Controls material, equipment and accessories required.

Two (2) companies fully submitted a bid on time.

Bidder 1: Inframark, LLC

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Prime Controls, LLC

This bidder was second lowest in cost and based on compliance with proposal terms and conditions and experience and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from Inframark based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Inframark for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package BOP5_01.01 - Sitewide SCADA, I&C

Bid Tabulation			INFRAMARK, LLC		PRIME CONTROLS, LLC							
	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	QTY	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	\$ 34,716.00	\$ 34,716.00	\$ 119,292.00	\$ 119,292.00		\$ -		\$ -		\$ -
Division 1 - Quality Control Testing & Inspection	1	LS	\$ 156,805.00	\$ 156,805.00	\$ 5,831.00	\$ 5,831.00		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 32,356.00	\$ 32,356.00	\$ 31,347.00	\$ 31,347.00		\$ -		\$ -		\$ -
Division 1 - Mob/Demob	1	LS	\$ 58,980.00	\$ 58,980.00	\$ 50,842.00	\$ 50,842.00		\$ -		\$ -		\$ -
Sitewide SCADA, Instrumentation & Controls	1	LS	\$ 795,666.00	\$ 795,666.00	\$ 1,063,726.00	\$ 1,063,726.00		\$ -		\$ -		\$ -
Bonds	1	LS	\$ 12,405.00	\$ 12,405.00	\$ 19,354.00	\$ 19,354.00		\$ -		\$ -		\$ -
Taxes (non-permanent material)	1	LS	\$ 49,239.00	\$ 49,239.00		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$1,140,167.00		\$1,290,392.00		\$0.00		\$0.00		\$0.00
Normalization				\$ (6,669.00)		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$1,133,498.00		\$1,290,392.00		\$0.00		\$0.00		\$0.00
Installation of Single Screening Unit	1	LS	\$ (3,683.00)	\$ (3,683.00)		\$ -		\$ -		\$ -		\$ -
Installtion of Single Rotary Drum Thickener	1	LS	\$ (4,867.00)	\$ (4,867.00)		\$ -		\$ -		\$ -		\$ -
Total: Normalized Bid + Alternates				\$1,124,948.00		\$1,290,392.00		\$0.00		\$0.00		\$0.00
% Variance from Low Bid				-		13.84%		0.00%		0.00%		0.00%
Schedule												
Completion of Construction Activities (Substantial Completion):		WK		104 Wks		102 Wks						
Final Completion:		WK		108 Wks		128 Wks						
Proposal Terms and Conditions:												
Agreed to Webber T&C		Y/N		Y		Y						
% MWBE Participation		%		0%		0%						
Qualification Forms Submitted		Y/N		Y		Y						
Acknowledge Receipt of Addenda		Y/N		Y		Y						
Acknowledge Receipt of Bid Clarifications		Y/N		Y		Y						
Bid Bond		N/A		Y		Y						
Technical Proposal												
Scope of Work		Y/N		Y		Y						
Project Approach		Y/N		Y		Y						
Project Experience		Y/N		Y		Y						
Project Team Organization/Key Personnel		Y/N		Y		Y						
Safety		Y/N		Y		Y						
Schedule		N/A		Y		Y						

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	INFRAMARK, LLC	PRIME CONTROLS, LLC	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	50%	50.00	44.18	#DIV/0!	#DIV/0!	#DIV/0!
Technical Proposal - Safety	10%	10.00	10.00			
Technical Proposal - Experience and Qualifications	30%	25.00	25.00			
Compliance with Proposal Terms and Conditions (See list above)	10%	10.00	10.00			
Total Points	100%	95.00	89.18	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	05/08/25
Recommended Vendor	INFRAMARK, LLC
Contract Value:	\$1,124,948.00
Recommended By:	Triston Young, Webber Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	
City of Tomball David Esquivel	

Bid Cost Normalization

#	Description	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Notes
1	FactoryTalk AssetCentre Deduction	\$ (6,669.00)	\$ -	\$ -	\$ -	
2		\$ -	\$ -	\$ -	\$ -	
3		\$ -	\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	\$ -	
6		\$ -	\$ -	\$ -	\$ -	
7		\$ -	\$ -	\$ -	\$ -	
8		\$ -	\$ -	\$ -	\$ -	
9		\$ -	\$ -	\$ -	\$ -	
10		\$ -	\$ -	\$ -	\$ -	
	TOTAL	\$ (6,669.00)	\$ -	\$ -	\$ -	

Inframark

Request For Proposal Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: BOP5-01.01
PACKAGE DESCRIPTION: SITEWIDE SCADA, INSTRUMENTATION & CONTROLS PACKAGE
PROPOSER'S COMPANY NAME: Inframark, LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: One Hundred Forty Thousand One Hundred and Sixty Seven Dollars and No Cents
In Figures: \$ 1,140,167

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 34,716.00	\$ 34,716.00
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ 156,805.00	\$ 156,805.00
3	Division 1 - Startup & Commissioning	1	LS	\$ 58,980.00	\$ 58,980.00
4	Division 1 - Mob/Demob	1	LS	\$ 32,356.00	\$ 32,356.00
5	Sitewide SCADA, Instrumentation & Controls	1	LS	\$ 795,666.00	\$ 795,666.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 1,078,523.00
6	Bonds				\$ 12,405.00
7	Taxes (non-permanent material)				\$ 49,239.00
TOTAL BASE PROPOSAL PRICE					\$ 1,140,167.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Installation of Single Screening Unit	1	LS	\$ (3,683.00)	\$ (3,683.00)
2	Installation of Single Rotary Drum Thickener	1	LS	\$ (4,867.00)	\$ (4,867.00)
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration	Wks/Days	
Completion of Construction Activities (Substantial Completion)			104	Wks	
Final Completion			108	Wks	

Request For Proposal

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

Initial	Date
TM	4/8/2025

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5
- Addendum No. 6

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Initial	Date
TM	3/31/2025
TM	4/4/2025

- Bid Clarification No. 1
- Bid Clarification No. 2
- Bid Clarification No. 3
- Bid Clarification No. 4
- Bid Clarification No. 5
- Bid Clarification No. 6

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Any project-required office furniture is assumed to be provided and installed by Others and therefore not included in this Scope of Work.
- 2 As the pump manufacturer or electrical contractor typically includes the VFD panel in their scope of supply, we have excluded it from our scope. Influent Pump Station Pump VFD Panels #s 1-6
- 3 As the manufacturer provides the Anoxic Mixer Control Panels #1-3, Blower Local Control Panel #s 1-4, Scum Pump Main Control Panel 1 and 2, Scum Pump Control Panel 3 and 4, Clarifier Local Control Panels #s 1-4 , we have excluded them from our scope of supply.
- 4 As the pump manufacturer or electrical contractor typically includes the VFD panels (RAS Pump VFD Panel #s 1-6 and WAS Pump VFD Panel 1 and 2), we have excluded them from our scope of supply.
- 5 As the blower manufacturer or electrical contractor typically includes the VFD panels (Aerobic Digester Blower VFD 1 and 2), we have excluded them from our scope of supply.
- 6 We have only included instrumentation explicitly listed in our Scope of Work. Any other instrumentation is assumed provided by others.
- 7 In R1, a Magnetic Flow meter was shown. However per the latest drawings the flow meter has been changed to an Ultrasonic Flow meter.
- 8 This drawing also shows some temperature devices that are identified as Temperature Element Sensor. However, there is not enough information to determine what these devices are and how they are utilized. As such, these instruments have not been included in this scope.
- 9 The remaining instrumentation on this drawing are to be provided by the UV Disinfection manufacturer in their package. As such, these instruments have not been included in this scope.
- 10 The remaining instruments on this drawing are provided by the Polymer Skid manufacturer in their package. As such, these instruments have not been included in this scope.
- 11 The remaining instruments on this drawing are provided by the Blower manufacturer in their package. As such, these instruments have not been included in this scope.
- 12 The remaining instruments on this drawing are either existing or being provided by the Polymer Skid manufacturer in their package. As such, these instruments have not been included in this scope.
- 13 BL Technology has excluded the installation of the above referenced equipment. All process tubing, conduit, wire, CAT6, cabling (outside of factory instrument cables) and junction/termination boxes are provided by others. Any items (panels, instruments, networking equipment and etc.) not explicitly listed above, are not included as part of this scope of work and its associated price. The proposed price does not include taxes. Should this project require taxes, Inframark reserves the right to amend its price to include all applicable taxes. The proposed price is valid until June 6, 2025. Due to potential price increases, Inframark reserves to amend its price after this date.

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.



Request For Proposal Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

Yes

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Inframark, LLC
Contact Name and Title: Timothy Milberger, Regional Sales Manager
Contact Phone Number: 254-400-8002
Signature: Timothy Milberger

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost
(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety *(EMR & TRIR)*
(Provide your current Workers Compensation Experience Rating (EMR) and current Total Recordable Incident Rate (TRIR) and attached additional supporting data)
Experience and Qualifications
(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements
(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)

Weighting Value

50 Points

10 Points

30 Points

10 Points

TOTAL 100 Points

Prime Controls

PACKAGE NO.: BOPS-01.01

PACKAGE DESCRIPTION: SITEWIDE SCADA, INSTRUMENTATION & CONTROLS PACKAGE

PROPOSER'S COMPANY NAME: Prime Controls L.P.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: One Million Two Hundred Ninety Thousand Three Hundred Ninety-Two
In Figures: \$ 1,290,392.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 119,292.00	\$ 119,292.00
2	Division 1 - Quality Control Testing & Inspection	1	LS	\$ 5,831.00	\$ 5,831.00
3	Division 1 - Startup & Commissioning	1	LS	\$ 31,347.00	\$ 31,347.00
4	Division 1 - Mob/Demob	1	LS	\$ 50,842.00	\$ 50,842.00
5	Sitewide SCADA, Instrumentation & Controls	1	LS	\$ 1,063,726.00	\$ 1,063,726.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 1,271,038.00
6	Bonds	1		\$ 19,354.00	\$ 19,354.00
7	Taxes (non-permanent material)		N/A	\$	-
TOTAL BASE PROPOSAL PRICE					\$ 1,290,392.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Installation of Single Screening Unit	1	LS	\$ -	N/A
2	Installation of Single Rotary Drum Thickener	1	LS	\$ -	N/A
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration Wks/Days		
Completion of Construction Activities (Substantial Completion)			102/720		
Final Completion			128/900		

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6

Initial Date
RG 4/8/2025

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Bid Clarification No. 1
Bid Clarification No. 2
Bid Clarification No. 3
Bid Clarification No. 4
Bid Clarification No. 5
Bid Clarification No. 6

Initial Date
RG 3/31/2025
RG 4/4/2025

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

Prime Controls has the following Exclusions:

- 1 Furnishing and installation of all electrical conduit, raceway, duct banks, wire, etc. required to connect instruments and associated panels.
- 2 Furnishing of any flow conditioning devices that have not been identified or specified as a requirement to meet inadequate upstream straight runs or flow. Prime can provide a quote for such devices if it is deemed necessary in order to meet requirements once size and material have been provided.
- 3 Furnishing and installation of all electrical power and specialty equipment including switchgear, MCCs, distribution panels, AFD's/VFD's, disconnects, heat tracing, power monitor devices, etc.
- 4 Physical installation of all required cable trays, cable connectors and cable ties not provided by Prime Controls.
- 5 Furnishing and installation of any electrical control panels which are not specifically listed in Section A, above such as LCPs, VCP, local control stations, etc.
- 6 Physical installation of all Control Panels and related Enclosures.
- 7 Mechanical installation of all in-line devices (flow meters, valves, etc.)
- 8 Furnishing and installation of mechanical piping saddles/manifolds, flanges/process connections and valves required to connect instruments on.
- 9 Disposal of removed or demolished material. Such material will be turned over to the City of Houston.
- 10 Concrete housekeeping/equipment pads.
- 11 All "Civil" work including building and vessel modifications, asphalt demolition, patching, concrete foundations, piers, etc.
- 12 Furnishing and installation of Polymer Blending System - Dilution Water Pump Local Control Panel shown on the Tomball SWW Project P&ID Matrix.
- 13 Furnishing and installation of Aerobic Digester Blower No.1 and No.2 Local Control Panels (LCP-BL-1410, LCP-BL-1420) shown on the Tomball SWW Project P&ID Matrix.
- 14 Furnishing and installation of Autosampler shown drawing PI-14.
- 15 Furnishing and installation of all Motor/Pump Instrument Devices (LSH's and TSH's) shown on the P&ID drawings.
- 16 Furnishing and installation of FactoryTalk AssetCentre Asset Inventory Software Licensing
- 17 Furnishing and installation of Parshall Flume per Spec Section 40 71 69.
- 18 Furnishing, installation and terminations to all Vendor Supplied Equipment, Instrumentation and Control Panels which are not specifically listed in Scope of Work, as indicated on the drawings with * (Division 23, 26, 41, 43, 44, 46 & associated P&ID's)

Refer to Exhibit C.3 for Applicable GMP Assumptions & Clarifications

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

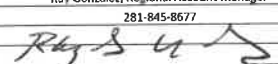
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unequalled or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

WEBBER TERMS & CONDITIONS:

Agreed to Webber Terms and Conditions (yes or no):

☒ yes

If NO: Please attach a Request for Modifications/Example Subcontract Markup to this Bid

Company Name: Prime Controls L.P.
Contact Name and Title: Ray Gonzalez, Regional Account Manager
Contact Phone Number: 281-845-8677
Signature: 

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost
(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Safety (EMR & TRIR)

(Provide your current Workers Compensation Experience Rating (EMR) and current Total Recordable Incident Rate (TRIR) and attached additional supporting data)

Experience and Qualifications

(Provide Subcontractor Information Form, Project Approach and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements

(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)

Weighting Value

50 Points

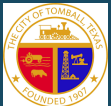
10 Points

30 Points

10 Points

TOTAL 100 Points

Exhibit A.3 Basis of Allowances



Basis of GMP 2 Allowance Summary

Item	Type	Source (Location/Package)	Company	Item Description	Cost
1.01		BOP2-01.01	Webber Waterworks	Magnesium Hydroxide System Alternate	\$ 45,924.00
1.02		BOP3-01.01	Andrew Jordan Industrial	Magnesium Hydroxide System Alternate	\$ 3,800.00
				Allowance Total	\$ 49,724.00

Section 2: Schedule



Exhibit B.1 Schedule Summary



<div> <div>Remaining Level of Effort</div> <div>Actual Work</div> <div>Critical Remaining Work</div> <div>Critical Milestone</div> </div> <div> <div>Actual Level of Effort</div> <div>Remaining Work</div> <div>Remaining Milestone</div> </div>	<div> <div>Page 1 of 2</div> <div>Data Date: 07-May-25</div> </div>	<div> <div>Date</div> <div>Revision</div> <div>Checked</div> <div>Approved</div> </div> <div> <div>Page 118</div> </div>
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Remaining Level of Effort

Actual Work

Critical Remaining Work

Critical Mil...

Actual Level of Effort

Remaining Work

Remaining Milestone

Page 2 of 2

Data Date: 07-May-25

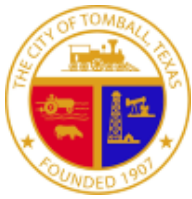
Date	Revision	Checked	Approved
			Page 119

Section 3: Contract Documents



Exhibit C.1 List of Plans

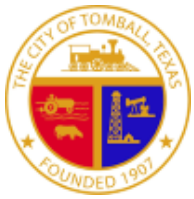




DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

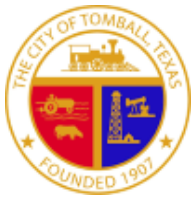
Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
GENERAL					
G-1	COVER SHEET	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-2	INDEX SHEET I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-3	INDEX SHEET II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-4	INDEX SHEET III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-5	VICINITY AND PROJECT LOCATION MAPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-6	GENERAL NOTES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-7	STANDARD ABBREVIATIONS AND LEGEND I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-8	STANDARD ABBREVIATIONS AND LEGEND II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-9	EXISTING PROCESS FLOW DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-10	PROPOSED PROCESS FLOW DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-11	HYDRAULIC PROFILE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-S1	GENERAL NOTES I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-S2	GENERAL NOTES II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A1	GENERAL NOTES & SYMBOLS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A2	PARTITION SCHEDULE AND TAS REQUIREMENTS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A3	COARSE SCREEN DUMPSTER BUILDING LIFE SAFETY PLAN & CODE REVIEW	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A4	AERATION BLOWER BUILDING LIFE SAFETY PLAN & CODE REVIEW	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A5	ADMINISTRATION BUILDING LIFE SAFETY PLAN & CODE REVIEW	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-A6	MCC-D BUILDING LIFE SAFETY & CODE REVIEW	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
G-H1	NOTES, SYMBOLS & ABBREVIATIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
G-P1	NOTES, SYMBOLS, DETAILS, & SCHEDULES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SITE CIVIL					
C-1	EXISTING SITE AND DEMOLITION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-2	PROPOSED OVERALL SITE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-3	ULTIMATE SITE UTILIZATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-4	SURVEY CONTROL MAP OVERALL	1	7/31/2024	3/13/2025	GMP2 ISSUED FOR BID
C-5	SURVEY CONTROL MAP SWING TIES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-6	BORE LOCATION SITE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-7	OVERALL YARD PIPING PLAN	1	4/10/2025	4/10/2025	GMP2 - ADDENDUM NO.1
C-8	CONTROL POINTS AND YARD PIPING PLAN I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-9	CONTROL POINTS AND YARD PIPING PLAN II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-10	CONTROL POINTS AND YARD PIPING PLAN III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-11	CONTROL POINTS AND YARD PIPING PLAN IV	1	4/10/2025	4/10/2025	GMP2 - ADDENDUM NO.1
C-12	CONTROL POINTS AND YARD PIPING PLAN V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-13	CONTROL POINTS AND YARD PIPING PLAN VI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-14	MAJOR YARD PIPING PROFILE I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-15	MAJOR YARD PIPING PROFILE II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-16	MAJOR YARD PIPING PROFILE III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-17	MAJOR YARD PIPING PROFILE IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-18	MAJOR YARD PIPING PROFILE V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-19	MAJOR YARD PIPING PROFILE VI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-20	MAJOR YARD PIPING PROFILE VII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-21	MAJOR YARD PIPING PROFILE VIII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-22	MAJOR YARD PIPING PROFILE IX	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-23	PIPE TRENCH DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-24	OVERALL PAVING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-25	DETAILED PAVING PLAN (1 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-26	DETAILED PAVING PLAN (2 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-27	DETAILED PAVING PLAN (3 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-28	DETAILED PAVING PLAN (4 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-29	OVERALL GRADING AND EROSION CONTROL PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-30	DETAILED GRADING PLAN (1 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-31	DETAILED GRADING PLAN (2 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-32	DETAILED GRADING PLAN (3 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

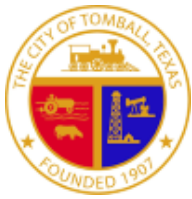
Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
C-33	DETAILED GRADING PLAN (4 OF 4)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-34	PAVING DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-35	CITY OF TOMBALL DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
C-36	HARRIS COUNTY FLOOD CONTROL DISTRICT OUTFALL AND RIPRAP DETAIL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
COARSE SCREEN					
CRS-M1	LIFT STATION DEMOLITION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M2	LIFT STATION DEMOLITION SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M3	COARSE SCREEN ISOMETRIC FRONT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M4	COARSE SCREEN ISOMETRIC BACK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M5	COARSE SCREEN UPPER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M6	COARSE SCREEN SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-M7	COARSE SCREEN SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-S1	COARSE SCREEN SECTIONAL PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-S2	COARSE SCREEN TOP PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-S3	COARSE SCREEN SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-S4	COARSE SCREEN SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CRS-S5	COARSE SCREEN SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
COARSE SCREEN DUMPSTER BUILDING					
CDB-S1	COARSE SCREEN DUMPSTER BUILDING FOUNDATION AND ROOF FRAMING PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-S2	COARSE SCREEN DUMPSTER BUILDING BUILDING SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-S3	COARSE SCREEN DUMPSTER BUILDING BUILDING SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-A1	COARSE SCREEN DUMPSTER BUILDING FLOOR, ROOF & REFLECTED CEILING PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-A2	COARSE SCREEN DUMPSTER BUILDING ELEVATIONS AND SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-A3	COARSE SCREEN DUMPSTER BUILDING WALL SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-A4	COARSE SCREEN DUMPSTER BUILDING DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-H1	COARSE SCREEN DUMPSTER BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CDB-P1	COARSE DUMPSTER BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
INFLUENT LIFT STATION					
ILS-M1	INFLUENT LIFT STATION ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-M2	INFLUENT LIFT STATION UPPER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-M3	INFLUENT LIFT STATION LOWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-M4	INFLUENT LIFT STATION SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-M5	INFLUENT LIFT STATION SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-M6	INFLUENT LIFT STATION MAGNESIUM HYDROXIDE DOSING SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S1	INFLUENT LIFT STATION SECTIONAL AND TOP PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S2	INFLUENT LIFT STATION CANOPY FRAMING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S3	INFLUENT LIFT STATIONS SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S4	INFLUENT LIFT STATIONS SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S5	INFLUENT LIFT STATIONS SECTIONS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ILS-S6	INFLUENT LIFT STATION SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HEADWORKS					
HDW-D1	HEADWORKS DEMOLITION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-D2	HEADWORKS DEMOLITION PLAN II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M1	HEADWORKS ISOMETRIC I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M2	HEADWORKS ISOMETRIC II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M3	HEADWORKS UPPER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M4	HEADWORKS LOWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M5	HEADWORKS SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M6	HEADWORKS SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-M7	HEADWORKS SECTIONS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S1	HEADWORKS FOUNDATION PLAN AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S2	HEADWORKS SECTIONAL PLAN AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S3	HEADWORKS TOP PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S4	HEADWORKS ENLARGED PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S5	HEADWORKS SECTIONS AND DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

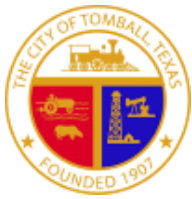
Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
HDW-S6	HEADWORKS SECTIONS AND DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S7	HEADWORKS SECTIONS AND DETAILS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S8	HEADWORKS SECTIONS AND DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S9	HEADWORKS SECTIONS AND DETAILS V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDW-S10	HEADWORKS SECTIONS AND DETAILS VI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HEADWORKS DUMPSTER CANOPY					
HDB-S1	HEADWORKS DUMPSTER CANOPY FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDB-S2	HEADWORKS DUMPSTER CANOPY ROOF FRAMING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
HDB-S3	HEADWORKS DUMPSTER CANOPY SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SPLITTER BOX					
SBX-M1	SPLITTER BOX ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SBX-M2	SPLITTER BOX PLAN AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SBX-S1	SPLITTER BOX FOUNDATION AND TOP PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SBX-S2	SPLITTER BOX SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SBX-S3	SPLITTER BOX ELEVATION AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SBX-S4	SPLITTER BOX SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AERATION BASINS					
AER-M1	AERATION BASINS ISOMETRIC I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-M2	AERATION BASINS ISOMETRIC II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-M3	AERATION BASINS BASE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-M4	AERATION BASINS SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-M5	AERATION BASINS SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S1	AERATION BASINS FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S2	AERATION BASINS TOP PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S3	AERATION BASINS SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S4	AERATION BASINS SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S5	AERATION BASINS SECTIONS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S6	AERATION BASINS SECTIONS AND DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S7	AERATION BASINS SECTIONS AND DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S8	AERATION BASINS SECTIONS AND DETAILS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AER-S9	AERATION BASINS SECTIONS AND DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
AERATION BASIN BLOWER BUILDING					
ABB-M1	AERATION BASIN BLOWER BUILDING ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-M2	AERATION BASIN BLOWER BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-M3	AERATION BASIN BLOWER BUILDING SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-S1	AERATION BASIN BLOWER BUILDING FOUNDATION AND ROOF FRAMING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-S2	AERATION BASIN BLOWER BUILDING SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-A1	AERATION BASIN BLOWER BUILDING FLOOR PLAN	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-A2	AERATION BASIN BLOWER BUILDING REFLECTED CEILING & ROOF PLANS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-A3	AERATION BASIN BLOWER BUILDING ELEVATIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-A4	AERATION BASIN BLOWER BUILDING SECTIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-A5	AERATION BASIN BLOWER BUILDING WALL SECTIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ABB-H1	AERATION BASIN BLOWER BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FINAL CLARIFIERS NO. 3 AND 4					
FNC-M1	FINAL CLARIFIERS ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-M2	FINAL CLARIFIERS NO. 3 PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-M3	FINAL CLARIFIERS NO. 4 PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-M4	FINAL CLARIFIERS SECTION I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-M5	FINAL CLARIFIERS SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-S1	FINAL CLARIFIERS NO. 3 & 4 SECTIONS AND DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FNC-S2	FINAL CLARIFIERS NO. 3 & 4 SECTIONS AND DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SCUM PUMP STATION NO. 2					
SPS-M1	SCUM PUMP STATION NO. 2 ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SPS-M2	SCUM PUMP STATION NO. 2 FLOOR PLANS AND SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SPS-S1	SCUM PUMP STATION FOUNDATION AND TOP PLANS AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

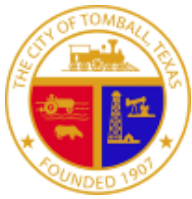
Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
RAS/WAS PUMP STATIONS					
RPS-M1	RAS/WAS PUMP STATION NO. 1 ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-M2	RAS/WAS PUMP STATION NO. 1 PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-M3	RAS/WAS PUMP STATION NO. 1 SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-M4	RAS/WAS PUMP STATION NO. 2 ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-M5	RAS/WAS PUMP STATION NO. 2 PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-M6	RAS/WAS PUMP STATION NO. 2 SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-S1	RAS/WAS PUMP STATION NO. 1 FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-S2	RAS/WAS PUMP STATION NO. 1 SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-S3	RAS/WAS PUMP STATION NO. 2 FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
RPS-S4	RAS/WAS PUMP STATION NO. 2 SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TERTIARY FILTERS					
FIL-M1	FILTERS ISOMETRIC FRONT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-M2	FILTERS ISOMETRIC BACK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-M3	FILTERS FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-M4	FILTERS SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-M5	FILTERS SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-S1	FILTERS FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
FIL-S2	FILTERS SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UV DISINFECTION					
UVD-M1	UV DISINFECTION ISOMETRIC FRONT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-M2	UV DISINFECTION ISOMETRIC BACK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-M3	UV DISINFECTION FLOOR PLANS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-M4	UV DISINFECTION SECTION I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-M5	UV DISINFECTION SECTION II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-S1	UV DISINFECTION OVERALL FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-S2	UV DISINFECTION T/STRUCTURE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-S3	UV DISINFECTION SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-S4	UV DISINFECTION SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
UVD-S5	UV DISINFECTION SECTIONS AND DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ROTARY DRUM THICKENERS					
TNR-D1	MECHANICAL THICKENER DEMOLITION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M1	THICKENER ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M2	THICKENER UPPER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M3	THICKENER LOWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M4	THICKENER CEILING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M5	THICKENER SECTIONS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M6	THICKENER SECTIONS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-M7	THICKENER TEMPORARY RELOCATION OF DIGESTER BLOWERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-S1	THICKENER FOUNDATION PLAN AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-S2	THICKENER TOP PLAN AND SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
TNR-S3	THICKENER SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DEWATERING BUILDING MODIFICATIONS					
DWB-D1	CENTRIFUGE DEMOLITION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M1	DEWATERING BUILDING CENTRIFUGE ISOMETRIC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M2	DEWATERING BUILDING CENTRIFUGE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M3	DEWATERING BUILDING CENTRIFUGE SECTION I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M4	DEWATERING BUILDING CENTRIFUGE SECTION II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M5	DEWATERING BUILDING CENTRIFUGE SECTION III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-M6	SLUDGE FEED PUMPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-S1	DEWATERING BUILDING FOUNDATION PLAN & SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DWB-H1	DEWATERING BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
VACUUM TRUCK RECEIVING STATION					
VRS-S1	VACUUM TRUCK RECEIVING STATION PLAN AND SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
VRS-S2	VACUUM TRUCK RECEIVING STATION SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

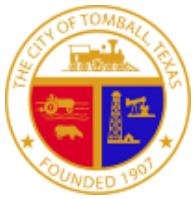
Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
GENERATOR PAD					
GEN-S1	GENERATOR PAD FOUNDATION PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
GEN-S2	GENERATOR PAD SECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
MCC-D BUILDING					
MCD-S1	MCD-D BUILDING FOUNDATION PLAN & BUILDING SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
MCD-A1	MCD-D BUILDING FLOOR & ROOF PLANS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
MCD-A2	MCD-D BUILDING EXTERIOR ELEVATIONS & SECTIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
MCD-A3	MCD-D BUILDING WALL SECTIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
MCD-H1	MCD-D BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADMINISTRATION BUILDING					
ADB-S1	ADMINISTRATION BUILDING TOP PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-S2	ADMINISTRATION BUILDING BUILDING SECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-S3	ADMINISTRATION BUILDING SECTIONS AND DETAILS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A1	ADMINISTRATION BUILDING DEMOLITION PLAN	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A2	ADMINISTRATION BUILDING FLOOR PLAN	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A3	ADMINISTRATION BUILDING REFLECTED CEILING AND ROOF PLAN	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A4	ADMINISTRATION BUILDING EXTERIOR ELEVATIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A5	ADMINISTRATION BUILDING BUILDING SECTIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A6	ADMINISTRATION BUILDING ARCHITECTURAL DETAILS I	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-A7	ADMINISTRATION BUILDING ENLARGED PLAN AND ELEVATIONS	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-H1	ADMINISTRATION BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-P1	ADMINISTRATION BUILDING FLOOR PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ADB-P2	ADMINISTRATION BUILDING RISER DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PROCESS & INSTRUMENTATION DIAGRAMS					
PI-1	LEGEND I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-2	LEGEND II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-3	COARSE SCREEN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-4	LIFT STATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-5	HEADWORKS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-6	GRIT REMOVAL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-7	AERATION BASIN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-8	BLOWER BUILDING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-9	EXISTING CLARIFIERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-10	PROPOSED CLARIFIERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-11	RAS/WAS PUMP STATION NO. 1	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-12	RAS/WAS PUMP STATION NO. 2	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-13	FILTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-14	UV DISINFECTION SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-15	ROTARY DRUM THICKENERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-16	AEROBIC DIGESTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-17	CENTRIFUGE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-18	NON-POTABLE WATER SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-19	SOUTH WWTP EXPANSION GENERATOR	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-20	EXISTING HEADWORKS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
PI-21	SCADA ARCHITECTURE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
ELECTRICAL					
E-1	LEGEND I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-2	LEGEND II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-3	DEMOLITION SITE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-4	SITE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-5	ADMINISTRATION BUILDING POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-6	ADMINISTRATION BUILDING LIGHTING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-7	COARSE SCREEN POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-8	COARSE SCREEN CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-9	INFLUENT LIFT STATION POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
E-10	INFLUENT LIFT STATION CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-11	INFLUENT LIFT STATION ELECTRICAL ROOM POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-12	INFLUENT LIFT STATION ELECTRICAL ROOM CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-13	HEADWORKS POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-14	HEADWORKS CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-15	AERATION BASIN BLOWER ELECTRICAL ROOM POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-16	AERATION BASIN BLOWER ELECTRICAL ROOM CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-17	AERATION BASIN BLOWER ELECTRICAL ROOM LIGHTING & RECEPTACLE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-18	AERATION BASIN BLOWER ROOM POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-19	AERATION BASIN BLOWER ROOM CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-20	AERATION BASIN BLOWER ROOM LIGHTING & RECEPTACLE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-21	AERATION BASIN POWER & LIGHTING PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-22	AERATION BASIN CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-23	FINAL CLARIFIERS NO. 3 POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-24	FINAL CLARIFIERS NO. 4 POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-25	RAS/WAS PUMP STATION NO. 1 POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-26	RAS/WAS PUMP STATION NO. 1 CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-27	RAS/WAS PUMP STATION NO. 2 POWER PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-28	RAS/WAS PUMP STATION NO. 2 CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-29	FILTERS POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-30	UV DISINFECTION POWER, CONTROLS, LIGHTING & RECEPTACLE PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-31	MCCA & MCCB ELECTRICAL BUILDING POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-32	NONPOTABLE WATER POWER & CONTROLS PLAN	1	4/10/2025	4/10/2025	GMP2 - ADDENDUM NO.1
E-33	THICKENER UPPER POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-34	THICKENER LOWER POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-35	DEWATERING BUILDING CENTRIFUGE POWER & CONTROLS PLAN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-36	SWG1 DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-37	MCCA DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-38	MCCB DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-39	MCCC DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-40	MCCD DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-41	MCCE DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-42	MCCF DEMOLITION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-43	DISTRIBUTION ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-44	EXISTING MCC ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-45	EXISTING MCCF ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-46	PROPOSED MCCD ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-47	PROPOSED MCCE ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-48	PROPOSED MCCG ONE-LINE DIAGRAM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-49	CONTROL SCHEMATICS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-50	CONTROL SCHEMATICS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-51	CONTROL SCHEMATICS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-52	CONTROL SCHEMATICS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-53	CONTROL SCHEMATICS V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-54	INTERCONNECTION DIAGRAM I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-55	INTERCONNECTION DIAGRAM II	1	4/10/2025	4/10/2025	GMP2 - ADDENDUM NO.1
E-56	INTERCONNECTION DIAGRAM III	1	4/10/2025	4/10/2025	GMP2 - ADDENDUM NO.1
E-57	INTERCONNECTION DIAGRAM IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-58	INTERCONNECTION DIAGRAM V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-59	DUCT BANKDETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-60	DUCT BANKDETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-61	SCHEDULES I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-62	SCHEDULES II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-63	SCHEDULES III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-64	DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



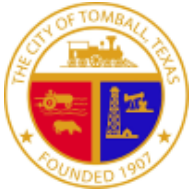
DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
E-65	DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-66	DETAILS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
E-67	DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
STANDARD DETAILS					
SD-M1	MECHANICAL DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M2	MECHANICAL DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M3	MECHANICAL DETAILS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M4	MECHANICAL DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M5	MECHANICAL DETAILS V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M6	MECHANICAL DETAILS VI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M7	MECHANICAL DETAILS VII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M8	MECHANICAL DETAILS VIII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M9	MECHANICAL DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M10	MECHANICAL DETAILS X	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M11	MECHANICAL DETAILS XI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M12	MECHANICAL DETAILS XII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M13	MECHANICAL DETAILS XIII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M14	MECHANICAL DETAILS XIV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M15	MECHANICAL DETAILS XV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M16	MECHANICAL DETAILS XVI	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M17	MECHANICAL DETAILS XVII	1	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M18	MECHANICAL DETAILS XVIII	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-M19	AIR AND NPW PIPE SUPPORTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-S1	STANDARD DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-S2	STANDARD DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-S3	STANDARD DETAILS III	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-S4	STANDARD DETAILS IV	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-S5	STANDARD DETAILS V	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-A1	DOOR & FRAME SCHEDULE	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-A2	FINISH SCHEDULES	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-A3	INSULATED METAL DETAILS I	0	2/17/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-H1	DETAILS I	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-H2	DETAILS II	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
SD-H3	SCHEDULES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID

Exhibit C.2 List of Specifications

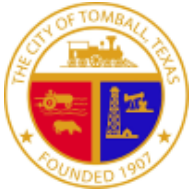




SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

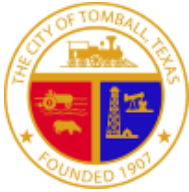
Number	Description	Rev	Issued Date	Received Date	Set
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS					
00 01 07	DESIGN PROFESSIONAL SEALS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
00 01 10	TABLE OF CONTENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
00 45 01	NONRESIDENT BIDDERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
00 45 02	NON-COLLUSION CERTIFICATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
00 45 04	STATE SALES TAX REQUIREMENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
00 52 36	CMAR CONSTRUCTION PHASE AGREEMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR625	CERTIFICATE OF SUBSTANTIAL COMPLETION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR626	NOTICE OF ACCEPTABILITY	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR700	GENERAL CONDITIONS OF THE CMAR CONTRACT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR940	WORK CHANGE DIRECTIVE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR941	CHANGE ORDER	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR942	FIELD ORDER	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
CMAR943	CONTRACT AMENDMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 01 - GENERAL REQUIREMENTS					
01 11 00	SUMMARY OF WORK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 23 10	ALTERNATES AND ALLOWANCES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 26 00	CHANGE MANAGEMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 29 00	APPLICATION FOR PAYMENT PROCEDURES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 29 01	MEASUREMENT AND BASIS FOR PAYMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 31 00	PROJECT MANAGEMENT AND COORDINATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 31 13	PROJECT ADMINISTRATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 31 13.13	FORMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 00	DOCUMENT MANAGEMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 01	DOCUMENT REGISTER	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 02	SHOP DRAWINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 03	PRODUCT DATA	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 04	OPERATION AND MAINTENANCE DATA	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 05	CONSTRUCTION PROGRESS SCHEDULE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 33 06	GRAPHIC DOCUMENTATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 35 00	SPECIAL PROCEDURES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 40 00	QUALITY MANAGEMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
04 40 01	IBC SPECIAL INSPECTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 50 00	TEMPORARY FACILITIES AND CONTROLS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 57 00	TEMPORARY CONTROLS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 57 23	TEMPORARY STORMWATER POLLUTION CONTROL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 60 00	PRODUCT REQUIREMENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 64 00	MANUFACTURER'S SERVICES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

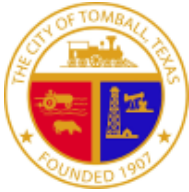
Number	Description	Rev	Issued Date	Received Date	Set
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 73 29	CUTTING AND PATCHING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 74 23	FINAL CLEANING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 75 00	STARTING AND ADJUSTING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 78 36	WARRANTIES AND SERVICE AGREEMENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
01 79 00	TRAINING OF OPERATION AND MAINTENANCE PERSONNEL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 02 - EXISTING CONDITIONS					
02 41 00	DEMOLITION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
02 96 00	TEMPORARY BYPASS PUMPING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 03 - CONCRETE					
03 11 00	CONCRETE FORMING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
03 21 00	REINFORCING STEEL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
03 30 00	CAST-IN-PLACE CONCRETE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 05 - METALS					
05 05 13	GALVANIZING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
05 50 00	METAL FABRICATIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
05 51 00	METAL STAIRS AND PLATFORMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
05 52 13	PIPE AND TUBING RAILINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
05 53 00	METAL GRATINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES					
06 10 00	ROUGH CARPENTRY	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
06 16 00	SHEATHING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
06 40 23	INTERIOR ARCHITECTURAL WOODWORK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 07 - THERMAL AND MOISTURE PROTECTION					
07 21 00	THERMAL INSULATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
07 27 26	FLUID-APPLIED MEMBRANE AIR BARRIERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
07 62 00	SHEET METAL FLASHING AND TRIM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
07 92 00	JOINT SEALANTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 08 - OPENINGS					
08 11 13	HOLLOW METAL DOORS AND FRAMES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 16 13	FIBERGLASS REINFORCED POLYESTER (FRP) DOORS & FRAMES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 31 13	ACCESS DOORS AND FRAMES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 33 23	OVERHEAD COILING DOORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 51 13	ALUMINUM WINDOWS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 71 00	DOOR HARDWARE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 80 00	GLAZING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
08 90 00	LOUVERS AND VENTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

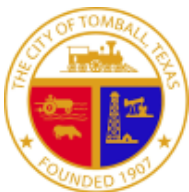
Number	Description	Rev	Issued Date	Received Date	Set
DIVISION 09 - FINISHES					
09 22 16	NON-STRUCTURAL METAL FRAMING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 29 00	GYPSUM BOARD	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 51 13	ACOUSTICAL PANEL CEILINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 65 13	RESILIENT BASE AND ACCESSORIES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 91 00	PAINTING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 96 00.01	HIGH PERFORMANCE COATINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
09 96 01	CONCRETE PROTECTIVE COATINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 10 - SPECIALTIES					
10 14 00	SIGNAGE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
10 26 00	WALL AND DOOR PROTECTION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
10 44 01	FIRE EXTINGUISHERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
10 73 16.16	ALUMINUM CANOPY STRUCTURES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 12 - FURNISHINGS					
12 36 61	STIMULATED STONE COUNTERTOPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 13 - SPECIAL CONSTRUCTION					
13 34 19	METAL BUILDING SYSTEMS	1	3/13/2025	3/13/2025	GMP2 - ADDENDUM NO.1
DIVISION 14 - CONVEYING EQUIPMENT					
14 95 00	WINCHES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 22 - PLUMBING					
22 00 01	PLUMBING SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING					
23 00 00	HEATING, VENTILATING, AND AIR CONDITIONING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 07 13	DUCT INSULATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 31 13	METAL DUCTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 33 00	AIR DUCT ACCESSORIES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 34 23	HVAC POWER VENTILATORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 81 13	PACKAGED WALL-MOUNT AIR CONDITIONING UNITS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
23 81 26	SPLIT SYSTEM AIR-CONDITIONERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 26 - ELECTRICAL					
26 01 26	TESTING OF ELECTRICAL SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 19	LOW VOLTAGE POWER CONDUCTORS & CABLES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 23	CONTROL-VOLTAGE ELECTRICAL POWER CABLES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

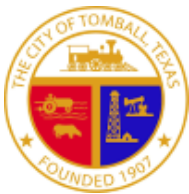
Number	Description	Rev	Issued Date	Received Date	Set
26 05 26	GROUNDING & BONDING FOR ELECTRICAL SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 09 23	LIGHTING CONTROL DEVICES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 22 13	LOW VOLTAGE DISTRIBUTION TRANSFORMERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 24 13	SWITCHBOARDS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 24 16	PANELBOARDS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 24 16.01	DISTRIBUTION PANELBOARDS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 24 19	LOW VOLTAGE MOTOR CENTERS (MCCs)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 27 26	WIRING DEVICES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 29 13.19	INDUSTRIAL CONTROL PANELS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 29 23.11	VARIABLE FREQUENCY DRIVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 32 13	ENGINE GENERATORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
26 50 00	LIGHTING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 31 - EARTHWORK					
31 05 13	SOILS FOR EARTHWORK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 05 16	AGGREGATES FOR EARTHWORK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 23 10	STRUCTURAL EXCAVATION AND BACKFILL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 23 23.24	FLOWABLE FILL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 23 33	TRENCHING AND BACKFILL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 23 36	TRENCH SAFETY	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 64 50	CASSION FOR LIFT STATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
31 73 00	CASSION GROUT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 33 - UTILITIES					
33 01 01	PLANT PIPING - GENERAL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 01 02	PIPING SPECIALTIES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 01 03	SUPPORTS AND HANGERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 05 01.02	DUCTILE IRON PIPE AND FITTINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 05 01.09	POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 05 01.13	SANITARY SEWER PIPE (PVC)	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 05 05.31	HYDROSTATIC TESTING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 16 13.18	TYPE 3 OPEN TOP [PRESTRESSED CONCRETE TANK	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 31 13.13	FIBERGLASS (GLASS-FIBER-REINFORCED THERMOSETTING-RESING) GRAVITY SEWER PIPE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
33 39 13	SANITARY UTILITY SEWAGE MANHOLES, FRAMES AND COVERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 40 - PROCESS INTEGRATION					



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Number	Description	Rev	Issued Date	Received Date	Set
40 05 23	STAINLESS STEEL PIPE AND FITTINGS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 43	MISCELLANEOUS VALVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 50	FABRICATED GATES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 61	GATE VALVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 62	ECCENTRIC PLUG VALVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 64	BUTTERFLY VALVES	1	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 65.23	SWING CHECK VALVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 78	AIR RELEASE AND AIR AND VACUUM VALVES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 05 97	IDENTIFICATION FOR PROCESS PIPING AND EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 13	PROCESS CONTROL SYSTEM GENERAL PROVISIONS	1	4/8/2025	4/8/2025	GMP2 - ADDENDUM NO.1
40 61 21	PROCESS CONTROL SYSTEM TESTING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 26	PROCESS CONTROL SYSTEM TRAINING	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 93.01	INPUT/OUTPUT LIST	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96	PROCESS CONTROL DESCRIPTIONS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.01	PROCESS CONTROL NARRATIVE - COARSE SCREENS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.02	PROCESS CONTROL NARRATIVE - LIFT STATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.03	PROCESS CONTROL NARRATIVE - HEADWORKS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.04	PROCESS CONTROL NARRATIVE - GRIT REMOVAL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.05	PROCESS CONTROL NARRATIVE - AERATION BASINS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.06	PROCESS CONTROL NARRATIVE - SECONDARY CLARIFIERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.07	PROCESS CONTROL NARRATIVE - RAS / WAS PUMP STATION	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.08	PROCESS CONTROL NARRATIVE - FILTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.09	PROCESS CONTROL NARRATIVE - UV DISINFECTION SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.10	PROCESS CONTROL NARRATIVE - ROTARY DRUM THICKENERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.11	PROCESS CONTROL NARRATIVE - AEROBIC DIGESTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.12	PROCESS CONTROL NARRATIVE - CENTRIFUGE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.13	PROCESS CONTROL NARRATIVE - GENERATORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 61 96.14	PROCESS CONTROL NARRATIVE - NPW SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 62 13	SERVER COMPUTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 62 16	OPERATOR WORKSTATION COMPUTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 62 43	LARGE DISPLAY SCREENS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 62 63	OPERATOR INTERFACE TERMINAL	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 63 43	PROGRAMMABLE LOGIC CONTROLLERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 66 13	SWITCHES AND ROUTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 66 19	MEDIA CONVERTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 66 33	METALLIC AND FIBER OPTIC COMMUNICATION CABLING AND CONNECTORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 67 00	CONTROL SYSTEM EQUIPMENT PANELS AND RACKS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 67 23	CONTROL SYSTEM CONSOLES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 68 13	PROCESS CONTROL HMI SOFTWARE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID



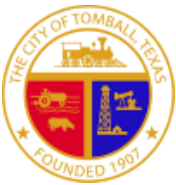
SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Number	Description	Rev	Issued Date	Received Date	Set
40 68 63	CONFIGURATION OF HMI SOFTWARE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 70 00.01	INSTRUMENTATION LIST	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 71 13	MAGNETIC FLOW MEASUREMENT	1	4/8/2025	4/8/2025	GMP2 - ADDENDUM NO.1
40 71 66	TRANSIT TIME FLOW METERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 71 70	PARSHALL FLUME	1	4/8/2025	4/8/2025	GMP2 - ADDENDUM NO.1
40 71 76	THERMAL FLOW METERS	1	4/8/2025	4/8/2025	GMP2 - ADDENDUM NO.1
40 72 00	LEVEL MEASUREMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 72 76	LEVEL SWITCHES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 73 00	PRESSURE, STRAIN AND FORCE MEASUREMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 73 13	PRESSURE GAUGES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
40 75 43	DISSOLVED OXYGEN ANALYZERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 41 - MATERIAL PROCESSING & HANDLING EQUIPMENT					
41 22 13.19	DAVIT CRANES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
41 22 23.26	TROLLEY HOISTS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 43 - PROCESS GAS AND LIQUID HANDLING					
43 11 17	MULTI-STAGE CENTRIFUGAL BLOWERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
43 11 33	ROTARY LOBE POSITIVE DISPLACEMENT BLOWERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 44 - POLLUTION AND WAST CONTROL EQUIPMENT					
44 42 56.04	SOLIDS HANDLING SUBMERSIBLE PUMPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
44 42 56.05	SUBMERSIBLE CHOPPER PUMPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
44 42 56.13	PROGRESSING CAVITY PUMPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
44 42 56.14	ROTARY LOBE PUMPS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
44 42 66.13	FRP WEIRS AND SCUM BAFFLES	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
DIVISION 46 - WATER AND WASTEWATER EQUIPMENT					
46 21 13	CHAIN AND RAKE BAR SCREEN	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 21 53	PERFORATED PLATE SCREENS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 21 73	SCREENINGS WASHING AND COMPACTING EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 23 23	VORTEX GRIT REMOVAL EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 33 33	POLYMER BLENDING AND FEED EQUIPMENT	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 41 23	SUBMERSIBLE MECHANICAL MIXERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 43 21	CIRCULAR CLARIFIER SLUDGE COLLECTORS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 51 33	MEMBRANE DISC DIFFUSERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 61 41	AUTOMATIC BACKWASH DISC FILTERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 66 56	UV DISINFECTION SYSTEM	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 71 33	ROTARY DRUM THICKENERS	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID
46 76 33	DEWATERING CENTRIFUGE	0	3/13/2025	3/13/2025	GMP2 ISSUED FOR BID

Exhibit C.3 Assumptions and Clarifications





GMP 2 Assumptions and Clarifications

Type	Source (Location/Package)	GMP 2 Description
General	General	Power cost for start-up, performance acceptance test, and temporary operation of the facilities is excluded. All construction power required build the new systems is included.
Sitework	General	After demolition, the existing influent lift station will be left in place and backfilled with excavated material.
Furniture	General	Any project-required office furniture is assumed to be provided and installed by Others and therefore not included in this Proposal.
General	General	CMAR Contingency can be used to account for cost of material increases encountered due to tariffs for Early Work and Balance of Plant Packages.
Process Equipment	General	Furnishing and installation of Magnesium Hydroxide Feed System to address levels of copper in the water is included as an allowance pending TCEQ decision.
Chemicals	General	First fill for chemicals is provided by the City.
General	General	Potable water during construction is provided by the City.
Sitework	General	Repair of paving in roadway will not be per TXDOT details.
Existing Conditions	BOP2-01.01	Sludge removal is based on 330,900 gallons/253 Wet Tons.
Sitework	BOP2-01.01	Per the geotechnical report, there is no dewatering required on site. Dewatering is excluded.
Sitework	BOP2-01.01	Excavated material will be used for backfill of all structures.
General	BOP2-01.01	Webber Waterworks has excluded any costs associated with 3rd party review of the project plans for permitting, materials testing & inspections, energy code inspections, or as might be required by governing authorities.
Piping	BOP2-01.01	Natural gas piping from the meter to the generators is included. All other natural gas piping is provided by the City.
Electrical	BOP2-01.01	Relocation of power poles for construction of influent FRP pipe is included. Other power poles will be relocated by CenterPoint Energy.
Electrical Material	BOP3-01.01	Electrical material prices will be based on the COMEX spot copper prices which indicates \$ 4.71 per pound based on today's market. Material prices are subject to an increase or decrease based on the application of the change in the copper price as of the dates of the purchase orders.
HVAC Material	BOP4-01.01	Type M Copper is included for condensate lines at the Administration Building.
HVAC Material	BOP4-01.01	Type L Copper is included for HVAC refrigerant lines.
HVAC Material	BOP4-01.01	PVC is included for all buried condensate drain lines.
HVAC Material	BOP4-01.01	All ductwork included is unlined.
Instrumentation	BOP5-01.01	The drawings do not call out any flow conditioning devices or piping as a requirement to meet inadequate upstream straight runs or flow, therefore is excluded.





**City of Tomball
Public Improvement District (PID) Application**

APPLICANT INFORMATION

Name: FLS Development, LLC Title: Developer

Mailing Address: 17119 Lakeway Park Drive, Tomball, Texas 77375

Phone: (832) 515-1858 Email: kyle@flsdevelopers.com

Please attach additional applicant information as necessary.

OWNER INFORMATION

Name: Shawn Speer and Shonna Speer Title: Developer Partner

Mailing Address: 17119 Lakeway Park Drive, Tomball, Texas 77375

Phone: (713) 285-9367 Email: Shawn@harrisburgtx.com

PROJECT INFORMATION

Description of Proposed Project: Mixed use commercial/residential development along
Hufsmith Kohrville Rd.

Physical Location of Property: 22110 Hufsmith Kohrville Rd (Portion of)

HCAD Identification No.: Pending Acreage: 50.1051

Current Use of Property: Undeveloped agricultural

Proposed Use of Property: Mixed use residential/commercial

PID CONSIDERATIONS

Please intimal which consideration from the “Development Policy for Special Financing Districts” the PID request adheres to and provide detailed reasoning as to how.

KF	1. Generates economic and superior development benefits to the City beyond what normal development would generate.
KF	2. Provide for improvements in the public right of way (e.g. entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, etc.)
	3. Meet community needs (e.g. enhanced drainage improvements, parks and off-street public parking facilities, pedestrian connectivity, water and wastewater on or off-site improvements) including without limitation development’s pro-rate share of the regional facilities and services.
KF	4. Implement City of Tomball master plans, including water, wastewater, parks, and trails.
KF	5. Increase or enhance the City’s transportation and roadway plans.
	6. Exceed development requirements in the City, including but not limited to enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for the superior design of lots or buildings.
KF	7. Preserve and protect natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats.
KF	8. Willing to annex into the City of Tomball, if applicable, in exchange for the creation of a PID.
KF	9. Provide a unique or special development to the Tomball community (e.g. amenity centers, play areas, pools, picnic facilities, multi-purpose trails.)
KF	10. Have the support of 100% of the owners of the property within the PID.

1. The elevated single family home prices within the lot coverage and land-use area provide higher tax revenue per acre than what can typically be found throughout Tomball.

2. Public ROW is being dedicated to-and-through the property with public access to parks and trails created within the PID boundary.

3. NA

4. Parks and trails as defined in the PD documents.

5. Public ROW is being dedicated to-and-through the property to connect future major thoroughfares.

6. Elevated development requirements are defined in the PD documents.

7. NA

8. This property will be annexed into the City of Tomball in exchange for the creation of a PID.

9. The PD documents describe a unique and special development to the Tomball Community.

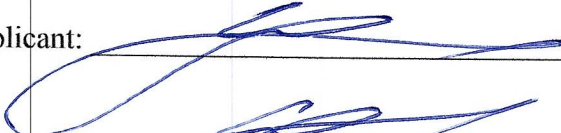
10. All owners are in agreement and support the creation of a PID for the property.

<u>Exhibit A</u>	Completed PID petition
<u>Delivered 11/14</u>	Non-refundable payment of PID Application Review Fee
<u>Cover Letter</u>	Letter from Developer/Applicant requesting consideration of PID
<u>Exhibit C</u>	General summary and description of proposed development
<u>Exhibit C</u>	Site plan or general plan that shows land use and thoroughfare connections
<u>Exhibit C</u>	Demonstration of how the development is in compliance with the City's Comprehensive Plan and Future Land Use Plan
<u>Exhibit C</u>	Demonstration of how the proposed development is in compliance with the zoning of the property
<u>Exhibit C</u>	Description of any amenities for the proposed development
<u>Exhibit C</u>	Description of any elevated design and landscaping standards for the proposed development
<u>Cover Letter</u>	Summary of special benefits to be received by the development
<u>Cover Letter</u> <u>Exhibit D</u> <u>Exhibit E</u>	Evidence the developer has the expertise, experience, necessary capital, and financial backing to complete the new development to be supported by the District financing
<u>Exhibit D</u>	Identify all project expenses and costs, including acquisition, construction, and any applicable long-term management cost
<u>Exhibit D & E</u>	Description and preliminary estimate of public infrastructure included with development (include both developer-funded and proposed PID-funded elements)
<u>Exhibit F</u>	Propose total assessment and tax rate equivalent
<u>Exhibit F</u>	Description of any property that will be subject to or exempt from assessments
<u>N/A</u>	Any additional information which you believe would be necessary for the City to evaluate the proposed project.

ACKNOWLEDGEMENT

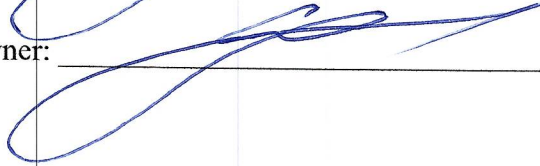
I, William Shawn Speer, certify that the information on this form and included in the attached City of Tomball PID Application is true and correct to the best of my knowledge and the undersigned is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in possible delays and/or denial.

Signature of Applicant:



Date: 5/15/25

Signature of Owner:



Date: 5/15/25

**FLS Development
Planned Development Regulations
(Medical Complex Blvd & Hufsmith Kohville Rd)**

Contents

- a. General Provisions
- b. Land Uses
- c. Development Regulations
- d. Architecture Standards
- e. Landscape/Buffer Regulations
- f. Amenities

a. General Provisions

The Planned Development, PD, approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City of Tomball. If any provisions or regulations of any City of Tomball ordinance applicable in GR or SF-9 zoning districts is not contained in this ordinance, all of the regulations contained in the Development Code applicable to the GR and SF-9 zoning district in effect on the effective date of this ordinance shall apply to this PD.

Except as otherwise provided herein, the words used in this Planned Development have the same meaning established by the Development Code.

b. Land Uses

Permitted Land Uses are listed below. All others are prohibited.

- 1) Any use permitted by right in SF-9
- 2) Any use permitted in the General Retail District (GR) Zoning Code of Ordinances. In addition, the following uses will not be permitted as-of-right:
 - a) All-terrain vehicle dealer/sales
 - b) Amusement devices/arcade
 - c) Amusement, commercial (indoor)
 - d) Amusement, commercial (outdoor)
 - e) Animal Kennel (outdoor pens)
 - f) Appliance Repair
 - g) Automobile Wash (full service)
 - h) Automobile Wash (self-service)
 - i) Gasoline Station
 - j) Mini-warehouse/ self storage
 - k) Mobile Food Court
 - l) Non-city public assembly
 - m) Paint manufacture and/or mixing
 - n) Pawn shop

- o) Propane sales filling (retail)
- p) Quick lube/oil change/minor inspection
- q) School, college or university
- r) School, commercial trade (vocational)
- s) School, other than public or denominational
- t) School, public or denominational
- u) Scientific and industrial research laboratories (nonhazardous)
- v) Skating rink
- w) Taxidermist
- x) Temporary real estate field office
- y) Wedding chapel

c. Development Regulations

- 1) Area regulations for Single Family Lots
 - a) Minimum Lot Size – 8,400 Square Feet
 - b) Minimum Lot Width – 65 Feet
 - c) Minimum Lot Depth – 130 Feet
 - d) Minimum Front Yard – 25 Feet (35' adjacent to Arterial Street)
 - e) Minimum Side Yard – 5 Feet (15' adjacent to street, 25' adjacent to Arterial Street)
 - f) Minimum Rear Yard – 15 Feet (25' adjacent to Arterial)
 - g) Maximum Lot Coverage – 55% (including main buildings and accessory buildings)
 - h) Maximum Height – Two stories not to exceed 35 feet for the main building/house
- 2) Area Regulations for nonresidential uses
 - a) Minimum Lot Area – 6,000 Square Feet
 - b) Minimum Lot Width – 60 Feet
 - c) Minimum Lot Depth – 100 Feet
 - d) Minimum Front Yard – 35 feet
 - e) Minimum Side Yard (Interior) – 5 Feet (25' Adjacent to Arterial)
 - f) Minimum Side Yard Adjacent to Single Family – 25 Feet
 - g) Minimum Rear Yard – 15 Feet
 - h) Maximum floor area ratio (FAR) is 1:1
- 3) Develop full boulevard of Medical Complex Drive to serve the development (through the extent of single family residential construction) as shown in Exhibit A.

d. Architecture Standards

These recommendations and standards are meant to foster a sense of design continuity that will deliver the desired aesthetic of the planned residential development. The follow architectural criteria are intended to make the home builder and building designer aware of the architectural context, not to inhibit or limit unique design.

- 1) Building façade criteria and features:
 - a) Each residence must present an exterior design within the classification of “Modern Farmhouse” or “Craftsman” design.
 - b) Combined exterior materials and colors must vary from those within 4 residences of the subject. Crossing the street will count as one residence.

- c) Primary brick material may not be repeated within 4 residences
 - d) A variation of garage entries and garage sizes is expected as a general method of breaking up the street scene for the subdivision. This will include front loading 2 and 3 car garages as well as "J-Swing" garage entries.
- 2) Building façade finishes and materials:
- a) Each residence must include the following materials in varied methods of use.
 - b) Brick and/or Stone
 - c) Board and Batten siding or similar painted material
 - d) Cedar or other stained or painted decorative wood detailing
 - e) Minimum 8:12 Side to side roof pitch

e. Landscape/Buffer Regulations

- 1) Single Family Lot Requirements
- a) Each lot shall be fully landscaped with either trees, plants or otherwise coved with grass
 - b) Each lot shall have at least one 3.5" caliper shade tree planted in the front yard
 - c) See attached (Exhibit B) for landscaping guidelines.
- 2) Non-residential Requirements
- a) Provide 30' landscape buffer and tree preservation between commercial reserve tracts and single family lots
 - b) Common areas near community signage, amenities, and within the esplanade for Medical Complex will be consistently landscaped with seasonal vegetation and flowers
- 3) The community park, fishing dock and shade structure shall be maintained with irrigated grass and seasonal landscaping.

f. Amenities

Amenities will be designed and built to complement the overall concept of the community with a similar use of materials and design concepts related to the home design requirements for the subdivision. When completed, the combination of the architectural design of the Amenities, the consistent branding of each area, and the complimentary design of the commercial section of the community will complete a destination environment combining a modern design with a nod to the history of Tomball.

The following amenities are required as shown on Exhibit A.

- 1) Up to two (2) Wet amenity detention ponds with fountains.
- 2) Designated walking trails around amenity ponds .
- 3) Playground structure.
- 4) Fishing Dock.
- 5) Shade structure.
- 6) Up to two (2) monument signs within platted area.

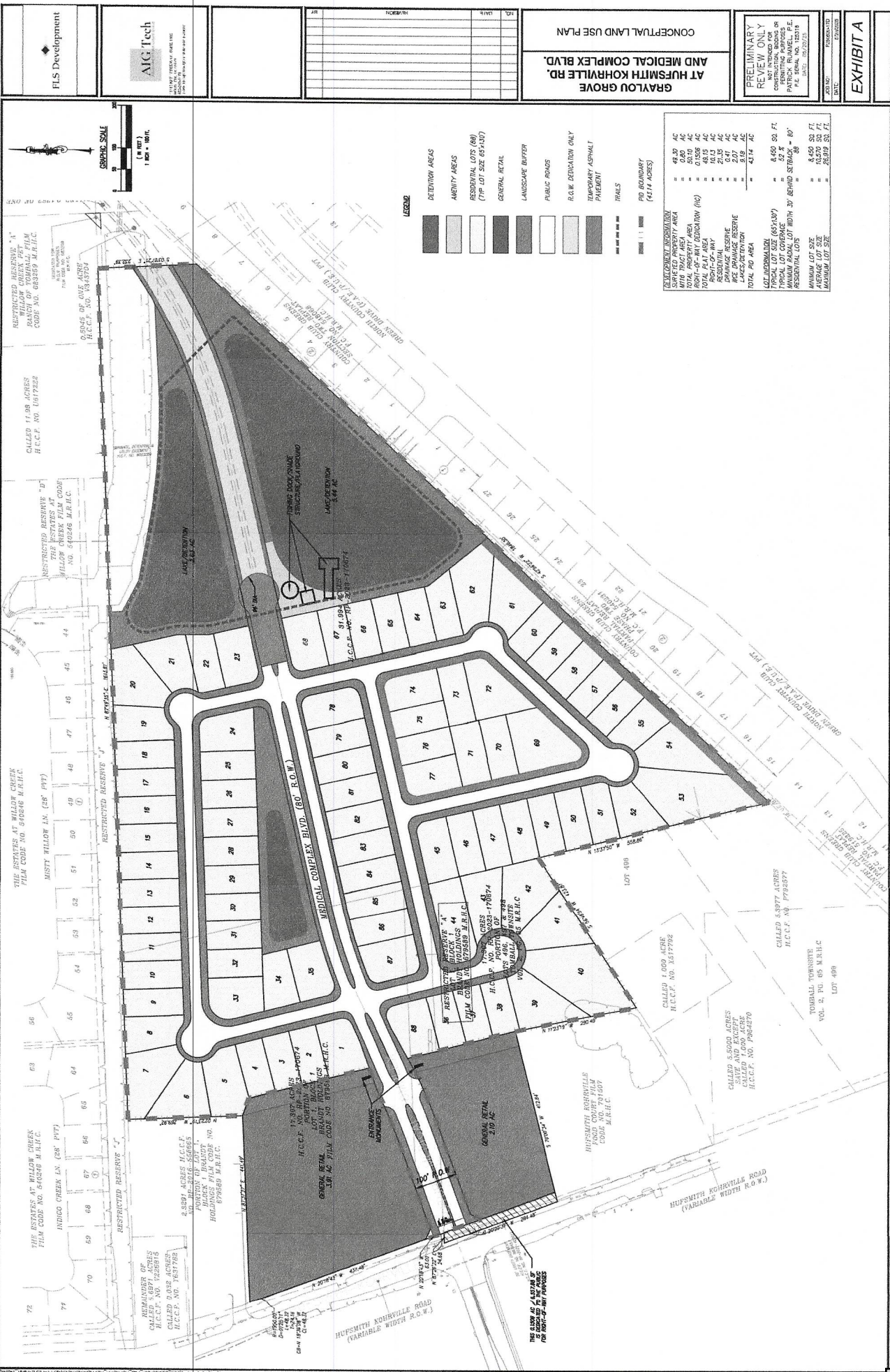


EXHIBIT B

Landscaping Guidelines

Just as all structures built throughout Graylou Grove from commercial to residences to amenity structures will be required to include design elements consistent with one another, landscaping in all of these areas will be expected to create a consistent and beautiful vegetation concept throughout the development.

A focus will be made on trees, plants and flowers which are native to the area and the State of Texas in general. Trees planted will be Oaks, implementation of plants will have a focus on evergreen selections and color will be provided by plants and flowers which do well in the environment and seasonal use of their intent.

All areas landscaped as part of the development will remain on an ongoing maintenance plan including irrigation and landscaping maintenance workers who will perform work on a regular basis.

Treelines:

Areas designated as treelines will be completed with selected Oaks of 6" in diameter or greater.

Common Areas:

Common areas in the development will include areas around signage, inside medians of Medical Complex, and throughout the amenity area at east end of the community.

These areas will require coverage by landscaping. Medians will be presented with a combination of mulch, St Augustine Grass, Evergreen plants and seasonal plants and flowers. These areas will be maintained through irrigation and ongoing care through landscaping professionals.

Areas immediately surrounding amenities or signage will be maintained with a combination of St. Augustine grass, mulch, evergreen plants and seasonal color.

Smaller, more detailed areas that require grass will be completed with the laying of sod while larger open areas will be completed through the use of grass seed.

Residential Requirements:

In order to be considered complete per community guidelines, each residence must include at least one 3.5 caliper tree of Oak or other approve tree, a fully sodded and irrigated front yard (to front corner of home at a minimum) and a landscaping area which must be a minimum of 5' x 20' in size. Landscaped should include a combination of mulch beds, evergreen plants and seasonal plants with color or seasonal flowers.



DESCRIPTION
OVERALL ACREAGE

49.301 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being that certain called 31.994 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-170674, that certain called 17.307 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-171232, a portion of that certain Reserve "A" and Lot 1 of Brandt Holdings, a subdivision as shown on map or plat recorded under Film Code Number 679589 of the Map Records of Harris County, Texas, a portion of those certain Lots 489, 490, 495, 496, 497 and 498 of Tomball Townsite, a subdivision as shown on map or plat recorded under Volume 2, Page 65 of the Map Records of Harris County, Texas and those certain Lots 491, 492, 493 and 494 of said Tomball Townsite, said 49.301 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found in the Southerly line of that certain Restricted Reserve "J" of The Estates at Willow Creek, a subdivision as shown on map or plat recorded under Film Code Number 540246 of the Map Records of Harris County, Texas, for the Northeasterly corner of that certain called 2.3291 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2016-558665 and the Northerly Northwest corner of said 17.307 acre tract;

Thence, N 87°49'35" E, along the Southerly line of said Restricted Reserve "J" of The Estates at Willow Creek, the Southerly line of that certain called 11.98 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number U517222 and the Southerly line of that certain Restricted Reserve "A" of Willow Creek Pet Ranch of Tomball, a subdivision as shown on map or plat recorded under Film Code Number 683259 of the Map Records of Harris County, Texas, a distance of 2,003.38 feet to the Northeasterly corner of said 31.994 acre tract;

Thence, S 03°07'21" E, along the Westerly line of that certain called 0.5045 of one acre of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number V343704, a distance of 232.39 feet to a 1/2 inch iron rod found in the Northwesterly line of that certain Block 2 of Country Club Greens Section Two-Replat, a subdivision as shown on map or plat recorded under Film Code Number 548068 of the Map Records of Harris County, Texas, for the Southwesterly corner of said 0.5045 acre tract;

Thence, S 42°56'22" W, along the Northwesterly line of said Block 2 of Country Club Greens Section Two-Replat, the Northwesterly line of that certain Block 1 of said Country Club Greens Section Two-Replat, the Northwesterly line of that certain Block 2 of Country Club Greens Partial Replat-Phase Two, a subdivision a shown on map or plat recorded under Film Code Number 540231 of the Map Records of Harris County, Texas and the Northwesterly line of that certain Block 2 of Country Club Greens Partial Replat, a subdivision as shown on map or plat recorded under Film Code Number 519225 of the Map Records of Harris County, Texas, a distance of 1,846.30 feet to a 5/8 inch iron rod found for the Southeasterly corner of that certain called 5.3977 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number P792577 and the most Southerly corner of said 31.994 acre tract;

Thence, N 13°37'50" W, along the Easterly line of said 5.3977 acre tract and the Easterly line of that certain called 5.5000 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number P964270, a distance of 558.86 feet to a 5/8 inch iron rod found for the Northeasterly corner of said 5.5000 acre tract and the Southeasterly corner of said 17.307 acre tract;

Thence, S 56°48'54" W, along the Northerly line of said 5.5000 acre tract and the Northerly line of that certain called 1.000 acre of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number X517792, a distance of 423.87 feet to a 5/8 inch iron rod with cap found for the Southeasterly corner of that certain Lot 1, Block 1 of Huffsmith Kohrville Food Court, a subdivision as shown on map or plat recorded under Film Code Number 701507 of the Map Records of Harris County, Texas;

Thence, N 11°23'19" W, along the Easterly line of said Lot 1, Block 1 of Huffsmith Kohrville Food Court, a distance of 290.49 feet to a 5/8 inch iron rod with cap found for the Northeasterly corner of said Lot 1, Block 1 of Huffsmith Kohrville Food Court and an interior corner of said 17.307 acre tract;

Thence, S 76°00'34" W, along the Northerly line of said Lot 1, Block 1 of Huffsmith Kohrville Food Court, a distance of 412.84 feet to a 5/8 inch iron rod with cap found in the Easterly right-of-way line of Huffsmith Kohrville Road (variable width right-of-way);

Thence, along the Easterly right-of-way line of said Huffsmith Kohrville Road, the following courses and distances:

N 20°20'37" W, a distance of 284.48 feet to a 5/8 inch iron rod found for the Southwesterly corner of that certain called 0.3634 of one acre of land dedicated for the widening of Huffsmith Kohrville Road by said map or plat of Brandt Holdings;

N 87°26'22" E, a distance of 24.68 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of said Reserve "A" of Brandt Holdings and the Southeasterly corner of said dedication;

N 20°18'43" W, a distance of 437.48 feet to a 5/8 inch iron rod with cap found for a point of curvature to the right;

In a Northwesterly direction, with said curve to the right, having a central angle of 01°25'11", a radius of 1950.00 feet, an arc length of 48.32 feet, a chord bearing of N 19°36'08" W and a chord distance of 48.32 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of said 2.3291 acre tract;

Thence, N 87°37'27" E, along the Southerly line of said 2.3291 acre tract, a distance of 441.49 feet to a 5/8 inch iron rod with cap found for the Southeasterly corner of said 2.3291 acre tract;

Thence, N 02°23'19" W, along the Easterly line of said 2.3291 acre tract, a distance of 269.92 feet to the POINT OF BEGINNING and containing 49.301 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983, DERIVED FROM CORS SITE RODS.

TRACT BEING SHOWN ON MAP (SEE HSC NO. 2115000OVERALL.dwg)

HOVIS SURVEYING COMPANY, INC.

Texas Firm Registration No. 10030400

By: _____

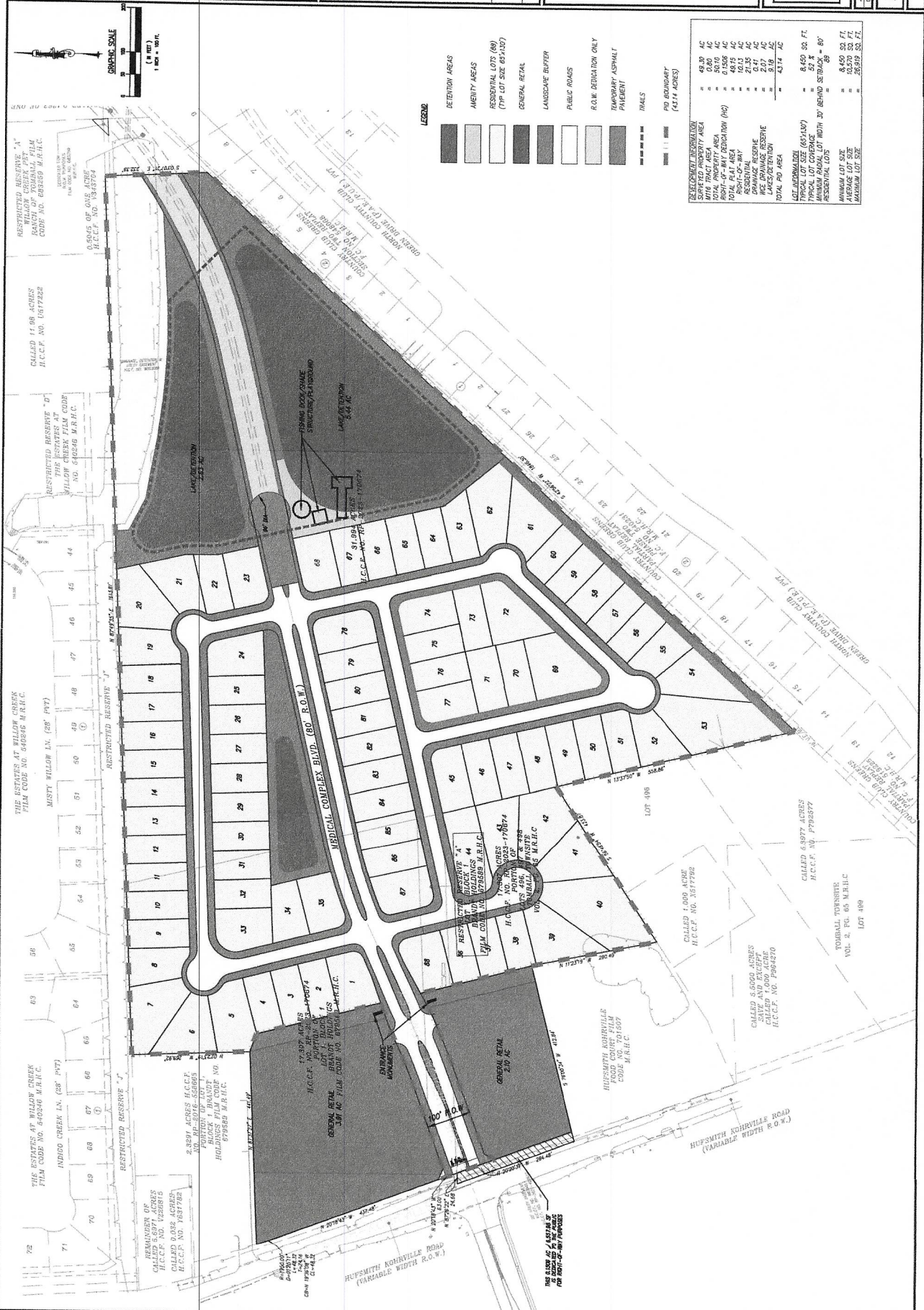
Date: October 30, 2023

Job No: 21-150-00

File No: F21-150.00D

Dwg File: 2115000OVERALL.dwg







FLS Development, LLC - Graylou Grove
AIG Technical Services Job No.: P250520-17D

<u>Description</u>	<u>WSD</u>	<u>Roadway</u>	<u>Out-of-District</u>	<u>Total</u>
B1. General & Site Preparation Items	\$ 517,136	\$ -	\$ -	\$ 517,136
B2. SWPPP Items	\$ 199,823	\$ 199,823	\$ 3,056	\$ 402,701
B3. Water Distribution Items	\$ 813,192	\$ -	\$ -	\$ 813,192
B4. Wastewater Collection Items	\$ 574,974	\$ -	\$ -	\$ 574,974
B5. Stormwater Collection Items	\$ 1,539,396	\$ -	\$ 13,038	\$ 1,552,434
B6. Natural Gas Distribution Items	\$ 197,220	\$ -	\$ -	\$ 197,220
B7. Excavation and Paving Items	\$ -	\$ 3,104,590	\$ 134,633	\$ 3,239,224
B7. Traffic and Traffic Control Items	\$ -	\$ 83,200	\$ -	\$ 83,200
C. Extra Unit Price Items	\$ 111,130	\$ -	\$ -	\$ 111,130
D. Cash Allowances	\$ 130,000	\$ 639,600	\$ 135,200	\$ 904,800
Subtotal	\$ 4,082,871	\$ 4,027,213	\$ 285,927	\$ 8,396,011
Construction Staking (1.5%)	\$ 61,243	\$ 60,408	\$ 4,289	\$ 125,940
City of Tomball Construction Permit Fee (2%)	\$ 81,657	\$ 80,544	\$ 5,719	\$ 167,920
Certification of Insurance, Performance, Payment and Maintenance Bonds (2%)	\$ 83,000	\$ 82,000	\$ 6,000	\$ 171,000
Contingency (5%)	\$ 215,439	\$ 212,508	\$ 15,097	\$ 443,044
Sub-Total Construction Cost	\$ 4,524,210	\$ 4,462,674	\$ 317,031	\$ 9,303,915
Drainage Impact Fee	\$ -	\$ -	\$ -	\$ -
Engineering Fees (8%)	\$ 361,937	\$ 357,014	\$ 25,362	\$ 744,313
Geotechnical Eng. & Construction Material Testing (2%)	\$ 90,484	\$ 89,253	\$ 6,341	\$ 186,078
Sub-Total Engineering and Fees	\$ 452,421	\$ 446,267	\$ 31,703	\$ 930,391
Total Preliminary Construction Cost Estimate	\$ 4,976,631	\$ 4,908,941	\$ 348,734	\$ 10,234,306
Cost per Lot	88 \$ 56,553	\$ 55,783	-	\$ 116,299
Cost per Acre	47.9 \$ 103,919	\$ 102,506	-	\$ 213,707

Notes

- 1 Estimate does not include any additional costs that may be required for development outside the scope outlined above. These fees may include street lighting, dry utilities, etc.
- 2 The quantities reflected on this estimate were tabulated from 30% preliminary engineering drawings. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.
- 3 A 4% escalation of construction unit prices has been included from the engineer's opinion of probable construction cost dated March 7, 2024 prepared by Civil Systems Engineering, Inc.

Patrick Rummel

05/21/2025



Preliminary Estimate of Potential Construction Costs
Client: FLS Development, LLC
Project Address: Hufsmith Kohrville
AIG Technical Services, LLC Project No.: P250520-17D
Phase: Graylou Grove 30% Estimate

Detention Pro-Rata			
Total Plat Area	49.150	AC	
Commercial Reserves	5.999	AC	
Total Detention Volume	33.88	ac-ft	
Detention Rate	0.689	ac-ft/ac	
PID Detention (Pro-rata)	88.0%		
Commercial Detention (Pro-rata)	12.0%		

B1. General & Site Preparation Items

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total	In District	Out-of-District	Shared Quantities
1	01502	Mobilization (4%)	LS	1	\$ 208,000	\$ 208,000	\$ 208,000	\$ -	-
2	01578	Ground Water Control for Open-Cut Construction	LF	27,725	\$ 2	\$ 58,221	\$ 58,221	\$ -	-
3	01740	Site Restoration	SY	-	\$ 3	\$ -	\$ -	\$ -	-
4	02221	Removing Existing Asphalt Pavement	SY	-	\$ -	\$ -	\$ -	\$ -	-
5	02221	Removing Existing Concrete Driveway	SY	-	\$ -	\$ -	\$ -	\$ -	-
6	02221	Removing Existing Concrete Curb	LF	150	\$ 10	\$ 1,560	\$ 1,560	\$ -	-
7	02221	Fence Removal	LS	1	\$ 5,200	\$ 5,200	\$ 5,200	\$ -	-
8	02233	Clearing & Grubbing (Heavy Clearing)	AC	47.9	\$ 2,080	\$ 99,610	\$ 99,610	\$ -	-
9	02233	Clearing & Grubbing (Underbrushing)	AC	47.9	\$ 1,477	\$ 70,723	\$ 70,723	\$ -	-
10	02221	Removal and Abandonment of Utilities	LS	1	\$ 15,600	\$ 15,600	\$ 15,600	\$ -	-
11	02260	Trench Safety	LF	27,725	\$ 2	\$ 58,221	\$ 58,221	\$ -	-
Total General & Site Preparation Items						\$ 517,136	\$ 517,136	\$ -	-

B2. SWPPP Items

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total	In District	Out-of-District	Shared Quantities
12	01570,01410	BMP Implementation and Maintenance	MO	9	\$ 2,080	\$ 18,720	\$ 18,720	\$ -	-
13	01574	Filter Fabric Fence (Install & Remove)	LF	7,175	\$ 2	\$ 15,068	\$ 12,012	\$ 3,056	1,455
14	01574	Temporary Type II Filter Dam (Install & Remove)	EA	1	\$ 4,160	\$ 4,160	\$ 4,160	\$ -	-
15	01575	Stabilized Construction Exit (Install & Remove)	SY	444	\$ 36	\$ 16,162	\$ 16,162	\$ -	-
16	01577	Inlet Protection Barrier (Wattle)(Install & Remove)	LF	380	\$ 8	\$ 3,154	\$ 3,154	\$ -	-
17	01577	Inlet Protection Barrier (Stage 1)(Install & Remove)	LF	136	\$ 5	\$ 707	\$ 707	\$ -	-
18	01577	Inlet Protection Barrier (Catch Basin)(Install & Remove)	EA	2	\$ 26	\$ 52	\$ 52	\$ -	-
19	02921	Hydromulch Seeding	AC	25.2	\$ 2,080	\$ 52,416	\$ 52,416	\$ -	-
20	02922	Solid Sod	SY	69,586	\$ 4	\$ 292,263	\$ 292,263	\$ -	-
Total SWPPP Items						\$ 402,701	\$ 399,646	\$ 3,056	-

B3. Water Distribution Items

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total	In District	Out-of-District	Shared Quantities
21	02511	4-inch Diameter PVC by Open Cut (C900)(DR 18)	LF	480	\$ 42	\$ 19,968	\$ 19,968	\$ -	-
22	02511	8-inch Diameter PVC by Open Cut (C900)(DR 18)	LF	3,973	\$ 78	\$ 309,894	\$ 309,894	\$ -	-
23	02511	8-inch Diameter PVC w/ RJ by Open Cut (C900)(DR 18)	LF	348	\$ 156	\$ 54,288	\$ 54,288	\$ -	-
24	02511	12-inch Diameter PVC by Open Cut (C900)(DR 18)	LF	1,341	\$ 88	\$ 118,544	\$ 118,544	\$ -	-
25	02511	12-inch Diameter PVC w/ RJ by Open Cut (C900)(DR 18)	LF	175	\$ 177	\$ 30,940	\$ 30,940	\$ -	-
26	02511	12-inch Diameter Steel Casing by Open Cut	LF	348	\$ 135	\$ 47,050	\$ 47,050	\$ -	-
27	02511	16-inch Diameter Steel Casing by Open Cut	LF	90	\$ 166	\$ 14,976	\$ 14,976	\$ -	-
28	02511	16-inch Diameter Steel Casing by Trenchless	LF	85	\$ 218	\$ 18,564	\$ 18,564	\$ -	-
29	02511	8-inch Diameter PVC Plug & Clamp	EA	1	\$ 520	\$ 520	\$ 520	\$ -	-
30	02511	12-inch Diameter PVC Plug & Clamp	EA	1	\$ 780	\$ 780	\$ 780	\$ -	-
31	02512	12"x12" TS&V and Wet Connect	EA	1	\$ 4,160	\$ 4,160	\$ 4,160	\$ -	-
32	02512	Long Side Service Lead	EA	19	\$ 1,040	\$ 19,760	\$ 19,760	\$ -	-
33	02512	Short Side Service Lead	EA	32	\$ 2,080	\$ 66,560	\$ 66,560	\$ -	-
34	02520	Fire Hydrant Assembly Includ. GV&B	EA	9	\$ 5,200	\$ 46,800	\$ 46,800	\$ -	-
35	02520	6-inch Diameter Fire Hydrant Branch by Open Cut (C900)(DR 18)	LF	136	\$ 31	\$ 4,228	\$ 4,228	\$ -	-
36	02521,02085	4-inch Diameter Gate Valve & Box w/ Lid	EA	2	\$ 1,560	\$ 3,120	\$ 3,120	\$ -	-
37	02521,02085	8-inch Diameter Gate Valve & Box w/ Lid	EA	13	\$ 3,120	\$ 40,560	\$ 40,560	\$ -	-
38	02521,02085	12-inch Diameter Gate Valve & Box w/ Lid	EA	3	\$ 4,160	\$ 12,480	\$ 12,480	\$ -	-
Total Water Items						\$ 813,192	\$ 813,192	\$ -	-

B4. Wastewater Collection Items

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total	In District	Out-of-District	Shared Quantities
39	02082	4-foot Diameter Precast Concrete Manhole w/ Lining	EA	22	\$ 5,200	\$ 114,400	\$ 114,400	\$ -	-
40	02082	4-foot Diameter Precast Concrete Manhole w/ Lining (Shallow Depth)	EA	2	\$ 8,320	\$ 16,640	\$ 16,640	\$ -	-
41	02082	5-foot Diameter Precast Concrete Manhole w/ Lining	EA	1	\$ 6,760	\$ 6,760	\$ 6,760	\$ -	-
42	02082	Extra Depth 5-foot Diameter Precast Concrete Manhole	VF	-	\$ 520	\$ -	\$ -	\$ -	-
43	02082	Extra Depth 4-foot Diameter Precast Concrete Manhole	VF	-	\$ 364	\$ -	\$ -	\$ -	-
44	02531	8-inch Diameter PVC by Open Cut (C900)(SDR 26)	LF	3,192	\$ 62	\$ 199,181	\$ 199,181	\$ -	-
45	02531	10-inch Diameter PVC by Open Cut (C900)(SDR 26)	LF	1,518	\$ 83	\$ 126,298	\$ 126,298	\$ -	-
46	02534	Sanitary Sewer Service Lead (Short Side)(w/o stack)	EA	22	\$ 1,352	\$ 29,744	\$ 29,744	\$ -	-
47	02534	Sanitary Sewer Service Lead (Long Side)(w/o stack)	EA	17	\$ 2,600	\$ 44,200	\$ 44,200	\$ -	-
48	02534	Sanitary Sewer Service Lead (Long Side)(w/o stack)(Over 75')	EA	12	\$ 3,120	\$ 37,440	\$ 37,440	\$ -	-
48	02534	10-inch Diameter Sanitary Sewer Plug and Cap	EA	1	\$ 312	\$ 312	\$ 312	\$ -	-
Total Sanitary Items						\$ 574,974	\$ 574,974	\$ -	-

B5. Stormwater Collection Items

Item No.	Control No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total	In District	Out-of-District	Shared Quantities
48	02631	24-inch Diameter Storm Sewer by Open Cut (RCP)(CL III)	LF	2,264	\$ 99	\$ 223,683	\$ 223,019	\$ 664	56
49	02631	24-inch Diameter Storm Sewer Lead by Open Cut (RCP)(CL III)	LF	884	\$ 104	\$ 91,936	\$ 91,936	\$ -	-
50	02631	30-inch Diameter Storm Sewer by Open Cut (RCP)(CL III)	LF	521	\$ 135	\$ 70,439	\$ 70,439	\$ -	-
51	02631	30-inch Diameter Storm Sewer Lead by Open Cut (RCP)(CL III)	LF	66	\$ 140	\$ 9,266	\$ 9,266	\$ -	-
52	02631	36-inch Diameter Storm Sewer by Open Cut (RCP)(CL III)	LF	690	\$ 177	\$ 121,992	\$ 113,824	\$ 8,168	385
53	HCFC	36-inch Diameter Storm Sewer by Open Cut (HDPE) w/ Timber Bents	LF	78	\$ 156	\$ 12,168	\$ 10,708	\$ 1,460	78
54	02631	42-inch Diameter Storm Sewer by Open Cut (RCP)(CL III)	LF	325	\$ 218	\$ 70,980	\$ 70,980	\$ -	-
55	02631	48-inch Diameter Storm Sewer by Open Cut (RCP)(CL III)	LF	121	\$ 255	\$ 30,831	\$ 30,831	\$ -	-
56	02631	54-inch Diameter Storm Sewer by Open Cut (RCP)(CL III)	LF	123	\$ 359	\$ 44,132	\$ 44,132	\$ -	-

57	02631	60-inch Diameter Storm Sewer by Open Cut (RCP)(CL III)	LF	988	\$	390	\$	385,320	\$	385,320	\$	-	-
58	02632	Cast-in-place Headwall (5-inch Concrete Slope Paving)(24" Stm)	EA	3	\$	2,600	\$	7,800	\$	7,488	\$	312	1
59	02632	Cast-in-place Headwall (5-inch Concrete Slope Paving)(60" Stm)	EA	2	\$	15,600	\$	31,200	\$	31,200	\$	-	-
60	02633	Standard Type C Precast Concrete Inlet	EA	23	\$	5,200	\$	119,600	\$	119,600	\$	-	-
61	02633	Standard Type C-1 Precast Concrete Inlet	EA	10	\$	5,720	\$	57,200	\$	57,200	\$	-	-
62	02633	Standard Type D Precast Concrete Inlet	EA	2	\$	3,640	\$	7,280	\$	7,280	\$	-	-
63	02633	Standard Type E Precast Concrete Inlet	EA	2	\$	4,680	\$	9,360	\$	9,360	\$	-	-
64	02633	Standard Type "C" Storm Manhole (48-inch Diameter)	EA	19	\$	5,200	\$	98,800	\$	98,800	\$	-	-
65	02633	Standard Type "C" Storm Manhole (60-inch Diameter)	EA	8	\$	6,760	\$	54,080	\$	51,646	\$	2,434	3
66	02633	Standard Type "C" Storm Manhole (72-inch Diameter)	EA	1	\$	8,580	\$	8,580	\$	8,580	\$	-	-
67	02633	Standard Type "C" Storm Manhole (84-inch Diameter)	EA	5	\$	9,880	\$	49,400	\$	49,400	\$	-	-
68	02633	Precast Concrete Junction Box (8'x8') w/ Type E Inlet	EA	2	\$	18,720	\$	37,440	\$	37,440	\$	-	-
69	HCFC	Riprap Grade No.1	TON	75	\$	99	\$	7,410	\$	7,410	\$	-	-
70	HCFC	SET (TY II)(4:1)(24 IN)(4:1)(P)	EA	2	\$	1,768	\$	3,536	\$	3,536	\$	-	-
Total Stormwater Items								\$ 1,552,434	\$ 1,539,396	\$ 13,038			

B6. Natural Gas Distribution Items

Item No.	Control No.	Item Description	Unit Measure	Unit	Quantity	Unit Price	Total						
71	02685	4-inch Diameter PE Pipe (PE2406)	LF		1,505	\$ 36	\$ 54,782	\$ 54,782	\$	-	-	-	-
72	02685	4-inch Diameter Valve and Box	EA		3	\$ 1,872	\$ 5,616	\$ 5,616	\$	-	-	-	-
73	02685	4-inch Diameter Plug	EA		1	\$ 416	\$ 416	\$ 416	\$	-	-	-	-
74	02685	2-inch Diameter PE Pipe (PE2406)	LF		4,788	\$ 21	\$ 99,590	\$ 99,590	\$	-	-	-	-
75	02685	2-inch Diameter Valve and Box	EA		10	\$ 1,248	\$ 12,480	\$ 12,480	\$	-	-	-	-
76	02685	Zinc Anode	EA		14	\$ 73	\$ 1,019	\$ 1,019	\$	-	-	-	-
77	02685	Test Station	EA		7	\$ 62	\$ 437	\$ 437	\$	-	-	-	-
78	02685	8-inch Diameter Steel Casing by Trenchless w/ 2-inch SCH 40 Steel Ve	LF		110	\$ 208	\$ 22,880	\$ 22,880	\$	-	-	-	-
79	02685	8-inch Diameter Steel Casing by Open Cut w/ 2-inch SCH 40 Steel Ver	LF		150	\$ 88	\$ 13,260	\$ 13,260	\$	-	-	-	-
80	02685	6-inch Diameter Steel Casing by Open Cut w/ 2-inch SCH 40 Steel Ver	LF		310	\$ 68	\$ 20,956	\$ 20,956	\$	-	-	-	-
81	02685	Pipeline Markers	EA		6	\$ 208	\$ 1,248	\$ 1,248	\$	-	-	-	-
Total Gas Items								\$ 197,220	\$ 197,220	\$ -			

B7. Excavation and Paving Items

Item No.	Control No.	Item Description	Unit Measure	Unit	Quantity	Unit Price	Total						
78	02315	Excavation (On-Site)(Complete In Place)	CY		102,654	\$ 6	\$ 636,454	\$ 560,079	\$ 76,374		12,318		
79	02319	Fill (On-Site)(Complete In Place)	CY		104,828	\$ 4	\$ 440,276	\$ 387,443	\$ 52,833		12,579		
80	02319	Imported Fill	CY		2,174	\$ 21	\$ 45,215	\$ 39,789	\$ 5,426		261		
81	02337	Fly Ash (8%) for 6-inch Stabilized Subgrade	TON		530	\$ 146	\$ 77,168	\$ 77,168	\$	-	-	-	-
82	02337	Lime (4%) for 6-inch Stabilized Subgrade	TON		265	\$ 374	\$ 99,216	\$ 99,216	\$	-	-	-	-
83	02337	Lime/Fly-Ash Stabilized Subgrade	SY		25,594	\$ 5	\$ 133,089	\$ 133,089	\$	-	-	-	-
84	02711	Hot Mix Asphalt Base Course (9-inch)	SY		2,114	\$ 62	\$ 131,941	\$ 131,941	\$	-	-	-	-
85	02741	Asphaltic Concrete Pavement (2-inch)	SY		2,068	\$ 13	\$ 25,856	\$ 25,856	\$	-	-	-	-
86	02741	Hot Mix-Hot Laid Asphalt Concrete	TON		228	\$ 125	\$ 28,454	\$ 28,454	\$	-	-	-	-
87	02751	Reinforced Concrete Pavement (9-inch)	SY		8,753	\$ 78	\$ 682,769	\$ 682,769	\$	-	-	-	-
88	02751	Reinforced Concrete Pavement (7-inch)	SY		13,495	\$ 62	\$ 842,075	\$ 842,075	\$	-	-	-	-
89	02751	Reinforced Concrete Driveway (6-inch)	SY		204	\$ 57	\$ 11,663	\$ 11,663	\$	-	-	-	-
90	02767	Pavement Markings & Signs (All Types and Colors)	LS		1	\$ 10,400	\$ 10,400	\$ 10,400	\$	-	-	-	-
91	02771	Pavement Header	LF		225	\$ 16	\$ 3,510	\$ 3,510	\$	-	-	-	-
92	02771	4"x12" Laydown Concrete Curb	LF		7,435	\$ 5	\$ 38,662	\$ 38,662	\$	-	-	-	-
93	02771	6" Concrete Curb (Monolithic)	LF		5,238	\$ 6	\$ 32,476	\$ 32,476	\$	-	-	-	-
94	02772	Colored Concrete Median (Brick Pavers or Stamped Conc)	SY		320	\$ 114	\$ 36,608	\$ 36,608	\$	-	-	-	-
95	02775	Concrete Sidewalk	SF		13,845	\$ 6	\$ 85,839	\$ 85,839	\$	-	-	-	-
95	02775	Concrete Sidewalk (Wheelchair Ramp)	SF		650	\$ 21	\$ 13,520	\$ 13,520	\$	-	-	-	-
96	COT STR-27	Standard Type III Barricade	EA		-	\$ 1,040	\$ -	\$ -	\$ -	-	-	-	-
Total Paving Items								\$ 3,239,224	\$ 3,104,590	\$ 134,633			

B7. Traffic and Traffic Control Items

Item No.	Control No.	Item Description	Unit Measure	Unit	Quantity	Unit Price	Total						
97	HCED	Traffic Signal Adjustment	LS		1	\$ 52,000	\$ 52,000	\$ 52,000	\$	-	-	-	-
98	01555	Traffic Control and Regulation	LS		1	\$ 20,800	\$ 20,800	\$ 20,800	\$	-	-	-	-
99	01555	Flagger	LS		1	\$ 10,400	\$ 10,400	\$ 10,400	\$	-	-	-	-
Total Traffic and Traffic Control Items								\$ 83,200	\$ 83,200	\$ -			

C. Extra Unit Price Items

Item No.	Control No.	Item Description	Unit Measure	Unit	Quantity	Unit Price	Total						
100	02221	Extra Removal of Exist Pmnt (Including Sawcuts)	SY		100	\$ 10	\$ 1,040	\$ 1,040	\$	-	-	-	-
101	02314	Regrade roadside ditch/swale	LF		300	\$ 19	\$ 5,610	\$ 5,610	\$	-	-	-	-
102	02314	Extra Roadway Excavation & Haul Off	CY		100	\$ 10	\$ 1,040	\$ 1,040	\$	-	-	-	-
103	02318	Extra Hand Excavation	CY		100	\$ 26	\$ 2,600	\$ 2,600	\$	-	-	-	-
104	02318	Extra Machine Excavation	CY		100	\$ 31	\$ 3,120	\$ 3,120	\$	-	-	-	-
105	02318	Extra Bank Sand Backfill	CY		100	\$ 19	\$ 1,870	\$ 1,870	\$	-	-	-	-
106	02321	Extra Cement Stabilized Sand	CY		100	\$ 23	\$ 2,290	\$ 2,290	\$	-	-	-	-
107	02319	Extra Borrow	CY		1,000	\$ 83	\$ 83,200	\$ 83,200	\$	-	-	-	-
108	02921	Extra Hydromulch Seeding	AC		2	\$ 2,080	\$ 4,160	\$ 4,160	\$	-	-	-	-
109	02922	Extra Sodding	SY		1,000	\$ 6	\$ 6,200	\$ 6,200	\$	-	-	-	-
Total Extra Unit Price Items								\$ 111,130	\$ 111,130	\$ -			

D. Cash Allowances

Item No.	Control No.	Item Description	Unit Measure	Unit	Quantity	Unit Price	Total						
110		Pipelines/Flowline Removal and Disposal	CA		1	\$ 15,600	\$ 15,600	\$ 15,600	\$	-	-	-	-
111		Oil/Gas Well Modifications (lowering and recapping)	CA		1	\$ 208,000	\$ 208,000	\$ 104,000	\$ 104,000	\$	-	-	50%
112		Pond Dewatering	CA		1	\$ 26,000	\$ 26,000	\$ 26,000	\$	-	-	-	-
113		Landscaping & Irrigation & Amenities	CA		1	\$ 603,200	\$ 603,200	\$ 572,000	\$ 31,200	\$	-	-	5%
114		Amenity Pond Fountains	CA		1	\$ 20,800	\$ 20,800	\$ 20,800	\$	-	-	-	-
115		CCN 13203 Water Relocation	CA		1	\$ 10,400	\$ 10,400	\$ 10,400	\$	-	-	-	-
116		HCED Permits	CA		1	\$ 10,400	\$ 10,400	\$ 10,400	\$	-	-	-	-
117		HCFC Permits	CA		1	\$ 10,400	\$ 10,400	\$ 10,400	\$	-	-	-	-

Total Cash Allowances**Summary**

B1. General & Site Preparation Items

B2. SWPPP Items

B3. Water Distribution Items

B4. Wastewater Collection Items

B5. Stormwater Collection Items

B6. Natural Gas Distribution Items

B7. Excavation and Paving Items

B7. Traffic and Traffic Control Items

C. Extra Unit Price Items

D. Cash Allowances

Sub Total

\$	904,800	\$	769,600	\$	135,200
\$	517,136	\$	517,136	\$	-
\$	402,701	\$	399,646	\$	3,056
\$	813,192	\$	813,192	\$	-
\$	574,974	\$	574,974	\$	-
\$	1,552,434	\$	1,539,396	\$	13,038
\$	197,220	\$	197,220	\$	-
\$	3,239,224	\$	3,104,590	\$	134,633
\$	83,200	\$	83,200	\$	-
\$	111,130	\$	111,130	\$	-
\$	904,800	\$	769,600	\$	135,200
\$	8,396,011	\$	8,110,084	\$	285,927

EARTHWORK COMPUTATION						
DESCRIPTION	EXCAVATION			FILL		
	AREA (sq.ft)	DEPTH (ft)	VOL (CY)	AREA (sq.ft)	DEPTH (ft)	VOL (CY)
SITE STRIPPING/SOD	2,086,060	0.33	25,754	0	0.33	0
CONCRETE SIDEWALK	0	0.54	0	13,845	0.54	(278)
ADA RAMP	0	0.50	0	650	0.71	(17)
CONCRETE PVMT (9")	0	0.75	0	78,781	0.75	(2,188)
CONCRETE PVMT (7")	0	0.42	0	121,453	0.58	(2,624)
ASPHALT PVMT	0	0.17	0	2,068	0.17	(13)
ASPHALT BASE	0	0.50	0	2,114	0.67	(52)
GRAVEL	0	0.67	0	0	0.67	0
SURFACE	-	-	76,900.00	-	-	110,000.00
TOTAL			102,654			104,828
BALANCE (NET FILL)			2,174			

City of Tomball, Texas
Special Assessment Revenue Bonds
(Hufmish Kohrville Public Improvement District)

EXHIBIT E

Estimated Sources and Uses of Funds ¹

Estimated Delivery Date: 3/1/2024 9/1/2025

SOURCES OF FUNDS	Improvement		Total
	Area #1-A	Area #1-B	
Bond Par	\$ 3,262,000.00	\$ 2,128,000.00	\$ 5,390,000.00
Total Sources of Funds	\$ 3,262,000.00	\$ 2,128,000.00	\$ 5,390,000.00
USES OF FUNDS	Improvement		Total
	Area #1-A	Area #1-B	
Project Fund	\$ 2,301,182.50	\$ 1,742,217.50	\$ 4,043,400.00
Capitalized Interest Fund ²	354,742.50	-	354,742.50
Debt Service Reserve Fund ³	277,495.00	185,542.50	463,037.50
Costs of Issuance Fund ⁴	195,720.00	127,680.00	323,400.00
Underwriter's Discount	65,240.00	42,560.00	107,800.00
Underwriter's Counsel Fee	32,620.00	30,000.00	62,620.00
Administrative Fund ⁵	35,000.00	-	35,000.00
Total Uses of Funds	\$ 3,262,000.00	\$ 2,128,000.00	\$ 5,390,000.00

Notes:

1. Preliminary and subject to change. Subject to approval by the Issuer
2. Assumes capitalized interest through September 2025 on A bond only.
3. Funded to 100% of maximum annual debt service.
4. Estimated at 6.0% of bond par. Actual costs may vary.
5. First year deposit collected at bond closing. B bond shares costs with A bond.

City of Tomball, Texas
Special Assessment Revenue Bonds
(Hufmish Kohnville Public Improvement District)

Improvement Area Development Assumptions ¹

Lot Type	Number of Units ²	Developed Unit Value ²	Estimated Appraised Unit Value ³	Appraisal Value ³	Estimated Buildout Unit Value ²	Total Improvement Area Value ²	"A" Bond Assessment	"A" Bond Value to Lien	"B" Bond Assessment	Total Assessment	Assessment Unit Value ²	Maximum Annual Installment ⁴	Max Annual Installment per Unit ⁴	Estimated Equivalent Tax Rate ²
Improvement Area #1														
SF	87	\$ 125,000	\$ 112,500	\$ 9,787,500	\$ 625,000	\$ 54,375,000	\$ 3,262,000	3.0 : 1	\$ 2,128,000	\$ 5,390,000	\$ 61,954	\$ 516,563	\$ 5,938	\$ 0.9500
Total / Avg	87		\$ 112,500	\$ 9,787,500	\$ 625,000	\$ 54,375,000	\$ 3,262,000	3.0 : 1	\$ 2,128,000	\$ 5,390,000	\$ 61,954	\$ 516,563	\$ 5,938	\$ 0.9500

Notes:

1. Preliminary and subject to change. Subject to approval by the Issuer.
2. Lot count, buildout values and equivalent tax rate per the Developer. Developed lot value assumes 1/5th of buildout values. Actual values may vary.
3. Assumes 90% of developed lot values. Actual appraised value may vary.
4. Represents maximum annual installment based on buildout value at the estimated equivalent tax rate.

City of Tomball, Texas
Special Assessment Revenue Bonds, Series 2024
(Hufmish Kohrville Public Improvement District)

Estimated Net Annual Installments - Improvement Area No. 1¹

Maturity	Maximum Annual Installment ²	Principal	Interest Rate ³	Interest	Debt Service	Capitalized Interest ⁴	Debt Service Reserve Fund ⁵	Net Debt Service ⁶	Additional Interest ⁷	PID Admin Fee ⁸	Net IA #1 Annual Requirements ⁹	Remaining Installment Revenues ¹⁰
9/1/2024	\$ -	\$ -	7.250%	\$ 118,248	\$ 118,248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9/1/2025	516,563	-	7.250%	236,495	236,495	236,495	-	-	16,310	35,700	52,010	464,553
9/1/2026	516,563	41,000	7.250%	236,495	277,495	-	-	277,495	16,310	36,414	330,219	186,344
9/1/2027	516,563	43,000	7.250%	233,523	276,523	-	-	276,523	16,105	37,142	329,770	186,793
9/1/2028	516,563	46,000	7.250%	230,405	276,405	-	-	276,405	15,890	37,885	330,180	186,382
9/1/2029	516,563	48,000	7.250%	227,070	275,070	-	-	275,070	15,660	38,643	329,373	187,190
9/1/2030	516,563	51,000	7.250%	223,590	274,590	-	-	274,590	15,420	39,416	329,426	187,137
9/1/2031	516,563	54,000	7.250%	219,893	273,893	-	-	273,893	15,165	40,204	329,261	187,301
9/1/2032	516,563	58,000	7.250%	215,978	273,978	-	-	273,978	14,895	41,008	329,881	186,682
9/1/2033	516,563	62,000	7.250%	211,773	273,773	-	-	273,773	14,605	41,828	330,206	186,357
9/1/2034	516,563	65,000	7.250%	207,278	272,278	-	-	272,278	14,295	42,665	329,237	187,325
9/1/2035	516,563	70,000	7.250%	202,565	272,565	-	-	272,565	13,970	43,518	330,053	186,509
9/1/2036	516,563	74,000	7.250%	197,490	271,490	-	-	271,490	13,620	44,388	329,498	187,064
9/1/2037	516,563	79,000	7.250%	192,125	271,125	-	-	271,125	13,250	45,276	329,651	186,911
9/1/2038	516,563	84,000	7.250%	186,398	270,398	-	-	270,398	12,855	46,182	329,434	187,128
9/1/2039	516,563	90,000	7.250%	180,308	270,308	-	-	270,308	12,435	47,105	329,848	186,715
9/1/2040	516,563	96,000	7.250%	173,783	269,783	-	-	269,783	11,985	48,047	329,815	186,748
9/1/2041	516,563	102,000	7.250%	166,823	268,823	-	-	268,823	11,505	49,008	329,336	187,227
9/1/2042	516,563	109,000	7.250%	159,428	268,428	-	-	268,428	10,995	49,989	329,411	187,151
9/1/2043	516,563	117,000	7.250%	151,525	268,525	-	-	268,525	10,450	50,988	329,963	186,599
9/1/2044	516,563	125,000	7.250%	143,043	268,043	-	-	268,043	9,865	52,008	329,916	186,647
9/1/2045	516,563	133,000	7.250%	133,980	266,980	-	-	266,980	9,240	53,048	329,268	187,294
9/1/2046	516,563	143,000	7.250%	124,338	267,338	-	-	267,338	8,575	54,109	330,022	186,541
9/1/2047	516,563	153,000	7.250%	113,970	266,970	-	-	266,970	7,860	55,191	330,021	186,541
9/1/2048	516,563	163,000	7.250%	102,878	265,878	-	-	265,878	7,095	56,295	329,268	187,295
9/1/2049	516,563	175,000	7.250%	91,060	266,060	-	-	266,060	6,280	57,421	329,761	186,801
9/1/2050	516,563	187,000	7.250%	78,373	265,373	-	-	265,373	5,405	58,570	329,347	187,215
9/1/2051	516,563	201,000	7.250%	64,815	265,815	-	-	265,815	4,470	59,741	330,026	186,536
9/1/2052	516,563	215,000	7.250%	50,243	265,243	-	-	265,243	3,465	60,936	329,643	186,919
9/1/2053	516,563	231,000	7.250%	34,655	265,655	-	-	265,655	2,390	62,155	330,200	186,363
9/1/2054	516,563	247,000	7.250%	17,908	264,908	-	277,495	(12,588)	1,235	63,398	329,540	187,022
	\$ 15,496,875	\$ 3,262,000		\$ 4,926,448	\$ 8,188,448	\$ 354,743	\$ 277,495	\$ 7,556,210	\$ 331,600	\$ 1,448,280	\$ 9,613,585	\$ 5,883,290

Notes:

1. Preliminary and subject to change. Subject to approval by the issuer.
2. Based on buildout value and maximum equivalent tax rate at closing date.
3. Rates are for discussion and illustration purposes only and are preliminary and subject to change.
4. Assumes capitalized interest through September 2025.
5. Sized to 100% of maximum annual debt service.
6. Net of capitalized interest and debt service reserve fund release at maturity.
7. Assumes 0.50% of outstanding bond par. Sized as a continuous fund for conservative modelling purposes.
8. Assumes 2.0% annual escalation factor.
9. Net of capitalized interest but excludes release of debt service reserve fund at maturity.
10. For modeling purposes only.

City of Tomball, Texas
Special Assessment Revenue Bonds, Series 2025
(Hufmish Kohrville Public Improvement District)

Estimated Net Annual Installments - Improvement Area No. 1-B¹

Maturity	Maximum Annual Installment ²	Less: IA #1-A Installments	Principal	Interest Rate ³	Interest	Debt Service	Capitalized Interest ⁴	Debt Service Reserve Fund ⁵	Net Debt Service ⁶	Additional Interest ⁷	PID Admin Fee ⁸	Net IA #1-B Annual Requirements ⁹	Remaining Installment Revenues ¹⁰
9/1/2024													
9/1/2025	\$ 516,563	\$ 330,219	\$ 21,000	7.250%	\$ 154,280	\$ 175,280	\$ -	\$ -	\$ 175,280	\$ 10,640	\$ -	\$ 185,920	\$ 424
9/1/2026	\$ 516,563	329,770	23,000	7.250%	152,758	175,758	-	-	175,758	10,535	-	186,293	500
9/1/2027	\$ 516,563	330,180	24,000	7.250%	151,090	175,090	-	-	175,090	10,420	-	185,510	872
9/1/2028	\$ 516,563	329,373	27,000	7.250%	149,350	176,350	-	-	176,350	10,300	-	186,650	540
9/1/2029	\$ 516,563	329,426	29,000	7.250%	147,393	176,393	-	-	176,393	10,165	-	186,558	579
9/1/2030	\$ 516,563	329,261	31,000	7.250%	145,290	176,290	-	-	176,290	10,020	-	186,310	991
9/1/2031	\$ 516,563	329,881	33,000	7.250%	143,043	176,043	-	-	176,043	9,865	-	185,908	774
9/1/2032	\$ 516,563	330,206	36,000	7.250%	140,650	176,650	-	-	176,650	9,700	-	186,350	7
9/1/2033	\$ 516,563	329,237	39,000	7.250%	138,040	177,040	-	-	177,040	9,520	-	186,560	765
9/1/2034	\$ 516,563	330,053	41,000	7.250%	135,213	176,213	-	-	176,213	9,325	-	185,538	972
9/1/2035	\$ 516,563	329,498	45,000	7.250%	132,240	177,240	-	-	177,240	9,120	-	186,360	704
9/1/2036	\$ 516,563	329,651	49,000	7.250%	128,978	177,978	-	-	177,978	8,895	-	186,873	39
9/1/2037	\$ 516,563	329,434	53,000	7.250%	125,425	178,425	-	-	178,425	8,650	-	187,075	53
9/1/2038	\$ 516,563	329,848	56,000	7.250%	121,583	177,583	-	-	177,583	8,385	-	185,968	747
9/1/2039	\$ 516,563	329,815	61,000	7.250%	117,523	178,523	-	-	178,523	8,105	-	186,628	120
9/1/2040	\$ 516,563	329,336	66,000	7.250%	113,100	179,100	-	-	179,100	7,800	-	186,900	327
9/1/2041	\$ 516,563	329,411	71,000	7.250%	108,315	179,315	-	-	179,315	7,470	-	186,785	366
9/1/2042	\$ 516,563	329,963	76,000	7.250%	103,168	179,168	-	-	179,168	7,115	-	186,283	317
9/1/2043	\$ 516,563	329,916	82,000	7.250%	97,658	179,658	-	-	179,658	6,735	-	186,393	254
9/1/2044	\$ 516,563	329,268	89,000	7.250%	91,713	180,713	-	-	180,713	6,325	-	187,038	257
9/1/2045	\$ 516,563	330,021	95,000	7.250%	85,260	180,260	-	-	180,260	5,880	-	186,140	401
9/1/2046	\$ 516,563	329,761	102,000	7.250%	78,373	180,373	-	-	180,373	5,405	-	185,778	764
9/1/2047	\$ 516,563	329,268	111,000	7.250%	70,978	181,978	-	-	181,978	4,895	-	186,873	422
9/1/2048	\$ 516,563	329,347	119,000	7.250%	62,930	183,930	-	-	183,930	4,340	-	186,270	531
9/1/2049	\$ 516,563	330,026	129,000	7.250%	54,303	183,303	-	-	183,303	3,745	-	187,048	168
9/1/2050	\$ 516,563	329,643	138,000	7.250%	44,950	182,950	-	-	182,950	3,100	-	186,050	486
9/1/2051	\$ 516,563	329,200	149,000	7.250%	34,945	183,945	-	-	183,945	2,410	-	186,355	564
9/1/2052	\$ 516,563	329,540	160,000	7.250%	24,143	184,143	-	-	184,143	1,665	-	185,808	555
9/1/2053	\$ 516,563	329,540	173,000	7.250%	12,543	185,543	-	-	185,543	865	-	186,408	615
9/1/2054	\$ 516,563	329,540	173,000	7.250%	12,543	185,543	-	-	185,543	865	-	186,408	615
	\$ 14,980,313	\$ 9,561,575	\$ 2,128,000		\$ 3,065,228	\$ 5,193,228	\$ -	\$ -	\$ 5,007,685	\$ 211,395	\$ -	\$ 5,404,623	\$ 14,115

Notes:

1. Preliminary and subject to change. Subject to approval by the issuer.
2. Based on buildout value and maximum equivalent tax rate at closing date.
3. Rates are for discussion and illustration purposes only and are preliminary and subject to change.
4. Assumes no capitalized interest on B Bonds.
5. Sized to 100% of maximum annual debt service.
6. Net of debt service reserve fund release at maturity.
7. Assumes 0.50% of outstanding bond par. Sized as a continuous fund for conservative modelling purposes.
8. Assumes B Bond shares collection costs with A Bond.
9. Excludes release of debt service reserve fund at maturity.
10. For modeling purposes only.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: June 2, 2025

Topic:

Workshop Discussion Only – Adopt On First And Final Reading, Ordinance No. 2025-XX, An Ordinance Authorizing The Issuance And Sale Of The City Of Tomball, Texas, Combination Tax And Revenue Certificates Of Obligation, Series 2025; Levying A Tax And Providing For The Security And Payment Thereof; And Enacting Other Provisions Relating Thereto.

Background:

In the Adopted Fiscal Year 2024-2025 Budget, the need for bond funding was identified for infrastructure improvements. These improvements include critical water and wastewater infrastructure projects. The bond issuance will provide \$30,000,000 in proceeds to use for project expenditures.

On April 21, 2025, City Council approved Resolution No. 2025-16 for the Notice of Intent to Issue Certificates of Obligation, Series 2025. Since then, staff has worked with the City’s financial advisor and bond counsel to complete the Preliminary Official Statement, rating agency call, and due diligence call. The pricing will be determined on June 16, 2025 and the delivery of funds will occur on July 8, 2025.

Origination: City Manager’s Office

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda: Jessica Rogers, Assistant City Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed:	<u>Jessica Rogers</u>	<u>5/27/2025</u>	Approved by:	_____
	Staff Member	Date		City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 2, 2025

Topic:

Workshop Discussion Only - Authorize the City Manager to execute the necessary documents for a grant application through the Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response (SAFER)

Background:

The Fire Department is seeking authorization to apply for a Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) to fund a total of six firefighter positions to be staffed at Firehouse 2 and Firehouse 5 (ESD 15). This grant application will have a graduated cost share match (Year 1 - 25%, Year 2 - 25%, Year 2 - 25%, Year 2 - 25%, Year 3 - 65%). The required match costs will be further shared with ESD 15, pending the ESD's approval. The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments to help them increase or maintain the number of trained, "front line" firefighters available in their communities.

The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710). By securing this grant, we aim to provide for four person staffing at the remaining two firehouses which are currently staffed with three personnel per day.

Fire apparatus should be staffed with four personnel to ensure the safety, efficiency, and effectiveness of emergency operations. National standards, such as those outlined by the National Fire Protection Association (NFPA 1710), recognize that four firefighters per apparatus are essential to safely perform critical tasks simultaneously upon arrival at a fire scene, including search and rescue, fire attack, ventilation, and securing a water supply. With only three firefighters, departments are often forced to delay key actions, increasing risk to both the public and responders. Adequate staffing not only improves emergency outcomes but also reduces physical strain and mental fatigue on firefighters, supporting long-term health and performance. This staffing will also allow for the state mandate, commonly referred to as the two-in/two-out rule.

Origination: Fire Department

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No:

If yes, specify Account Number: # 100-142&145-6001

If no, funds will be transferred from account: # To Account: #

Signed:	<u>Joe Sykora</u>	<u>05/27/2025</u>	Approved by:	<u>David Esquivel</u>	<u>05/29/25</u>
	Staff Member	Date		City Manager	Date

The Department of Homeland Security (DHS)

Notice of Funding Opportunity (NOFO)

Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603 and TTY 1 (844) 889-4357.

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1. Basic Information

A. Agency Name	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Resilience/Grant Programs Directorate (GPD)
B. NOFO Title	Staffing for Adequate Fire and Emergency Response (SAFER) Grant
C. Announcement Type	Initial
D. Funding Opportunity Number	DHS-24-GPD-083-00-99
E. Assistance Listing Number	97.083
F. Expected Total Funding	\$324,000,000
G. Anticipated Number of Awards	300 awards
H. Expected Award Range	N/A
I. Projected Application Start Date	05/23/2025 9:00 a.m. Eastern Time (ET)
J. Projected Application End Date	07/03/2025 5:00 p.m. ET
K. Anticipated Funding Selection Date	No later than 08/18/2025
L. Anticipated Award Date	Beginning on approximately Aug 18, 2025, and continuing thereafter until all FY 2024 SAFER Program grant awards are issued (but no later than September 30, 2025).
M. Projected Period of Performance Start Date	N/A ¹
N. Projected Period of Performance End Date	N/A

¹ FEMA funds SAFER Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

<p>O. Executive Summary</p>	<p>The Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately \$5.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), as well as recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at Assistance to Firefighters Grants Program FEMA.gov.</p>
<p>P. Agency Contact</p>	<p>a. <i>SAFER Program Office Contact</i></p> <p>The SAFER Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA Grants Outcomes (FEMA GO), answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The SAFER Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8:00 a.m. – 4:30 p.m. ET.</p> <p>Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are also provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2024. For more details, please visit the SAFER Program website.</p> <p>b. <i>FEMA Grants News</i></p> <p>This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News Team is reachable at fema-grants-news@fema.dhs.gov or (800) 368-6498, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.</p> <p>c. <i>Grant Programs Directorate (GPD) Award Administration Division</i></p>

	<p>GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov.</p> <p>d. FEMA Regional Offices Assistance to Firefighters Grants Regional Contacts also may provide fiscal support, including pre- and post-award administration and technical assistance. Assistance to Firefighters Grants Regional Office contacts are available at Assistance to Firefighters Grants Regional Contacts FEMA.gov.</p> <p>e. Civil Rights The FEMA Office of Civil Rights is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at FEMA-CivilRightsOffice@fema.dhs.gov.</p> <p>f. Environmental Planning and Historic Preservation The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and recipients and subrecipients. Send any inquiries regarding compliance for FEMA grant projects under this NOFO to FEMA-OEHP-NOFOQuestions@fema.dhs.gov.</p> <p>g. Payment and Reporting System Payments are requested through FEMA GO. The Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment is used for recipients. For any questions about the system, contact the Customer Service Center at (866) 927-5646 or ask-GMD@fema.dhs.gov.</p> <p>h. FEMA GO For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 a.m. – 6:00 p.m. ET.</p>
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2. Eligibility

A. Eligible Entities/Entity Types	<p>Only the following entities or entity types are eligible to apply.</p> <p>a. Applicants</p> <ul style="list-style-type: none"> • Fire departments; and • National, regional, state, local, tribal, and nonprofit interest organizations representing the interests of volunteer
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	<p>firefighters are eligible to receive a SAFER Program award under the R&R Activity.</p> <p>See Section A of Appendix B – Programmatic Information and Priorities for additional information on ineligible applications and organizations.</p> <p>b. Subapplicants Subapplicants and subawards are not allowed.</p>
B. Project Type Eligibility	<p>Applicants and recipients should actively coordinate and collaborate with their local and state authorities to help ensure and prioritize the commitment of future non-federal investments in order to sustain staffing capabilities once an award’s period of performance ends.</p> <p>a. Allowable Project Types</p> <p>1. Hiring Activity</p> <p>The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters). National, regional, state, local, Tribal Nation, and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity.</p> <p>2. R&R Activity</p> <p>The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Career fire departments are not eligible to apply for funding under the R&R Activity.</p> <p>Each activity has its own application and eligibility requirements, as further outlined in Appendix B – Programmatic Information and Priorities of this NOFO.</p> <p>b. Unallowable Project Types</p> <ul style="list-style-type: none"> • Under the R&R Activity, applications that request a Staffing Needs Assessment or Risk Assessment project are precluded from applying for additional R&R- related activities. • FEMA will not fund any projects, activities, or line items that are covered under a department's normal operating budget. Federal funding may not be used to supplant (i.e., replace) an existing activity or program.

	<ul style="list-style-type: none"> • Applicants may not use award funds for matching funds for any other federal grants or cooperative agreements, for lobbying, or for intervention in federal regulatory or adjudicatory proceedings. • Applicants may not use federal funds to sue the Federal Government or any other government entity.
C. Requirements for Personnel, Partners, and Other Parties	<p>An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a current employee, personnel, official, staff, or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.</p> <p>Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.</p> <p>Information on ineligible applications and organizations is in Appendix B of this NOFO.</p>
D. Maximum Number of Applications	The maximum number of applications that can be submitted is one application per activity.
E. Additional Restrictions	<p>a. <i>Period of Performance Restrictions</i></p> <p>1. Hiring Activity</p> <p>The period of performance for applications funded under the Hiring Activity will be 36 months.</p> <p>A default 180-day recruitment period begins when FEMA approves an application for an award under this activity.</p> <p>The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot start later than 180 days after the award date.</p> <p>If a recipient can hire all SAFER Program-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period if they wish to begin the period early.</p>

	<p>2. R&R Activity</p> <p>The period of performance for applications funded under the R&R Activity will be 12, 24, 36, or 48 months.</p> <p>A default 90-day recruitment period begins when FEMA approves the application for award. This period allows each recipient time to gather resources, initiate processes, and finalize contracts needed to implement SAFER Program activities before the start of the period of performance to maximize the funding’s availability. However, the recipient can only expend funds within the period of performance.</p> <p>The period of performance automatically starts after the 90-day recruitment period ends, regardless of whether the recipient has begun implementing its grant award. The period of performance cannot start later than 90 days after the award date.</p> <p>If a recipient can begin its recruitment or retention activities during the 90-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period if they wish to begin the period early.</p> <p>Extensions to the period of performance are allowed for R&R Activity grants only. For additional information on period of performance extensions, please refer to Section 10.A.</p> <p>b. National Incident Management System (NIMS) Implementation SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2024 SAFER Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant’s emergency service operations (e.g., a local government), prior to the end of the grant’s period of performance.</p>
<p>F. References for Eligibility Factors within the NOFO</p>	<p>Please see the following references provided below:</p> <ol style="list-style-type: none"> 1. Subsection 7.A. Threshold Criteria 2. Subsection 7.B. Application Criteria 3. Subsection 7.C. Financial Integrity Criteria 4. Subsection 7.D. Supplemental Financial Integrity Criteria and Review 5. Appendix B – Programmatic Information and Priorities

G. Cost Sharing Requirement	<p>For Hiring Activity grants, recipients are required to contribute non-federal funds as a cost share.</p> <p>For R&R Activity grants, there is no cost share requirement.</p>
H. Cost Share Description, Type and Restrictions	<p>For Hiring Activity grants, recipients are required to contribute 25 percent of the actual costs incurred in each of the first and second years of the grant; and 65 percent of the actual costs incurred in the third year of the grant.</p> <p>In the first and second years of the grant, the amount of federal funding may not exceed 75 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted; and in the third year of the grant the amount of federal funding may not exceed 35 percent of the usual annual cost of a first-year firefighter in that department.</p> <p>The “usual annual cost” includes a firefighter’s base salary (excluding non-FLSA overtime) and standard benefits package (including the average annual cost of health, dental, and vision insurance; FICA; life insurance; retirement and/or pension contributions; etc.) offered by the fire department to first-year firefighters.</p> <p>FEMA does not require recipients to demonstrate availability of cost share funds at the time of application. However, before FEMA issues an award it may contact potential awardees to determine whether the recipient possesses the necessary non-federal funding.</p> <p>For R&R Activity grants, there is no cost share requirement.</p>
I. Cost Sharing Calculation Example	<p>Assuming that the usual annual cost of a first-year firefighter in a department at the time of the grant application is \$120,000 per year and the department actually incurred \$100,000 per year in each year of the grant, the following cost share requirements and position cost limits would apply:</p> <ol style="list-style-type: none"> 1. Cost Share Requirement: The grant recipient is required to contribute \$25,000 in Year 1; \$25,000 in Year 2; and \$65,000 in Year 3. 2. Position Cost Limit: The amount of federal funding cannot exceed \$90,000 in Year 1; \$90,000 in Year 2; and \$42,000 in Year 3.
J. Required information for verifying Cost Share	a. Minimum Budget Requirement

	In accordance with 15 U.S.C. § 2229a(c)(2) , in order to be eligible for SAFER Program funding, applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80 percent of the applicant's average funding level in the three years prior to the application date.
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3. Program Description

A. Background, Program Purpose, and Program History

The Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately \$5.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), as well as recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](#).

The SAFER Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards;
- The extent of an applicant's need for a SAFER Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

B. Goals, Objectives, and Priorities

Goal: To enhance local fire departments' abilities to comply with staffing, response and operational standards established by the National Fire Protection Association (NFPA 1710 or NFPA 1720²).

² NFPA 1710 and 1720 are lapsing in 2026 and will be consolidated under the proposed NFPA 1750. FEMA is working with the NFPA Standards Council to evaluate deployment of fire suppression operations. No decisions have been made and FEMA will issue additional guidance when more information becomes available. While the goal of the grant is to increase compliance with NFPA 1710 or 1720, 24-hour staffing is not a requirement of the SAFER Program.

Objectives: The objectives of the SAFER Program are to are to provide funding to communities so they may:

- Increase the number of firefighters to meet industry minimum standards;
- Increase the number of trained personnel assembled at the incident scene;
- Attain 24-hour staffing to improve deployment capabilities; and
- Fulfill traditional missions of fire departments (respond to emergencies and provide adequate fire protection from fire and fire-related hazards).

Priorities: Information on program priorities and objectives for the FY 2024 SAFER Program can be found in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

C. Program Rationale

The SAFER Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the six DHS Missions noted in the [Department of Homeland Security's Strategic Plan](#), the SAFER Program supports Mission Five: Build a Resilient Nation and Respond to Incidents. By increasing the number of trained firefighters, the SAFER Program improves deployment capabilities to respond to emergencies and provide adequate protection from fire and fire-related hazards. The SAFER Program also aims to support objectives outlined under Mission Five in the Strategic Plan including:

- Objective 5.1: Coordinate Federal Response to Incidents
- Objective 5.2: Strengthen National Resilience
- Objective 5.4: Enhance Training and Readiness of First Responders

Through these objectives, FEMA creates a vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

D. Federal Assistance Type Grant

E. Performance Measures and Targets

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the SAFER Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of “majority career” SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with structural fire responses that complied with NFPA 1710 structural response standards;
- Percentage of “majority volunteer” SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with structural fire responses that complied with NFPA 1720 structural response standards; and
- Percentage of SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with NFPA 1710 or 1720 assembly and deployment standards.

The target for these measures is the number of firefighters hired and the structural fire responses that complied with NFPA 1710 structural response standards. The measure will be assessed by how the addition of new firefighters has resulted in a percentage increase in compliance with the relevant section of the NFPA standards.

F. Program-Specific Unallowable Costs

Construction costs are not allowable under the SAFER Program. Construction includes major alterations to a building that changes the profile or footprint of the structure.

Modifications to facilities described in Appendix B – Programmatic Information and Priorities are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of procurement or environmental protection and historic preservation purposes.

G. General Funding Requirements

Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period. [2 C.F.R. § 200.403\(h\)](#).

Recipients may not use federal funds or any cost share funds for the following activities:

1. Matching or cost sharing requirements for other federal grants and cooperative agreements (see [2 C.F.R. § 200.306](#)).
2. Lobbying or other prohibited activities under [18 U.S.C. § 1913](#) or [2 C.F.R. § 200.450](#).
3. Prosecuting claims against the federal government or any other government entity (see [2 C.F.R. § 200.435](#)).

H. Indirect Costs (Facilities and Administrative Costs)

Indirect costs are allowed for recipients and subrecipients.

Indirect costs (IDC) are costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to specific cost objectives without disproportionate effort. Indirect costs are allowable only under R&R Activity for this program as described in 2 C.F.R. Part 200, including [2 C.F.R. § 200.414](#). Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their

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IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement, but are required to develop an IDC rate proposal, must provide a copy of their proposal with their applications. Applicants without a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out via email to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must also reach out via email to FireGrants@fema.dhs.gov for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of [2 C.F.R. §§ 200.332](#) and [200.414](#) in approving the IDC rate for subawards.

I. Management and Administration (M&A) Costs

M&A costs are allowed under the R&R Activity only. M&A costs are not eligible under the Hiring Activity.

No more than 3% of the federal share of SAFER Program funds awarded may be expended by the recipient for M&A for purposes associated with the SAFER Program award. M&A activities are those directly related to the management and administration of the SAFER award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award or estimates, without supporting justification or adequate documentation will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.

M&A are not overhead costs but are necessary direct costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

J. Pre-Award Costs

The following pre-award costs are allowable:

1. Fees for grant writers.

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award.

See [Appendix C – Award Administration Information](#) for further information regarding grant writer fees and [Section 10.B. Other Information](#) for general procurement under grants requirements.

K. Beneficiary Eligibility

To be an eligible beneficiary, there are no program requirements. This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary.

L. Participant Eligibility

To be an eligible participant, there are no program requirements. This NOFO and any subsequent federal awards create no rights or causes of action for any participant.

M. Authorizing Authority

Section 34 of the *Federal Fire Prevention and Control Act of 1974*, [Pub. L. No. 93-498](#), as amended ([15 U.S.C. § 2229a](#)).

N. Appropriation Authority

Department of Homeland Security Appropriations Act, 2024, [Pub. L. No. 118-47](#), Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Financial Assistance (2024 DHS Appropriations Act).

O. Budget Period

There will be only a single budget period with the same start and end dates as the period of performance.

P. Prohibition on Covered Equipment or Services

Recipients, subrecipients, and their contractors or subcontractors must comply with the prohibitions set forth in Section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#), which restricts the purchase of covered telecommunications and surveillance equipment and services. Please see 2 C.F.R. §§ [200.216](#), [200.327](#), [200.471](#), and [Appendix II to 2 C.F.R. Part 200](#), and [FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#) for more information.

4. Application Contents and Format

A. Pre-Application, Letter of Intent, and Whitepapers

Pre-applications, letters of intent, and whitepapers are not required to be eligible to apply.

B. Application Content and Format

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>. Additional application and program guidance documents are available at the [SAFER Program website](#). Applicants will be prompted to submit the standard application information and any program-specific information required as described in Sections [4.C. Application Components](#) and [4.D. Program-Specific Required Documents and Information](#) of this NOFO. The Standard Forms (SF) may be accessed in the Forms tab at [Forms | Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the [Section 4.C. Application Components](#) of this NOFO.

C. Application Components

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at [Forms | Grants.gov](#).

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
- SF-424B, Standard Assurances (Non-Construction)
- SF-LLL, Disclosure of Lobbying Activities

D. Program-Specific Required Documents and Information

For program-specific updates and information, please see the [Appendix A – FY 2024 SAFER Program Updates](#), [Appendix B – Programmatic Information and Priorities](#), and [Appendix C – Award Administration Information](#).

E. Post-Application Requirements for Successful Applicants

Applicants likely to be funded may receive a request for additional information by email prior to award. Applicants must respond to the request to move forward with the grant review process.

5. Submission Requirements and Deadlines

A. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to [FEMA GO](#).

Steps Required to Apply for An Award Under This Program and Submit an Application:

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with [login.gov](#);
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the [FEMA GO Startup Guide](#);
- f. Submit the complete application in FEMA GO; and
- g. Always maintain an active SAM registration with current information when the applicant has an active federal award or an application under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Per [2 C.F.R. § 25.110](#), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible. Contact fema-grants-news@fema.dhs.gov and provide the details of the exigent circumstances.

How to Register to Apply:

General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Unique Entity Identifier (UEI) number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to [SAM.gov](#).

Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

Create a login.gov account:

Applicants must have a login.gov account to register with SAM or update their SAM registration. Applicants can create a login.gov account at: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only must create a login.gov account once. For existing SAM users, use the same email address for both login.gov and SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying through FEMA GO. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.³

For more detailed instructions for registering with SAM, refer to: [Register with SAM](#).

Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see [FEMA GO Startup Guide](#).

Note: FEMA GO will support only the most recent major release of the following browsers: Google Chrome; Mozilla Firefox; Apple Safari; and Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

Submitting the Final Application:

Applicants will be prompted to submit the standard application information and any program-specific information required. Standard Forms (SF) may be accessed at [Forms | Grants.gov](#). Applicants should review these forms before applying to ensure they are providing all required information.

After submitting the final application, FEMA GO will provide either an error message, or an email to the submitting AOR confirming the transmission was successfully received.

B. Application Deadline

07/03/2025 5:00 p.m. Eastern Time

C. Pre-Application Requirements Deadline

Not applicable.

D. Post-Application Requirements Deadline

Not applicable.

E. Effects of Missing the Deadline

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive via email the official date and time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

³ Per [2 C.F.R. § 25.200](#), , applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Applicants experiencing system-related issues have until 3:00 p.m. ET on the date applications are due to notify FEMA. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

6. Intergovernmental Review

A. Requirement Description and State Single Point of Contact

An intergovernmental review is not required.

7. Application Review Information

A. Threshold Criteria

FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate. Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, or inaccurate data that may mislead reviewers may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the SAFER program to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and SAFER Program grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

B. Application Criteria

Funding priorities and programmatic criteria for evaluating SAFER Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the SAFER Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs

- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they align with the program priorities for the activity. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

The Narrative Statements of the application must provide specific details about the activity for which applicants seek funding, including budget details. The weighted evaluation criteria used by the peer reviewers in the determination of the grant award, as described below, make up the elements of the narrative statement score.

C. Financial Integrity Criteria

Before making an award, FEMA is required to review OMB-designated databases for applicants' eligibility and financial integrity information. This is required by [the *Payment Integrity Information Act of 2019* \(Pub. L. No. 116-117, § 2 \(2020\)\)](#), [41 U.S.C. § 2313](#), and [the "Do Not Pay Initiative" \(31 U.S.C. 3354\)](#). For more details, please see [2 C.F.R. § 200.206](#).

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

D. Supplemental Financial Integrity Criteria and Review

Before making an award expected to exceed the simplified acquisition threshold (currently a total federal share of \$250,000) over the period of performance:

1. FEMA is required by [41 U.S.C. § 2313](#) to review or consider certain information found in SAM.gov. For details, please see [2 C.F.R. § 200.206\(a\)\(2\)](#).
2. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.

3. Before making decisions in the risk review required by [2 C.F.R. § 200.206](#), FEMA will consider any comments by the applicant.

E. Reviewers and Reviewer Selection

A panel of peer reviewers is comprised of fire service representatives recommended by the Criteria Development Panel. Peer reviewers are subject matter experts recommended by the nine major fire service organizations. In their role as Special Government Employees, peer reviewers must certify and observe Federal Conflict of Interests rules.

F. Merit Review Process

SAFER Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO.

Applications with the highest pre-score rankings per activity are then scored competitively by no less than three members of a Peer Review Panel.

Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

1. Pre-Scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in [Appendix B – Programmatic Information and Priorities](#) and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. “Request Details” and “Budget” information should comply with program guidance and statutory funding limitations. The pre-score is 50% of the total application score under the Hiring Activity, and 30% of the total application score under the R&R Activity.

2. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each application based on the narrative statement on the requested activity. The evaluation elements listed in the “Narrative Evaluation Criteria” below will be used to calculate the narrative’s score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and shortcomings of the application with their peers, and document the findings. A consensus is not required. The panel score is 50% of the total application score under the Hiring Activity, and 70% of the total application score under the R&R Activity.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

a. Hiring Activity

The panel score is 50% of the total application score.

1. Project Description (30%):

- Why does the department need the positions requested in this application?
- How will the positions requested in this application be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime)?
- What unique and specific services will the requested positions provide to the fire department and community?
- How will funds awarded through this grant enhance the department's ability to protect critical infrastructure within the primary response area?

2. Impact on Daily Operations (30%):

- How are the community and the current firefighters employed by the department at risk without the positions requested in this application?
- How will that risk be unequivocally reduced if awarded?

3. Financial Need (30%):

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs).
- Discuss how the critical functions of the department are uniquely affected without this funding.

4. Cost Benefit (10%):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and efficiencies) the department and community will realize if awarded the positions requested in this application.

b. R&R Activity (Fire Departments)

The panel score is 70% of the total application score.

1. Project Description (30%):

- Describe the unique problems and issues the department is experiencing in recruiting new volunteer firefighters.

- Describe the problems and issues the department is experiencing in retaining current members.
- Describe the precise implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be uniquely evaluated for its impact on identified recruitment and retention problems and issues. Describe how the overall effectiveness of the grant will be measured.
- Describe the unique and specific services the new volunteer firefighters, retention of current volunteer firefighters, or both, will provide for the fire department(s) and community.
- If the grant request will have a regional impact, discuss how the regional partners will benefit and which activities they will benefit from.
- If the grant request includes executive or management positions, define the purpose of all requested positions and personnel expenditures.

2. Impact on Daily Operations (30%):

- Describe with particularity and discreteness how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
- Describe how that risk will be unequivocally reduced if awarded funding.
- Explain the definitive impact the recruitment of new volunteer firefighters, the retention of current volunteer firefighters, or both, will have on the department's NFPA compliance.

3. Financial Need (30%):

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and its inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the department are uniquely affected without this funding.

4. Cost Benefit (10%):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and efficiencies) the department and community will realize if awarded the items or activities requested in this application.

c. *R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations)*

The panel score is 70% of the total application score.

1. Project Description (30%):

- Describe the problems and issues the fire departments that the organization will be reaching with this grant are experiencing in recruiting new volunteer firefighters.
- Describe the problems and issues the same departments are experiencing in retaining current members.
- Describe the organization's implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be evaluated for its impact on the identified recruitment and retention problems and issues of the fire departments participating in this grant. Describe how the overall effectiveness of the grant will be measured.
- Describe the specific services the new volunteer firefighters, retention of current volunteer firefighters, or both, will provide for the fire departments participating in this application and their respective communities.
- Describe the organization's procurement practices and the timelines outlining the chronological steps to complete the activities requested.

2. Impact on Daily Operations (30%):

- Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
- Explain how that risk will be reduced if awarded funding.
- Describe the impact that the recruitment of new volunteer firefighters, the retention of current volunteer firefighters, or both, will have on the NFPA compliance of the fire departments participating in this application.

3. Financial Need (30%):

- Provide an income versus expenses breakdown of the organization's current annual budget.
- Describe the organization's particular budget shortfalls and the inability to address the financial needs without federal assistance.
- Describe the other actions the organization has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the organization are affected without this funding.

4. Cost Benefit (10%):

- Describe the specific benefits (e.g., quantifying the anticipated savings and efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

The Narrative Statement blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters, or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statement is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

G. Final Selection

a. *Technical Evaluation Process (TEP)*

The highest-ranking applications from both activities will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

During the TEP information in [Appendix B - Programmatic Information and Priorities](#) is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding or disqualification based on findings made during this assessment.

8. Award Notices

A. Notice of Award

The Authorized Organization Representative should carefully read the federal award package before accepting the federal award. The federal award package includes instructions on administering the federal award as well as terms and conditions for the award.

By applying, applicants agree to comply with the prerequisites stated in this NOFO and the material terms and conditions of the federal award, should they receive an award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An award package notification email is sent via the grant application system to the submitting AOR.

Recipients must accept their awards no later than 30 days from the award date. Recipients shall notify FEMA of their intent to accept the award and proceed with work via the FEMA GO system.

Funds will remain on hold until the recipient accepts the award via FEMA GO and all other conditions of the award have been satisfied, or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

During the review process for a SAFER Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the approved scope of work section.

B. Pass-Through Requirements

Standard pass-through requirements in 2 C.F.R. Part 200 apply.

C. Note Regarding Pre-Award Costs

Even if pre-award costs are allowed, beginning performance is at the applicant or sub-applicant's own risk.

D. Obligation of Funds

Grant funds are obligated upon the offer of grant award in the FEMA GO system. Recipients must accept their awards no later than 30 days from the award date. Acceptance of the award is confirmation of the obligation. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

E. Notification to Unsuccessful Applicants

FEMA GO will provide all applicants who do not receive a FY 2024 SAFER Program award with a turndown notification after September 30, 2025.

9. Post-Award Requirements and Administration

A. Administrative and National Policy Requirements

In addition to the requirements of this section, FEMA may place specific terms and conditions on an individual award in accordance with 2 C.F.R. Part 200.

B. DHS Standard Terms and Conditions

A recipient of a federal award under this funding opportunity is required to comply with DHS Standard Terms and Conditions in effect at the time the award is issued. The DHS Standard Terms and Conditions are available [online](#). For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package. NOTE: Although not a requirement in

the DHS Standard Terms and Conditions, as a best practice entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems.

a. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustaining and delivering of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. They can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

C. Financial Reporting Requirements

1. Recipients must report obligations and expenditures through a federal financial report. The Federal Financial Report (FFR) form, also known as Standard Form 425 (SF-425), is available online at: [SF-425 OMB #4040-0014](#).
2. Recipients must submit the FFR semi-annually throughout the period of performance (POP) as detailed below:
 - No later than July 30 (for the period Jan. 1 – June 30)
 - No later than January 30 (for the period July 1 – Dec. 31)
3. The final FFR is due within 120 calendar days after the end of the POP.
4. FEMA may withhold future federal awards and cash payments if the recipient does not submit timely financial reports, or the financial reports submitted demonstrate lack of progress or provide insufficient detail.

D. Programmatic Performance Reporting Requirements

1. A Performance Report must be submitted semi-annually throughout the POP.
2. A Performance Report must include:
 - A brief narrative of overall project(s) status;
 - A summary of project expenditures; and
 - A description of any potential issues that may affect project completion.
3. The Progress Report must be submitted through FEMA GO.
4. Performance Report Due Dates
 - No later than July 30 (for the period Jan. 1 – June 30)
 - No later than January 30 (for the period July 1 – Dec. 31)

E. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, or after an amendment has been issued to close out a federal award, recipients must submit the following:

1. The final request for payment, if applicable.
2. The final FFR.

3. The final progress report detailing all accomplishments. The recipient must include with the final progress report an inventory of all construction projects.
4. A qualitative narrative summary of the impact of those accomplishments throughout the period of performance.
5. Other documents required by this NOFO, terms and conditions of the federal award, or other DHS Component guidance.

After FEMA approves these reports, it will issue a closeout notice. The notice will indicate the period of performance as closed, list any remaining funds to be de-obligated, and address the record maintenance requirement. Unless a longer period applies, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in [2 C.F.R. § 200.334](#), this maintenance requirement is three years from the date of the final FFR.

Also, pass-through entities are responsible for closing out those subawards as described in [2 C.F.R. § 200.344](#); subrecipients are still required to submit closeout materials within 90 calendar days of the subaward period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of their prime award. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per [2 C.F.R. § 200.344\(e\)](#).

Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally execute closeout of an award. FEMA will use available award information in lieu of final recipient reports, per [2 C.F.R. § 200.344\(h\)-\(i\)](#). It is an activity of last resort, and if FEMA administratively closes an award, this may negatively impact a recipient's ability to obtain future funding.

F. Disclosing Information per 2 C.F.R. § 180.335

Before entering into a federal award, the applicant must notify FEMA if it knows that the applicant or any of the principals (as defined at [2 C.F.R. § 180.995](#)) for the federal award:

1. Are presently excluded or disqualified;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses listed in § 180.800(a); or
4. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

This requirement is fully described in [2 C.F.R. § 180.335](#).

Additionally, [2 C.F.R. § 180.350](#) requires recipients to provide immediate notice to FEMA at any time after entering a federal award if:

1. The recipient learns that either it failed to earlier disclose information as required by 2 C.F.R. § 180.335;
2. Due to changed circumstances, the applicant or any of the principals for the federal award now meet the criteria at 2 C.F.R. § 180.335 listed above.

G. Reporting of Matters Related to Recipient Integrity and Performance

[Appendix XII to 2 C.F.R. Part 200](#) states the terms and conditions for recipient integrity and performance matters used for this funding opportunity.

If the total value of all active federal grants, cooperative agreements, and procurement contracts for a recipient exceeds \$10,000,000 at any time during the period of performance:

1. The recipient must maintain the currency of information reported in SAM.gov about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII;
2. The required reporting frequency is described in paragraph 4 of Appendix XII.

H. Single Audit Report

A recipient expending \$1,000,000 or more in federal awards (as defined by [2 C.F.R. § 200.1](#)) during its fiscal year must undergo an audit. This may be either a single audit complying with [2 C.F.R. § 200.514](#) or a program-specific audit complying with [2 C.F.R. §§ 200.501](#) and [200.507](#). Audits must follow [2 C.F.R. Part 200, Subpart F](#), 2 C.F.R. § 200.501, and the U.S. Government Accountability Office (GAO) [Generally Accepted Government Auditing Standards](#).

I. Monitoring and Oversight

Per [2 C.F.R. § 200.337](#), DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the federal award in general.

Pursuant to this right and per [2 C.F.R. § 200.329](#), DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either a desk-based review, an onsite monitoring visit, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses

on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

J. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes. [OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the *Foundations for Evidence-Based Policymaking Act of 2018*, [Pub. L. No. 115-435](#) (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with [2 C.F.R. § 200.413](#). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

K. Additional Performance Reporting Requirements Not Applicable.

10. Other Information

A. Period of Performance Extension

Extensions to the period of performance are allowed for R&R Activity grants only.

Recipients should consult with their FEMA point of contact for requirements related to a performance period extension.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors that prevent completion of the project, including delivery of equipment or services, within the existing period of performance;
2. The project must undergo a complex environmental review that cannot be completed within the existing period of performance;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the period of performance to allow sufficient processing time. Extensions are typically granted for no more than a six-month period.

All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. The reason for delay – including details of the legal, policy, or operational challenges that prevent final outlay of awarded funds by the deadline;
3. Status of the activity or activities;
4. Approved period of performance termination date and requested extension;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal, if applicable;
7. A budget outlining how remaining federal and non-federal funds will be expended;
8. A plan for completion, including milestones and timeframes for achieving each milestone and the individual responsible for completing the plan;
9. Certification that the activity or activities will be completed within the extended period of performance without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

B. Other Information

a. *Environmental Planning and Historic Preservation (EHP) Compliance*

FEMA is required to consider effects of its actions on the environment and historic properties to ensure that activities, grants, and programs funded by FEMA, comply with federal EHP laws, Executive Orders, regulations, and policies.

Recipients and subrecipients proposing projects with the potential to impact the environment or cultural resources, such as the modification or renovation of existing buildings, structures, and facilities, new construction, or replacement of buildings, structures, and facilities, must participate in the FEMA EHP review process. This includes conducting early engagement to help identify EHP resources, such as threatened or endangered species, or historic properties; submitting a detailed project description with supporting documentation to determine whether the proposed project has the potential to impact EHP resources; and, identifying mitigation measures or alternative courses of action that may lessen impacts to those resources.

FEMA is sometimes required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures or alternative courses of action to lessen impacts to EHP resources and bring the project into EHP compliance.

EHP guidance is found at [Environmental Planning and Historic Preservation](#). The site contains links to documents identifying agency EHP responsibilities and program requirements, such as implementation of the *National Environmental Policy Act* and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the [EHP Directive & Instruction](#).

All FEMA actions, including grants, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state, or local floodplain management standards or building code ([44 C.F.R. § 9.11\(d\)\(6\)](#)). For actions located within or that may affect a floodplain or wetland, the following alternatives must be considered: a) no action; b) alternative locations; and c) alternative actions, including alternative actions that use natural features or nature-based solutions. Where possible, natural features and nature-based solutions shall be used. If not practicable as an alternative on their own, natural features and nature-based solutions may be incorporated into actions as minimization measures.

The GPD EHP screening form is located at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf. SAFER Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP review, per the GPD Programmatic Environmental Assessment, such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment will require an EHP review as well. Such activities include, but are not limited to:

- Building renovations such as removal of a wall or installation of electrical or waterlines;
- Training/exercises in natural settings such as rope or swift water;
- Installing LED signs; and
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building that does not require a storage area to be constructed; and
- Purchase of Personal Protective Equipment (PPE).

b. Procurement Integrity

When purchasing under a FEMA award, recipients and subrecipients must comply with the federal procurement standards in [2 C.F.R. §§ 200.317 – 200.327](#). To assist with determining whether an action is a procurement or instead a subaward, please consult [2 C.F.R. § 200.331](#).

For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT). These resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

Under [2 C.F.R. § 200.317](#), when procuring property and services under a federal award, states (including territories) and Indian tribes, must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states and Indian tribes must now follow [2 C.F.R. § 200.321](#) regarding socioeconomic steps, [200.322](#) regarding domestic preferences for Procurements and [2 C.F.R. § 200.327](#) regarding required contract provisions. States, but not Indian tribes, must also follow [200.323](#) regarding procurement of recovered materials.

Local government and nonprofit recipients or subrecipients must have and use their own documented procurement procedures that reflect applicable state, local, Tribal Nation, and territorial (SLTT) laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200.

1. Important Changes to Procurement Standards in 2 C.F.R. Part 200

On April 22, 2024, OMB updated various parts of Title 2 of the Code of Federal Regulations, among them the procurement standards. These revisions apply to all FEMA awards with a federal award date or disaster declaration date on or after October 1, 2024, unless specified otherwise. The changes include updates to the federal procurement standards, which govern how FEMA award recipients and subrecipients must purchase under a FEMA award.

More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet](#).

2. Competition and Conflicts of Interest

[2 C.F.R. § 200.319\(b\)](#), applicable to local government and nonprofit recipients or subrecipients, requires that contractors that develop or draft specifications, requirements statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a recipient or subrecipient develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the recipient or subrecipient.

Under this prohibition, unless the recipient or subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with [2 C.F.R. §§ 200.317 – 200.327](#), federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post- award costs, such as grant management fees.

In addition to organizational conflicts of interest, situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Under [2 C.F.R. § 200.318\(c\)\(1\)](#), local government and nonprofit recipients or subrecipients are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the recipient or subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The recipient’s or subrecipient’s standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

Under [2 C.F.R. 200.318\(c\)\(2\)](#), if the local government and nonprofit recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a SLTT government, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The recipient or subrecipient must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

3. Supply Schedules and Purchasing Programs

Generally, a recipient or subrecipient may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

Information about GSA programs for states, Indian tribes, and local governments, and their instrumentalities, can be found at [Help for state, local, and tribal governments to make MAS buys | GSA](#) and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Preparedness Officer or Fire Program Specialist.

4. Procurement Documentation

Per [2 C.F.R. § 200.318\(i\)](#), local government and nonprofit recipients or subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and Indian tribes are reminded that in order for any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

c. Financial Assistance Programs for Infrastructure

1. Build America, Buy America Act

Recipients and subrecipients must comply with FEMA's implementation requirements of the *Build America, Buy America Act (BABAA)*, which was enacted as part of the [Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 \(2021\)](#); and [Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers](#). See also [2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects](#).

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to implement FEMA's Build America, Buy America requirements, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

2. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest, or
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

The process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

3. Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

d. Mandatory Disclosures

The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. ([2 C.F.R. § 200.113](#))

e. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at [2 C.F.R. §§ 200.344-200.345](#) even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Either party will provide written notice of intent to terminate to the other party no less than 30 days prior to the effective date of the termination.

1. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. Any action to terminate based on noncompliance will follow the requirements of [2 C.F.R. §§ 200.341-200.342](#).

2. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

3. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of [2 C.F.R. §§ 200.341-200.342](#) in deciding to fully terminate the award.

4. Change in Program Goals or Agency Priorities

Pursuant to the terms and conditions of the award and to the extent authorized by law, FEMA may terminate the award if it no longer effectuates the program goals or agency priorities.

f. Disability Integration

Pursuant to Section 504 of the [Rehabilitation Act of 1973](#), recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

g. Record Retention

1. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. See [2 C.F.R. § 200.334](#). Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases.

2. Types of Records to Retain

FEMA requires that recipients and subrecipients maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals

- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

h. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per [2 C.F.R. §§ 200.208](#) and [200.339](#). FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. [§ 200.339](#), or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.

If the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under [2 C.F.R. § 200.339](#).

i. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award.

j. Hazard-Resistant Building Codes

Hazard-resistant building codes are a foundational element of a more resilient nation, safeguarding communities, and lives against natural disasters, with an estimated \$11:1 return on investment. The adoption, enforcement and application of modern building codes mitigates community vulnerabilities, reduces disaster recovery costs, and strengthens nationwide capability. FEMA is working to promote and support building codes in all areas of its work. In the interest of building a stronger, more resilient nation, FEMA encourages all grant recipients and subrecipients to meet current published editions of relevant consensus-based building codes, specifications, and standards, and to exceed them where feasible.

11. Appendix A – FY 2024 SAFER Program Updates

Appendix A contains a brief list of changes between FY 2023 and FY 2024 to the SAFER Program. The FY 2024 SAFER Program NOFO contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Eligibility – Allowable Project Types
 - The Hiring Activity offers grants to support applications to hire new, additional

firefighters

- Under Eligibility – Unallowable Project Types
 - FEMA will not fund any projects, activities, or line items that are covered under a department's normal operating budget
- Under Eligibility – Cost Sharing Requirement
 - Hiring Activity grant recipients are required to contribute non-federal funds as a cost share
- Under Eligibility – Cost Share Description, Type and Restrictions
 - In the first and second years of the grant, the amount of federal funding may not exceed 75 percent of the usual annual cost of a first-year firefighter and in the third year of the grant, the amount of federal funding may not exceed 35 percent of the usual annual cost of a first-year firefighter
- Under Eligibility – Required information for verifying Cost Share
 - Applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80 percent of the applicant's average funding level in the three years prior to the application date
- Under Register in FEMA GO:
 - FEMA GO will no longer support Internet Explorer.
- Under Additional Information
 - Inclusion of Hazard-Resistant Building Codes.
- Under R&R Activity – Eligible Costs
 - New Member Costs – eligible physical exam costs for new members include: initial medical exams; annual physicals; job-related immunizations; behavioral health; and Cancer Screening Programs to meet NFPA 1582.
 - Wellness and Fitness for Existing Members – eligible subcategories of physical exams for existing members
 - Employee Assistance Program (EAP) to provide behavioral health training for coping with fire service duties.
- Under Other Information
 - Extensions to the period of performance are allowed for R&R Activity grants only
-

12. Appendix B – Programmatic Information and Priorities

Appendix B contains details on SAFER Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

A. Ineligible Applications and Organizations

Volunteer and combination fire departments may apply for funding under both the Hiring Activity and the R&R Activity; however, departments must complete separate applications for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2024 SAFER Program eligibility:

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- Fire departments; and
- National, state, local, federally recognized Tribal Nation, and nonprofit interest organizations.

However, if two or more organizations share facilities and each applies for the same activity (e.g., Hiring of Firefighters), FEMA reserves the right to review and compare all those program area applications to determine eligibility and review for potential overlap to avoid duplication of benefits.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any application submitted under this program.

Examples of ineligible applications and organizations include:

- For-profit organizations, federal agencies, and individuals;
- Fire departments that are a Federal Government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land;
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ;
 - However, if a fire department is the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department if the application clearly states that the fire department is considered part of the same legal entity.
- State or local agencies, or subsets of any governmental entities, or any authorities that do not meet the requirements as defined by 15 U.S.C. § 2229a(a)(1)(A) and (a)(2);
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams; and,
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities.
- Eligible applicants may submit only one application for each eligible activity (Hiring Activity and R&R Activity); all submissions of duplicate applications may be disqualified.
- If an applicant submits two or more applications for the same activity, both applications may be disqualified.
 - This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same costs if the application clearly states which costs (including quantities) are for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

B. Supporting Definitions for this NOFO

Attrition is a gradual reduction in work force without laying off personnel, e.g., when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710 – 2020 edition and NFPA 1720 – 2020).

Benefits, as defined in 2 C.F.R. § 200.431, means the regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. Benefits may include employer contributions or expenses for social security, employee insurance, workmen’s compensation, and pension plan costs, and the like, whether treated as indirect costs or as direct costs, and are also eligible and shall be distributed to awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable.

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Emergency Medical Services Organization is a public or private organization that provides direct emergency medical services, including medical transport.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or Tribal Nation authority (city, county, parish, fire district, township, town, village, or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Firefighter is an individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district, or state, engaged in the prevention, control, and extinguishing of fires; and responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

Initial Full Alarm Assignment is the personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career departments are considered majority career if more than 50% of the active firefighting membership is salaried staff.

Majority Volunteer departments are considered majority volunteer if more than 50% of the active firefighting membership is NOT compensated for service other than a nominal stipend and insurance.

Mutual Aid is a written intergovernmental agreement between agencies or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

National, State, Local, or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters are organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, or federal level. Such organizations include, but are not limited to, state or local firefighter or fire chiefs' associations, and volunteer firefighter relief organizations and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

New Recruit is a volunteer that joins the department with the intent to serve as a firefighter, after the recipient is notified of the grant award (the date of the award notification email in the FEMA GO mail center).

Nominal Stipend is a stipend that does not exceed 20% of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20% threshold may be determined in one of two ways. Departments that maintain paid full-time firefighters on their payrolls may compare the stipend to the salary they pay a full-time firefighter who performs similar services to determine whether the stipend is more or less than 20% of that salary.

Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full-time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the U.S. Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of-pocket expenses they incur.

If a stipend paid exceeds 20% of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the *Fair Labor Standards Act (FLSA)* minimum wage and overtime provisions.

Operational Budget is the funding supporting fire-related programs or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position is a position with a primary assignment (more than 50% of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call is defined as firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is composed of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department whose membership is composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter is a firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-Time Equivalent position that must be accounted for in the staffing information provided in the application.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Salary is a fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically, the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. The salary structure should be documented in writing by the employer. Note: Only costs for overtime that an employer routinely pays as a part of a firefighter's regularly scheduled and contracted shift hours to comply with FLSA are eligible salary costs under the Hiring Activity.

State is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment is the minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Supplanting is to replace or take place of funds that would otherwise be available from state or local sources, or the Bureau of Indian Affairs.

Tuition Assistance is only eligible for reimbursement of undergraduate and graduate studies, vocational/technical training, certification, and job training programs for the member of the department and not a spouse nor a dependent.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

C. Application Tips

The following information may be useful when preparing a competitive application:

- NFPA – “FREE ACCESS”: as part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit <http://www.nfpa.org/freeaccess>.
- For the most competitive applications, select those local need(s) that most closely align with one or more SAFER Program funding priorities.
- Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R Activity; the R&R application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying.
- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served and must provide detailed information regarding the items or activities for which they are seeking funding.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities funded. The grant recipient is under no obligation to start, modify, or complete any activities requested, but not funded by this award. Please review the Award Package.

D. Funding Limitation

Specific funding parameters are either required by law or are the outcome of recommendations from the CDP. Each requirement is identified below, followed by the source of the requirement noted in parentheses:

- A total of 10% of the funding appropriated for FY 2024 SAFER Program awards is set aside for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(2)).
 - No more than 33% of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP).
- A total of 10% of funding appropriated for FY 2024 SAFER Program awards is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters (15 U.S.C. § 2229a(a)(1)(H)).
 - A majority volunteer fire department is one that more than half its personnel do not receive financial compensation for their services, other than life, health, and worker’s compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. Although applications are normally awarded based on total score (high to low), to meet this 10% statutory set aside, the SAFER Program Office may be required to fund an application that meets the criteria for the set aside instead of a higher-scoring application that does not meet the set aside criteria (15 U.S.C. § 2229a(a)(1)(H)).
 - If FEMA awards less than 10% of the funds available for the hiring of firefighters to volunteer and majority volunteer fire departments, it must transfer the remaining

funds to provide grants for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(1)(H)).

E. Funding Priorities

a. *Meeting the National Standards*

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

FEMA will ask applicants general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime).

FEMA will also ask applicants to indicate what their ability will be to meet that same standard if awarded grant funds. Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher pre-scores than applications resulting in smaller percentage increases in compliance.

Note: SAFER Program grants focus only on the Deployment, or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability, Section 5.2.3.1 – Engine Companies, 3.3.53 Rapid Intervention Crew). This standard applies primarily to career fire departments and combination departments if the combination department chooses it.
- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment, Section 4.6 Initial Firefighting Operations). This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

F. Hiring Activity Overview

Grants awarded under the Hiring Activity enable volunteer, combination, and career fire departments to improve or restore staffing levels to attain a more effective level of response and a safer incident scene. FEMA awards Hiring Activity grants directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters by providing financial assistance to hire new, additional firefighters (**New Hire**).

All the following are considerations in pre-scoring and peer review determinations: High (H), Medium (M), Low (L)

a. Compliance with NFPA Standards

The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standards discussed in [Appendix B Section E. Funding Priorities](#) of this NOFO.

Current (Pre-Award) 1710/1720 Compliance Priorities	
H Never or 0%	M Half of the time or 40-59%
H Rarely or 1-19%	L Very often or 60-79%
M Sometimes or 20-39%	L Most of the time or 80-100%

New (Post-Award) 1710/1720 Compliance Priorities	
H Always or 91-100%	M Half of the time or 40-59%
H Most of the time or 80-90%	L Sometimes or 20-39%
M Very often or 60-79%	L Rarely or 0-19%

b. Call Volume and Population Served

Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments that protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

c. Firefighter Health Measures

The health and well-being of firefighters is of paramount importance. Therefore, applicants who indicate newly hired firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify that these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1580 Chapter 13, Occupational Medical: Evaluations (NFPA 1582).

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

d. Training Requirements

Applicants will receive higher pre-scores if the personnel funded under the grant will meet the minimum EMS training and certification requirements prescribed by the AHJ.

G. R&R Activity – Fire Departments Overview

Grants awarded under this R&R Activity are to fire departments to assist with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient's response area.

All the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: **High (H)**, **Medium (M)**, **Low (L)**

a. Compliance with NFPA Standards

The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standard 1710 or 1720 as discussed in [Appendix B – Programmatic Information and Priorities, Funding Priorities](#) of this NOFO.

b. Volunteer Membership

Departments or organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteer Firefighters	
H 91-100%	M 41-50%
H 81-91%	M 31-40%
H 71-80%	L 21-30%
H 61-70%	L 11-20%
M 51-60%	L 1-10%

c. Call Volume

Department call volume is a factor in the initial evaluation. Departments responding to a higher number of incidents receive higher consideration.

d. Firefighter Health Measures

Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations, and who indicate they will provide annual medical exams receive higher consideration. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1580, Chapter 13, Occupational Medical: Evaluations (NFPA 1582). Applicants who provide worker's compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

e. Firefighter Training and Certification Requirements

Firefighter	
H Both Firefighter (FF) II/Emergency Medical Technician (EMT)	M FF I
H FF II	L First Responder
M Both FF I/EMT	

f. R&R Coordinator/Program Manager/Grant Administrator

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, or are not requesting, a coordinator, program manager, or grant administrator

g. Regional Requests

Applications that will have a direct regional or local benefit beyond the immediate boundaries of the applicant's first-due area will receive higher consideration.

A regional request is an opportunity for an eligible R&R Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant-awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any SAFER Program Activity. However, it cannot be for the same item.

In completing the application, the host applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will

benefit from the R&R Activity may also apply for funding under the SAFER Program if the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

To apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

All participants of a regional application must be compliant with SAFER Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the SAFER Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the SAFER Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU), or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible SAFER Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application.**

H. R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Nation Volunteer Firefighter Interest Organizations (Interest Organizations) Overview

Grants awarded under this R&R Activity are to applicants who identify as an Interest Organization. These grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the application, the applicant must include data that approximates the characteristics of the entire region and all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30% of the total application score.

All the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: **High (H)**, **Medium (M)**, **Low (L)**

a. Compliance with NFPA Standards

The highest priority is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 as discussed in [Appendix B – Programmatic Information and Priorities, Funding Priorities](#) of this NOFO. Interest Organizations that currently have the lowest recruitment and retention rates among the entire region and all fire departments benefitting from the grant funds receive higher consideration for funding.

b. R&R Coordinator/Program Manager/Grant Administrator

R&R Coordinator	
H Applicants who currently have a coordinator, program manager, or grant administrator in place	
M Applicants who request grant funding for a coordinator, program manager, or grant administrator's position	
L Applicants who do not have, nor are not requesting, a coordinator, program manager, or grant administrator	

c. Needs Assessment

Needs Assessment	
H Applicants with projects based on a needs assessment	L Applicants with projects that are not based on a needs assessment

d. Fire Service Partnerships

Fire Service Partnerships	
H Applicants who have, or will establish, fire service partnerships as part of this project	L Applicants who will not have, nor establish, fire service partnerships as part of this project

I. Eligible and Ineligible Costs and Requirements

Regardless of the eligibility of any costs requested or the results of the review of the application conducted in accordance with [Section 7 Application Review Information](#) of this NOFO, FEMA reserves the right to approve the activities requested in an application in whole or in part.

Hiring Activity – Eligible Costs and Requirements
Eligible Costs: <ul style="list-style-type: none"> Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, contractually obligated, and reimbursed via payroll. Refer also to the definitions in Appendix B – Programmatic Information and Priorities, Supporting Definitions for this NOFO or this NOFO.

Hiring Activity – Eligible Costs and Requirements

- Compensation for a firefighter's normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours, to comply with FLSA, are eligible. For more information on FLSA, please visit the [U.S. Department of Labor](https://www.dol.gov).
- Salaries and benefits of firefighters hired with SAFER Program funding while they are engaged in initial recruit training are eligible.

Eligibility Requirements:

- Only firefighters hired (**New Hire category**) after the SAFER Program grant offer of award are eligible for grant funding.
- Only full-time positions are eligible for funding. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year.
- SAFER Program grant funds will only pay for operational positions, whose primary assignment (more than half the time) is on a fire suppression vehicle, regardless of collateral duties.
- Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment.
- Funds received under the SAFER Program must not be used to replace funds that would be available from state or local sources, or from the Bureau of Indian Affairs, but shall be used to increase the amount of funding that would, in the absence of Federal funds received, be made available from state or local sources, or funds supplied by the Bureau of Indian Affairs.

Hiring Activity - Ineligible Costs

- The salaries and benefits of full-time firefighters who are employees at the time of grant award are ineligible to be funded under this grant.
- Job-sharing positions (e.g., utilizing more than one person to fill a full-time SAFER Program-funded position) are ineligible.
- The SAFER Program may not be used to fund promotions (e.g., to pay a current member a higher salary by placing him/her in a new SAFER Program-funded position).
- Pre-application costs, such as grant writer fees, administrative costs (e.g., physicals/medical exams, background checks, etc.), and indirect costs associated with hiring firefighters are ineligible.
- Costs to train and equip firefighters (e.g., PPE/Turnout Gear) are ineligible (this does not include the salaries and benefits of firefighters hired under the SAFER Program while they are engaged in training).
- Costs for additional benefits such as uniform allowances, education stipends, meal allowance, etc., that are not contractually obligated, included as part of the standard benefits package for all employees, and reimbursed via payroll are ineligible.

- Costs of annual physicals/medical exams are ineligible.
- Overtime costs (including overtime for holdovers, extra shifts, to attend training, etc.) are ineligible (except as noted in “eligible costs” above).
- M&A costs.
- Indirect costs.

R&R Activity – Eligibility Requirements

- Applicants must correlate the activities for which funding is requested and the identified recruitment or retention problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention. Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department.
- SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response.
- FEMA recommends that departments consult their AHJ or the department’s legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program [LOSAP]/Retirement Program).
- All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage or service delivery on all contracts and agreements may not begin prior to or extend beyond the period of performance of the grant. FEMA may permit prorated costs to be charged to the grant for training courses that begin during the period of performance but end after the period of performance ends.
- All funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs before or after being awarded.
- Funds received under the SAFER Program must not be used to replace funds that would be available from state or local sources, or from the Bureau of Indian Affairs, but shall be used to increase the amount of funding that would, in the absence of Federal funds received, be made available from state or local sources, or funds supplied by the Bureau of Indian Affairs.

R&R Activity – Eligible Costs: High Priority

- Costs to support a staffing needs assessment identifying the operational staff and support that are required to carry out fire department responsibilities safely and effectively (e.g., supplies for data collection, contractors, or personnel to collect and analyze data, software programs, etc.).
 - **Note:** If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded.
- Costs to support a R&R Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.).
 - **Note:** Computers for these positions are low priority items.
- Marketing Program to recruit new volunteer firefighters, such as:
 - Media advertising (e.g., television, radio, social media);
 - Print advertising (e.g., newspapers, billboards, signs, banners, brochures, flyers); and,
 - LED/electronic sign. **Note:** this is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75% of usage must be dedicated to R&R activities. Allowable costs may be limited to reasonable amounts as determined by FEMA. Additional restrictions apply (for details see [Section 10.B.a. Environmental Planning and Historic Preservation \(EHP\) Compliance](#) of this NOFO).
 - **Note:** If requesting funds to recruit new members, a marketing plan must be in place, or the application must show a marketing plan will be implemented either with grant funds (requested as a line item) or that the applicant will implement a marketing plan using existing department resources.
- New Member Costs may include:
 - Entry-level physical exam for each new recruit;
 - Annual physicals for newly recruited members⁴; and
 - Station duty uniforms.
- Wellness and Fitness for Existing Members. Wellness and Fitness costs of an annual exam may include:
 - Physical exams;
 - Job-related immunization;
 - Periodic Physical Exam/Health Screening;
 - Behavioral health; and
 - Cancer Screening Program to meet NFPA 1582.
 - All grant-funded physicals (except those for explorers/cadets) must meet NFPA 1582 standards (Chapter 9, Occupational Medical Evaluation).
- Employee Assistance Program (EAP) to provide behavioral health training for coping with fire service duties.
- New recruit basic training that is not covered under a department's normal operating budget, and as required by the AHJ to meet minimum firefighter certification (e.g., cardiopulmonary resuscitation (CPR), First Responder, EMT, FF1, FF2).

⁴ The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at <https://www.fstaresearch.org>.

R&R Activity – Eligible Costs: High Priority

- Reimbursement to members for lost wages, mileage and transportation costs, lodging costs, and per diem while attending required basic training is also eligible.
- **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Leadership or career development training when used as a retention incentive that is not covered under a department's normal operating budget.
 - Reimbursement to members for lost wages, mileage and transportation costs, lodging costs and per diem while attending leadership/career development training or conferences are also eligible.
 - **Note:** costs for mileage/transportation, lodging and meals must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
 - Courses must provide Continuing Education Units (CEU) or certificates of completion to be eligible.
- Instructor/train-the-trainer training that is not covered under a department's normal operating budget.
 - Reimbursement to members for lost wages, mileage and transportation costs, lodging costs, and per diem while attending instructor/train-the-trainer training are also eligible.
 - **Note:** Costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Tuition assistance for higher education (including books, lab fees and student fees).
 - Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements and specific to an accredited university or trade school program.
 - Courses are not limited to firefighter training or education.
 - Only tuition payments for classes offered and taken during the period of performance are allowable.
 - Computers for individual students are not eligible for funding.
 - Payments for student loans are not eligible for funding.
 - Recipients must provide internal policies that explain how funding is administered.
 - Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- PPE/Turnout Gear.
 - PPE may only be funded for new firefighters that join the department after the date of grant award, that successfully pass an NFPA 1582-compliant physical, and that are certified as "fit for duty." PPE purchased with SAFER Program funding must be utilized by adequately trained staff.
 - Funds are available to acquire Occupational Safety and Health Administration-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at <http://www.nfpa.org/freeaccess>.
 - Only actual costs for PPE are allowed.

R&R Activity – Eligible Costs: High Priority

- Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- To receive payment, recipients must provide the following documentation to support the purchase of PPE:
 - Invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) for PPE.
 - Proof that the firefighter(s) have passed an NFPA 1582-compliant physical and are certified as “fit for duty.”
- Eligible PPE Expenditures:
 - Only one set of PPE for structural and wildland firefighting per each new recruit.
 - The SAFER Program considers a complete set of structural PPE to be comprised of one self-contained breathing apparatus (SCBA) mask/face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, the SAFER Program will consider all statutorily required items to be part of a complete PPE set.
 - The SAFER Program considers a complete set of wildland PPE to be comprised of one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, one web gear, one backpack, and one canteen/hydration system.
- Traditional therapies and preventative care facilitated by a licensed mental health or physical healthcare provider.
- LOSAP or Retirement Program:
 - New LOSAP or Retirement Programs (meaning the department has never had a LOSAP or Retirement Program).
 - Increasing existing LOSAP or Retirement Program coverage to include newly recruited members (FEMA will only fund the increase portion of the program).

Note: FEMA will not fund LOSAP or Retirement Programs that were previously funded by a SAFER Program grant.

R&R Activity – Eligible Costs: Medium Priority

- Nominal stipends, as defined under [Appendix B – Programmatic Information and Priorities, Supporting Definitions for this NOFO](#) in this NOFO for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g., Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training, or responding to incidents.
 - Food vouchers may be used for nominal stipends if the Narrative supports their use as an effective recruitment and retention tool for the department. However, food vouchers must be issued through formally adopted SOPs.
 - Award recipients must maintain records of all food vouchers including firefighter name, amount, date received, and signature of the receiving firefighter.
 - Gift cards may not be used for nominal stipends. For information on gift cards, see Low Priority – Awards/Incentives below.
 - Only actual costs for stipends are allowed.

R&R Activity – Eligible Costs: Medium Priority

- Allowable costs may be limited to reasonable amounts as determined by FEMA.
- Costs to support explorer/cadet, and mentoring programs, such as:
 - Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) for each newly recruited cadet/explorer per the department's documented uniform policy.
 - Training (Non-Immediate Danger to Life and Health [IDLH]).
 - One set of structural or wildland PPE as defined above for each new cadet/explorer that joins the department after the date of grant award, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2) physicals for explorers/cadets are not required to meet NFPA 1582.
 - One introductory physical exam per each newly recruited explorer/cadet.
- Insurance packages (e.g., AD&D, workers compensation, disability, health, dental, life).
- Exercise equipment is limited to no more than \$10,000 total per grant award.
- Wellness programs (e.g., group fitness led by health instructors that come to the department).

R&R Activity – Eligible Costs: Low Priority

- New Member Costs. Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniforms as one pair of pants, one shirt, one hat, and one pair of boots) for new firefighters that join the department after the date of grant award, per the department's documented uniform policy.
 - **Note:** Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
- American National Standards Institute-approved retro-reflective highway apparel.
- PPE gear bags.
- Costs for advanced training not currently covered under the department's operating budget (e.g., extrication training, specialized equipment training, swift water rescue, etc.). Advanced training requests are only eligible for members who have already met the minimum firefighter certifications required by the AHJ and must closely correlate to the applicant's recruitment and retention goals.
 - Reimbursement to members for lost wages, mileage and transportation costs, lodging costs, and per diem while attending advanced training are also eligible.
 - **Note:** Costs for mileage and transportation costs, lodging costs, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Two computers (including monitor, keyboard, mouse) and printer for grant-appointed R&R Coordinator, Program Manager, and/or Grant Administrator.
- Awards or Incentive program for participation in operational (firefighting) activities, such as operational training or responding to incidents (e.g., length of service plaques, gift cards for top responders, non-uniform clothing).

R&R Activity – Eligible Costs: Low Priority

- Non-uniform clothing (limited to a shirt, a jacket, or a pullover) as part of an award program only.
 - **Note:** Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
- Gift Cards: a logbook for the purchase and issuance of gift cards is required. The logbook should include name of recipient, date, amount of card, reason for issuance, and signature of recipient. Gift cards should be issued to operational firefighters who have completed the minimum firefighter training required by the AHJ.
- LED/electronic sign when it is not included as part of a comprehensive marketing program.
- Fire service association membership fees.
- Projector or screen to support classroom training.
- Payments for housing or rent for volunteers at or near the fire station.
- Other costs associated with new recruits (background checks, aptitude tests, etc.).
- Station modifications/remodeling/renovation of existing facilities.
 - Remodeling/renovations to an existing facility are allowable (e.g., converting space into bunkroom) and must correlate to the identified recruitment or retention problems or issues being addressed with the grant. The renovations must be minor interior alterations not to exceed \$10,000 total per grant award.
 - Remodeling/renovations may not change the footprint or profile of the building.
 - Any request for modifications to facilities may require EHP review (for details see [Section 10.B.a. Environmental Planning and Historic Preservation \(EHP\) Compliance](#) of this NOFO). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding, including coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements. Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements.
 - Written approval must be provided by FEMA before using any SAFER Program funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

R&R Activity – Eligible Costs: Non-Prioritized Costs

- M&A costs up to 3% of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. M&A costs must be identifiable and directly related to the implementation and management of the SAFER Program grant. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.

R&R Activity – Eligible Costs: Non-Prioritized Costs

- Indirect costs for national, state, local, or federally recognized Tribal Nation volunteer firefighter interest organizations that are expended pursuant to [Section 3.H. Indirect Costs \(Facilities and Administrative Costs\)](#).
- Up to \$1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid between 90 days before the publication date of this NOFO and up to 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award. For details see [Appendix C – Award Administration Information, Grant Writer/Preparation Fees](#).
- Audit costs proportional to the total SAFER Program award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Program award, and they must be incurred during the period of performance.

R&R Activity – Ineligible Costs

This list is not exhaustive:

- Salary and benefits for firefighters.
- Retroactive payments or recognition for operational services rendered prior to the grant award.
- Costs incurred (including the delivery of goods or services) outside of the period of performance except for grant writer fees; see [Appendix C – Award Administration Information, Grant Writer/Preparation Fees](#).
- Fire suppression equipment.
- Vehicles.
- Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators).
- Supplies, expendables, or “onetime” use items such as foam, fuel/propane, breaching materials (e.g., wood or sheetrock).
- Sirens, warning lights for fire department or private vehicles, or other outdoor warning devices.
- Communication equipment and monthly expenses including cell phones, pagers, portable radios, or Computer- Aided Dispatch systems.
- Video cameras/recording equipment.
- Photographs/photographer unless part of a marketing contract for recruitment of new members.
- Intruder alerting systems and deployment notification systems.
- Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses, or stipends for recruiting firefighters).
- Payments for travel to or participation in leisure or social activities such as theater tickets, entertainment tickets, and trips (e.g., professional sporting events).
- Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques and trophies) is eligible.

R&R Activity – Ineligible Costs

- Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient (food vouchers can be requested as a nominal stipend but must be provided only under formally adopted SOPs).
- Costs for training currently covered under the department's operating budget (e.g., tuition or instructor fees for department-mandated, basic-level training).
- Tuition assistance for family members of the volunteer.
- Services at a member's personal residence (e.g., internet access, plowing of driveways).
- Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators), and entertainment equipment.
- "Giveaways" for recruitment events, such as stickers, pencils, pens, t-shirts, cups, mugs, or balloons.
- Fees for courses and training that are available free of charge on the internet or at state/local training facilities (e.g., NIMS 100, 700, 800).
- Costs for fuel. Costs for travel to training or other eligible activities are reimbursed through mileage rates.
- Gym Memberships.
- Payments for student loans.
- Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs).
- Station internet access/user fees and equipment to install internet (such as routers).
- Continued funding of an existing (or previously funded through the SAFER Program) LOSAP or Retirement Program.
- Computers in common areas or individual computers for training/education.
- Copiers/printers.
- Incentives for career firefighters within the recipient's fire department.
- Ineligible explorer/cadet/mentoring program expenditures:
 - SCBAs, including masks/face pieces.
 - Anything involving the IDLH atmosphere.
 - Any activities precluded by the AHJ.
- Ineligible PPE expenditures:
 - Three-quarter length rubber boots.
 - SCBAs (not including SCBA masks/face pieces).
 - PASS Devices.
 - Spare cylinders.
 - Bomb disposal suits.
 - PPE for hazardous materials and other specialized incidents.
 - More than one set of structural or wildland PPE per newly recruited member (within the period of performance).
- PPE for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.

13. Appendix C – Award Administration Information

Appendix C contains detailed information on SAFER Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

A. Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS OIG Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

B. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the “Grant Request Details” section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days before the publication date of this NOFO and up to 30 calendar days after the application period closes. For the grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the federal government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant’s intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

1. A copy of the grant writer’s contract for services;
2. A copy of the invoice or purchase order;
3. A copy of the canceled check (front and back); and
4. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify the following as “Application Participants” in the “Contact Information” section of the application: Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place before submitting the application.

C. Maintenance and Sustainment

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance if the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

D. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible SAFER Program acquisition activity may be charged to a SAFER Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the SAFER Program application narrative, as well as the “Grant Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible SAFER Program acquisition activity are not chargeable to any SAFER Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status, or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov>.*

E. Excess Funds

After completing the initial project(s) proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred, and all goods and services must be delivered or completed within the period of performance to be allowable.

F. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

SAFER Program payment/drawdown requests are generated using FEMA GO. SAFER Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time, request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

a. *Advances*

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance SAFER Program payment/drawdown requests. EHP review requirements must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the *Cash Management Improvement Act (CMIA)* and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

b. *Reimbursement*

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of SAFER Program approval for reimbursement requests, recipients shall submit all applicable source documentation, such as payroll records, timecards, contracts, invoices, purchase orders, proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the costs associated with each payment/drawdown request.

c. *Rebates*

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate-adjusted Cost Share.

d. *Payment Requests During Closeout*

A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain

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clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

e. Amendments

FEMA may approve SAFER Program award amendments on a case-by-case basis for the following reasons:

- Extension of the period of performance to complete the scope of work under the R&R Activity;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests;
- Budget changes (adding funds to award/non-closeout deobligation of funds); and
- Change of key personnel.

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner to be consistent with SAFER Program goals and objectives.

Note: A recipient may deobligate or return unused funds (i.e., those remaining funds previously drawn down via payment request or remaining award funding that was never requested) to FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (e.g., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's cost share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

G. Disposition of Grant-Funded Equipment

A recipient must use, manage, and dispose of SAFER Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. Except for state governments, when original or replacement equipment acquired under a SAFER Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the SAFER Help Desk before disposing of SAFER Program-funded equipment.

H. Post-Award Recipient Responsibilities

Once awarded, recipients under the Hiring Activity must submit a pre-SAFER Program roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA 1720, who are employees at time of award. FEMA compares the pre-SAFER Program roster to names submitted for SAFER Program-funded positions to ensure that the SAFER Program-funded firefighters are new employees.

The SAFER Program Office will work with recipients to establish the correct staffing maintenance numbers, which combine the number of pre-SAFER Program and SAFER Program-funded operational positions. Once this is established, recipients must agree to maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients under the Hiring Activity who lay off any operational personnel during the period of performance will be considered in default of their grant and the award will be terminated. In those situations, recipients may be required to return the federal funds disbursed under the grant award.

Recipients who are unable, due to documentable economic hardship, to backfill non-SAFER Program operational positions vacated through attrition (e.g., resignation, retirement) after receiving an award may petition FEMA to waive the staffing maintenance requirements.

Approved waivers allow recipients to decrease and reestablish the staffing maintenance numbers agreed to at the time of award by the number of positions that recipients are unable to fill. To qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient's jurisdiction, not just the fire department. FEMA will not grant waivers for SAFER Program-funded positions. Recipients who fail to maintain the required level of staffing risk losing federal funds awarded under this grant.

Recipients must agree that, notwithstanding any provision of other laws, firefighters hired under these grants will not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit and hire military veterans to increase their ranks within their departments.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 2, 2025

Topic:

Zoning Case Z25-07: Request by Paul and Brenda Mladenka, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 9.565 acres of land legally described as Lots 378 and 381 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Background:

Origination: Paul and Brenda Mladenka

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E.

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed	<u>Sasha Luna</u>	Approved by	<u></u>
	Staff Member		City Manager
	Date		Date



Revised: 10/1/2022

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

DIGITAL PLAN SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

WEBSITE: tomballtx.gov/securesend
USERNAME: [tomballdd](#)
PASSWORD: [Tomball1](#)

Applicant BRENDA
Name: PAUL MLADENKA Title: _____
Mailing Address: 1631 S. PERSIMMON City: TOMBALL State: TX
Zip: 77375 Contact: _____
Phone: (713) 444 3030 Email: MLADENKA2002@OUTLOOK.COM

Owner
Name: SAME AS APPLICANT Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Email: _____

Engineer/Surveyor (if applicable)
Name: SEAN CONLEY Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: LIGHT INDUSTRIAL

Physical Location of Property: 1811 S. Persimmon St. Tomball TX
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 381 and all of Lot 378 of Tomball Outlots
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: ~~SF~~ SF-20

Current Use of Property: AG USE

Proposed Zoning District: LIGHT INDUSTRIAL

Proposed Use of Property: LIGHT INDUSTRY

HCAD Identification Number: 0352920000542 Acreage: ≈ 9.565 (see survey)
§ 33

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X  9/23/24
 Signature of Applicant Date

X Brenda Madenka 9/23/24
 Signature of Owner Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

April 21, 2025

Date: ~~Sept 26, 2024~~

To: Tomball City Council

From: Paul & Brenda Mladenka

1631 S. Persimmon St.

Subj: Application to Re-zone

Please let this letter serve to inform the city of Tomball of our intent to re-zone approximately ~~8.4~~ ^{9.565} acres of our land to "light industrial." The current designation is SF-20. Our intention is to sell the property to an "end-user" for the purpose of building three office/warehouse type structures, similar to those constructed in the business park just to the south of us.

Your consideration and prompt attention to this matter is appreciated.

Sincerely,

Paul & Brenda Mladenka

(713) 444 3030

DESCRIPTION OF A 4.924 ACRE TRACT OF LAND
SITUATED IN THE
JESSE PRUETT SURVEY, ABSTRACT NO. 629
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

Being a 4.924 (214,479 square foot) tract of land situated in the Jesse Pruett Survey, Abstract 629, City of Tomball, Harris County, Texas, and being a portion of a called 5.00 acre tract of land conveyed in an instrument to Paul Mladenka and Brenda Mladenka recorded under Harris County Clerk's File Number (H.C.C.F. No.) Y200969, and being a portion of Lot 378 of CORRECTED MAP OF TOMBALL OUTLOTS, a subdivision per plat recorded under Volume 4, Page 75 of the Harris County Map Records (H.C.M.R.), said 4.924 acre tract of land being more fully described by metes and bounds as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a 1/2-inch iron rod found for the common corner of Lots 378, 379, 381 and 382 of said TOMBALL OUTLOTS, same being the northeast corner of a called 4.8373 acre tract described in an instrument to Paul Mladenka and Brenda Mladenka recorded under H.C.C.F. No. 20080184176, same being the southeast corner of the herein described tract of land;

THENCE, S 87°35'32" W, a distance of 561.10 feet with the north line of said 4.8373 acre tract to a 5/8-inch iron rod with cap stamped "CONLEY RPLS 6739" set for the southwest corner of the herein described tract of land, lying on the east right-of-way line of South Persimmon Street (80 feet wide) as shown per plat recorded under Volume 4, Page 75 of the H.C.M.R. and described per instrument recorded under H.C.C.F. No. RP-2020-127861;

THENCE, N 04°27'16" W, a distance of 377.90 feet with said east right-of-way line to a 5/8-inch iron rod with cap stamped "CONLEY RPLS 6739" set for the northwest corner of the herein described tract of land, lying on the common line of Lots 374 and Lot 378 of said TOMBALL OUTLOTS;

THENCE, N 87°35'32" E, a distance of 574.73 feet with said common line to a 5/8-inch iron rod with cap stamped "BGE INC" found for the common corner of Lots 374, 375, 378 and 379 of said TOMBALL OUTLOTS, same being the northeast corner of the herein described tract of land;

THENCE, S 02°23'12" E, a distance of 377.66 feet with the common line of Lots 378 and 379 to the **POINT OF BEGINNING** and containing 4.924 acres or 214,479 square feet of land.

A survey plat of even date was prepared by the undersigned in conjunction with this metes and bounds description, dated March 08, 2024.



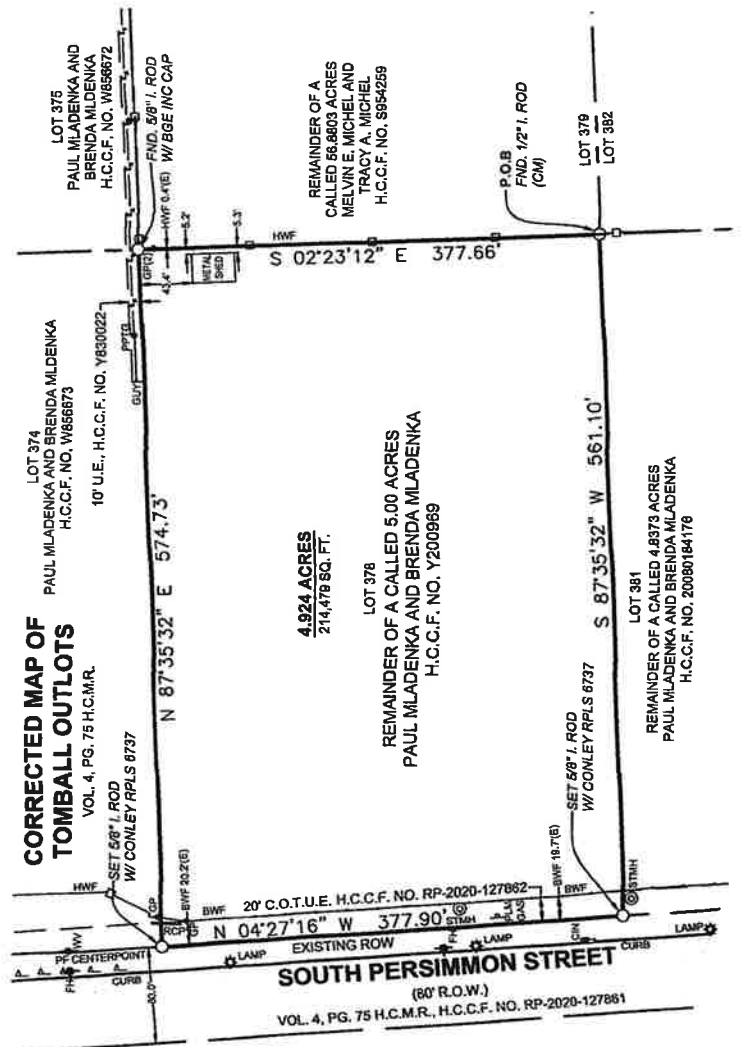
Sean Conley, RPLS 6739
Conley Land Services, LLC
(832)729-4997
Conleyland.com
TBPELS Firm No. 10194732





LEGEND

BWF	BARB WIRE FENCE
CIN	TYPE C INLET
C.O.T.U.E.	CITY OF TOMBALL UTILITY EASEMENT
CM	CONTROLLING MONUMENT
FH	FIRE HYDRANT
GP	GATE POST
H.C.C.F.	HARRIS COUNTY CLERK FILE
H.C.M.R.	HARRIS COUNTY MAP RECORDS
HWF	HOG WIRE FENCE
I	IRON
PL	PIN FLAG
PFF	PIPE FRAME FENCE
PLM	PIPE LINE MARKER
P.O.B.	POINT OF BEGINNING
PRTO	POWER POLE WITH TRANSFORMER AND GUY WIRE
R.O.W.	RIGHT OF WAY
ROP	REINFORCED CONCRETE PIPE
WV	WATER VALVE



I, SEAN CONLEY, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION II SURVEY. FIELDWORK WAS COMPLETED ON MARCH 4, 2024. DATE OF SURVEY: MARCH 9, 2024.



SEAN CONLEY RPLS NO. 6739
SEAN@CONLEYLAND.COM

NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
2. THE SQUARE FOOTAGE VALUES SHOWN HEREON IS A MATHEMATICAL VALUE CALCULATED FROM THE BOUNDARY DATA SHOWN HEREON AND DOES NOT REPRESENT THE PRECISION OF CLOSURE OF THIS SURVEY OR THE ACCURACY OF CORNER MONUMENTS FOUND OR PLACED.
3. SURVEYED PROPERTY LIES IN UNSHADED ZONE X ACCORDING TO FLOOD INSURANCE RATE MAP OF CITY OF TOMBALL, MAP NUMBER 48201C0230L, DATED EFFECTIVE 06/18/2007.
4. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT. SURVEYOR DID NOT ABSTRACT THE PROPERTY AND THERE MAY BE EASEMENTS THAT AFFECT THE PROPERTY THAT ARE NOT SHOWN HEREON.
5. VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED AT TIME OF SURVEY AND SHOWN HEREON. SUBSURFACE PROBING, EXCAVATION OR EXPLORATION IS BEYOND THE SCOPE OF THIS SURVEY AND WAS NOT CONDUCTED BY SURVEYOR.
6. FENCE LINE DIMENSIONS AS SHOWN HEREON ARE LOCATED AT PHYSICALLY MEASURED LOCATIONS AND MAY MEANDER BETWEEN SAID LOCATIONS.
7. METES AND BOUNDS DESCRIPTION OF SURVEYED PROPERTY AS SHOWN HEREON IS BEING ISSUED UNDER SEPARATE INSTRUMENT OF EVEN DATE.

1811 S. PERSIMMON RD.
TOMBALL, TX, 77375

STANDARD LAND SURVEY OF
4.924 ACRES OF LAND
SITUATED IN THE
JESSE PRUETT SURVEY, ABSTRACT 629
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

CONLEY LAND SERVICES, LLC
11003 BUTTERNWOOD CREEK TRAIL
TOMBALL, TX 77375
TEL: (832) 728-6987
CONLEYLAND.COM
TBPELS FIRM NO. 10104732
JOB NO. 23.0112
DATE: 3/09/2024

**DESCRIPTION OF A 4.641 ACRE TRACT OF LAND
SITUATED IN THE
JESSE PRUETT SURVEY, ABSTRACT NO. 629
CITY OF TOMBALL
HARRIS COUNTY, TEXAS**

Being a 4.641 (202,156 square foot) tract of land situated in the Jesse Pruett Survey, Abstract 629, City of Tomball, Harris County, Texas, and being a portion of a called 4.8373 acre tract of land described in an instrument to Paul Mladenka and Brenda Mladenka recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20080184176, and being a portion of Lot 381 of CORRECTED MAP OF TOMBALL OUTLOTS, a subdivision per plat recorded under Volume 4, Page 75 of the Harris County Map Records (H.C.M.R.), said 4.641 acre tract of land being more fully described by metes and bounds as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a 1/2-inch iron rod found for the common corner of Lots 378, 379, 381 and 382 of said TOMBALL OUTLOTS, same being the northeast corner of said 4.8373 acre tract and the herein described tract of land;

THENCE, S 02°23'12" E, a distance of 352.87 feet with the east line of said 4.8373 acre tract to a 1/2-inch iron rod with cap stamped "WESTAR" found for the southeast corner of said 4.8373 acre tract and the herein described tract of land;

THENCE, S 85°08'52" W, with the south line of said 4.8373 acre tract, at a distance of 122.88 feet passing a 1/2-inch iron rod found for corner of a called 56.8803 acre tract of land described in an instrument recorded under H.C.C.F. No. S954259, continuing for a total distance of 548.02 feet to a 5/8-inch iron rod with cap stamped "CONLEY RPLS 6739" set for the southwest corner of the herein described tract of land, lying on the east right-of-way line of South Persimmon Street (80 feet wide) as shown per plats recorded under Volume 4, Page 75 and Film Code Number 697286, both of the H.C.M.R. and as described in H.C.C.F. No. RP-2020-127863;

THENCE, N 04°27'16" W, a distance of 376.49 feet with the east right-of-way line of said South Persimmon Street to a 5/8-inch iron rod with cap stamped "CONLEY RPLS 6739" set, lying on the north line of said 4.8373 acre tract for the northwest corner of the herein described tract of land;

THENCE, N 87°35'32" E, a distance of 561.10 feet with the north line of said 4.8373 acre tract to the **POINT OF BEGINNING** and containing 4.641 acres or 202,156 square feet of land.

A survey plat of even date was prepared by the undersigned in conjunction with this metes and bounds description, dated March 08, 2024.



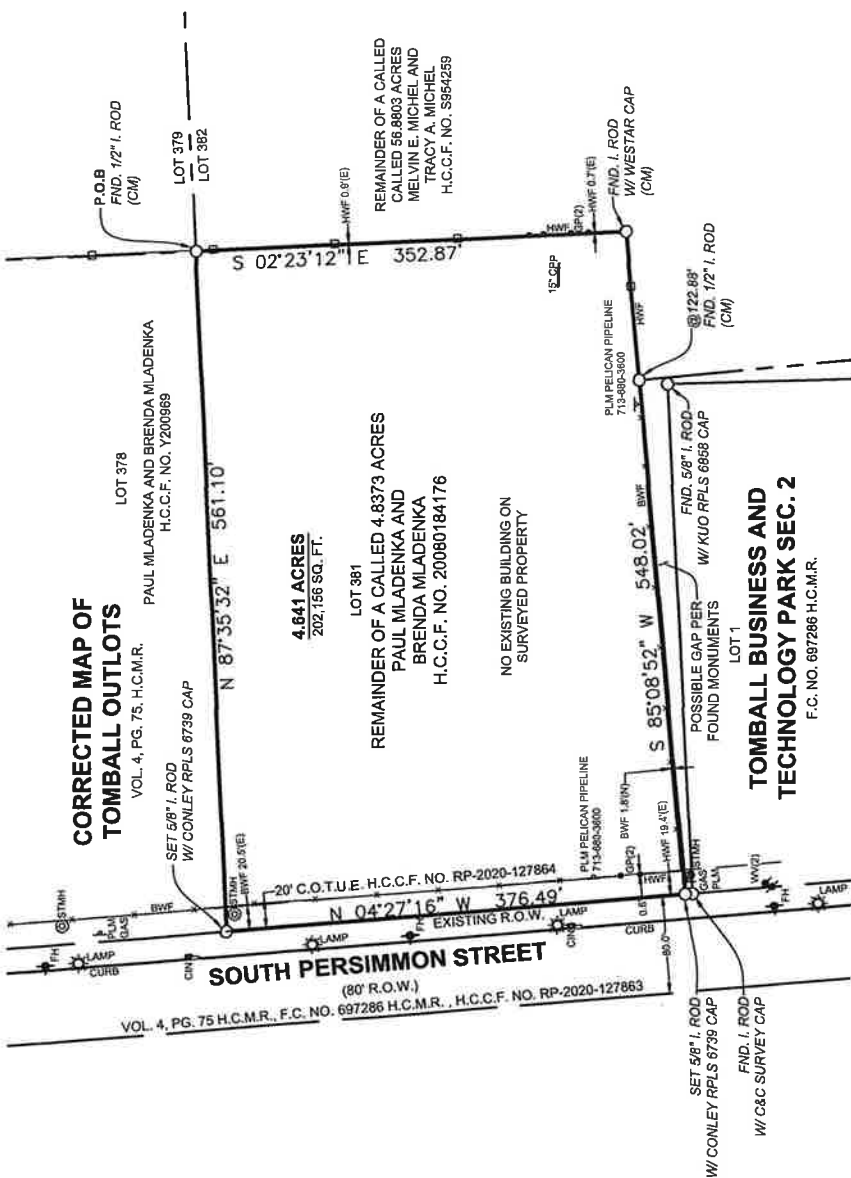
Sean Conley, RPLS 6739
Conley Land Services, LLC
(832)729-4997
Conleyland.com
TBPELS Firm No. 10194732





LEGEND

BWF BARB WIRE FENCE
CIN TYPE C INLET
CM CONTROLLING MONUMENT
C.O.T.U.E. CITY OF TOMBALL UTILITY EASEMENT
F.C. NO. FILM CODE NUMBER
FH FIRE HYDRANT
GP GATE POST
H.C.C.F. HARRIS COUNTY CLERK FILE
H.C.M.R. HARRIS COUNTY MAP RECORDS
HWF HOG WIRE FENCE
I IRON
PLM PIPE LINE MARKER
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
STMH STORM MANHOLE
WV WATER VALVE



I, SEAN CONLEY, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION II SURVEY. FIELDWORK WAS COMPLETED ON MARCH 4, 2024.
DATE OF SURVEY: MARCH 8, 2024.



SEAN CONLEY RPLS NO. 6739
SEAN@CONLEYLAND.COM

NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
2. THE SQUARE FOOTAGE VALUES SHOWN HEREON IS A MATHEMATICAL VALUE CALCULATED FROM THE BOUNDARY DATA SHOWN HEREON AND DOES NOT REPRESENT THE PRECISION OF CLOSURE OF THIS SURVEY OR THE ACCURACY OF CORNER MONUMENTS FOUND OR PLACED.
3. SURVEYED PROPERTY LIES IN UNSHADED ZONE X ACCORDING TO FLOOD INSURANCE RATE MAP OF CITY OF TOMBALL, MAP NUMBER 48201C0230L, DATED EFFECTIVE 06/18/2007.
4. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT. SURVEYOR DID NOT ABSTRACT THE PROPERTY AND THERE MAY BE EASEMENTS THAT AFFECT THE PROPERTY THAT ARE NOT SHOWN HEREON.
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7. METES AND BOUNDS DESCRIPTION OF SURVEYED PROPERTY AS SHOWN HEREON IS BEING ISSUED UNDER SEPARATE INSTRUMENT OF EVEN DATE.

NO ADDRESS AVAILABLE
HCAD PARCEL 035292000542

STANDARD LAND SURVEY OF
4.841 ACRES OF LAND
SITUATED IN THE
JESSE PRUETT SURVEY, ABSTRACT 629
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

CONLEY LAND SERVICES, LLC
11003 BUTTWOOD CREEK TRAIL
TOMBALL, TX 77375
TEL: (832) 729-4897
CONLEY@CONLEYLAND.COM
TIPS@CONLEYLAND.COM

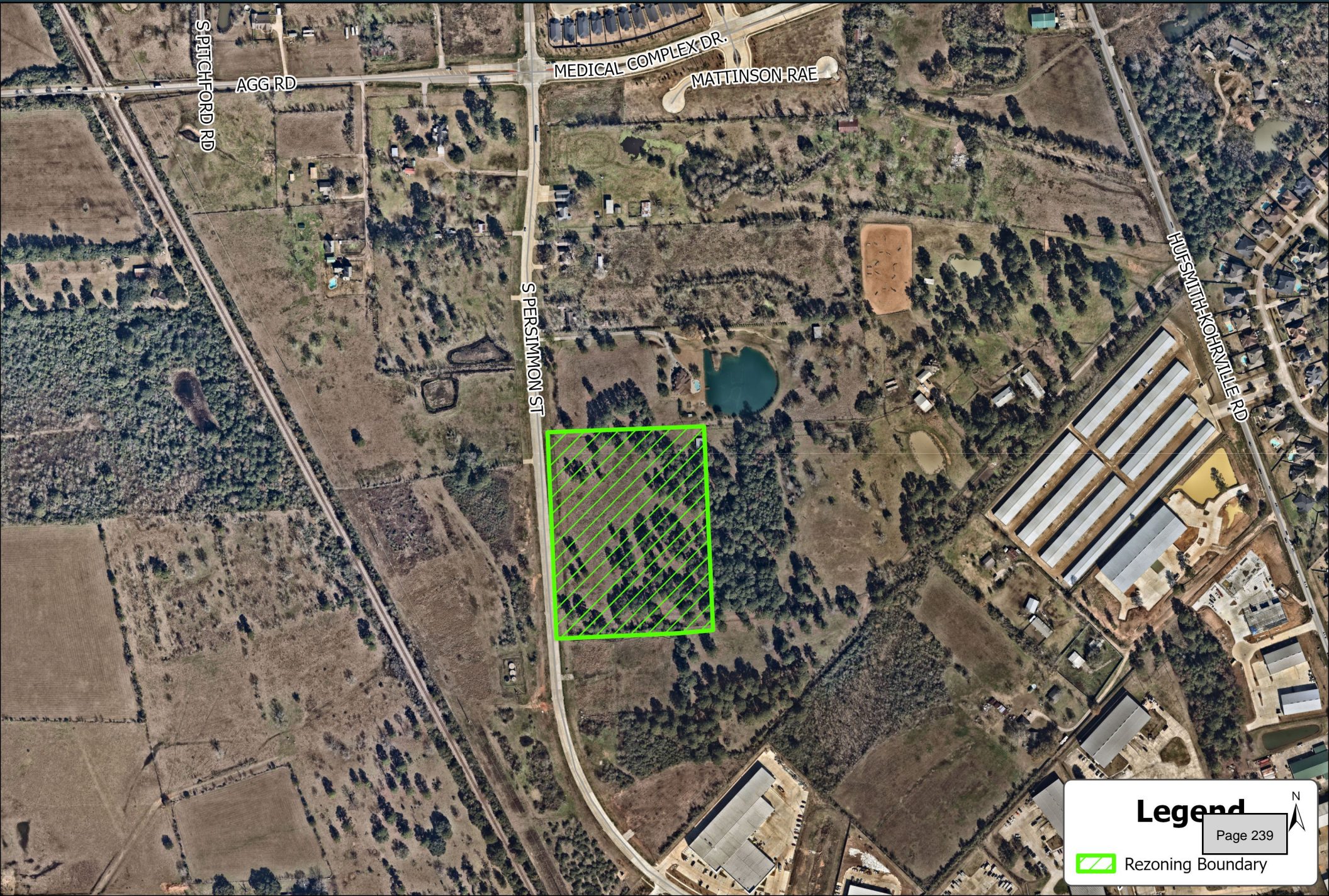
SCALE: 1"=100'

JOB NO. 23-0172

DATE: 03/09/2024



Location



Legend

Page 239

 Rezoning Boundary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 2, 2025

Topic:

Zoning Case Z25-08: Request by James and Patricia Case, represented by Shawn Ballard, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.07 acres of land legally described as being Lots 286-A and 289 of Tomball Outlots and Lot 289-A, Block 1 of Case Tract from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1514 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Background:

Origination: James and Patricia Case, represented by Shawn Ballard

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E.

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed	<u>Sasha Luna</u>	Approved by	<u></u>
	Staff Member		City Manager
	Date		Date



Revised: 08/25/2023

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Shawn Ballard Title: Member
Mailing Address: 17551 Roberts Rd City: Hockley State: Texas
Zip: 77447 Contact: Shawn Ballard
Phone: (713) 828-8764 Email: invoices@landmarkdev.net

Owner

Name: James and Patricia Case Title: Owners
Mailing Address: 1514 S persimmon St City: Tomball State: Tx
Zip: 77375 Contact: Patricia Case
Phone: (281) 382-4382 Email: caseerawhitaker@att.com

Engineer/Surveyor (if applicable)

Name: SEK Engineering, Corp. Title: Civil Engineer
Mailing Address: 701 Shepard Dr., Suite 200 A City: Houston State: Texas
Zip: 77007 Contact: Nicholas Khazzoum P.E.
Phone: (281) 271-1721 Fax: () Email: nicholas@sekengineering.net

Description of Proposed Project: Speculative multi building light industrial office/warehouse business park

Physical Location of Property: 1514 S. Persimmon St., Tomball, TX 77375
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Parcel 1-1.67 acres out of a Five Acre Tract being part of Lot Two-Hundred Eighty-six (286), Parcel 2-Remainder portion of Two-Hundred Eighty-nine (289), Parcel 3-NE
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (LI) : Light Industrial

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405


www.tomballtx.gov

Revised: 08/25/2023

Current Use of Property: Residential
 Proposed Zoning District: (LI) : Light Industrial
 Proposed Use of Property: Light Industrial office warehouse business park
 HCAD Identification Number: 0352880000289, 03528800 Acreage: 8.07

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

☒  5/2/25
 Signature of Applicant Date
 05/02/25
☒ Patricia Case
 Signature of Owner Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

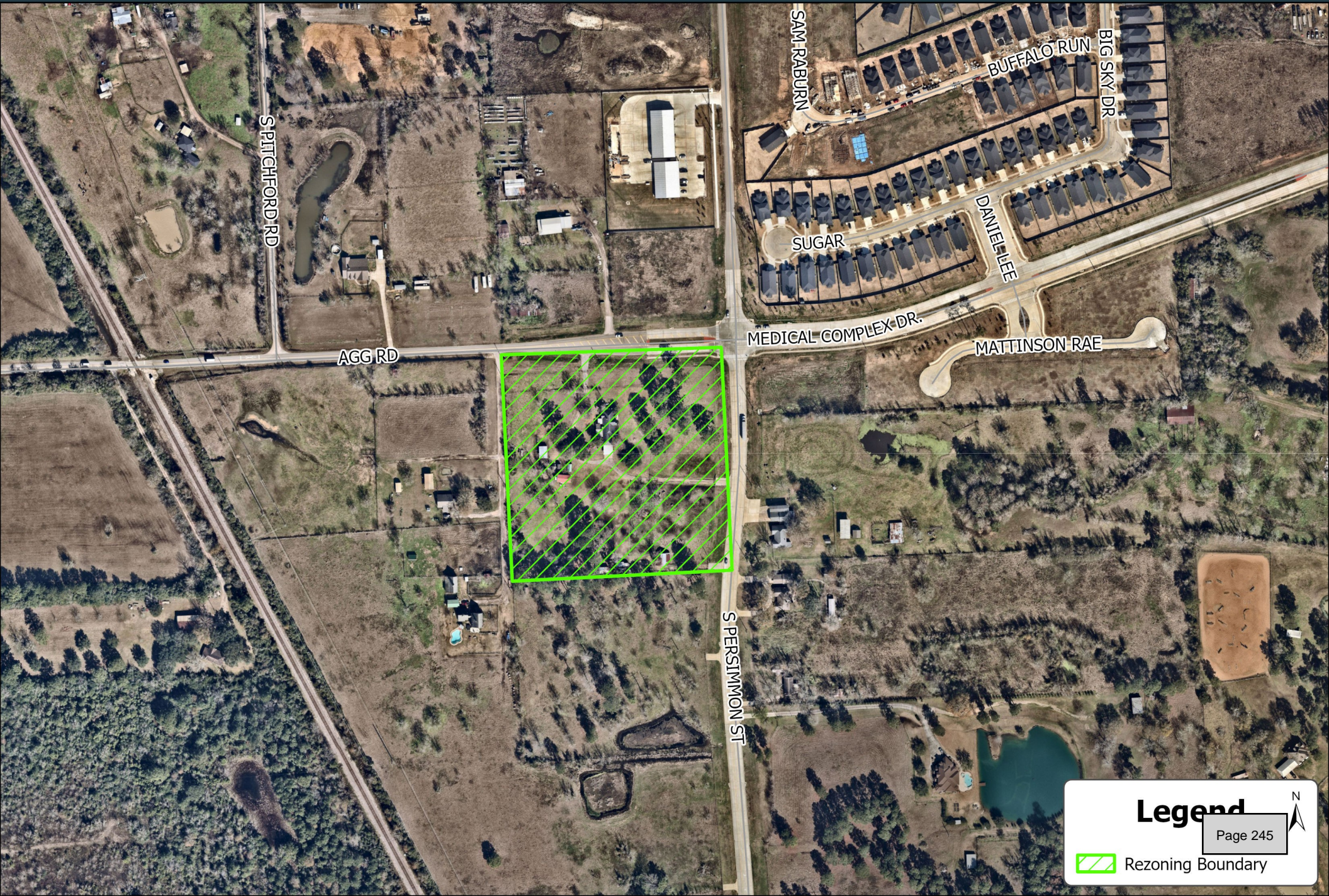
Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.



Location



Legend

Page 245

 Rezoning Boundary



City Council Meeting Agenda Item Data Sheet

Meeting Date: 06-02-25

Topic:

Workshop Discussion Only - Approve the 2025-26 City of Tomball Strategic Plan Report.

Background:

The City Council adopted the Strategic Plan Report in December 2024. This year (2025) the council held a strategic planning session where updates and additions were made to the adopted plan. The 2025-26 Strategic Plan Report consists of the adopted 2024 plan along with the addition / addendum of the 2025 planning session. By formally adopting the plan, it provides additional backup and verification of the direction to staff in accomplishing and prioritizing our initiatives.

Origination:

Recommendation:

Approve

Party(ies) responsible for placing this item on agenda: David Esquivel, PE

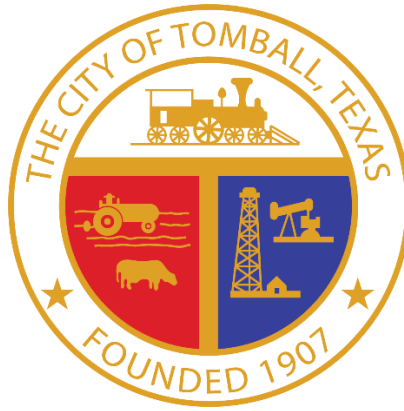
FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: x If yes, specify Account Number: # _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: _____ **Approved by:** David Esquivel
 Staff Member Date City Manager Date



Strategic Plan Report 2025-2026

Vision & Operations

**Adopted December 2024
Addendum May 2025**

City Council

Mayor	Lori Klein Quinn
Mayor Pro Tem	Randy Parr
Council Member	Paul Garcia
Council Member	John Ford
Council Member	Lisa A. Covington
Council Member	Dane Dunagin

City Executive Staff

City Manager	David Esquivel, PE
Asst. City Mgr.	Jessica Rogers
Human Resources	Kristie Lewis, Esq.
City Secretary	Thomas Harris
Finance	Bragg Farmer
Public Works	Drew Huffman
Police	Jeffrey Bert
Fire	Joe Sykora
Marketing	Chrislord Templonuevo
Community Dev.	Craig Meyers, PE
Information Tech.	Ben Lato, Interim
Special Projects	Luisa Taylor

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Strategic Planning Session – June 2024

I. Vision and Mission

Vision Statement

The City Council envisions people coming together to create the future of Tomball instilling a sense of community and pride (2019).

Mission Statement

The Mission of the City of Tomball is to promote a healthy and safe environment of increasingly higher quality of life for all citizens with sensitivity to the financial burden it may impose (2019).

II. Summary

The City of Tomball held a strategic planning retreat involving city administration, staff, and council members. The two-day session aimed to enhance collaboration, define roles and responsibilities, assess the city's strengths and weaknesses, and establish strategic priorities for the coming years.

A. Key Objectives

1. Foster open communication and team building.
2. Clarify roles and responsibilities within the council-manager form of government.
3. Conduct a comprehensive SWOT analysis.
4. Develop draft elements of a strategic plan.
5. Align on the city's mission and vision.

B. Participants

- Mayor
- City Council Members
- City Manager and Assistant City Manager
- Department Heads (Marketing, Police, Community Development, HR, Public Works, IT, Fire)
- Facilitators: David Esquivel and Kelley Moore

C. Major Topics Discussed

- Communication Styles and Team Building
- Roles and Responsibilities of the Mayor, Council Members, and City Manager
- SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats)
- Strategic Planning and Priority Setting
- Alignment on Mission and Vision

D. Key Outcomes

- Enhanced understanding of individual roles and contributions.
- Identification of strengths, weaknesses, opportunities, and threats.
- Development of initial elements of a 3-year strategic plan.
- Clear articulation of commitments between the council and staff.

- Establishment of a unified vision and mission for the city.

III. Session Review

A. Introduction

- Facilitator David introduced council members, staff, and facilitators.
- Kelley led familiarization activities including setting agreements for the process, a city timeline activity, and communication styles and team dynamics.
- Discussion on the council-manager form of government, emphasizing the roles of the Mayor, Council, and City Manager.

B. Agreements

- Listen with openness and intention to understand.
- Assume positive intent.
- Dialogue without attacking
- Do the serious, hard things
- RESPECT: Be willing to take another look
- Honor differences of opinion
- Show up with faith and trust in yourselves and each other
- B.U.T.T.E.R.—Best Use of Talent, Time, Energy, and Resources
- Create a culture on purpose, with purpose

C. Tomball Timeline Activity

- 1907-2020:
 - Farming and ranching community with German roots
 - 1906 Arrival of the railroad
 - 1933: Humble oil discovery, free gas until 1998
 - 1934: Formation of TFD
 - 1950s: Doc Graham and the first hospital
 - 1960s: School fire leading to community unity
 - 1973: First graduating class of 100
 - 1994: Formation of TEDC
 - North Harris Community College establishment
 - 2007: 100-year celebration
 - 2008: Transition from volunteer to professional fire department, adoption of zoning
 - 2012: Introduction of gyrocopters for PD
 - 2011: Creation of Tomball Business Park
 - 2014: Opening of SH 249
 - Creation of Tomball Farmer's Market, German Fest, and other events
 - Longtime businesses closing
- 2020
 - Post-COVID work culture
 - Multi-generational workforce challenges
 - Public safety hiring challenges
 - Changing community demographics and leadership
 - Social media evolution

- Major infrastructure projects
- Response to February 2021 freeze and 2022 ransomware attack
- Unprecedented growth and development
- 2024:
 - Maintain Tomball's identity with a balance between longtime and new residents
 - Adapt to technology changes and new director dynamics
 - Address service delivery changes
 - Manage school district demands and general finances
 - Tackle largest projects ever seen in Tomball
- 2025 and Beyond:
 - Vision for a walkable, cycle-able city
 - Development of trails and running paths
 - Embrace multi-modal transportation
 - Enhance attractions and venues
 - Address infrastructure and downtown parking needs
 - Regional detention solutions
 - Expand amenities for residents and incentives for staff

D. Operations

- Staff presented departmental updates and perspective (see retreat workbook for presentations).
- Key points included marketing initiatives, public safety enhancements, community development projects, HR strategies, public works operations, IT improvements, and financial health.
- Discussion on the operational challenges and opportunities facing each department.

E. Personal Responsibility

Council members shared their motivations for running for office and their personal commitments to the city and staff.

1. Council's Why's

- Service
- Can't complain if you don't step up
- Get things done
- Better communication to citizens
- Felt called/destined to lead
- Maintain "small town feel" and status quo
- Keep Tomball clean and pretty
- Learn and explore what a city is

2. Council Commitments to Staff

- Respect and trust
- Honor their time
- Understand they have a tough job
- Understand boundaries and limitations
- Provide necessary resources
- Protect them from citizen critique
- Appreciate them
- Honor the chain of command

- Work in partnership

3. Staff's commitments to each other, to council, and to citizens

- Maintain and operationalize core values (professionalism, integrity, respect)
- Partnership to focus moving parts
- Communicate with a purpose
- Provide council with the bad news
- Work for the same people (the citizens)
- Educate council
- Act ethically without favor
- Act without a personal agenda
- Be open to receiving feedback
- Do what's right, not necessarily what's popular

F. Organizational Discussion

Recap of the council's role in governance. Detailed SWOT analysis led to the identification of key priorities and concerns for the city.

1. Concerns

- Political: Decaying trust in higher government levels, lack of civil discourse, national election impacts, polarized identity politics, changing demographics.
- Economic: Revenue growth limits, inflation, interest rates, regional economy, national election impacts, grant funding decreases.
- Social: Preserving small-town feel, differing generational expectations, housing diversity and affordability, workforce needs, effective communication.
- Technological: Infrastructure improvements, cybersecurity, efficiency, costly backbone infrastructure mandates.
- Environmental: Managing tree removal, ethical environmental practices, sustainability efforts, climate impacts on resources.
- Legal: State's stripping of local powers, home rule city authority changes, litigation culture, keeping up with legal/regulatory changes.
- Policy/Expectations: Reviewing legal counsel expectations.

IV. Strategic Planning

Development of draft elements for a 3-year strategic plan. Focus areas included public safety, community engagement, infrastructure development, and economic growth.

A. Important Themes

- Public safety
- Community
- Small-town feel
- Culture of service, kindness, and commitment

B. Goals

- Smart city initiatives

- More development, particularly downtown
- Tree City USA / TX Scenic City designation
- Maintain great schools
- Establish Tomball as a destination city with music venues and entertainment
- Create longer stay attractions and commerce opportunities
- Build a convention center
- Develop S Live Oak partnerships
- Enhance infrastructure

C. Mission and Vision

- Alignment on the city's mission and vision statements.
- Emphasis on maintaining Tomball's small-town feel while embracing growth and modernization.

D. We Are A (blank) Community

- Fiscally Responsible
- Community-centric
- Safe
- Dependable (services)
- Vibrant

1. Fiscally Responsible

- Properly prioritize capital projects
- Staff the right number and quality of people
- Manage debt structure
- Regularly review revenue forecasts

2. Community-Centric

- Preserve small-town feel
- Display and record heritage
- Balance growth
- Expand community amenities/engagement
- Strengthen community partnerships
- Enhance communication

3. Safe

- Maintain police staffing levels
- Expand traffic safety programs
- Meet NFPA 1710 standards
- Improve emergency communication and public education
- Dependable Services:
 - Ensure reliable water, wastewater, storm, and gas services
 - Coordinate with the county on services
 - Maintain parks, right of ways, and streets
 - Communicate service impacts timely and reliably

4. Vibrant

- Create destinations and attractions
- Diversify events and activities
- Promote health and wellness initiatives
- Enhance entertainment options
- Develop arts and cultural areas

V. Action items

A. City Manager

- Update and incorporate any new objectives into the strategic plan.
- Provide draft of updated plan to Council for further discussion and/or adoption.

B. Mayor

- Facilitate ongoing communication between the council and staff.
- Champion the strategic priorities in public forums and council meetings.
- Support initiatives that align with the city's mission and vision.

C. Council Members

- Actively participate in follow-up meetings to refine and approve the strategic plan.
- Engage with constituents to gather feedback and ensure alignment with community needs.
- Uphold commitments made during the planning session, fostering a culture of respect and collaboration.

D. Staff

- Operationalize the core values of professionalism, integrity, and respect in daily activities.
- Maintain open lines of communication with the council, providing updates and feedback.
- Implement departmental action plans that support the overall strategic goals of the city.

VI. Updated recommended focus areas

A. A Livable City

- Preserve our small-town feel
- Seek, display, and record heritage
- Balance our growth
- Expand our community amenities and engagement
- Ensure the consistent and reliable delivery of water, treatment of wastewater, conveyance of stormwater, and delivery of gas service
- Ensure the timely and reliable communication of service impacts
- Create and promote health and wellness initiatives

B. A Connected City

- Strengthen and develop our community relationships
- Promote communication
- Coordinate with Harris County on services

C. An Effective City

- Properly prioritize capital projects
- Staff the right number and quality of people
- Manage the debt structure
- Regularly review revenue forecasts

D. A Safe City

- Maintain police staffing at 3.3 officers per 1,000 citizens
- Expand our system to meet National Fire Protection Association 1710
- Expand system to meet response goals
- Improve community communications programs for emergency use

E. A Fun City

- Promote destinations and attractions
- Diversify our events and activities
- Create more entertainment options
- Encourage and develop arts and cultural areas

Addendum 1
March 2025

Strategic Planning Session – March 2025

I. Executive Overview

On March 28, 2025, city leadership convened for a strategic planning workshop focused on strengthening governance, rebuilding public trust, and establishing clear priorities for Tomball’s future. The meeting emphasized leadership alignment, effective communication, and strategic decision-making to address key challenges facing the city. The following summarizes discussions, agreements, and action items from the workshop.

Participants

- Mayor
- City Council Members
- City Manager and Assistant City Manager
- Department Heads
- Facilitators: Kelley Moore and David Esquivel

Key Objectives

- **Building Trust and Public Perception:** Addressing Tomball’s reputation and fostering a positive civic culture.
- **Strategic Priorities:** Creating a unified vision for growth, securing infrastructure funding, and investing in city buildings.
- **Governance Efficiency:** Clarifying the Council’s role in policy-setting and oversight while empowering staff to execute effectively.
- **Leadership Commitments:** Promoting candid communication and a pledge to ethical, collaborative decision-making.

II. Strategic Planning Outcomes

Through collaborative discussion and thoughtful reflection, Tomball’s City Council and department directors identified the most pressing strategic priorities and challenges shaping the city’s future. The conversation centered on defining a unified vision for growth, securing sustainable infrastructure funding, and investing in city facilities to support workforce excellence. At the same time, participants acknowledged several ongoing challenges, including development pressures, infrastructure demands, public engagement, and workforce retention. The workshop also underscored the importance of clearly defined roles between council and management, reaffirming a shared commitment to respectful leadership, open communication, and aligned decision-making to guide Tomball forward.

Top Priorities Identified

Following extensive discussion, council and directors agreed on three core strategic priorities.

- **Unified Vision for Growth:** Establishing a clear, shared direction for sustainable development.
- **Infrastructure Funding:** Ensuring financial sustainability for essential public services and city growth.
- **City Buildings:** Investing in and renovating city buildings to enhance employees’ work performance and attract new talent.

Challenges Facing Tomball

Participants identified several key challenges, grouped as follows:

- **Growth & Development:**
 - Lack of a unified vision for city growth.
 - Balancing residential and commercial expansion with zoning regulations.
- **Infrastructure:**
 - Funding and capacity for utilities, roads, and drainage.
 - Traffic and transportation planning.
- **Public Perception & Engagement:**
 - Addressing concerns about governance transparency.
 - Strengthening citizen involvement and trust in leadership.
- **Recruitment & Retention:**
 - Attracting and retaining talent in the city workforce.
 - Managing the cost of living for employees and residents.
- **Public Safety & Facilities:**
 - Ensuring continued investment in emergency services and City buildings.

Governance and Leadership Alignment

The workshop reinforced the importance of clearly defined leadership roles and responsibilities between elected officials and city staff to support effective decision-making, while also emphasizing the need to avoid overreach into execution. This distinction is essential to enhancing operational efficiency and building mutual trust. Participants agreed to adopt key principles of effective leadership and communication to strengthen collaboration across all levels. Three core governance zones were identified to support alignment:

- **Vision & Policy (Council):** Setting long-term priorities, approving budgets, and defining policies.
- **Execution & Operations (City Manager & Staff):** Managing daily city functions, implementing policies, and overseeing departments.
- **Oversight & Accountability Zone (Shared):** Evaluating city performance and ensuring transparency.

In addition to structural clarity, participants committed to a shared leadership mindset by embracing the following principles for effective collaboration:

- **Candid and Truthful Communication:** Foster honest discussions with integrity and clarity.
- **Respect and Civility:** Uphold professionalism, even in difficult conversations.
- **Unified Decision-Making:** Align on policies and priorities before public discussions.
- **Flexibility and Adaptability:** Address evolving challenges with a solutions-focused approach.

III. Implementation & Accountability

Building on the outcomes of the strategic planning workshop, City Council and staff are committed to translating shared priorities and leadership principles into action. The following immediate and long-term steps will guide implementation, foster accountability, and ensure alignment with Tomball's vision for the future.

- **Dissemination of Strategic Priorities:** Council and city leadership will integrate workshop

outcomes into upcoming meetings and communications.

- **Regular Check-Ins:** Implement biannual reporting to track progress toward strategic priorities.
- **Enhanced Public Engagement:** Launch increased outreach efforts to rebuild public trust and promote transparency in governance.
- **Infrastructure Planning:** Initiate feasibility studies to explore funding mechanisms and development strategies for priority projects.
- **Council–Staff Collaboration:** Establish structured processes to support coordinated decision-making and effective issue resolution.

Long-Term Vision

As Tomball continues its trajectory of growth, city leaders remain committed to maintaining a high quality of life, ensuring fiscal responsibility, and fostering a culture of respect and collaboration. This strategic framework will serve as a living document, guiding policy decisions, operational priorities, and community engagement while allowing the city to adapt to emerging challenges and opportunities.

IV. Conclusion

The March 28, 2025, strategic planning workshop reaffirmed the City of Tomball’s dedication to effective governance, collaborative leadership, and sustainable development. By embracing a shared vision, strengthening leadership alignment, and focusing on strategic priorities, Tomball is well-positioned to achieve meaningful progress and long-term success.

Action Strategies

**STRATEGIC PLAN
ACTION ITEMS
2025-2026**

(green text) – denotes new / updates

Action Strategies will be updated and added throughout the fiscal year.

Focus Area: A Livable City	
<i>Strategies that promote the livability of Tomball for residents and encourage business growth.</i>	
Strategic Initiatives	Action Strategies
Enhance beautification efforts in targeted areas across city.	<ul style="list-style-type: none"> Implement aesthetic and beautification projects for Four Corners and Main Street to be incorporated into the FM 2920 reconstruction project. Standardize all street signs and sign poles throughout city and replace as needed. Enhance property maintenance and aesthetic requirements.
Enhance and beautify city gateways and entryways.	<ul style="list-style-type: none"> Design and implement entryway monument program. Explore Green Ribbon grant opportunities with TXDoT for medians and rights-of-way. Work with developers at key locations to incorporate enhanced design aesthetics. Explore ways to increase public art and cultural amenities. Develop formal wayfinding sign program to be implemented across parks, parking lots, and pedestrian/visitor areas.
Improve existing park facilities and enhance natural features.	<ul style="list-style-type: none"> Complete the implementation of the Theis Attaway Nature Center. Support initiatives that promote the health and wellness of the community. Create destinations and attractions for residents. Develop a tree protection ordinance.
Update long-range planning and visioning documents and develop implementation plans to foster sustainable growth and development.	<ul style="list-style-type: none"> Seek funding to update and implement the Livable Centers Downtown Plan. Update model codes as necessary to encourage safety in the built environment. Adopt updated Comprehensive Plan. Update existing development codes and integrate into a Unified Development Code.

Provide programs and resources to support business growth and development.	<ul style="list-style-type: none"> • Work with TEDC to develop infrastructure and provide resources to encourage small businesses, retail, and sustainable commercial growth. • Diversify city-sponsored events.
Implement and enhance community heritage	<ul style="list-style-type: none"> • Display and record community heritage.

Focus Area: A Connected City

Strategies that increase mobility and expand, maintain, or enhance public infrastructure

Strategic initiatives	Action Strategies
Expand water, wastewater, and gas utility systems to meet the demands of growth and replace aging infrastructure.	<ul style="list-style-type: none"> • Seek out grants and other funding sources for capital and infrastructure needs.
Expand and improve drainage infrastructure.	<ul style="list-style-type: none"> • Seek out grants and other funding sources for capital and infrastructure needs. • Expand and prioritize maintenance of parks, rights of way, and streets. • Adopt updated Master Drainage Plan.
Continue development of east/west connections, including sidewalks and trails.	<ul style="list-style-type: none"> • Work with developers to increase pedestrian connectivity when possible. • Develop sidewalk plan and identify possible funding for key sidewalk improvements. • Incorporate trails identified in Parks Master Plan into future capital programs. • Seek grants for the funding of infrastructure projects whenever possible.
Update visioning documents for road/street development and invest in high priority-high traffic areas.	<ul style="list-style-type: none"> • Explore options for sustainable funding mechanisms for roadway enhancements. • Prioritize the CIP projects.
Coordinate with outside agencies to improve infrastructure.	<ul style="list-style-type: none"> • Work with TXDOT to design and construct the Main Street/FM2920 project and the remaining segments of FM 2920. • Work with Harris County Precinct 3 and 4 and Harris County Flood Control District on improvements to key corridors, channels, and basins.
Strengthen our existing community partnerships	<ul style="list-style-type: none"> • Communicate service impacts in a timely and reliable fashion.

Focus Area: An Effective City

Strategies that foster innovation and a sustainable municipal government operation

Strategic Initiatives	Action Strategies
Enhanced transparency of City operations and functions and encourage citizen participation	<ul style="list-style-type: none"> • Develop a new Tomball citizen academy (for general city operations). • Update and maintain information on City’s website with a focus on the most accessed information and pages. • Establish a system for regular review of the City Charter. • Establish an effective records management program for all City records.
Work with Boards and Commissions to involve members in the implementation of long-term plans	<ul style="list-style-type: none"> • Develop training materials and hold training sessions with each board. • Department orientations for newly elected or appointed officials.
Provide support, clarity, and resources to City staff to ensure everyone can effectively perform their job duties	<ul style="list-style-type: none"> • Develop formal onboarding and offboarding procedures for staff. • Ensure that the city is always staffed at the appropriate level in proportion with its growth.
Develop five-year IT roadmap to enhance cybersecurity, project hardware and software needs, and reduce the overall cost of operations through IT tool deployment	<ul style="list-style-type: none"> • Work with departments to establish software and hardware needs and consolidate redundant systems whenever possible. • Conduct bi-annual penetration testing followed up with a network security review.
Complete development of needed financial studies, plans, and audits to ensure the long-term health of Tomball finances	<ul style="list-style-type: none"> • Expand reporting of the City’s financial forecasting of revenues and debt.
Plan for future staffing and facility needs	<ul style="list-style-type: none"> • Continue to identify potential employees and provide opportunities for them to learn and develop. • Enhance succession planning efforts.

Continue to use development financing tools, when applicable, to foster development and ensure developments comply with financial and legal requirements	
Develop strategies to continue operations during emergencies, operational system outages, or economic downturns	<ul style="list-style-type: none"> • Develop departmental continuity of operations plans to prioritize restoration of service in the event of an emergency or system outage.
Focus on the City’s core values, which are Professionalism, Integrity, and Respect, in all aspects of operations and service delivery	<ul style="list-style-type: none"> • Maintain best practices and accreditations across City departments. • Update and document key documents, policies, and procedures and conduct regular reviews. • Provide regular feedback, coaching, and training to employees.
Recruit and retain high-performing employees	<ul style="list-style-type: none"> • Strengthen the City of Tomball employer “brand” and explore incentives to encourage recruitment and retention of highly qualified employees.

Focus Area: A Safe City

Strategies that enhance and preserve public safety and uphold community values

Strategic Initiatives	Action Strategies
Enhance public safety services to meet community growth and needs	<ul style="list-style-type: none"> Enhance capabilities of Fire Prevention and Operations divisions. Coordinate with ESD #15 regarding fire service area and community needs. Improve emergency communication and education.
Encourage youth and community involvement in public safety	<ul style="list-style-type: none"> Expand youth programs in public safety. Coordinate with Tomball ISD and Lone Star College-Tomball on internships and educational programs. Re-establish the Tomball Police Department citizen academy. Enhance the community relations missions and fire prevention education.
Address growing traffic safety concerns	<ul style="list-style-type: none"> Use speed trailers and other resources to prioritize education. Develop new traffic initiatives and enforcement strategies. Expand existing traffic safety programs.
Reduce substandard property features and encourage property maintenance and advanced aesthetics across Tomball homes and businesses	<ul style="list-style-type: none"> Develop business and residential Yard of the Month program to encourage property maintenance. Implement property maintenance and code compliance missions to address regular violations and targeted areas.
Work with Tomball partners and nonprofit agencies to support vulnerable populations	
Enhance emergency preparedness and emergency management capabilities	<ul style="list-style-type: none"> Hold tabletop and training exercises to prepare staff for emergency situations. Use technology to enhance public warning systems and provide real time data to public officials.

Focus Area: A Fun City	
<i>Strategies that develop Tomball as a family-friendly, fun-filled community with amenities for all ages</i>	
Strategic Initiatives	Action Strategies
Develop a long-term plan for the development of parks and recreation programs	
Develop engaging content for web and social media	<ul style="list-style-type: none"> • Update social media policies and guidelines. • Train staff on tools and resources and use user-driven data to develop and update content. • Schedule to post engaging and informative items for residents and visitors. • Establish webpage review process for Departments to engage in online content. • Provide engagement reports to Departments and develop plans to update outdated content across website.
Further develop amenities, activities, and programs to draw visitors to Old Town Tomball	<ul style="list-style-type: none"> • Develop new festival, event, or program ideas to engage new audiences. • Find new ways to attract visitors to Old Town.
Develop partnerships to foster the growth of events, promotions, and activities in Tomball	<ul style="list-style-type: none"> • Develop event sponsorship program to encourage local participation in events. • Continue coordination with local hotels to determine success of visitor attraction and marketing programs. • Work with other entertainment-focused local entities to build on visitor-attracting events.
Explore new marketing avenues and opportunities to attract young visitors, residents, and businesses to Tomball	<ul style="list-style-type: none"> • Create brand standards and style guide. • Develop an overall marketing and communications plan for City and Tomball Texan for Fun. • Hold regular discussions with hotel managers regarding what is attracting people to Tomball.
Establish a plan to enhance the Tomball information center	<ul style="list-style-type: none"> • Develop marketing and communications plan. • Brainstorm interactive elements that could be incorporated into the Information Center or ways to program the space.
Diversify city events	

APPENDIX (2024)

Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analyses

City Council

Strengths

- We have a great sense of community which motivates togetherness.
- Our citizens and staff are united in their love for Tomball.
- Sometimes there are unintended results of our past decisions which positively affect us.
- We make careful, informed decisions.
- Our farmer's market is thriving.
- The Chamber of Commerce is active in the business community.
- We have a safe community with low violent crime and active policing.
- Both our citizens and our staff are engaged in their community.
- Our marketing program is strong and dynamic.
- The Tomball Economic Development Corporation is wealthy and able to invest in the community.
- Our commercial structures are welcoming and numerous.
- Citizens are comfortable voicing their opinions.
- Our staff is professional and committed to careful planning and execution.
- We have done a good job of thinking ahead eight-to-ten years.
- Our utilities system provides citizens access to essentials and gives the City a vital line of revenue.
- We have beautiful parks.
- Tomball Emergency Assistance Ministries is present and able to provide essential items to Tomball.
- The Tomball Independent School District is excellent.
- The Lonestar Community College is a boon to the community by offering inexpensive education beyond high school.
- Tomball's hospital provides high quality care to our whole city.

Weaknesses

- The growth of our revenues is limited by a variety of factors including state law, the expansion of our utilities network, and random factors such as rainfall.
- Uncertainty about the timing and pace of future development in Tomball complicates advanced planning.
- As we expand, we have fewer and fewer green spaces.
- Due to the supremacy of state law, there are limited measures we can take without state intervention.
- With the expansion of social media, it has become increasingly hard to combat misinformation about city programs.
- As our organization expands, we are bound to encounter conflicts of personality.
- We must continue our efforts to find new ways to communicate with our citizens.
- We would prefer to avoid over-legislating Tomball.
- While some of our decisions have unintended consequences that are positive, others are negative.
- We must have sound policies that do not prevent us from efficiently executing our jobs. This means being "policy sound not policy bound."

Opportunities

- As much as keeping our trees is a challenge, it also presents an opportunity to continue beautifying our neighborhood.
- By building out walking trails and fitness equipment, we can give our citizens more opportunities to keep fit.
- We can work with other agencies to help improve our community.
- Our radio station can and should be utilized in new and creative ways.
- With a changing demographic comes new ideas about how we do things.
- There are many active people in the city limits. This means that we have even more opportunities to get them involved in City events.
- With some work, we can become a Texas Scenic City
- Through partnerships with other organizations and our citizens, we can invest in improvements to revitalize downtown.
- Wherever we have growth, we also have an opportunity to improve upon that growth and anything that was there before.
- It is possible that we can use artificial intelligence to help streamline City functions.
- We can continue expanding our utility system until we can provide for everyone in the City limits.
- In addition to expanding our systems, we can also update them.
- With growth, we will also have the opportunity to expand our public safety systems.
- Innovative forms of messaging can revolutionize how we interact with our citizens.

Threats

- The current direction of the Texas state government in relation to its cities' autonomy risks inhibiting our growth.
- When we educate our citizens, we must be careful that we speak with one voice and do not unintentionally mislead them.
- We must be careful to ensure that rumors regarding the City, its departments, and related organizations do not overshadow the truth about these organizations and mislead our citizens.
- We have to be careful that opposition to development does not hamstring our ability to respond when it does come.
- We would like to do everything in our power to preserve our trees while continuing expansion.
- Tomball is a safe city, and we would like to keep it that way.
- Our infrastructure needs are growing, and it is difficult to keep up with the costs of a constantly expanding list of projects.
- Texas Senate Bill 2 has greatly reduced the latitude given to the City in its affairs.
- The State government can and, at times, does interfere with City-level issues.

City Manager's Office

Strengths

- The organizational structure of our department allows it to function efficiently for both our staff and citizens.
- Our staff is dedicated to the improvement of Tomball.
- Our department's endeavors are strengthened by the support and partnership of the community.
- The strength and diversity of our local economy is great.
- Our department continues to be a healthy and welcoming environment for our staff.
- The financial position of our department is excellent.
- Internal and external communication within our department is effective.

Weaknesses

- The maturation of our department has brought growing pains.
- Leadership turnover hinders our functionality.
- As our staff undergoes changes, we need to create an identity consistent with our departmental goals.
- As our department expands, our projected needs outpace current revenue growth.
- Given our expected growth, we must increase recruitment to match our needs.
- The physical state of our facilities doesn't match the advancement of our department.
- While our current modes of communication work well, there is always room for improvement.

Opportunities

- With the growth of our department and the nature of our work, we can prioritize staff development and cross-training.
- We have the opportunity to review and update policies and procedures based on our previous performance.
- Advancements in technologies such as artificial intelligence (A.I.) can increase the efficiency of our work.
- We can prepare for the future strategically by reviewing, prioritizing, and planning effectively.

Threats

- State and federal-level directives that do not have any funding behind them force us to bear the upfront costs of changes without any support from the responsible agencies.
- Given the unpredictable economy, we must be aware of how it effects our costs and recruitment.
- Our department must be watchful for natural and man-made emergencies and their effect on our community.
- Both stability and instability on council and in staff can pose a threat. High turnover means we lose institutional knowledge, but having no change means that we could become stuck in our way of doing things.

Tomball Police Department

Strengths

- Our strong police force and civilian work force are dedicated to assisting our City and performing their jobs effectively.
- We are proficient in data-driven analysis of crimes and traffic problems.
- Our department has ample support for a broad range of planned initiatives.
- Our organization is accredited by the Texas Police Chiefs Association (TPCA) for our modern policies and best practices.

Weaknesses

- The growth of our patrol team is hindered by higher-paying agencies in the Houston area and a nationwide shortage of officers.
- Follow-up investigations are particularly difficult because most suspects tend to be non-Tomball residents.

Opportunities

- With the growth of surrounding agencies, we have the opportunity to strengthen inter-organizational relations to hone crime-fighting abilities.
- We can utilize flock cameras in the area to quickly identify criminals and their patterns as well as City crime trends.
- We have the opportunity to increase recruitment, community engagement, and awareness through a strong social media presence and a fully staffed community relations team.

Threats

- As the number of thefts from stores in the area rises, we must encourage better communication between our department and those stores.
- With growing infrastructure, we must monitor key intersections closely due to the recent spike in major traffic accidents.
- Our current resources do not match the needs of Tomball's unhoused population.
- Our department's current staff is not sufficient for an increasing call volume.

Tomball Fire Department

Strengths

- Our access to high-quality technology helps our responses to be prompt and thorough.
- Each apparatus and piece of gear is in peak condition.
- We have positive relationships with our ESD and partners.
- Our firefighters receive significant training.
- The health and wellness of our firefighters continues to be high priority.

Weaknesses

- We need additional support staff.
- Our facilities are old and aging.
- Apparatus maintenance is tasking and complicated.
- Growing development makes service challenging with limited staff.
- Our current software is approaching the end of its lifespan.
- We need to improve our fire prevention programs.
- We have limited experience among staff.

Opportunities

- With emboldened recruitment efforts, we can increase administration and prevention staff.
- We have the opportunity to improve in-house training opportunities.
- We can increase fire prevention and life safety programs in the City.
- We can cross train suppression and prevention staff.
- With grant funding, we can improve our department's functions.

Threats

- The cost of our equipment and facilities is increasing.
- We need to improve recruitment and retention of personnel.
- We often compete with Emergency Services Districts (ESDs) for new talents.
- Our facilities do not match the needs of our department.

Public Works – General Fund

Strengths

- Our staff is dedicated to offering quality service to our citizens.
- We are adept with equipment operation and technology.
- Our staff has a professional attitude when dealing with customers.
- Our department is self-sufficient and can perform smoothly in times of crisis.
- We have fostered a strong, supportive relationship with the community.
- New developments in technology greatly improve our systems and functions.
- Our department collaborates well with other government agencies.
- Department leadership provides ample support for its staff.

Weaknesses

- The infrastructure in older parts of the City is outdated and insufficient for our growing community.
- With the City's growth, we are struggling to conserve park space for our citizens.
- We rely on outsourcing services to handle solid waste.
- Other government agencies outside of Tomball can inhibit our operations.
- Our function is limited by funding.
- Our facilities are aging and less resistant to damage.

Opportunities

- With effective planning, we can expand and enhance City infrastructure.
- The growth of our department can give us room to hire staff with experience and great skillsets.
- We can replace older equipment to match the needs of our operations.
- We can develop progression plans to improve staff and leadership.

Threats

- The quality of our service must match increased demands caused by the growth of City streets, drainage corridors, and rights of way.
- As cost of materials and construction increases, we need to be frugal with our purchases.
- The City's susceptibility to flooding is a threat to infrastructure development.
- There is increased competition for staff in both the public and private sector.
- Without improvement to our facilities, we will continue to be hindered in our function and performance.

Public Works – Utilities

Strengths

- We have a dedicated staff.
- We are in compliance with all relevant regulations.
- Our current system has met demand from the public.
- Our system continues to expand, and we estimate that we will be able to meet our delivery timelines on all high-priority projects.
- The staff has a high level of skill in operations and technology, and we also have strong customer service skills at our disposal.
- We have a reputation of delivering a high level of service.
- Support from our leadership remains strong.

Weaknesses

- Our water, wastewater, and gas infrastructure has a majority age of over fifty years.
- There is significant inflow and infiltration in the wastewater collection system.
- There are certain “hot spots” in the water system model.
- An uneven flow to the North and South Wastewater Treatment Plants.
- Our staff continues to need specific certifications and licenses.
- We face unfunded mandates from the TCEQ and EPA that puts strain on our system.

Opportunities

- We can upgrade our infrastructure through the master planning process.
- Our city limits contain a variety of water supplies such as ground and re-use water.
- We can continue to formalize our policies and procedures through operations and maintenance manuals.
- As we grow, we can add new skillsets and talent to our roster.
- Asset management can always be improved to help us execute work orders.
- When planning out infrastructure we must continue to act strategically and intentionally.
- Open communication and transparency both internally and with the public can continue to strengthen the department.

Threats

- As the city grows, we face increasing needs to provide water for new people. Our number of water connections has increased from 4,000 in 2019 to 6,000 in 2024.
- Unfunded mandates from higher agencies puts additional strain on our system.
- Costs for building materials have risen 15-30% since 2019.
- With every retirement we lose a little institutional knowledge.
- We are in competition with other agencies for specialized staff.
- The growth of the city is outpacing our ability to respond to needs.
- With time, our operations are requiring an increasing amount of specialization.
- Emergencies, both natural and man-made, threaten our operations.

Finance Department

Strengths

- Our staff is dedicated and works together cohesively.
- Our department has well-defined roles while also allowing room for flexibility when needed.
- Our staff is eager to learn and grow in their respective roles.

Weaknesses

- We are hindered by a lack of formalized processes and procedures.
- Lack of dedicated backup personnel for critical functions leaves holes in our operating.
- The tenure of our staff is short, averaging only two years.

Opportunities

- With the enthusiasm of our staff, we have the ability to develop them and expand their knowledge.
- We have the ability to implement best practices and develop corresponding policies.

Threats

- Turnover heavily impacts our department's operations and ability to meet demand.
- The growth of the city has led to an increased workload for our employees.

City Secretary's Office

Strengths

- We provide excellent internal and external customer service.
- Communication within and without the department is strong.
- Our team members are reliable.
- Collaboration continues to lend heavily to our success as a department.

Weaknesses

- Our city-wide Records Management Program needs more attention and expansion
- There is currently no onboarding or orientation for our City Council or Boards and Commissions members.
- There is little opportunity for growth within the department.
- External collaboration poses a challenge.

Opportunities

- We can develop a succession plan for when our staff starts to move on.
- Technology offers us aid through programs such as Municipal Justice 10, JustFOIA, and Records Repository.

Threats

- Litigation challenges the City.
- The actions of the state legislature impose additional burdens on the department.

Community Development

Strength

- Our staff members have great attitudes about work.
- We provide exceptional customer service to citizens.
- Our staff maintains a strong camaraderie with one another.
- Our staff is quick and eager to learn.
- Our team's communication is consistent and effective.

Weaknesses

- Our current staff is light on experience.
- We lack consistent succession planning for the future of the department.

Opportunities

- We have the opportunity to lessen our workload with the help of new technology.
- Our current organization gives us the chance to identify inefficiencies at a smaller scale.
- The growing workload can teach our staff to work smarter, not harder, in order to match demands.

Threats

- Our department must grow to provide appropriate customer service to our developing City.
- Leadership and employee turnover stalls the work of the department.
- Our staff is often unsure how to approach work outside of their assigned duties.
- The size of our department leaves leadership too busy to delegate tasks and lead employees.
- Our office environment is not conducive to close teamwork.

Marketing & Tourism

Strengths

- We have open communication and strong connections with the members of our team.
- We are able to exercise our personal creativity while making it relevant to marketing efforts.
- Our staff is accountable on projects, events, and task-related strategies.
- Regular, positive engagement with community members contributes to a more effective marketing environment.
- Compared to other agencies, we have adapted well to evolving technologies and used them as tools to gain a competitive advantage.

Weaknesses

- A lack of technical skills in radio operations could hinder our ability to leverage new opportunities effectively.
- Keeping up with industry trends, consumer preferences, and the competitive landscape requires continuous learning and research.
- We have a lack of staff to properly execute projects and initiatives.

Opportunities

- We continuously develop our skills through online courses, industry conferences, and certifications.
- Single points of failure can be eliminated through cross training and succession planning.
- By allowing the support of A.I. technology, we can increase our efficiency.
- Gaining access to analytic tools for insights into consumer behavior, campaign performance, and market trends could be huge.
- We can engage our audience with surveys to gather new ideas on the public's interests.

Threats

- Our volunteer staff at the Depot could depart at any time.
- Future budget constraints risk hamstringing the department.
- With a changing public face for the city, we could face backlash.

Information Technology

Strength

- Our staff have a great capacity to learn and utilize new technology.
- We have experience with the remediation of major technological events.
- Current department policies enhance our users' experiences.
- Our staff communicates well when working on projects.
- We have standardized equipment across all City operations.
- Our department is ready for audits and reviews at any time.
- We created effective fallback systems to consistently provide excellent technological services.

Weaknesses

- We lack backup staff and succession planning.
- Current personnel are unfamiliar with project development.
- Our innovation may stall due to a lack of knowledge in new technologies.
- Our IT policies are currently limited.
- The City system has some vulnerabilities.

Opportunities

- New technologies give us the opportunity to develop the knowledge of our team.
- The nature of IT allows us to form strong relationships with other departments.
- We can continue to foster project management skills among our staff.
- We will continue to implement audit recommendations.

Threats

- Incorporating newer technologies can bring more risks to current systems.
- It may be difficult to provide solutions to new technologies.
- Implementing new technology may have a high monetary cost.
- We must be aware of which new software is peer-reviewed and which may be malware.
- Providing new solutions may leave vulnerabilities in the current system.

Human Resources

Strengths

- We have a robust schedule of city-wide engagement events and initiatives. This included ten launched in FY23.
- Clear and consistent communication helps our employees remain in-the-loop.
- We continue to improve our hiring processes.
- An employee-focused outreach and participation structure helps our staff feel appreciated.
- Our strong benefit administration philosophy ensures our staff is taken care of.
- Investing in our leadership and staff training and development continues to contribute to the overall productivity and quality-of-life for City staff.

Weaknesses

- There is a learning curve and ongoing acclimation for less-tenured leadership and staff.
- Our risk management programs and policies need review.
- A current lack of standardized procedures needs addressing.

Opportunities

- We must focus on a “whole employee investment.” This means providing compensation and benefits, health and wellness, and career development.
- Providing meaningful employee perks and benefits such as alternative work schedules and pre-paid legal services would make us more attractive as an employer.
- Impactful employee recognition and appreciation events and activities help retain staff.
- Technology can be leveraged to help smooth operations.
- All-around improvements to our recruiting and retention efforts would help make the City a more coveted employer and help us keep our current staff.
- By fostering the trust and the empowerment of our staff, we create a work environment that people truly want to be a part of.

Threats

- Comparable municipalities with more appealing or competitive roles and benefits can take our current staff and deprive us of future applicants.
- Employee turnover remains a trouble for our institution.