



**CITY OF LAMARQUE
CITY COUNCIL
SPECIAL AGENDA
of
AUGUST 15, 2022**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Special Meeting** on **August 15, 2022**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom (<https://zoom.us/j/92493940502>)**. In accordance with Section 551.127(b) of the Texas Local Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (<https://www.youtube.com/watch?v=L6G8ypjyEDo>).

The Council will meet for the purpose of considering the following agenda:

1. CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION AND PLEDGE OF ALLEGIANCE
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 (limited to three (3) minutes). If wishing to speak, give the Mayor your full name, address, 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. RESOLUTIONS- CONSENT

The following items shall be considered for action as a whole unless one or more Councilmembers objects. Unless otherwise specified, the City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

5.1. Resolution No. R-2022-0054

Calling a Charter Amendment Election on the question of adopting eleven amendments to the City of La Marque, Texas Charter; Providing details relating to the holding of such election; Providing for severability; Containing other provisions relating to the subject; and providing an effective date

Documents:

[CHARTER REVIEW ELECTION.PDF](#)

5.II. Resolution No. R-2022-0055

Calling a recall election for the position of Mayor; Providing details relating to the holding of such election; providing for severability; containing other provisions relating to the subject and providing an effective date

Documents:

[RECALL ELECTION RESOLUTION.PDF](#)

5.III. Resolution No. R-2022-0056

Ratifying the City of La Marque's acceptance of grant funds from the Houston- Galveston Area Council

Documents:

[HGAC RESOLUTION.PDF](#)

5.IV. Resolution No. R-2022-0057

Authorizing the issuance of a Request for Qualifications for Engineering Services for grant eligible projects

Documents:

[RESOLUTION ENGINEER RFQ.PDF](#)

5.V. Resolution No. R-2022-0058

Authorizing the issuance of a Request for Proposal for Grant Administration Services for grant eligible projects

Documents:

[RESOLUTION GRANT RFP.PDF](#)

5.VI. Resolution No. R-2022-0059

Authorizing the issuance of a Request for Proposal for Grant Administration Services for grant-eligible projects through the Reconnecting Communities Pilot Discretionary Grant Program

Documents:

[RESOLUTION NO. R-2022-0059 USDOT RFP.PDF](#)

5.VII. Resolution No. R-2022-0060

Authorizing the issuance of a Request for Qualification for Engineering Services for grant-

eligible projects through the Reconnecting Communities Pilot Discretionary Grant Program

Documents:

[RESOLUTION NO. R-2022-0060- USDOT RFQ.PDF](#)

6. APPOINTMENTS

appointments, reappointments, or removals of all City Boards and Commissions

7. NEW BUSINESS

Items presented to the Council for discussion and for Council to provide direction:

7.I. Annual Bids, Requests, And Proposals

Documents:

[LM 01-23 CHLORINE CALCIUM SULPHUR.PDF](#)
[LM 02-23 JANITORIAL SERVICES.PDF](#)
[LM 03-23 COLD MIX COLD LAY ASPHALT.PDF](#)
[LM 04-23 LIMESTONE.PDF](#)
[LM 05-23 ODOR CORROSION.PDF](#)
[LM 06-23 SLUDGE MANAGEMENT.PDF](#)
[LM 07-23 WATER SEWER SUPPLIES.PDF](#)
[LM 09-23 PARKS FACILITIES MOWING.PDF](#)
[LM 08-23 MOWING, DEBRIS CLEAN-UP AND SECURING.PDF](#)

7.II. Special Events

Discussion relating to Special Events Ordinance and Processes

Documents:

[ORD 737-REGULATING VENDORS IN RIGHT OF WAY.PDF](#)

7.III. FY 2022-2023 Proposed Tax Rate

City Council of the City of La Marque to propose a Tax Rate of **0.477076** for the 2022-2023 Fiscal Year

7.IV. Items For The Good Of The Order

Additional items to bring awareness to Council and the Community as well as future agenda item requests are accepted at this time.

7.IV.i. First Tax Rate Public Hearing

announcement of First Tax Rate Public Hearing

7.IV.ii. Second Tax Rate Public Hearing

Announcement of Second Tax Rate Public Hearing

7.IV.iii. First Budget Public Hearing

Announcement of First Budget Public Hearing

7.IV.iv. Second Budget Public Hearing

Announcement of Second Budget Public Hearing

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 this meeting to discuss any of the matters listed above, as authorized by 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)

8.I. Section 551.071 (Consultation With Attorney)

Amending the 2022-2023 Tax Rate

8.II. Section 551.076 (Deliberations About Security Devices)

Consideration and Implementation of Security Devices in FY 2022-2023

9. ACTIONS TAKEN FROM EXECUTIVE SESSION

9.I. Section 551.071 (Consultation With Attorney)

Amending the 2022-2023 Tax Rate

9.II. Section 551.076 (Deliberations About Security Devices)

Consideration and Implementation of Security Devices in FY 2022-2023

10. ADJOURNMENT

I hereby certify that the above notice of the meeting was posted at 1109-B Bayou Road, La Marque, Texas on Friday, August 12, 2022 at _____.

Kierra K. Nance

*** This electronic copy is posted for convenience and in compliance with ADA Requirements , a signed version of this agenda can be found with the City Clerk's office.*

RESOLUTION NO R-2022-0054

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS CALLING A CHARTER AMENDMENT ELECTION ON THE QUESTION OF ADOPTING ELEVEN AMENDMENTS TO THE CITY OF LA MARQUE, TEXAS CHARTER; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; PROVIDING FOR SEVERABILITY; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about February 14, 2022 an The City of La Marque Texas appointed a Charter Review Commission in accordance with the Charter of the City of La Marque, Texas.

WHEREAS, the Charter Review Commission met multiple times between February 2022 and August 2022 to review the Charter of the City of La Marque, Texas and inquire into its operations.

WHEREAS, all meetings of the Charter Review Commission were conducted in public and in accordance with the law.

WHEREAS, the Charter Review Commission submitted its report to the City Council of La Marque, Texas and that report is attached to this Resolution as Exhibit 1.

WHEREAS, the Charter Review Commission has proposed the following amended wording to the City of La Marque Charter Agreement:

Proposed Amendment One

Shall the Charter be amended to a definition of “For Cause” termination for payments due to the City Manager in the event of his or her termination?

Section 2.12

The city council may remove the city manager by a majority vote of all its members. At least thirty days before such removal shall become effective, the city council shall by majority vote of its members adopt a resolution providing for removal of the city manager and stating the reasons therefore [therefor]. Immediately upon adoption, a copy of the resolution shall be given to the city manager. Within five days of adoption of the resolution, the city manager may request in writing a public hearing which must be granted by the city council and shall be held not earlier than ten days nor later than twenty days after the filing of such request. Within five days of the public hearing, the council by majority vote of its members shall reaffirm or rescind the resolution for removal. In the event the City Manager is terminated “For Cause” the City Manager shall only be entitled to one month’s severance pay and this provision shall control over any agreement to the contrary. A “For Cause” termination for purposes of this section 2.12 shall mean a

determination by the city council in its sole discretion that the City Manager has (1) failed to adhere to the City's drug and alcohol policy as set out in the City's employee handbook as may be amended from time to time; (2) failed to perform his or her other duties or other obligations as required by the City Manager's agreement with the City, if any; (3) an accusation by any applicable law enforcement agency of City Manager's embezzlement or other criminal offense or final conviction of a criminal offense that is a Class B misdemeanor or above; or (4) City Manager's conviction of any illegal act involving personal gain to him or her or a finding of a violation of the City Charter, City Ordinance, other City purchasing rules, or the Code of Ethics of the State of Texas as may be amended from time to time. Every city manager of the City shall be subject to a six-month probationary period beginning on his or her date of hire during which time, if terminated for any reason or no reason by the city council, the City Manager shall not be entitled to any severance pay. By the resolution, the city council may suspend the manager immediately from duty, but shall in any case cause to be paid him forthwith any unpaid balance of his salary and one month's salary as severance pay following adoption of the resolution.

Proposed Amendment Two

Shall the Charter be amended to allow for the establishment of temporary divisions or departments upon approval by the City Council?

Section 3.05

The city manager may recommend the creation of administrative departments to the city council for establishment by ordinance. The work of each department may be distributed among such divisions thereof as may be established by ordinance. The city manager may establish temporary divisions of a department upon approval by the city council

Proposed Amendment Three

Shall the Charter be amended to allow a member of City Council whose recall is sought by petition the opportunity to respond in writing?

Section 5.13

Any elector of the City of La Marque may make and file with the city clerk an affidavit containing the name or names of the officer or officers whose removal is sought and a statement of the specific grounds for removal. The clerk shall thereupon deliver within five business days after delivery of the affidavit by the elector to the elector making such affidavit copies of petition blanks demanding such removal. The recall petition shall include a brief

statement from the officer whose recall is sought responding to the allegations in the affidavit. The city clerk shall keep a sufficient number of such printed petition blanks on hand for distribution. Such blanks when issued by the city clerk shall bear the signature of that officer and be addressed to the city council, and shall be numbered, dated, and indicate the name of the person to whom issued. The petition blanks when issued shall also indicate the number of such blanks issued and the name of the officer whose removal is sought. The city clerk shall enter in a record to be kept in his office the name of the elector to whom the petition blanks were issued and the number issued to said person.

Proposed Amendment Four

Shall the Charter be amended to include a requirement of a public hearing for officials subject to a recall election?

Section 5.15

The city clerk shall at once examine the recall petition and if he finds it sufficient and in compliance with the provisions of this article of the charter, he shall within five days submit it to the city council with his certificate to that effect and notify the officer sought to be recalled of such action. If the officer whose removal is sought does not resign within five days after such notice the city council shall thereupon order and fix a date for holding a recall election. Any such election shall be held on the next date allowed by state law after the petition has been presented to the city council; however, such election may be held at the same time as any municipal election held within such period.

An elected official whose removal is sought by recall may, at any time prior to 45 days before a recall election, request in writing to the City Clerk that a public hearing be held to permit such officer to present facts pertinent to the charges and respond to the charges specified in the recall petition and affidavit. Should a request for public hearing be made, the city council shall order a public hearing be held not less than seven (7) days nor more than fifteen (15) days after receiving such request for a public hearing. Notice of the public hearing shall be posted in accordance with the law and published in the official newspaper of the city at least five (5) days before such hearing.

Proposed Amendment Five

Shall the Charter be amended to increase the waiting period for filing a recall petition against a member of city council after he or she takes office?

Section 5.18

No recall petition shall be filed against a member of the city council within six months after he takes office nor in respect to an officer subjected to a recall election and not removed thereby, until at least six months after such election.

Proposed Amendment Six

Shall the Charter be amended to modernize language related to the finances of the City of La Marque, Texas?

Sections 8.04

The director of finance shall have charge of the administration of the financial affairs of the city and to that end he shall have authority and shall be required to:

- (a) compile the estimates of revenues and expenditures for the budget as directed by the city manager;
- (b) compile the capital expenditure estimates for the budget as directed by the city manager;
- (c) supervise and be responsible for the disbursement of all moneys and have control over all expenditures to ensure that budget appropriations are not exceeded;
- (d) maintain a general accounting system for the city government and each of its offices, departments and funds; keep books for and exercise financial budgetary control over each office, department and fund; keep separate accounts for the items of appropriation contained in the city budget, each of which accounts shall show the amount of the appropriation, the amounts paid therefrom, the unpaid obligations against it and the unencumbered balance; require reports of receipts and disbursements from each receiving and spending fund of the city government to be made daily or at such intervals as he may deem expedient;
- (e) submit to the council through the city manager a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the city;
- (f) prepare for the city manager, as of the end of each fiscal year, a complete financial statement and report;

(g) in coordination with the county appraisal district, ensure that all property within the corporate limits of the city is assessed for taxation and make all special assessments for the city government.

(h) supervise and be responsible for the collection of all taxes, special assessments, license fees and other rement, prepare tax maps, and give such notice of taxes and special assessments as may be required by law; venues of the city or for whose collection the city is responsible and receive all money receivable by the city from the state or federal government, or from any court, or from any office, department or fund of the city;

(i) have custody of all public funds belonging to or under the control of the city, or any office, department or fund of the city government, and deposit all funds coming into his hands in such depositories as may be designated by resolution of the city council, or, if no such resolution be adopted, by the city manager, subject to the requirements of law as to surety and the payment of interest on deposits, but all such interest shall be the property of the city and shall be accounted for and credited to the proper account; depositories are to be selected annually by means of selective bidding;

(j) depositories are to be selected for one (1) year, and may be renewed by the city for two (2) additional one (1) year terms, for a total of three (3) years. The city will submit a request for proposals. The city council shall have the discretion of remaining with the current depository or proceeding with the selection of a new depository;

(k) have custody of all investments and invested funds of the city government, or in possession of such government in a fiduciary capacity, and have the safekeeping of all bonds and notes of the city and the receipt and delivery of city bonds and notes for transfer, registration or exchange;

(l) supervise and be responsible for the purchase, storage and distribution of all supplies, materials, equipment and other articles used by any office, department or fund of the city government;

(m) approve all proposed expenditures. Unless he shall certify in writing, that there is an unencumbered balance of appropriation and available funds, no appropriation shall be encumbered and no expenditure shall be made.

Section 8.07

The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or fund. At the request of the city manager and within the last three months of the budget year, the council may by resolution transfer any unencumbered appropriation balance or portion thereof from one office, department or fund to another. No transfer shall be

made from the appropriations required by subsections (a), (b), (c), (d), (e), (f), (g), (h), and (i) of [Section 6.26](#) of this charter.

Proposed Amendment Seven

Shall the Charter be amended to cap emergency expenditures?

Section 8.17

At any time in any budget year, the city council may, pursuant to this section, make emergency appropriations to meet a pressing need for public expenditure, for other than a regular or recurring requirement, to protect the public health, safety or welfare. Such appropriation shall be by resolution adopted by the favorable votes of at least four-fifths of the members of the city council, and shall be made only upon recommendation of the city manager. The total amount of all emergency appropriations made in any budget year shall not reduce the General Fund balance below 90 days operating expenditures at year-end of that budget year.

Proposed Amendment Eight

Shall the Charter be amended to update the years in the budget process?

Section 8.19

In any budget year, in anticipation of the collection of the property tax for such year, whether levied or to be levied in such year the council may by resolution authorize the borrowing of money by the issuance of negotiable notes of the city, each of which shall be designated “tax anticipation note for the year ____” (stating the budget year). Such notes may be issued for periods not exceeding one year and must be retired by the end of the budget year in which issued.

Section 8.20

In any budget year, in anticipation of the collection or receipt of other revenues of that budget year, the city council may by resolution authorize the borrowing of money by the issuance of negotiable notes of the city, each of which shall be designated “special revenue note for the year ____” (stating the budget year). Such notes may be renewed from time to time, but all such notes, together with the renewals, shall mature and be paid not later than the end of the budget year.

Proposed Amendment Nine

Shall the Charter be amended to increase the time period the City may issue indebtedness for?

Section 12.12

The city may finance the acquisition of privately owned utility properties, the purchase of land, and the cost of all construction and property installation for

utility purposes by borrowing, in accordance with the provisions of Article VII of this charter. Appropriate provisions shall be made, however, for the amortization and retirement of all bonds within a maximum period of forty years. Such amortization and retirement may be effected through the use of depreciation funds or other financial resources provided through the earnings of the utility.

Proposed Amendment Ten

Shall the Charter be amended to require the Municipal Court Judge, Alternate Municipal Court Judge, City Prosecutor, and City Attorney be appointed by the agreement of the City Council and City Manager?

Section 13.16

The Municipal Court Judge, Alternate Municipal Court Judge, City Prosecutor, and City Attorney shall be recommended by the city manager and shall be appointed with the approval of City Council.

Proposed Amendment Eleven

Shall the Charter be amended to provide gender neutral wording?

Section 13.17

All references in this Charter to the masculine shall include the feminine and neuter.

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

Section 1. The facts and matter set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. The Recall Election shall be scheduled for Tuesday, November 8, 2022. Early voting shall be conducted from October 24, 2022 through November 4, 2022.

Section 3. In accordance with the Texas Election Code the ballot shall contain the proposed language, to wit:

Proposed Amendment One

Shall the Charter be amended to a definition of “For Cause” termination for payments due to the City Manager in the event of his or her termination?

_____FOR
_____AGAINST

Proposed Amendment Two

Shall the Charter be amended to allow for the establishment of temporary divisions or departments upon approval by the City Council?

_____FOR
_____AGAINST

Proposed Amendment Three

Shall the Charter be amended to allow a member of City Council whose recall is sought by petition the opportunity to respond in writing?

_____FOR
_____AGAINST

Proposed Amendment Four

Shall the Charter be amended to include a requirement of a public hearing for officials subject to a recall election?

_____FOR
_____AGAINST

Proposed Amendment Five

Shall the Charter be amended to increase the waiting period for filing a recall petition against a member of city council after he or she takes office?

_____FOR
_____AGAINST

Proposed Amendment Six

Shall the Charter be amended to modernize language related to the finances of the City of La Marque, Texas?

_____FOR
_____AGAINST

Proposed Amendment Seven

Shall the Charter be amended to cap emergency expenditures?

_____FOR
_____AGAINST

Proposed Amendment Eight

Shall the Charter be amended to update the years in the budget process?

_____FOR
_____AGAINST

Proposed Amendment Nine

Shall the Charter be amended to increase the time period the City may issue indebtedness for?

_____FOR
_____AGAINST

Proposed Amendment Ten

Shall the Charter be amended to require the Municipal Court Judge, Alternate Municipal Court Judge, City Prosecutor, and City Attorney be appointed by the agreement of the City Council and City Manager?

_____FOR
_____AGAINST

Proposed Amendment Eleven

Shall the Charter be amended to provide gender neutral wording?

_____FOR
_____AGAINST

Section 4. The deadline to register to vote in this election is October 11, 2022. This election shall be conducted in conjunction with the national election in November.

Section 5. The Charter Amendment Election shall be conducted by the Galveston County County Clerk's Elections Division. The City Clerk of La Marque, Texas is authorized to to contract with the Galveston County County Clerk to conduct the Charter Amendment Election.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than that part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

NOW, DULY PASSED, APPROVED, AND ADOPTED ON THIS _____ day
of August, 2022.

Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Kierra Nance, TRMC
City Clerk
City of La Marque, Texas

Gus Knebel
Consulting City Attorney
City of La Marque, Texas

RESOLUTION NO. R-2022-0055

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS CALLING A RECALL ELECTION FOR THE POSITION OF MAYOR; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; PROVIDING FOR SEVERABILITY; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about June 24, 2022, an elector of the City of La Marque, Texas filed an affidavit pursuant to Section 5.13 of the Charter of the City of La Marque, Texas.

WHEREAS, on or about June 24, 2022, the City Clerk of the City of La Marque, Texas delivered the requested petition blanks to the elector in accordance with Section 5.13 of the Charter of the City of La Marque, Texas.

WHEREAS, on or about July 21, 2022 the same elector of the City of La Marque, Texas returned the petition (the "Recall Petition") to the City Clerk of La Marque, Texas.

WHEREAS, the City Clerk of La Marque, Texas promptly commenced her review of the signatures on the Recall Petition to confirm they were of registered voters in the City of La Marque, Texas.

WHEREAS, the City Clerk of La Marque, Texas determined that 543 of the signatures on the Recall Petition were of registered voters in the City of La Marque, Texas.

WHEREAS, the City Clerk of La Marque, Texas determined that 482 signatures were required for a recall petition of the position of Mayor in accordance with Section 5.14 of the Charter of the City of La Marque, Texas.

WHEREAS, the City Clerk of La Marque, Texas communicated her findings to the City Council on or about August 1, 2022.

WHEREAS, the Mayor of the City of La Marque Texas did not resign within five days of the City Clerk of La Marque, Texas delivering her findings to the City Council.

WHEREAS, in accordance with Section 5.15 of the Charter of the City of La Marque, Texas the City Council desires to call a recall election.

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

Section 1. The facts and matter set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. The Recall Election shall be scheduled for Tuesday, November 8, 2022. Early voting shall be conducted from October 24, 2022 through November 4, 2022.

Section 3. The text of the ballot proposition shall be as follows:

SHALL KEITH BELL BE REMOVED FROM THE OFFICE OF MAYOR BY RECALL?"

_____FOR THE RECALL OF KEITH BELL

_____AGAINST THE RECALL OF KEITH BELL

Section 4. The deadline to register to vote in this election is October 11, 2022.

Section 5. The Recall Election shall be conducted by the Galveston County County Clerk's Elections Division. The City Clerk of La Marque, Texas is authorized to to contract with the Galveston County County Clerk to conduct the Recall Election.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than that part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

NOW, DULY PASSED, APPROVED, AND ADOPTED ON THIS _____ day of August, 2022.

Joe Compian, Mayor Pro-Tem
City of La Marque, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT

Kierra Nance, TRMC
City Clerk
City of La Marque, Texas

Gus Knebel
Consulting City Attorney
City of La Marque, Texas

RESOLUTION NO. R-2022-0056

A RESOLUTION RATIFYING THE CITY OF LA MARQUE'S ACCEPTANCE OF GRANT FUNDS FROM THE HOUSTON-GALVESTON AREA COUNCIL

WHEREAS, the City of La Marque, Texas received notice of a grant award through the Houston-Galveston Area Council ("HGAC") for grant funds awarded pursuant to a method of distribution as part of the Regional Mitigation Program as part of the State of Texas Community Development Block Grant Mitigation Action Plan (the "Grant").

WHEREAS, HGAC required the City of La Marque Texas to accept the proposed award.

WHEREAS, the City of La Marque, Texas submitted its acceptance of the proposed award.

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

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City of La Marque, Texas ratifies the submittal of the acceptance of the proposed award from HGAC for the Grant, in the amount of \$4,165,500.00 and ratifies and confirms the Mayor's signature on the acceptance described herein.

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

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the_____ day of August 2022.

Keith Bell
Mayor

Kierra Nance, TRMC

RESOLUTION NO. R-2022-0057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR ENGINEERING
SERVICES FOR GRANT ELIGIBLE PROJECTS

WHEREAS, the City of La Marque, Texas desires to pursue grant funding through the
Houston Galveston Area Council.

WHEREAS, the City of La Marque desires to secure the services of an engineer to
assist the City of La Marque, Texas in securing grants and preparing grant
applications.

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

The foregoing recitals are hereby found to be true and correct and are hereby
adopted by the City Council and made a part hereof for all purposes as findings of
fact.

That the City of La Marque, Texas shall issue a Request for Qualifications for
engineering services for a pending Grant Opportunity Project issued by HUD CDBG and
administered by the Texas General Land Office and Houston Galveston Area Council.

DULY PASSED by a majority vote of all members of the City Council of the City
of La Marque on the_____ day of August 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

RESOLUTION NO. R-2022-0058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL FOR GRANT
ADMINISTRATION SERVICES FOR GRANT ELIGIBLE PROJECTS

WHEREAS, the City of La Marque, Texas desires to pursue grant funding through the
Houston Galveston Area Council.

WHEREAS, the City of La Marque desires to secure the services of a Grant
Administrator to assist the City of La Marque, Texas in securing grants and preparing
grant applications.

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

The foregoing recitals are hereby found to be true and correct and are hereby
adopted by the City Council and made a part hereof for all purposes as findings of
fact.

That the City of La Marque, Texas shall issue a Request for Proposal for Grant
Administration Services for a pending Grant Opportunity Project issued by HUD CDBG
and administered by the Texas General Land Office and Houston Galveston Area
Council.

DULY PASSED by a majority vote of all members of the City Council of the City
of La Marque on the_____ day of August 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

RESOLUTION NO. R-2022-0059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL FOR GRANT ADMINISTRATION SERVICES FOR GRANT ELIGIBLE PROJECTS THROUGH THE RECONNECTING COMMUNITIES PILOT DISCRETIONARY GRANT PROGRAM

WHEREAS, the City of La Marque, Texas desires to pursue grant funding through the United States Department of Transportation's Reconnecting Communities Pilot Discretionary Grant Program.

WHEREAS, the City of La Marque desires to secure the services of a Grant Administrator to assist the City of La Marque, Texas in securing grants and preparing grant applications.

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

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

That the City of La Marque, Texas shall issue a Request for Proposal for Grant Administration Services for grant applications and awards administered through the United States Department of Transportation's Reconnecting Communities Pilot Discretionary Grant Program.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the_____ day of August 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

RESOLUTION NO. R-2022-0060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR GRANT ELIGIBLE PROJECTS THROUGH THE RECONNECTING COMMUNITIES PILOT DISCRETIONARY GRANT PROGRAM

WHEREAS, the City of La Marque, Texas desires to pursue grant funding through the United States Department of Transportation's Reconnecting Communities Pilot Discretionary Grant Program.

WHEREAS, the City of La Marque desires to secure the services of an engineer to assist the City of La Marque, Texas in securing grants and preparing grant applications.

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

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

That the City of La Marque, Texas shall issue a Request for Qualifications for engineering services to support applications through the United States Department of Transportation's Reconnecting Communities Pilot Discretionary Grant Program.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of August 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

TERMS AND CONDITIONS
LM #01-23
LIQUID CHLORINE (Section 1)
CALCIUM HYPOCHLORITE (Section 2)
SULFUR DIOXIDE (SO₂) (Section 3)

1. Specifications and bidding documents may be secured from the City of La Marque website at: www.bids.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. It is received after the advertised closing date and time for receipt of bids.
 - B. 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.

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, 2022**. 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.

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 Wastewater 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 #01-23
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 (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATED QUANTITY
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 (SO2), as per the specifications	\$	\$

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

Manufacturer of Chlorine: _____

Manufacturer of Calcium Hypochlorite: _____

Manufacturer of Sulfur Dioxide (SO2): _____

Rent or Deposit, if required, per cylinder:

150 lb. Cylinder of Chlorine: \$ _____

1 - Ton Cylinder of Chlorine: \$ _____

150 lb. Cylinder of Sulfur Dioxide: \$ _____

Demurrage Charge:

150 lb. Cylinder of Chlorine: \$ _____ after _____ days per month

1 - Ton Cylinder of Chlorine: \$ _____ after _____ days per month

150 lb. Cylinder of Sulfur Dioxide: \$ _____ after _____ days per month

Response time for HAZMAT Team: _____

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

Expected day's delivery after each order is placed: _____ days

SIGNATURE PAGE
LM #01-23
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 \$ _____

Company Name

Signature

Printed Name & Title

Address

City, State and Zip

Phone E-Mail

Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____



City of La Marque

REQUEST FOR PROPOSAL

Proposal Reference Number: LM 02-23

Project Title: Janitorial Services

Proposal Closing Date: 10:00 A.M.(CST), Wednesday, August 31, 2022

No Proposals submitted after the above deadline will be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME:	Janitorial Services
ISSUANCE OF RFP	August 17, 2022
PRE-PROPOSAL CONFERENCE:	10:00 A.M (CST), Wednesday, August 24, 2022 - Zoom https://us06web.zoom.us/j/81417271340?pwd=Y3JaTktXTmtPd3NFMDlrczc5bW5tQT09 The pre-proposal conference will allow all Proposers an opportunity to ask representatives relevant questions and clarify provisions of this RFP.
DEADLINE FOR QUESTIONS:	2:00 P.M (CST), Wednesday, August 24, 2022 All questions will be answered in the form of an addendum, after the question deadline. All questions related to this RFP are to be directed to the following link: Upload Questions Here
SUBMITTAL DEADLINE:	10:00 A.M (CST), Wednesday, August 31, 2022
SUBMITTAL REQUIREMENTS:	Electronic submittals required Upload Submittal Here
CITY OF LA MARQUE COUNCIL AWARD:	A final determination will be made at a future City of La Marque Council meeting. City of La Marque reserves the right to reject any and all request for proposals and waive any and all formalities and conditions.
TERM OF SERVICE/PROJECT:	A one (1) year Agreement with an option to automatically renew for two (2) additional years in one (1) year increments.

TERMS AND CONDITIONS
LM #
“Janitorial Services - City Facilities”

1. Specifications and bidding documents may be secured from the City of La Marque website at: www.bids.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. 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 bidders observations with this bid packet.
4. 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.
5. All prospective bids will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, sexual orientation, gender identity, or disability in consideration for award of any contract entered into pursuant to this notice. A contract shall be entered into after all bids are evaluated, after the approval of City Council.
6. Bids will be rejected if:
 - A. It is received after the advertised closing date and time for receipt of bids.
 - B. 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.
7. **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 Comptrollers Ruling Number 95-0.09 as amended to be effective October 2, 1968.

8. 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.
9. Bid 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.**
10. Payment on all invoices will be net 30 days.
11. 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.
12. A catalog, brand name or manufacturer's 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.
13. **CONTRACT TERM:** This contract will be for a period of one (1) years beginning **October 1, 2022.** The City must obtain prices early in order to prepare for the upcoming fiscal year budget.
14. The vendor hereby assigns to purchase 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).
15. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
16. Bid received after the closing time will be returned unopened.
17. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 1111 Bayou Road, La Marque, Texas 77568 or other designated site.
17. Contractor will need to provide proof of insurance.

18. Contractor will prescreen (background checks) and train those employees who will be used in performing these services for our company.
19. Contract will provide a list of references (3 to 5) of businesses contractor is currently using.
20. Contractor will furnish all supplies, materials and equipment necessary for the proper performance of the janitorial service. Supplies and materials include, but are not limited to: brooms, brushes, dust cloths, mops, sponges, disinfectants, glass cleaner, floor polish, waxes, stripper, furniture polish and any other compounds necessary to properly maintain the premises. **Contractor will provide price list of all supplies including paper products and trash bags.**
21. Provide all necessary cleaning equipment including, but not limited to: buffing machines, vacuum cleaner, carpet extractors, etc. needed for the performance of the work of this contract.

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 bidders 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.

Janitorial Services

1. Entrance, Lobby and Office Areas (Including Common Areas)

A. Each Visit

Entrance glass doors will be cleaned
All ash urns will be cleaned (where applicable)
Outside entrance area will be swept and policed for trash
Entrance area furniture will be wiped or brushed to maintain a clean appearance at all times
All horizontal surfaces will be spot dusted for dust/debris that arises between the weekly detail dusting
All carpeted areas and mats will be vacuumed including areas under desks and chairs
Only designated sockets will be used to plug in vacuums
Hard surface floors will be swept and spot damp mopped using fresh/clean mop water. Plastic chair mats will be mopped as needed
Trash receptacles will be emptied and liners replaced as necessary
Interior glass will be spot cleaned as necessary
All drinking fountains will be polished and sanitized
All furniture and trash cans are to be properly arranged after cleaning and vacuuming is completed
Clean/sanitize the public use tables (Library)

B. Once A Week

Dust all desk tops, shelves, cubicle tops, file cabinets and ledges
Wall hangings will be dusted
Hard to reach areas of carpet will be vacuumed as necessary
Hard surface floors will be thoroughly wet mopped using fresh/clean mop water
Doors and kick plates will be cleaned to remove fingerprints and non permanent smudges
Light switch plates will be wiped and disinfected
Clean and disinfect telephone receivers
Dust tops of bookshelves (Library)

C. Once A Month

Blinds will be dusted
Window sills and ledges will be dusted
Baseboards will be dusted

Air vents will be dusted
Cobwebs will be removed

Note: Will not move or disrupt any items on desk
Will not disturb, move or in any way disrupt any computer equipment

II. Restrooms

A. Each Visit

All supplies will be restocked
All trash and sanitary napkin containers will be emptied
Fresh liners will be put in each receptacle
Hard surface floors will be swept and wet mopped using fresh/clean mop water
Commodes and urinals will be cleaned inside and out using a germicidal treatment
Sinks and countertops will be cleaned using a germicidal treatment
All mirrors and fixtures will be cleaned
Partitions and walls will be spot cleaned as necessary between the weekly detail clean
Disinfectant will be poured in drains to prevent odors (where applicable)
Exterior of paper towel dispensers will be wiped and disinfected
Wall areas that are below and near paper towel dispensers will be wiped to remove any water spots
Exterior of trash receptacles will be wiped down
All stainless steel will be wiped down using appropriate stainless steel treatment
Light switch plates will be disinfected

B. Once A Week

All chrome fixtures will be polished
Partitions will be thoroughly cleaned and wiped including tops using germicidal treatment
Doors and kick plates will be wiped to remove smudges and fingerprints
Air vents will be dusted
Cobwebs will be removed
Interior of trash receptacles will be wiped and disinfected as necessary

C. Once A Month

Note: For sanitation consideration all monthly detail cleaning duties have been incorporated into either daily or weekly schedule

II. Break Room(s) and Coffee Bars

A. Each Visit

All tables and chairs will be wiped and organized
Trash receptacles will be emptied and liners will be replaced
Counter tops and sinks will be cleaned, including splash guards
Interior and exterior of microwaves will be cleaned
Ice machine will be wiped down free of smudges
Hard surface floors will be swept and wet mopped using fresh/clean mop water
All carpeted areas and mats will be vacuumed
Coffee machines and pots will be cleaned. Grounds will be placed in trash
Exterior of refrigerator will be wiped and disinfected
Front of vending machines will be cleaned
Exterior of paper towel dispensers will be wiped and disinfected
Wall areas below dispensers will be cleaned to removed spots
Cabinet doors will be wiped to remove any smudges or fingerprints
Light switch plates will be wiped and disinfected
Interior of soiled trash receptacles will be wiped and cleaned as necessary

B. Once A Week

Doors and switch plates will be wiped to remove non-permanent smudges and fingerprints
Air vents will be dusted
Cobwebs will be removed
Water dispenser drip trays will be emptied and sanitized (where applicable)
Wall areas near trash receptacles will be wiped and disinfected
Interior of soiled trash receptacles will be wiped and disinfected
Paper Recycle Bin will be emptied and paper taken to recycle bin

C. Once A Month

Note: For sanitation consideration all monthly detail cleaning duties have been incorporated into either the daily or weekly schedule

Janitorial Closet

Closet will be kept clean and organized
All supplies will be neatly organized, labeled and MSDS sheets will be included
All mop buckets will be emptied after every use
All mop heads and cleaning clothes will be cleaned and sanitized or replaced on a regular basis

Other Services

Defective or inoperable building equipment shall be brought to the attention of City of La Marque such as:

Plumbing leaks
 Defective lights
 Doors or gates not properly working

PROPOSAL

BUILDING	MONTHLY RATE 1 TIMES/WEEK	MONTHLY RATE 2 TIMES/WEEK	MONTHLY RATE 3 TIMES/WEEK
CITY HALL 1111 BAYOU ROAD 2 TIMES/WEEK (TUES & FRIDAY)	X	X	X
COUNCIL CHAMBERS 1109-B BAYOU ROAD 2 TIMES/WEEK- (TUES & FRI)	X	X	X
POLICE DEPT. 431 BAYOU ROAD 3 TIMES/WEEK (TUES, THU, SAT)		X	X
LIBRARY 1011 BAYOU ROAD 3 TIMES/WEEK TUES. THURS. & SATURDAY		X	X
FIRE DEPARTMENT- ADMINISTRATION 1109-A BAYOU ROAD 1 TIMES/WEEK (FRI)		X	X

ECONOMIC DEVELOPMENT 1130 FIRST STREET 2 TIMES/WEEK (MON & WED)		X	X
PUBLIC WORKS 4916 FM 1765 TEXAS AVENUE 2 DAY/WEEK (MON & WED)		X	X
FIRE DEPARTMENT ADMINISTRATION 5715 TEXAS AVENUE 2 TIMES/WEEK (MON & WED)		X	X

*Company will provide cleaning products

Carpet Cleaning

Location

Carpet Cleaning - 2 times a year

****City Hall**

****Council Chambers**

****Community Room**

Wet Clean

SIGNATURE PAGE

LM # “Janitorial Services - City Buildings”

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: \$ _____

Company Name

Signature

Printed Name & Title

E-mail Address

Address

City, State & Zip

Phone _____ Fax _____

Date

Acknowledgement of any and all addendum's received:

Addendum #1_____

Addendum #2_____

Addendum #3_____

DRAFT

**CITY OF LA MARQUE
INVITATION TO BID
LM #03-23**

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, August 24, 2022, for:

“COLD MIX COLD LAY (CMCL) - SECTION I”

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, August 24, 2022 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 #03-23 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 #03-23
COLD MIX CLAY (CMCL) - Section I

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, 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, 1111 Bayou Road, 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 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 #03-23
COLD MIX COLD LAY (CMCL) - Section I

1. Scope:

This section covers Cold Patch Mix. Cold patch is a special material that is designed for the use of cold patch applications of asphalt concrete. This material can be used in the repair of potholes and larger areas where this type of material is applicable. The design gradation of Cold Mix Patch must comply with the 1982 Texas Highway Department Standard Specifications, Item #350, Type "D".

2. Design Job Mix Formula:

Sieve Size	Independent Percent Retained	Item #350 Specifications
1/2"	0	0
3/8"	3.4	0 - 15
#4	33.3	21 - 53
#10	26.0	11 - 32
+ #10	62.7	54 - 74
#40	10.7	6 - 32
#80	18.8	4 - 27
#200	6.4	3 - 27
-200	4.7	1 - 8
% binder	4.7	4.0 - 8.0

3. Production Data:

Description	Minimum Temp.	Maximum Temp.
Mixing Temperature (° F) *	220	290
Specific Gravity of Binder @ 60° F	0.987	
Flash Point of Binder (° F)	500 +	

* Aggregate should be surface dried.

4. Stockpile Date:

Normal Stockpile Height----- 8 -Feet (8') Maximum

Normal Stockpile Life----- 3 - 5 Months

* Material should be turned weekly to prevent crusting.

5. Mixture Stripping:

The aggregate combination in this project as shown to have less than 5% stripping in stockpile.

**PROPOSAL
LM #03-23
COLD MIX COLD LAY (CMCL) - SECTION I**

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)
350 Tons	CMCL Cold Mix as per specifications, F.O.B. to designated City Street.	\$ _____ / ton	\$ _____
	TOTAL COST		\$ _____ —

SIGNATURE PAGE
LM #03-23
COLD MIX COLD LAY (CMCL) - SECTION I

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: \$_____

Company Name

Signature

Printed Name & Title

Address

City, State & Zip

Phone

E-Mail

Date

Acknowledgement of any and all addendums received:

Addendum #1_____

Addendum #2_____

Addendum #3_____

TERMS AND CONDITIONS
LM #04-23
LIMESTONE

1. Specifications and bidding documents may be secured from the City of La Marque website at: www.bids.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. It is received after the advertised closing date and time for receipt of bids.
- B. 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.

- 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, 2022, and September 30, 2023.** 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.

DRAFT

**SPECIFICATIONS
LM #04-23
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 #04-23
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		
	TOTAL COST		\$

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 #04-23
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: \$_____

Company Name

Signature

Printed Name & Title

Address

City, State & Zip

Phone

E-Mail

Date

Acknowledgement of any and all addendums received:

Addendum #1_____

Addendum #2_____

Addendum #3_____

TERMS AND CONDITIONS
LM #05-23
ODOR AND CORROSION CONTROL
WASTEWATER TREATMENT PLANT

1. Specifications and bidding documents may be secured from the City of La Marque website at: www.bids.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. It is received after the advertised closing date and time for receipt of bids.
 - B. 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.

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.
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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.**
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14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning **October 1, 2022.** 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.

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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 number 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.**

Material Reference

Bellows
Poppet valves
O-rings
Springs

Material

Polypropylene
EPT®
EPT®
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, H₂S, 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.
1. 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 H₂S monitor/data logger, Arizona Instruments Jerome H₂S 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.
2. 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.
3. 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.

**PROPOSAL
LM #05-23
ODOR AND CORROSION CONTROL
WASTEWATER TREATMENT PLANT**

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

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

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

SIGNATURE PAGE
LM #05-23
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 \$_____

Company Name

Signature

Printed Name & Title

Address

City, State and Zip

Phone

Fax

Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____

TERMS AND CONDITIONS
LM #06-23
SLUDGE MANAGEMENT

1. Specifications and bidding documents may be secured from the the City of la Marque website at: www.bids.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. It is received after the advertised closing date and time for receipt of bids.

B. 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.

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, 2022.** 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. 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 prices 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 #06-23
SLUDGE MANAGEMENT**

Item No. 1 - General:

The City of La Marque is requesting proposals for a Sludge Management Contract to remove sewage sludge (bio solids) from the City's domestic wastewater treatment plants and for transporting, treating, and disposing of the sewage sludge (bio solids) for beneficial reuse. The City of La Marque operates and owns 3.0 million gallons per day (MGD) wastewater treatment plant for the treatment of domestic sewage which produces solids, which must be disposed of from time to time. The West Plant is located at 2701-B Woodland approximately $\frac{3}{4}$ mile south of IH-45 and FM 519.

It is the intent of the City to enter into a formal bio solids management and disposal agreement with a successful bidder to remove and dispose of sewage bio solids from its aerobic digesters on a recurring basis approximately every four to six weeks for a 12-month period. 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. Failure of the City and the successful bio solids management company on negotiated prices will require that the City put the contract out for bid. Either party may terminate agreement within 30 days' notice in writing to the other party.

Item No. 2 - Terms/Definitions:

The terms and definitions in this agreement shall have the meaning ascribed thereto in the preamble of this agreement, or as follows:

1. Applicable Regulations:

Means all federal, state and municipal regulations regulating the transportation, treatment and reuse and disposal of Sludge including, but not limited to, 40 CFR Part 503, Standards for the Use or Disposal of Sewage Sludge, 40 CFR Part 258, Municipal Solid Waste Landfill Regulations and 325TAC 461, et seq., Texas Department of Health, Municipal Solid Waste Management Regulations, each as they may be supplemented or amended from time to time.

2. Bio solids

Refers to sewage sludge, which is stabilized and meets parameters set by the Environmental Protection Agency (EPA) for beneficial use.

3. BLF Analysis

The test outlined in EPA regulations to determine the quantities of various constituents in the sludge, including but not limited to Cadmium, Zinc, Copper,

Nickel, Lead, Arsenic, Chromium, Mercury, Selenium, Molybdenum, Nitrogen (Ammonia and TKN), Phosphorus and Potassium.

4. TCEQ
Texas Commission on Environmental Quality
5. EPA
United States Environmental Protection Agency
6. Operator
The generators' operator of the Plant
7. Permit
The TCEQ Permit to Dispose of Waste issued with respect to the Plant and the correspondence NPDES Permit.
8. Plant
The Generators Wastewater Treatment Plant (WWTP)
9. Class B
Means sludge meeting Class B pathogen reduction and related vector control limitations as set forth in 40 CFR Part 503, Subpart, and Standards for disposal of Sewage Sludge.
10. Class A
Means sludge meeting Class A pathogen reduction and related vector control limitations as set forth in 40 CFR Part 503, Subpart F, Standards for Disposal of Sewage Sludge.
11. Regulatory Agencies
The EPA, TCEQ and any other governmental agency with jurisdiction over the transportation, treatment, and disposal or beneficial use of domestic sewage sludge.
12. Records
All records maintained with respect to the transportation, treatment and final disposition of Sludge are required to be created and maintained by the Application Regulations and Permit.
13. Sewage Sludge or Sludge
Solid, semi-solid or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge includes, but is not limited to, domestic septage, scum or solids removed in primary, secondary or advanced wastewater treatment processes and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge

in a sewage sludge incinerator or grit and screenings generator during preliminary treatment of domestic sewage in a treatment works.

14. TCLP

The EPA Toxicity Characteristic Leaching Procedure Test

15. BLF

Beneficial Land Farm

Item No. 3 - Obligations of the City:

1. Immediately notify Bio Solids Manager of any changes in waste to the Plant or operating of the Plant which may render the sludge inappropriate for beneficial use.
2. Provide the results of pH measurement of the sludge in the digester, twice per month.
3. 440-volt, 3-phase electrical service with a 100 amp disconnect located within 200' of the digester. 110-volt is also available.
4. A ¾ to 2" potable water connection located within 100' of the digester.
5. A sanitary sewer manhole within 100' of the digester in which the contractor may discharge liquid wastes back to the entrance works of the treatment plant.
6. Sufficient area to set up dewatering equipment, haul boxes and/or trucks.
7. Provide 24 hour, 7 days per week access to the treatment plant.
8. Provide access for the Bio Solids Manager to facilities and seven-day notification for service.

ITEM NO. 4 - Obligations of the Bio Solids Manager:

1. Provide a BLF Analysis of a representative sample of the sludge on a quarterly basis.
2. Provide independent laboratory analysis of bio solids to determine percent solids. If dewatering is used, analysis will be performed on each truckload. This percent solids analysis will be the basis for determining the dry tons for price calculations. The costs of this analysis is included in the base price for sludge removal.

3. Provide testing to verify that sludge meets Class B EPA, CFR 503 Regulations requirements.
4. Transport, treat and dispose of, or beneficially use, bio solids as required for compliant and cost-effective operation of the WWTP. Bio solids Manager shall not be required to transport, treat, or dispose of sludge at any time or under any conditions which would cause a violation of the Permit or Applicable Regulations.
5. Create and maintain all Records and Reports required by the Permit and the Applicable Regulations or as requested by the Generator.
6. Perform any calculations and cause to run any test or analysis on Sludge, as requested by the Generator.
7. Provide a pH measurement of the soil for each application of bio solids. Provide Cation Exchange Capacity, Cadmium and PCB's of soil for the application area at the site, every six-(6) months, until such time that a change in the Discharger permit does not require such testing.
8. Keep work site clean during operations and upon completion remove trash, equipment, waste, debris, and spilled bio solids from the work area.
9. Provide all manpower, supervision, equipment, independent lab analysis, materials, trucks, trailers, truck weighing and anything else necessary for the successful disposal of the bio solids at no additional charge to the city.
10. All vehicles and/or commercial vehicles, such as truck, tractor, trailer or semi-trailer, or combination of such vehicles used in the transportation of the sludge shall not exceed 20,000 pounds carried on anyone-(1) axle or with a tandem axle weight excess of 34,000 pounds.
11. The Bio Solids Manager will be required to transport and store bio solids for beneficial reuse when the beneficial site is frozen or covered with ice, or during rain or when precipitation is imminent. The bio solids storage site will meet all federal, state and municipal regulations, which regulate sludge

**PROPOSAL
LM #06-23
SLUDGE MANAGEMENT**

Quantity: The quantity of bio solids hauled shall be measured by truck volumes. Every load of thickened bio solids will be tested for percent solids. Dry weight of bio solids will be determined from this data.

Price: All services shall be charged in accordance with the following fee schedule:

SLUDGE MANAGEMENT CONTRACTOR FEES

<u>Description</u>	<u>Price</u>
*Bio solids Removal.....	\$ _____
Annual Reports TNRCC.....	\$ _____
Metals and Nutrient Test (BLF Analysis).....	\$ _____
Toxicity Characteristic Leaching Procedure Test.....	\$ _____
PCB Test (On Sludge).....	\$ _____
EPA Discharge Monitory Reports for Bio solids.....	\$ _____
Land Practice.....	\$ _____

*Bio solids removal fee will include transportation to and application at associated land application site. Fee is to include equipment and all percent (%) solids testing required to calculate dry tons removed.

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$	\$

Methodology for Bio Solids Removal: _____

Registered Site No.: _____

Beneficial Reuse Site: _____

OTHER SERVICES REQUESTED
LM #06-23
SLUDGE MANAGEMENT

<u>Description</u>	<u>Price</u>
TCEQ Monthly Report (2 copies provided).....	\$ _____
Lime Stabilization Processing to Meeting Class.....	\$ _____
B Requirements/per gallon.....	\$ _____
Rented Equipment.....	\$ _____
Percent (%) Solids Test.....	\$ _____
Environmental Consultant.....	\$ _____
Project Manager.....	\$ _____
Vacuum Truck & Driver.....	\$ _____
Project Superintendent.....	\$ _____
Skilled Laborers.....	\$ _____
Laborers.....	\$ _____
Secretarial/Computer Services.....	\$ _____
Expenses:	
Copies.....	\$ _____
Printing, Film work, etc.....	\$ _____
Automobile Travel.....	\$ _____
Class B Pathogen Reduction Test.....	\$ _____
Camel Vacuum Truck.....	\$ _____

**SIGNATURE PAGE
LM #06-23
SLUDGE MANAGEMENT**

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: \$ _____

Company Name

Signature

Printed Name & Title

Address

City, State and Zip

Phone

E-Mail

Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____

TERMS AND CONDITIONS
LM #07-23
WATER AND SEWER SUPPLIES

1. Specifications and bidding documents may be secured from the City of La Marque website at: www.bids.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.
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B. 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.

- 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.
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- 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.
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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.

DRAFT

**SPECIFICATIONS
LM #07-23
WATER AND SEWER SUPPLIES**

A. Brass Fittings

1. General Conditions

- A. This lot of brass fittings will be used on underground installations of service lines and small mains in the water distributions system.
- B. Fittings are to be of compression type.
- C. They will be used with Type “K” soft annealed copper, polyethylene, or polybutylene tubing.

2. Design

- A. The general patent for each fitting shall conform to that of standard brass fittings as made by Mueller Company or an approved equal.
- B. Stops shall be furnished with locking wings and without check for waste. Waterways shall not be smaller in diameter than the normal size of the stop and shall be accurately finished to a watertight joint. All nuts and washers shall be faced to a true fit and the design shall be such that the joint will remain watertight and reasonably easy to operate after repeated use over a number of years.
- C. All external threads shall conform to AWWA Standard Specification C-800-55.
- D. Corporation stop threads shall be protected in shipment by plastic coatings or an alternate approved method.

3. Materials

- A. All brass fittings will meet the new State & Federal Guidelines for low Lead Concentrations
- B. All bidders will be required to submit a certification letter with their bid on the percentage levels of metals with the chemical characteristics making up the Brass Materials
- C. Marking: Each fitting shall have the manufacturer’s name or trademark plainly stamped into or cast on the body.
- D. Each stop shall be tested submerged in water for ten (10) seconds at not less than 85 PSI with the stop in both the closed and open positions and each fitting that shows any air leakage shall be rejected. The city will consider such confirming laboratory tests locally as they consider them

to be necessary and appropriate and such test will be the ultimate basis for any rejections. Should random sampling disclose any unsatisfactory fittings, then the entire lot will be rejected. All rejected material will be handled at the Contractor's costs.

B. Polyethylene Pressure Pipe (PE)

1. Polyethylene pipe and tubing, hereafter called "PE Pipe" or tubing, furnished under these specifications shall conform to all applicable requirements in the latest revision of the following standards: ANSI/AWWA C 902-78. More specifically, PE furnished shall be classified as PE ASTM 02737, class 160. Pipe shall have appropriate marking as required by C 902-78.
 - A. Be of virgin quality approved for potable service by the National Sanitation Foundation
 - B. Finished product shall satisfactorily meet to standard brass water works compression fittings.
2. Marking on the tubing shall include the following at intervals of not more than seven feet (7').
 - A. Nominal tubing size.
 - B. The type of plastic material
 - C. The standard thermoplastic pipe dimension ratio or the pressure rating in PSI for water at 73.4°F (160 PSI).
 - D. Manufacturer's name or trademark and code.

C. Polyvinyl Chloride Pipe & Fittings

1. Water: Shall conform to the latest revision of ASTM D-1784, having a cell classification 12454 B, Class 200. All pipe and fittings shall be approved by the National Sanitation Foundation for carrying potable water.
2. Sewer: Shall conform to the latest revision of ASTM D-3034 and ASTM D-1784, having a cell classification of 12454-B and SDR-35 pipe dimensions. Shall also have a flexible elastomeric gasket joint.

D. Manhole Rings & Covers

1. Type 1 manhole ring and cover - Heavy Weight, 23 ½" casting - VM-18 or approved equal.
2. Type 2 manhole ring and cover
 - A. Rexus or similar approved cover and frame

- B. Covers and frames shall be manufactured from Ductile Iron in accordance with ISO 1083.
 - C. Covers to be hinged and incorporate a 90-degree blocking system to prevent accidental closure.
 - D. Covers shall be one man operable using standard tools and shall be capable of withstanding a test load of 80,000 lbs.
 - E. Cover shall incorporate a spring bar locking system, which will automatically activate when the cover is closed.
 - F. Additional security features to include a device to prevent the cover being completely removed from the frame. This device shall be capable of being deactivated if required.
 - G. Frames shall be circular and shall incorporate a seating ring, have a 24" clear opening, frame depth shall not exceed 4", and frame flanges shall incorporate bedding slots and bolt holes.
 - H. All components shall be black coated.
3. Type 3 manhole ring and cover
- A. EJ, Pamrex or similar approved manhole cover and frame
 - B. Covers and frames shall be manufactured from Ductile Iron in accordance with ISO 1083.
 - C. Covers to be hinged and incorporate a 90-degree blocking system to prevent accidental closure.
 - D. Covers shall be one man operable using standard tools and shall be capable of withstanding a test load of 120,000 lbs.
 - E. Frames shall be circular and shall incorporate a seating gasket; frame depth shall not exceed 4" for 24" opening or 5" for 32" opening.
 - F. The flange shall incorporate bedding slots and bolt holes.
 - G. All components shall be black coated.

**PROPOSAL
LM #07-23
WATER AND SEWER SUPPLIES**

SECTION I - REPAIR CLAMPS AND TAPPING SADDLES

Part A - Transition Coupling, Model 3501 or approved equal*

Size & Description	Part Number	Unit Price	Manufacturer
1" x 5"			
¾ "x 4 ½"			
2" x 5"			
6" x 6"			

Part B - Full Circle Clamps, Smith Blair 261 (or similar)

Size & Description	Part Number	Unit Price	Manufacturer
2" x 7 ½" (2.35-2.63)			
4" x 12 ½" (4.74-5.14)			
6" x 12 ½" (7.27-7.62)			
6" x 20" (7.05-7.45)			
8" x 7½" (8.99-9.39)			
8" x 12" (9.27-9.67)			

Tapping Saddles - Single Stainless-Steel Strap - C.C. Thread, Nylon Coat

Size & Description	Part Number	Unit Price	Manufacturer
2 ½" x ¾"			
4" x ¾"			
6" x 1"			
8" x 1"			
12" x 1"			

Camlock Restraints	Part Number	Unit Price	Manufacturer
6 inch			
8 inch			
12 inch			

Single Bolt Coupling	Part Number	Unit Price	Manufacturer
4 inch - 4.46-5.60			
6 inch - 6.54-7.65			
8 inch - 8.54-9.85			
10 inch - 10.65-12.20			
12 inch - 12.75-14.40			

SECTION II - BRASS FITTINGS - Lead-Free

Part A - Corporation Stops (Mueller or approved equal*)

Size & Description	Part Number	Unit Price	Manufacturer
¾" H15008 Compression (CC)			
1" H15008 Compression (CC)			

Part B - Curb Stops (Mueller or approved equal* with lock wing, required on all stops)

Size & Description			
¾" R-24350 Compression Inlet Meter Coupling Outlet			
1" Comp to Meter Connector			
1" Comp to ¾" Meter Connector			

Part C - Service Fittings (Mueller or approved equal brass couplings*)

Size & Description			
¾" H15503 Comp. to Comp.			
¾" Comp to Comp in line cut off			
1" Comp to Comp			
1" Comp to Comp in line cut off			

Part D - Meter Couplings (Mueller or approved equal*)

Size & Description			
¾" H10890			
1" H10890			

Part E - "U" Branch Connections (with ¾" LW meter stops assembled 7 ½" center)

Size & Description			
1" x ¾" x ¾" H15363			

Part F- Re-setters (Mueller or approved equal* with LW angle stop)

Size & Description			
5/8" x 3/4" x 7" H14118			
5/8" x 3/4" x 12" H14118			
1" x 12" H14118			

Part G - Standard Lead-Free Brass

Size / Nipples	Part Number	Unit Price	Manufacturer
¾" x close			
¾" x 2"			
1" x close			
1" x 6"			
2" x close			
2" x 6"			
2" x 12"			

Bushing			
2" x ¾"			
1" x ¾"			
2" x 1"			

Reducers			
2" x ¾"			
1" x ¾"			
2" x 1"			

Tees			
¾"			
1"			
2"			

Couplings			
1"			
2"			

2" Gate Valve			
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Plugs			
¾"			
1"			

Bends			
¾" 90 degree			

¾" 45 degree			
1" 90 degree			
2" 45 degree			

SECTION III - CAST IRON FITTINGS Mechanical Joint (AWWA C-110-71)

Gate Valves - Left Open	Part Number	Unit Price	Manufacturer
2" THRD A2380-8 (Mueller only)			
2" M.J. A2380-20 (Mueller only)			
6" M.J. A2370-20			
8" M.J. A2370-20			

Fire Hydrants - EJ, Mueller or American Darling			
3' Bury MJ Connection			
4' Bury MJ Connection			
5' Bury MJ Connection			

Tees / 45 / 90			
6" Tee			
6" 45			
8" Tee			
8" 90			
12" Tee			

MJ Gland & Gasket			
4 inch- PVC			
6 inch - PVC			
8 inch - DIP			
12 inch - DIP			

SECTION IV - POLYETHYLENE PIPE

Tubing (CI160)	Part Number	Unit Price	Manufacturer
¾"			
1"			

SECTION V - CAST IRON CASTINGS

Size & Description	Part Number	Unit Price	Manufacturer
Adjustable Valve Boxes "A" sections with lids			
Manhole Rings & Covers Type 1 Heavy Weight - 23 ½" casting (VM-18 or approved equal)			
Manhole Rings & Covers Type 2 Rexus or similar approved			
Manhole Rings & Covers Type 3 Pamrex or similar approved			
Sewer Cleanouts Boot-Type Sewer Cleanout (Trinity-Valley 1684 or approved equal)			

SECTION VI - METER BOXES**Plastic Meter Boxes and Solid Lids - 2-inch hole**

Size & Description	Part Number	Unit Price	Manufacturer
Single Plastic Boxes & Lids			
Single Concrete Boxes & Lids			
Solid Lids with 2" hole			

Part C - Double Plastic Box and Lids

Size & Description			
Double Plastic Boxes & Lid			

SECTION VII - POLYVINYL CHLORIDE PIPE (PVC) AND FITTINGS**PART I - PVC for Water Service****Part A - Pipe - Solvent weld or gasket with couplings for water**

Size & Description	Part Number	Unit Price	Manufacturer
4" SCH 40 PVC			
6" SCH 40 PVC			
6" C-900 PVC CLASS 150			
8" C-900 PVC CLASS 150			
12" C-900 PVC CLASS 150			

Part B - PVC

Quick Tap - Compression	Part Number	Unit Price	Manufacturer
¾" x 2"			
1" x 2"			

Fittings - S/W SCH 40			
2" - 90 degree			
2" - 45 degree			
2" TEES			
2" Caps			
2" Couplings			

Part 2 - PVC for Sewer Service (S/W SCH 40)

Pipe	Part Number	Unit Price	Manufacturer
4" SCH 40			
6" SCH 40			
8" SCH 40			

Fittings (Coupling)			
4"			
6"			
8"			
10"			

Bushings			
6" x 4"			
8" x 6"			

Tees			
4" x 4"			
8" x 6"			
6" x 6"			
6" x 4"			

Inserta Tees			
4P SCH 40 6 SDR26			
4P SCH 40 8 SDR26			
6P SCH 40 8 SDR26			
6P SCH 40 12 SDR26			

Part 2 - PVC for Sewer Service (S/W SCH 40) - (Cont.)

Part F - Caps (S/W SCH 40)

Caps	Part Number	Unit Price	Manufacturer
4"			
6"			

Bends			
4" x 45 degree			
6" x 45 degree			
4" x 22 ½ degree			
4" x 90 degree			

Wyes			
4" x 4"			
6" x 4"			
6" x 6"			
8" x 4"			
8" x 6"			

Clean Out w/ Plug			
4"			
6"			

Fernco's PVC- PVC			
4"			
6"			
8"			

Fernco's VCP - PVC			
4"			
6"			
8"			
10"			

Warranty_____

Delivery needed is one week/Delivery available_____

Supply Point_____

* All substitutions will be submitted in writing and approved at the City of La Marque prior to shipment.

**SIGNATURE PAGE
LM #07-23
WATER AND SEWER SUPPLIES**

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: \$ _____ (Quantity - 1 each)

Company Name

Signature

Printed Name & Title

Address

City, State and Zip

Phone

E-Mail

Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____

**INVITATION TO RE-BID
CITY OF LA MARQUE
“LM 09-23”**

Sealed bids will be accepted for the following bid invitation until 10:00 a.m. Wednesday, August 31, 2022, at which time all bids will be publicly opened in the Council Chambers, located at 1109-B Bayou Road, La Marque, Texas and read for:

“LM 09-23”

Lawn Maintenance Services for City Facilities and Parks

Bids must be submitted to the City of La Marque website bids.cityoflamarque.org

THE CITY OF LA MARQUE DOES NOT ACCEPT FAXED OR EMAILED BIDS

The City reserves the right to accept or reject any or all bids and to accept those proposals that are in the best interest of the City of La Marque. Any bids received after the posted time will be returned unopened.

Please submit any questions to: bids.cityoflamarque.org

SCOPE OF WORK AND SPECIAL CONDITIONS

1. SCOPE OF WORK

The scope of work under this bid shall include all materials, labor, equipment, fuel, supervision, disposal fees, and incidentals for the lawn maintenance service of the city facilities and parks properties listed. It is the contractor's responsibility to follow all City, State and Federal Guidelines in regards to the disposal of trash, debris, etc. All work shall be performed in accordance with all Local, State and Federal regulations in addition to the following:

- a. The Contractor shall have mowing, trimming and clean-up equipment necessary to perform and complete all aspects of the services described herein. The Contractor shall have sufficient mowing, trimming, clean-up, and workforce necessary to complete services in a timely manner.
- b. The mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of grass. All mowing, trimming and clean-up equipment shall be in good repair and qualified operators shall be responsible for the care and handling of the equipment to carry out the requirements of this Contract. Additionally, the Contractor shall have hand mowers, trimmers, and other related clean-up equipment available to complete the work assigned.

- c. The City reserves the right to prohibit the Contractor from working with a piece of equipment it deems to be a danger to the Contractor or the general public. The Contractor warrants that all equipment used in satisfying the Contractor's obligations under this Contract is sufficient for the services required herein. Additionally, the Contractor shall maintain or have immediate access to adequate back-up mowing, trimming, and clean-up equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and/or inadequate machinery or equipment as determined by City staff as assigned, shall be deemed a breach of this contract.
- d. Furnish all materials, labor, equipment, fuel, supervision, disposal fees, and incidentals needed for the completion of the work described below.
- e. Remove all trash/debris/rubbish from the lawn, landscaped areas, and parking lots. If Contractor believes there is trash or debris which is beyond the scope of the contract, the trash/debris will be evaluated by City staff as assigned for determination.
- f. Mow all grass and weeds.
- g. Neatly trim all hedges and trees, as necessary.

- h. Line trim all turf areas, paying close attention to playground equipment, picnic tables, benches, and other fixtures.
- i. Sweep/power blow to clean up landscape related grass, leaves, etc.
- j. Properly dispose of any hedge clippings, tree limbs, trash, debris, etc.
- k. Mowing period shall begin October 8, 2022 and continue through September 30, 2023. The City of La Marque reserves the right to exercise a one-year option to renew, which, if chosen, would expire on September 30, 2023.
- l. The Contractor shall be expected to perform the number of visits per the schedule below:

	Oct.	Nov. - Apr.	May - Sept.	Total # Visits
# Visits Per Location	3 per month	2 per month	4 per month	35

- m. Bid pricing must be submitted on a per service visit fee for each location.



I also need the

City of La Marque

REQUEST FOR BID PROPOSAL

BID Proposal Reference Number: LM 08-23

Project Title: "Mowing, Debris Removal and Securing of Vacant Buildings"

Proposal Closing Date: 10:00 A.M.(CST), Wednesday, August 31, 2022

No Proposals submitted after the above deadline will be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME:	“Mowing, Debris Removal and Securing of Vacant Buildings”
ISSUANCE OF BID PROPOSAL	August 17, 2022
PRE-BID PROPOSAL CONFERENCE:	10:00 A.M (CST), Wednesday, August 24, 2022 Zoom: https://us06web.zoom.us/j/81417271340?pwd=Y3JaTktXTmtPd3NFMDlrczcz5bW5tQT09 The pre-proposal conference will allow all Bid Proposers an opportunity to ask representatives relevant questions and clarify provisions of this Bid Proposal.
DEADLINE FOR QUESTIONS:	2:00 P.M (CST), Wednesday, August 24, 2022 All questions will be answered in the form of an addendum, after the question deadline. All questions related to this Bid Proposal are to be directed to the following link: Upload Questions Here
SUBMITTAL DEADLINE:	10:00 A.M (CST), Wednesday, August 31, 2022
SUBMITAL REQUIREMENT:	Electronic submittals required Upload Submittal Here
CITY OF LA MARQUE COUNCIL AWARD:	A final determination will be made at a future City of La Marque Council meeting. City of La Marque reserves the right to reject any and all request for proposals and waive any and all formalities and conditions.
TERM OF SERVICE/PROJECT:	A one (1) year Agreement with an option to automatically renew for two (2) additional years in one (1) year increments.

CITY OF LA MARQUE
INVITATION TO BID
LM # 08-23

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until 10:00 a.m. Wednesday Aug 2022 for:

“MOWING, DEBRIS CLEAN-UP AND SECURING”

Bids will be received electronically at www.bids.cityoflamarque.org until Wednesday, August 31, 2022 at 10:00 a.m. at which time all bids will be opened and publicly read. Also, as a result of Covid-19 and to protect the community and stop the spread of COVID-19, the bid/proposal opening/acknowledgment will also be held via a scheduled Zoom meeting. The information to join the bid opening via Zoom is the following:

THE PUBLIC TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE MEETING IS:
1 (772) 772-7722

ONCE YOU ARE CONNECTED, YOU MUST ENTER THE FOLLOWING:

Meeting ID: 999 9999 9999

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/9999999999>

Once you are on the website, you may need to enter the following:
Meeting ID: 999 9999 9999

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 afore stated 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.bids.cityoflamarque.org

Any Questions on: LM # 08-23, please contact Cecilia Fields, Code Compliance Supervisor at c.fields@cityoflamarque.org or 409-938-9256, Kathleen Van Stavern, k.vanstavern@cityoflamarque.org

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.

Kierra Nance
City Clerk

TERMS AND CONDITIONS
LM # 08-23
“MOWING, DEBRIS CLEAN-UP and SECURING”

1. Specifications and bidding documents may be secured from www.nids.cityoflamarque.org. Physical submissions are not accepted at this time.
2. This BID is for a year-round mowing contract with the City of La Marque that will begin on **October 1, 2022, and it is agreed that any contract resulting from this bid shall have the option to renew the contract for up to (2) two years in (1) one-year intervals.** The following clauses shall be included in the contract:
 - a: Option Clause: It is agreed that the City of La Marque will have the option to extend the contract for up to TWO (2) additional years, in ONE (1) year intervals. To exercise this option, the City of La Marque shall serve notice at least THIRTY (30) days prior to contract termination or to the end of anyone-year extension. The option to extend shall not be considered if funding is unavailable or the contractor's past performance is not within the City's standards.
3. The prohibition against gratuities and kickbacks shall be conspicuously set forth in every contract and solicitation, therefore. 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. 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.
6. 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. All contractors must complete the State of Texas Ethics 1295 Form and include a signed copy with the completed bid packet, the form may be completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
7. The submission of a bid will constitute an incontrovertible representation by the bidder that he/she

has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

8. **BIDS WILL BE REJECTED IF:**

- a. It is received after the advertised closing date and time for receipt of bids.
- b. It is submitted on a bid proposal form other than that provided by the city; or is incomplete, conditional, obscure or that contains any additions not called for in the specifications.

9. **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.

10. 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.

11. Total price should be all **INCLUSIVE OF CHARGES**, i.e.: mowing per lot price, hauling and disposal fees, quantity specified and the total charge. No increase in price will be paid due to heavy mowing if the contractor does not follow the mowing schedule. **ALL BIDDERS ARE ADVISED TO VISIT EACH LOT ON THE ATTACHED LIST BEFORE FIGURING THE COST PER LOT.**

12. 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, NO EXCEPTIONS.

13. 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.

14. 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.

15. **CONTRACT TERM:** This contract will expire on **September 30, 2023** unless notice has been given by the City of La Marque to the contractor to renew the contract for another year. All work shall be completed prior to the expiration date.

16. The vendor hereby assigns to purchase 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).

17. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.

18. Bids received after the closing time will be returned unopened.
19. All shipping and delivery charges to be paid by supplier. FOB: City of La Marque, 1111 Bayou Rd, La Marque, Texas 77568 or another designated site.
20. All contractors must be registered with the city prior to submitting a bid.
21. Contractor must have available **EQUIPMENT** to move large quantities of debris such as, trailers, dump or otherwise, and or dump trucks, portable power unit for locations w/o power for boarding up windows and doors. Contractor or designee must have materials and be available for emergency boarding/securing of any property if needed along with all mowing and trimming equipment necessary to perform and complete all aspects of the services described herein.
The Contractor shall have sufficient clean-up and mowing equipment and workforce to complete work in a timely manner. All tractors shall also be equipped with the appropriate mowing attachments (rotary cutting mowers). The mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of grass.
22. All clean-up and mowing equipment shall be in good repair and qualified operators shall be responsible for the care and handling of the equipment to carry out the requirements of this Contract. Additionally, the Contractor shall have mowers, weed eaters, and other related clean-up and mowing equipment available to complete the work assigned. The City reserves the right to prohibit the Contractor from working with a piece of equipment the Code Compliance Supervisor or Officer deems to be a danger to the Contractor or the public. The Contractor warrants that all equipment used in satisfying the Contractor's obligations under this contract is sufficient for the services required herein. Additionally, the Contractor shall maintain or have immediate access to adequate backup clean-up and mowing equipment in order to sustain continuous operations in the event of equipment failure. Contractor must submit a list of equipment to complete all work assigned. The use of insufficient and/or inadequate machinery or equipment, as determined by the Code Supervisor or Officer, shall be deemed a breach of this contract.
23. Once the contract is assigned the mowing schedule must be adhered to. Extensions may be granted for inclement weather only on a case-by-case basis.
24. All trash and rubbish must be removed from the lot prior to mowing and any mowed over trash and rubbish must also be removed. Lots must be left clean, including all vegetation and trash on or on fence lines, ditches, trees, and curbs.
25. **BOARDING AND SECURING:** The City of La Marque may request the emergency securing of structures/buildings to protect the life, health, and safety of the public. The contractor will be notified of the location of such structure(s) in writing by email or letter by the Code Compliance Division and must complete the securing of the structure/building(s) within (3) three days of notification. The contractor is responsible for providing all materials and labor needed to secure the structure/building(s) and the disposal of all waste materials left over. Proper disposal of waste material may result in the payment of landfill fees and other expenses to secure the structures on the property, the contractor shall anticipate costs and include these in the bid price on a per door and per window cost.
If severe weather prevents the securing or boarding of a building or structure, the Contractor shall request approval for an extension to the (3) three-day time limit via email or in writing from the Code Compliance Supervisor. Failure of a Contractor to complete securing or boarding of a structure within the allotted time (3) three business days without an approved extension or failure

to perform satisfactory work shall be sufficient cause to terminate the contract.

26. **Litter Removal:** The Contractor shall pick-up and remove all litter and miscellaneous debris throughout the property prior to mowing (if needed) or performing any assigned work. The Contractor shall remove all litter from the ditch, yard, sidewalks, and rights-of-way and place the same in plastic trash bags. Removal and disposal of litter and debris shall be completed by the contractor. Any litter, debris, or trash that is mowed over during maintenance mowing operations, shall be completely removed from the property immediately and prior to proceeding with any additional work assigned. The city may refuse payment to the contractor for any property or lot that all litter or debris that was mowed over and not removed before leaving the property.
27. **Mowing:** The City of La Marque requires the contractor to provide the services of mowing, edging, and trimming on the listed properties attached to this bid, as well as picking up and removing all litter and miscellaneous debris from the property prior to mowing. The grass shall be maintained/mowed to an approximate height of three (3") inches maximum. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of clippings on any paved surface such as streets, parking lots, sidewalks, or driveways or on adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with a work on another property. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the pavement streets, sidewalks, driveways or adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the assigned property.
28. **Trimming:** All assigned Properties requiring mowing services shall be trimmed of all high grass, weeds, and foreign growth found adjacent to or under structures, trees, poles, culverts, fences, curbs, ditches, etc.; in addition to those found growing out of expansion joints and/or cracks in curbs, sidewalks (both sides), driveways, parking lots, and other foundational surfaces on the Property. Special care shall be given to trimming around small trees so as not to inflict damage to the bark of the trees. THE USE OF HERBICIDES REQUIRES PRIOR WRITTEN APPROVAL OF THE CODE COMPLIANCE SUPERVISOR.
29. **INSPECTION:** Code Compliance Officer(s) will inspect every lot or property for compliance with this contract before an invoice will be approved for payment, if a lot or property is found to be in violation of any of the specifications in this bid proposal or contract, the contractor will be notified of the violation and will be allowed 24 hours to correct the violation(s). If the contractor refuses or neglects to correct the violation within the 24 hours after notification, the city shall hold the right to terminate the contract immediately.

DEBRIS DEFINITIONS:

- **Light Debris**-Grass clippings, high weeds (more than (12) twelve inches in height), leaves, paper and plastic litter items, and discarded clothing and textiles of all sorts.
- **Moderate Debris**- Trash items, including but not limited to the following: aluminum or tin cans, toys, bottles, old vessels of sorts, and household items (e.g., dishes, tableware, pots and pans, etc.).
- **Heavy Debris**- Appliances, toilets, furniture, tires, tree trunks, tree limbs and branches.
- **Extra Heavy Debris** - Discarded lumber, construction building materials, bricks, thick foliage, and large trees that must be removed from the property for work to be performed

INCREASES:

Escalation Clause: Should market conditions prevail which dictate an increase, the contractor may submit documentation requesting permission to increase pricing no later than 30 days before receiving notice from the City of La Marque of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City of La Marque in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, NOT PROFITS.

DECREASES:

The City of La Marque 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: Contractors are responsible for correctly calculating the final "per cut" cost on each lot listed, it is highly recommended that all bidders visit each lot before completing final bid.

LM 08-23**"MOWING, DEBRIS CLEAN-UP AND SECURING"****SCOPE OF WORK**

BIDDER **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES BIDDER HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID, PURCHASES MADE FOR CITY USE ARE EXCEMPT FORM THE STATE SALES TAX AND FEDERAL EXCISE TAX **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED AHLL **MEET** OR **EXCEEDS** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

The scope of work under this bid shall include all materials, labor, equipment, supervision and waste and hazardous materials disposal fees and incidentals for the mowing, board up and clearing of residential/commercial/vacant lots. It is the contractor's responsibility to follow all City, State and Federal Guidelines regarding hazardous materials, such as, but not limited to tires, lead based paint or asbestos that may be present. All work shall be performed in accordance with all City, State and Federal regulations in addition to the following:

- a. All rates include pick-up, removal, disposal, landfill, labor, materials, equipment usage, travel cost and fees required to complete the requested services.
- b. Register with the City of La Marque as a contractor. This includes submitting general liability insurance and workers compensation requirements.
- c. The City of La Marque reserves the right to award this contract to one or more contractors if necessary or none.
- d. The attached list of properties must be mowed at the minimum once a month, in some cases certain lots may require mowing twice per month in the heavy growing season. (All ground vegetation on city-maintained lots must not exceed (12") twelve inches in height at any time) The city may request additional mowing of overgrown property or lots not included in this bid or contract and understands that may be out of the scope of the contract. Any

additional mowing or clearing that is requested by the city will be at an additional cost to the city and invoiced separately from this contract or bid.

- e. **The City of La Marque reserves the right to remove any lot on the following lists for any reason. Code Compliance will make every effort to replace any lot that is removed from the list with a replacement lot if one is available. If the lot is purchased and no longer maintained by the city, the contractor will be notified within 24 hours to remove it from his/her mowing list.**
- f. If at any time the contractor is unable to follow the above schedule, the contractor MUST immediately contact the Code Compliance Supervisor. If the contractor fails to maintain the property or lots to the specifications in this bid or contract, the city may terminate this contract immediately in writing and seek another contractor to abate these lots.
- g. The City has provided addresses or property ID numbers and a picture of each lot in this bid, the contractor IS RESPONSIBLE for mowing the correct lot and providing before and after pictures that identify the lot and the date it was mowed every time a lot is mowed, NO EXCEPTIONS. The city will not issue payment for any lots that were mowed without the contractor submitting identifying pictures. If the contractor or employees of the contractor mow any lots that are not on the mowing list provided by the city, the cost for mowing the incorrect lot will be deducted from the invoice submitted. The contractor shall maintain and have available a record of all work performed on every lot or property listed on this bid or contract including pictures, for the duration of the contract for audit if requested by the city at any time during the contract period.

SECURING AND BOARDING OF WINDOWS AND DOORS

The contractor is responsible for providing all materials that will be needed to properly secure or board up a vacant dwelling or building, this must be included in the cost per window or door. The total per door and window shall be separate from the total cost of mowing and entered below.

PER STANDARD WINDOW \$ _____
PER STANDARD DOOR \$ _____

ADDRESS		GALV CO. PARCEL #	OCTOBER 1 ST - FEBUARY 28 TH MOWS PER MONTHS	FEBUARY 28 TH - OCTOBER 1 ST MOWS PER MONTH	SQUARE FOOT PER LOT	COST PER MOW
	ALBERT LOT 10	199649	1	2	9625.0	
108	ANITA LOT	200191	1	1	6385.0	

3	ANITA LOT 13	200199	2	2	5491.0	
610	AZALEA	198012	1	1	10458.0	
515	AZALEA	197964	1	2	16517.0	
2011	BELLVIEW	198885	1	1	7125.0	
2013	BELLVIEW	198886	2	2	7125.0	
1406	BEYRIS	199547	1	1	13524.0	
2601	BOSS	197906	1	1	7125.0	
2127	CEDAR	195840	2	2	10125.0	
909	CHESTNUT	194752	1	1	4324.0	
316	EDGAR	196813	2	2	6250.0	
16	ERIKSSON LOT	196904	1	2	9479.0	
1702	FIFTH AVE	196005	2	2	22433.0	
2409	FLORENCE	196536	1	2	8550.0	
2425	FM 1765	195673	1	2	4818.0	
1501	FOREMAN	196992	1	2	8441.0	
2102	GLENDALE	197116	1	1	9076.0	
1413	GOLIAD	197729	1	2	9802.0	
847	HOLLY	198790	2	2	9750.0	
617	HONEYSUCKLE	197998	1	1	9603.0	
405	HONEYSUCKLE	198028	1	2	10024.0	
2606	HOUSTON DR. N.	197329	1	1	11020.0	
2201	HOWELL	199549	1	1	7081.0	
3005	JEFFERSON	132869	1	1	10863.0	
2010	KANSAS	198827	1	1	7125.0	
2029	KANSAS	198849	1	1	7125.0	
2006	KANSAS	198825	1	1	7125.0	
	KANSAS	198826	1	1	7125.0	
2701	KANSAS	198843	1	1	7125.0	
29	KANSAS	198836	1	1	7125.0	
1731	KANSAS	195044	1	1	7388.0	
6	KANSAS LOT	198818	2	2	7125.0	
1206	LAMAR	197378	1	2	14140.0	
704	LILAC	375987	1	1	8869.0	
1010	LINDEN	198561	2	2	7612.0	
2115	LONESTAR	200082	1	1	7924.0	
	LOT ON PALM	R199589	1	1	10128.0	
	MAGNOLIA LOT	194789	1	1	7500.0	
310	MARTIN LUTHER KING JR	200210	1	2	7685.0	
2527	MAY	198141	1	2	24960.0	
229	NANLEE	198450	1	2	9188.0	
2012	NASHBY	196757	1	1	4000.0	
1819	NEUMAN	196967	1	2	11543.0	

	OAK ST. LOT	196056	2	2	5700.0	
1508	OLEANDER	199010	2	2	10069.0	
1602	OLEANDER	198991	2	2	9349.0	
426	PEAR	196046	2	2	6125.0	
1206	PIRTLE	195428	1	1	9578.0	
1307	PIRTLE	195425	1	1	8513.0	
810	PIRTLE	199816	1	1	7050.0	
	PORTER LOT	301906	1	2	4695.0	
831	RETAMA	198782	1	1	16830.0	
2818	ROSADELE	199295	1	1	8743.0	
1808	ROSALEE	198580	2	2	8029.0	
1826	ROSALEE	199271	2	2	7125.0	
307	ROSS	304813	1	1	7950.0	
226	SARLEE	198454	1	2	9975.0	
2519	STONEWALL	195364	1	2	5250.0	
1847	THOMPSON LOT	199985	1	1	7239.0	
112	UNION	198148	1	1	6385.0	

ORDINANCE NUMBER 737

AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES BY REGULATING VENDORS IN THE CITY RIGHT-OF-WAY OF THE CITY OF LA MARQUE, TEXAS

BE IT ORDAINED BY THE CITY COUNCIL OF LA MARQUE, TEXAS.

Section 1. Findings and Purpose

It is found and declared that:

- (a) The primary purpose of the public streets, sidewalks, and other public ways is for use by vehicular and pedestrian traffic;
- (b) Vending on such public ways promotes the public interest by contributing to an active pedestrian environment;
- (c) Reasonable regulation of vending on public ways is necessary to protect the public health, safety, and welfare; and
- (d) The regulations contained in this ordinance are not intended to prohibit or hamper speech which is protected by the First Amendment, but merely to regulate specific activities which are commercial in nature.

Section 2. Definitions:

- (a) "Motor vehicle" shall mean any vehicle used for the displaying, storing, or transporting of articles for sale by a vendor which is required to be licensed and registered by the state department of motor vehicles. The term is to include trailers, trucks, and automobiles.
- (b) "Public way" shall mean all areas legally open to public use such as public streets, sidewalks, roadways, highways, parkways, alleys, parks, as well as the interior and areas surrounding public buildings.
- (c) "Special event" shall mean any occasion including, but not limited to fairs, shows, exhibitions, city-wide celebrations, festivals, etc. within a specifically defined area of the City of La Marque, Texas, for a period of time not to exceed four days.
- (d) "Stand" shall mean any newsstand, table, bench, booth, rack, handcart, pushcart, or any other fixture or device which is not required to be licensed and registered by the department

of motor vehicles, and is used for the display, storage, or transportation of articles offered for sale by a vendor.

- (e) "Vendor" shall mean any individual, including an employee or agent of a group of individuals, partnership, or corporation, who sells or offers to sell food, beverages, goods, or merchandise on any public way from a stand, motor vehicles, or from his or her person.

Section 3. License Required.

It shall be unlawful for any vendor to sell, display, or offer for sale any food, beverage, goods, or merchandise on a public way within the City of La Marque, Texas, without first obtaining a license from the City Clerk.

Section 4. Application.

The application for a vendor's license shall contain all information relevant and necessary to determine whether a particular license may be issued, including but not limited to:

- (a) Full name, home address, permanent business address (if any), telephone number, driver's license number, three copies of a current full-face photograph, and proof of identity;
- (b) A brief description of the nature, character, and quality of food, beverages, goods, or merchandise to be sold;
- (c) The specific location, if any, in which the vendor intends to conduct business;
- (d) If vendor is employed by or is an agent of another, the name and business address of the principal/hiring person, firm, association, organization, company or corporation.
- (e) If a motor vehicle is to be used in the vending business, a description of the vehicle together with the motor vehicle registration number and the license number;
- (f) A complete listing of any other licenses or permits issued to applicant by the City of La Marque, Texas, within the past five years.

Section 5. Health Permits.

The application of any vendor engaged in the sale of food or beverages shall also be referred to the local health department for

approval of a health permit in addition to the regular vending license. Such vendor's equipment shall be subject to inspections by the health department at the time of application and at periodic intervals thereafter.

Section 6. Issuance of License.

Not later than 30 days after the filing of a completed application for a vendor's license, the applicant shall be notified in writing by the license officer of the decision on the issuance or denial of the license. If the vendor applicant complies with all application requirements and is found to have no nonconformities rationally related to sales on public ways in the City of La Marque, Texas, the applicant shall be issued a vendor's license. If a food and beverage applicant meets the prior requirements, and receives health department approval, then such applicant shall be issued both a vending license and a health permit. Any applicant denied a vending license may seek an appeal pursuant to Section 14. A vending license is valid for a period of one year from the date of issuance.

Section 7. Special Events.

Vendors wishing to conduct business at any special event shall apply to the city for a Temporary Vending License. Application for such a license must be made at least 10 days prior to the beginning of the event. The license is valid only for the duration of the special event. Fees for such licenses shall be as specified in Section 9. Vendors granted a temporary license are subject to the same operating regulations as other vendors, except where otherwise specified.

Section 8. Exemptions.

The following vendors are exempt from the licensing requirements of Sections 3 and 6, but shall otherwise be required to comply with the provisions of this ordinance:

- (a) All religious, non-profit, and charitable organizations, including school groups, and vendors as part of events hosted and organized by such organizations as listed within this section;
- (b) The sale of fresh produce by the grower of such produce;
- (c) Vendors, merchants, exhibitors, and salesman who exhibit, demonstrate, or solicit orders for goods in conjunction with, and as part of, the organized program of conventions, professional meetings, seminars, etc.; and
- (d) Any individual selling newspaper or magazines, or

distributing free samples from his or her person.

Section 9. Fees.

Each vendor granted a license under this ordinance shall pay an annual license fee of \$100.00. Vendor granted Temporary Vending Licenses for special events shall pay a fee of \$10.00 per day of vending permitted.

Section 10. Insurance or Bond.

No license shall be issued to an applicant unless the applicant furnishes proof to the City of a public liability bond or insurance policy in an amount not less than \$100,000 for property damage and injuries, including injury resulting in death, caused by the operation of the vending business.

Section 11. Licenses and Identification Badges.

- (a) The license issued to a vendor shall be carried with the vendor at all times when he or she is engaged in the business of vending. If the vendor sells food or beverages, the health permit must also be displayed.
- (b) In addition to the license, the City shall issue an identification badge to every vendor. Vendors shall display their badges in such a way that the badges may be easily read, while doing business. If a badge becomes damaged or obscured, the vendor shall return it to the City and receive another badge.
- (c) Licenses, permits, and identification badges shall be used only by the person to whom they were issued and may not be transferred to any other person.

Section 12. Restrictions Applicable to All Vendors.

- (a) Stands. Vendor stands shall not:
 - (1) Exceed 10 feet in length, 10 feet in width, or 10 feet in height
 - (2) Impede access to the entrance or driveway of any adjacent building;
 - (3) Occupy more than half of the available sidewalk width or 1 foot of such sidewalk, whichever is less.

- (b) Hours of Operation. Vendors shall be allowed to engage in the business of vending only between 8:00 a.m. and 5:00 p.m. All vending stands must be removed from public property during non-vending hours. When Temporary Vending Permits are sought for special events, etc. (see Section 7), the application may request from the City an exception to the usual hours of operation. All stands used for vending must be removed from public property during non-operating hours.
- (c) Handicapped area. No vendor shall conduct business within 10 feet of any handicapped parking space or access ramp.
- (d) Removal of trash. All trash or debris accumulating within 6 feet of any vending stand shall be collected by the vendor and deposited in a trash containers. All vendors selling food or beverages must provide trash receptacles adjacent to or as a part of their stands.
- (e) Prohibited areas. A vending license issued pursuant to this ordinance is valid only on the public ways of the City of La Marque. The City shall prohibit vendors from selling in specified public ways if it determines such prohibitions are necessary for the protection of public health and safety. Vendor stands and motor vehicles are prohibited within 15 feet of a fire hydrant, fire escape, bus stop, loading zone, or driveway of a fire station, police station, or hospital.
- (f) Noise. No vendor may sound any device which produces a loud and raucous noise, or use or operate any loudspeaker, public address system, radio, sound amplifier, or similar device to attract public attention.
- (g) Motor vehicles. No vendor vending from a motor vehicle shall:
 - (1) Stop, stand or park the vehicle within 30 feet of any intersection, within any other prohibited area, or during prohibited hours;
 - (2) Conduct business in such a way as would increase traffic congestion or delay, constitute a hazard to life or property, interfere with an abutting property owner, or obstruct access to emergency vehicles.
- (g) Pushcarts. Vendors utilizing pushcarts or other mobile, non-motorized vending stands may only conduct business in each location for a period of ten minutes at a time. At the

end of that period, such vendors must move to a new location at least 50 feet from the previous location. Pushcart vendors who do not adhere to these regulations will be considered fixed-location stand vendors, and will be assigned to a fixed location.

Section 13. Suspension or Revocation of License.

- (a) Any license issued under this ordinance may be suspended or revoked for any of the following reasons:
 - (1) Fraud or misrepresentation in the application or the license;
 - (2) Fraud or misrepresentation in the course of conducting the business of vending;
 - (3) Conducting the business of vending in such a manner as to create a public nuisance or constitute a danger to the public health, safety or welfare;
 - (5) Conviction of any crime involving moral turpitude while holding a vending license from the City of La Marque, Texas;
 - (6) Cancellation of Health Department authorization for a food or beverage vending unit due to uncorrected health or sanitation violations.
- (b) Upon suspension or revocation, the City shall deliver written notice to the license holder stating the action taken and the reasons supporting such action. the written notice shall be delivered to the license holder's place of business or mailed to the license holder's last known address.

Section 14. Appeals.

Persons whose licenses have been suspended or revoked may appeal by filing a written notice of appeal with the City Council.

Section 15. Renewals.

Licenses may be renewed, provided an application for renewal and license fees are received by the City no later than the expiration date of the current license. Applications received after that date shall be processed as new applications. The City shall review each application for renewal to determine that the applicant is in full compliance with the provisions of this ordinance. If the City finds that the

application meets the above requirements, the City shall issue a new license.

Section 16. Penalties.

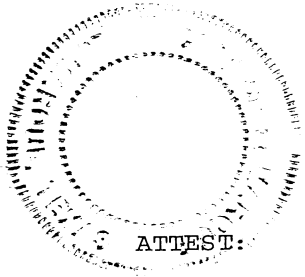
Any person who violates any provision of this ordinance shall be punished by a fine not to exceed \$200.00.

Section 17. Severance Clause.

The provisions of this ordinance are declared to be severable and if any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the validity of any part.

PASSED AND APPROVED on first reading this the 12th day of October, 1992.

PASSED AND ADOPTED on second and final reading this the 9th day of November, 1992.



ATTEST:

Carol L. McLemore
Carol L. McLemore,
City Clerk

Pete W. Rygaard
Pete W. Rygaard,
Mayor