

NOTICE OF LA MARQUE CITY COUNCIL WORKSHOP BY TELEPHONE CONFERENCE

In accordance with order of the Office of the Governor issued March 16, 2020, the La Marque City Council will conduct a Workshop on **Monday, August 9, 2021 beginning at 6:00 PM in the Council Chambers at 1109-B Bayou Road, La Marque, Texas as well as via teleconference (ZOOM)** in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus/COVID-19. This Notice, the meeting agenda, and the agenda packet can be found online at:

<https://ci.la-marque.tx.us/AgendaCenter>

The public will be permitted to offer public comments telephonically as provided below and as permitted by the Mayor during the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

THE PUBLIC TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE MEETING IS:

1 (346) 248-7799

ONCE YOU ARE CONNECTED, YOU MUST ENTER THE FOLLOWING:

Meeting ID: 92493940502

Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address:

<https://zoom.us/j/92493940502>

Once you are on the website, you may need to enter the following:

Meeting ID: 924 9394 0502

If you require accommodation to participate in this meeting, contact the City Clerk at 409-938-9259 or cityclerk@cityoflamarque.org at least 48 hours prior to the meeting start time.



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

Mayor - Keith Bell

Kimberley Yancy - District A

Mayor Pro-Tem Joe Compian - District B

Councilmember Michael Carlson - District C

Councilmember Casey McAuliffe - District D

**CITY OF LA MARQUE
CITY COUNCIL
WORKSHOP MEETING
of
AUGUST 9, 2021**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Workshop on Monday, August 9, 2021**, beginning at 6:00 p.m. **in the Council Chambers at 1109-B Bayou Road, La Marque, Texas as well as via teleconference hosted through (ZOOM)** for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIANCE - Jervie Windom (Resonate Church)

(4) CITIZENS PARTICIPATION (Limited to three minutes per person)

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council on a specific agenda item (limited to three (3) minutes) should give the Mayor your name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. **Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet or computer, or stand if attending in person, and the Mayor will call on you in turn.**

(5) OLD BUSINESS

- a. Discussion relating to approving the revised General Plan for Olympia Lakes – Contract City Engineer D. Ho
- b. Discussion relating to the status of the “fowl” ordinance – Mayor K. Bell/Legal-

(6) AWARD OF BID (s)

- a. Discussion relating to award of Bid LM #01-22 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite, & Sulfur Dioxide in the amount of \$60,000.00 - Interim Assistant Public Works Director A. Hobby
- b. Discussion relating to award of LM Bid #04-22 to Vulcan Construction Materials for limestone base in the amount of \$30,000.00 - Interim Assistant Public Works Director A. Hobby
- c. Discussion relating to award of LM Bid #05-22 to Evoqua Water Technologies for odor & corrosion control in the amount of \$80,000.00 - Interim Assistant Public Works Director A. Hobby

(7) NEW BUSINESS

- a. Discussion relating to adopting Resolution No. **R-2021-0020**, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Community Development Block Grant-Disaster Recovery Program (CDBG-DR) Contract number 20-065-105-C287 - Finance Director S. Kou
- b. Discussion relating to approving the use of “Mac McGaffey” Highland Bayou Park for the 1st Annual Michael Williams Back to School Supply Drive to be held on August 21, 2021 as forwarded by the Parks Board with favorable recommendation - Interim Assistant Public Works Director A. Hobby
- c. Discussion relating to authorizing the City of La Marque to issue Requests for Proposals (RFPs) for administrative services and Requests for Qualifications (RFQs) for professional services for the American Rescue Plan Act of 2021- Finance Director S. Kou THIS ITEM AS TABLED FROM 6.21.2021
- d. Discussion relating to approving the annual purchase of surface water from Gulf Coast Water Authority in the amount of \$1,557,415.72 which includes: Bond A \$8,530.09, Bond B \$37,345.52, Bond D \$245,123.17 and Surface Water \$1,266,416.94 for a combined total of \$1,557,415.72 - Interim Assistant Public Works Director A. Hobby
- e. Discussion relating to approving the annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including city-wide grease trap inspections, Wastewater Treatment inspections, and complaint investigations in the amount of \$14,442.00 - Interim Assistant Public Works Director A. Hobby
- f. Discussion relating to setting a date for a “ Safe City Initiative” Workshop to provide direction to staff for requirements to be used in a Request for Proposals (RFP) - Mayor K. Bell
- g. Discussion relating to approving an RFQ for a consulting firm to search for the City Manager position or provide staff with further direction - Mayor K. Bell

(8) 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)

(9) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before August 6, 2021, before 5:30 p.m.

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: August 9, 2021

Agenda item: 5a

Prepared by: _____

Reviewed by: _____

Department: Development Services

AGENDA ITEM DESCRIPTION: Discussion relating to approving the revised General Plan for Olympia Lakes

X

ATTACHMENTS FOR REFERENCE

1. Revised General Plan
2. Planning/Zoning Commission Report
3. Letter of Recommendation from Adico, LLC

STAFF BRIEFING:

- **The Planning and Zoning Commission recommended approval of the General Plan with listed conditions.**
- An updated plan including corrections in response to comments from Adico is required;
- Resubmittal of general plan showing proposed phases compliant with requirements of Chapter 41 and the 2018 International Fire Code;
- Submittal of final plats for each phase of development and supporting documents compliant with City Code Chapter 41 and Chapter 212 of Texas Local Government Code.
- Council recommended revision to move the second point of egress to the north, add two ADA parking spaces at the central park and utilize the open space (Drill site) for multi-use play and dog park
- The planner has updated the general plan to reflect these additions.

HISTORY:

6/29/21 - Planning and Zoning recommended approval of the General Plan for Olympia Lakes.

7/12/2021 - City Council recommended revision to the General Plan for Olympia Lakes.

TARGET IMPLEMENTATION: August 9, 2021

SIGNIFICANT ACTION DATES: N/A

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	



CITY COUNCIL AGENDA FORM

ACTION:

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

Acct. Name(s)	
Line Item #	
Other Funding	

STAFF'S RECOMMENDATION: Recommend to approve the revised General Plan for Olympia Lakes with the following Conditions.

- 1) Corrections and resubmittal of general plan in compliance with comments from Adico, LLC.
- 2) Resubmittal of general plan showing proposed phases compliant with requirements of Chapter 41 and the 2018 International Fire Code;
- 3) Submittal of final plats for each phase of development and supporting documents compliant with City Code Chapter 41 and Chapter 212 of Texas Local Government Code.

FISCAL IMPACT: N/A



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: June 29, 2021

Agenda Item: Discussion / possible action regarding a General Plan application for Olympia Lakes

Item Type: Plan - General Plan

Standard for Approval:

Plats and General Plans that comply with the requirements of City Code Chapter 41 and Chapter 212 of the Texas Local Government Code must be approved.

References: City Code Chapter 41;
Chapter 212, Texas Local Government Code

Council approval: Required

Public comments: Concerns from neighbors regarding drainage plan

Recommendation: Motion to approve with conditions Olympia Lakes General Plan, subject to the following conditions:

- 1) Corrections and resubmittal of general plan in compliance with the comments from Adico;
- 2) Resubmittal of general plan showing proposed phases compliant with requirements of Chapter 41 and the 2018 International Fire Code; and
- 3) Submittal of final plats for each phase of development and supporting documents compliant with City Code Chapter 41 and Chapter 212 of the Texas Local Government Code.

Wednesday, June 23, 2021

Arya Karve
7 Gen Planning
2107 City West Blvd., Suite 400
Houston, TX 77042

Re: Lake Olympia Estates General Plan
+/-47.5 Acres on Delany Road
First Review
COLM Project No. PZ2021-025
Adico, LLC Project No. 18100-2-073

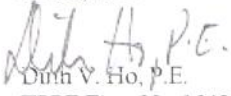
Dear Ms. Karve;

On behalf of the City of La Marque, Adico, LLC has reviewed the first submittal for Lake Olympia Estates General Plan received on or about June 21, 2021.

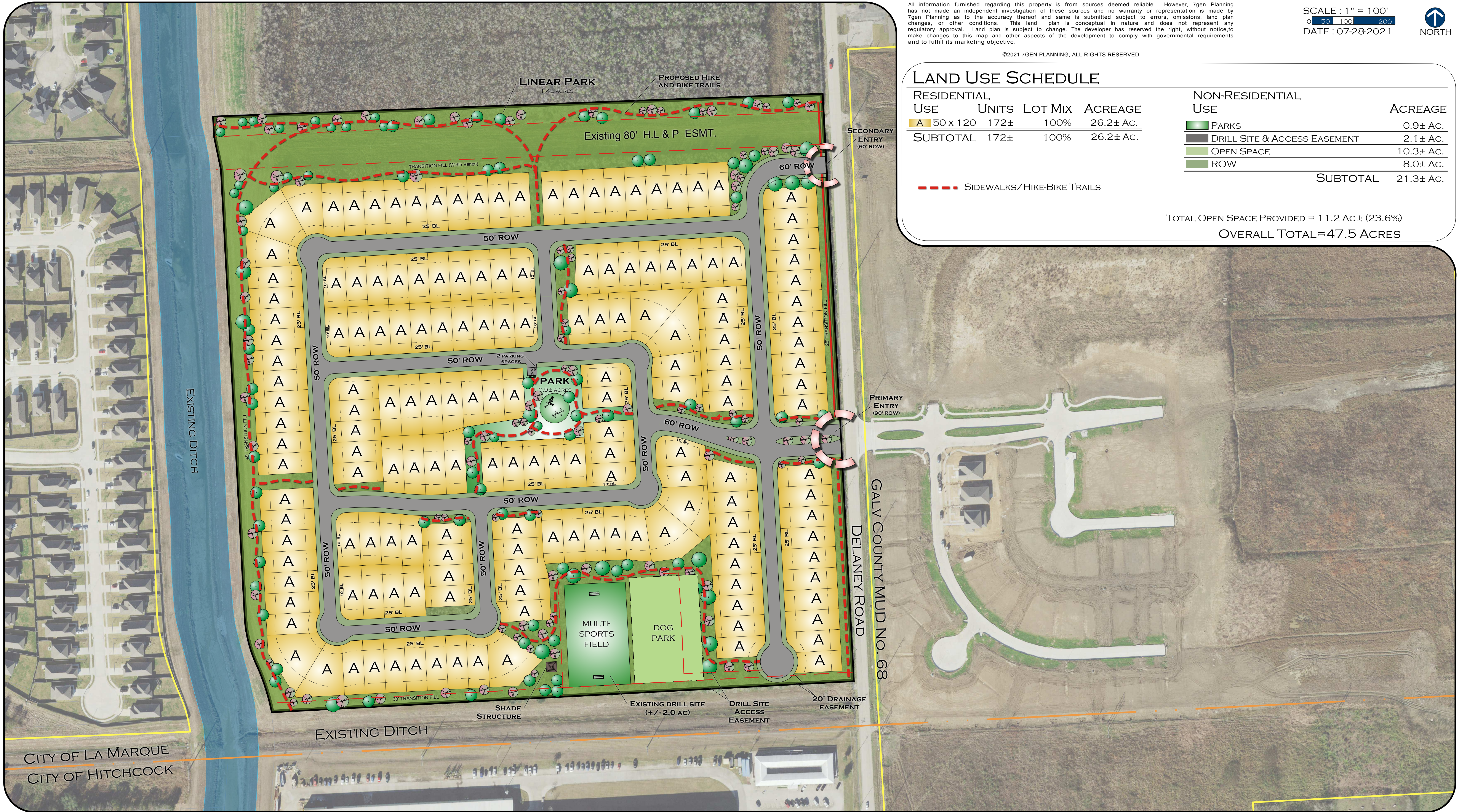
Please see our comments on the following pages. Please furnish one (1) set of revised drawings, digital files in .pdf format and a written response to our comments.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Derra V. Ho, P.E.
TBPE Firm No. 16423

Cc: Derra Purnell, City of La Marque, d.purnell@cityoflamarque.org
File: 18100-2-073



All information furnished regarding this property is from sources deemed reliable. However, 7gen Planning has not made an independent investigation of these sources and no warranty or representation is made by 7gen Planning as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

©2021 7GEN PLANNING, ALL RIGHTS RESERVED

SCALE : 1" = 100'
0 50 100 200
DATE : 07-28-2021



LAND USE SCHEDULE

RESIDENTIAL			
USE	UNITS	LOT MIX	ACREAGE
A 50 x 120	172±	100%	26.2± AC.
SUBTOTAL	172±	100%	26.2± AC.

--- SIDEWALKS/HIKE-BIKE TRAILS

NON-RESIDENTIAL	
USE	ACREAGE
PARKS	0.9± AC.
DRILL SITE & ACCESS EASEMENT	2.1± AC.
OPEN SPACE	10.3± AC.
ROW	8.0± AC.
SUBTOTAL	21.3± AC.

TOTAL OPEN SPACE PROVIDED = 11.2 AC± (23.6%)
OVERALL TOTAL=47.5 ACRES

LAKE OLYMPIA ESTATES

LA MARQUE TRACT
47.5± ACRES WITHIN GALVESTON COUNTY TEXAS
CONCEPTUAL MASTER PLAN - OPTION B2

7gen
PLANNING

PLANNING & LANDSCAPE ARCHITECTURE
2107 CITYWEST BLVD, SUITE 400 | 9050 N CAPITAL OF TX HWY., BLDG. 3, SUITE 390
HOUSTON, TEXAS 77042 | AUSTIN, TEXAS 78759
713.343.0394 | 512.646.3454



CITY COUNCIL AGENDA FORM

Meeting Date: August 9, 2021

Agenda item: 6a

Prepared by: Amanda Hobby

Reviewed by: _____

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion relating to award of Bid LM #01-22 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite, & Sulfur Dioxide in the amount of \$60,000.00



ATTACHMENTS FOR REFERENCE

1. LM 2022 Legal Notice - All LM's- Newspaper
2. LM 01-22 Invitation to Bid (DXI Bid Proposal)
3. LM 01-22 Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by DXI Industries as the only qualified bidder meeting all specifications.
- The bid amounts are based on estimated quantities supplied by the City of La Marque.
- There were seven (7) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- (1) bid received, but only (1) qualified bidder bid on all items.
- Please see enclosed bid tabulation for bid results.

HISTORY:

- These chemicals are used for the treatment process in the City's wastewater discharge and disinfection of the potable drinking water.

TARGET IMPLEMENTATION: October 1, 2021

SIGNIFICANT ACTION DATES:

09.09.2021 - Council to consider awarding bid to DXI Industries

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	\$ 60,000.00
Actual Bid	\$ 83,656.00
Estimated Expenditure	\$ 60,000.00
Acct. Name(s)	Operating Supplies
Line Items #	02 2010 24 00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Recommend to award Bid LM #01-22 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite, & Sulfur Dioxide in the amount of \$60,000.00

FISCAL IMPACT: These chemicals are annual reoccurring cost

CITY OF LA MARQUE
INVITATION TO BID
LM - 2022 BIDS

Notice is hereby given that the City of La Marque will receive bids in **DUPLICATE** for the following:

LM 01-22	Chlorine, Calcium Sulfur
LM 02-22	Fuel
LM 03-22	Cold Mix Cold Lay (CMCL) Asphalt
LM 04-22	Limestone
LM 05-22	Odor & Corrosion Control
LM 06-22	Sludge Management
LM 07-22	Water & Sewer Supplies

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, July 21, 2021 at 10:00 a.m. at which time all bids will be opened and publicly read.

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesaid time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at: www.cityoflamarque.org

Any Questions on: LM #01-22 through LM #07-22, please contact Venisha Henderson at: v.henderson@cityoflamarque.org or 409-938-9282.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

CITY OF LA MARQUE
INVITATION TO BID
LM #01-22

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until at 10:00 a.m. Wednesday, July 21, 2021 for:

LIQUID CHLORINE (Section 1)
CALCIUM HYPOCHLORITE (Section 2)
SULFUR DIOXIDE (SO₂) (Section 3)

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, July 21, 2021 at 10:00 a.m. at which time all bids will be opened and publicly read.

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesaid time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at:
www.cityoflamarque.org

Any Questions on: LM #01-22 please contact Venisha Henderson at: v.henderson@cityoflamarque.org or 409-938-9282.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

TERMS AND CONDITIONS
LM #01-22
LIQUID CHLORINE (Section 1)
CALCIUM HYPOCHLORITE (Section 2)
SULFUR DIOXIDE (SO₂) (Section 3)

1. Specifications and bidding documents may be secured from the Public Works Facility, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or by contacting Venisha Henderson at 409-938-9280 or v.henderson@cityoflamarque.org or from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner

affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.

6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:
 - A. The envelope is not properly marked in a manner that clearly identifies it as a bid.
 - B. It is received after the advertised closing date and time for receipt of bids.
 - C. It is submitted on a bid proposal form other than that provided by the City; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.
8. PRICE OF MATERIALS AND SALES TAX: This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the unit price will govern the bid.
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the City, payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
14. CONTRACT TERM: This contract will be for a period of one (1) year beginning October 1, 2021. The City must obtain prices early in order to prepare for the

upcoming fiscal year budget.

15. The vendor hereby assigns to the purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, ET. Seq. (1973).
16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
17. Bids received after the closing time will be returned unopened.
18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or another designated site.
19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept price increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

DECREASES: If a vendor does take advantage of this "price revision clause", the City will expect any decreases in cost from the bidder's source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

SPECIFICATIONS
LM #01-22
LIQUID CHLORINE (Section 1)
CALCIUM HYPOCHLORITE (Section 2)
SULFUR DIOXIDE (SO₂) (Section 3)

SECTION I - LIQUID CHLORINE

1. Chlorine to be delivered as specified to the City at various water and sewer plant sites on an as needed basis.
2. Chlorine shall be delivered in 150 lb. Or 1-ton cylinders, as required.
3. Chlorine will be ordered in minimum shipments of two (2) 150 lb. Cylinders or one (1) one-ton cylinder as requested.
4. All empty 150 lb. Chlorine cylinders will be exchanged with full 150 lb. Chlorine cylinders.
5. The City does not desire to pay any deposit for cylinders. If a deposit is required, the amount of such deposit must be specified on the proposal.
6. All liquid chlorine received must conform to the minimum required of AWWA Standard Number B-301-59 and must be 99% commercially pure.
7. The successful bidder will be required to have an Emergency Response Team or responsible agent. The team or responsible agent will be required to meet all codes of federal regulation 29 Part 1910.120 (7-1-90 Edition). The bidder will be required to submit emergency Response Procedure Specifications with the bid.
8. The team will be required to respond in a timely manner to any hazardous spill or leak.
9. The City does not desire to pay any demurrage charges. If a demurrage is required, the amount of such charge must be specified on the proposal.
10. The successful bidder will be required to furnish a metal sign with an emergency response number for chlorine or SO₂ leaks. Specifications for the sign as follows:

IN THE EVENT OF A CHLORINE (2" tall) OR SULPHUR DIOXIDE LEAK (2" tall) PLEASE NOTIFY THE (2" tall) EMERGENCY RESPONSE TEAM (4" tall)

AT: (4" tall)
(4" tall)

The sign must be 36" x 36" and the weight is to be of "engineering grade". The lettering must be red in color and sized as stated above in parentheses.

SECTION II - CALCIUM HYPOCHLORITE

1. Shall meet AWWA Standard B-300, latest revision for hypochlorite.
2. Minimum 65% free available chlorine.
3. Granular material only.
4. Shipped in 100 lb. drums, suitable for shipment to insure against damage or spoilage, as to meet the usage requirements of the water department of the City of La Marque. To be delivered to the destination specified by the City of La Marque.

SECTION III - SULFUR DIOXIDE (SO2)

1. Sulfur dioxide to be delivered as specified to the City Waste Water Treatment Plant on an as needed basis.
2. Sulfur dioxide shall be delivered in 150 lb. Cylinders, Model 10-REF.146.
3. Sulfur dioxide will be delivered in minimum shipments of two (2) 150 lb. Cylinders as requested.
4. All empty sulfur dioxide cylinders will be exchanged with full 150 lb. sulfur dioxide cylinders.
5. The City does not desire to pay any deposit for cylinders. If deposit is required, amount must be specified on proposal.
6. All liquid sulfur dioxide received must conform to the minimum requirements of AWWA standard number B-301-59 and must be 99% commercially pure.
7. The City does not desire to pay any demurrage charges. If a demurrage charge is required, the amount of such charge must be specified on the proposal.

PROPOSAL LM #01-22

SECTION I - LIQUID CHLORINE SECTION II - CALCIUM HYPOCHLORITE SECTION III - SULFUR DIOXIDE (SO2)

The quantities listed below are estimates based on prior year's usage and are for acquainting the bidder with probable quantity to be expected. These estimates are not intended to set forth minimum or maximum quantities for this contract. The vendor shall furnish quantities to the city on an "AS NEEDED BASIS".

ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATED
-----------------------	-------------	------------------------	-----------------------------

(UNITS)			QUANTITY	
28	150 lb. Cylinders of Chlorine as Specified	\$ 250.00	\$ 7,000.00	*
24	1 - Ton Cylinder of Chlorine as Specified	\$ 1,249.00	\$ 29,976.00	*
20	100 lb. Drums of Calcium Hypochlorite, as per the specifications	\$ 189.00	\$ 3,780.00	*
165	150 lb. Cylinders of Sulfur Dioxide (SO2), as per the specifications	\$ 260.00	\$ 42,900.00	*

City does not wish to pay delivery fees; if needed add to bid amount

Manufacturer of Chlorine: Westlake + others

Manufacturer of Calcium Hypochlorite: PPG

Manufacturer of Sulfur Dioxide (SO2): Chemtrade

Rent ~~or Deposit~~, if required, per cylinder:

150 lb. Cylinder of Chlorine: \$ 10/cylinder/month
 1 - Ton Cylinder of Chlorine: \$ 50/ton/month
 150 lb. Cylinder of Sulfur Dioxide: \$ 10/cylinder/month } based on end of month inventory

Demurrage Charge:

150 lb. Cylinder of Chlorine: \$ n/a after _____ days per month
 1 - Ton Cylinder of Chlorine: \$ n/a after _____ days per month
 150 lb. Cylinder of Sulfur Dioxide: \$ n/a after _____ days per month

Response time for HAZMAT Team: ASAP

F.O.B. City of La Marque, Freight Prepaid and Absorbed.

Expected day's delivery after each order is placed: 3-5 days

SIGNATURE PAGE

LM #01-22

SECTION I - LIQUID CHLORINE

SECTION II - CALCIUM HYPOCHLORITE

SECTION III - SULFUR DIOXIDE (SO2)

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid \$ 83,656.⁰⁰

Company Name DXI Industries, Inc.

Signature Janel Bakk

Printed Name & Title Janel Bakk, Territory Manager

Address 1919 Jacintoport Blvd

City, State and Zip Houston, TX 77015

Phone E-Mail 281-457-4848 j.bakk@dxgroup.com

Date 7/20/21

Acknowledgement of any and all addendums received:

Addendum #1

Addendum #2

Addendum #3



**LM #01-22
CHLORINE
CALCIUM HYPOCHLORITE
SULFUR DIOXIDE
BID TAB**

Bidder: DXI Industries, Inc. (\$83,656.00)

ESTIMATED QUANTITY (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATEDQUANTITY
28	150 lb. Cylinders of Chlorine as Specified	\$ 250.00	\$ 7,000.00
24	1 - Ton Cylinder of Chlorine as Specified	\$ 1,249.00	\$ 29,976.00
20	100 lb. Drums of Calcium Hypochlorite, as per the specifications	\$ 189.00	\$ 3,780.00
165	150 lb. Cylinders of Sulfur Dioxide (SO ₂), as per the specifications	\$ 260.00	\$ 42,900.00

Bidder: N/A

ESTIMATED QUANTITY (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATEDQUANTITY
28	150 lb. Cylinders of Chlorine as Specified	\$	\$
24	1 - Ton Cylinder of Chlorine as Specified	\$	\$
20	100 lb. Drums of Calcium Hypochlorite, as per the specifications	\$	\$
165	150 lb. Cylinders of Sulfur Dioxide (SO ₂), as per the specifications	\$	\$



CITY COUNCIL AGENDA FORM

Meeting Date: August 9, 2021

Agenda item: 6b

Prepared by: Amanda Hobby

Reviewed by: _____

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion relating to award of LM Bid #04-22 to Vulcan Construction Materials for limestone base in the amount of \$30,000.00



ATTACHMENTS FOR REFERENCE

1. LM 2022 Legal Notice - All LM's- Newspaper
2. LM 04-22 Invitation to Bid (Vulcan Materials Bid Proposal)
3. LM 04-22 Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Vulcan Construction Materials as the lowest qualified bidder meeting all specifications.
- Limestone base is used to backfill holes and street repairs throughout the City.
- All bids are based on the estimated quantities supplied by the City of La Marque.
- There were seven (7) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- One (1) qualified bids was received.
- Please see enclosed bid tabulation for bid results.

HISTORY: The City has purchased limestone base from Vulcan Construction Materials since 2010.

TARGET IMPLEMENTATION: October 1, 2021

SIGNIFICANT ACTION DATES:

09.09.2021 - Council to consider awarding bid to Vulcan Materials

ACTION:

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

Cost Details:	
Budgeted	\$ 30,000.00
Actual Bid	\$ 40,080.00
Estimated Expenditure	\$ 30,000.00
Acct. Name(s)	Street Maint.
Line Items #	01 3010 12 00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Recommend to award LM Bid #04-22 to Vulcan Construction Materials for limestone base in the amount of \$30,000.00

FISCAL IMPACT: Annual reoccurring cost

CITY OF LA MARQUE
INVITATION TO BID
LM - 2022 BIDS

Notice is hereby given that the City of La Marque will receive bids in **DUPLICATE** for the following:

LM 01-22	Chlorine, Calcium Sulfur
LM 02-22	Fuel
LM 03-22	Cold Mix Cold Lay (CMCL) Asphalt
LM 04-22	Limestone
LM 05-22	Odor & Corrosion Control
LM 06-22	Sludge Management
LM 07-22	Water & Sewer Supplies

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, July 21, 2021 at 10:00 a.m. at which time all bids will be opened and publicly read.

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesaid time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at: www.cityoflamarque.org

Any Questions on: LM #01-22 through LM #07-22, please contact Venisha Henderson at: v.henderson@cityoflamarque.org or 409-938-9282.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

**CITY OF LA MARQUE
INVITATION TO BID
LM #04-22**

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until at 10:00 a.m. Wednesday, July 21, 2021 for:

“LIMESTONE”

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, July 21, 2021 at 10:00 a.m. at which time all bids will be opened and publicly read.

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesaid time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at: www.cityoflamarque.org

Any Questions on: LM #04-22 please contact Venisha Henderson at: v.henderson@cityoflamarque.org or 409-938-9282.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

**TERMS AND CONDITIONS
LM #04-22
LIMESTONE**

1. Specifications and bidding documents may be secured from the Public Works Facility, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or by contacting Venisha Henderson at 409-938-9280 or v.henderson@cityoflamarque.org or from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:
 - A. The envelope is not properly marked in a manner that clearly identifies it as a bid.
 - B. It is received after the advertised closing date and time for receipt of bids.

- C. It is submitted on a bid proposal form other than that provided by the City; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.
8. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the City, payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
14. **CONTRACT TERM:** This contract will be for one (1) estimated order of 1,200 tons to be delivered between **October 1, 2021 and September 30, 2022.** The City must obtain prices early in order to prepare for the upcoming fiscal year budget.

15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, ET. Seq. (1973).
16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
17. Bids received after the closing time will be returned unopened.
18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or another designated site.
19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept price increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

DECREASES: If a vendor does take advantage of this "price revision clause", the City will expect any decreases in cost from the bidder's source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

SPECIFICATIONS
LM #04-22
LIMESTONE

1. Limestone shall be crushed and shall consist of durable particles of stone mixed with approved binding material. The processed limestone, when properly slaked and tested by standard Texas Highway Department Laboratory methods, shall meet the following requirements of the Texas Highway Department, 1982 Standard Specifications for Construction of Highways, Streets and Bridges, Item 248: Type A, Grade 1 (Triaxle Class 1) minimum compressive strength, PSI: 45 at 0 PSI lateral pressure and 175 at 15 PSI lateral pressure.

Retained on 1 3/4" Sieve -----	0%
Retained on 7/8" Sieve-----	10% - 35%
Retained on 3/8" Sieve-----	30% - 50%
Retained on No. 4 Sieve -----	45% - 65%
Retained on No. 40 Sieve -----	70% - 80%

Material passing the No. 40 Sieve shall be known as "Soil Binder" and shall meet the following requirements when prepared in accordance with Test Method TEX-101-E Procedure:

The liquid limit shall not exceed 35%
The plasticity index shall not exceed 10%

The material shall have a wet ball mill value not exceeding 40 when tested in accordance with the Texas; Highway Department Standard Laboratory Test TEX-116-E. The increase in soil binder shall not exceed 20%

2. The quality of material purchased is critical to the City of La Marque and therefore the supplier will be expected to have Southwestern Laboratories in Texas City to test conformance with the above specifications at the supplier's expense. This test will be required with every 500 tons purchased.
3. The City of La Marque generally will order a minimum of 500 tons at a time.
4. The price quoted shall include delivery to the City of La Marque Field Office at 1500 Municipal Drive, La Marque, Texas 77568 or any job site within the City limits of La Marque.

**PROPOSAL
LM #04-22
LIMESTONE**

The quantities listed below are estimates based on prior year's usage and are for acquainting the bidder with probable quantity to be expected. These estimates are not intended to set forth minimum or maximum quantities for this contract. The vendor shall furnish quantities to the City as needed.

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
1,200 Tons	Limestone flexible base material as per specifications	\$33.40	40,080
	TOTAL COST		\$ 40,080

F.O.B. will be to the City of La Marque Field Office located at 1500 Municipal Drive, La Marque, Texas 77568 or any other designated city location.

SIGNATURE PAGE
LM #04-22
LIMESTONE

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total amount of Bid: \$ _____

Vulcan Construction Materials, LLC

Company Name

Julia Farrar

Signature

Julia Farrar, Sales Analyst

Printed Name & Title

PO Box 791550

Address

San Antonio, TX 78279

City, State & Zip

(210) 965-0419

Phone

Farrarj@tmcmail.com

E-Mail

7/19/21

Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____



**LM #04-22
LIMESTONE
BID TAB**

BIDDER: Vulcan Materials

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
1,200 Tons	Limestone flexible base material as per specifications	\$ 33.40 per ton	\$ 40,080.00
	TOTAL COST	\$	\$ 40,080.00

BIDDER: N/A

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
1,200 Tons	Limestone flexible base material as per specifications	\$	\$
	TOTAL COST	\$	\$

BIDDER: N/A

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
1,200 Tons	Limestone flexible base material as per specifications	\$	\$
	TOTAL COST	\$	\$



CITY COUNCIL AGENDA FORM

Meeting Date: August 9, 2021

Agenda item: 6c

Prepared by: Amanda Hobby

Reviewed by: _____

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion relating to award of LM Bid #05-22 to Evoqua Water Technologies for odor & corrosion control in the amount of \$80,000.00



ATTACHMENTS FOR REFERENCE

1. LM 2022 Legal Notice - All LM's- Newspaper
2. LM 05-22 Invitation to Bid (Evoqua Water Technologies Bid Proposal)
3. LM 05-22 Bid Tab

STAFF BRIEFING:

- Staff recommends awarding the bid submitted to Evoqua Water Technologies as the lowest qualified bidder meeting all specifications.
- Odor and corrosion control helps maintain odor coming from sewer as well as protects and lengthens the life of the sewer pipes.
- All bids are based on the estimated quantities supplied by the City of La Marque.
- The bid was placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- One (1) qualified bid was received.
- Please see enclosed bid tabulation for bid results.

HISTORY: Council has awarded the bid for odor and corrosion to Evoqua Water Technologies since 2014 due to lowest bid received as well as outstanding services

TARGET IMPLEMENTATION: October 1, 2021

SIGNIFICANT ACTION DATES:

09.09.2021 - Council to consider awarding bid to Evoqua Water Technologies

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	\$ 80,000.00
Actual Bid	\$ 187,200.00
Estimated Expenditure	\$ 80,000.00
Acct. Name(s)	Operating Supplies
Line Items #	02 2010 24 00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Recommend motion to award Bid LM #05-22 to Evoqua Water Technologies for odor and corrosion control in the amount of \$80,000.00

FISCAL IMPACT: Annual reoccurring cost

CITY OF LA MARQUE
INVITATION TO BID
LM - 2022 BIDS

Notice is hereby given that the City of La Marque will receive bids in **DUPLICATE** for the following:

LM 01-22	Chlorine, Calcium Sulfur
LM 02-22	Fuel
LM 03-22	Cold Mix Cold Lay (CMCL) Asphalt
LM 04-22	Limestone
LM 05-22	Odor & Corrosion Control
LM 06-22	Sludge Management
LM 07-22	Water & Sewer Supplies

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, July 21, 2021 at 10:00 a.m. at which time all bids will be opened and publicly read.

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesaid time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at: www.cityoflamarque.org

Any Questions on: LM #01-22 through LM #07-22, please contact Venisha Henderson at: v.henderson@cityoflamarque.org or 409-938-9282.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

PROPOSAL
LM #05-22
ODOR AND CORROSION CONTROL
WASTEWATER TREATMENT PLANT

Estimated Quantity	Amount per Gallon Aqueous Solution of Ferrous and Ferric Sulfate	*Total Price
90,000 Gallons	\$2.08	\$ 187,200.00
Mobilization of Equipment	\$ Included	\$ Included
De-Mobilization of Equipment	\$ Included	\$ Included

*Price should include any shipping and/or delivery fees.

**Deliveries may be split between two different site locations.

SIGNATURE PAGE
LM #05-22
ODOR AND CORROSION CONTROL
WASTEWATER TREATMENT PLANT

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid \$ 187,200.00

Evoqua Water Technologies LLC

Company Name

Signature

Jennifer R. Miller, V.P. G.M.

Printed Name & Title

2650 Tallevast Road

Address

Sarasota, FL 34243

City, State and Zip

941-359-7930

Phone

941-359-7985

Fax

7/16/21

Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____

**FULL SERVICE ODOR AND CORROSION CONTROL
REFERENCE LIST – State of Texas**

Julio Oviedo – WW Collection Manager (15 Yrs.)
McAllen Public Utilities
Water Division
4100 Idela
McAllen, Texas 78505
Phone: 956-681-1750
Email: ohinojosa@mcallen.net

Scott Hoelzle, PE (15 Years)
North Texas Municipal Water District
505 E. Brown Street
P.O. Box 2400
Wylie, Texas 75098
Phone: 469-626-4335
Email: shoelzle@ntmwd.com

Soo Koon Soon, PE (+8 Yrs.)
City of Austin
Austin Water, Collection System Engineering Division
2600 Webberville Road
Austin, TX 78702
Phone: 512-972-2056/2045
Email: sookoon.soon@austintexas.gov

Kevin C. Mattingly – Public Works Superintendent (13 Yrs.)
Town of Little Elm
PO Box 129
100 West Eldorado Pkwy
Little Elm, TX 75068-0129
Phone: 972-294-3855
Fax: 214-618-9787
Email: kmattingly@littleelm.org

Lance Jones - Facilities Superintendent (14 Yrs.)
City of Frisco
11300 Research Road
Frisco Texas 75034
Phone: (972) 292-5823
Email: LJones@friscotexas.gov



EVOQUA SERVICE TEAM:

Perry Hare
Service Technician

Jeff Mitchell
Service Manager

Alex Rodriguez
Chemical Engineer

Fitz Moles
Sales Representative & Chemical Engineer



evoQUA
WATER TECHNOLOGIES

ODOPHOS® PLUS SOLUTION

IRON SALT SOLUTION FOR ODOR AND CORROSION CONTROL

ODOPHOS® Plus solution is a blend of ferrous and ferric sulfate developed specifically as a superior product for hydrogen sulfide removal in municipal and industrial wastewater treatment applications.

ODOPHOS Plus iron salt solution has been documented to provide hydrogen sulfide control via two mechanisms; oxidation, and precipitation of dissolved hydrogen sulfide. Due to the "double duty" action of this blend of ferrous and ferric iron, ODOPHOS Plus solution maximizes sulfide removal capacity per pound of iron supplied. This results in fewer gallons used per application, which in turn reduces truck traffic and freight costs while increasing days of storage capacity at existing iron feed sites.

TYPICAL PHYSICAL PROPERTIES

Specific gravity	1.37-1.44
Crystallization Point	<45°F (<7°C)
pH	<0.5 - 1.5
Color	reddish brown
Total Iron	10-10.5% (1.1-1.2 lb/gal)
Soluble Ferrous Iron	3.0-3.8%
Soluble Ferric Iron	6.2-7.5%
Insolubles	<0.5%
Free Acid as H ₂ SO ₄	<1%

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis.

Typical Applications

- Lift stations/wetwells
- Gravity mains
- Force mains/Pressure mains
- Wastewater treatment plants
- Solids processing
- Ponds to lagoons

Typical Feed Requirements

ODOPHOS® Plus solution can be added directly to the collection system creating the odors and is generally applied using standard designed feed systems. Dose rates will vary with the application.

Typically application rates 1.1 gallons of ODOPHOS Plus-solution per pound of sulfide.

For additional treatment information, including hydrogen sulfide testing and dosage specific to your application, please contact your Evoqua Water Technologies representative.

Chemical Storage and Feed Packages

Evoqua Water Technologies offers chemical storage and feed packages tailored to the odor control program. These systems can range from simple, single pump configurations to fully automated, dose-to-demand systems utilizing our VersaDose® controller. Advanced control may provide cost savings in dosage and improved performance.

Storage and Handling

ODOPHOS Plus solution is an irritant. Do not get in eyes, or on skin, or clothing. Do not taste or swallow. Do not handle with bare hands. Use only thoroughly clean, dry utensils when handling. Avoid breathing fumes.

Can be stored outdoors in ambient conditions. Follow all local, state and federal regulations for storage. Do not dump on the ground or release into any body of water. All disposal methods must be in compliance with all Federal, State, Local and Provincial laws, and regulations. Regulations may vary in different locations.

Suitable handling materials include fiberglass, plastics (e.g., HDXLPE, PVC, PE, PP) rubber and 316 stainless steel.

See Safety Data Sheet for additional safety and handling information.

Packaging

ODOPHOS Plus solution is normally shipped in 4,000 gallon bulk tanker loads. Mini bulk deliveries (<2,000 gallons) are available in many parts of the country. For further information, please contact your Evoqua Water Technologies representative. For reorders and customer service, call 1.800.345.3982.



2650 Tallevast Road, Sarasota, FL 34243

+1 (800) 345-3982 (toll-free)

+1 (941) 355-2971 (toll)

www.evoqua.com

ODOPHOS and VersaDose are trademarks of Evoqua, its subsidiaries or affiliates, in some counties.

All information presented herein is believed reliable and in accordance with accepted engineering practices. Evoqua makes no warranties as to the completeness of this information. Users are responsible for evaluating individual product suitability for specific applications. Evoqua assumes no liability whatsoever for any special, indirect or consequential damages arising from the sale, resale or misuse of its products.

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Subject to change without notice

MS-ODOPHOS-PLUS-DS-0717

SAFETY DATA SHEET

SECTION 1: IDENTIFICATION

PRODUCT TYPE:	Water Treatment Chemical		
PRODUCT NAME:	Odophos® Plus		
COMPANY ID:	Evoqua Water Technologies LLC 210 Sixth Avenue Suite 3300, Pittsburgh, PA 15222		
TELEPHONE NUMBER:	INFORMATION:	CORPORATE	866.926.8420
	MEDICAL EMERGENCY:	CHEMTREC	800.424.9300
	TRANSPORTATION EMERGENCY:	CHEMTREC	800.424.9300
DATE PREPARED:	25 July 2019	REVISION: 3	

SECTION 2: HAZARD(S) IDENTIFICATION

PICTOGRAM	SIGNAL WORD	HAZARD STATEMENT
	DANGER	H290: May be corrosive to metals H302: Harmful if swallowed H318: Causes severe skin burns and eye damage H335: May cause respiratory irritation
Classification: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).		Acute Toxicity – Oral Category 4 Serious eye damage/eye irritation Category 1

PRECAUTIONARY STATEMENT(S)

PREVENTION	P264: Wash.....thoroughly after handling. P270: Do not eat, drink or smoke when using this product. P280: Wear protective gloves/protective clothing. P261: Avoid breathing dust/fume/gas/mist/vapors/spray. P271: Use only outdoors or in a well-ventilated area.
RESPONSE	P301+P312: IF SWALLOWED: Call a POISON CENTER/doctor/....if you feel unwell. P330: Rinse Mouth. P302+P352: IF ON SKIN: Wash with plenty of water. P332+P313: If skin irritation occurs: Get medical advice/attention. P362+P364: Take off contaminated clothing and wash it before reuse. P305+P351+P338: IF IN EYES: Rinse cautiously with water for 15 - 20 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. P337+P313: If eye irritation persists: Get medical advice/attention. P304+P340: Remove person to fresh air and keep comfortable for breathing. P312: Call a POISON CENTER/doctor/....if you feel unwell.
STORAGE	P402: Store in a dry place. P403+P233: Store in a well-ventilated place. Keep container tightly

SAFETY DATA SHEET

	closed. P404: Store in a closed container. P405: Store locked up.
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OTHER HAZARDS

Pre-existing skin or eye disorders may be aggravated. Persons with impaired liver, kidney, or respiratory function may be more susceptible to the effects of this product.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

PERCENT BY WEIGHT	COMMON NAME (Ingredient / Component)	CAS NO.	IMPURITIES
17 – 42	Ferric Sulfate	10028-22-5	none
2 – 12	Ferrous Sulfate	7720-78-7	none
< 0.20	Sulfuric Acid	7664-93-9	none
Balance	Water	7732-18-5	none

SECTION 4: FIRST-AID MEASURES

NECESSARY FIRST AID INSTRUCTIONS

INHALATION FIRST AID	Remove affected person from area to fresh air. Give artificial respiration ONLY if breathing has stopped. Obtain immediate medical attention for any breathing difficulty.
SKIN CONTACT FIRST AID	Immediately remove clothing from affected area and wash skin for 15 min with soap and flowing water. Clothing should be discarded or washed before reuse. Obtain medical attention if irritation persists
EYE CONTACT FIRST AID	Immediately irrigate eyes with flowing water continuously for 15 min while holding eyes open. Contacts should be removed before or during flushing. OBTAIN MEDICAL ATTENTION IMMEDIATELY.
INGESTION FIRST AID:	If victim is alert and not convulsing rinse mouth with water and give large amounts of water or milk to drink to reduce concentration and neutralize the material. DO NOT induce vomiting. If spontaneous vomiting occurs, have affected person lean forward with head down to avoid breathing in of vomitus. Rinse mouth again and give more water or milk to drink. OBTAIN MEDICAL ATTENTION IMMEDIATELY.

DESCRIPTION OF MOST IMPORTANT SYMPTOMS

Chronic exposure may cause liver effects. Prolonged exposure of the eyes may cause discoloration. Repeated high exposure could cause elevated levels of iron to build up in the body. Symptoms of upset stomach, nausea, constipation, and black stools may occur.

RECOMMENDATIONS FOR IMMEDIATE MEDICAL CARE

Treat symptomatically.

SECTION 5: FIRE-FIGHTING MEASURES

SUITABLE EXTINGUISHING MEDIA	This material is not combustible. Use extinguishing media appropriate for the surrounding fire.
UNSUITABLE EXTINGUISHING MEDIA	None
SPECIFIC HAZARDS	Not considered a fire/explosion hazard although explosive hydrogen gas can be generated if this material is exposed to metals. At high temperatures, decomposition evolves toxic oxides of sulfur fumes.
PERSONAL PROTECTIVE EQUIPMENT	In the event of fire, wear full protective clothing and NIOSH approved self-contained breathing apparatus with full face piece, operated in positive pressure mode.

SAFETY DATA SHEET

SECTION 6: ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES

PERSONAL PRECAUTIONS	Restrict access to area until completion of clean up. Wear adequate personal protective equipment. Stop leak if possible without personal risk.
ENVIRONMENTAL PRECAUTIONS	DO NOT DUMP ON THE GROUND OR INTO ANY BODY OF WATER.
CONTAINMENT AND CLEAN-UP	Dike area of spill if possible. Absorb spill with clay or vermiculite. Neutralize with lime or soda ash. Provide adequate ventilation if soda ash is used for neutralization as large quantities of carbon dioxide gas will be evolved. Shovel or sweep absorbed material and residues into approved waste containers. Material that cannot be used, or reprocessed for use, should be disposed of in accordance with all applicable regulations.
OTHER INFORMATION	All disposal methods must be in compliance with all Federal, State, Local and Provincial laws, and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator.

SECTION 7: HANDLING AND STORAGE

PRECAUTIONS FOR SAFE HANDLING	Wash thoroughly after handling. Do not get in eyes or on skin or clothing. Do not breathe mists. Wear all recommended Personal Protective Equipment.
CONDITIONS FOR SAFE STORAGE	Product is corrosive to cast iron, cast bronze, copper and its alloys, and galvanized steel. Also corrosive to aluminum and concrete. It may be safely stored in fiberglass, plastics, rubber, or type 316 or better grades of steel.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS	Adequate general and mechanical exhaust ventilation.		
RESPIRATORY PROTECTION	A respirator is not required under normal conditions of use. However, if use conditions generate mists, wear a respirator with acid gas cartridges. Alternatively, SCBA apparatus or supplied air respirator may be worn.		
SKIN PROTECTION	Wear impervious protective clothing, including boots, gloves, lab coat, apron, or coveralls as appropriate to prevent skin contact.		
EYE/FACE PROTECTION	Wear splash resistant chemical goggles and a full face shield if splashing is possible. Maintain eye wash fountain and quick-drench facilities in work area.		
EXPOSURE LIMITS/GUIDELINES	Exposure limits have not been established for this product. However, for some ingredients:		
	OSHA PEL mg/m ³	OSHA STEL mg/m ³	ACGIH TLV 8 HR mg/m ³
Ferric Sulfate	NA	NA	1
Ferrous Sulfate	NA	NA	1
Sulfuric Acid	1	3	1

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

COLOR	Dark reddish-brown liquid	MOLECULAR WEIGHT	NA
ODOR	mild odor	ODOR THRESHOLD	None
pH VALUE	0.5 – 2.0	VAPOR PRESSURE	NA
MELTING POINT	NA	VAPOR DENSITY	Liquid
FREEZING POINT	< 32°F	SPECIFIC GRAVITY	1.3 – 1.5
INITIAL BOILING POINT	> 220°F	SOLUBILITY	Complete

SAFETY DATA SHEET

FLASHPOINT	NA	PARTITION COEFFICIENT	NA
EVAPORATION RATE	NA	AUTO IGNITION TEMP.	None
FLAMMABILITY	NA	DECOMP. TEMP.	NA
UEL	NA	VISCOSITY	NA
LEL	NA	VOLATILE PERCENTAGE	NA

SECTION 10: STABILITY AND REACTIVITY

REACTIVITY	NA
CHEMICAL STABILITY	Stable
POSSIBILITY OF HAZARDOUS REACTIONS	This material is corrosive to cast iron, cast bronze, brass 304SS, Hastelloy B, copper and its alloys, aluminum, galvanized steel, and concrete.
CONDITIONS TO AVOID	Open flames; avoid forming product mists, contact with incompatible materials.
HAZAROUS DECOMPOSITION PRODUCTS	Does not decompose under normal use conditions. When heated to decomposition, toxic oxides of sulfur fumes, iron fumes, and acid fumes are produced.

SECTION 11: TOXICOLOGICAL INFORMATION

INHALATION	ACUTE	Product mists are irritating to mucous membranes, respiratory tract, and lung tissues. Altered respiratory rate may occur.
	CHRONIC	Chronic exposure may cause liver effects.
SKIN	ACUTE	Brief contact may irritate the skin. Prolonged contact will irritate the skin and may cause dermatitis and burns
	CHRONIC	Repeated dosage may cause hemosiderosis with possible damage to the liver and pancreas.
EYE	ACUTE	Very irritating and corrosive to the eyes. May cause severe irritation or burns to the mucous membranes lining the inner surfaces of the eyelids. Prolonged exposure of the eyes may cause discoloration.
INGESTION	40	Low toxicity in small quantities, but larger doses may cause burns to the digestive tract, stomach irritation, nausea, vomiting, diarrhea, and black stools. Pink urine discoloration is a strong indicator of iron poisoning. Liver damage, coma, and death have been reported from iron poisoning.
	CHRONIC	Chronic exposure may cause liver effects. Repeated high exposure could cause elevated levels of iron to build up in the body. Symptoms of upset stomach, nausea, constipation, and black stools may occur.
LD50	Ferric Sulfate: 500 mg/kg, oral (rat)/ ferrous sulfate: 310 mg/kg (rat)	
LC50	Not applicable	
ACUTE TOXICITY ESTIMATE	NA	
CARCINOGENICITY/MUTAGENICITY	Not listed as a carcinogen by NTP, IARC, OSHA, ACGIH, or NIOSH.	
REPRODUCTIVE EFFECTS	No reproductive or neurotoxic effects are known	
NEUROTOXICITY	There are no known neurotoxic effects	
OTHER EFFECTS	There are no other known toxic effects.	
TARGET ORGANS	Eyes, skin, respiratory tract, and liver.	

SECTION 12: ECOLOGICAL INFORMATION

No ecological effects of this product are known. Store and handle product safely to prevent release to the environment.

SAFETY DATA SHEET

SECTION 13: DISPOSAL CONSIDERATIONS

SPILL/LEAK PROCEDURES	Restrict access to area until completion of clean up. Wear adequate personal protective equipment. Stop leak if possible without personal risk.
CLEANUP	Dike area of spill if possible. Absorb spill with clay or vermiculite. Neutralize with lime or soda ash. Provide adequate ventilation if soda ash is used for neutralization as large quantities of carbon dioxide gas will be evolved. Shovel or sweep absorbed material and residues into approved waste containers. Material that cannot be used, or reprocessed for use, should be disposed of in accordance with all applicable regulations.
REGULATORY REQUIREMENTS	Generators of waste material are required to evaluate all waste for compliance with RCRA and any local disposal procedures and regulations. NOTE: State and local regulations may be more stringent than federal regulations.
DISPOSAL	Material that cannot be used, or reprocessed for use, and empty containers should be disposed of in accordance with all applicable regulations. Product containers should be thoroughly emptied before disposal.

SECTION 14: TRANSPORT INFORMATION

LAND – DOT	UN/NA IDENTIFICATION NUMBER:	3264
	UN-PROPER SHIPPING NAME:	10
	TRANSPORT HAZARD CLASS:	8
	PACKING GROUP:	II
	MARINE POLLUTANT:	Not Applicable to unused finished product
	HAZARD CLASS:	8
WATER – IMO/IMDG	UN/NA IDENTIFICATION NUMBER:	3264
	UN-PROPER SHIPPING NAME:	Corrosive Liquid, Acidic, Inorganic, N.O.S., (ferric sulfate solution)
	TRANSPORT HAZARD CLASS:	8
	PACKING GROUP:	II
	MARINE POLLUTANT:	Not Applicable to unused finished product
AIR – ICAO/IATA <i>For product quantities less than 0.5 Kg</i>	UN/NA IDENTIFICATION NUMBER:	3264
	UN-PROPER SHIPPING NAME:	Corrosive Liquid, Acidic, Inorganic, N.O.S., (ferric sulfate solution)
	TRANSPORT HAZARD CLASS:	8
	PACKING GROUP:	II
	MARINE POLLUTANT:	Not Applicable to unused finished product

SECTION 15: REGULATORY INFORMATION

OSHA	Hazard Communication Standard: Corrosive
OSHA	Process Safety Standard: No
CAA	Section 112r: No
CERCLA	Section 103: Yes RQ: 1000 lbs. (45.5 kg)
SARA	Section 302: No; SARA Section 304: No; SARA Section 313: No
SARA HAZARD CATEGORIES 311/312	Immediate (acute) health hazard.
TSCA	The ingredients of this product are on the TSCA Inventory List.
California Prop 65	No

SECTION 16: OTHER INFORMATION

DISCLAIMER:	The information contained herein is based on data considered accurate. However, no warranty is expressed or implied regarding the accuracy of these data or the results to be obtained from the user thereof. It is the buyer's
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SAFETY DATA SHEET

	responsibility to ensure that its activities comply with federal, state, provincial and local laws.
REVISION INDICATOR:	Revision 3: updated 25 July 2019

**CITY OF LA MARQUE
INVITATION TO BID
LM #05-22**

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until at 10:00 a.m. Wednesday, July 21, 2021 for:

**“ODOR AND CORROSION CONTROL
WASTEWATER TREATMENT PLANT”**

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, July 21, 2021 at 10:00 a.m. at which time all bids will be opened and publicly read.

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesated time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at: www.cityoflamarque.org

Any Questions on: LM #05-22 please contact Venisha Henderson at: v.henderson@cityoflamarque.org or 409-938-9282.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

TERMS AND CONDITIONS
LM #05-22
ODOR AND CORROSION CONTROL
WASTEWATER TREATMENT PLANT

1. Specifications and bidding documents may be secured from the Public Works Facility, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or by contacting Venisha Henderson at 409-938-9280 or v.henderson@cityoflamarque.org or from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:
 - A. The envelope is not properly marked in a manner that clearly identifies it as a bid.

- B. It is received after the advertised closing date and time for receipt of bids.
 - C. It is submitted on a bid proposal form other than that provided by the City; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.
8. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the City, payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**; it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning **October 1, 2021**. The City must obtain prices early in order to prepare for the upcoming fiscal year budget. After the initial 12-month term, the agreement may be renewed on a monthly basis and may be negotiated for an additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement. The Contractor must supply the City with all dates and information supporting all price changes to the City Council for approval. Either

party may terminate agreement within 30 days' notice in writing to the other party.

15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, ET. Seq. (1973).
16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
17. Bids received after the closing time will be returned unopened.
18. All shipping and delivery charges to be paid by supplier and delivered to the City's Lift Stations listed as follows: 1764 L.S. Mark 45 - 6090 FM 1764, Volney L.S. - 1111 Volney and 6th St. L.S. - 2500 6th Avenue.
19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept price increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

DECREASES: If a vendor does take advantage of this "price revision clause", the City will expect any decreases in cost from the bidder's source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

PART 1 - GENERAL

SCOPE

- A. The contractor (bidder) will provide a turnkey comprehensive odor control system and corrosion control program including all storage and feed equipment, chemicals, operation, monitoring, and maintenance necessary to achieve the odor control goals of the City of La Marque. Work under this section includes complete chemical feed systems for the control of hydrogen sulfide. The systems shall consist of a feed system composed of chemical feed pumps, feed controls, liquid storage tanks, all piping and appurtenances required to feed Aqueous Solution of Ferrous and Ferric Sulfate into the wastewater system. All materials shall be provided in accordance with these specifications. The equipment to provide odor and corrosion control will be provided at the expense of the successful bidder who shall maintain ownership, operation, and maintenance of said equipment as describe here in.
- B. All components of the system shall be compatible with the conditions and chemicals to which they are subjected to during the normal operation of the system. Compounds with which the materials must be compatible include, but are not limited to:
 - 1. Hydrogen Sulfide
 - 2. Aqueous Solution of Ferrous and Ferric Sulfate or approved equal solution.

PROCESS DESCRIPTION

The system shall provide for bulk storage and metering of the bulk storage tank to the wastewater collection system. The system shall contain controls as necessary to facilitate variation in feed rates over a 24-hr period. A calibration cylinder shall be permanently installed to facilitate calibration of feed pumps.

The material shall remove hydrogen sulfide from the liquid stream via chemical precipitation. The material shall provide a source of ferrous iron, which will cause the sulfide to precipitate as ferrous sulfide, thus preventing it from being liberated into the gaseous phase. By treating hydrogen sulfide in the wastewater stream, the process shall prevent the release of hydrogen sulfide into the air, reducing odors and corrosion.

This system shall be capable of removing the hydrogen sulfide in solution to a level of less than 0.5 ppm.

PART 2 - PRODUCTS

CHEMICAL PRODUCT INFORMATION

- A. The material supplied shall be an aqueous solution of ferrous and ferric sulfate containing a minimum of 1.1 pounds of iron per gallon.
- B. The material shall be capable of reducing the dissolved hydrogen sulfide concentration in wastewater to less than 0.5 mg/L.
- C. The material shall be free of any objectionable odor-producing compounds

CHEMICAL STORAGE TANK - SPECIFICATIONS

CHEMICAL FEED CONTROLS

- A. General. The operation of the Chemical Feed System shall be controlled from a Control Panel. All equipment control switches, pilot lights, controllers, etc. and the chemical feed pumps shall be housed in this panel. The control system shall be UL Approved and shall bear the UL Listed Enclosed Industrial Control Panel Label.
- B. Enclosure. The control panel enclosure shall be constructed of 316 stainless steel and shall be rated NEMA 3R. It shall be equipped with a door with a continuous hinge. The hinged door shall have two latches and shall be capable of locking via a padlock. The enclosure shall be mounted on the control stand, which shall contain the calibration stand.
- C. Components. The Control Box Shall Contain the following:
 - 2- 24 Hour Time Clocks
 - 1- 15 Amp Circuit Breaker, 115 volts
 - 1- Ground Fault Receptacle
 - 5- On/Off Switches with LED Indicator Lights
 - 2- Chemical Feed Pumps
 - 1- Cooling Fan
 - 2- Dry Contact to Receive Signal from Remote Source
- D. Controls Layout. All manually operated controls (control switches, pilot lights, etc.) shall be located on a panel behind the enclosure door. The panel shall be outfitted with a main power disconnect located in the Control Stand.
- E. Standards. All control system design, fabrication, and wiring shall conform to the standards of Underwriter's Laboratories, National Electrical Code, and any other applicable federal, state, or local codes.
- F. System Operation. Chemical Feed Pumps. The bellows pump shall be controlled by a three-position HAND/OFF/AUTO switch. When in the

AUTO position the pump shall be controlled by a timer. The timer shall turn the pump on and off based upon preset time intervals. When in the HAND position the pump shall run, regardless of the preset time interval. Either one or both chemical feed pumps may turn on or off at preset speeds and preset times.

- G. Control Stand. Pump control box shall be mounted on a 316-stainless steel pedestal.
1. Calibration Cylinder. The stand shall be used to house a calibration cylinder used to measure the chemical being injected into the system. A 3-way valve shall be located at the top and bottom of the calibration tube to facilitate flow measurement. Access inside this pedestal shall be accomplished through a door located on the front of the pedestal. Instructions for use of this cylinder shall be permanently affixed to the interior of the enclosure.
 2. Disconnect Switch. A main power disconnect shall be located in the control stand.
- H. All chemical feed tanks may range in size from 4000 gallons up to 6500 gallons. Tank sizes are dependent on feed rates and site constraints to help cut down on amount of residential deliveries.

CHEMICAL FEED PUMPS

1. **GENERAL.** Provide Siemens Industry, Inc. or approved equal Bellows Pump(s) as shown on the following table. Each pump shall include motor, base, sealed bearings, flexible coupling and check valve filters.

Quantity	Model No.	Adjustable Flow Rate Range (mL/min)	Max Discharge Pressure (psi)
2	15907-002	12-120	40

2. **PERFORMANCE.** Pump rates and maximum discharge pressures shall be in accordance with the table above.
- a. The pumps shall be self-priming capable of suction lifts, when dry, up to seven (7) feet, and with bellows full, they will prime up to twenty (20) feet.
 - b. Flow rate of each pump shall be adjustable by (a) diameter of bellows, and (b) adjustment of stroke length. A calibration cylinder and valves will be installed to calibrate pump feed rates.
 - c. Pump suction and discharge shall be 3/8" ID polypropylene barbed connection for "T" tubing. A 1-1/2" wye strainer will be installed.

3. CONSTRUCTION.

<u>Material Reference</u>	<u>Material</u>
Bellows	Polypropylene
Poppet valves	EPT®
O-rings	EPT®
Springs	Hastelloy C

4. **MOTORS.** Motor shall be totally enclosed 115 volts, 60 Hz, 0.034 HP, single-phase and shall be rated for continuous duty.

PIPING & APPURTENANCES

- A. All discharge piping shall be standard ½", Polyethylene Tubing. All secondary piping shall be 2", Schedule 40 PVC. All valves, fittings, and connectors shall be Schedule 80 PVC.
- B. All suction piping shall be standard ½", Schedule 80 PVC. All valves, fittings, and connectors shall be Schedule 80 PVC.
- C. All fill line piping shall be 2" Schedule 80 PVC. All secondary piping shall be 4" Schedule 40 PVC. All fill line valves, fittings, and connectors shall be Schedule 80 PVC.
- D. Fill line shall have a 2" stainless steel male camlock with a 2" plastic female camlock cap.
- E. All chemical feed seals shall be compatible with the chemicals to be used in the regular operation, maintenance, and cleaning of the feed system.
- F. All fittings shall be solvent-welded or threaded.
- E. Contractor must install chemical feed discharge lines so that the product is injecting directly into the waste streams and not onto structures or equipment

PART 3 - EXECUTION

SITE AND UTILITIES

The feed system, tanks, and other appurtenances shall be located on a foundation, or approved equal. The following utilities shall be provided at the feed system site and located as shown on the drawing.

- A. Electrical. One 120 VAC, 60 Hz, 15-amp single-phase electrical service shall be required.
- B. Drain. A minimum 2-inch PVC gravity pad drain to sewer is recommended.

INSTALLATION

The system shall be installed in accordance with the manufacturer's instructions. All installation personnel shall be trained and qualified in the areas of plumbing, electrical work, and instrumentation as required to complete the installation.

PART 4 - SERVICE

SCHEDULED SERVICES AND SITE VISITS REQUIRED

1. Site visits to each odor control feed system and control point will be made quarterly to maintain acceptable operation and to meet the odor control goals established by (Customer name). This frequency is no less than once per quarter.
2. At each visit, the following task will be performed at a minimum:
 - a. Measure and record dissolved sulfides, H_2S , pH, and temperature as appropriate at each control point for liquid phase odor control systems. Adjust dosing profile as necessary to meet performance objectives.
 - b. Check operation and calibration of dosing equipment at each feed system.
 - c. Calibrate/troubleshoot/repair chemical feed systems as necessary.
2. Routinely perform extensive odor surveys when these services are required by (Customer name) to identify sources of excessive loadings or collection line odor problems. Have the capabilities to collect the following types of data at a minimum: grab samples of vapor phase hydrogen sulfide, mercaptans, amines, ammonia, and other odorous compounds; continuous sampling and data logging of vapor phase hydrogen sulfide; grab and continuous sampling of liquid phase dissolved sulfide, pH (Sonde Meter), temperature, and ORP (Sonde Meter). This sampling also includes routine/quarterly, 24-hour profile sampling of the force mains flowing to the WWTP for dissolved sulfide. Own and maintain the equipment to carry out these surveys including: Detection Instruments Odalog H_2S monitor/data logger, Arizona Instruments Jerome H_2S monitor, ISCO's 24-hour liquid samplers, Gastec's hand sampling (vapor) pumps as well as various pH meters (Sonde pH Meter) and other sampling equipment.
3. Capability to remotely monitor the City of La Marque odor control chemical tank levels via a website to ensure uninterrupted services on liquid phase odor control systems.
4. In addition to the tasks described above, any and all calibration, lubrications, or other maintenance shall be performed in accordance with the methods and frequency specified by the Equipment Manufacturer.

EMERGENCY/ODOR COMPLAINT RESPONSE REQUIREMENTS

1. Must be capable of providing 24-hour response to any emergency repairs needed or odor complaints.
2. Must have at a minimum, (1) one service technician residing within 40 miles of the City of La Marque. Technicians must have fully stocked trucks with parts and equipment for repairs and the services stated above. Must have a local Service Center located in Texas within 200 miles of the City of La Marque.
3. Service center must be fully equipped for manufacturing feed equipment with spare pumps, tanks, and parts for feed equipment supplied for this contract. Must have a minimum of 2 engineers on staff, 1 must be a chemical engineer.

RESPONSIBILITY OF (CUSTOMER NAME):

1. The City of La Marque will not provide equipment to assist the successful bidder in unloading the equipment for each feed location. A firm level pad will be provided by the City of La Marque for the storage tank and feed equipment. A 120 volt 20-amp electrical service will be provided for the vender to connect the chemical feed system. Should a larger electrical service be required, it will be at the expense of the contractor. The City of La Marque will pay for the electrical usage.
2. A water service will be provided at each feed location and the water bill shall be paid by the City of La Marque. On the bid tab sheet, the vender will show the total electrical and water usage projected per year for all equipment.

QUALIFICATIONS REQUIRED:

1. Contractor must have at least 10 years' experience in the manufacturing and servicing of both liquid and vapor phase technology equipment. Contractor must have at least 5 current odor control contracts, with references, for a minimum of 5 years in the state of Texas that are similar in size and magnitude, or larger than the City of La Marque proposed project.



LM #05-22
Odor and Corrosion Control
Waste Water Treatment Plant
BID TAB

Bidder: Evoqua Water Technologies

Estimated Quantity	Amount per Gallon Aqueous Solution of Ferrous and Ferric Sulfate	Total Price
90,000 Gallons	\$ 2.08	\$ 187,200.00
Mobilization of Equipment	\$ Included	\$ Included
De-Mobilization of Equipment	\$ Included	\$ Included

Bidder: N/A

Estimated Quantity	Amount per Gallon Aqueous Solution of Ferrous and Ferric Sulfate	Total Price
90,000 Gallons	\$	\$
Mobilization of Equipment	\$	\$
De-Mobilization of Equipment	\$	\$



CITY COUNCIL AGENDA FORM

Meeting Date: August 9, 2021

Agenda item: 7a

Prepared by: Suzy Kou

Reviewed by: _____

Department: Finance

AGENDA ITEM DESCRIPTION: Discussion relating to adopting Resolution No. **R-2021-0020**, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Community Development Block Grant-Disaster Recovery Program (CDBG-DR) Contract number 20-065-105-C287

☒

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Depository/Authorized Signatories Designation Form

STAFF BRIEFING:

- Contract 20-065-105-C287 is the Harvey CDBG-DR grant we were awarded for \$1,447,527 to replace storm sewer culverts, regrade roadside ditches, and install outfall ditches.

HISTORY:

TARGET IMPLEMENTATION: August 10, 2021

SIGNIFICANT ACTION DATES:

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)	n/a
Line Items #	n/a
Other Funding	

STAFF'S RECOMMENDATION: Recommend to adopt Resolution No. **R-2021-0020**, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Community Development Block Grant-Disaster Recovery Program (CDBG-DR) Contract number 20-065-105-C287

FISCAL IMPACT: N/A

RESOLUTION NO. R-2021- 0020

A RESOLUTION BY THE CITY COUNCIL OF CITY OF LA MARQUE DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY PROGRAM (CDBG-DR) CONTRACT NUMBER 20-065-105-C287

WHEREAS, the City of La Marque has received a Hurricane Harvey - Infrastructure Community Development Block Grant - Disaster Recovery program award to provide flood and drainage improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-DR Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of La Marque acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide CDBG-DR with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-DR *Depository/ Authorized Signatories Designation Form*.

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

SECTION 1: The Mayor and Interim City Manager be authorized to execute contractual documents between the Texas General Land Office and the City for the Hurricane Harvey - Infrastructure Community Development Block Grant Disaster Recovery Program.

SECTION 2: The Mayor, Interim City Manager, and Finance Director be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Hurricane Harvey - Infrastructure Community Development Block Grant Disaster Recovery Program.

PASSED, APPROVED and ADOPTED by the City Council of the City of La Marque, TEXAS ON THIS THE ____ DAY OF _____ 2021.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Robin Eldridge, TRMC

APPROVED AS TO FORM

Interim City Attorney

Effective September 2018



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Reset Form

Subrecipient: City of La Marque

Contract Number: 20-065-105-C287

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Keith Bell

Name

Chaise Cary

Name

Mayor

Title

Interim City Manager

Title

Signature

Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Name of Lending
Institution

Address

City, State, Zip Code

Fund Account Number

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Keith Bell

Name

Chaise Cary

Name

Mayor

Title

Interim City Manager

Title

Signature

Signature

Suzy Kou

Name

Finance Director

Title

Name

Title

Signature

Signature



CITY COUNCIL AGENDA FORM

Meeting Date: August 9, 2021

Agenda item: 7b

Prepared by: Amanda Hobby

Reviewed by: _____

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion relating to approval of the use of “Mac McGaffey” Highland Bayou Park for the 1st Annual Michael Williams Back to School Supply Drive to be held on August 21, 2021 as forwarded by the Parks Board with favorable recommendation

X

ATTACHMENTS FOR REFERENCE

1. Parks Board Minutes
2. Event Proposal / Flyer
3. Special Event Permit Application
4. Traffic Plan

STAFF BRIEFING:

- July 19, 2021 – Parks Board approved forwarding favorable recommendation to City Council allowing the use of “Mac McGaffey” Highland Bayou Park as well as waiving all fees for the 1st Annual Michael Williams Back to School Supply Drive to be held on August 21, 2021.
- This event is being held in the Honor of Michael Williams who lived on Taylor Street from 1996 until his death in 2020.
- He was known for his involvement in children’s outreach and was a pillar of his community.
- Michael Williams retired from the UTMB Police Force after 35 years of service.
- UTMB dedicated one of their facilities in honor of Michael William’s for his outstanding service and his community outreach.
- This event is being held by his son Jared Williams to honor and celebrate the life of his father.
- The event is actually being held on the honoree’s birthday.

HISTORY:

- N/A

TARGET IMPLEMENTATION: August 21, 2021

SIGNIFICANT ACTION DATES:

August 9, 2021 – City Council to consider for approval

Cost Details:	
Budgeted	N/A
Actual Bid	N/A
Estimated Expenditure	N/A



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 | |

Acct. Name(s)	N/A
Line Items #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Recommend to approve the use of "Mac McGaffey" Highland Bayou Park for the 1st Annual Michael Williams Back to School Supply Drive to be held on August 21, 2021 as forwarded by the Parks Board with favorable recommendation

FISCAL IMPACT: N/A



1111 Bayou
La Marque, Texas 77568
409-938-9202

**CITY OF LA MARQUE
PARKS BOARD
SPECIAL MEETING MINUTES
Of
JULY 19, 2021**

Minutes of the City of La Marque Parks Board Special Meeting held on **Thursday, July 19, 2021, beginning at 4:30 p.m.** via telephone/video conference hosted through Zoom with the following members present:

(1) CALL TO ORDER

Chairperson, Louis "Mac" McGaffey, called the meeting to order at 4:30 p.m.

(2) ROLL CALL

PRESENT:

Louis "Mac" McGaffey
Al Reida
Michael "Rock" Bock
Larry Walker
Herbert Franklin
Tonia Griffin

ABSENT:

Bo Hunter
Tamara Williams

OTHER OFFICIALS/STAFF PRESENT:

Chaise Cary, Interim City Manager
Amanda Hobby, Interim Public Works Assistant Director
Venisha Henderson, Public Works Administrative Assistant

(3) CITIZENS PARTICIPATION

None.

(4) NEW BUSINESS

- a.** Discussion/possible action regarding- Jared Williams renting Highland Bayou Park for a back to school drive on August 21, 2021.
Board Member Griffin made a motion to approve Jared Williams to rent the Highland Bayou Park for a back to school drive and recommends taking to Council to wave the rental fees for the nonprofit organization, The Culture Corporation. Board Member Bock seconded.
- b.** Discussion/possible action regarding- Corps of Engineers permit for the Shoreline at Highland Bayou Park.
Chairperson McGaffey says he received authorization from the Corps of



1111 Bayou
La Marque, Texas 77568
409-938-9202

Engineers to stabilize up to 500 feet of the shoreline at Highland Bayou Park without a permit. Chairperson McGaffey stated he made copies for Council and the Mayor to be notified of this project. Board Member Al Reid made a motion to approve getting the shoreline stabilized up to 500 feet without a permit and approval from the Corps of Engineers, City Council, and Mayor. Board Member Bock seconded.

- c. Discussion/possible action regarding- Galveston County Youth Trail Riders for a back to school drive being held on July 31, 2021- Highland Bayou Park. Chairperson McGaffey had this item back on the Agenda for the purpose of retracting the original motion that was made on July 15, 2021 at the Regular Parks Board Meeting, according to the By Laws no one can reserve the Pavilion for more than 90 days prior to the event. Board Member Walker made a motion to retract the original motion allowing the Galveston County Youth Trailriders to reserve Highland Bayou Park for the next year and approves for the Youth Trailriders to keep their reservation for July 31, 2021. Board Member Bock seconded.

(5) REQUESTS AND ANNOUNCEMENTS
None.

(6) ADJOURNMENT

It was the consensus of the Board to adjourn the meeting at 4:50 p.m.

Louis "Mac" McGaffey, Chairperson
Parks Board



**AUG
21ST**

**THE CULTURE CORPORATION
1ST ANNUAL**

BACK 2

SCHOOL

SUPPLY DRIVE & COMMUNITY EVENT

**IN HONOR OF
MICHAEL WILLIAMS**

Giving Away 500 Backpacks with Essential School Supplies

FUN FOR THE WHOLE FAMILY

Highland Bavou Park



CITY OF LA MARQUE APPLICATION FOR SPECIAL EVENT

THIS APPLICATION FOR A SPECIAL EVENT AT WHICH SOUND AMPLIFICATION WILL BE EMPLOYED IS MADE PURSUANT TO SECTION 44-14 OF THE LA MARQUE CODE OF ORDINANCES. BY AFFIXING MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ AND WILL COMPLY WITH ALL LA MARQUE CITY ORDINANCES AND STATE LAWS RELATED TO SOUND AMPLIFICATION.

NAME OF APPLICANT: The Culture Corp Jared Williams ORGANIZATION (if applicable): The Culture Corp
ADDRESS: 3025 Taylor St
CITY: La Marque State Texas ZIP: 77568 PHONE NUMBER: 281 729 7934

EVENT INFORMATION

LOCATION: Highland Bayou Park
(VENUE
AND
ADDRESS)

BEGIN DATE: Aug 21

BEGIN TIME: 1pm

END DATE: Aug 21

END TIME: 5pm

TYPE OF EVENT: School Drive
(DESCRIBE IF
NECESSARY:

IN ORDER TO INSURE COMPLIANCE WITH SECTION 44-14 OF THE LA MARQUE CODE OF ORDINANCES, THE CHIEF OF POLICE WILL BE IN CONTACT WITH THE PERSON WHO IS RESPONSIBLE FOR SOUND AMPLIFICATION EQUIPMENT AT THE EVENT. PLEASE PROVIDE THE NAME AND CONTACT INFORMATION FOR THAT PERSON BELOW.

NAME: Jared Williams BUSINESS NAME (if applicable): The Culture Corp.
ADDRESS: 3025 Taylor St
CITY: La Marque State Alabama Tx ZIP: 77568 PHONE NUMBER: 281 729 7934

Jared Williams
APPLICANT SIGNATURE

DATE OF APPLICATION: 7-30-21

OFFICE USE ONLY:

PERMIT

☐ GRANTED

☐ DENIED

CHIEF OF POLICE

DATE

NOTES:



CITY OF LA MARQUE
SPECIAL EVENT PERMIT APPLICATION
1111 BAYOU ROAD, LA MARQUE TX 77568
(409) 938-9202

All applications must be submitted no less than 90 days prior to the event.

Event Name: 1st Michael Williams Back to school drive		Date of Event: Aug. 21st	
Event Location (Address): Highland Bayou		Type of Event: ☐ Walk/Run ☒ Mass Gathering ☐ Parade ☐ Concert ☐ Other: _____	
Is this event on public property? ☒ Yes ☐ No	Estimated number of participants: 100	* Any event involving horses will be required to provide for clean-up of manure left on the City roadways/property.	
Event requires roadway closure? ☐ Yes ☒ No	Estimated number of vehicles: 100		
*Event involves horses? ☐ Yes ☒ No	Estimated number of animals: 0		
For events that require roadway closure:			
Time roadway will be closed for setup: ☐ AM ☐ PM		Will barricades be used? ☒ Yes ☐ No	
Event start time: ☐ AM ☐ PM		Name and Phone number of the person responsible for barricades:	
Event end time (right-of-way open for public access): ☐ AM ☐ PM		Jared Williams 281 729 7934	
If the event is a parade, please list the route: (All parades, trail rides, mass gatherings, etc. must be approved by the Chief of Police and some routes may require approval by the Texas Department of Transportation. Proposed routes may be altered at the discretion of the Police Department or Public Services)			
Permit Applicant Information:			
Applicant Name: Jared Williams		E-mail: theculturegc@gmail.com	
Organization Name: The Culture Corp		City, State, Zip: La Marque TX 77568	
Street Address: 3095 Taylor			
Phone #: 281 729 7934 Fax #			
Alternate Permit Applicant Information (required):			
Applicant Name:		E-mail:	
Organization Name:			
Street Address:		City, State, Zip	
Phone #: Fax #			

Will any tents be used at this event? ☒ Yes ☐ No

If tents are used, **they must first be approved by the Fire Marshal**. Attached to this application must be a copy of a certificate provided by the promoter or sponsor that the tents and tarpaulins meet the requirements for fire resistance as prescribed in the National Fire Protection Association "Standard Methods of Fire Tests for Flame-Retardant Textiles and Films No. 701" and that such fire resistance is effective for the period specified by the certificate.

Certificate attached: ☐ Yes ☐ No

Tents approved by Fire Marshal (only if tents are used): _____

Security: Prior to any permit being issued by the City of La Marque, the promoter shall provide for security for the event. The number of security officers required will be determined by the Chief of Police (or designee), with a minimum of two (2) officers.

Will alcohol be sold, served, or consumed? ☐ Yes ☒ No Number of Officers required: _____

Security Officers provided by: The Culture UTMB PD

Security Officers will be: Brandon Williams

Hours scheduled: 1pm - 5pm

Approved by Chief of Police ☐ Yes ☐ No Signature/Date _____

Sound Amplification: The City of La Marque Code of Ordinances Section 44-14 "Noises as Public Nuisances" requires a permit application to be submitted to the Chief of Police for any event utilizing sound amplification. Copy of approved permit must be attached to this application.

Permit attached: ☐ Yes ☐ No

Fire Watch/Emergency Medical Services: Prior to any permit being issued by the City of La Marque, the promotor shall make contact with the Fire Chief (or designee) to determine if the event necessitates having fire and/or emergency medical staff on property during the event. Staff determined by Fire Chief.

Fire Watch required: ☐ Yes ☐ No If Yes, number of personnel required: _____

Emergency Medical Services required: ☐ Yes ☐ No If Yes, number of personnel required: _____

Approved by Fire Chief: ☐ Yes ☐ No Signature/Date _____

Public Services: Prior to any permit being issued by the City of La Marque, the promoter shall make contact with the Director of Public Services (or designee) for approval of a traffic control plan. *Traffic control is the responsibility of the promoter and a copy of the traffic plan must accompany this application.*

Traffic Plan attached: ☒ Yes ☐ No

Approved by Director of Public Services: ☒ Yes ☐ No Signature/Date Amanda Jobby 7/30/21

Emergency Management: If the event is to be held outdoors, an emergency plan must be submitted to the Emergency Management Coordinator for approval. The EMC will determine whether a plan is necessary.

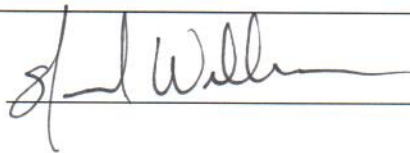
Plan needed: ☐ Yes ☐ No Acknowledged by EMC: _____

This permit includes the following provisions to which applicant agrees by signature:

1. The permit holder must provide proof of insurance as per "Exhibit A" attached. Additionally, the City of La Marque must be listed as an additional insured or an insured. Insurance required shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination by the City Manager's office for their adequacy as to form, content, form of protection, and providing company.
2. The permit holder is responsible for any damages. The permit holder is responsible for cleanup of garbage and litter generated by the event.
3. Other permits may be necessary for your event, e.g. alcohol/food sales, vendor permits, etc.

This permit is subject to the City of La Marque Code of Ordinances, the City Charter, and all rules and regulations governing street rights-of-way. The applicant agrees to indemnify and hold harmless the City of La Marque from and against all liabilities, claims, demands, judgements, losses and all lawsuits or in equity, cost and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, firm, organization, or corporation, including both parties hereto and their employees, arising from the holding of such special event. If applicable, the applicant agrees that during the use of the public area, the sponsoring organization will not exclude any person from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of race, color, national origin or disability.

Applicant's Signature: _____



Date: _____

July 30th 2021

For Staff Use Only:

Requires Council Approval: ☒ Yes ☐ No

If Approved, Date Approval Received: _____

Approved by City Manager or Designee:: _____

Date: _____

Permit Issued:

By: _____

Date: _____



CITY OF LA MARQUE

APPLICATION FOR SPECIAL EVENT

THIS APPLICATION FOR A SPECIAL EVENT AT WHICH SOUND AMPLIFICATION WILL BE EMPLOYED IS MADE PURSUANT TO SECTION 44-14 OF THE LA MARQUE CODE OF ORDINANCES. BY AFFIXING MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ AND WILL COMPLY WITH ALL LA MARQUE CITY ORDINANCES AND STATE LAWS RELATED TO SOUND AMPLIFICATION.

NAME OF APPLICANT: Jared Williams ORGANIZATION (if applicable): The Culture Corporation

ADDRESS: 3025 Taylor Street

CITY: La Marque State Texas ZIP: 77568 PHONE NUMBER: +1 (281) 729-7934

EVENT INFORMATION

LOCATION: Highland Bayou Park
(VENUE Pavilion
AND 1991 Getty Road
ADDRESS)

BEGIN DATE: 8/21/2021

BEGIN TIME: 1:00PM

END DATE: 8/21/2021

END TIME: 5:00PM

TYPE OF EVENT: 1st Annual Back to school drive and community event in honor of Michael Williams.
(DESCRIBE IF
NECESSARY:

IN ORDER TO INSURE COMPLIANCE WITH SECTION 44-14 OF THE LA MARQUE CODE OF ORDINANCES, THE CHIEF OF POLICE WILL BE IN CONTACT WITH THE PERSON WHO IS RESPONSIBLE FOR SOUND AMPLIFICATION EQUIPMENT AT THE EVENT. PLEASE PROVIDE THE NAME AND CONTACT INFORMATION FOR THAT PERSON BELOW.

NAME: Jared Williams BUSINESS NAME (if applicable): The Culture Corporation

ADDRESS: 3025 Taylor Street

CITY: La Marque State Texas ZIP: 77568 PHONE NUMBER: +1 (281) 729-7934

APPLICANT SIGNATURE _____

DATE OF APPLICATION: 7/31/2021

OFFICE USE ONLY:

PERMIT

☐ GRANTED

☐ DENIED

CHIEF OF POLICE _____

DATE _____

NOTES: _____

11:15 AM Tue Feb 11

Search for a place or address





CITY COUNCIL AGENDA FORM

Meeting Date: August 9, 2021

Agenda item: **7c**

Prepared by: Suzy Kou

Reviewed by:

Department: Finance

AGENDA ITEM DESCRIPTION: Discussion relating to authorizing the City of La Marque to issue Requests For Proposals (RFPs) for administrative services and Requests For Qualifications (RFQs) for professional services for the American Rescue Plan Act of 2021- THIS ITEM AS TABLED FROM 6.21.2021

X

ATTACHMENT FOR REFERENCES

1. Award Terms and Conditions

STAFF BRIEFING:

- City of La Marque is considered a “Non-Entitlement” city with population under 50,000
- Non-Entitlement cities will receive the funding through the State. So far, the State has not assigned a designated agency for distribution
- Allowable uses of recovery funds include:
 - o Support public health response
 - o Replace public sector revenue loss
 - o Water and sewer infrastructure
 - o Address negative economic impacts
 - o Premium pay for essential workers
 - o Broadband infrastructure
- Ineligible expenses include:
 - o Pension funds
 - o Funding debt service, legal settlements, or judgements
 - o Deposits to rainy day funds or financial reserves
 - o Net reduction in tax revenue
- City of La Marque is projected to receive \$3,776,216.02; the exact amount is not yet determined
- First half of the funding should be received 45-60 days; remainder is expected to follow a year later
- This action item is only to authorize the city to issue RFP for administrative services and RFQ for professional services once proper uses of the funds are determined by Council

HISTORY:

6.21.2021- This item was tabled at the City Council meeting

TARGET IMPLEMENTATION: Depends on Council's decision

SIGNIFICANT ACTION DATES:



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	N/A
Acct. Name(s)	
Line Item #	
Other Funding	

STAFF'S RECOMMENDATION: Recommend to authorize the City of La Marque to issue Requests For Proposals (RFPs) for administrative services and Requests For Qualifications (RFQs) for professional services for the American Rescue Plan Act of 2021 THIS ITEM WAS TABLED FROM 6.21.2021 CITY COUNCIL MEETING

FISCAL IMPACT: Estimated \$3,776,216.02

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.019
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



CITY COUNCIL AGENDA FORM

Meeting Date: August 9, 2021

Agenda item: **7d**

Prepared by: Amanda Hobby

Reviewed by:

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion relating to approving the annual purchase of surface water from Gulf Coast Water Authority in the amount of \$1,557,415.72 which includes: Bond A \$8,530.09, Bond B \$37,345.52, Bond D \$245,123.17 and Surface Water \$1,266,416.94 for a combined total of \$1,557,415.72.

X

ATTACHMENTS FOR REFERENCE

1. Amendment
2. 2021/2022 Sample Budget
3. GCWA (TMWTP) 2021/2022 Customers Summary of Cost

STAFF BRIEFING:

- Fourth Amendment was approved 2018/2019 fiscal year, recognizing the establishment of a third delivery site (take point) of purchased water from GCWA
- Current sites are at 5th & Orchid in Texas City, FM 1764 and MOTCO Trust Fund Property
- City Attorney approved
- Finance Director approved
- Annual rate decrease of -4.79% for the 2020/2021 fiscal year

HISTORY:

- June 2018 - City disconnected water utility services to MOTCO
- July 2018 - MOTCO and GCWA developed a plan for relocation of service line, which necessitated this action

TARGET IMPLEMENTATION: October 1, 2021

SIGNIFICANT ACTION DATES: August 9, 2021 (Council Meeting)

Cost Details:	
Budgeted	\$1,557,415.72
Actual Bid	\$1,557,415.72
Estimated Expenditure	\$1,557,415.72
Acct. Name(s)	Purchased Water



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 | |

Line Items #	02 6011 24 00 43 4301 00 00 43 4302 00 00 43 4303 00 00
Other Funding	

STAFF'S RECOMMENDATION: Recommend to approve annual purchase of surface water from Gulf Coast Water Authority in the amount of \$1,557,415.72 which includes: Bond A \$8,530.09, Bond B \$37,345.52, Bond D \$245,123.17 and Surface Water \$1,266,416.94 for a combined total of \$1,557,415.72

FISCAL IMPACT: Annual Expense

RESOLUTION NO. 2014-005

**FOURTH AMENDMENT
TO MAINLAND WATER PROJECT CUSTOMER CONTRACT**

This Fourth Amendment to Mainland Water Project Customer Contract (this "Amendment") between the **GULF COAST WATER AUTHORITY** (the "Authority") and **THE CITY OF LA MARQUE, TEXAS** (the "Purchaser") is entered into effective as of the 1st day of May, 2014, and amends that certain Mainland Water Project Customer Contract, dated as of August 7, 1981, as amended on September 14, 1981, June 22, 1998 and June 16, 2011 (collectively, the "Original Agreement") between the Authority and the Purchaser.

WITNESSETH:

WHEREAS, Authority previously entered into substantially similar contracts (with the amendments thereto, the "Mainland Project Contracts") with customers located on the mainland in Galveston County for the purpose of allowing the Authority to acquire, construct and operate a water treatment plant and related water supply system in order to provide potable water to certain municipalities and others in Galveston County, Texas (the "Mainland Project Customers"); and

WHEREAS, the Mainland Project Contracts provided for the financing and operation and maintenance for the system known and referred to as the "Mainland Project" or the "Mainland Division;" and

WHEREAS, certain customers (the "South Project Customers") requested, and the Authority agreed to expand and extend the Mainland Division by: (i) the construction and equipment of an expansion to the capacity of the Thomas Mackey water treatment plant and the extension of certain distribution facilities serving the South Project Customers, and (ii) various related distribution facilities serving individual South Project Customers in order to enable the Authority to produce and provide potable water to the South Project Customers in an integrated manner with the Mainland Division Customers served by the Mainland Division (the Mainland Project Customers and the South Project Customers are hereinafter referred to collectively as the "Customers"); and

WHEREAS, such expansion and extension of the Mainland Division was and is known as the "South Project" and the South Project Customers (including certain Mainland Project Customers who also needed additional water) that purchased potable water from the Mainland Thomas Mackey water treatment plant as a result of the expansions entered into contracts (with the amendments thereto, the "South Project Contracts") with the Authority that were substantially similar to the Mainland Project Contracts (the South Project Contracts and the Mainland Project Contracts, being collectively referred to herein as the "Projects Contracts"); and

WHEREAS, the potable water supplied by the Mainland Division to the Customers under the Projects Contracts is supplied by means of the Authority's Industrial Division, which supplies raw water to the Mainland Division, and under the terms of the Projects Contracts the Customers must comply with certain provisions of the Industrial Division Customer Contract (as

defined in the Projects Contracts), including an obligation to make the Industrial Division Payments (as defined in the Projects Contracts); and

WHEREAS, the Authority has identified the need to make certain capital improvements to the Texas City Reservoir and the Industrial Pump Station, which are water supply facilities in the Industrial Division, in order to facilitate the supply of raw water to the Industrial Division and the Mainland Division; and

WHEREAS, in connection with making provision for the financing of such improvements, the Authority and the Industrial Division Customers have entered or will enter into an amended and restated Industrial Division Customer Contract in order to simplify and modernize the provisions of the Industrial Division Customer Contract and provide for the equitable allocation of the costs of facilities improvements among those customers of the Industrial Division and the Mainland Division that benefit from such facilities improvements; and

WHEREAS, in order to facilitate the issuance of bonds for the financing of such improvements the Authority has provided the Customers with copies of a form of the amended and restated Industrial Division Customer Contract and wishes to obtain the consent of the Customers to the issuance of the bonds contemplated in the amended and restated Industrial Division Customer Contract and to extend the term of the Original Agreement to run concurrently with the amended and restated Industrial Division Customer Contract; and

WHEREAS, state law requires that this Amendment also incorporate provisions related to water conservation;

NOW THEREFORE, BE IT RESOLVED THAT for good and valuable consideration including the premises, the parties agree that the Original Agreement shall be amended as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meaning given in the Original Agreement. The terms defined in the Recitals to this Amendment are incorporated herein for all purposes.

ARTICLE II.

AMENDMENTS

Section 2.1. Amendment to Section 1.1 of the Original Agreement. Section 1.1 of the Original Agreement is hereby amended by amending and restating the definitions of the terms "Industrial Division" and "Industrial Division Customer Contracts," which shall read as follows:

"Industrial Division" shall mean the Industrial Pump Station and Raw Water Transmission System (as defined in the Industrial Division Customer

Contracts) and the Texas City Reservoir and Raw Water Conveyance System (as defined in the Industrial Division Customer Contracts), including the reservoir and water distribution system (and the lands and rights of way on which the same are situated) used in supplying water to industrial customers having plants in the Texas City industrial area and other physical properties acquired by Seller from Industrial Water Company, under that certain "GCWA Agreement" dated June 1, 1971, between Industrial Water Company and Galveston County Water Authority of Galveston County, Texas, together with all additions to, replacements in, and expansions and extensions of said facilities and physical properties heretofore or hereafter made or acquired by the Authority, all exclusive, however, of any physical properties which are located outside of Galveston County, Texas, or which are used exclusively for other than industrial water purposes, or which constitute Special Project Facilities (as defined in the Industrial Division Customer Contracts), or which are part of the Canal System (as defined in the Industrial Division Customer Contracts).

"Industrial Division Customer Contracts" shall mean those contracts providing for the sale of water for industrial purposes to the customers in the Industrial Division from time to time.

Section 2.2. Amendment to Section 5.3(c)(1)(A) of the Original Agreement. Section 5.3(c)(1)(A) of the Original Agreement is hereby amended and restated to read as follows:

(A) For the Water Plant, Operating Charges shall be allocated among all Customers based upon their respective Contract Quantities then in effect; provided, however, that the Board of Directors of the Authority shall adopt a revised cost allocation mechanism for Operating Charges for the Water Plant designed to incentivize water conservation prior to the adoption of its 2014-2015 budget. Upon adoption by the Board of Directors of the Authority, the parties agree that such cost allocation mechanism, as amended from time to time, shall govern the allocation of Operating Charges for the Water Plant under this Agreement.

Section 2.3. Amendment to Section 5.6 of the Original Agreement. Section 5.6 of the Original Agreement is amended to add the following language following the last sentence of the existing text of Section 5.6:

Nothing in this Section, however, shall be construed as preventing the Purchaser, in its sole discretion from making any payment due to the Authority from sources other than revenues and income of the Purchaser's water supply system. During the term of this Agreement, so long as the Authority has potable water available from the Water Plant to supply purchaser in amounts sufficient to meet Purchaser's needs, Purchaser shall not obtain potable water from a source other than the authority except (i) from facilities owned by the Purchaser or contracted for on the date hereof, (ii) from groundwater sources now or hereafter available to the Purchaser, (iii) as may otherwise be permitted by this Agreement, or (iv) with the consent of the Authority.

Section 2.4. Amendment adding Section 10.5 to the Original Agreement. The Original Agreement is hereby amended by the adding Section 10.5 to read as follows:

Section 10.5. Conservation of Water. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall reasonably maintain and operate its facilities in a manner that will promote beneficial use, and prevent unnecessary waste, of water. The Authority, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation and drought management for water supplied by the Authority to Purchaser and other customers of the Authority. Purchaser shall adopt and implement a water conservation and drought contingency plan, as required by applicable law, which may be reviewed by the Authority. If required by applicable law or regulation Purchaser agrees that, in the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or provide water services to the ultimate consumer, the requirements relative to water conservation shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation and drought contingency plan in compliance with such applicable law or regulation.

Section 2.5. Amendment to Section 12.1. Section 12.1 of the Original Agreement shall be amended and restated to read as follows:

Section 12.1. Term. This Agreement shall remain in force and effect to and including December 31, 2027, and thereafter until payments in full of the principal, premium, if any and interest on all Mainland Project Bonds and all related fees to be paid under any bond resolution or indenture securing the same.

ARTICLE III.

GENERAL

Section 3.1. Amended and Restated Industrial Division Customer Contract: Consent to the Issuance of Seller's Revenue Bonds.

(a) Purchaser recognizes that the potable water supplied by the Mainland Project to Purchaser under the Mainland Projects Contract is supplied by means of the Authority's Industrial Division, which supplies raw water to the Mainland Division. Purchaser is obligated to comply with certain provisions of the Industrial Division Customer Contract, including the absolute and unconditional obligation to make the payments specified in Article 6 of the Industrial Division Customer Contract, which are designated as Industrial Division Payments and Raw Water Charges in the Original Agreement, pursuant to Article 5 of the Original Agreement. Purchaser hereby acknowledges and agrees that it familiar with the terms and provisions of the Industrial Division Customer Contract, a current form of which is attached hereto as Exhibit A.

(b) Purchaser hereby consents to the issuance of Seller's Revenue Bonds, as such term is defined in the Industrial Division Customer Contract. Purchaser hereby agrees to furnish

the Authority with such financial information, data, projections and related information as may be reasonably required by the Authority in connection with the sale of the Seller's Revenue Bonds in order to comply with all applicable laws, rules and regulations, including the approval of Seller's Revenue Bonds by the Attorney General of the State of Texas. Following the issuance of a series of Seller's Revenue Bonds, the Authority shall furnish the Purchaser with a maturity schedule showing the annual Industrial Division Payments associated with such Seller's Revenue Bonds estimated to be required to pay the principal of and the interest on the Seller's Revenue Bonds when and as the same shall become due and payable (including any sinking fund payments to be made in respect the Seller's Revenue Bonds).

Section 3.2. Original Agreement Remains in Effect. The Original Agreement shall remain in full force and effect as amended and supplemented by this Amendment, and is hereby ratified and approved. To the extent of a conflict between this Amendment and the Original Agreement, this Amendment shall prevail.

Section 3.3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.4. Severability. If any provision of this Amendment shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 3.5. Counterparts. This Amendment may be signed in multiple counterparts, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[Execution Page to Follow]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

CITY OF LA MARQUE, TEXAS

By: Bobby Hocking
Bobby Hocking, Mayor

APPROVED AS TO FORM:

By: Ellis J. Ortega
Ellis J. Ortega, City Attorney

ATTEST:

By: Robin Eldridge
Robin Eldridge, City Clerk

GULF COAST WATER AUTHORITY

James F. McWhorter, Jr.

James McWhorter
President

ATTEST:

R. Sus Edrozo

R. Sus Edrozo
Secretary-Treasurer



#4469360.3

Fourth Amendment to La Marque
Mainland Water Project Customer Contract
200

Exhibit A

Form of Amended and Restated Industrial Division Customer Contract

#4485368.3

A-1



Gulf Coast Water Authority

City of La Marque

SAMPLE FY2021-2022 BUDGET

	Quantity (KG/Day)	Rate (\$/KG)	FY2021-2022		FY2020-2021	
			Monthly Avg. (\$)	Annual (\$)	Annual (\$)	Annual (\$)
BOND PAYMENT 2011 A			\$ 502.45	\$ 1,004.89	\$ 8,530.09	
BOND PAYMENT 2011 B			-	-	37,345.52	
BOND PAYMENT 2011 D			15,120.02	\$30,240.03	245,123.17	
TMWTP RAW WATER CONVEYANCE	3,804	0.32847	38,005.66	456,067.87	320,818.42	
TMWTP CAPITAL	3,804	0.13443	15,554.02	186,648.28	186,588.19	
TMWTP O&M	2,765	0.78275	65,830.76	789,969.11	732,050.21	
NORTH TRANSMISSTION SYSTEM			740.30	8,883.60	8,507.42	
LA MARQUE TRANSMISSION SYSTEM			541.67	6,500.00	6,480.00	
SOUTH TRANSMISSION SYSTEM			290.62	3,487.49	11,972.71	
TOTAL			\$ 136,585.49	\$ 1,482,801.28	\$ 1,557,415.72	
Annual Increase(Decrease)				-4.79%	(74,614.45)	

GULF COAST WATER AUTHORITY
 THOMAS MACKEY WATER TREATMENT PLANT (TMWTP) CUSTOMERS
 SUMMARY OF COST
 2021-22

	FUND 06 COST OF WATER	* DISTRIBUTION	BONDS	FUND 04 LEAGUE CITY	FUND 12 GALVESTON	Total	20-21	% Change	VARIANCE (\$)
CUSTOMER CONTRACTS									
TEXAS CITY	3,735,220.08	30,901.94	837,120.46	0	0	4,603,242.47	4,375,990.70	5.19%	227,251.77
LA MARQUE	1,432,685.26	18,871.09	31,244.92	0	0	1,482,801.28	1,557,415.73	-4.79%	-74,614.45
WCID #1	1,456,911.44	51,364.73	1,256.12	0	0	1,509,532.29	1,404,049.61	7.51%	105,482.68
BACLIF	364,482.18	15,970.04	0	0	0	380,452.22	385,254.93	-1.25%	-4,802.71
BAYVIEW	96,411.63	5,207.04	0	0	0	101,618.67	104,644.03	-2.89%	-3,025.36
WCID #12	720,422.65	96,597.27	122,601.31	0	0	939,621.23	586,583.10	60.19%	353,038.14
SAN LEON	492,439.67	23,955.06	0	0	0	516,394.74	509,533.08	1.35%	6,861.66
LEAGUE CITY	1,437,540.60	11,090.23	6,391.13	10,545,074.39	0	12,000,096.34	5,207,511.09	130.44%	6,792,585.24
GALVESTON	6,592,880.29	91,503.09	483,426.04	0	742,300.00	7,910,109.42	10,885,682.24	-27.33%	-2,975,572.82
HITCHCOCK	459,143.21	6,539.05	0	0	0	465,682.26	621,112.81	-25.02%	-155,430.55
WCID #8	425,152.77	4,359.37	0	0	0	429,512.13	425,246.85	1.00%	4,265.28
MUD #12	130,028.98	1,961.71	0	0	0	131,990.69	175,434.89	-24.76%	-43,444.20
FWSD #6	192,853.77	1,569.37	0	0	0	194,423.15	154,070.56	26.19%	40,352.59
MUD #56 (Lago Mar)	19,786.85	0	0	0	0	19,786.85	0	100.00%	19,786.85
TMWTP RE-RATE	0	0	0	0	0	0	1,441,910.87	-100.00%	-1,441,910.87
TOTAL	17,555,959.38	359,890.00	1,482,039.97	10,545,074.39	742,300.00	30,685,263.74	27,834,440.48	10.24%	2,850,823.26



CITY COUNCIL AGENDA FORM

Meeting Date: August 9, 2021

Agenda item: 7e

Prepared by: Amanda Hobby

Reviewed by: _____

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion relating to approving the annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including city-wide grease trap inspections, Wastewater Treatment inspections, and complaint investigations in the amount of \$14,442.00

☒ X

ATTACHMENTS FOR REFERENCE

1. Cover Letter
2. FY 2021-2022 Contract

STAFF BRIEFING:

- Annual agreement with Galveston County Health District, which provides inspection services, and responds to complaints generated by the public
- The 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 Wastewater Treatment Plant (WWTP) and a more "in-depth" annual inspection of the same
- Per the agreement, County responds to complaints received from residents/businesses and forwards grievances and resolutions to the City
- The annual agreement has increased \$807 since last year
- The City is provided with monthly updates
- Attorney and Finance Director have reviewed

HISTORY: N/A

TARGET IMPLEMENTATION: October 1, 2021

SIGNIFICANT ACTION DATES: N/A

ACTION:

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

Cost Details:

Budgeted	\$15,000.00
Actual Bid	
Estimated Expenditure	\$14,442.00
Acct. Name(s)	Professional Fees
Line Item #	02-4040-24-00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Recommend to approve annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including city-wide grease trap inspections, Wastewater Treatment inspections, and complaint investigations in the amount of \$14,442.00

FISCAL IMPACT: \$14,442.00

GALVESTON COUNTY HEALTH DISTRICT

Protecting and Promoting the Optimal Health and Well-Being of Galveston County

Jed Webb
Chairperson, United Board of
Health



Philip Keiser, MD
Local Health Authority
Interim Chief Executive Officer

July 12, 2021

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 FY2022 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 2022 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 regard 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 - Publicly 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

MEETINGS AND COMMUNICATION

Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The meeting can be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY. Communication can be conducted via email, phone, virtual meeting, etcetera.

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 principal 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 of their 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
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 public 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 public liability insurance, worker's compensation coverage or professional liability insurance 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 regard 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

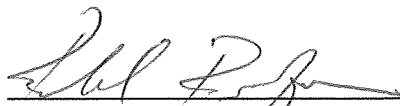
TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2021 and shall continue in full force until September 30, 2022, 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



Richard Mosquera
Chief Compliance Officer

Keith Bell
Mayor

07/12/2021

Date

Date

Attachment A: Contract Pricing

City of La Marque October 1, 2021 - September 30, 2022			
Activity	Number of Units	Cost per Unit	Total Cost
Complaint Investigations Flat Rate-Per Capita 2010 Census	14,297	\$0.32	\$4,575
Wastewater Treatment Plant Inspection (Spot)	3	\$301	\$903
Wastewater Treatment Plant Inspection (CCI)	1	\$414	\$414
Source Inspections - Grease Traps	45	\$96	\$4,320
Surface Water Sampling (collect and lab testing)	6	\$705	\$4,230
Total			\$14,442

