



1111 Bayou Road
La Marque, Texas
409-938-9202

Mayor Bobby Hocking

Mayor Pro-Tem Keith Bell- District A

Councilmember Chris Lane- District B

Councilmember Robert Michetich- District C

Councilwoman Casey McAuliffe- District D

ORDINANCE NO. O-2019-0021

RESOLUTION NO. R-2019-0025

**CITY OF LA MARQUE
REGULAR CITY COUNCIL
AGENDA
of
SEPTEMBER 9, 2019**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Regular Meeting on Monday, September 9, 2019, immediately following the Workshop which begins at 6:00 p.m. or at 7:00 p.m. at 1109-B, Bayou Road for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) PRESENTATIONS/ PROCLAMATIONS/INTRODUCTIONS

- a. Proclamation - National POW/MIA Day
- b. Proclamation - Constitution Week
- c. Presenting of Plaque - Khambrel Foundation (Teen BIZ 2019)
- d. Presenting of Plaque - Chick fil A (Teen BIZ 2019)
- e. Employee Recognition - Excellent Customer Service Award (Sergeant Richard Garcia)
- f. Employee Recognition - Excellent Customer Service Award (Chaise Cary)

(4) MINUTES

- a. City Council Public Hearing- CDBG Minutes of August 19, 2019
- b. La Marque Employee Benefits Trust Meeting Minutes of August 19, 2019
- c. City Council Special Meeting Minutes of August 19, 2019
- d. City Council Special Meeting Minutes of August 26, 2019

(5) CONSENT AGENDA (All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate

discussion of these items unless a Councilmember requests an item be removed and considered separately.)

- a. Consider recommendation to adopt Ordinance No. **O-2019-0017**, making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2019 and ending September 30, 2020 appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; and adopting the annual budget for the City of La Marque 2019-20 fiscal year - Finance Director S. Kou **THIS IS THE FIRST READING**
- b. Consider recommendation to adopt Ordinance No. **O-2019-0018**, levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2019 tax year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid - Finance Director S. Kou **THIS IS THE FIRST READING**
- c. Consider recommendation to adopt Ordinance No. **O-2019-0019**, amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges - Finance Director S. Kou **THIS IS THE FIRST READING**
- d. Consider recommendation to adopt Ordinance No. **O-2019-0020**, amending Appendix A, Schedule of fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed water and sewer rates effective with October 2019 billing - Finance Director S. Kou **THIS IS THE FIRST READING**
- e. Consider recommendation to adopt Ordinance No. **O-2019-0021**, approving a request to re-zone from R-1 Single Family Residential to L-1 Light Industrial a tract of land containing 1.2449 acres (54,226 square-feet), situated in the John D. Moore League, Abstract 150, Galveston County, Texas, being out of Lot 30, Division "H", in Cook and Stewart Subdivision, recorded in Volume 81, Page 526, in the office of the County Clerk of Galveston, Texas being all of a tract of land conveyed to Kurt W. Dohman and Judy B. Dohman by deed recorded under County Clerk's File No. 2015001297 of the Official Public Records of Galveston County, Texas (Lake Road at Charity) - Development Services Coordinator S. Sutton **THIS IS THE FIRST READING**
- f. Consider recommendation to award **RFQ #19-01** and approve a contract to ADICO, Inc. for Engineering Services for Proposed Contract Funding for the Community Development Block Grant-Disaster Recovery (CDBG-DR) through the Texas General Land Office for Infrastructure and Acquisition projects - City Manager C. Jackson
- g. Consider recommendation to adopt Resolution No. **R-2019-0023**, authorizing the City Manager of the City of La Marque, Texas, as authorized signatory for contractual documents pertaining to the Texas General Land Office (GLO);

Texas Community Development Block Grant-Disaster Recovery (CDBG-DR)
Hurricane Harvey DR-4332 – City Manager C. Jackson

- h. Consider recommendation to approve the annual Galveston County Health District Water Pollution Control and Abatement Contract for services provided including City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations in the amount of \$13,067.00 - Interim Public Works Director C. Cary
- i. Consider recommendation to approve the contract for Bid **LM #06-20** to Oriental Building Services, Inc. for janitorial services in the amount of \$32,393.88 – Assistant to the City Manager C. Warren
- j. Consider recommendation to award Re-Bid **LM #02-20** and approve a contract to Parrish & Parrish Tractor Service for Lawn Care Maintenance of City Facilities and Parks in the amount of \$76,475.00 – Assistant to City Manager C. Warren
- k. Consider recommendation to adopt Resolution No. **R-2019-0024**, nominating Bruce Clawson to appear on the ballot of the Board of Directors of the Galveston Central Appraisal District for two-year terms, beginning January 1, 2020 through December 31, 2021 - Mayor Hocking
- l. Consider recommendation to adopt Resolution No. **R-2019-0026** awarding **RFQ #19-02** for Engineering Services to LNV Engineering, and authorize the City Manager to execute a contract with LNV Engineering on Pre-and Post-Award Engineering Services for the Texas Department of Agriculture Downtown Revitalization Grant Program – City Manager C. Jackson

(6) NEW BUSINESS

- a. Discussion/possible action regarding authorizing the purchase of one Spartan 4-door mid-mounted fire pumper through H-GAC Buy in the amount of \$597,242.00 – Fire Chief T. Weidman/Ira Yardley
- b. Discussion/possible action regarding establishing a mechanism for consideration of public expenditures for the La Marque Youth Program Fund – City Manager C. Jackson
- c. Discussion/possible action regarding adopting Resolution No. **R-2019-0025**, approving the issuance of 2019 Series Unlimited Tax Bonds by Galveston County Municipal Utility District #68 – City Manager C. Jackson

(7) EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074

(Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development)

1. Section 551.072/ 551.073 (Deliberations about Real Property/deliberations about gifts and donations) – Discussion of the possibility of land donation
2. Section 551.074 (Personnel Matters) – City Manager’s roles and responsibilities

(8) ACTION TAKEN FROM EXECUTIVE SESSION

1. Discussion/possible action regarding the acceptance of land donation
2. Discussion/possible action regarding the City Manager’s roles and responsibilities

(9) REQUEST AND ANNOUNCEMENTS

Requests by Mayor and Council Members for items to be placed on future City Council agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415. (b), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;*
- (2) information regarding holiday schedules;*
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;*
- (4) a reminder about an upcoming event organized or sponsored by the governing body;*
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and*
- (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.*

(10) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before September 6, 2019, before 5:30 p.m.

Robin Eldridge, TRMC
City Clerk

• • • • • This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or
• • • • • interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office at (409) 938-
• • • • • 9259, or Fax (409) 935-0401, or e-mail cityclerk@cityoflamarque.org for further information.
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**CITY OF LA MARQUE
CITY COUNCIL
PUBLIC HEARING
MINUTES
of
AUGUST 19, 2019**

Public Hearing Minutes of the City of La Marque City Council held on Monday, August 19, 2019, beginning at 5:30 p.m. at 1109-B Bayou Road, La Marque, Texas in regards to the following:

A Public Hearing to receive public comments on the proposed use of Community Development Block Grant - CDBG-DR disaster recovery funds received from the Texas General Land Office for eligible infrastructure and acquisition/buyout proposed project directly related to Hurricane Harvey DR-4332.

(1) CALL TO ORDER

Mayor Hocking called the Public Hearing to order at 5:30 p.m.

(2) ROLL CALL

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A - Absent
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D - Absent

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson	City Manager
Robin Eldridge	City Clerk

Alice Ashley of Provision Specialized Resources, LLC was available for any questions.

(3) AGENDA:

Citizen Participation Guidance:

Most heavily impacted areas tied directly to Hurricane Harvey, that will benefit Low to Moderate Income Citizens.

1. City of La Marque's 2015-2022 Strategic Economic, Community Development Plan, and Citizen Participation Plan.

City of La Marque Allocation:

\$1,485,783.00 for Local Buyout and Acquisition Projects

\$1,447,527.00 for Infrastructure Projects

Eligible Projects Include:

Flood control/drainage projects, Acquisition/Buyout, Stormwater systems, Wastewater systems, Roads/streets, Community centers, Economic Development, Senior Citizen Activities, Job Training, Parks, and Public services/crime prevention.

Proposed Projects:

1. Westlawn Subdivision Stormwater Flood and Drainage Facilities remove/replace/rebuild the existing storm water drainage.
Proposed Cost: \$1,447,527.00
2. Acquisition of 40-acre tract on the Southwest side of I-45/Gulf Freeway for a stormwater runoff detention pond.
Proposed Cost: \$1,485,783.00

Low to Moderate Income Beneficiaries:

1. Woodlawn Subdivision infrastructure project will benefit approximately 77.88% of low to moderate city residents.
2. I-45/Gulf Freeway acquisitions project will benefit approximately 54% of low to moderate city residents.

Mayor Hocking called the Public Hearing at 5:30 p.m.

No one spoke.

Mayor Hocking closed the Public Hearing at 5:31 p.m.

(4) ADJOURNMENT
PUBLIC HEARING ADJOURNED.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

Robin Eldridge, TRMC, City Clerk



**CITY OF LA MARQUE
CITY COUNCIL
LA MARQUE EMPLOYEE BENEFITS TRUST
MINUTES
of
AUGUST 19, 2019**

City Council Minutes of the La Marque Employee Benefits Trust Meeting on **Monday, August 19, 2019 at 5:45 p.m.** at 1109-B Bayou Road for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A- Absent
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D - Absent

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson	City Manager
Robin Eldridge	City Clerk

(3) NEW BUSINESS

- a. Discussion/possible action authorizing the City Manager to execute renewal of the agreement with Gallagher Benefit Services, Inc. as consultant for city employees' benefits in the amount of \$40,000
- ** Councilmember Lane made a motion to authorize the City Manager to execute renewal of the agreement with Gallagher Benefit Services, Inc. as consultant for city employees' benefits in the amount of \$40,000
- ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY**
- b. Discussion/possible action to award United Healthcare as provider for Employees' Medical and Pharmacy Insurance for plan year 2019-20

- ** Councilmember Lane made a motion to award United Healthcare as provider for Employees' Medical and Pharmacy Insurance for plan year 2019-20.
- ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

c. Discussion/possible action to award MetLife as provider for Employees' Life, Dental, and Voluntary Vision Insurance for plan year 2019-20.

- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

(4) ADJOURNMENT

Councilmember Lane made a motion to adjourn the La Marque Employee Benefits Trust meeting at 5:46 p.m. **MEETING ADJOURNED.**

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk



**CITY OF LA MARQUE
SPECIAL CALLED CITY COUNCIL
MINUTES
of
AUGUST 19, 2019**

Special City Council Meeting Minutes of the City of La Marque City Council held on Monday, August 19, 2019, beginning at 6:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Special Meeting to order at 6:00 p.m.

(2) ROLL CALL

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A - absent
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D - absent

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson	City Manager
Robin Eldridge	City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Hocking asked for and speak blessings upon this meeting and pledge allegiance to the flags.

(4) CITIZENS PARTICIPATION

No one spoke

(5) PUBLIC HEARING (S)

- a. Conduct FIRST Public Hearing to hear public input regarding the La Marque FY 2019-2020 proposed budget

Mayor Hocking closed the Special Meeting and called the Public Hearing at 6:00 p.m. Then he shared a point of information - on Tuesday, September 3, 2019

at 6:00 p.m. the City Manager will hold a Town Hall meeting to discuss the proposed budget and proposed tax rate.

1. Geraldine Sam spoke, "With everything you have in the budget and plan to do, I am pleased with everything the City is doing, and the direction the city is moving towards."
- b. Conduct FIRST Public Hearing to hear public input regarding the proposed La Marque FY 2019-2020 tax rate of 0.550764
1. John Bowles, shared his concerns with the proposed tax rate increase. Stated that Harris County offers tax breaks for the elderly and Galveston County does not. He was informed that taxes were frozen at 65 in La Marque and that there hasn't been a tax increase in several years within the City. The school taxes went up last year, after voters approved a bond. He then stated that his home was appraised at a higher rate, and that also caused his payments to increase.
- c. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2019-0014**, creating a Youth Program Fund where annually, Council will designate a mechanism to bring proposed projects or programs for funding from this fund

No one spoke.

Mayor Hocking closed the Public Hearings at 6:07 p.m.

(6) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2019-0014**, creating a Youth Program Fund where annually, Council will designate a mechanism to bring proposed projects or programs for funding from this fund - City Manager C. Jackson **THIS IS THE SECOND AND FINAL READING**
- ** Councilmember Lane made a motion to adopt Ordinance No. O-2019-0014 on the second and final reading.
- ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

(7) NEW BUSINESS

- a. Discussion/possible action regarding adopting Resolution No. **R-2019-0022**, authorizing application submission to the General Land Office (GLO): Texas Community Development Block Grant- Disaster Recovery (CDBG-DR) related to Hurricane Harvey DR-4332 - City Manager C. Jackson
- ** Councilmember Michetich made a motion to adopt Resolution No. R-2019-0022.
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

(8) ADJOURNMENT

- ** Councilmember Lane made a motion to adjourn the Special Meeting at 6:08 p.m.
- ** Councilmember Michetich seconded. **MEETING ADJOURNED**

CITY OF LA MARQUE, TEXAS

ATTEST:

Bobby Hocking, Mayor

Robin Eldridge, TRMC, City Clerk

DRAFT



1111 Bayou Road
La Marque, Texas
409-938-9202

Mayor Bobby Hocking

Mayor Pro- Tem Keith Bell- District A

Councilmember Chris Lane- District B

Councilmember Robert Michetich- District C

Councilmember Casey Mc Auliffe- District D

**CITY OF LA MARQUE
SPECIAL CALLED CITY COUNCIL
Minutes
of
August 26, 2019**

Special City Council Meeting Minutes of the City of La Marque City Council held on Monday, August 26, 2019, beginning at 6:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Special Meeting to order at 6:00 p.m.

(2) ROLL CALL

Bobby Hocking

Keith Bell

Chris Lane

Robert Michetich

Casey Mc Auliffe

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District B

Councilmember, District C

Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson

Robin Eldridge

Ellis Ortego

City Manager

City Clerk

City Attorney

(3) PUBLIC HEARING (S)

- a. Conduct Second Public Hearing to hear public input regarding the proposed La Marque FY 2019-2020 tax rate of 0.550764 – Finance Director S. Kou

Mayor Hocking closed the Regular meeting and opened the Public Hearing at 6:00 p.m.

No one spoke.

- b. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2019-0013**, establishing City Wide Parks User Fees to be assessed in conjunction with all City Utility accounts; amending Appendix A of the Code of Ordinances, City of La Marque to reflect the amount of such user fee
- c. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2019-0015**, establishing the Juvenile Case Manager Fee at \$5.00 per conviction, and adding a new Juvenile Case Manager position to the Municipal Court

Mayor Hocking closed the Public Hearing at 7:26 p.m.

(4) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2019-0013**, establishing City Wide Parks User Fees to be assessed in conjunction with all City Utility accounts; amending Appendix A of the Code of Ordinances, City of La Marque to reflect the amount of such user fee – City Manager C. Jackson
THIS IS THE SECOND AND FINAL READING

** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2019-0013 on the second and final reading.

** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

- b. Discussion/possible action regarding adopting Ordinance No. **O-2019-0015**, establishing the Juvenile Case Manager Fee at \$5.00 per conviction, and adding a new Juvenile Case Manager position to the Municipal Court – Municipal Court Administrator R. Bell
THIS IS THE SECOND AND FINAL READING

** Councilmember Lane made a motion to adopt Ordinance No. O-2019-0015 on the second and final reading.

** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY**

(5) REQUESTS AND ANNOUNCEMENTS

City Manager Jackson issued a reminder to the public that there will be a Town Hall Meeting to discuss the 2019-2020 Proposed Budget and Tax Rate to be held at 1109 Bayou Rod, La Marque, Texas on September 3, 2019 at 6:00 pm.

Mayor Hocking was presented with a gift commemorating the 2019 achievement of becoming the “Longest Sitting Mayor of La Marque, TX” since incorporation.

(6) ADJOURNMENT

** Councilmember Mc Auliffe made a motion to adjourn at 6:06 pm.

** Mayor Pro Tem Bell seconded. **MEETING ADJOURNED.**

• • • • • This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or
• • • • • interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office at (409) 938-
• • • • • 9259, or Fax (409) 935-0401, or e-mail cityclerk@cityoflamarque.org for further information.
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CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019
Prepared by: Suzy Kou

Agenda item: 5a
Reviewed by: Charlene Warren
Charles Jackson

Department: Finance

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Ordinance No. **O-2019-0017**, making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2019 and ending September 30, 2020, appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; and adopting the annual budget for the City of La Marque 2019-20 fiscal year **THIS IS THE FIRST READING**

☒ X

ATTACHMENTS FOR REFERENCE

1. Ordinance
2. City Manager's Proposed Budget Fiscal Year 2019-20 and Council's recommended changes.

STAFF BRIEFING:

- Per City Charter, Council must adopt annual budget no later than September 27th each year.
- Should Council fail to adopt the budget by such date, the budget as submitted by City Manager shall be deemed to have been finally adopted by City Council.

HISTORY: N/A

TARGET IMPLEMENTATION:

September 9, 2019 - Budget adoption on First Reading

September 16, 2019 - Budget adoption on Second and Final Reading

SIGNIFICANT ACTION DATES:

July 15, 2019 - City Manager proposed fiscal year 2019-20 budget

July 22, 23, & 25, 2019 - Council workshops to discuss budget amendments to City Manager's proposal

August 19, 2019 - First public hearing on 2019-20 Proposed Budget

September 16, 2019 - Second public hearing on 2019-20 Proposed Budget

September 9, 2019 - Budget adoption fiscal year 2019-20 First Reading

September 16, 2019 - Budget adoption fiscal year 2019-20 Second and Final Reading



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Item #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Ordinance **O-2019-0017**, making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2019 and ending September 30, 2020, appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; and adopting the annual budget for the City of La Marque 2019-20 fiscal year **THIS IS THE FIRST READING**

FISCAL IMPACT: See 2019-20 budget for details.

ORDINANCE NO. O-2019-0017

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF LA MARQUE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL DUE ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF LA MARQUE FOR 2019-20 FISCAL YEAR

WHEREAS, the budget, appended here as Exhibit "A", for the fiscal year beginning October 1, 2019 and ending September 30, 2020 was duly presented to the City Council by the City Manager and a public hearing was ordered by the City Council and a public notice of said hearing was caused to be given by the City Council and said notice was published in the Galveston County Daily News and said public hearing was held according to said notice and City Charter requirements; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE:

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2019 and ending September 30, 2020 be fixed and determined for said terms in accordance with the expenditures shown in the City's fiscal year 2019-20 budget, a copy of which is appended hereto as Exhibit "A"

SECTION 2. That the budget, as shown in words and figures in Exhibit "A", is hereby approved in all respects and adopted as the City's budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

SECTION 3. That there is hereby appropriated the amount shown in said budget necessary to provide for a sinking fund for the payment of the principal and interest of the bonded debt of said City.

PASSED AND APPROVED by the City Council of the City of La Marque on this the ____ day of _____, 2019 on the First Reading.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on the ____ day of _____, 2019 for the Second and Final reading.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

Ordinance No. O-2019-0017
Adoption of 2019-2020 Budget

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

RECOMMENDED CHANGES FROM CITY MANAGER'S PROPOSED BUDGET ON JULY 15, 2019
Budget 2019-20

Revenues

			<u>Increases</u>	<u>Comments</u>
General Fund	01-3100-00-00	Current taxes revenues	218,075.55	
General Fund	01-3329-00-00	Rental registration revenues	50,000.00	
Debt Service	15-3100-00-00	Current taxes revenues	48,768.00	

Expenditures

General Fund	01-4060-01-01	Training	20,000.00	
General Fund	01-1010+06-00	Regular payroll-Fire/EMS	69,203.00	EMS Captain per CBA
General Fund	01-1060-06-00	Payroll taxes-Fire/EMS	18,329.02	EMS Captain per CBA
General Fund	01-1065-06-00	Retirement-Fire/EMS	5,124.80	EMS Captain per CBA
General Fund	01-1070-06-00	Group health insurance	6,602.00	EMS Captain per CBA
General Fund	01-1075-06-00	Worker's Comp	4,831.00	EMS Captain per CBA
General Fund	01-7030-06-00	Fire truck	600,000.00	Capital
General Fund	01-4071-15-00	Animal Shelter-Galveston Co. contract	3,147.00	Per contract with County
General Fund	01-4072-15-00	ACO shelter operation	4,581.80	Per contract with County
General Fund	01-4030-99-00	General liabilities insurance	33,713.01	Windstorm, auto, etc.
General Fund	01-5145-99-00	Fleet-Enterprise	134,477.76	Police fleet
Utility Fund	02-4030-99-00	General liabilities insurance	1,889.94	Windstorm, auto, etc.
Utility Fund	02-5141-99-00	Fleet Enterprise	1,437.20	PW replacements



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019
Prepared by: Suzy Kou

Agenda item: 5b
Reviewed by: Charlene Warren
Charles Jackson

Department: Finance

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Ordinance No. **O-2019-0018**, levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2019 tax year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid **THIS IS THE FIRST READING**

☒

ATTACHMENTS FOR REFERENCE

1. Ordinance

STAFF BRIEFING:

- In order to meet statutory requirements for budget and state property Tax Code, the proposed ordinance is attached.
- 2019 tax information:

	2019-20	2018-19
Proposed Tax Rate:	\$0.550764/100	\$0.490764/100
Effective Tax Rate:	\$0.464697/100	\$0.485918/100
Rollback Tax Rate:	\$0.553554/100	\$0.561158/100

HISTORY: N/A

TARGET IMPLEMENTATION:

September 9, 2019 - Tax Rate adoption on First Reading

September 17, 2019 - Tax Rate adoption on Second and Final Reading

SIGNIFICANT ACTION DATES:

August 5, 2019 - Set dates and time for public hearings on proposed Tax Rate

August 19, 2019 - First public hearing on proposed Tax Rate for tax year 2019

August 26, 2019 - Second public hearing on proposed Tax Rate for year 2019

September 9, 2019 - Adoption of Tax Rate 2019 on First Reading

September 17, 2019 - Adoption of Tax Rate 2019 on Second and Final Reading



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Ordinance **O-2019-0018**, levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2019 tax year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid **THIS IS THE FIRST READING**

FISCAL IMPACT: See 2019-20 budget for details.

ORDINANCE NO. O-2019-0018

AN ORDINANCE LEVYING AD VALOREM TAXES FOR USE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LA MARQUE, TEXAS FOR THE 2019 TAX YEAR; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE;

SECTION 1. That there is hereby levied and there shall be collected, for use and operation of the municipal government of the City of La Marque and to provide an Interest and Sinking Fund for the 2019-2020 fiscal year, upon all property, real, personal and mixed within the corporate limits of said City subject to taxation here set forth:

1. For the maintenance and operation of the general government 0.456574 on each \$100.00 taxable valuation of property; and
2. For the interest and sinking fund, 0.094190 on each \$100.00 taxable valuation of property.

For a total tax rate of 0.550764 on each \$100.00 taxable valuation of property tax being so levied and apportioned to the specific purposes here set forth above.

SECTION 2. All taxes shall become a lien upon the property against which assessed, and the assessor and collector for the City of La Marque is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and ordinances of the City of La Marque and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest and, the interest penalty collected from such delinquent taxes shall be apportioned to the general fund of the City of La Marque. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

SECTION 3. That this ordinance shall take effect after the second reading.

PASSED AND APPROVED on the First reading on this ____ day of _____ 2019, at a Regular Meeting of the City Council of the City of La Marque, Texas, there being a quorum present, by ____ **AYES** and ____ **NAYES** and approved by the Mayor on the date above set.

PASSED, APPROVED and ADOPTED on the Second and Final reading on this the ____ day of _____ 2019, at a Special Meeting of the City Council of the City of La Marque, Texas, there being a quorum present by ____ **AYES** and ____ **NAYES** and approved by the Mayor on the date above set.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019
Prepared by: Tina Ortiz

Agenda item: 5c
Reviewed by: Charlene Warren/
Charles Jackson

Department: Finance/Utility Billing

AGENDA ITEM DESCRIPTION: **Consider recommendation to adopt** Ordinance No. **O-2019-0019**, amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges **THIS IS THE FIRST READING**

X

ATTACHMENTS FOR REFERENCE

1. Ordinance
2. Solid Waste Rate Chart

STAFF BRIEFING:

- On July 27, 2017, City Council approved contract with Waste Management to perform solid waste services effective October 1, 2017 through September 30, 2024 with renewal option
- Per contract terms, fees shall be increased by 3% each year until the end of contract term
- Per Council, the 56 cents requested uncontrollable recycling increase by Waste Management budget year 2018-2019 will be part of the new rates effective 2019-2020 budget year

HISTORY: N/A

TARGET IMPLEMENTATION: **October 1, 2019**

SIGNIFICANT ACTION DATES:

September 9, 2019 - Ordinance approval First Reading

September 16, 2019 - Public Hearing for Ordinance approval Second and Final Reading



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	\$1,904,520
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	Various Sanitation expenditure accounts
Line Item #	Various
Other Funding	Fund Balance

STAFF'S RECOMMENDATION: Motion to approve Ordinance No. **O-2019-0019**, amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges **THIS IS THE FIRST READING**

FISCAL IMPACT: See budget details

ORDINANCE NO. O-2019-0019

AN ORDINANCE AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS BY AMENDING PRESCRIBED SOLID WASTE COLLECTIONS CHARGES.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

Section 1. That Appendix A, Schedule of Fees and Charges, Solid Waste Collection Charges, of the La Marque Code of Ordinances is hereby amended to read as follows:

APPENDIX A: SCHEDULE OF FEES AND CHARGES

Solid Waste Collection Charges

There are hereby levied the following charges, to be collected from the owner occupying any premises located or from the occupant or person in possession or control of any premises located on an established garbage and rubbish route within the city, for the removal and disposition of garbage and rubbish;

- (1) Residential Rates Per Month per Residential Service Unit (not including sales tax)
 - (a) Twice a week Residential Collection Rate - \$23.14.
 - (b) Every other week Recycling Collection - Included.
 - (c) Once a week Bulky Waste Collection - Included.
 - (d) At Your Door Household Hazardous Waste/Electronics Collection - Included.
 - (e) Residential Service Unit- Additional Cart - \$5.30 per Cart.
 - (f) Bulky Waste in excess of 5 cubic yards - \$159.14 per occurrence.
 - (g) Replacement Cart - \$74.26 per Cart.
- (2) Commercial Unit Collection Rates
 - (a) Castors per month - \$15.91.
 - (b) Locking Device per month - \$37.13.

(c) Monthly Commercial Unit Rates

Container Size/Type	Weekly Collection Frequency						
	1	2	3	4	5	6	Extra P/U
Commercial Hand PU 96 Gal Cart	N/A	\$47.07	N/A	N/A	N/A	N/A	N/A
Commercial Hand Extra Cart (Each)		\$15.91					
2yd FEL Container	\$90.36	\$142.65	\$208.79	\$239.73	\$287.73	\$340.05	\$53.05
3yd FEL Container	\$97.96	\$187.05	\$249.54	\$264.15	\$377.78	\$438.82	\$58.35
4yd FEL Container	\$124.97	\$205.19	\$279.08	\$347.34	\$424.24	\$496.72	\$63.65
6yd FEL Container	\$163.58	\$248.95	\$376.36	\$491.00	\$596.60	\$695.05	\$68.96
8yd FEL Container	\$213.27	\$314.22	\$444.12	\$575.08	\$717.90	\$879.08	\$74.26

(d) Roll Off Bin (non-Temporary) and Compactor Rates

Roll off Size/Type	Container Rental Fee (Per Month)	Initial Delivery Fee (One- time)	Collection Fee (Per Haul)	Disposal Fee (Per Ton)
10 CY Roll off	\$132.61	\$150.00	\$237.64	\$32.89
20 CY Roll off	\$132.61	\$150.00	\$237.64	\$32.89
30 CY Roll off	\$132.61	\$150.00	\$237.64	\$32.89
40 CY Roll off	\$132.61	\$150.00	\$237.64	\$32.89
30 CY Roll off Compactor	\$371.32	*	\$237.64	\$32.89
40 CY Roll off Compactor	\$371.32	*	\$237.64	\$32.89

** To be determined by Contractor and Customer*

Section 2. Effective Date: The effective date shall coincide with the first utility billing after October 1, 2019.

PASSED AND APPROVED on the First Reading this the 9th day of September, 2019.

PASSED, APPROVED AND ADOPTED on the Second and Final Reading this the 17th day of September, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

	Bill to customers FY 2019	Bill to customers FY 2020
Residential		
R1	21.92	23.14
R2	27.07	28.44
R3	32.22	33.74
R4	37.37	39.04
R5	42.52	44.34
Senior		
S1	21.27	22.49
S2	26.42	27.79
S3	31.57	33.09
Multi Family		
M1	21.92	23.14
M2	21.92	28.44
Commercial		
C1	45.71	47.07
C2	61.16	62.98
C3	76.61	78.89
C4	92.06	94.80
C5	107.51	110.71
C6	122.96	126.62



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019
 Prepared by: Tina Ortiz

Agenda item: 5d
 Reviewed by: Charlene Warren
Charles Jackson

Department: Finance/Utility Billing

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Ordinance No. **O-2019-0020** amending Appendix A, Schedule of fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed water and sewer rates effective with October 2019 billing **THIS IS THE FIRST READING**

☒ X

ATTACHMENTS FOR REFERENCE

1. Ordinance
2. Proposed rates

STAFF BRIEFING:

- During budget workshop for the fiscal year 2019-2020, Council reached consensus to increase water and sewer rates and differentiate rates for both Residential and Commercial customers
- Residential and Commercial customers will now have a tiered billing system effective October 1, 2019
- The rates take effect beginning with the October 2019 billings

HISTORY:

- Last Rate Increase was **September 8, 2008**

TARGET IMPLEMENTATION: October 1, 2019

SIGNIFICANT ACTION DATES:

July 22, 23, and 25, 2019 - Budget workshops with discussions

September 9, 2019 - Ordinance approval First Reading

September 16, 2019 - Ordinance approval Second and Final Reading

ACTION:

- | | |
|---|---|
| ☒ Ordinance
☐ Special Presentation
☐ Finance Report
☐ Other
☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | ☐ Resolution
☐ Proclamation
☐ Public Hearing |
|---|---|

Cost Details:

Budgeted	Budget Adoption details
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Item #	
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2019-0020** amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed water and sewer rates effective with October 2019 billing *THIS IS THE FIRST READING*

FISCAL IMPACT: See budget details

ORDINANCE NO. O-2019-0020

AN ORDINANCE AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS BY AMENDING PRESCRIBED WATER AND SEWER RATES.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

Section 1. That Appendix A, Schedule of Fees and Charges, Water and Sewer Rates, of the La Marque Code of Ordinances is hereby amended to read as follows:

APPENDIX A: SCHEDULE OF FEES AND CHARGES

Water and Sewer Rates

The following rates shall apply to all customers of the city water and sewer system:

(a) *Water rates:* All residential and commercial customer, including single-family units, which shall include each mobile home whether located in a mobile home park or not and each unit of a duplex, triplex and apartments shall pay the following water rates per family unit:

Water Rates (monthly charges) *Inside the city limits:*

For the first increment of water usage up to and including 1,000 gallons of water, minimum rate:

(a) For residential and multi-family users \$8.53

(b) For commercial users \$15.08

For the second increment of water usage from 1,001-2,000 gallons of water, per 1,000 gallons

(a) For residential and multi-family users \$3.47 per 1,000 gallons

(b) For commercial users \$3.72 per 1,000 gallons

For the third increment of water usage from 2,001-5,000 gallons of water, per 1,000 gallons

(a) For residential and multi-family users \$3.63 per 1,000 gallons

(b) For commercial users \$4.62 per 1,000 gallons

For the fourth increment of water usage from 5,001-10,000 gallons of water, per

1,000 gallons

(a) For residential and multi-family users \$4.29 per 1,000 gallons

(b) For commercial users \$6.47 per 1,000 gallons

For the fifth increment of water usage from 10,001 gallons and above, per 1,000 gallons

(a) For residential and multi-family users \$5.58 per 1,000 gallons

(b) For commercial users \$9.06 per 1,000 gallons

Outside the city limits:

One and one-half times the charge applied inside the city limits for the same water usage.

(b) Sewer rates:

Sewer rates (monthly charges) *Inside the city limits:*

For the first increment of sewer usage up to and including 1,000 gallons of sewer, minimum rate:

(a) *For residential and multi-family users \$18.87

(b) For commercial users \$27.30

For the additional incremental water usage in excess of 1,000 gallons, customers shall pay \$2.90 per 1,000 gallons for operation, maintenance and repair of the city sewer system.

*The minimum charge for each single-family and multi-family unit shall be \$18.87 per month, except that, for a single family residence where the head of the household is a person of 65 years of age or over shall be \$17.87 per month which charge shall provide for and be applied to payment of the bond, contract bond debt and other fixed operating costs of the city sewer system. All multiple unit customers such as apartments, mobile home parks, duplexes, etc., shall be charged the minimum charge of \$18.87 per month for each unit located in such apartment, mobile home park, or duplex so that by example, if such apartment building contains ten apartments, the minimum monthly charge shall be \$188.70.

Outside the city limits:

One and one-half times the charge applied inside the city limits for the same usage.

Computation of this charge shall be based upon consumption of metered water as read each month by the city. Malfunctioning water meter that fails to register consumption-

Average daily consumption as shown when metering operating properly.

Section 2. Effective Date: The effective date shall coincide with the first utility billing after October 1, 2019.

PASSED AND APPROVED by the City Council of the City of La Marque on this the FIRST reading this the ____ day of _____, 2019.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on the SECOND AND FINAL reading on this the ____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

Proposed Rates

	Current Rates			Proposed Rates	
Residential	Water	Sewer		Water	Sewer
0-1000- Base Rate	7.75	17.15		8.53	18.87
1001-2000	3.3	2.9		3.47	2.90
2001-5000	3.3	2.9		3.63	2.90
5001-10,000	3.3	2.9		4.29	2.90
10,001-up	3.3	2.9		5.58	2.90
Commercial	Water	Sewer		Water	Sewer
0-1000 Base Rate	7.75	17.15		15.08	27.30
1001-2000	3.3	2.9		3.72	2.90
2001-5000	3.3	2.9		4.62	2.90
5001-10,000	3.3	2.9		6.47	2.90
10,001- up	3.3	2.9		9.06	2.90

Impact to Residential Citizens

Consumption	Increases per month	
Gallons/Month	Residential	Commercial
0-1,000	\$2.50	\$17.48
2,000	\$2.67	\$17.90
3,000	\$3.16	\$20.12
4,000	\$3.49	\$21.44
5,000	\$3.82	\$22.76
6,000	\$7.45	\$33.33
7,000	\$8.44	\$36.50
8,000	\$9.43	\$39.67
9,000	\$10.42	\$42.84
10,000	\$11.41	\$46.01
11,000	\$25.30	\$75.08

Proposed additional revenues will pay for:

Departments	Expenditure	Descriptions	Estimated Cost
UB	Personnel	One part-time employee for customer service	\$ 12,932.65
UB	Professional Services	Software support and maintenance AMI	\$ 40,000.00
Lines and Maintenance	Personnel	Five full-time maintenance technicians	\$ 258,006.96
Water Sewer Operations	Repairs and Maintenance	STP	\$ 70,000.00
Water Sewer Operations	Repairs and Maintenance	Equipment-service calls for backup generators	\$ 20,000.00
Water Sewer Operations	Professional Services	Outside contractor Precision to maintain Wastewater Treatment Plant and meet TCEQ requirements	\$ 300,000.00
Water Sewer Operations	Purchased water	Add water capacity to current level	\$ 500,000.00
			\$ 1,200,939.61

La Marque Proposed Rates vs Neighboring Cities

	Dickinson WCID #1	Hitchcock	La Marque	Santa Fe WCID #8	Texas City		Dickinson WCID #1	Hitchcock	La Marque	Santa Fe WCID #8	Texas City
	Meter Size				Meter Size						
Residential Water						Residential Sewer					
Base	9.90- 27.80	18.00	8.53	16.00	8.75- 28.28	Base	14.80- 40.00	18.00	18.87	16.00	
0-1000	1.90	4.00				0-1000	2.60	3.00			4.00
1001-2000			3.47			1001-2000			2.90		
2001-3000	5.10		3.63	4.50		2001-3000				2.90	
3001-4000						3001-4000					
4001-5000				4.75	4.00	4001-5000				3.20	
5001-6000			4.29			5001-6000					
6001-7000	5.35					6001-7000					
7001-8000				5.00		7001-8000				3.50	
8001-9000						8001-9000					
9001-10000						9001-10000					
10001-11000			5.58	5.25	6.00	10001-11000				3.70	
11001-12000						11001-12000					
12001-13000	5.60					12001-13000					
13001-14000						13001-14000					
14001-15000						14001-15000					
15001-16000						15001-16000					
16001-17000						16001-17000					
17001-18000						17001-18000					
18001-23000						18001-23000					
23001-25000						23001-25000					
25001 and up					8.00	25001 and up					



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019

Prepared by: Sussie Sutton

Agenda item: 5e

Reviewed by: Charlene Warren/

Charles Jackson

Department: Development Services

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Ordinance No. **O-2019-0021**, approving a request to re-zone from R-1 Single Family Residential to L-1 Light Industrial a tract of land containing 1.2449 acres (54,226 square-feet), situated in the John D. Moore League, Abstract 150, Galveston County, Texas, being out of Lot 30, Division "H", in Cook and Stewart Subdivision, recorded in Volume 81, Page 526, in the office of the County Clerk of Galveston, Texas being all of a tract of land conveyed to Kurt W. Dohman and Judy B. Dohman by deed recorded under County Clerk's File No. 2015001297 of the Official Public Records of Galveston County, Texas (Lake Road at Charity) **THIS IS THE FIRST READING**

X

ATTACHMENTS FOR REFERENCE

1. Ordinance/Exhibit A
2. P&Z Recommendation Letter
3. Site Plan
4. Zoning Map
5. City Planning Letter
6. Application

STAFF BRIEFING:

- Staff received request from Beau Yarbrough for a pre-development meeting
- It was agreed that the appropriate zone for this project would be Light Industrial (L-1)
- Request for re-zone was submitted to Planning and Zoning Commission for consideration
- On August 13, 2019, Planning and Zoning Commission considered and is forwarded to Council with a favorable recommendation

HISTORY: N/A

TARGET IMPLEMENTATION: After an approval of a proposed ordinance on a First Reading, and conducting a Public Hearing and an approval of the ordinance on the Second Reading.

SIGNIFICANT ACTION DATES:

5/14/19 - Pre-Development Meeting with applicants

8/13/19 - P&Z considered and approved re-zone to Light Industrial (L-1)



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	N/A
Actual Bid	N/A
Estimated Expenditure	N/A
Acct. Name(s)	N/A
Line Items #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2019-0021**, approving a request to re-zone from R-1 Single Family Residential to L-1 Light Industrial a tract of land containing 1.2449 acres (54,226 square-feet), situated in the John D. Moore League, Abstract 150, Galveston County, Texas, being out of Lot 30, Division "H", in Cook and Stewart Subdivision, recorded in Volume 81, Page 526, in the office of the County Clerk of Galveston, Texas being all of a tract of land conveyed to Kurt W. Dohman and Judy B. Dohman by deed recorded under County Clerk's File No. 2015001297 of the Official Public Records of Galveston County, Texas (Lake Road at Charity) *THIS IS THE FIRST READING*

FISCAL IMPACT: This owner is moving his company from League City to the City of La Marque which will bring sales tax dollars to our general fund. Additionally, they will be providing job positions. This means these employees will be eating and spending cash in La Marque.

ORDINANCE NO. O-2019-0021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION FROM R-1 SINGLE FAMILY RESIDENTIAL TO L-1 LIGHT INDUSTRIAL, FOR A TRACT OF LAND CONTAINING 1.2449 ACRES (54,226 SQUARE FEET), SITUATED IN THE JOHN D. MOORE LEAGUE, ABSTRACT 150, GALVESTON COUNTY, TEXAS, BEING OUT OF LOT 30, DIVISION "H", IN COOK AND STEWART SUBDIVISION, RECORDED IN VOLUME 81, PAGE 526, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS BEING ALL OF A TRACT OF LAND CONVEYED TO KURT W. DOHMAN AND JUDY B. DOMAN BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 2015001297 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS.

WHEREAS, Kurt Dohman is the owner of the property at Lake Road known as Lot 30, Division "H", in Cook and Stewart Subdivision as described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the Property presently has a zoning classification of R-1 Single Family Residential under Chapter 71: Zoning of the Code of ordinances of the City of La Marque; and

WHEREAS, the applicant has made application to the City to change such zoning classification of said property from R-1 Single Family Residential as authorized by the City's Zoning Ordinance; and

WHEREAS, the Property described as Lake Road known as Lot 30, Division "H", in Cook and Stewart Subdivision as described in Exhibit "A" attached hereto and made a part hereof for all purposes presently has a zoning classification of R-1 Single Family Residential under Chapter 71: Zoning of the Code of ordinances of the City of La Marque; and

WHEREAS, City Staff has made recommendation to the City to change such zoning of such property, described in Exhibit "A" attached hereto and made a part hereof for all purposes from R-1, Single Family Residential to L-1 Light Industrial as authorized by the City's Zoning Ordinance; and

WHEREAS, the City Council of the City has conducted, in time and manner and after the notice required by law and Chapter 71: Zone of the Code of Ordinances of the City of La Marque, a public hearing on such request in classification; and

WHEREAS, the City Council now deems it appropriate to grant such requested change in classification;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS THAT:

Section 1. The facts and the matters set forth in the preamble on this Ordinance are hereby found to be true and correct.

Section 2. The zoning classification of the certain tracts of land out of Lot 30, Division “H”, in Cook and Stewart Subdivision as described in Exhibit “A” is hereby changed from R-1, Single Family Residential to L-1, Light Industrial as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

Section 3. The zoning map of the City, adopted on the 12th day of December, 2005 by ordinance number 953, shall be revised and amended to show the zoning reclassification of said tract of land as provided in section 2 hereof, with the appropriate reference to the number and effective date of this Ordinance and brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the change in zoning classification of the tract described in section 2 hereof.

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the First reading this the ____ day of _____, 2019.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque, Texas, on the Second and Final reading this the ____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego
City Attorney

**DESCRIPTION OF A TRACT OF LAND CONTAINING
1.2449 ACRES (54,226 SQUARE FEET) SITUATED
IN THE JOHN D. MOORE LEAGUE, ABSTRACT 150
GALVESTON COUNTY, TEXAS**

Being a tract of land containing 1.2449 acres (54,226 square feet), situated in the John D. Moore League, Abstract 150, Galveston County, Texas, being out of Lot 30, Division "H", in Cook and Stewart Subdivision, recorded in Volume 81, Page 526, in the Office of the County Clerk of Galveston County, Texas, being all of a tract of land conveyed to Kurt W. Dohman and Judy B. Dohman by deed recorded under County Clerk's File No. 2015001297 of the Official Public Records of Galveston County, Texas. Said 1.2449-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the northeast corner of said Lot 30;

THENCE South 02° 41' 52" East, along the east line of said Lot 30 a distance of 170.00 feet to a found 3/8-inch iron rod with cap marked "5247" in the south right-of-way line of Charity Street (50 feet wide) and being in the west line of Wentzel Addition, a subdivision plat recorded in Volume 9, Page 56A of the Map Records of Galveston County, Texas, for the POINT OF BEGINNING and the northeast corner of the said tract herein described;

THENCE continuing South 02° 41' 52" East, along the east line of said Lot 30 and the west line of said Wentzel Addition, a distance of 190.00 feet to a found 3/8-inch iron rod with cap marked "5247" in the north right-of-way line of Faith Street (50 feet wide) for the southeast corner of the said tract herein described;

THENCE South 88° 04' 55" West, along the north right-of-way line of said Faith Street a distance of 285.40 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" at the intersection of said north right-of-way line with the east right-of-way line of Lake Road (60 feet wide) for the southwest corner of the said tract herein described;

THENCE North 02° 41' 52" West, along the east right-of-way of said Lake Road, a distance of 190.00 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" at the intersection of said east right-of-way line with the south right-of-way line of Charity Street for the northwest corner of the said tract herein described;

THENCE South 88° 04' 55" West, along the south right-of-way line of Charity Street, a distance of 285.40 feet to the POINT OF BEGINNING and containing 1.2449 acres (54,226 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 90758-00) dated June 12, 2019, job number 6-73905-19.





August 13, 2019

Mayor and City Council
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

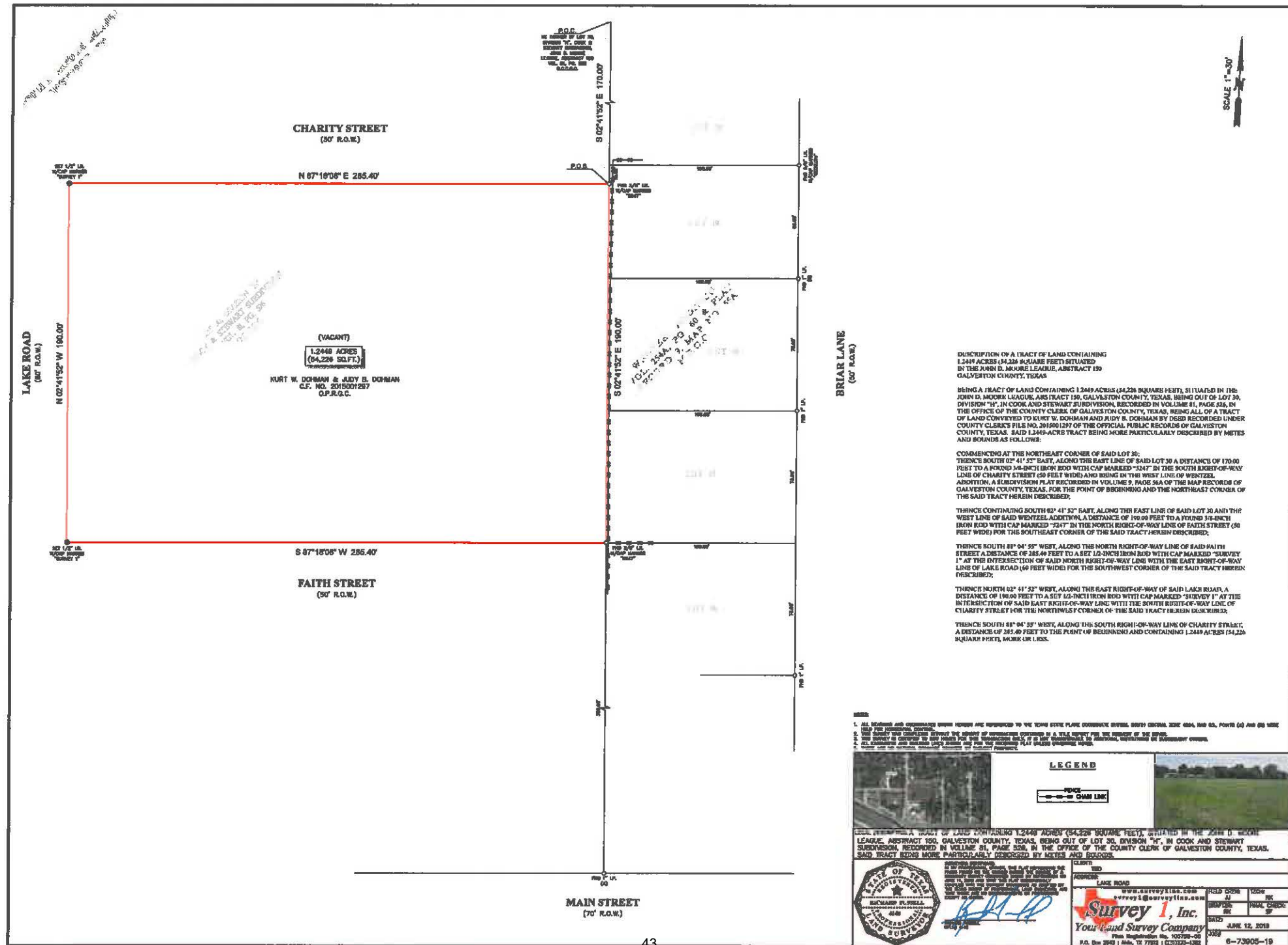
Dear Mayor and City Council:

On August 13, 2019, the Planning and Zoning Commission considered a request to re-zone from R-1 Single Family Residential to L-1 Light Industrial a tract of land containing 1.2449 acres (54,226 square-feet), situated in the John D. Moore League, Abstract 150, Galveston County, Texas, being out of Lot 30, Division "H", in Cook and Stewart Subdivision, recorded in Volume 81, Page 526, in the office of the County Clerk of Galveston, Texas being all of a tract of land conveyed to Kurt W. Dohman and Judy B. Dohman by deed recorded under County Clerk's File No. 2015001297 of the Official Public Records of Galveston County, Texas. (Lake Road at Charity)

By unanimous vote, Planning and Zoning Commission recommended forwarding a favorable recommendation to City Council.

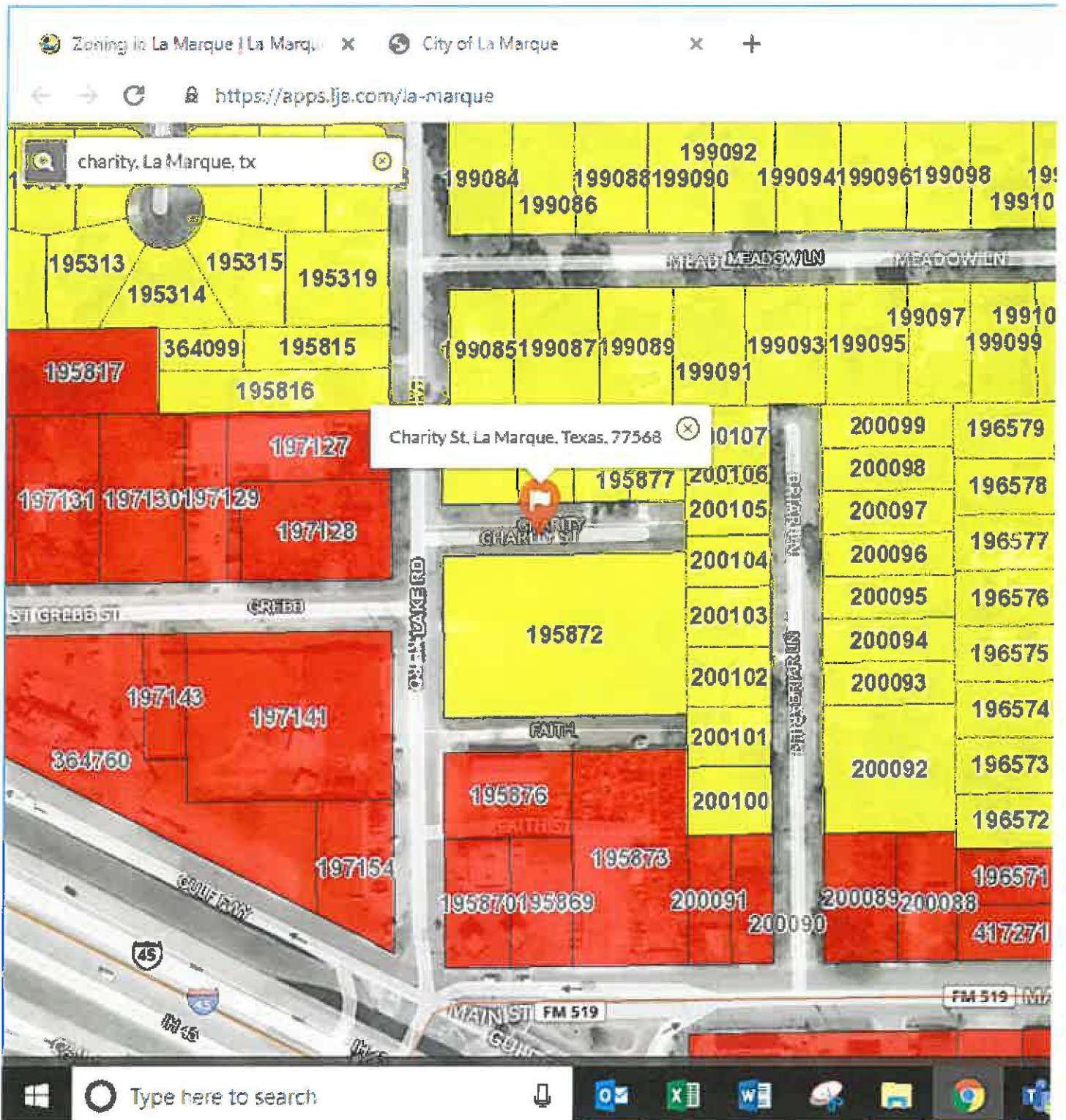
Thank you,

Greg Cornett, Vice Chair
Planning and Zoning Commission



Sussie Sutton

From: Sussie Sutton
Sent: Thursday, August 1, 2019 12:53 PM
To: Sussie Sutton
Subject: PID# 195872 Lake at Charity Re-Zone Request



stewart title

Real partners. Real possibilities.

June 10, 2019

File No.: 447002

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

Debbie Self

Stewart Title Company
905 Logan
Texas City, TX 77590
(409) 948-1771 main (409) 948-6704 fax
debbie.self@stewart.com

stewart title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Denise Carraux

Stewart Title Company
905 Logan
Texas City, TX 77590



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

**FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER**

1-800-729-1902

**ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT**

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

**YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007**

AVISO IMPORTANTE

**PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS**

1-800-729-1902

**TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL**

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

**TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007**

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 447002	Effective Date: June 9, 2019 at 8:00AM
CLOSER: Debbie Self	Issued: June 12, 2019 10:41AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$45,000.00
PROPOSED INSURED: Delldotto Homes, LLC
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER:
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

KURT W. DOHMAN AND JUDY B. DOHMAN

4. Legal description of land:

See Exhibit "A" Attached Hereto

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 447002

ALL that certain 2 tracts or 2 parcels of land out of Lot Thirty (30) in Division "H" of the Cook and Stewart Subdivision of the JOHN D MOORE LEAGUE, in Galveston County, Texas, according to the map of said Cook and Stewart Subdivision of record in Volume 81, Page 526, in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bound as follows-

Parcel 1- BEGINNING at a point on the East line of said Lot 30, said point being 170 feet South of the Northeast corner of said Lot,

THENCE from said Beginning Point in a Southerly direction along and with the East line of said Lot 30, a distance of 190 feet to a point for corner,

THENCE in a Westerly direction and parallel to the North line of said Lot 30, a distance of 285.4 feet to a point for corner on the West line of said Lot,

THENCE in a Northerly direction along and with the West line of said Lot, a distance of 85 feet to a point for corner,

THENCE in an Easterly direction and parallel to the North line of said Lot, a distance of 90 feet to a point for corner,

THENCE in a Northerly direction parallel to the East and West lines of said Lot, a distance of 105 feet to a point for corner,

THENCE in an Easterly direction parallel to the North line of said Lot, a distance of 195 4 feet to the PLACE OF BEGINNING

Parcel 2- BEGINNING at a point on the West line of said Lot 30, which point is 170 feet South of the Northwest corner of said Lot 30,

THENCE from said Beginning Point running in an Easterly direction parallel with the North line of said Lot 30 and along the South line of that one certain 60 foot easement described in instrument recorded in Volume 1081, Page 605, in the Office of the County Clerk of Galveston County, Texas, for a distance of 90 feet to a point for corner, said corner being the Northeast corner of the tract herein described,

THENCE from said Northeast corner running South parallel with the West line of said Lot 30 for a distance of 105 feet for corner, said corner being the Southeast corner of the tract herein described,

THENCE from said Southeast corner in a Westerly direction parallel with the North line of said Lot 30 for a distance of 90 feet to the West line of said Lot 30 for corner, said corner being the Southwest corner of the tract herein described,

THENCE from said Southwest corner in a Northerly direction along the West line of said Lot 30 for a distance of 105 feet to PLACE OF BEGINNING

MAP & DOCS

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):

Those recorded in/under Volume 765, Page 601 of the Official Public Records of Real Property of Galveston County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.

Those recorded in/under Volume 725, Page 610 of the Official Public Records of Real Property of Galveston County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a) Rights of parties in possession. (Owner Title Policy only)
 - b) Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.
 - c) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
 - d) This Company shall have no liability for, nor any responsibility to defend, any portion of the property described herein against any right, title, interest, or claim (valid or invalid) of any character had or asserted by the State of Texas or by any governmental authority or by the public generally, (1) in and to portions of the above described property that may be within the bed, shore, or banks of a perennial stream or lake, whether navigable in fact or law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide; and (2) in and to portions of the above described property which may be between the water's edge and a line of vegetation on the upland or for any claim or right for ingress and egress thereto.

COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. NOTE: For Information Purposes Only, the vesting on Schedule A as per document recorded in County Clerk's File No. [2015001297](#) Official Public Records of Galveston County, Texas.
7. NOTE: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.

COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 447002

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer;; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer;; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President – Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Company (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Matthew W. Morris, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Matthew W. Morris, Chairman, Chief Executive Officer and President, David C. Hisey, Chief Financial Officer, Assistant Secretary-Treasurer, John L. Killea, General Counsel, Denise Carraux, Secretary & Assistant Treasurer, and Ken Anderson, Jr., Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$487.00
Loan Policy	
Endorsement Charges	\$0.00
Other	
Total	\$487.00

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE D**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Amount	To Whom	For Service
\$ (or %)		
\$ (or %)		
\$ (or %)		

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."



Real partners. Real possibilities.

DISCLOSURE REGARDING FUNDS FOR CLOSING **(to be provided with or within the Commitment for Title Insurance)**

As Escrow Agent for the Real Estate transaction, Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Sellers: Kurt W. Dohman and Judy B. Dohman

Purchasers/Borrowers: Delldotto Homes, LLC

From: Stewart Title Company

Date: _____, 2019

File No.: 447002

Property Address (Subject Property): 0000 Moore, La Marque, TX 77568

This is to give you notice that Stewart Title Company and/or its associates have a business relationship with the settlement service providers listed below.

Stewart Title Company owns 100% of Professional Real Estate Tax Service of North Texas, LLC and 100% of Professional Real Estate Tax Service, LLC. Because of these relationships, referrals to either LLC may provide Stewart Title Company with a financial or other benefit.

Set forth below is the **estimated** charge or **range of charges** for the settlement services listed. You are NOT required to use the listed providers as a condition for the settlement of your loan on, or the purchase, sale, or refinance of, the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THESE SERVICES.

Provider and Settlement Service	Charge or Range of Charges
Professional Real Estate Tax Service tax certificate(s)	\$22.50 to \$90.00

ACKNOWLEDGEMENT

I/We have read this disclosure, and understand that Stewart Title Company and/or its associates is referring me/us to purchase the above described settlement service(s) and may receive a financial or other benefit as the result of these referrals.

Seller(s):

Kurt W. Dohman

Judy B. Dohman

Purchaser(s)/Borrower(s):

Delldotto Homes, LLC

By: _____

After signing, please return to Debbie Self, 905 N Logan St, Texas City, TX 77590, Phone: (409) 948-1771, Fax: (409) 948-6704



CITY OF LA MARQUE
"Gateway to the Gulf"
1130 1st St., La Marque, TX 77568
409-938-9252 S.Sutton@CityOfLaMarque.Org

Rezone Application

Application Date: 6-20-19 SmartGov Project #: _____
Name of Agent: Beau Yarbrough Phone: 409-682-2501
Address: P.O. Box 16504, Galveston, TX 77552
Name of Owner: Kurt & Judy Dohman Phone: _____
Address: P.O. Box 4 Hitchcock, TX 77563
Property Description: ABST 150 J More SUR PT OF BLK 30 Parcel #: 2775-0008-3000-004
DEV H COOK & STEWART SUB
Address: CAD ID-195872 Lake Road @ Charity Street
Plot of Area Attached: ☒ YES NO Metes and Bounds Attached: ☒ YES NO
Present Zone: Residential
Reason for Change: Interested in building a 6,000 ft office/warehouse for an owner/operator of a window covering business. No manufacturing on site, only light assembly.
Desired Outcome: Light Industrial

APPLICATION CHECKLIST

☐ SITE PLAN (To scale) WITH EXISTING IMPROVEMENTS, DEVELOPMENTS AND PROPERTY LINES

(8-1/2 X 11 if larger than 8 1/2 x 11 please fold to appropriate size)

☒ SURVEY (To scale, 2 Copies)

☒ CURRENT AND ORIGINAL CERTIFIED TAX RECEIPTS

☒ TITLE REPORT (If purchased in the last 60 days) OR

☐ PLANNING LETTER

☒ NON-REFUNDABLE APPLICATION FEE (Payable to the "City Of La Marque")

Submitted to the Board on: / /

Approved: _____ Denied: _____ Other: _____

Comments: _____

APPLICANTS CERTIFICATE

I AFFIRM THAT MY STATEMENTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature of applicant: [Signature] Date: _____

NOTE: All Planning and Zoning meetings take place on the 2nd Tuesday of the each month. Applications must be received **30 days** prior to the 2nd Tuesday of each month to be considered for that Planning and Zoning Commission meeting.



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019

Prepared by: Charles Jackson/
Charlene Warren

Agenda item: 5f

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to award **RFQ #19-01** and approve a contract to ADICO, Inc. for Engineering Services for Proposed Contract Funding for the Community Development Block Grant-Disaster Recovery (CDBG-DR) through the Texas General Land Office for Infrastructure and Acquisition projects

X

ATTACHMENTS FOR REFERENCE

1. RFQ Packet
2. Score tabulations
3. Proposal
4. GLO Award Notification

STAFF BRIEFING:

- In October, 2018, the City was notified that it had been awarded Community Development Block Grant – Disaster Recovery (CDBG-DR) funds for Hurricane Harvey under the method of distribution created by H-GAC
- The award for Local Buyout/Acquisition is \$1,485,783.00
- The award for Local Infrastructure is \$1,447,527.00
- It is now a requirement through the Texas General Land Office (administrators of the CDBG program) that requesting agencies must procure their own Grant Administrators and Engineers
- Previously, the State would allow selection from a list of preferred vendors
- The ultimate cost for these services is paid for through any grant proceeds the City receives
- RFQ was originally awarded to LJA Engineering but contract terms could not be reached

HISTORY:

- RFQ was posted in Galveston Daily News on June 7, 2019 and June 14, 2019
- RFQ were publicly acknowledged on June 20, 2019

TARGET IMPLEMENTATION: **September 9, 2019**

SIGNIFICANT ACTION DATES:

July 8, 2019 – City Council awarded RFQ to LJA



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other – Award of RFQ & Contract | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	N/A
Actual Bid	N/A
Estimated Expenditure	N/A
Acct. Name(s)	N/A
Line Item #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to award **RFQ #19-01** and a approve contract to ADICO, LLC for Engineering Services for Proposed Contract Funding for the Community Development Block Grant-Disaster Recovery (CDBG-DR) through the Texas General Land Office for Infrastructure and Acquisition projects

FISCAL IMPACT: None; any future awards of CDBG grant funds will include provisions for administration and engineering services.

City of La Marque, Texas
Request for Qualifications (RFQ) for Engineering
RFQ #19-01

June 7, 2019

Re: RFQ #19-01 Proposed Contract Funding for the CDBG – Disaster Recovery Fund through GLO Community Development & Revitalization

Engineering Service Providers:

Attached is a copy of the City of La Marque Request for Qualifications for engineering services. These services are being solicited to assist the City of La Marque in its application and project implementation of a contract(s), if awarded, from the CDBG – Disaster Recovery Fund of the General Land Office (GLO) Community Development Block Grant Program. The City of La Marque will be applying for such funding to support infrastructure and housing activities in the City of La Marque.

Multiple contracts may be awarded as a result of this solicitation.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

City of La Marque
Attn: City Clerk
1111 Bayou Road
La Marque, Texas 77568

To obtain a copy of the RFQ packet, please visit our website at www.cityoflamarque.org or contact Robin Eldridge, City Clerk at 409-938-9259.

Along with your proposal, you must also include verification that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Please include a print out of the search results.

The deadline for submission of proposals is **10:00 a.m., June 20, 2019**, at which time the bids will be publicly acknowledged in the La Marque Council Chambers located at 1109-B Bayou Road, La Marque, Texas, 77568.

The City of La Marque reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City of La Marque is an Affirmative Action/Equal Opportunity Employer.

Request for Qualifications (RFQ) for Engineering Services

The City of La Marque is seeking to enter into an Engineering Services contract with a state-registered engineering firm. The following outlines this request for qualifications.

- I. Scope of Work - The contract will encompass all application and project-related services for the City of La Marque under its CDBG-Disaster Recovery project, including but not limited to the following:

Pre-Funding Services

- Assist with the development of grant applications, as necessary.

Post-Funding Services

- Initial Engineering and Design Support
- Engineering and Final Design Support
- Bid and Award Support
- Contract Management and Construction Oversight
- Specialized Services

Please specify actual tasks to be performed under each of these categories.

*Pre-funding services are not eligible for CDBG-DR reimbursement and must be paid with local or other non-CDBG-DR funds.

- II. Statement of Qualifications - The City of La Marque is seeking to contract with a competent engineering firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to disaster recovery, projects;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally-funded construction projects; and
- Projects located in this general region of the state

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers, environmental, architects, surveyors that will or may be assigned to this project if awarded the services contract award.

Please provide a copy of your current certificate of insurance for professional liability.

- III. Evaluation Criteria - Proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

- IV. Affirmative Steps Respondent shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
- V. For this RFQ, Respondent's qualifications will be evaluated, and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.
- Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract.
- VI. Deadline for Submission - Proposals received will be received no later than **10:00 a.m., June 20th, 2019** at the following address:

City of La Marque
Attn: City Clerk
1111 Bayou Road
La Marque, Texas 77568

Engineering Scoring Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

CDBG-DR
 Date of Rating _____

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Has previously completed Infrastructure/Housing projects	20	_____
2. Has worked on federally funded construction projects	15	_____
3. Extent of experience in project construction management	20	_____
4. References	5	_____
Subtotal, Experience	60	=====

Work Performance

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	=====

Capacity to Perform

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Capacity to Perform	15	=====

TOTAL SCORE

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Experience	60	_____
2. Work Performance	25	_____
3. Capacity to Perform	15	_____
Total Score	100	=====



TEXAS GENERAL LAND OFFICE

ENGINEERING

SCOPE OF WORK

SCOPE OF SERVICES REQUESTED	2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....	2
ENGINEERING SERVICES.....	2

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas

- iii. General notes
- iv. Special notes
- v. Design details
- vi. Specifications
- vii. Utility relocation designs
- viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
- ix. Required permits
- x. Quantities
- xi. Estimate of construction costs to within +/- 25%
- xii. Schedules for design, permitting, acquisition and construction

- (d) Design surveying, topographic and utility mapping.
- (e) Perform subsurface explorations for project sites, as necessary.
- (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- (j) Prepare plans and profiles, including vertical design information for the selected alternative.
- (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal

descriptions of parcels to be acquired.

- (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or

files associated with the completed design documents.

- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.

- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final “as built” report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.

- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION	DATE SUBMITTED	

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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This Sample Contract is provided as an **EXAMPLE ONLY**. The Texas General Land Office (“GLO”) makes no representations or warranties regarding the sufficiency of this Sample Contract for use by any party including, without limitation, any local government entity.

A local government entity should consult with its own contracting and procurement staff and/or legal counsel regarding the sufficiency of any contract document or procurement process.

**PROFESSIONAL ENGINEERING SERVICES FOR
NON-HOUSING PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT NO. _____**

THE ****insert subrecipient name**** (the “Subrecipient”) and ****insert vendor name****, Tax Identification Number *** (“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract for professional engineering services (the “Contract”) pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds, administered by the Texas General Land Office (“GLO”) for damage sustained from _____; and

WHEREAS, the CDBG-DR program is funded under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2016, Pub. L. No. 114-113.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Administrative and Audit Regulations” means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee’s with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts. “Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“CDBG—DR” means the Community Development Block Grant—Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“Certificate of Construction Completion” means a document submitted by an engineer or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, indicates acceptance of the non-housing project, as built.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Federal Assurances” means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “Generally Accepted Accounting Principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-DR program grant.

“Performance Statement” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

“Project” means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-DR non-housing grant and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-DR Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means ****insert vendor name****, selected to provide the services under this Contract, if any.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Quarterly Report” means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

“RFQ”/“RFP” means the Subrecipient’s Request for Qualifications/Proposals No. _____, or the Solicitation, as defined below.

“Scope of Work” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

“Solicitation” means Subrecipient’s Request for Qualifications/Proposals No. _____, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any Addenda.

“State of Texas *TexTravel*” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Subrecipient” means ****insert subrecipient name****, a local governmental body or political subdivision that receives funds under HUD’s CDBG—DR Program for non-housing projects.

“Subrecipient Agreement” means the contractual agreement for a CDBG-DR non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

“Technical Guidance Letter or ‘TGL’” means an instruction, clarification, or interpretation of the requirements of the CDBG-DR Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment X, Attachment Y, Attachment Z (Attachment order will be specific to each Contract, Provider’s Response will be the last item in the overall list.); Solicitation Documents; and Provider’s Response to Solicitation.

General Rule: Contract, General Affirmations, Insurance, other docs created by us like the solicitation, then docs created by them. Ask an Atty if you have out of the ordinary documents

1.03 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for disaster recovery projects in the City of ***, *** County, Texas, as authorized under GLO Contract No. **_***_***_**** (“Subrecipient’s Contract”), as may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as Attachment C (“the Project”).

Provider is responsible for obtaining Subrecipient’s most current performance statement and Implementation Schedule, Budget (“Subrecipient’s Documents”), and any other documentation which may be required to accomplish the Project that is the subject of this Work Order. Such documents are incorporated herein by reference in their entirety for all purposes.

No work may begin and no charges may be incurred prior to the effective date of Subrecipient’s Contract and/or Amendment, to which this Work Order is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient’s Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services. Document status may be confirmed through the GLO. Provider may obtain GLO contact information from the Subrecipient.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

QUARTERLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:

QUARTERLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Quarterly Report in a timely manner. Each Quarterly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Quarterly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Quarterly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than quarterly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Quarterly Report is delinquent or deficient, in the sole discretion of the GLO.

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in **Attachment A** of this Work Order and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

FINAL DOCUMENTATION: By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration firm, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, as built report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the date signed by the last party, and shall terminate on [REDACTED]. The Subrecipient, at its own discretion, may extend any contract awarded pursuant to the Solicitation for up to [REDACTED] () additional [REDACTED] () year terms or until the time the grant funding expires, whichever comes first. Any extension will be subject to terms and conditions mutually agreeable to both parties.

2.02 EARLY TERMINATION

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated on a negotiated fee basis, for a not to exceed amount of **** DOLLARS (\$***.**), reimbursable in increments as shown in the Benchmarks in Attachment C for the type of work to be performed. The Professional Engineering Services Fee shall not exceed the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Quarterly Report required, as discussed in SECTION 1.04, above.

At a minimum, invoices must clearly reflect:

- (a) Provider's Contract Number;
- (b) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (c) the current amount being billed;
- (d) the cumulative amount billed previously;
- (e) the balance remaining to be billed; and
- (f) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within

the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Subrecipient.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

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V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2016, Pub. L. No. 114-113 enacted on December 18, 2015, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and

agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the “Work Product”). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO’s use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider’s obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the Parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

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7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DR grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (“.pdf”) format or any other format agreed between the Parties. Failure of Provider to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- THIS CONTRACT;
- ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR
- ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient

Name*****

Address*****

City, State ZIP**

Attention: *****

Provider

Provider*****

Address*****

City, State ZIP**

Attention: *****

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in [REDACTED] County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

[Local Government Entity to Complete]

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-DR program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery; and

Guidance Documents: 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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Engineering Scoring Sheet

Grant Recipient LA MARQUE
 Name of Respondent LJA Eng.
 Evaluator's Name CSACKSON

CDBG-DR
 Date of Rating 6/25/19

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score
1. Has previously completed Infrastructure/Housing projects	20	<u>19</u>
2. Has worked on federally funded construction projects	15	<u>14</u>
3. Extent of experience in project construction management	20	<u>14</u>
4. References	5	<u>5</u>
Subtotal, Experience	60	<u>54</u>

Work Performance

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>7</u>
Subtotal, Performance	25	<u>20</u>

Capacity to Perform

Factor	Max. Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max. Pts.	Score
1. Experience	60	<u>54</u>
2. Work Performance	25	<u>20</u>
3. Capacity to Perform	15	<u>15</u>
Total Score	100	<u>89</u>

Engineering Scoring Sheet

Grant Recipient LA MARQUE
 Name of Respondent ADICO
 Evaluator's Name C JACKSON

CDBG-DR
 Date of Rating 6/25/14

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Has previously completed Infrastructure/Housing projects	20	<u>10</u>
2. Has worked on federally funded construction projects	15	<u>12</u>
3. Extent of experience in project construction management	20	<u>15</u>
4. References	5	<u>5</u>
Subtotal, Experience	60	<u>50</u>

Work Performance

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>7</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>7</u>
Subtotal, Performance	25	<u>19</u>

Capacity to Perform

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>4.5</u>
Subtotal, Capacity to Perform	15	<u>13.5</u>

TOTAL SCORE

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Experience	60	<u>50</u>
2. Work Performance	25	<u>19</u>
3. Capacity to Perform	15	<u>14</u>
Total Score	100	<u>83</u>

Engineering Scoring Sheet

Grant Recipient LO MARQUE
 Name of Respondent Schaumburg/PRK
 Evaluator's Name C JACKSON

CDBG-DR
 Date of Rating 6/25/19

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score
1. Has previously completed Infrastructure/Housing projects	20	<u>17</u>
2. Has worked on federally funded construction projects	15	<u>11</u>
3. Extent of experience in project construction management	20	<u>11</u>
4. References	5	<u>5</u>
Subtotal, Experience	60	<u>44</u>

Work Performance

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>3</u>
Subtotal, Performance	25	<u>11</u>

Capacity to Perform

Factor	Max. Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>25</u>
Subtotal, Capacity to Perform	15	<u>12</u>

TOTAL SCORE

Factor	Max. Pts.	Score
1. Experience	60	<u>44</u>
2. Work Performance	25	<u>11</u>
3. Capacity to Perform	15	<u>12</u>
Total Score	100	<u>67</u>

Engineering Scoring Sheet

Grant Recipient LA MARQUEE
 Name of Respondent GOODMAN
 Evaluator's Name C JACKSON

CDBG-DR
 Date of Rating 6/25/19

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score
1. Has previously completed Infrastructure/Housing projects	20	<u>14</u>
2. Has worked on federally funded construction projects	15	<u>10</u>
3. Extent of experience in project construction management	20	<u>11</u>
4. References	5	<u>5</u>
Subtotal, Experience	60	<u>42</u>

Work Performance

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>3</u>
Subtotal, Performance	25	<u>11</u>

Capacity to Perform

Factor	Max. Pts.	Score
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>3</u>
Subtotal, Capacity to Perform	15	<u>11</u>

TOTAL SCORE

Factor	Max. Pts.	Score
1. Experience	60	<u>42</u>
2. Work Performance	25	<u>11</u>
3. Capacity to Perform	15	<u>11</u>
Total Score	100	<u>64</u>

Engineering Scoring Sheet

Grant Recipient LA MARQUE
 Name of Respondent Amani
 Evaluator's Name C. JACKSON

CDBG-DR
 Date of Rating 6/25/19

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Has previously completed Infrastructure/Housing projects	20	<u>15</u>
2. Has worked on federally funded construction projects	15	<u>10</u>
3. Extent of experience in project construction management	20	<u>10</u>
4. References	5	<u>5</u>
Subtotal, Experience	60	<u>40</u>

Work Performance

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>5</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>5</u>
Subtotal, Performance	25	<u>13</u>

Capacity to Perform

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>11</u>

TOTAL SCORE

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Experience	60	<u>40</u>
2. Work Performance	25	<u>13</u>
3. Capacity to Perform	15	<u>11</u>
Total Score	100	<u>64</u>

Engineering Scoring Sheet

Grant Recipient La Marque
 Name of Respondent LJA
 Evaluator's Name A. Ashley

CDBG-DR
 Date of Rating 6/25/17

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score
1. Has previously completed Infrastructure/Housing projects	20	<u>18</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Extent of experience in project construction management	20	<u>18</u>
4. References	5	<u>5</u>
Subtotal, Experience	60	<u>56</u>

Work Performance

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

Capacity to Perform

Factor	Max. Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

Factor	Max. Pts.	Score
1. Experience	60	<u>56</u>
2. Work Performance	25	<u>25</u>
3. Capacity to Perform	15	<u>14</u>
Total Score	100	<u>95</u>

Engineering Scoring Sheet

Grant Recipient La Marque
 Name of Respondent Adico
 Evaluator's Name C. Jackson

CDBG-DR
 Date of Rating 6/25/19

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Has previously completed Infrastructure/Housing projects	20	<u>15</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Extent of experience in project construction management	20	<u>20</u>
4. References	5	<u>5</u>
Subtotal, Experience	60	<u>55</u>

Work Performance

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>22</u>

Capacity to Perform

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>12</u>

TOTAL SCORE

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Experience	60	<u>55</u>
2. Work Performance	25	<u>22</u>
3. Capacity to Perform	15	<u>12</u>
Total Score	100	<u>89</u>

Engineering Scoring Sheet

Grant Recipient La Marque
 Name of Respondent Goodman
 Evaluator's Name A. Ashy

CDBG-DR
 Date of Rating 6/25/19

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Has previously completed Infrastructure/Housing projects	20	<u>15</u>
2. Has worked on federally funded construction projects	15	<u>12</u>
3. Extent of experience in project construction management	20	<u>15</u>
4. References	5	<u>5</u>
Subtotal, Experience	60	<u>47</u>

Work Performance

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>21</u>

Capacity to Perform

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Experience	60	<u>47</u>
2. Work Performance	25	<u>21</u>
3. Capacity to Perform	15	<u>13</u>
Total Score	100	<u>81</u>

Engineering Scoring Sheet

Grant Recipient La Marque
 Name of Respondent Schwarzberg
 Evaluator's Name A. J. J. J.

CDBG-DR
 Date of Rating 6/25/19

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score
1. Has previously completed Infrastructure/Housing projects	20	<u>15</u>
2. Has worked on federally funded construction projects	15	<u>13</u>
3. Extent of experience in project construction management	20	<u>15</u>
4. References	5	<u>5</u>
Subtotal, Experience	60	<u>48</u>

Work Performance

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>7</u>
Subtotal, Performance	25	<u>19</u>

Capacity to Perform

Factor	Max. Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

Factor	Max. Pts.	Score
1. Experience	60	<u>48</u>
2. Work Performance	25	<u>19</u>
3. Capacity to Perform	15	<u>13</u>
Total Score	100	<u>80</u>

Engineering Scoring Sheet

Grant Recipient La Marque
 Name of Respondent Amari
 Evaluator's Name A. Ally

CDBG-DR
 Date of Rating 6/25/19

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score
1. Has previously completed Infrastructure/Housing projects	20	<u>15</u>
2. Has worked on federally funded construction projects	15	<u>10</u>
3. Extent of experience in project construction management	20	<u>15</u>
4. References	5	<u>3</u>
Subtotal, Experience	60	<u>43</u>

Work Performance

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>7</u>
Subtotal, Performance	25	<u>20</u>

Capacity to Perform

Factor	Max. Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>12</u>

TOTAL SCORE

Factor	Max. Pts.	Score
1. Experience	60	<u>43</u>
2. Work Performance	25	<u>20</u>
3. Capacity to Perform	15	<u>12</u>
Total Score	100	<u>75</u>

Engineering Scoring Sheet

Grant Recipient City of La Marque
 Name of Respondent LJA Engineering
 Evaluator's Name Charlene Warren

CDBG-DR
 Date of Rating 6/25/2019

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score
1. Has previously completed Infrastructure/Housing projects	20	<u>20</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Extent of experience in project construction management	20	<u>20</u>
4. References	5	<u>5</u>
Subtotal, Experience	60	<u>60</u>

Work Performance

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>23</u>

Capacity to Perform

Factor	Max. Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max. Pts.	Score
1. Experience	60	<u>60</u>
2. Work Performance	25	<u>23</u>
3. Capacity to Perform	15	<u>15</u>
Total Score	100	<u>98</u>

Engineering Scoring Sheet

Grant Recipient City of La Marque
 Name of Respondent ADICO
 Evaluator's Name Charlene Warren

CDBG-DR
 Date of Rating 6/25/2017

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score
1. Has previously completed Infrastructure/Housing projects	20	<u>19</u>
2. Has worked on federally funded construction projects	15	<u>14</u>
3. Extent of experience in project construction management	20	<u>20</u>
4. References	5	<u>4</u>
Subtotal, Experience	60	<u><u>57</u></u>

Work Performance

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u><u>24</u></u>

Capacity to Perform

Factor	Max. Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u><u>14</u></u>

TOTAL SCORE

Factor	Max. Pts.	Score
1. Experience	60	<u>57</u>
2. Work Performance	25	<u>24</u>
3. Capacity to Perform	15	<u>14</u>
Total Score	100	<u><u>95</u></u>

Engineering Scoring Sheet

Grant Recipient City of La Marque
 Name of Respondent Schaumburg : Polk
 Evaluator's Name Charlene Warren

CDBG-DR
 Date of Rating 6/25/2019

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score
1. Has previously completed Infrastructure/Housing projects	20	<u>20</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Extent of experience in project construction management	20	<u>18</u>
4. References	5	<u>5</u>
Subtotal, Experience	60	<u><u>58</u></u>

Work Performance

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>7</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>0</u>
Subtotal, Performance	25	<u><u>19</u></u>

Capacity to Perform

Factor	Max. Pts.	Score
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u><u>13</u></u>

TOTAL SCORE

Factor	Max. Pts.	Score
1. Experience	60	<u>58</u>
2. Work Performance	25	<u>19</u>
3. Capacity to Perform	15	<u>13</u>
Total Score	100	<u><u>90</u></u>

Engineering Scoring Sheet

Grant Recipient City of La Marque
 Name of Respondent Ammani Engineering
 Evaluator's Name Charlene Warren

CDBG-DR
 Date of Rating 6/25/2014

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score
1. Has previously completed Infrastructure/Housing projects	20	<u>20</u>
2. Has worked on federally funded construction projects	15	<u>15</u>
3. Extent of experience in project construction management	20	<u>17</u>
4. References	5	<u>4</u>
Subtotal, Experience	60	<u>56</u>

Work Performance

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>7</u>
Subtotal, Performance	25	<u>18</u>

Capacity to Perform

Factor	Max. Pts.	Score
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

Factor	Max. Pts.	Score
1. Experience	60	<u>56</u>
2. Work Performance	25	<u>18</u>
3. Capacity to Perform	15	<u>13</u>
Total Score	100	<u>87</u>

Engineering Scoring Sheet

Grant Recipient City of La Marque
 Name of Respondent The Goodman Corp.
 Evaluator's Name Charlene Warren

CDBG-DR
 Date of Rating 6/25/2019

Experience -- Rate the respondent for experience in the following areas:

Factor	Max. Pts.	Score
1. Has previously completed Infrastructure/Housing projects	20	<u>16</u>
2. Has worked on federally funded construction projects	15	<u>13</u>
3. Extent of experience in project construction management	20	<u>17</u>
4. References	5	<u>2</u>
Subtotal, Experience	60	<u><u>48</u></u>

Work Performance

Factor	Max. Pts.	Score
1. Past projects completed on schedule	10	<u>7</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>7</u>
Subtotal, Performance	25	<u><u>17</u></u>

Capacity to Perform

Factor	Max. Pts.	Score
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u><u>11</u></u>

TOTAL SCORE

Factor	Max. Pts.	Score
1. Experience	60	<u>48</u>
2. Work Performance	25	<u>17</u>
3. Capacity to Perform	15	<u>11</u>
Total Score	100	<u><u>76</u></u>

August 25, 2019

Mayor and City Council
Attn: Mr. Charles Jackson, City Manager
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

RE: Proposal for Professional Engineering Services for Westlawn and Highland Subdivision Drainage Improvements – CDBG-DR 2019 for the City of La Marque, Texas

Dear Mayor,

We appreciate the opportunity to submit this proposal to provide Professional Engineering Services to the City of La Marque for the Drainage Improvements for the Westlawn and Highland Subdivision within the City of La Marque. Below is our understanding of the requirements for proposed improvements:

PROJECT DESCRIPTION:

Adico, LLC (“ALLC”) understands that the City is pursuing the CDBG-DR grant for improvements to the drainage facilities within the City limits. The City has identified areas where grant funds will be utilized for drainage improvements.

These projects area are as follow:

1. Westlawn Subdivision
2. Highland Subdivision
3. Preliminary Planning for Regional detention at near Highland Bayou
4. Total construction budget not to exceed: \$1,133,000.

SCOPE OF CIVIL ENGINEERING SERVICES:

Based on our meetings and discussion with City Staff and Grant writers, we understand the scope of work includes the following:

Westlawn and Highland Subdivision Drainage Improvements:

1. H&H Flow Analysis for Westlawn Subdivision
2. Regional Detention - Phase One Improvements
3. Design Phase
4. Bid Phase
5. Construction Phase Service

Detailed tasks for each phase is attached.

COMPENSATION:

Compensation for this assignment shall be in accordance with this letter agreement for Engineering Services executed between the Owner and Adico, LLC. Billing for this assignment will be a monthly invoice based on a lump sum. Based on this agreement and the scope of work described above, we recommend that a **Total Professional Services Fee Not to Exceed \$177,470.00** be established.

Description:	Sub Total
Civil Engineering Services	
1. Topographic Surveying Services	\$25,000.00
2. Limited Drainage Analysis for Westlawn Subdivision	\$18,000.00
3. Design Phase	\$85,000.00
4. Bid Phase Services	\$4,470.00
5. Construction Phase Services	\$15,500.00
6. Project Representative Services	\$22,500.00
Other Services	
1. Geotechnical Services	\$7,000
TOTAL PROFESSIONAL FEES	\$177,470.00

Note:

Consulting services for Environmental Engineering or other specialize services are not included in the budget proposal.

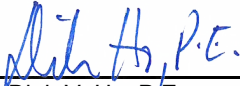
REIMBURSABLE EXPENSES

Adico, LLC proposes to be compensated for reimbursable expenses as required by the Project duties. These expenses shall include Travel and Transportation, Postage and Handling, Reproduction & Graphic Expenses.

We will itemize the review fees in our monthly invoice statement so that the fees are easily distinguished from the professional services shown above. **Adico, LLC** is pleased to submit this proposal and we appreciate the opportunity to provide these services for you. We will consider your acceptance below as our authorization to proceed. Please return one signed copy for our files.

Sincerely,

Adico, LLC
TBPE Firm No. 16423


By: Dinh V. Ho, P.E.,
Principal

Accepted: _____
City of La Marque, Texas

CC: Mr. Charles Jackson, City Manager
Ms. Alice Ashley, Provision Specialized Resources, LLC

EXHIBIT 'A'

**ADICO, LLC
SCHEDULE OF HOURLY RATES**

EFFECTIVE JANUARY 2019

<u>DESCRIPTION / TITLE</u>	<u>HOURLY RATES</u>
Principals/PMs	
Principals, Directors	\$235.00
Sr. Project Managers	\$185.00
Project Managers	\$170.00
Engineers/Designers	
Engineer I	\$120.00
Engineer II	\$145.00
Sr. Engineer	\$175.00
Designers	\$105.00
Designers II	\$125.00
Cadd Technicians	\$80.00
Construction Management	
Construction Administrator	\$125.00
Construction Project Representative	\$95.00
Construction Management	
Administrative Assistant	\$70.00
Clerical/Secretaries	\$80.00

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):

Xerox	\$ 0.10 per Copy (8 ½" x 11")
Xerox Prints	\$1.50 per Square Foot
Mylars	\$ 5.00 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%

ENGINEERING SERVICES AGREEMENT

A. DESIGN PHASE

- Attend preliminary conferences with the Client and other interested parties regarding the facilities proposed.
- Prepare preliminary information and/or one-lines on the individual projects contemplated in sufficient detail to indicate generally the problems involved and the alternative solutions available to the Client and to include preliminary layouts for cost estimates, and the feasibility of the Project.
- Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the Consultant, are required for design and are to be done by others.
- Prepare detailed plans, specifications, and contract drawings on mylar for the Project.
- Prepare detailed estimates of probable construction cost. Construction cost estimates will be based on bid tabulations gathered within the past year. The Engineer shall not be required to guarantee the accuracy of these estimates.
- Furnish to the Client all necessary copies of plans, specifications, contract documents, notice to bidders, and proposal forms.
- Use best efforts to assist the Client to obtain necessary approvals from the appropriate city, county, state, and federal agencies having jurisdiction over the Project. In the event the plans and specification are not approved by any agency because they do not conform to the agency's criteria, prior to review submittal the Engineer shall redesign the plans and specifications to conform to such criteria at no cost to the Client. If the Engineer is unable to obtain approval of the plans due to recording of easements, subordinates, payment of taxes, special nonstandard features requested by the Client, or other factors beyond the Engineer's control, then the plans shall be deemed complete and approved.
- Prepare the Stormwater Pollution Plan Sheet, Report, Notice of Intent and Notice of Termination as required for the project.

B. BID PHASE SERVICES

- Assist the Client in the advertisement of the Project for bid, including preparation and distribution of notices, invitation, bid conditions, and prequalification forms.
- Assist the Client in the opening and tabulation of bids for construction of the Project, and consult with the Client as to the proper action to be taken based on the engineering considerations.
- Review contractor's qualification statement and advise the Client of the information gathered during the review.

C. CONSTRUCTION PHASE SERVICES

- Assist the Client in the advertisement of the Project for bid, including preparation and distribution of notices, invitation, bid conditions, and prequalification forms.

- Assist the Client in the opening and tabulation of bids for construction of the Project, and consult with the Client as to the proper action to be taken based on the engineering considerations.
- Review contractor's qualification statement and advise the Client of the information gathered during the review.
- Prepare and assist in the execution of formal construction contract documents.
- The Engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work; he will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto, and he will not be responsible or liable in any degree for the contractors' failure to perform the construction work in accordance with the Contract Documents. During visits to the construction site and on the basis of the Resident Project Representative on-site observations, he will keep the Client informed of the extent of the progress of the work and advise the Client of material and substantial defects and deficiencies in the work of contractors which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.
- Review samples, catalog data schedules, shop drawings, laboratory, shop and mill test of material and equipment, and any other data the Contractor submits. This review does not relieve contractors of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity of constructing a complete and workable facility in accordance with the construction contract documents.
- The Engineer and his Resident Project Representative will review the contractors' applications for payment accompanied by contract dates and schedules, prepare monthly and final estimates for payments to such; collect and deliver to client certifications by the contractor that his subcontractors and suppliers have been paid; and assemble such written guarantees and maintenance bonds which the construction Contract Documents require.
- Construction administration will include attendance at the pre-construction meeting, pay estimate review, construction schedule review, and coordination with contractor, owner, and governmental agencies.
- Conduct, in company with the Client, a final inspection of the Project for general conformance with the design concept of the Project and general compliance with the construction Contract Documents. Prepare a punch list and recommend approval of the final payments to the contractors upon completion of all contract requirements.
- Revise contract drawings (unless redrawing is required), based on information provided by the contractor, to show the work as actually constructed. Furnish a set of prints of the revised drawings to the Client. These are not to be certified as as-built plans but will be record drawings as signed by the utility and paving contractor.
- On the basis of construction observed by the Resident Project Representative and Engineer, issue certification to the Client that the Project or any phase thereof has been completed in substantial compliance with the construction contract documents.

D. PROJECT REPRESENTATION SERVICES

- On site Resident Project Representation will include periodic site visits (typically 12-14 hours a week) to review progress of contractor's work. These visits will be performed on an as needed basis during certain phases of construction.
- The Resident Project Representative will make his best effort to be on-site during critical phases of work. It is agreed that the Engineer does not underwrite, guarantee or ensure the work done by the contractors and since it is the contractor's responsibility to perform the work done in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so.
- Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractors shall not relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

OCT 23 P.M.



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 10, 2018

The Honorable Bobby Hocking
Mayor of La Marque
1111 Bayou
La Marque, TX 77568

Re: Hurricane Harvey Disaster Recovery Fund Applications

Dear Mayor Hocking:

Congratulations. Your community has been awarded Community Development Block Grant – Disaster Recovery (CDBG-DR) funds for Hurricane Harvey under the method of distribution created by your regional council of governments, as follows:

- Local Buyout/Acquisition - \$1,485,783.00
- Local Infrastructure - \$1,447,527.00

The Texas General Land Office (GLO) is dedicated to assisting your community in the recovery process and would like to know whether you intend to apply for these CDBG-DR funds. Please notify the GLO of your community's decision to utilize these funds by November 30, 2018, using the email below.

The deadline for receipt of applications is January 31, 2019. If you or your staff have questions, please call or write our Deputy Director of Operations, Chelsea Buchholtz, at 512.475.5042 or Chelsea.Buchholtz.glo@recovery.texas.gov.

The GLO is dedicated to your success and grateful for your partnership in helping to rebuild an even stronger Texas. We look forward to working with you.

Sincerely,

GEORGE P. BUSH
Commissioner, Texas General Land Office

1700 North Congress Avenue, Austin, Texas 78701-1495
P.O. Box 12873, Austin, Texas 78711-2873
512-463-5001 glo.texas.gov



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019

Prepared by: Charles Jackson/
Charlene Warren

Agenda item: 5g

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION Consider recommendation to adopt Resolution No. **R-2019-0023**, authorizing the City Manager of the City of La Marque, Texas, as authorized signatory for contractual documents pertaining to the Texas General Land Office (GLO); Texas Community Development Block Grant-Disaster Recovery (CDBG-DR) Hurricane Harvey DR-4332

☒

ATTACHMENTS FOR REFERENCE

1. Resolution
2. RFQ 19-01 Engineering Services

STAFF BRIEFING:

- In October, 2018, the City was notified that it had been awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds for Hurricane Harvey under the method of distribution created by H-GAC
- The award for Local Buyout/Acquisition is \$1,485,783.00
- The award for Local Infrastructure is \$1,447,527.00
- For submission of application for the Texas Community Development Block Grant-Disaster Recovery it is necessary to appoint a person to execute contractual application documents pertaining to these grants

HISTORY:

- Every Federal Grant submitted on behalf of the City of La Marque has appointed such person
- City of La Marque acknowledges that if an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide the GLO with a resolution stating who the new authorized signatory shall be

TARGET IMPLEMENTATION: **September 9, 2019**

SIGNIFICANT ACTION DATES:

September 9, 2019 - City Council to consider



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	N/A
Actual Bid	N/A
Estimated Expenditure	N/A
Acct. Name(s)	N/A
Line Item #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2019-0023**, authorizing the City Manager of the City of La Marque, Texas, as authorized signatory for contractual documents pertaining to the Texas General Land Office (GLO); Texas Community Development Block Grant-Disaster Recovery (CDBG-DR) Hurricane Harvey DR-4332

FISCAL IMPACT: None; any future awards of CDBG grant funds will include provisions for administration and engineering services.

RESOLUTION NO. R-2019-0023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING AUTHORIZED SIGNATORY FOR CONTRACTUAL DOCUMENTS PERTAINING ENGINEERING SERVICES FOR THE TEXAS GENERAL LAND OFFICE (GLO); TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR) HURRICANE HARVEY DR-4332.

WHEREAS, the City of La Marque, Texas is in preparation of an application for the Texas Community Development Block Grant-Disaster Recovery directly related to the effects of Hurricane Harvey (DR-4332), and;

WHEREAS, an original signed copy of the CDBG-DR applications is to be submitted with a copy of this Resolution; and

WHEREAS, the City of La Marque, Texas as well appoints the City Manager as an authorized signatory for the City to enter into a contract with Adico, LLC for Engineering Services for the aforementioned Community Development Block Grant-Disaster Recovery (CDBG-DR) through the Texas General Land Office for Infrastructure and Acquisition projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AS FOLLOWS:

The City Manager shall be authorized to execute contractual documents between Adico, LLC as well as to enter into Engineering Services contract with Adico, LLC.

PASSES, APPROVED, AND ADOPTED by City Council of the City of La Marque on this the _____ day of _____, 2019

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis Ortego, City Attorney

City of La Marque, Texas
Request for Qualifications (RFQ) for Engineering
RFQ #19-01

June 7, 2019

Re: RFQ #19-01 Proposed Contract Funding for the CDBG – Disaster Recovery Fund through GLO Community Development & Revitalization

Engineering Service Providers:

Attached is a copy of the City of La Marque Request for Qualifications for engineering services. These services are being solicited to assist the City of La Marque in its application and project implementation of a contract(s), if awarded, from the CDBG – Disaster Recovery Fund of the General Land Office (GLO) Community Development Block Grant Program. The City of La Marque will be applying for such funding to support infrastructure and housing activities in the City of La Marque.

Multiple contracts may be awarded as a result of this solicitation.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

City of La Marque
Attn: City Clerk
1111 Bayou Road
La Marque, Texas 77568

To obtain a copy of the RFQ packet, please visit our website at www.cityoflamarque.org or contact Robin Eldridge, City Clerk at 409-938-9259.

Along with your proposal, you must also include verification that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Please include a print out of the search results.

The deadline for submission of proposals is **10:00 a.m., June 20, 2019**, at which time the bids will be publicly acknowledged in the La Marque Council Chambers located at 1109-B Bayou Road, La Marque, Texas, 77568.

The City of La Marque reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City of La Marque is an Affirmative Action/Equal Opportunity Employer.

Request for Qualifications (RFQ) for Engineering Services

The City of La Marque is seeking to enter into an Engineering Services contract with a state-registered engineering firm. The following outlines this request for qualifications.

- I. Scope of Work - The contract will encompass all application and project-related services for the City of La Marque under its CDBG-Disaster Recovery project, including but not limited to the following:

Pre-Funding Services

- Assist with the development of grant applications, as necessary.

Post-Funding Services

- Initial Engineering and Design Support
- Engineering and Final Design Support
- Bid and Award Support
- Contract Management and Construction Oversight
- Specialized Services

Please specify actual tasks to be performed under each of these categories.

*Pre-funding services are not eligible for CDBG-DR reimbursement and must be paid with local or other non-CDBG-DR funds.

- II. Statement of Qualifications - The City of La Marque is seeking to contract with a competent engineering firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to disaster recovery, projects;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally-funded construction projects; and
- Projects located in this general region of the state

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers, environmental, architects, surveyors that will or may be assigned to this project if awarded the services contract award.

Please provide a copy of your current certificate of insurance for professional liability.

- III. Evaluation Criteria - Proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

- IV. Affirmative Steps Respondent shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
- V. For this RFQ, Respondent's qualifications will be evaluated, and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.
- Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract.
- VI. Deadline for Submission - Proposals received will be received no later than **10:00 a.m., June 20th, 2019** at the following address:

City of La Marque
Attn: City Clerk
1111 Bayou Road
La Marque, Texas 77568

Engineering Scoring Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

CDBG-DR
 Date of Rating _____

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Has previously completed Infrastructure/Housing projects	20	_____
2. Has worked on federally funded construction projects	15	_____
3. Extent of experience in project construction management	20	_____
4. References	5	_____
Subtotal, Experience	60	=====

Work Performance

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	=====

Capacity to Perform

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Capacity to Perform	15	=====

TOTAL SCORE

<u>Factor</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Experience	60	_____
2. Work Performance	25	_____
3. Capacity to Perform	15	_____
Total Score	100	=====



TEXAS GENERAL LAND OFFICE

ENGINEERING

SCOPE OF WORK

SCOPE OF SERVICES REQUESTED	2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....	2
ENGINEERING SERVICES.....	2

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas

- iii. General notes
- iv. Special notes
- v. Design details
- vi. Specifications
- vii. Utility relocation designs
- viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
- ix. Required permits
- x. Quantities
- xi. Estimate of construction costs to within +/- 25%
- xii. Schedules for design, permitting, acquisition and construction

- (d) Design surveying, topographic and utility mapping.
- (e) Perform subsurface explorations for project sites, as necessary.
- (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- (j) Prepare plans and profiles, including vertical design information for the selected alternative.
- (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal

descriptions of parcels to be acquired.

- (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or

files associated with the completed design documents.

- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.

- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final “as built” report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.

- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED	

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): 	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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This Sample Contract is provided as an **EXAMPLE ONLY**. The Texas General Land Office (“GLO”) makes no representations or warranties regarding the sufficiency of this Sample Contract for use by any party including, without limitation, any local government entity.

A local government entity should consult with its own contracting and procurement staff and/or legal counsel regarding the sufficiency of any contract document or procurement process.

**PROFESSIONAL ENGINEERING SERVICES FOR
NON-HOUSING PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT NO. _____**

THE ****insert subrecipient name**** (the “Subrecipient”) and ****insert vendor name****, Tax Identification Number *** (“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract for professional engineering services (the “Contract”) pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds, administered by the Texas General Land Office (“GLO”) for damage sustained from _____; and

WHEREAS, the CDBG-DR program is funded under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2016, Pub. L. No. 114-113.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Administrative and Audit Regulations” means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee’s with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts. “Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“CDBG—DR” means the Community Development Block Grant—Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“Certificate of Construction Completion” means a document submitted by an engineer or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, indicates acceptance of the non-housing project, as built.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Federal Assurances” means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “Generally Accepted Accounting Principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-DR program grant.

“Performance Statement” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

“Project” means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-DR non-housing grant and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-DR Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means ****insert vendor name****, selected to provide the services under this Contract, if any.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Quarterly Report” means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

“RFQ”/“RFP” means the Subrecipient’s Request for Qualifications/Proposals No. _____, or the Solicitation, as defined below.

“Scope of Work” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

“Solicitation” means Subrecipient’s Request for Qualifications/Proposals No. _____, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any Addenda.

“State of Texas *TexTravel*” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Subrecipient” means ****insert subrecipient name****, a local governmental body or political subdivision that receives funds under HUD’s CDBG—DR Program for non-housing projects.

“Subrecipient Agreement” means the contractual agreement for a CDBG-DR non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

“Technical Guidance Letter or ‘TGL’” means an instruction, clarification, or interpretation of the requirements of the CDBG-DR Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment X, Attachment Y, Attachment Z (Attachment order will be specific to each Contract, Provider’s Response will be the last item in the overall list.); Solicitation Documents; and Provider’s Response to Solicitation.

General Rule: Contract, General Affirmations, Insurance, other docs created by us like the solicitation, then docs created by them. Ask an Atty if you have out of the ordinary documents

1.03 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for disaster recovery projects in the City of ***, *** County, Texas, as authorized under GLO Contract No. **_***_***_**** (“Subrecipient’s Contract”), as may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as Attachment C (“the Project”).

Provider is responsible for obtaining Subrecipient’s most current performance statement and Implementation Schedule, Budget (“Subrecipient’s Documents”), and any other documentation which may be required to accomplish the Project that is the subject of this Work Order. Such documents are incorporated herein by reference in their entirety for all purposes.

No work may begin and no charges may be incurred prior to the effective date of Subrecipient’s Contract and/or Amendment, to which this Work Order is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient’s Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services. Document status may be confirmed through the GLO. Provider may obtain GLO contact information from the Subrecipient.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

QUARTERLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:

QUARTERLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Quarterly Report in a timely manner. Each Quarterly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Quarterly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Quarterly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than quarterly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Quarterly Report is delinquent or deficient, in the sole discretion of the GLO.

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in **Attachment A** of this Work Order and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

FINAL DOCUMENTATION: By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration firm, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, as built report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the date signed by the last party, and shall terminate on [REDACTED]. The Subrecipient, at its own discretion, may extend any contract awarded pursuant to the Solicitation for up to [REDACTED] () additional [REDACTED] () year terms or until the time the grant funding expires, whichever comes first. Any extension will be subject to terms and conditions mutually agreeable to both parties.

2.02 EARLY TERMINATION

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated on a negotiated fee basis, for a not to exceed amount of **** DOLLARS (\$***.**), reimbursable in increments as shown in the Benchmarks in Attachment C for the type of work to be performed. The Professional Engineering Services Fee shall not exceed the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Quarterly Report required, as discussed in SECTION 1.04, above.

At a minimum, invoices must clearly reflect:

- (a) Provider's Contract Number;
- (b) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (c) the current amount being billed;
- (d) the cumulative amount billed previously;
- (e) the balance remaining to be billed; and
- (f) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within

the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Subrecipient.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

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V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2016, Pub. L. No. 114-113 enacted on December 18, 2015, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and

agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the “Work Product”). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO’s use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider’s obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the Parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

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7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DR grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (“.pdf”) format or any other format agreed between the Parties. Failure of Provider to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- THIS CONTRACT;
- ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR
- ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient

Name*****

Address*****

City, State ZIP**

Attention: *****

Provider

Provider*****

Address*****

City, State ZIP**

Attention: *****

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in [REDACTED] County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

[Local Government Entity to Complete]

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-DR program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery; and

Guidance Documents: 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019

Prepared by: Chaise Cary

Agenda item: 5h

Reviewed by: Charlene Warren

Charles Jackson

Department: Public Works

AGENDA ITEM DESCRIPTION: Consider recommendation to approve the annual Galveston County Health District Water Pollution Control and Abatement Contract for services provided including City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations in the amount of \$13,067.00

☒ X

ATTACHMENTS FOR REFERENCE

1. FY 2019/2020 Contract

STAFF BRIEFING:

- Annual agreement with Health District to provide inspection services and respond to complaints generated
- There are no changes from previous year's agreement and expense is accounted for in 2019/2020 budget
- Agreement provides for Health District employees to conduct inspections of commercial grease traps (twice a year) on a City-wide basis
- County also does "spot" inspections of municipal Waste Water Treatment Plant (WWTP) and a more "in-depth" annual inspection of the same
- Per agreement, County responds to complaints received from residents/businesses and forwards complaints and resolutions to the City
- City is provided with monthly updates
- Finance Director has reviewed

HISTORY:

- This is an annual agreement that has increased over the course of 3 years

TARGET IMPLEMENTATION: **October 1, 2019**

SIGNIFICANT ACTION DATES: N/A

ACTION:

- | | |
|---|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Contract approval | |

Cost Details:	
Budgeted	\$15,000.00
Actual Bid	
Estimated Expenditure	\$13,067.00
Acct. Name(s)	Professional Fees
Line Item #	02-4040-24-00
Other Funding	



CITY COUNCIL AGENDA FORM



Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

STAFF'S RECOMMENDATION: Motion to approve the annual Galveston County Health District Water Pollution Control and Abatement Contract for services provided including City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations in the amount of \$13,067.00

FISCAL IMPACT: \$13,067.00

GALVESTON COUNTY HEALTH DISTRICT

Protecting and Promoting the Optimal Health and Well-Being of Galveston County

Ben G. Raimer, MD
Chair, United Board of Health

Philip Keiser, MD
Local Health Authority



Kathy Barroso, CPA
Chief Executive Officer

June 13, 2019

Mr. Chaise Cary
Public Works Director
City of La Marque
4916 FM 1765, Suite C
La Marque, TX 77568

Dear Mr. Cary:

Enclosed please find the FY2020 Water Pollution Control and Abatement Contract between the City of La Marque and the Galveston County Health District. Should you wish to propose revisions to this Contract, please notify me by phone or via email. Please note that the total amount of the Contract has **increased** for the 2020 fiscal year.

Following your review and approval, please have your municipality's designated official sign the contract and remit an original copy by mail to: Galveston County Health District, Environmental Services, PO Box 939, La Marque, Texas 77568 or via email to kwilson@gchd.org

Once we receive the signed original copy, we will fully execute the contract and return a copy for your records. Should you have any additional questions or concerns, please feel free to contact me at 409-938-2310.

Sincerely,

Katie Wilson
Water Pollution Services Manager
Galveston County Health District

/KW

Enclosures

Public Health Services • Coastal Health & Wellness • Emergency Medical Services • Animal Resource Center

The Galveston County Health District (GCHD) is the local public health agency for Galveston County, Texas. GCHD provides services and programs that protect the everyday health and well-being of Galveston County.

P.O. Box 939 La Marque, Texas 77568 • (409) 938-7221

www.gchd.org



Contractual Agreement
For the
City of La Marque

THE STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§
	§
CITY OF LA MARQUE	§

THIS AGREEMENT is made and entered into by and between the City of La Marque (hereinafter "CITY"), with its principal office at 1111 Bayou Road, La Marque, Galveston County, Texas 77568 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett. F. Lowry Expressway, Texas City, Galveston County, Texas 77591

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the PERFORMING PARTY.

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

Article I

STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

☒ **Investigations - Complaint Response**

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regards to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its authority to seek enforcement action(s) through the court systems in Galveston County.

- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

☒Source Inspections - Publically Owned Treatment Works (POTW)

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

☒Source Inspections - Grease Traps

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.

- (11) The PERFORMING PARTY will immediately coordinate with the CITY, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.
- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

☒ Sample Local Waterways (Surface Water Sampling)

- (13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current NELAC Institute (TNI) Standard.
- (16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The

purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7th) calendar day following the end of the month.

B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

Article III

ANNUAL MEETING

The PERFORMING PARTY will conduct an annual meeting in the month of January with the CITY. This meeting may be modified or amended upon the consent of the CITY. Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The annual meeting will be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY.

Article IV

EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

Article V

COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount of services chosen in Article I, Statement of Services (see Attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principle office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt their of quarterly statement. Final payment for services shall be due upon completion of these services.

Article VI

TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

Article VII

ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

Article VIII

Notices

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:

Attention: Chaise Cary
Interim Public Works Director
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

Attention: Katie Wilson
Water Pollution Services Manager
Galveston County Health District
Office of Environmental Health Programs
PO Box 939
La Marque, Texas 77568

Article IX

INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate general liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,
- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S failure to maintain adequate general liability insurance or worker's compensation coverage as required by this AGREEMENT or as required by governing law.

Article X

EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal

opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

Article XI

REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

Article XII

PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regards to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

Article XIII

GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

Article XIV

LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

ARTICLE XV

VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVI

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The City Manager or designee has the authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVII

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2019 and shall continue in full force until September 30, 2020, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

**GALVESTON COUNTY HEALTH
DISTRICT**

CITY OF LA MARQUE

Kathy Barroso, CPA
Chief Executive Officer

Bobby Hocking
Mayor

Date

Date

Attachment A: Contract Pricing

City of La Marque Contract Pricing			
Activity	Cost / Unit	Number of Units	Total Cost
Complaint Investigations Flat Rate-Per Capita 2010 Census	\$0.31	14297	\$4,432.00
Waste Water Treatment Plant Inspection (Spot)	\$229.00	3	\$687.00
Waste Water Treatment Plant Inspection (CCI)	\$324.00	1	\$324.00
Source Inspections - Grease Traps	\$94.00	43	\$4,042.00
Surface Water Monitoring Surface Water Sampling (collect and lab testing)	\$597.00	6	\$3,582.00
Total			\$13,067.00



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019

Prepared by: Charlene Warren

Agenda item: 5i

Reviewed by: Charlene Warren

Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to approve the contract for Bid **LM #06-20** to Oriental Building Services, Inc. for janitorial services in the amount of \$32,393.88

☒

Attachment for reference

1. Contract

STAFF BRIEFING:

- In order to maintain a clean and orderly business environment for both employees and citizens, the City of La Marque utilizes professional janitorial services for city facilities
- On July 17, 2019, a bid notice was posted on both the City's website and Texas Bid System's website
- There were 212 bids solicited through the City's website and 45 bids through Texas Bid System
- A legal ad was placed in the Galveston County Daily News that ran twice in a fifteen (15) day period (7/17/2019 and 7/24/2019)
- Fourteen (14) interested vendors attended the mandatory pre-bid conference on July 24, 2019
- On July 31, 2019, eight (8) bids were submitted and five (5) were qualified to continue the process
- Janitorial products and consumables are purchased separately as better pricing is available when obtained by the City
- Please see bid tabulation for bid results
- The bid amounts are based on specifications supplied by the City of La Marque.
- This bid has been discussed with the Finance Director
- Contract will be reviewed by City Attorney once bid is awarded
- Staff recommends awarding the bid for LM #06-20 Janitorial Services to Oriental Building Services, Inc. (OBS), the second lowest qualified bid meeting specifications
- Although one bid was lower, OBS is within the 3% allowed for consideration.
- Based on responsiveness, service history, and an in-state vendor, staff recommends the incumbent
- Finance Director has reviewed

HISTORY:

- Previous vendors have been selected through the formal bid process.

TARGET IMPLEMENTATION: October 1, 2019



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

07/17/2019 - Bid Packet posted on City website and Texas Bid System

07/17/2019 - Legal Ad placed in Galveston County Daily News

07/24/2019 - Legal Ad placed in Galveston County Daily News

07/31/2019 - Bid opened

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Approval of Contract | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	\$36,340.00
Actual Bid	\$32,393.88
Estimated Expenditure	\$32,393.88
Acct. Name(s)	Various Depts.
Line Item #	Various Depts.
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to approve the contract for Bid **LM #06-20** to Oriental Building Services, Inc. for janitorial services in the amount of \$32,393.88

FISCAL IMPACT: Budgeted line item - **\$32,393.88**



CUSTODIAL SERVICE AGREEMENT

WHEREAS, the City of La Marque desires to enter into a contract for janitorial services as described in the attached Proposal **LM 06-20** for Janitorial Services for City of La Marque Facilities dated July 31, 2019, this AGREEMENT, made this 10th day of September, 2019, is between Oriental Building Services, (hereinafter "Contractor") and the City of La Marque, (hereinafter "Owner").

1. **Services:** Contractor will provide janitorial and related services to Owner in accordance to **Exhibit A** (attached) in the following buildings located in La Marque, Texas:

City Hall (5 days/week)	Police Department (5 days/week)
Council Chambers (3 days/week)	Public Services (3 days/week)
Library (3 days/week)	LM Economic Development (5 days/week)

Contractor shall be responsible for performing the work under this contract in a safe and skillful manner and shall be liable for the Contractor's own negligence and the negligent acts of Contractor's employees or sub-contractors. The Contractor has the sole obligation to protect and warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at his/her own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

The City of La Marque shall have the right of control over the manner and quality in which the work is to be done and shall not be charged with the responsibility of preventing risk to the Contractor, Contractor's employees, or sub-contractors.

All work shall be done at the Contractor's risk. The Contractor shall have equipment necessary to perform and complete all aspects of the services described herein. The Contractor shall have sufficient workforce to complete the work assignments in a timely manner.

The Contractor shall complete and be responsible for all work as specified, indicated, or described in contract documents. The substantial completion of the work shall not excuse the Contractor from performing all the work undertaken whether of a minor or major nature, and thereby completing the project in accordance with Contract Documents. In the event that the Contractor fails to perform the work as required for final completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work specified or contemplated by the contract documents.

2. **Term:** The contract term shall be from **October 1, 2019** through **September 30, 2020**. The City of La Marque reserves the right to exercise a one-year option to renew, which, if chosen, would expire on September 30, 2021.

Owner Initials: _____

Contractor's Initials: _____

3. Termination: If Owner is dissatisfied with the quality of services, Owner must inform Contractor in writing of the specific areas of dissatisfaction, and if Contractor fails to substantially correct the deficiencies within ten (10) days, Owner may terminate this Agreement upon a thirty (30) day written notice to the Contractor. Owner may terminate this Agreement at any time if the premises are destroyed. If Owner vacates the premises, Owner may terminate this agreement upon a thirty (30) day written notice to the Contractor. Contractor may terminate services at any time after five (5) notices for nonpayment, after proper written notification of default on payments, and allowing at least fifteen (15) days to correct for nonpayment.

No written notice shall be required once contract expires.

4. Price: Owner agrees to pay Contractor for the services on a monthly basis, the amount of **\$2,699.49**. Payment will be made net-30 days from date of invoice received. A late charge of 1½ percent per month shall be paid by Owner to Contractor on any past due payment not received within thirty (30) days of receipt of invoice on the last day of the following month in which services are performed.

Owner is responsible for supplying all consumable products for the duration of this contract.

5. Credit for Unoccupied Space: Owner agrees to notify Contractor in advance and in writing in the event cleaning responsibilities are to be decreased from those previously established. Unless Contractor receives a thirty (30) day written notice in advance, no credit for unoccupied space can be given on a retroactive basis as work had already been performed.
6. Change in Work Performed: The above price is based upon the service area and frequency of services in the attached specifications. If there is any change in such area or services, Owner and Contractor agree to negotiate a reasonable price adjustment.
7. Extraordinary Cost Change: If any extraordinary event affects Contractor's costs, upon written notice to Owner, the parties agree to negotiate a reasonable adjustment. Such events shall include armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which Contractor cannot reasonably protect itself.
8. Holidays: Services are to be performed (see section 1) days per week, excluding only the following holidays: Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Eve and Christmas Day, and New Year's Day. In the event the cleaning day falls on a holiday, the Contractor will perform the cleaning on the next business day.
9. Insurance: Contractor agrees to maintain in effect, during the term hereof, insurance for workers' compensation, personal injury and property damage with \$1,000,000 combined single limit liability per occurrence. Contractor has the right to be self-insured, where permitted by State law and shall abide by and comply with all relevant statutes therein. Contractor shall furnish to Owner a Certificate of Insurance evidencing such coverage and including the City of La Marque as an additional insured, and specifying that thirty (30) days prior notice of cancellation will be sent to Owner.

Owner Initials: _____

Contractor's Initials: _____

10. Conformance with Legal Obligations: Owner agrees to keep its facilities in a safe condition and in conformance with Federal, State and local laws, ordinances and regulations, and agrees to indemnify and hold harmless the Contractor from loss and liability (including reasonable attorneys' fees) caused by Owner's failure to do so. Contractor agrees to notify Owner, via tenant complaint forms or similar form, of any hazards detected by Contractor during the course of services performed.
11. Indemnification: The Contractor shall agree to defend, indemnify, and hold the City of La Marque and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of Contractor, or any agents, servant, or employee of Contractor in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees. The Contractor shall further agree that it shall at all times exercise reasonable precaution on behalf of, and be solely responsible for, the safety of its officers, agents, employees, sub-contractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of Contractor, its officers, agents, employees, sub-contractors, licensees, invitees, or other persons associated with Contractor.
- The Contractor shall acknowledge to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless from all claims growing out of any demands of sub-contractors, laborers, workers, mechanics, material men, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, Contractor shall furnish satisfactory evidence that all obligations of the nature described here have been paid, discharged, or waived.
12. The Contractor shall indemnify the City of La Marque against any and all liability, losses, fines or judgments including costs, attorney fees and other expenses for death or injuries to persons or property arising out of or in connection with Contractor's performance of the described duties. The City of La Marque will give the Contractor prompt written notice of any demand, claim, or suit against the City of La Marque, and Contractor shall have the right to compromise or defend the matter to the extent of the Contractor's own interest.
13. The City shall have the right to order the work of the Contractor and/or any of his employees and/or sub-Contractors wholly or partially to be stopped immediately if, in the judgment of the City, any of the work being done is not in strict accordance with this agreement. The work may be ordered to be stopped immediately if there is any legal action such as, but not limited to, injunctions received by the City, or ordered by the City of La Marque City Council, or any other body having such jurisdiction.
14. Storage Area: The Owner shall furnish a locked storage area, when applicable, for each of the buildings within this contract, where all janitorial equipment and supplies can be secured. Said storage area shall be accessible solely to Contractor and Owner. Should Owner need to use Contractor's equipment and supplies, and if any equipment is lost or damaged, Owner agrees to pay a reasonable fee to replace or repair said equipment, if Owner is deemed responsible for the loss or damage.

Owner Initials: _____

Contractor's Initials: _____

15. Independent Contractor: Contractor is an independent Contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Owner.
16. Binding: This Agreement shall inure to and bind the successors, assigns, agents and representatives of the parties.
17. Entire Agreement: This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this agreement and the attached specifications, the former shall be controlling.
18. Notices: Notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed with postage prepaid,

To Owner at:

City of La Marque
1111 Bayou Road.
La Marque, TX 77568

To Contractor at:

Oriental Building Services
14100 Southwest Freeway Ste. 360
Houston, TX 77478

Or at any other address that may be given by either party to the other in the manner provided above.

CITY OF LA MARQUE

ORIENTAL BUILDING SERVICES

By: _____
Signature

By: _____
Signature

Charles "Tink" Jackson, City Manager
Printed Name and Title

Sydney Jim / Director of Houston Division
Printed Name and Title

Date

Date

Owner Initials: _____

Contractor's Initials: _____

“EXHIBIT A”

Janitorial Services

I. Entrance, Lobby and Office Areas (Including Common Areas)

A. Each Visit

Entrance glass doors will be cleaned
 All ash urns will be cleaned (where applicable)
 Outside entrance area will be swept and policed for trash
 Entrance area furniture will be wiped or brushed to maintain a clean appearance at all times
 All horizontal surfaces will be spot dusted for dust/debris that arises between the week detailed dusting
 All carpeted areas and mats will be vacuumed including areas under desks and chairs
 Only designated sockets will be used to plug in vacuums
 Hard surface floors will be swept and spot damp mopped using fresh/clean mop water. Plastic chair mats will be mopped as needed
 Trash receptacles will be emptied and liners replaced as necessary
 Interior glass will be spot cleaned as necessary
 All drinking fountains will be polished and sanitized
 All furniture and trash cans are to be properly arranged after cleaning and vacuuming is completed
 Clean/sanitize the public use tables (Library)

B. Once A Week

Dust all desk tops, shelves, cubicle tops, file cabinets and ledges
 Wall hangings will be dusted
 Hard to reach areas of carpet will be vacuumed as necessary
 Hard surface floors will be thoroughly wet mopped using fresh/clean mop water
 Doors and kick plates will be cleaned to remove fingerprints and non-permanent smudges
 Light switch plates will be wiped and disinfected
 Clean and disinfect telephone receivers
 Dust tops of bookshelves (Library)

C. Once A Month

Blinds will be dusted
 Window sills and ledges will be dusted
 Baseboards will be dusted
 Air vents will be dusted
 Cobwebs will be removed

Note: Will not move or disrupt any items on desk. Will not disturb, move or in any way disrupt any computer equipment.

II. Restrooms

A. Each Visit

All supplies will be restocked

Owner Initials: _____

Contactor's Initials: _____

All trash and sanitary napkin containers will be emptied
 Fresh liners will be put in each receptacle
 Hard surface floors will be swept and wet mopped using fresh/clean mop water
 Commodes and urinals will be cleaned inside and out using a germicidal treatment
 Sinks and countertops will be cleaned using a germicidal treatment
 All mirrors and fixtures will be cleaned
 Partitions and walls will be spot cleaned as necessary between the weekly detailed clean
 Disinfectant will be poured in drains to prevent odors (where applicable)
 Exterior of paper towel dispensers will be wiped and disinfected
 Wall areas that are below and near paper towel dispensers will be wiped to remove any water spots
 Exterior of trash receptacles will be wiped down
 All stainless steel will be wiped down using appropriate stainless steel treatment
 Light switch plates will be disinfected

B. Once A Week

All chrome fixtures will be polished
 Partitions will be thoroughly cleaned and wiped including tops using germicidal treatment
 Doors and kick plates will be wiped to remove smudges and fingerprints
 Air vents will be dusted
 Cobwebs will be removed
 Interior of trash receptacles will be wiped and disinfected as necessary

C. Once A Month

Note: For sanitation consideration all monthly detail cleaning duties have been incorporated into either daily or weekly schedule

III. Break Room(s) and Coffee Bars

A. Each Visit

All tables and chairs will be wiped and organized
 Trash receptacles will be emptied and liners will be replaced
 Counter tops and sinks will be cleaned, including splash guards
 Interior and exterior of microwaves will be cleaned
 Hard surface floors will be swept and wet mopped using fresh/clean mop water
 All carpeted areas and mats will be vacuumed
 Coffee machines and pots will be cleaned. Grounds will be placed in trash
 Exterior of refrigerator will be wiped and disinfected
 Front of vending machines will be cleaned
 Exterior of paper towel dispensers will be wiped and disinfected
 Wall areas below dispensers will be cleaned to removed spots
 Cabinet doors will be wiped to remove any smudges or fingerprints
 Light switch plates will be wiped and disinfected
 Interior of soiled trash receptacles will be wiped and cleaned as necessary

B. Once A Week

Doors and switch plates will be wiped to remove non-permanent smudges and fingerprints
 Air vents will be dusted
 Cobwebs will be removed
 Water dispenser drip trays will be emptied and sanitized (where applicable)

Owner Initials: _____

Contactor's Initials: _____

Wall areas near trash receptacles will be wiped and disinfected
 Interior of soiled trash receptacles will be wiped and disinfected
 Paper Recycle Bin will be emptied and paper taken to recycle bin

C. Once A Month

Note: For sanitation consideration, all monthly detail cleaning duties have been incorporated into either the daily or weekly schedule

Janitorial Closet

Closet will be kept clean and organized
 All supplies will be neatly organized
 All mop buckets will be emptied after every use
 All mop heads and cleaning clothes will be cleaned and sanitized or replaced on a regular basis

Other Services

Defective or inoperable building equipment shall be brought to the attention of City of La Marque such as:

- Plumbing leaks
- Defective lights
- Doors or gates not properly working

Owner Initials: _____

Contactor's Initials: _____



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019

Prepared by: Charlene Warren

Agenda item: 5j

Reviewed by: Charlene Warren

Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Consider recommendation to award Re-Bid **LM #02-20** and approve a contract to Parrish & Parrish Tractor Service for Lawn Care Maintenance of City Facilities and Parks in the amount of \$76,475.00

☒

ATTACHMENTS FOR REFERENCE

1. Bid Tab
2. Contract

STAFF BRIEFING:

- The City of La Marque desires to project a manicured appearance at its facilities and parks
- Public facilities are often the first impression citizens receive of our city
- Our parks are essential to attracting families to our City and are one of the amenities that make us a desirable place to reside
- There were 212 bids solicited through the city's website, 45 bids solicited through Texas Bid System, as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period (8/7/2019 and 8/14/2019).
- A notice was posted on the City of La Marque web site
- One (1) interested vendor attended the pre-bid conference on August 14, 2019
- Four (4) bids were submitted and of those, four (4) qualified bids were received
- Please see the enclosed bid tabulation for bid results
- The bid amounts are based on specifications supplied by the City of La Marque
- Finance Director has reviewed
- Staff recommends awarding the re-bid for LM #02-20 Lawn Care Maintenance of City Facilities and Parks to Parrish & Parrish Tractor Service, the lowest qualified bidder meeting specifications

HISTORY:

- Historically (over 10 years ago), City Public Works had a fully staffed and equipped Parks Division
- Through attrition, the Division devolved to a crew of 2-3 employees

TARGET IMPLEMENTATION: October 1, 2019

SIGNIFICANT ACTION DATES:

August 7, 2019 - Legal Ad placed

August 14, 2019 - Legal Ad placed

August 21, 2019 - Bids opened



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Award of Bid | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:	
Budgeted	\$75,000.00
Actual Bid	\$76,475.00
Estimated Expenditure	\$76,475.00
Acct. Name(s)	Repair & Maintenance
Line Item #	01-3020-12-00-LNDSCP-20
Other Funding	\$0.00

STAFF'S RECOMMENDATION: Motion to award Re-Bid #LM 02-20 and approve a contract to Parrish & Parrish Tractor Service for Lawn Care Maintenance of City Facilities and Parks in the amount of \$76,475.00

FISCAL IMPACT: Budgeted line item

**LM 02-20 Re-bid for Lawn Maintenance
Bid Tab**

	VENDORS			
	Yellowstone	Cornerstone	Parrish & Parrish	Horticare
BID BOND	Yes	Yes	Yes	Yes
INSURANCE	Yes	Yes	Yes	Yes
REGISTERED	Yes	Yes	Yes	Yes
TOTAL	\$221,550.00	\$151,830.00	\$76,475.00	\$104,020.00



CITY OF LA MARQUE

CONTRACT FOR SERVICES

LAWN CARE MAINTENANCE OF CITY FACILITIES AND PARKS

This agreement is entered into between the **City of La Marque**, located in Galveston County, Texas, and **Parrish and Parrish Tractor Service (CONTRACTOR)** for the mowing, trimming, edging, sweeping/power blowing, and litter removal of city facilities and parks as described herein.

Contractor is engaged in the business of mowing and landscaping services. Contractor submitted a qualified bid for the mowing, trimming, edging, sweeping/power blowing, and litter removal for city facilities and parks as described herein. In consideration of the terms and other good and valuable consideration, the contractor and the City of La Marque mutually agree as follows:

1. Contractor agrees to furnish labor, materials, personnel, fuel, and equipment necessary to mow, trim, edge, sweep/power blow and remove litter for city facilities and parks as described herein. Contractor is responsible for any disposal fees or incidentals necessary. Contractor agrees to complete the work described in a timely manner for the amount of compensation as quoted.

2. Contractor agrees to provide services as described above at the following locations:
 - A. Bayou City Park, 217 Bayou Road, La Marque, TX 77568
 - B. Bird Sanctuary, 317 Bayou Road, La Marque, TX 77568
 - C. Highland Bayou Park, 1801 IH 45 South, La Marque, TX 77568
 - D. Ballfield, Highland Bayou Park, 1801 IH 45 South, La Marque, TX 77568
 - E. Jaycee Park, 2706 Magnolia, La Marque, TX 77568
 - F. Lagana Park, 1322 Yupon, La Marque, TX 77568
 - G. Martin Luther King, Jr. Memorial Park, 416 Apricot, La Marque, TX 77568
 - H. Mahan Park, 2701 Woodland, La Marque, TX 77568
 - I. Ballfields, Mahan Park, 2701 Woodland, La Marque, TX 77568
 - J. Walter Feigle Park, 1009 Bayou Road, La Marque, TX 77568
 - K. Westlawn Park, 3010 Melody, La Marque, TX 77568
 - L. Welcome Sign, Highway 3 @ Poplar, La Marque, TX 77568
 - M. La Marque Cemetery, 1709 Oak, La Marque, TX 77568
 - N. City Hall, 1111 Bayou Road, La Marque, TX 77568
 - O. Fire Department, 1109-A Bayou Road, La Marque, TX 77568
 - P. Library, 1011 Bayou Road, La Marque, TX 77568
 - Q. Police Department, 431 Bayou Road, La Marque, TX 77568
 - R. Firemen's Hall, 320 Laurel, La Marque, TX 77568
 - S. La Marque EDC, 1130 1st St., La Marque, TX 77568
 - T. La Marque EDC Property, 401 Laurel, La Marque, TX 77568
 - U. La Marque EDC Property, 408-418 Laurel, La Marque, TX 77568

3. Contractor shall:
 - A. Remove all trash/debris/rubbish and/or tree limbs from each property.
 - B. Mow all grass and weeds.
 - C. Neatly trim all hedges and trees, as necessary.
 - D. Line trim all turf areas, paying close attention landscaped areas, parking lots, etc.

- E. Sweep/power blow to clean up landscape related grass, leaves, etc.
- F. Properly dispose of any hedge clippings, tree limbs, trash, debris, etc.

4. Contractor shall be expected to perform the number of visits per the schedule below:

	October	November - April	May - September	Total # Visits
# Visits Per Location	3 per month	2 per month	4 per month	35

5. Upon completion, the assigned properties shall be free of litter, tire tracks, or ruts from equipment. All loose debris that falls or is thrown by equipment or personnel upon the streets, sidewalks, driveways, or adjacent properties through the actions of the Contractor or his/her work crew shall be removed from the area. Contractor should resolve all uncertainties of questionable items and materials with the City Manager's designee prior to removal of said items or materials.
6. The Contractor shall pick-up and remove all litter, limbs and miscellaneous debris throughout the properties prior to servicing. The Contractor shall remove all litter from the driveways, parking lots, sidewalks, and rights-of-way and dispose of properly. Removal and disposal of litter and debris shall be the sole responsibility of the Contractor, who agrees to be responsible for all landfill fees, if any, associated with the disposal of the litter and debris. In the event of excessive debris, Contractor shall contact City Manager's designee in advance of removal. Any litter, cut or broken, during maintenance operations, shall be completely removed from the property immediately.
7. Contractor shall be responsible for performing the work under this contract in a safe and skillful manner and shall be liable for the Contractor's own negligence and the negligent acts of Contractor's employees or sub-contractors. The Contractor has the sole obligation to protect and warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at his/her own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.
8. The City of La Marque shall have the right of control over the manner and quality in which the work is to be done and shall not be charged with the responsibility of preventing risk to the Contractor, Contractor's employees, or sub-contractors.
9. All work shall be done at the Contractor's risk. The Contractor shall have equipment necessary to perform and complete all aspects of the services described herein. The Contractor shall have sufficient workforce to complete the work assignments in a timely manner.
10. The Contractor shall complete and be responsible for all work as specified, indicated, or described in contract documents. The substantial completion of the work of the work shall not excuse the contractor from performing all the work undertaken whether of a minor or major nature, and thereby completing the project in accordance with Contract Documents. In the event that the Contractor fails to perform the work as required for final completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work specified or contemplated by the contract documents.
11. The Contractor's work and equipment shall comply with all local, state, and federal laws, municipal ordinances and regulations.
12. The Contractor shall remove all waste and rubbish in accordance with the City of La Marque ordinances and all laws of the State of Texas.
13. Contractor shall consider allotment for bad weather that may prevent performance of the work and in this case, notify the City Manager's designee with an expected completion date.
14. Contractor will be expected to perform services as required. The Contractor shall be prepared to perform the work in the most expedient manner possible.
15. Contractor shall insure that their vehicles used at a site will be clearly labeled with the name of their

company when performing services for the City of La Marque. There shall be a minimum of one worker at each job site with the ability to communicate orally or in writing with the City Manager's designee.

16. Contractor shall refer any citizens' questions or complaints at any designated job site to the City Manager's designee. Contractors shall maintain a courteous demeanor at all times while performing work under a City of La Marque contract.
17. Contractor agrees to provide services as outlined in this contract for no more than \$76,475.00 (35 visits from October 1, 2019 through September 30, 2020). No payment will be made to the Contractor until all work is approved and accepted to the satisfaction of the City of La Marque. After the approval, the invoice will be submitted and the payment will be mailed within thirty (30) business days to the Contractor.

Attn: Charlene Warren
City of La Marque
1111 Bayou Road
La Marque, Texas 77568
Office 409-938-9225
Email: c.warren@cityoflamarque.org

18. Employment of Contractor shall commence on **October 1, 2019** and shall remain in full force until **September 30, 2020**, at which time this contract will expire. The City of La Marque reserves the right to exercise a one-year option to renew, which, if chosen, shall expire on September 30, 2021. All work must be completed and approved by the City Manager's designee in writing, via email, prior to the expiration date.
19. The contractor shall agree to defend, indemnify, and hold the City of La Marque and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of Contractor, or any agents, servant, or employee of Contractor in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees. The contractor shall further agree that it shall at all times exercise reasonable precaution on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with Contractor.

The contractor shall acknowledge to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, Contractor shall furnish satisfactory evidence that all obligations of the nature described here have been paid, discharged, or waived.

Contractor shall include the City of La Marque as additional insured on any insurance policy obtained for the purpose of this contract.

20. The Contractor will indemnify the City of La Marque against any and all liability, losses, fines or judgments including costs, attorney fees and other expenses for death or injuries to persons or property arising out of or in connection with Contractor's performance of the described duties. The City of La Marque will give the Contractor prompt written notice if any demand, claim, or suit against the City of La Marque, and Contractor shall have the right to compromise or defend the matter to the extent of the Contractor's own interest.
21. The City shall have the right to order the work of the Contractor and/or any of his employees and/or subcontractors wholly or partially to be stopped immediately if, in the judgment of the City, any of the work being done is not in strict accordance with this agreement. The work may be ordered to be stopped immediately if there is any legal action such as, but not limited to, injunctions received by the City, or ordered by the City of La Marque City Council, or any other body having such jurisdiction.

This contract represents the entire agreement between the Contractor and the City of La Marque. It is the intention of the parties that this contract supersedes any and all prior verbal or written agreements or understandings between the parties relating to the employment of Contractor for the purposes stated. The parties of this contract acknowledge that they have read, understand and agree to the terms and conditions of this agreement. The Contractor may not assign or otherwise transfer this agreement or any rights or obligations here under without the prior written consent of the City of La Marque. It is agreed and understood that this agreement may be executed in a number of contracts of the same for the same work for the City of La Marque with other Contractors.

Read, understood and accepted on this _____ of September, 2019

City of La Marque:

Contractor:

Charles "Tink" Jackson
City Manager

Charles Parrish, Contractor
dba Parrish & Parrish Tractor Service



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019

Prepared by: Robin Eldridge

Agenda item: 5k

Reviewed by: Charlene Warren

Charles Jackson

Department: City Clerk/City Council

AGENDA ITEM DESCRIPTION: Consider recommendation to adopt Resolution No. **R-2019-0024**, nominating Bruce Clawson to appear on the ballot of the Board of Directors of the Galveston Central Appraisal District for two year terms, beginning January 1, 2020 through December 31, 2021

☒

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Galveston County Central Appraisal District - Backup

STAFF BRIEFING:

- The Board of Directors of the Galveston Central Appraisal District consists of five members who will serve two year terms beginning January 1, 2020 through December 31, 2021
- In accordance with Sec. 6.03 (e) of the Property Tax Code, the Chief Appraiser notifies taxing entities of the number of votes to which each is entitled, receives the nominations, prepares and distributes the ballot, counts votes, and announces winners
- The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with a **WRITTEN RESOLUTION**

HISTORY:

- Current members of the Board of Directors are: Donald Gartman (Chairman); Mary Trish Hanks (Vice Chairman); Bruce Clawson (Secretary); Roney McCrary (Member); Thomas E. Farmer (Member); and Member ex-officio: Cheryl E. Johnson
- The City of La Marque can nominate up to five (5) nominees and can distribute the votes as approved by City Council.
- Recommendation is to nominate Bruce Clawson to the Board of Directors of the Galveston Central Appraisal District

TARGET IMPLEMENTATION: September 9, 2019

SIGNIFICANT ACTION DATES:

October 15, 2019 - Deadline that each entity must return the nominations and the resolution (s) to Galveston Central Appraisal District

October 31, 2019 - Deadline to deliver an alphabetized ballot.

December 13, 2019 - Deadline to submit the City's vote and resolution to the Chief Appraiser.



CITY COUNCIL AGENDA FORM

ACTION:

☐

Ordinance

☒

Resolution

☐

Proclamation

☐

Special

Presentation

☐

Finance Report

☐

Public Hearing

☐

Other

☒

Check box if there is no conflict with City Charter, ordinances, resolutions, or policies.

Cost Details:

Budgeted

Actual Bid

Estimated
Expenditure

Acct. Name

Line Items #

Other Funding

STAFF'S RECOMMENDATION: Motion to adopt Resolution **R-2019-0024**, nominating Bruce Clawson to appear on the ballot of the Board of Directors of the Galveston Central Appraisal District for two year terms, beginning January 1, 2020 through December 31, 2021

FISCAL IMPACT: N/A

RESOLUTION NO. R-2019-0023

A RESOLUTION OF THE CITY OF LA MARQUE NOMINATING MEMBER (S) TO APPEAR ON THE BALLOT OF THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT 2020-2021

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2020 through December 31, 2021; and

WHEREAS, the City of La Marque is a voting unit entitled to nominate one (1) candidate for each position to be filled, up to five (5) nominees, if so desired, to appear on a ballot submitted by the Galveston Central Appraisal District.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT THAT:

The nominee (s) is/are exhibited in the attached Nomination Form, and shall be submitted by the City of La Marque, Texas to the Galveston Central Appraisal District.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque, Texas, on this the 9th day of September, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney



GALVESTON CENTRAL APPRAISAL DISTRICT

Tommy Watson, Chief Appraiser

9850 Emmett F. Lowry Expressway, Suite A - Texas City, Texas 77591
Telephone: (409) 935-1980 or toll-free (866) 277-4725
Fax: (409) 935-4319

August 09, 2019

Mr. Charles Jackson, City Manager
City of La Marque
1111 Bayou
La Marque, TX 77568

Dear Ms. Jackson:

This is selection year for the Board of Directors of the Galveston Central Appraisal District. The Board of Directors consists of five members who will serve two-year terms, beginning January 1, 2020 through December 31, 2021.

Section 6.03(a) of the Property Tax Code provides for the appointment of the County Assessor-Collector as a non-voting member of the Appraisal District Board of Directors. If the County Assessor-Collector is elected to the board as a voting member during the voting process, then this provision is not applicable. If the County Assessor-Collector is appointed as a non-voting member, the Central Appraisal District, in effect, would have a six-member board with (5) five serving as voting members and (1) one as a non-voting member. This provision has no effect on the number of votes you have in the election process.

In accordance with Sec. 6.03(e) of the Property Tax Code, the Chief Appraiser notifies the taxing entities of the number of votes to which each is entitled based on the 2018 tax levy (*Vote Allocation enclosed*), receives nominations, prepares and distributes the ballot, counts votes, and announces the winners. Each voting unit is entitled to nominate (1) one candidate for each position to be filled, up to (5) five nominees (*Nomination Form enclosed*). The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with the **written resolution**. Please include the address and telephone number of the nominee(s) with the resolution. We ask you to return your nomination(s) and the resolution **before October 15, 2019**. You may also email the nominations to us at GCAD@galvestoncad.org.

An alphabetized ballot will be delivered to you before October 31st. Your vote (**and resolution**) must be submitted to the chief appraiser **before December 13th**.

I have enclosed a *Calendar of Events* of the selection process for your information. This calendar exhibits the dates prescribed by the Property Tax Code. If you have any questions, please call me at your convenience.

Sincerely,

Tommy Watson
Chief Appraiser

TW:ldf
Enclosures

GALVESTON CENTRAL APPRAISAL DISTRICT

2020-2021 Board of Directors Election

NOMINATION

VOTING UNIT

City of La Marque

You may nominate up to (5) five before October 15, 2019.

NOMINEE(S)

1. Bruce Clawson
Name

Address

Telephone Number

2. _____
Name

Address

Telephone Number

3. _____
Name

Address

Telephone Number

4. _____
Name

Address

Telephone Number

5. _____
Name

Address

Telephone Number

Please note: The written resolution showing the nominee's name is required.

08-09-19

ENTITIES	2018 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	80,626,423.46	11.553%	115.5254366	577.6271831	578
Dickinson ISD	54,980,478.18	7.878%	78.77868662	393.8934331	394
Friendswood ISD	39,983,325.53	5.729%	57.29004142	286.4502071	286
High Island ISD	1,542,470.40	0.221%	2.210126145	11.05063072	11
Hitchcock ISD	10,075,246.29	1.444%	14.43629987	72.18149936	72
Clear Creek ISD	105,170,071.00	15.069%	150.6927611	753.4638056	753
Santa Fe ISD	19,915,928.97	2.854%	28.53650567	142.6825283	143
Texas City ISD	73,170,391.63	10.484%	104.8420738	524.2103691	524
City of Galveston	32,905,212.97	4.715%	47.14817962	235.7408981	236
City of Texas City	27,396,063.11	3.925%	39.25440341	196.2720171	196
City of La Marque	4,143,790.14	0.594%	5.937422803	29.68711401	30
City of Hitchcock	1,903,896.23	0.273%	2.727994543	13.63997272	14
City of Jamaica Beach	737,547.17	0.106%	1.056793235	5.283966173	5
City of Dickinson	4,094,579.51	0.587%	5.866911434	29.33455717	29
City of Friendswood	14,173,700.90	2.031%	20.30876374	101.5438187	102
City of Kemah	627,345.71	0.090%	0.898891256	4.49445628	4
City of League City	42,816,706.37	6.135%	61.34984643	306.7492322	307
City of Santa Fe	2,437,941.49	0.349%	3.493200405	17.46600202	17
Village of Tiki Island	1,209,976.06	0.173%	1.733712183	8.668560915	9
City of Bayou Vista	714,614.96	0.102%	1.023934856	5.119674278	5
Galveston County Road and Flood	567,142.09	0.081%	0.812628599	4.063142997	4
GALVESTON COUNTY	143,012,971.09	20.492%	204.9158975	1024.579488	1025
Galveston College	13,135,835.99	1.882%	18.82166073	94.10830364	94
College of the Mainland	22,568,911.98	3.234%	32.33782795	161.6891398	162
Total Levy Amount Voting Entities:	697,910,571.23	100.00%	1000	5000.000000	5000

Formula: 2018 Voting Districts Levy/ Grand Total All Voting Levy	X1000	X5	equals # of Votes
--	-------	----	-------------------

GALVESTON CENTRAL APPRAISAL DISTRICT

2020-2021 Board of Directors Election

Section 6.03 Board of Directors Formula of Voting Entitlement

Step 1	Subsection (d)	$\frac{\text{2018 Voting Districts' Levy}}{\text{Total of all Voting Districts' Levy 2018}} \times 1000 = \quad \times 5$
Step 2	Subsection (e)	Chief Appraiser calculates number of votes of each entitled taxing unit (other than a conservation and reclamation district) and delivers written notice to each unit of its voting entitlement before October 1, 2019.
Step 3	Subsection (g)	Each unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution one candidate for each position on the board. The presiding officer of each unit shall submit the names of the nominees to the Chief Appraiser before October 15, 2019.
Step 4	Subsection (j)	Before October 30th, the Chief Appraiser prepares a ballot (<i>alpha order</i>) and delivers it to the presiding officer of each entitled unit.
Step 5	Subsection (k)	Before December 13, 2019, the governing body shall submit to the Chief Appraiser its vote.
Step 6	Subsection (k)	Chief Appraiser counts votes and submits results to each governing body before December 31, 2019.

August 2019



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019

Prepared by: Todd Weidman

Agenda item: 6a

Reviewed by: Charlene Warren/

Charles Jackson

Department: Fire

AGENDA ITEM DESCRIPTION: Discussion/ possible action regarding authorizing the purchase of one Spartan 4-door mid-mounted fire pumper through H-GAC Buy in the amount of \$597,242.00

☒ X

ATTACHMENTS FOR REFERENCE

1. H-GAC Contract Pricing Worksheet

STAFF BRIEFING:

- Current frontline fire apparatus is 10 years old with 70,000+ miles
- Backup apparatus is 28 years old with unknown mileage (odometer malfunction)
- Maintenance costs have increased and reliability has decreased significantly
- City Council allocated the purchase of two new fire apparatus at the July 25, 2019 budget workshop meeting; this is the first of two
- Several manufacturers were evaluated for value, warranty, and functionality
- After careful consideration, staff recommends purchase of a Spartan 4-door mid-mounted fire pumper through Metro Fire Apparatus Specialists, Inc., an H-GAC contractor
- Recommended vehicle is pre-stocked with required equipment and tools included
- Additionally, selected vendor offers a supplemental benefit package by providing use of a loaner pumper, to include all maintenance costs
- City must provide insurance for and is responsible for any/all damage to loaner apparatus
- While on loan from manufacturer, loaned apparatus will be decalated with City of La Marque Fire Department branding for duration of loan period
- Estimated delivery time is 7-9 months from date of order
- Pricing is based on specifications supplied by the City of La Marque and is NFPA compliant
- Finance Director has reviewed and verified availability of funds
- Appropriation of funds is in the proposed FY 2019-20 budget, pending Council adoption

HISTORY:

- Current frontline fire apparatus is 10 years old with 70,000 plus miles
- Backup apparatus is 28 years old with unknown mileage

TARGET IMPLEMENTATION: September 10, 2019

SIGNIFICANT ACTION DATES:



CITY COUNCIL AGENDA FORM

7/25/2019 - City Council allocated the purchase of two fire apparatus; this is the first of two

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Capital Purchase | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budget 2020	600,000.00
Actual Bid	597,242.00
Estimated Expenditure	597,242.00
Acct. Name(s)	10 Year Life Assets - Vehicles
Line Item #	01-7030-06-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to authorize the purchase of one Spartan 4-door mid-mounted fire pumper through H-GAC Buy in the amount of \$597,242.00

FISCAL IMPACT: \$597,242.00



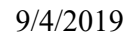
Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.



\$597,242

PUBLISHED OPTIONS

[illegible]

UNPUBLISHED OPTIONS

[illegible]

ITEM 6b HAS NO BACKUP



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019

Prepared by: Charlene Warren/
Charles Jackson

Agenda item: 6c

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2019-0025** approving the issuance of 2019 Series Unlimited Tax Bonds by Galveston County Municipal Utility District #68

X

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Letter dated August 30, 2019 from Attorney of MUD #68
3. Ordinance Creating MUD #68 (952)

STAFF BRIEFING:

- Letter was received from Allen Boone Humphries Robinson, LLC, the Attorneys for Municipal Utility District No. 68 asking for the City's approval for the issuance of 2019 Series Unlimited Tax Bonds

HISTORY:

- The City of La Marque consented to the creation of the Municipal Utility District No. 68 in Ordinance 952 on the second and final reading on November 28, 2005, and later to the annexation of land into the District in 2015
- As consent conditions, the City required that the District's bonds maintain substantially level debt service, and that the District may satisfy this requirement by submitting the anticipated debt service on the District's bonds to the City

TARGET IMPLEMENTATION: **September 9, 2019**

SIGNIFICANT ACTION DATES:

11/14/2005 - First reading of Ordinance for the creation of MUD #68

11/28/2005 - Second and final reading of the approval and adoption of the Ordinance creating MUD #68

8/30/2019 - Letter received from Attorney for MUD #68



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Item #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2019-0025** approving the issuance of 2019 Series Unlimited Tax Bonds by Galveston County Municipal Utility District #68

FISCAL IMPACT: N/A

RESOLUTION NO. R-2019-0025

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, RELATING TO THE ISSUANCE OF BONDS BY GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT #68

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

SECTION 1. The City Council hereby finds that the issuance of \$3,845,000 Series 2019 Bonds by **GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 68**, meets the level debt service requirements of the City.

SECTION 2. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting that has been open to the public as required by law at all times during which this Resolution and subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents posting thereof.

SECTION 3. This Resolution shall take effect immediately upon its first and final reading and the passage and approval.

PASSED, APPROVED AND ADOPTED on this the _____ day of _____, 2019

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis Ortego, City Attorney

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

Direct Line: (713) 860-6412

Direct Fax: (713) 860-6612

taustin@abhr.com

Timothy Austin
Partner

August 30, 2019

BY FEDERAL EXPRESS AND EMAIL

Mr. Charles Jackson
City Manager, City of La Marque
1111 Bayou Road
La Marque, Texas 77568
c.jackson@cityoflamarque.org

Re: Galveston County Municipal Utility District No. 68 (the "District"); Series 2019
Unlimited Tax Bonds

Dear Mr. Jackson:

The enclosed documents are revised versions of the package I previously sent you on August 21, 2019. The change is that the principal amount of the proposed bonds has been slightly reduced.

A provision of the City's consent resolution relating to the District is that its debt service be substantially level over the years. Because the bonds are sold to the lowest bidder, it is sometimes difficult to predict with accuracy the exact level of debt service prior to opening the bids, and therefore the District may satisfy this requirement by submitting the anticipated debt service on the District's bonds to the City. Please find enclosed a schedule prepared by the District's financial advisor showing the anticipated debt service requirements of the District following the issuance of the Series 2019 Unlimited Tax Bonds. The District would appreciate if the City would acknowledge level debt service prior to the issuance of the Bonds as proposed. A draft resolution is attached for your convenience.

Please let me know if you have any questions or comments. I will be glad to attend any meeting of the City Council to assist in approval of the resolution. Thanks very much.

Sincerely,



Timothy Austin
Attorney for the District

Enclosure

NO GROWTH CASH FLOW ANALYSIS
**Galveston County MUD 68
 Bond Application No. 3**

Tax Year	Projected Assessed Valuation	Proj Debt Tax Rate	Cldr Year	Beginning Fund Balance (a)	Tax Collections 97.0%	Capitalized Interest (b)	Interest Income 2.0%	Total Funds Available	Outstanding Debt Service	The Bonds			Total Debt Service	Ending Fund Balance	% of Next Year's Debt Service
										Principal	Interest (c)	Total			
2019	69,569,048	0.640	2020	267,677	431,885	68,338	5,354	773,253	253,481	75,000	114,549	189,549	443,030	330,223	73.98%
2020	70,525,768	0.640	2021	330,223	437,824		6,604	774,651	253,869	70,000	122,525	192,525	446,394	328,258	73.91%
2021	70,525,768	0.640	2022	328,258	437,824			766,082	253,881	70,000	120,250	190,250	444,131	321,950	72.11%
2022	70,525,768	0.640	2023	321,950	437,824			759,774	253,506	75,000	117,975	192,975	446,481	313,293	70.68%
2023	70,525,768	0.640	2024	313,293	437,824			751,117	257,731	70,000	115,538	185,538	443,269	307,848	69.25%
2024	70,525,768	0.640	2025	307,848	437,824			745,672	256,263	75,000	113,263	188,263	444,525	301,147	67.65%
2025	70,525,768	0.640	2026	301,147	437,824			738,971	259,363	75,000	110,825	185,825	445,188	293,784	66.00%
2026	70,525,768	0.640	2027	293,784	437,824			731,608	256,725	80,000	108,388	188,388	445,113	286,495	64.47%
2027	70,525,768	0.640	2028	286,495	437,824			724,319	258,625	80,000	105,788	185,788	444,413	279,907	62.46%
2028	70,525,768	0.640	2029	279,907	437,824			717,731	259,925	85,000	103,188	188,188	448,113	269,618	60.45%
2029	70,525,768	0.640	2030	269,618	437,824			707,442	260,625	85,000	100,425	185,425	446,050	261,392	58.30%
2030	70,525,768	0.640	2031	261,392	437,824			699,216	260,725	90,000	97,663	187,663	448,388	250,828	56.37%
2031	70,525,768	0.640	2032	250,828	437,824			688,652	260,225	90,000	94,738	184,738	444,963	243,690	54.65%
2032	70,525,768	0.640	2033	243,690	437,824			681,514	264,125	90,000	91,813	181,813	445,938	235,576	52.82%
2033	70,525,768	0.640	2034	235,576	437,824			673,400	262,125	95,000	88,888	183,888	446,013	227,388	51.06%
2034	70,525,768	0.640	2035	227,388	437,824			665,212	259,525	100,000	85,800	185,800	445,325	219,887	49.51%
2035	70,525,768	0.640	2036	219,887	437,824			657,711	246,605	115,000	82,550	197,550	444,155	213,556	48.24%
2036	70,525,768	0.640	2037	213,556	437,824			651,380	238,865	125,000	78,813	203,813	442,678	208,702	46.83%
2037	70,525,768	0.640	2038	208,702	437,824			646,526	230,910	140,000	74,750	214,750	445,660	200,866	45.33%
2038	70,525,768	0.640	2039	200,866	437,824			638,690	222,955	150,000	70,200	220,200	443,155	195,535	44.41%
2039	70,525,768	0.640	2040	195,535	437,824			633,359		375,000	65,325	440,325	440,325	193,034	43.56%
2040	70,525,768	0.640	2041	193,034	437,824			630,858		390,000	53,138	443,138	443,138	187,721	42.62%
2041	70,525,768	0.640	2042	187,721	437,824			625,545		400,000	40,463	440,463	440,463	185,082	41.83%
2042	70,525,768	0.640	2043	185,082	437,824			622,906		415,000	27,463	442,463	442,463	180,444	40.64%
2043	70,525,768	0.640	2044	180,444	437,824			618,268		430,000	13,975	443,975	443,975	174,293	
Total					10,939,660	68,338	11,958		5,070,054	3,845,000	2,198,286	6,043,286	11,113,340		

- (a) Estimated debt service fund balance as of 9/02/19
 (b) Assumes fixed amount of capitalized interest
 (c) Assumes an interest rate on the Bonds of 3.25%

RESOLUTION NUMBER _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
RELATING TO THE ISSUANCE OF BONDS BY GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 68**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

SECTION 1. The City Council hereby finds that the issuance of \$3,845,000 Series 2019 Bonds by **GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 68**, meets the level debt service requirements of the City.

SECTION 2. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 3. This Resolution shall take effect immediately upon its first and final reading and the passage and approval.

PASSED AND ADOPTED the _____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

Mayor

ATTEST:

City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: September 9, 2019

Prepared by: Charles Jackson

Agenda item: 6d

Reviewed by: Charlene Warren

Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2019-0026** awarding **RFQ #19-02** for Engineering Services to LNV Engineering, and authorize the City Manager to execute a contract with LNV Engineering on Pre-and Post-Award Engineering Services for the Texas Department of Agriculture Downtown Revitalization Grant Program

X

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Request for Qualifications #19-02
3. Proposer's Response
4. Grading Sheets

STAFF BRIEFING:

- City Manager solicited Request for Qualifications (RFQ) for Engineering Design Services
- City received four (4) valid responses
- After reviewing committee analyzed the qualified RFQ's, City Manager asked a neutral unbiased third party to review and provide quantitative results of findings
- Based on the above, LNV Engineering appears most qualified to provide requested services
- Upon approval, City Manager will award with which in turn will establish a contract for design services for the Downtown Revitalization Streetscape project that has previously been approved by the Economic Development Board and City Council
- This will allow the Grant Administrator to begin the grant application which could possibly cover 50% of the cost of the Downtown Streetscape project
- There were 212 bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period (8/22/2019 and 8/29/2019)
- A notice was posted on the City of La Marque web site.
- Of responses received, four (4) qualified proposals were received
- Staff recommends awarding RFQ 19-02 for Engineering Services to LNV Engineering

HISTORY:

8/2019 – City Manager solicited RFQ's for submission

TARGET IMPLEMENTATION: **September 9, 2019**



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES: Ongoing

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Item #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2019-0026** awarding **RFQ #19-02** for Engineering Services to LNV Engineering, and authorize the City Manager to execute a contract with LNV Engineering on Pre-and Post-Award Engineering Services for the Texas Department of Agriculture Downtown Revitalization Grant Program

FISCAL IMPACT: Intention is to provide grant monies to fund the Downtown Streetscape project that the EDC has already budgeted the full amount of this project if awarded will cover approximately 50% of that cost.

RESOLUTION NO. R-2019-0026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
DESIGNATING AUTHORIZED SIGNATORY FOR CONTRACTUAL DOCUMENTS PERTAINING
ENGINEERING SERVICES FOR THE TEXAS DEPARTMENT OF AGRICULTURE DOWNTOWN
REVITALIZATION GRANT PROGRAM**

WHEREAS, the City of La Marque, Texas is in preparation of an application for the Texas Department of Agriculture Grant Program, and;

WHEREAS, an original signed copy of the Texas Department of Agriculture grant application is to be submitted with a copy of this Resolution; and

WHEREAS, the City of La Marque, Texas as well appoints City Manager as an authorized signatory for the City to enter into a contract with LNV Engineering for Engineering Services for the aforementioned Texas Department of Agriculture Grant Program for Downtown Revitalization projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AS FOLLOWS:

The City Manager shall be authorized to execute contractual documents between LNV Engineering as well as to enter into Engineering Services contract with LNV Engineering.

PASSES, APPROVED, AND ADOPTED by City Council of the City of La Marque on this the _____ day of _____, 2019

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis Ortego, City Attorney

CITY OF LA MARQUE REQUEST FOR QUALIFICATIONS
RFQ # 19-02
ENGINEERING/ARCHITECTURE/SURVEYING SERVICES
FOR APPLICATION PREPARATION AND GRANT CONTRACT IMPLEMENTATION SERVICES

8/22/19

Re: RFQ # 19-02 Application Preparation and Grant Contract Implementation Services
Engineering/Architecture/Surveying Services

Dear Engineering Provider:

Attached is a copy of the City of La Marque's Request for Qualifications Application Preparation and Grant Contract Implementation Services Engineering/Architecture/Surveying Services; 2019 Downtown Revitalization Program, Texas Community Development Block Grant Program (TxCDBG), of the Texas Department of Agriculture (TDA). These services are being solicited to assist the City of La Marque, Galveston County, Texas in its application preparation and project implementation of a TxCDBG contract, if awarded, to support the following activities, (included but not limited) to Sidewalks, Activities following ADA compliance, Water Lines, Sewer Lines, Lift Stations, as well as Road Construction/Renovation (may include curb and gutter). in the City of La Marque, Galveston County, Texas.

Please submit four copies of your proposal of services and a statement of qualifications for the proposed services to the address below. Proposals shall be received by the City of La Marque no later than 10:00 a.m. on the September 4, 2019.

Robin Eldridge

City Clerk

City of La Marque

1111 Bayou Road

La Marque, Texas 77568

The City of La Marque reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

The City of La Marque is an Affirmative Action/Equal Opportunity Employer.

If you have any questions, please contact: Alice Ashley at (225) 405-1926 or aliceashley@provisionsr.com

CITY OF LA MARQUE
REQUEST FOR QUALIFICATIONS
RFQ # 19-02
FOR APPLICATION PREPARATION AND GRANT CONTRACT IMPLEMENTATION SERVICES
“ENGINEERING/ARCHITECTURE/SURVEYING SERVICES”

The City of La Marque is seeking to enter into an engineering/architectural/surveying services contract with a state-registered engineer/architect/surveyor. The following outlines this request for qualifications.

I. Scope of Work - The engineering/architectural/surveying contract will encompass all project-related engineering/architectural/surveying services to the City of La Marque, Texas, including but not limited to the following:

- Coordinate with Grant Administrator on application preparation and submittal;
- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services.

To support the following activities, (included but not limited) to Sidewalks, Activities following ADA compliance, Water Lines, Sewer Lines, Lift Stations, as well as Road Construction/Renovation (may include curb and gutter).

II. Statement of Qualifications - The City of La Marque, Texas, is seeking to contract with a competent engineering/architectural/surveying firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal public works construction including but not limited to waterworks, projects;
- Familiar with the Texas Department of Agriculture TxCDBG programs;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act;
- Federally-funded construction projects;
- ADA Compliance; and
- Engineer/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) of the System for Award Management (SAM) www.Sam.gov .

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers/architects/surveyors that will or may be assigned to this project if you receive the engineering/architectural/surveying services contract award.

Also, please provide a copy of your current certificate of insurance for professional liability.

- III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

- IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.
 - For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004)
- V. Deadline for Submission - Proposals shall be received by the City of La Marque no later than 10:00 a.m. on the September 4, 2019.

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the CITY OF _____, hereinafter called the "City", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City of _____ desires to [implement/construct/etc.] the following: _____ [describe project] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage _____ to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Agreement, the [e.g. City Manager] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to close out the City's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney’s fees, arising out of the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
9. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the City of La Marque, Galveston County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
10. Extent of Agreement

This Agreement, which includes Parts I-V, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
 (Local City Official)

 (Printed Name)

 (Title)

BY: _____
 (Firm/Contractor’s Authorized Representative)

 (Printed Name)

 (Title)

PART II

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-way's (ROWs) for the TxCDBG project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; ***to be completed within 14 days of execution of this Agreement.***
6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed and furnish the City with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations 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). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be affected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.

9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III - PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City.	10%
• Completion of final inspection and acceptance by the City.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable.
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory.
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City.

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
3. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its

4. Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
5. Personnel.
 - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm 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: 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 Firm 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.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage 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.
- d. The Firm 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 Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm 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.

- g. In the event of the Firm'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 Firm may be declared ineligible for further Government contracts or federally assisted 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.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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 Firm 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: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. 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.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)
The Firm certifies 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 this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

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.

b. The parties to this Agreement 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 Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm'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.

d. The Firm 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 Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm 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 Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

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 Agreement. 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).

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES

1. Selected firm must be willing to negotiate terms of contract and begin working with the Grant Administrator assisting with required application studies and documentation, within seven (7) days of award.
2. Detailed implementation timeline will be created upon award of grant.

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

TxCDBG Contract No. _____
 Date of Rating _____

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Has previously designed _____ type of projects	20	_____	
2. Has worked on federally funded construction projects	10	_____	
3. Has worked on projects that were located in this general region.	10	_____	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			
4. Extent of experience in project construction management	15	_____	
5. Current Certification of TxCDBG Project Implementation Training	5	_____	
Subtotal, Experience	60	=====	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Past projects completed on schedule	10	_____	
2. Manages projects within budgetary constraints	5	_____	
3. Work product is of high quality	10	_____	
Subtotal, Performance	25	=====	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	_____	
2. Adequacy of Resources	5	_____	
3. Professional liability insurance is in force	5	_____	
Subtotal, Capacity to Perform	15	=====	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
☐ Experience	60	_____	
☐ Work Performance	25	_____	
☐ Capacity to Perform	15	_____	
Total Score	100	=====	

Prepared for the City of La Marque

Statement of Qualifications for
Engineering/Architectural/Surveying Services for

2019-2020 Downtown Revitalization Program

RFQ No. 19-20

LNIV

Septmeber 4, 2019



engineers | architects | surveyors

September 4, 2019

Robin Eldridge
City Clerk
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Re: Statement of Qualifications (SOQ) for Engineering/Architectural/Surveying Services for 2019-2020 Downtown Revitalization Program – RFQ No. 19-02

Dear Members of the Selection Committee:

LNV, Inc. (LNV) is a full service consulting firm comprised of engineering, architecture and surveying experts who develop technically-sound and cost-effective solutions for public clients. LNV is committed to customer satisfaction by providing responsible and practical solutions.

We have successfully completed design, bidding, and construction management services for more than 100 federal projects funded through the Texas Capital Fund, Community Development Block Grant Program for Rural Texas, Economic Development Administration, USDA Rural Development, and other similar programs. Our engineers specialize in water, wastewater, and transportation improvements and are familiar with the needs of the City of La Marque. Our project approach is based on sound, technical criteria surrounded with communication, cooperation and coordination. We will use the interdisciplinary approach to incorporate sustainable features with the best management practices for the necessary engineering services.

LNV is an Equal Opportunity Employer, a historically underutilized business (HUB) certified firm and a minority-owned business enterprise (MBE). For additional information, please contact me by phone at 361-883-1984 or e-mail at RViera@LNVINC.com

Sincerely,

Robert Viera, PE, RPLS
Sr. Vice President/Principal

TBPE Firm No. F-366

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SECTION 1

FIRM OVERVIEW

LVN is a consulting firm with a dynamic team of engineers, surveyors, architects and construction experts who collaborate to develop technically-sound and cost-effective solutions for both public and private sector clients. LVN equips and empowers its dedicated people to customize a broad spectrum of services to clients' needs and satisfaction.

From inception to implementation to operation, LVN delivers excellence. LVN understands your project needs by providing optimal solutions, respects your financial resources by being innovative and efficient, and values your time by being prompt and responsive.

Since its inception in 2000, LVN has grown to four offices throughout Texas, serving more than a hundred clients in the federal, municipal, industrial, county, and state markets. LVN takes pride in managing project costs to meet clients' budget and scheduling requirements. LVN is a full-service engineering and architectural firm that also offers full construction services through multiple project delivery methods to allow for the most valuable and confident agreement between all involved parties.

LVN's professional staff includes licensed professional engineers, licensed architects, registered professional land surveyors, board certified structural engineers, Leadership in Energy and Environmental Design (LEED) accredited professionals, certified construction documents technologists, confined space certified professionals, value engineers, certified floodplain managers, environmental permitting professionals, certified quality control managers, professionals certified by TxDOT, engineers-in-training, certified water utility operators, certified wastewater operators, construction inspectors, surveying crews, numerous design technicians, and a strong administrative staff.

Areas of Expertise

- Water
- Wastewater
- Storm water
- Transportation/Traffic Engineering
- Architecture
- Structural Engineering
- Environmental Engineering & Permitting
- Surveying
- Oil and Gas
- GIS
- Construction Inspection
- Safety Training
- Project Funding Sources
- Uranium

Relevant Services

Transportation

With today's ever-expanding population, aging infrastructure and increased traffic volumes, transportation plays a vital role in the economic growth and globalization of today's established communities. LNV works with our clients to develop customized, sustainable, and cost-effective designs for building and maintaining infrastructure. With a portfolio of over 500 transportation projects from roadway maintenance designs for grass roots roadways to full complete street reconstruction, our clients have relied on our expertise in comprehensive planning, engineering design, and construction management to provide safe and efficient transportation solutions.

Drainage and Stormwater

LNv's engineers and Certified Floodplain Managers (CFM) provide our cities and counties, water and river authorities, and other governmental entities with valuable drainage and stormwater services that offer solutions to issues occurring in the built-out environment that threaten the safety of people, property, structures, and the environment. Our engineers, scientists, and certified professionals provide stormwater management services, mapping and analysis, flood control, water rights and quality permits, and policy reviews for our communities by providing technical review and updates of our client's current or failing drainage systems.

Water

LNv has designed safe and secure sources of drinking water for millions of people. As an industry leader, the firm plans, designs, models and manages water resources. LNv's professionals combine innovative strategies with constructive delivery methods to provide quality projects within schedule, budget, regulatory and permitting constraints. LNv's expertise includes design and engineering of wells, booster pump stations, water storage tanks, transmission mains and distribution systems, and complete services – including operations – for new treatment plants, and the expansion or rehabilitation of existing plants.

Wastewater

Effective management and treatment of wastewater is crucial to maintaining public health and a clean, safe environment. LNv's proficiency in the planning, modeling, and design of wastewater infrastructure ensures wastewater flows are controlled, collected, treated, and reused or discharged in an environmentally safe manner. From small decentralized systems to large, complex municipal, and industrial systems, LNv's professionals are experts in designing methods for conveying and treating wastewater. The firm understands the financial constraints on communities and industries and works to provide the best value solution to its clients.

Architecture

LNv's architects and design professionals serve their clients by paying special attention to their functional, environmental, and aesthetic vision. LNv works together to understand scheduling, cost estimating, and construction administration concerns to managing public expectations. At LNv, we transform spaces into experiences by designing solutions to meet our client's practical and conceptual needs.

Environmental

LNv provides a variety of environmental engineering design, permitting and consulting services. The Texas Commission on Environmental Quality is the state's primary regulatory agency and LNV has an excellent working relationship with its staff, at both the state and regional level. The relationships, experience and knowledge of regulations also hold true for the Environmental Protection Agency, U.S. Army Corps of Engineers, Texas General Land Office and the Texas Department of Transportation. LNV's environmental professionals will ensure environmental responsibilities are met by identifying and evaluating the likely impacts of the proposed projects on the environment and developing solutions that are sound and that satisfy all associated laws and regulations.

Surveying

With the performance to maximize productivity today and the scalability to continue adapting to new challenges and opportunities in the future, LNV's survey professionals can provide a variety of services. The firm's hands-on project management approach mitigates delivery risk, manages change and ensures the end result meets expectations. LNV uses Trimble equipment and office software to allow for advancement in field productivity and system-wide efficiency. This software integrates a range of positioning technologies, including GPS, robotic total stations with application software, wireless communications, and services to provide complete solutions. In addition, LNV uses Carlson Survey software for data collection and management to produce accurate 2-D drawings and land-based design for surveying.

Construction Management

LNv's proven comprehensive management approach starts by pro-actively preventing the measures historically resulting in change orders, budget overruns, delays, scheduling problems and design errors, while keeping the client's best interest at the forefront. LNV remains mindful of each project's goals and objectives while serving as the client's representative. LNV's personnel balance the fundamentals of construction with the latest technologies and materials, and utilize state-of-the-art computer systems and software necessary to plan and manage all phases of construction.

Past Local Government Clients

Aransas County
Bandera County
Bee County
Bexar County
Bexar Metropolitan Water District
Brooks County
Cameron County
City of Alice
City of Aransas Pass
City of Austin
City of Austwell
City of Bandera
City of Bay City
City of Bee Cave
City of Bishop and Bishop EDC
City of Corpus Christi
City of Cotulla
City of Dilley City of Driscoll
City of Edinburg
City of El Cenizo
City of Fair Oaks Ranch
City of Falfurrias
City of Falls City
City of Garland
City of George West
City of Gonzales
City of Gregory
City of Harlingen
City of Helotes and Helotes EDC
City of Hidalgo
City of Ingleside
City of Kenedy
City of Kerrville
City of Kingsville
City of Kyle
City of Laredo
City of Marion
City of Mathis
City of Odem
City of Pearsall
City of Pleasanton
City of Portland
City of Robstown
City of Rockport
City of Rollingwood
City of Runge

City of San Antonio
City of San Diego and San Diego MUD
City of San Marcos
City of Sanger
City of Sinton
City of Sunset Valley
City of Taft
City of Victoria City of Yorktown
Corpus Christi Army Depot Corpus Christi
Housing Authority
Corpus Christi International Airport
Corpus Christi Regional Transportation
Authority
Guadalupe-Blanco River Authority
Hays County
Jim Wells County
Karnes County
Kenedy County
Kleberg County
Laguna Madre Water District
Live Oak County
McMullen County and MCWCID No. 1
Medina County
Naval Air Station (Kingsville and Corpus Christi)
Nueces County
Pettus Municipal Utility District
Port of Corpus Christi Authority
Refugio County
Refugio County Drainage District No. 1
San Antonio Water System
San Patricio County
Texas Department of Rural Affairs
Texas Parks and Wildlife Department
Town of Addison
Town of Bayview
Town of Refugio
Town of Woodsboro
Travis County TNR
TxDOT (Multiple Districts)
Webb County

SECTION 2

EXPERIENCE

LVN has successfully completed design, bidding and construction management services for more than 100 federal projects funded through the Texas Capital Fund, Community Development Block Grant Program for Rural Texas, Economic Development Administration, USDA Rural Development, and other similar programs. Samplings of LVN’s similar project experience with municipal water systems, federally-funded construction projects and relevant local projects are detailed below with references. Additional projects and/or information is available upon request.

Relevant & Federally-Funded Project Experience

TCF- DOWNTOWN REVITALIZATION PROJECT

Sinton, Texas

LVN provided civil engineering, surveying and construction management services for this project, which comprised concrete sidewalk improvements, Americans with Disabilities Act ramps and safety lighting on Rachal Street in the Sinton Downtown Historic District. LVN prepared plans, specifications and contract documents, and provided necessary surveys of the existing right of way, topography, utilities and other field data, as required, for proper design. This project was funded through the Texas Capital Fund Downtown Revitalization Program.

Project Cost: \$131,000
Client Contact: City of Sinton, John Hobson, City Manager
PO Box 1395
Sinton, Texas 78387
361-364-2381
sintonmanager@sintontexas.org

TCF - INFRASTRUCTURE IMPROVEMENTS JALISCO PROJECT

Kingsville, Texas

This project included civil engineering and construction management services for the installation of 1,000 linear feet of 8-inch sewer main, 400 linear feet of 6-inch forcemain, 2 manholes, 1 lift station, highway and railroad bore and casting for sewer lines and appurtenances at US Highway 77 South.

Project Cost: \$113,000
Client Contact: Kleberg County, Roy Cantu, County Commissioner, Precinct 3
PO Box 752
Kingsville, Texas 78364
rcantu@co.kleberg.tx.us



TCF - INFRASTRUCTURE IMPROVEMENTS BUSINESS HIGHWAY 87

Boerne, Texas

This project included design, bidding, and construction management services for a new gravity sanitary sewer main in Boerne, Texas. The new main will provide new sewer service to a Texas Department of Agriculture (TDA) Texas Capital Fund (TCF) grant recipient (Chapman Engineering). The project consists of installation of approximately 1,390 linear feet of new 12- inch PVC gravity sewer pipe, approximately 342 linear feet of new 8-inch PVC gravity sewer pipe, approximately 100 linear feet of new 24-inch steel casing (and 12-inch carrier pipe) installed by jacking and boring, five new manholes, associated service laterals, cleanouts, and site restoration. The new main will tie into an existing manhole located in the TxDOT ROW of Business Hwy 87 (Main St) and proceed upstream along Main Street to Commerce Street and then proceed along Commerce Street to the Chapman Engineering site. Coordination with TxDOT, topographic surveying, bid phase, and construction phase services were also provided.

Project Cost: \$317,000
Client Contact: City of Boerne, Mike Mann, Director of Public Works
402 E Blanco
Boerne, Texas 78006
830-816-2313
mmann@ci.boerne.tx.us

SAFE ROUTES TO SCHOOL – PEDESTRIAN WALKWAY IMPROVEMENTS

Gregory, Texas

LNV provided environmental and civil engineering, surveying, and construction management services for this project, which comprised the environmental clearance, project administration, franchise utility coordination, design, bidding, construction inspection/oversight, and permitting for the City of Gregory. This project included approximately 50,000 square feet (two miles) of 5-foot-wide pedestrian walkways, 35 Americans with Disabilities Act pedestrian ramps at the intersections and crosswalks. Upgrades to the signage/stripping and minor drainage improvements involved grate inlets, manholes, junction boxes, and safety end treatments. The pedestrian walkways were constructed to help link schools, housing authorities, residential areas and public facilities. The following streets were included in this project: Gregory Street from Spur 202 to Granajo Street, Avenue D from Fifth Street to Eighth Street, Avenue F from Spur 202 to Sixth Street, Fifth Street from Avenue E to Gregory Street, Sixth Street from Avenue D to Avenue F, Eighth Street from Avenue C to Gregory Street, and Granajo Street from Gregory Street East past Housing Authority. LNV reviewed the Texas Accessibility Standards during construction and the storm water pollution prevention plan submitted to TCEQ. This project was funded through TxDOT's Safe Routes to School Program.

Project Cost: \$597,472
Client Contact: City of Gregory, Norma Garcia, City Secretary
PO Box 297
Gregory, Texas
361-643-1335
norma.garcia@gregorytx.com

TXDOT SAFE ROUTES TO SCHOOL PEDESTRIAN IMPROVEMENTS

Ingleside, Texas

LNV provided environmental and civil engineering, surveying, and construction management services for this project, that included the environmental clearance, project administration, franchise utility coordination, design, bidding, construction inspection/oversight, and permitting for the City of Ingleside. This project included approximately 39,000 square feet of 6-foot-wide pedestrian walkways, 40 Americans with Disabilities Act ramps at intersections and crosswalks. Upgrades to the signage/stripping and minor drainage improvements involved grate inlets, manholes, junction boxes, and safety end treatments. The pedestrian walkways helped link schools, housing authorities, residential areas and public facilities. The following streets were included in this project: San Angelo Avenue from Mustang Avenue to Waco Street, Waco Street from San Angelo Avenue to Avenue B, Avenue B from Waco Street to Fourth Street, Fourth Street from Avenue B to Avenue K, Avenue K from Fourth Street to Second Street, and First Street from Avenue I to Avenue

J. LNV reviewed the Texas Accessibility Standards during construction and storm water pollution prevention plan submitted to TCEQ.

Project Cost: \$304,700
Client Contact: City of Ingleside, Jim Gray, Former City Manager
2671 San Angelo St.
Ingleside, Texas 78362
361-776-2517

TXDOT SAFE ROUTES TO SCHOOL PROJECT PEDESTRIAN WALKWAY IMPROVEMENTS

Sinton, Texas

LNV provided civil engineering surveying and construction management services for this project, which comprised 5-foot-wide pedestrian walkways and Americans with Disabilities Act ramps, school zone signs and speed feedback signs in and around the neighborhood surrounding Sinton Elementary School. The design also included curb and gutter, driveways and drainage structures. The pedestrian walkways were constructed to help link schools, housing authorities, residential areas and public facilities. This project was funded through TxDOT's Safe Routes to School Program. LNV provided design, bid and construction administration phase services, and performed construction observations.

Project Cost: \$504,397
Client Contact: City of Sinton, John Hobson, City Manager
PO Box 1395
Sinton, Texas 78387
830-980-8832
sintonmanager@sintontexas.org

CITY OF MATHIS – SIDEWALK IMPROVEMENTS

Mathis, Texas

LVN provided civil engineering services for this project, which comprised Americans with Disabilities Act (ADA) sidewalk improvements for the City of Mathis. This project included the removal and replacement of approximately 1,500 linear feet of sidewalk, and the design of approximately 10 ADA ramps to increase accessibility to the downtown area for pedestrians. LVN's sidewalk design included several ramps with detailed grading, which required handrails and landings. LVN's design met the standards set by the Texas Department of Transportation, since the project was within its right-of-way. Additionally, LVN prepared preliminary plans, completed the bid packet, advertisement and award, prepared final plans and specifications, and provided construction management services.

Project Cost: \$25,000

Client Contact: City of Mathis, Mike Barrera, City Manager
411 E. San Patricio
Mathis, Texas 78368
361-547-3343
mbarrera@cityofmathis.com

SECTION 3

WORK PERFORMANCE

Project Approach

LNV has developed a three-part scope of work to implement its proactive approach to projects. The first part is the preliminary phase, which includes all applicable tasks necessary for design. The project will be discussed with all involved parties to develop a scope inclusive of multi-level needs, wants and concerns. LNV will conclude this phase by working with the City of La Marque to define the most cost-effective approach with the best value.

The preliminary phase is followed by the design phase, which includes all tasks necessary to develop plans and specifications to carry out the recommendations previously prepared.

The final phase comes during construction. LNV will provide the City with the oversight needed to ensure the project is constructed according to plans and specifications. This approach will be significantly refined and tailored once the scope of work is defined. A brief description of the tasks to be performed for each phase is below:

Preliminary Phase

1. *Hold project initiation meeting:* Initial consultation will be held with the City of La Marque staff to detail contacts, coordination, project schedule, and specific project issues and needs. The extent of the preliminary engineering activities and project limits will be defined during this initial meeting. Existing concerns, preferred materials and preferences for design will be discussed.
2. *Assemble and review existing data:* All existing data related to the project will be assembled and reviewed (e.g., all available water, wastewater, electric, cable and gas utility plans for the area, existing data and interview data from the City, utility maintenance records, utility system and right-of-way maps, etc.).
3. *Establish initial design criteria and design constraints:* Develop the specific criteria for the production of plans, specifications and estimates. LNV will incorporate the gathered data into its design to reduce the need for change orders.
4. *Evaluate existing data:* This will include soils investigations, field surveys, and data provided by the City. LNV will gather any additional information required for the project.
5. *Conduct physical inspections:* Design personnel will go to the field with available information to determine problem areas and areas where additional information is needed. This is a very important step to completely understand a project.
6. *Report/Summary:* LNV will review, prepare and finalize preliminary cost estimates and schedules for implementing the recommendations.

Design Phase

1. *Prepare detailed construction drawings in accordance with established design criteria and good engineering practices:* Key features of the drawings will include location maps, written general instructions to the Contractor detailing critical requirements, plan sheets for utility improvements, standard details, miscellaneous details, etc.
2. *Prepare detailed specifications and contract documents in accordance with established design criteria and good engineering practices:* Key features of the specifications and contract documents will include a complete contract document package using any City requirements, with specific insurance requirements, safety requirements, limitations of authority, and related matters, as well as technical specifications containing detailed requirements for construction materials, execution, measurement and payment, submittals, and related project requirements.
3. *Regulatory Agencies:* LNV will submit required information to regulatory agencies for review and approval.
4. *Conduct second physical inspection:* Design personnel will go to the field with the final plans and visually verify that everything works on the ground. This can avoid costly construction change orders.
5. *Cost Estimates and Schedules/Bidding:* Using the prepared bid forms and the most current bid prices from similar projects, LNV will prepare detailed cost estimates and schedules, then work with the City in requesting, receiving and reviewing bids.

Construction Phase

1. *Monitoring of construction progress:* LNV will provide construction phase services to include periodic, general observations by a professional engineer and more defined observations by a construction observer to monitor construction progress, conduct certified field testing and inspections, attend status meetings, and address any concerns or suggestions.
2. *Pre-construction meeting:* LNV's engineer-in-charge will attend the pre-construction meeting to inform the contractor of the major issues encountered during project design and discuss the solutions to those issues.
3. *Milestones and completion dates:* Anticipated milestones and completion dates will be utilized as an outline for completion of status reporting and review of partial payments to the contractor(s). After review of contractor payment requests, recommendations for payment will be forwarded to appropriate entities. Recommendations for payment will be based on the percentage of construction completed by the contractor.
4. *Contractor shop drawings and vendor cut sheets:* LNV will review contractors shop drawings and vendor cut sheets to ensure compliance with the technical specifications within the contract documents. LNV will prepare change orders in response to altered field conditions requiring an alteration in the scope of work. In the unlikely event of a change order, the adjustment process will be cost effective, seamless and as effortless as possible for the City.

Quality Assurance/Quality Control



LNV's quality assurance program is more than just the procedures, reviews and documents. It includes the project team's hard work and attention to detail, along with the determined mind-set and willingness to check, make sure, and verify again. To ensure project requirements are carried through the design and construction phases, LNV employs internal processes during design, coordinates with the client, and ensures communication between the design team and construction personnel.

Internally, designs are reviewed through a peer review process and reviewed by the supervising engineer several times throughout the design phase; typically during the preliminary, intermediate and final phases. The reviews include line-by-line checks of the engineering reports and drawings to ensure completeness, and conformance to the project scope, schedule and budget. This individual also examines constructability challenges, anticipates performance of proposed improvements and notes any future hindrances to operation and maintenance practices.

The QA/QC reviewer will also offer alternatives and design modifications to address concerns found during review for consideration by the project team. Throughout design, the documents are coordinated and reviewed with the client to discuss if the project requirements are being met, how they are being met, and if those requirements as designed, provide value to the client.

This QA/QC program enhances the quality and accuracy of the final product, which in turn eliminates unnecessary change orders.

Once construction begins, inspections will be performed and reported on regular intervals to verify compliance with construction documents.

Project Management

The key challenge of project management is to accomplish all of the project goals and objectives within the established scope, time, and budget limitations. Regardless of the approach, careful consideration must be given to the overall project objectives, time line and cost, as well as the roles and responsibilities of everyone involved. LNV is equipped with the latest project management tools, and the firm is constantly upgrading its system and provides ongoing management training to all project managers.

As Project Manager, Robert Viera will be responsible for the overall project administration and management, including thorough coordination between the City and the design team, and for ensuring the City's needs are kept at the forefront. With LNV's extensive project management capabilities, the City staff will be working with an experienced leader to incorporate customized management tools, forms and other materials necessary for efficiency. At a minimum, these materials include a monthly status report with an update of all active project schedules, cash flows, tasks completed to date and tasks to be executed over the next month, and a list of any information needs or concerns that may arise. Microsoft Project will be utilized to plan projects, to collaborate with others, to stay organized and to keep the project on track.

Scheduling

The heart of any timely project is a detailed and accurate schedule. The key components to minimizing changes involve carefully defining the project scope with the City. LNV's project manager will work with the City's staff to confirm all key steps, phases, milestones, approvals and project meetings for the project, then incorporate the items into a detailed schedule. LNV's scheduling method will summarize consistent and disciplined thinking in a systematic manner. This will ensure the appropriate amount of resources have been allocated.

LNv makes better use of dollars by creating and managing a master schedule with milestones at the strategic level, along with short-interval schedules. The schedule will specify the start and finish dates for each activity, as well as the interlocking relationships between activities. This effective take on the Critical Path Scheduling method will be used as a management control tool for defining, integrating and analyzing what must be done to complete each project on time and within budget. LNV will work with the City to create a smooth, more reliable work flow that maximizes productivity and minimizes waste.

Budgeting

Construction cost management in the current market conditions require consistent review of costs and accountability by the design team. With the drastic swings in material costs common in today's environment, it is imperative to make the right material and system design choices. LNV monitors the project budget at all times and any shortfall will be readily noted. Should a shortfall be identified, LNV will quickly evaluate the incident and make recommendations to bring the project back within budget.

Budgets can create challenges both from an architectural/engineering fee standpoint and from a construction cost standpoint. With respect to developing architectural/engineering fees, LNV typically develops a detailed scope and fee estimate, which is then reviewed with the client to arrive at a mutually acceptable budget. LNV works with its clients to make sure the scope and fee are appropriate to the services needed.

When developing construction cost estimates, the team relies on historical data developed from prior projects, unit bid prices published by other public agencies and, as necessary, development of unit prices using national cost estimating sources such as R.S. Means. LNV has developed thousands of construction cost estimates and engineering fee proposals for public projects.

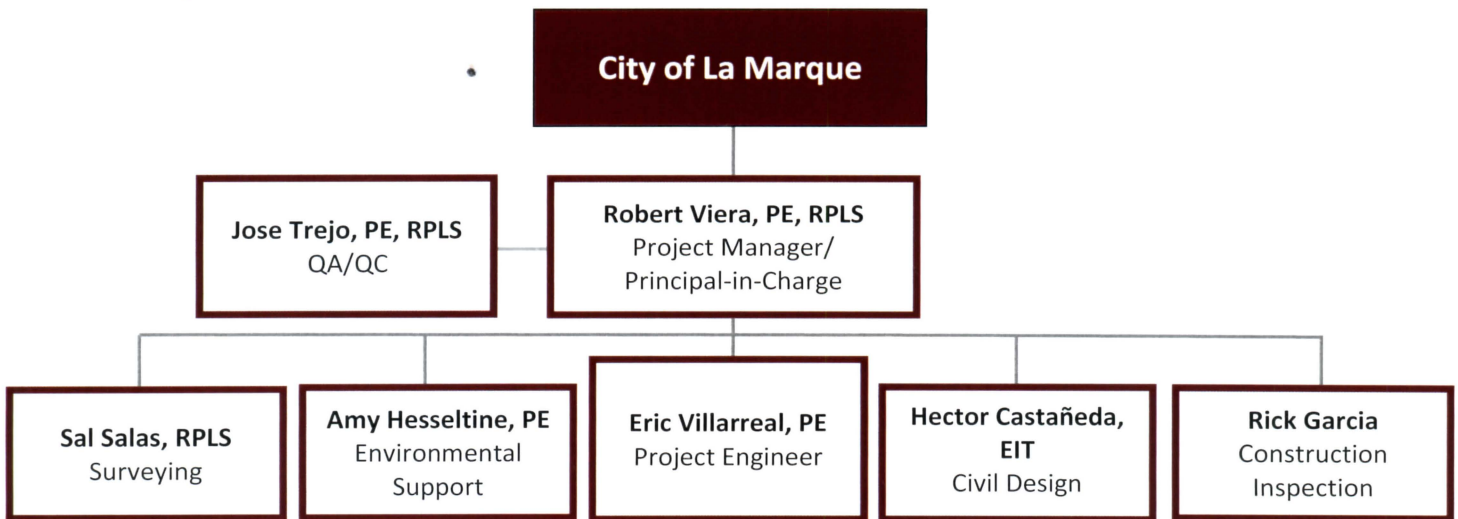
Value Engineering

Value engineering maximizes every project dollar spent and is a critical component in LNV's design process. Cost analysis, identification of alternatives, construction feasibility, labor and material availability, and project schedule are all carefully considered during this phase. LNV will study and suggest workable alternatives to avoid unnecessary spending and provide improved value and economy, while maintaining the integrity of the project and the City's goals. During the value analysis review, all expenditures relating to construction, maintenance, operation, and replacement are considered.

SECTION 4

CAPACITY TO PERFORM

Organization and Team



Robert Viera, PE, RPLS

PROJECT MANAGER/PRINCIPAL-IN-CHARGE

Mr. Viera serves as vice president/principal of LNV. He has provided engineering services on a wide variety of projects for more than 22 years. His experience includes surveying, sewer, water, wastewater, streets and drainage, and land/site development projects. He currently performs engineering services for several municipalities and utility districts throughout Texas. He has worked with many federal and state funding programs, as well.

Education

Bachelor of Science,
Civil Engineering,
Texas A&M
University, 1994

Registrations & Certifications

Professional
Engineer, Texas No.
85616

Registered
Professional Land
Surveyor, Texas No.
6178

TCF – Infrastructure Improvements Business Highway 87

Mr. Viera served as principal-in-charge/project manager for this project, which comprised the environmental clearance, project administration, franchise utility coordination, design, bidding, construction inspection/oversight, and permitting for the City of Ingleside. This project included approximately 39,000 square feet of 6-foot-wide pedestrian walkways, 40 Americans with Disabilities Act ramps at intersections and crosswalks. Upgrades to the signage/ striping and minor drainage improvements involved grate inlets, manholes, junction boxes, and safety end treatments.

City of Gregory Safe Routes to School – Pedestrian Walkway Improvements

Mr. Viera served as the principal-in-charge for the project LNV provided environmental and civil engineering, surveying, and construction management services for this project, which comprised design, bidding, construction inspection/oversight, and permitting for the City of Gregory. This project included approximately 50,000 square feet (two miles) of 5-foot-wide pedestrian walkways, 35 Americans with Disabilities Act pedestrian ramps at the intersections and crosswalks. Upgrades to the signage/stripping and minor drainage improvements involved grate inlets, manholes, junction boxes, and safety end treatments. The pedestrian walkways were constructed to help link schools, housing authorities, residential areas and public facilities.

City of Sinton, Downtown Revitalization Project

Mr. Viera served as the principal-in-charge for the project. LNV provided civil engineering, surveying and construction management services for this project, which comprised concrete sidewalk improvements, Americans with Disabilities Act ramps and safety lighting on Rachal Street in the Sinton Downtown Historic District.

City of Mathis Sidewalk Improvements

Mr. Viera served as the principal-in-charge for civil engineering services for Americans with Disabilities Act (ADA) sidewalk improvements for the City of Mathis. This project included the removal and replacement of approximately 1,500 linear feet of sidewalk, and the design of approximately 10 ADA ramps to increase accessibility to the downtown area for pedestrians. LNV's sidewalk design included several ramps with detailed grading, which required handrails and landings. LNV's design met the standards set by the Texas Department of Transportation, since the project was within its right-of-way.

Eric Villarreal, PE

PROJECT ENGINEER

Mr. Villarreal has more than 15 years of experience designing water, wastewater, drainage and land/site development projects. He has designed and/or managed these project types for numerous municipalities and utility districts in South Texas. While providing engineering design and calculations for these projects, Mr. Villarreal gained valuable experience by working directly with the client through the planning phase, by working closely with in-house staff through the design phase, and by working with contractors through the construction phase. He is well-versed in a variety of computer programs, including EPANET, WaterCAD, StormCAD, FlowMaster and WinStorm.

Education

Bachelor of Science,
Civil Engineering,
Texas A&M
University, 1999

Registrations & Certifications

Professional
Engineer, Texas No.
103807

City of George West, Texas Capital Fund, Water, Sewer and Gas Line Improvements

Mr. Villarreal served as project engineer for this project, which comprised the replacement of 1,200 linear feet of 6-inch sewer line, the rehabilitation of four manholes, the replacement of 2,850 linear feet of 8-inch water line, and 300 linear feet of 2-inch gas line. LNV coordinated with TxDOT to obtain utility permits.

City of Woodsboro - CDBG - Water and Sanitary Sewer System Improvements

Mr. Villarreal served as project engineer for this project, which replaced approximately 1,000 linear feet of 6-inch water line, and the design of 5,800 linear feet of 6-inch water line and 2,300 linear feet of 2-inch water line to service approximately 38 first-time water services. The sewer line portion of the project included approximately 1,500 linear feet of 8-inch sewer line to service three first-time sewer services.

City of Driscoll - TCDP Water System Improvements

Mr. Villarreal served as project engineer for the design for the replacement of approximately 6,900 linear feet of 2-inch water line with 6-inch water line, eight fire hydrant assemblies, the reconnection of 65 water services, and bore and case 100 linear feet of 6-inch water line. The bore is under a TxDOT highway, therefore permitting was required.

Live Oak County - CDBG Water System Extension

Mr. Villarreal served as project engineer for this project that added approximately 20,000 linear feet of 6-inch water line to provide first-time water service to 48 households. LNV also coordinated with the Texas Department of Transportation to obtain utility permits. LNV provided design, bid and construction administration phase services, and performed construction observations.

Jose Trejo, PE, RPLS

QA/QC

Mr. Trejo has more than 40 years of experience in all levels of municipal engineering design and construction and project management, including experience as a City Engineer and Public Works Director for various municipalities. His experience includes 18 years of work as Assistant Director of Engineering and Assistant Director of Wastewater Utilities for the City of Corpus Christi. Mr. Trejo has worked with several local, state and federal agencies including TxDOT, TCEQ, EPA and USACE, performing coordination, planning and programming of numerous water supply and wastewater environmental projects. His experience includes providing viable and economic solutions for coordination of public works installations and forging agreements between public agencies for project implementation. He has successfully served as primary professional/technical support on other city improvements including public parks and publically-owned building improvements. Mr. Trejo has managed projects involving sewer collection and treatment facilities, and various storm drainage and ditch improvements.

Education
Master of Science, Civil Engineering, Texas A&M University – Kingsville, 1978
Bachelor of Science, Civil Engineering, Texas A&M University – Kingsville, 1972
Registrations & Certifications
Professional Engineer, Texas No. 40807
Registered Professional Land Surveyor, Texas No. 2938

Highlights of Professional Experience

LNV, Inc. - Senior Engineer

- Aids in the development of QA/QC procedures for all design projects and reports and ensures that project managers, EITs and designers produce technically-sound projects
- Reviews and approves final plans and reports before submitting to client/owner
- Resolves pitfalls, scheduling issues and/or regulatory impacts in a timely manner for project execution
- Provides guidance in project implementation for streets, utilities, stakeholders, and the general public to receive maximum service with minimal disruptions

City of Corpus Christi – Assistant Wastewater Director, 2008 – 2014

- Ensured principles and practices of water and wastewater treatment, and distribution and collection systems were followed
- Utilized knowledge of all EPA and TCEQ rules and regulations affecting wastewater collection and treatment, including all permitting impacts
- Prepared financial and budgetary requirements for the department administration
- Ensured compliance with State and Federal Environmental permit requirements of the Clean Water Act
- Provided necessary employment needs for personnel to operate the City's wastewater system
- Communicated with the media and public for delivery of critical information on utility operations
- Assisted engineering department, consultants and contractors in project development and implementation to ensure continued and uninterrupted service to the public
- Coordinated staff training and monthly management meetings

Hector Castañeda, EIT

CIVIL DESIGN SUPPORT

Mr. Castañeda has more than 14 years of experience performing engineering services for various municipalities throughout South Texas. He specializes in the planning, design and construction management of wastewater treatment and collection systems, water treatment and distribution systems, roadway improvements, and drainage improvements. Mr. Castañeda is familiar with the procedures and regulations of federal and state agencies, and has assisted numerous municipalities with funding applications for infrastructure and economic development projects. He also has experience in the preparation of plats, boundary surveys and pollution prevention plans for several site development projects.

Education
Bachelor of Science, Civil Engineering, Texas A&M University-Kingsville, 2000
Registrations & Certifications
Engineer-In-Training Texas No. 32319

City of Sinton - Street Widening Phase II

Mr. Castañeda served as civil support for this project, which comprised street, drainage and concrete improvements for the City of Sinton. The improvements included the street widening of multiple existing sections and involved storm sewer, 4-inch concrete curb and gutter, and the relocation of the conflicting utilities. LNV designed the storm runoff based on the Texas Department of Transportation's Hydraulic Manual using the rational method for runoff calculations.

City of Bishop - 2015 Street Improvements

Mr. Castañeda served as civil support for this evaluation study including a cost estimate and exhibit showing the conditions of the existing streets. The City's budgets every two years to perform a maintenance schedule on priority streets. This includes performing design, bidding, and construction phase for leveling up, limestone base repair and two-course surface treatment on various city streets.

City of Dilley - Street Improvements

Mr. Castañeda served as civil support for improvements to various streets within the City. The scope included approximately 90,800 square yards of cement treatment, 15,000 tons of new base, 14,470 square yards of flexible base, 209,730 square yards of two-course surface treatment, valve and manhole adjustments, 500 square yards of concrete pavement, 3,000 tons of HMA CP (level-up), and concrete curb and gutter.

City of Taft - Gregory Street Drainage Improvements

Mr. Castañeda served as civil support for this project, which comprised drainage improvements along Gregory Street. The improvements included approximately 1,150 linear feet of 18-inch HDPE storm water pipe, 12-inch casing, the removal and replacement of an 8-inch wastewater line, eight inlets/basins, asphalt and concrete pavement repair, concrete sidewalk and driveway repair. LNV performed surveying, design, bid and construction administration phase services.

Sal Salas, RPLS

SURVEYOR

Mr. Salas has over seven years' experience in surveying and digital mapping. He has served as project manager on LNV's oil and gas projects spread across Texas, and he is providing support surveys to LNV's architect, engineer, and environmental specialists. Mr. Salas is familiar with topographic and boundary surveying, 3D laser scanning, ALTA/ACSM title surveys, construction staking, pipeline staking and as-built surveys, right-of-way, GIS exhibits and asset management, coordination with entities, and subdivision platting and layout.

Education

Bachelor of Science,
Geographical
Information Science,
Texas A&M University-
Corpus Christi, 2015

Registrations & Certifications

Registered
Professional Land
Surveyor, Texas No.
6612

City of Kingsville – Golf Course Lift Station Force Main Reroute

Survey manager to remove the Golf Course LS flows off the gravity line and re-routing the flows so that they discharge directly into the headworks of the South Wastewater Treatment Plant (WWTP). By extending the force main to the WWTP, the Golf Course LS flows now bypass a section of gravity line with inadequate capacity and as a result, provide capacity relief to the 12-in PVC gravity wastewater line. LNV identified the alternative routes available, coordinated with City staff to select the most appropriate alternative, designed the force main, sized the new pumps, provided survey and easement acquisition and developed plans and specifications for the construction project.

Kleberg County – Survey for CR 2280

Survey manager for a topographic survey of existing ditch and preparation of a drawing with recommendations. The drainage ditch is approximately 1500 linear feet.

City of Stockdale – Wastewater Disaster Relief Reparation Project

Survey manager for a TDA Disaster Relief Grant due to 12 inches of rain over a 4-5-hour period. The ponds were inundated and overflowed, but the embankments remained intact. Assisted with the inspection and evaluation of piping, valves, aerator and transfer structures.

City of Poteet – FEMA HMGP, Horton Lane Drainage Improvements

Survey manager for the final design plans and specifications based on the selected alternative submitted to the Texas Division of Emergency management's (TDEM) Hazard Mitigation Grant Program for a Hazard Mitigation Grant. This project includes engineering and surveying services for the construction of a trapezoidal earthen channel along the eastern and western sides of School Drive, the installation of reinforced concrete pipe with driveway crossings, repairing of two driveways and asphalt pavement repair, installation of reinforced concrete box culverts, the removal and repair of a wired fence and acquire of drainage easements.

Amy Hesseltine, PE

ENVIRONMENTAL/PERMITTING SUPPORT

Ms. Hesseltine serves as vice president of LNV's environmental division. She's proficient in a variety of environmental engineering design, permitting and consulting services. Ms. Hesseltine specializes in projects related to MSW, medical waste and RCRA facilities, wetlands, Section 404 and dredging permits, compliance plans (SWPPP/SPCC), environmental site assessments, TPDES and MS4 permitting, and air permitting. The Texas Commission on Environmental Quality is the state's primary regulatory agency and Ms. Hesseltine has an excellent working relationship with its staff, at both the state and regional level.

Education

Bachelor of Science,
Civil Engineering,
University of
Missouri-Rolla, 1996

Registrations & Certifications

Professional
Engineer, Texas No.
93578

City of Pearsall - Gilliam Road Street Design

Ms. Hesseltine provided environmental support for this project for the design of the reconstruction of Gilliam Road. The reconstruction project involved approximately 4,000 linear feet of two lane rural roadway with existing roadside ditches. The roadway section was widened from 22 feet to 26 feet with cross drainage structures. The project included reprofiling the roadway and roadside ditches, new roadway and driveway culverts, curbs and driveway approaches. Services provided include the preparation of construction drawings and specifications, bid documents, surveying, roadway design, drainage design, geotechnical investigation, environmental investigation, pavement design, traffic control plan and utility coordination. The water and sewer were also adjusted within the project limits. The water main adjustments included the replacement of the main, existing valves, service meters and fire hydrants. The sewer main adjustment included manhole adjustments and a sewer main extension.

Nueces County Road and Bridge Project - Corpus Christi, Texas

Ms. Hesseltine reviewed each project location to identify and address environmental conditions. Each site was reviewed for the potential for endangered and/or threatened species, the potential for historic properties and/or cultural resources, and the potential for jurisdictional waters of the United States including wetlands.

City of Corpus Christi - Bay Trails Hike and Bike Trail Phase 3

Ms. Hesseltine provided environmental support for this 10-foot-wide concrete hike and bike trail over 6,600 feet in length. The trail connected previous phases of Bay Trails from South Padre Island Drive, extending south along the west side of Paul Jones Avenue, then east along the north side of Holly Road to the Cayo Del Oso Bay. Environmental studies included an assessment of potential impacts to water quality, air quality, biological resources, cultural resources, section 4(f) properties, farmlands, floodplain and essential fish habitats.

Rick Garcia

CONSTRUCTION INSPECTION

Certifications
OSHA Training
CPR/First Aid

Mr. Garcia has more than 11 years of experience as a project superintendent, general contractor and field inspector. His experience includes residential, commercial, institutional and civil projects for private and public clients. Mr. Garcia served as a construction inspector for the University of Texas at San Antonio facility expansion project and multiple FAA-funded projects for Corpus Christi International Airport. These projects involved civil site work, land development and related infrastructure, commercial building new construction and renovations, and multi-disciplinary university campus expansion projects. Mr. Garcia’s employment history and project experience are shown below.

Rural Development Phase I and II, Pearsall, Texas

Mr. Garcia served as the construction inspector for this project, which included two lift stations, 5,000 linear feet of force main, 11,000 linear feet of 8-inch through 10-inch sewer line, 37 manholes, 115 sewer services, 6,800 linear feet of 6-inch water line, 14 fire hydrants, and 13 water services.

Sanitary Sewer Line, Dilley, Texas

Mr. Garcia served as the construction inspector for this project, which included designing approximately 8,000 linear feet of 8-inch pipe bursting, manhole rehabilitation and service reconnections. LNV’s responsibilities included design, bid, survey and construction administration and observation.

TCF – Water, Sewer and Gas Line Improvements, George West, Texas

Mr. Garcia served as the construction inspector for this project, which included the replacement of 1,200 linear feet of 6-inch sewer line, the rehabilitation of four manholes, the replacement of 2,850 linear feet of 8-inch water line, and 300 linear feet of 2-inch gas line. LNV coordinated with the Texas Department of Transportation to obtain utility permits. The scope of work included design, bid and construction administration phase services, as well as construction observations.

Water Line Replacement, Dilley, Texas

Mr. Garcia served as the construction inspector for this project, which included the replacement of approximately 6,500 linear feet of water line, reconnection of 210 services, installation of valves and fire hydrants and miscellaneous appurtenances.

SECTION 5

CERTIFICATIONS

HUB Certificate

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1742951947700
File/Vendor Number: 000258
Approval Date: 10-JUL-2017
Scheduled Expiration Date: 10-JUL-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LVN, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 14-JUL-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpsscmbisearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16

Firm Certificate



Certificate of Liability Insurance – Professional Liability



CERTIFICATE OF LIABILITY INSURANCE

LNVIN-1

QP ID: BGM

DATE (MM/DD/YYYY)

04/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Carlisle Insurance 500 N Water Suite 900 Corpus Christi, TX 78401-0234 Daniel C Carlisle, CIC, CPCU	361-884-2775	CONTACT NAME: Brandy Mattox ACSR, CISR PHONE (AG, No, Ext): 361-884-2775 E-MAIL: brandym@carlisleins.com ADDRESS:	FAX (AG, No): 361-884-3470
INSURED LNV, Inc. 801 Navigation Blvd. #200 Corpus Christi, TX 78408		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Columbia Mutual Insurance Co	NAIC # 40371
		INSURER B: Texas Mutual Insurance Co	22945
		INSURER C: Philadelphia Indemnity Ins Co	
		INSURER D: Trav Prop Casualty Co of Am	25674
		INSURER E: Great American Ins Co of NY	22136
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROTECT ☐ LOC OTHER:		BOPTX0000094495	04/06/2019	04/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		PHPK1965931	04/06/2019	04/06/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 10000 ☒ CLAIMS-MADE ☐ OCCUR		ZUP41M7553A19NF	04/06/2019	04/06/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	0001285499	04/06/2019	04/06/2020	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Equip.		IMP425831704	04/06/2019	04/06/2020	Rent/Lease 25,000

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

Engineer Consultants - State of Texas

CERTIFICATE HOLDER	CANCELLATION
Sample Only for Bidding Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Certificate of Liability Insurance – General Liability



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA		CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:	
INSURED LNV Inc. 801 Navigation, Suite 300 Corpus Christi, TX 78408		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company NAIC # 19437 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W12027008

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		061853739	07/01/2019	07/01/2020	Per Claim: \$2,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Engineer Consultants - State of Texas

CERTIFICATE HOLDER Sample Only for Bidding Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 18253426

BATCH: 1281738

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TxCDBG Administrator Certification



SAM.gov Verification

SAM Search Results			
List of records matching your search for :			
Search Term : LNV*			
Record Status: Active			
ENTITY	LNV, Inc.		Status: Active
DUNS: 849281188	+4:	CAGE Code: 5ASS7	DoDAAC:
Expiration Date: 07/08/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 7500 Rialto Blvd Bldg 1 Ste 240			
City: Austin		State/Province: TEXAS	
ZIP Code: 78735-8531		Country: UNITED STATES	
ENTITY	LNV, INC.		Status: Active
DUNS: 185494700	+4:	CAGE Code: 5APY4	DoDAAC:
Expiration Date: 07/08/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 8918 TESORO DR STE 401			
City: SAN ANTONIO		State/Province: TEXAS	
ZIP Code: 78217-0000		Country: UNITED STATES	
ENTITY	LNV, Inc.		Status: Active
DUNS: 050772461	+4:	CAGE Code: 3P6Y5	DoDAAC:
Expiration Date: 07/08/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 801 Navigation Blvd Ste 300			
City: Corpus Christi		State/Province: TEXAS	
ZIP Code: 78408-2600		Country: UNITED STATES	

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient La Marque
 Name of Respondent LWV
 Evaluator's Name Mike Ashby

TxCDBG Contract No. _____
 Date of Rating 9/5/19

Experience – Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score
1. Has previously designed <u>DL</u> type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	10	<u>10</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	15	<u>10</u>
5. Certified Administrator of TxCDBG Program by TDA	5	<u>5</u>
Subtotal, Experience	<u>60</u>	<u>50</u>

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	<u>25</u>	<u>23</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>12</u>

TOTAL SCORE

Factor	Max.Pts.	Score
-- Experience	60	<u>50</u>
-- Work Performance	25	<u>23</u>
-- Capacity to Perform	15	<u>12</u>
Total Score	<u>100</u>	<u>85</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient La Marque
Name of Respondent Adco
Evaluator's Name Alicia Ashby

TxCDBG Contract No. _____
Date of Rating 9/5/19

Experience -- Rate the respondent for experience in the following areas:
Comments

Factor	Max.Pts.	Score
1. Has previously designed _____ type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	10	<u>10</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	15	<u>10</u>
5. Certified Administrator of TxCDBG Program by TDA	5	<u>5</u>
Subtotal, Experience	60	<u>55</u>

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

Factor	Max.Pts.	Score
-- Experience	60	<u>55</u>
-- Work Performance	25	<u>25</u>
-- Capacity to Perform	15	<u>13</u>
Total Score	100	<u>93</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient _____
 Name of Respondent LNU
 Evaluator's Name Charlene Warren

TxCDBG Contract No. _____
 Date of Rating 9/4/2019

Experience -- Rate the respondent for experience in the following areas:

<u>Comments</u>			
<u>Factor</u>		<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects		20	<u>10</u>
2. Has worked on federally funded construction projects		10	<u>10</u>
3. Has worked on projects that were located in this general region.		10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			
4. Extent of experience in project construction management		15	<u>10</u>
5. Certified Administrator of TxCDBG Program by TDA		5	<u>5</u>
Subtotal, Experience		<u>60</u>	<u>50</u>

Work Performance

<u>Factor</u>		<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule		10	<u>10</u>
2. Manages projects within budgetary constraints		5	<u>5</u>
3. Work product is of high quality		10	<u>10</u>
Subtotal, Performance		<u>25</u>	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>		<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff		5	<u>5</u>
2. Adequacy of Resources		5	<u>5</u>
3. Professional liability insurance is in force		5	<u>5</u>
Subtotal, Capacity to Perform		<u>15</u>	<u>15</u>

TOTAL SCORE

<u>Factor</u>		<u>Max.Pts.</u>	<u>Score</u>
-- Experience		60	<u>50</u>
-- Work Performance		25	<u>25</u>
-- Capacity to Perform		15	<u>15</u>
Total Score		<u>100</u>	<u>90</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient La Marque
 Name of Respondent LNK
 Evaluator's Name C JACKSON

TxCDBG Contract No. _____
 Date of Rating 9/4/19

Experience -- Rate the respondent for experience in the following areas:

Comments		
Factor	Max.Pts.	Score
1. Has previously designed _____ type of projects	20	<u>10</u>
2. Has worked on federally funded construction projects	10	<u>10</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	15	<u>10</u>
5. Certified Administrator of TxCDBG Program by TDA	5	<u>5</u>
Subtotal, Experience	60	<u>58</u>

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
-- Experience	60	<u>58</u>
-- Work Performance	25	<u>25</u>
-- Capacity to Perform	15	<u>15</u>
Total Score	100	<u>98</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient _____

TxCDBG Contract No. _____

Name of Respondent Adico

Date of Rating 9/6/2019

Evaluator's Name Charlene Warren

Experience -- Rate the respondent for experience in the following areas:

Comments

Factor	Max.Pts.	Score
1. Has previously designed _____ type of projects	20	<u>16</u>
2. Has worked on federally funded construction projects	10	<u>10</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	15	<u>10</u>
5. Certified Administrator of TxCDBG Program by TDA	5	<u>5</u>
Subtotal, Experience	60	<u>56</u>

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
-- Experience	60	<u>56</u>
-- Work Performance	25	<u>25</u>
-- Capacity to Perform	15	<u>15</u>
Total Score	100	<u>96</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient La Marque
 Name of Respondent ADICO
 Evaluator's Name C JACKSON

TxCDBG Contract No. _____
 Date of Rating 9/4/19

Experience -- Rate the respondent for experience in the following areas:

Comments		
Factor	Max.Pts.	Score
1. Has previously designed _____ type of projects	20	<u>15</u>
2. Has worked on federally funded construction projects	10	<u>10</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	15	<u>10</u>
5. Certified Administrator of TxCDBG Program by TDA	5	<u>5</u>
Subtotal, Experience	<u>60</u>	<u>55</u>

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	<u>25</u>	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
-- Experience	60	<u>55</u>
-- Work Performance	25	<u>25</u>
-- Capacity to Perform	15	<u>15</u>
Total Score	<u>100</u>	<u>95</u>