



CITY OF LA MARQUE

CITY COUNCIL REGULAR AGENDA of JUNE 12, 2023

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting on June 12, 2023**, 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://cityoflamarque-org.zoomgov.com/j/1618808925>)**. 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. PRESENTATIONS
 - Proclamation - Alexander Pratt
 - Proclamation - Juneteenth
 - Proclamation - Pride Month
 - Proclamation - Stop the Violence
 - Recognition - Introduction of Summer 2023 Interns
5. 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 or presiding officer your full legal name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. *Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet or computer, or stand if attending in person, and the mayor will call on you in turn.*

6. MINUTES

- Council Retreat Minutes of June 6, 2023
- Special Meeting Minutes of May 15, 2023
- Regular Meeting Minutes of May 08, 2023

Documents:

[DRAFT 06.06.2023 MINUTES.PDF](#)
[DRAFT 05.15.2023 MINUTES.PDF](#)
[DRAFT 05.08.2023 MINUTES.PDF](#)

7. PUBLIC HEARINGS

Conduct Public Hearing to hear public input on:

7.I. Ordinance No. O-2023-0004

Amending the fiscal year 2021-22 Budget for various funds' expenditures by decreasing various funds' fund balances, increasing certain expenditures to individual budget accounts in various funds, and increasing certain revenues in various funds as set forth in Exhibit A.

Documents:

[AGENDA FORM - BUDGET AMEND 2022 YE SECOND READING.PDF](#)
[ORDINANCE- YEAR END BUDGET AMENDMENT 2022.PDF](#)
[FINANCE BUDGET AMENDMENT EXHIBIT A FOR 6-12-23.PDF](#)

8. ORDINANCES

Discussion/ possible action regarding approving:

8.I. Ordinance No. O-2023-0004

Amending the fiscal year 2021-22 Budget for various funds' expenditures by decreasing various funds' fund balances, increasing certain expenditures to individual budget accounts in various funds, and increasing certain revenues in various funds as set forth in Exhibit A.

THIS IS THE SECOND AND FINAL READING

Documents:

[AGENDA FORM - BUDGET AMEND 2022 YE SECOND READING.PDF](#)
[ORDINANCE- YEAR END BUDGET AMENDMENT 2022.PDF](#)
[FINANCE BUDGET AMENDMENT EXHIBIT A FOR 6-12-23.PDF](#)

9. RESOLUTIONS

Unless otherwise specified, the City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

9.I. Resolution No. R-2023-0036

Calling a Recall Election for the position of Councilmember District C

Documents:

[RECALL ELECTION RESOLUTION.PDF](#)
[DISTRICT C RECALL CERTIFICATION LETTER.PDF](#)

9.II. Resolution No. R-2023-0037

Accepting the preliminary plat of approximately 6.492 acres located in the William K. Wilson League Abstract No. 208

Documents:

[AGENDA FORM- TMS GULF GREYHOUND PRELIMINARY PLAT.PDF](#)
[RESOLUTION- PRELIMINARY PLAT MS GULF GREYHOUND.PDF](#)
[LOR TO APPROVE MS GULF GREYHOUND.PDF](#)
[MS GREYHOUND TRACT PRELIMINARY PLAT APPLICATION.PDF](#)
[PZ APPROVAL OF MS GREYHOUND PRELIMINARY PLAT.PDF](#)
[STAFF REPORT PRELIMINARY PLAT FOR MS GREYHOUND, LLC.PDF](#)

9.III. Resolution No. R-2023-0038

Issuing a Conditional Use Permit for Hunt Energy Network Battery Storage Facility

Documents:

[AGENDA FORM- HUNT ENERGY NETWORK BATTERY STORAGE CONDITIONAL USE PERMIT.PDF](#)
[RESOLUTION - CUP HUNT ENERGY.PDF](#)
[BATTERY STORAGE GCAD MAP OF 200 FT PROPERTIES PID363493.PDF](#)
[HUNT ENERGY BATTERY STORAGE FACILITY FOR TXNM CONDITIONAL USE PERMIT.PDF](#)
[HUNT ENERGY NETWORK - CONDITIONAL USE APPLICATION.PDF](#)
[BATTERY GCAD LIST OF 200FT PROPERTY OWNERS NAMES AND ADDRESSES COPY OF PID363493_REPORT.PDF](#)

9.IV. Resolution No. R-2023-0039

Authorizing the reconstruction of a local bridge along Oak Street in the City of La Marque, Texas

Documents:

[AGENDA FORM- OAK STREET BRIDGE PROJECT.PDF](#)
[RESOLUTION - OAK STREET.PDF](#)
[NEW CITY OF LA MARQUE BRIDGE PROJECT APPROVED FOR FUNDING BY TXDOT.PDF](#)
[OAK STREET BRIDGE - GOOGLE MAPS.PDF](#)
[GOOGLE MAPS - OAK STREET BRIDGE LOCATION.PDF](#)

9.V. Resolution No. R-2023-0040

Acknowledging the relationship between the La Marque Garden Club and the City of La Marque

Documents:

[RESOLUTION - GARDEN CLUB MOU.PDF](#)
[GARDEN CLUB MOU.PDF](#)

10. CITY MANAGER REPORT

a submitted report to update Council and Community on the standard operations of the City, report can be acknowledged as whole or discussed at the pleasure of Council.

- Recognition of LMPD Officers

- Citywide Sanitary Sewer Inflow & Infiltration Reduction Project Rebid
- Auction

Documents:

[RECOGNITION OF LMPD EMPLOYEES FOR RECENT AWARDS.PDF](#)
[CITYWIDE SANITARY SEWER PROJECT REBID.PDF](#)
[AUCTION - EQUIPMENT.PDF](#)
[1989 GRADALL.PDF](#)
[1996 GMC DUMP TRUCK.PDF](#)
[BULLDOZER.PDF](#)
[1985 GMC DUMP TRUCK.PDF](#)
[1987 GRADALL.PDF](#)

11. NEW BUSINESS

Items presented to the Council for discussion and possible action:

11.I. Request For Proposal

Authorizing publication of a Request for Proposal for Disaster and/or Storm Recovery Services

Documents:

[AGENDA FORM- DISASTER DEBRIS PICKUP RFP 2023.PDF](#)
[2023 RFP DISASTER AND STORM RECOVERY SERVICES CITY OF LA MARQUE.PDF](#)

11.II. Request For Proposal

Authorizing publication of a Request for Proposal for Disaster Debris Monitoring and Consulting Services

Documents:

[2023 RFP DISASTER DEBRIS MONITORING AND CONSULTING SERVICES.PDF](#)
[AGENDA FORM- DISASTER DEBRIS MONITORING RFP 2023.PDF](#)

11.III. Upcoming Events

City Events and Important Dates for Community Awareness

- Juneteenth Closure - June 19, 2023
- Youth Fishing & Kayaking Day - June 21, 2023
- Rock Painting Party - June 23, 2023
- Life & Liberty in La Marque - July 1, 2023

Documents:

[06.19 JUNETEENTH CLOSURE.PNG](#)
[PARKS EVENT.PNG](#)
[KINDNESS ROCKS PAINT PARTY.PNG](#)

11.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.

12. 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 551.087 (Economic Development)

12.I. Section 551.071 (Consultation With Attorney)

La Marque Economic Development Corporation vs Texas City Terminal Railway Company;
Cause Number 20-CV0633 in the 122nd District Court of Galveston County Texas

13. ACTIONS TAKEN FROM EXECUTIVE SESSION

13.I. Section 551.071 (Consultation With Attorney)

La Marque Economic Development Corporation vs Texas City Terminal Railway Company;
Cause Number 20-CV0633 in the 122nd District Court of Galveston County Texas

14. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on June 9, 2023 at 1:30 p.m.

Kierra K. Nance, TRMC

City Clerk



**CITY OF LA MARQUE
CITY COUNCIL
RETREAT MINUTES
of
JUNE 6, 2023**

Minutes of a **Council Retreat** held in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas** **as well as via videoconference hosted through Zoom** on **June 6, 2023**, beginning at **6:00 PM** :

6/6/2023 - Minutes

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 12:49 p.m.

2. ROLL CALL

All members of the council were present, with Councilmember Carlson appearing via Zoom from 208 Washington St. Mosier, Oregon.

3. NEW BUSINESS

3.I. City Manager Recap

City Manager Garcia with the assistance of Finance Director Kou and City Attorney Knebel gave a recap on legal cases and city finances.

3.II. Council Priorities

Each Councilmember gave a brief list of their priorities with the overarching council priority list being economic development, public safety, infrastructure, and efficiency within city departments.

3.III. City Manager Forecast

City Manager Garcia with the assistance of Garrett Rimer of Clearpoint gave a brief presentation of the Clearpoint system and discussed projected finances and staffing needs.

3.IV. Council Appointed Positions

This item was removed from discussion.

3.V. Organizational Chart

Discussions regarding the need for efficiency and restructuring across city departments ensued.

3.VI. Bonds

Brad Angst and David Webb of Stifel Public Finance gave a brief overview of the city's financial

obligations and potential funding mechanisms available to the city at present.

3.VII. Budget Priorities

This item was removed from discussion.

3.VIII. Roundtable Discussion

Discussion ensued regarding council heartburns related to city functions, expectations amongst fellow council members, and vision for the city.

4. EXECUTIVE SESSION

There was no executive session.

5. ADJOURNMENT

***Meeting was adjourned at 8:49 p.m.*

Keith Bell
Mayor

Kierra K. Nance, TRMC
City Clerk



**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL MINUTES
of
MAY 15, 2023**

Minutes of a **Regular Meeting** held in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom** on **May 15, 2023**, beginning at **6:00 PM** :

5/15/2023 - Minutes

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:07 p.m.

2. ROLL CALL

All members of Council were present, with Councilmember Carlson attending via Zoom from 208 Washington St. Mosier, Oregon.

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Yancy gave the invocation and Councilmember McAuliffe seconded. **MOTION PASSED UNANIMOUSLY.**

4. RESOLUTIONS

4.I. Resolution No. R-2023-0034

Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2023-0034. Councilmember Carlson seconded. **MOTION PASSED UNANIMOUSLY.**

4.II. Resolution No. R-2023-0035

Councilmember Carlson made a motion to adopt Resolution No. R-2023-0035. Councilmember McAuliffe seconded. **MOTION PASSED UNANIMOUSLY.**

5. NEW BUSINESS

5.I. District B Oath Of Office

Marcelino Compian administered the Oath of Office to Mayor Pro Tem Compian.

5.II. District D Oath Of Office

Council gave their farewell remarks to Councilmember McAuliffe, thanking her for her knowledge, wisdom, advocacy, fierceness, and camaraderie. Councilmember McAuliffe spoke to the "magic" of

having leadership change over, stating that her time on council has been a privilege.

Mayor Bell administered the Oath of Office to newly elected Councilmember James Ross.

***Councilmember McAuliffe exited the dias at 6:31 p.m. as Councilmember Ross is seated.*

5.III. Items For The Good Of The Order

Councilmember Carlson welcomed Councilmember Ross and shared that he is working with Omega Bay on issues with their drainage.

Councilmember Yancy congratulated Councilmember Ross and wished everyone a safe Memorial Day.

Mayor Bell congratulated and welcomed Councilmember Ross. He thanked City Manager Garcia and the Charter Review Committee Chairman James Osteen for their work regarding preparations for the Special Charter Election. He also thanked staff for the hard work they put into hosting the Galveston County Mayor and Councilmember's Association meeting on May 10, 2023 as well as the La Marque High School Jazz Ensemble for their performance.

Councilmember Ross thanked Councilmember McAuliffe for the work that she has done and hopes for her mentorship. He also looks forward to working with the council to create a better La Marque.

Mayor Pro Tem spoke, stating that there is no "us against them" situation, and he is open and available to everybody. "We become a stronger community by building stronger relations."

5.IV. Upcoming Events

City Manager Garcia reminded the community of the Great American Clean Up event on May 20, 2023.

6. EXECUTIVE SESSION

There was no Executive Session.

7. ACTIONS TAKEN FROM EXECUTIVE SESSION

No action was taken.

8. ADJOURNMENT

Mayor Pro Tem Compian made a motion to adjourn. Councilmember Ross seconded. **MOTION PASSED UNANIMOUSLY.**

Keith Bell

Mayor

Kierra K. Nance, TRMC

City Clerk

DRAFT



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MINUTES
of
May 8, 2023**

Minutes of a **Regular Meeting** held in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom** on **May 8, 2023**, beginning at **6:00 PM** :

5/8/2023 - Minutes

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:07 p.m.

2. ROLL CALL

All members were present with Councilmember Carlson appearing via zoom from 208 Washington St Mosier, Or.

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Compian gave the invocation and Councilmember McAuliffe led the pledge.

4. CITIZENS PARTICIPATION

- Garri Tigranyan (821 Laurel) spoke to see if there is any interest from the City in his property.
- Joseph Lowry (2503 Cedar Dr) spoke regarding the employment of the Police Chief. He also spoke regarding a text message that was read at the previous council meeting as well as complaints he made and the lack of action against those members.
- Ginger Mannett (809 Grassy Knoll) spoke, questioning how the rezoning item was on the agenda so quickly after the last meeting when nothing had been decided.
- Jose Ramon Diaz (2512 Stonewall) spoke regarding standing water, mosquitos, and frogs in the ditch next to his home. He also spoke regarding a broken street light near his home.
- Robert Michetich (24 N Curlew) spoke regarding a recall petition against a councilmember and gave the city manager documents regarding the reason the recall petition persists.
- Keith Henry (Family Service Center for Mental Health and Wellbeing) spoke to say thank you to Councilwoman Yancy for her Stop the Violence initiative and the organization is looking forward to a potential future partnership.

5. ORDINANCES

5.1. Ordinance No. O-2023-0003

After discussion with the attorney, it was decided to allow the applicant, Michael Haapanemi of Piney Point Development, and the Salt Grass Crossing Home Owner's Association President Ginger Mannett to participate in the discussion.

Councilmember Yancy questioned the timeline of how to move forward with this item. City Attorney Knebel advised proceeding with taking action on this item, whatever the council decides, as there is no authority to regulate what item goes into the property outside of ensuring that the development adheres to the zoning requirement.

Much discussion between the developer and the council ensued, with Ms. Mannett sharing her opposition to the process, as she states that there are over 800 homes in one community and 422 in another, and the developer has not spoken with all of the residents.

Council shared their concerns regarding the implications of this rezone.

Councilmember Yancy made a motion to deny Ordinance No. O-2023-0003. Councilmember Carlson seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

5.II. Ordinance No. O-2023-0004

Finance Director stated that this is a standard procedure at year-end during the audit process. This is just reconciling any changes to the budget made by the council throughout the year.

Councilmember McAuliffe shared that it would be really helpful in the future if a brief summary of what changes were made.

Mayor Pro Tem Compian clarified some questions regarding expenditures on the summary.

Mayor Pro Tem Compian made a motion to approve Ordinance No. O-2023-0004. Councilmember Carlson seconded. **MOTION PASSED UNANIMOUSLY.**

6. RESOLUTIONS

6.I. Resolution No. R-2023-0026

City Attorney Knebel gave a brief overview of this item.

Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2023-0026. Councilmember McAuliffe seconded. **MOTION PASSED UNANIMOUSLY.**

6.II. Resolution No. R-2023-0027

Councilmember McAuliffe made a motion to adopt Resolution No. R-2023-0027. Councilmember Yancy seconded. **MOTION PASSED UNANIMOUSLY.**

6.III. Resolution No. R-2023-0028

City Manager Garcia gave a brief overview of this item.

Mayor Pro Tem Compian questioned the ask amount regarding the Delany Road application, Public Works Director Rick Sailer spoke stating that this application focused on "curb and gutter" streets, anything else would be considered a major road rehabilitation.

Councilmembers Yancy and Carlson asked questions regarding Lake Road and were assured that this street is included in the Capital Improvements Plan.

Councilmember Carlson made a motion to adopt Resolution No. R-2023-0028. Mayor Pro Tem Compian seconded. **MOTION PASSED UNANIMOUSLY.**

6.IV. Resolution No. R-2023-0029

City Attorney Knebel explained the restrictive covenant that is being requested to be removed and the reason for the removal.

Mayor Bell abstained from the vote due to a conflict of interest.

Councilmember McAuliffe made a motion to adopt Resolution No. R-2023-0029. Councilmember Yancy seconded. **MOTION PASSED with 4 AYES and 1 ABSTENSION.**

6.V. Resolution No. R-2023-0030

Mayor Bell abstained from this vote due to a conflict of interest.

Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2023-0030. Councilmember Yancy seconded. **MOTION PASSED with 4 AYES and 1 ABSTENSION.**

6.VI. Resolution No. R-2023-0031

A brief discussion regarding the use of Naloxone ensued.

Councilmember McAuliffe made a motion to adopt Resolution No. R-2023-0031. Councilmember Carlson seconded. **MOTION PASSED UNANIMOUSLY.**

6.VII. Resolution No. R-2023-0032

Public Works Director Sailer briefly overviewed the event that caused this request. Mayor Bell requested further information regarding if this item would be covered by insurance.

Councilmember McAuliffe made a motion to adopt Resolution No. R-2023-0032. Councilmember Carlson seconded. **MOTION PASSED UNANIMOUSLY.**

6.VIII. Resolution No. R-2023-0033

City Manager Garcia gave a brief overview of this project and the financial challenges that inflation and supply chain issues have caused in moving the project forward.

Mayor Pro Tem Compian questioned the delays in this project and requested an update at a future meeting on the 2020 Certificate of Obligations. Mayor Bell also questioned the delays and requested further information from the City Attorney.

City Engineer Dinh Ho updated the Council on the processes of the General Land Office. Grantworks Representative Anthony Gonzales also spoke regarding this item.

Councilmember McAuliffe questioned the timeline of the project. It was explained that although this was originally a 2 year project an extension has been filed and there is now a completion date of December 2024.

Councilmember McAuliffe made a motion to adopt Resolution No. R-2023-0033. Councilmember Carlson seconded. **MOTION PASSED UNANIMOUSLY.**

7. CITY MANAGER REPORT

Mayor Pro Tem highlighted the Leading the Way in Advancing Government Telecommunications Award.

Councilmember McAuliffe shared her opinion that the La Marque 2050 program be outsourced.

Report stood as submitted.

8. NEW BUSINESS

8.I. Regular Meeting May 22, 2023

***Councilmember Carlson exited the meeting at 7: 39 p.m.*

Councilmember Yancy made a motion to approve canceling the Regular City Council meeting of May 22, 2023. Mayor Pro Tem Compian seconded. **MOTION PASSED UNANIMOUSLY.**

8.II. Request For New Programs And Events

***Councilmember Carlson returned at 7:42 p.m.*

Councilmember McAuliffe spoke regarding the need for a spectrum regarding the requirements in the proposal request aligned with the requested use and the section regarding background checks.

***Councilmember Carlson exited the room at 7:56 p.m.*

After much discussion regarding narrowing the scope of this proposal, no action was taken on this item.

8.III. Procurement Card

Mayor Pro Tem Compian made a motion to approve participation in the Tarrant County contract with JP Morgan Chase bank for City's procurement card program. Councilmember McAuliffe seconded. **MOTION PASSED UNANIMOUSLY.**

8.IV. FY 2023 Rural And Small Department Violent Crime Reduction Program

***Councilmember Carlson returned at 8:00 p.m.*

Councilmember McAuliffe questioned the rationale behind expediting the process of bringing on a crime analyst full-time and not utilizing some of the funding for the community mental health position that the council has spoke about at length.

Police Chief Aragon spoke regarding the timeline of the submission deadline.

Councilmember Yancy made a motion to approve submitting an application for the FY 2023 Rural and Small Department Violent Crime Reduction Program. Councilmember McAuliffe seconded. **MOTION PASSED UNANIMOUSLY.**

8.V. Upcoming Events

Stood as submitted.

8.VI. Items For The Good Of The Order

Councilmember Carlson thanked everyone who put on the Hurricane Huddle. It looks like everyone had

a great time.

Councilmember Yancy thanked everyone for an amazing Stop The Violence Week and gave a shoutout to everyone who participated. "When you ask a person who put the gun down, you have to put something else in their hands." The City's violent crime is down 35%, and there was a great synergy. She also announced Mother's Day is the following Sunday and encouraged all to reflect on the mothers in their life.

Councilmember McAuliffe stated that it had been a pleasure and privilege, as always. She is incredibly grateful for this experience. Thank you to the staff, the Council, and everyone who did the invisible work to get everyone here.

Mayor Pro Tem Compian spoke about the camaraderie that was experienced on election day with all of the candidates, former council members, and citizens all sitting together, conversing and communicating. He thanked all the residents of District B who came out to vote. He shared his hope that "we do better" in regard to voting, not to allow democracy to be in the hands of "the chosen few." He complimented Centerpoint Energy for the correction of their new towers and the work they are doing to help beautify the community.

Mayor Bell announced that the City of La Marque would be hosting the Galveston County Mayor and Council's Association Dinner for the first time in 3 years. He also made a request for the total amount of funding that should have been allocated to the Omega Bay TIRZ. He shared that several Charter Amendments were passed during this election season, some were denied, and we accept both verdicts. He congratulated both Mayor Pro Tem Compian on his re-election and new Councilmember James Ross, while also acknowledging that this election means the end of Councilmember Casey McAuliffe's service on this Council. He requested a proclamation acknowledging Stop the Violence Week and that the City begin to highlight the City's summer internship program and the expansion through our community partners.

9. EXECUTIVE SESSION

There was no executive session.

10. ACTIONS TAKEN FROM EXECUTIVE SESSION

No action was taken.

11. ADJOURNMENT

Councilmember McAuliffe made a motion to adjourn. Councilmember Yancy seconded. **MOTION PASSED UNANIMOUSLY.**

***Meeting was adjourned at 8:24 p.m.*

Keith Bell

Mayor

Kierra K. Nance, TRMC

City Clerk

DRAFT



CITY COUNCIL AGENDA FORM

Meeting Date: **June 12, 2023**

Prepared by: Suzy Kou

Department: Finance

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting an ordinance amending the fiscal year 2021-22 Budget for various funds' expenditures by decreasing various funds' fund balances and increasing certain expenditures to individual budget accounts in various funds and increasing certain revenues in various funds as set forth in Exhibit A. This is the Second Reading.

☒

1. Ordinance
2. Exhibit A

STAFF BRIEFING:

- During the fiscal year, the City received and expended PID transactions which require appropriations before year end.
- During the year, the City had a few unanticipated expenditure in special revenue funds, capital projects fund, and disaster fund which were not included in the original adopted budget at the beginning of the year.
- The ordinance is to amend the budget administratively and to match with actual approved expenditures.
- All capital expenditures exceeding \$25,000 have been individually approved by Council during the fiscal year.

HISTORY:

TARGET IMPLEMENTATION: June 12, 2023

SIGNIFICANT ACTION DATES:

May 8, 2023 - First reading of the ordinance

June 12, 2023 - Second reading of the ordinance

Cost Details:	
Budgeted	-0-
Actual Bid	
Estimated Expenditure	See Exhibit A
Acct. Name(s)	See Exhibit A



CITY COUNCIL AGENDA FORM

ACTION:

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

Line Items #	See Exhibit A
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve Ordinance Amending the 2021-22 budget.

FISCAL IMPACT: See Exhibit A

ORDINANCE O-2023-0004

AN ORDINANCE AMENDING THE CITY OF LA MARQUE 2021-2022 BUDGET FOR VARIOUS EXPENDITURES AT THE END OF FISCAL YEAR BY DECREASING VARIOUS FUNDS' FUND BALANCES AND INCREASING CERTAIN EXPENDITURES TO INDIVIDUAL BUDGET ACCOUNTS IN VARIOUS FUNDS AND INCREASING CERTAIN REVENUES IN VARIOUS FUNDS AS SET FORTH IN ATTACHED EXHIBIT "A" BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS;

Section 1. That the City La Marque 2021-2022 Fiscal Year Budget is hereby amended for various expenditures at end of fiscal year by decreasing various funds' fund balances and increasing certain expenditures to the individual budget accounts in various funds and increasing certain revenues in various funds as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 2. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code*.

PASSED AND APPROVED by City Council of the City of La Marque, Texas, on this the first reading this the **8th** day of **May** 2023.

PASSED, APPROVED and ADOPTED by City Council of the City of La Marque, Texas, on this the second and final reading this the ____ day of _____, 2023.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra K. Nance

City Clerk

EXHIBIT A

Fiscal Year 2021-22

Funds	Accounts	Descriptions	Expenditure	Revenue	Fund Balance	Reasons
Drug Seizure	12-4040-00-00	Professional services	22,597.00			Contractor help
Drug Seizure	12-4050-00-00	Special operation	35,416.00			Software for narcotic detectives
Drug Seizure	12-2401-00-00	Fund balance			-58,013.00	
TIRZ-Omega Bay	26-9001-00-00	Transfer In from General Fund		62,710.00		FY 2022 Omega Bay TIRZ collection
General Fund	01-8026-00-00	Transfer Out to Fund 26 TIRZ Omega B.	62,710.00			FY 2022 Omega Bay TIRZ collection
TIRZ-Omega Bay	26-2401-00-00	Fund Balance			62,710.00	
General Fund	01-2401-00-00	Fund Balance			-62,710.00	
PID Section 1	17-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 2	21-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 3	22-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 4	23-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 5	25-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 1	17-2401-00-00	Fund balalnce			-100,000.00	
PID Section 2	21-2401-00-00	Fund balalnce			-100,000.00	
PID Section 3	22-2401-00-00	Fund balalnce			-100,000.00	
PID Section 4	23-2401-00-00	Fund balalnce			-100,000.00	
PID Section 5	25-2401-00-00	Fund balalnce			-100,000.00	
CDBG Grant	39-3016-00-00	Mitigation Harvey grant proceeds		3,146,211.00		Grant project
CDBG Grant	39-7114-24-00	Capital project	3,146,211.00			Grant project
2016 CO	47-7001-06-00	Fire Station project	146,137.00			Final payment settlement
2016 CO	47-2401-00-00	Fund balance			-146,137.00	
Sanitation	63-6024-14-00	Residential	165,000.00			September sanitation payment
Sanitation	63-6028-14-00	Commercial	13,000.00			September sanitation payment
Sanitation	63-6031-14-00	Container collection	72,000.00			September sanitation payment
Sanitation	63-2401-00-00	Fund balance			-250,000.00	
Capital projects	65-7021-05-00	Police facility professional services	50,764.00			Architech/engineering serv for police station
Capital projects	65-7001-12-01	Boat Ramp engineering	81,117.00			Texas Parks and Wildlife grant project
Capital projects	65-7040-13-00	PEG capital	43,379.00			Computers and cameras
Capital projects	65-2401-00-00	Fund balance			-175,260.00	
Disaster Fund	70-2010-01-03	COVID supplies	1,065.00			COVID supplies
Disaster Fund	70-2010-05-03	COVID supplies	48.00			COVID supplies
Disaster Fund	70-2010-06-03	COVID supplies	239.00			COVID supplies
Disaster Fund	70-2010-12-07	Storm Nicholas	41,400.00			Debris removal due to storm Nicholas Oct 2021
Disaster Fund	70-2010-12-07	Storm Nicholas	17,956.00			Emergency debris removal at dump site
Disaster Fund	70-3020-24-02	Harvey damages	37,500.00			Duplex lift station pump #8 rehab
Disaster Fund	70-8001-99-00	Transfer out ARPA	2,149,943.01			to General Fund
Disaster Fund	70-8002-99-00	Transfer out ARPA	2,145,702.43			to Utility Fund
Disaster Fund	70-2401-00-00	Fund balance			-98,208.00	
Disaster Fund	20-3700-00-00	ARPA proceeds		4,295,645.44		
PEG	88-7040-13-00	PEG expense	440.00			Software
PEG	88-2401-00-00	Fund balance			-440.00	



CITY COUNCIL AGENDA FORM

Meeting Date: **June 12, 2023**

Prepared by: Suzy Kou

Department: Finance

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting an ordinance amending the fiscal year 2021-22 Budget for various funds' expenditures by decreasing various funds' fund balances and increasing certain expenditures to individual budget accounts in various funds and increasing certain revenues in various funds as set forth in Exhibit A. This is the Second Reading.

☒

1. Ordinance
2. Exhibit A

STAFF BRIEFING:

- During the fiscal year, the City received and expended PID transactions which require appropriations before year end.
- During the year, the City had a few unanticipated expenditure in special revenue funds, capital projects fund, and disaster fund which were not included in the original adopted budget at the beginning of the year.
- The ordinance is to amend the budget administratively and to match with actual approved expenditures.
- All capital expenditures exceeding \$25,000 have been individually approved by Council during the fiscal year.

HISTORY:

TARGET IMPLEMENTATION: June 12, 2023

SIGNIFICANT ACTION DATES:

May 8, 2023 - First reading of the ordinance

June 12, 2023 - Second reading of the ordinance

Cost Details:	
Budgeted	-0-
Actual Bid	
Estimated Expenditure	See Exhibit A
Acct. Name(s)	See Exhibit A



CITY COUNCIL AGENDA FORM

ACTION:

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

Line Items #	See Exhibit A
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve Ordinance Amending the 2021-22 budget.

FISCAL IMPACT: See Exhibit A

ORDINANCE O-2023-0004

AN ORDINANCE AMENDING THE CITY OF LA MARQUE 2021-2022 BUDGET FOR VARIOUS EXPENDITURES AT THE END OF FISCAL YEAR BY DECREASING VARIOUS FUNDS' FUND BALANCES AND INCREASING CERTAIN EXPENDITURES TO INDIVIDUAL BUDGET ACCOUNTS IN VARIOUS FUNDS AND INCREASING CERTAIN REVENUES IN VARIOUS FUNDS AS SET FORTH IN ATTACHED EXHIBIT "A" BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS;

Section 1. That the City La Marque 2021-2022 Fiscal Year Budget is hereby amended for various expenditures at end of fiscal year by decreasing various funds' fund balances and increasing certain expenditures to the individual budget accounts in various funds and increasing certain revenues in various funds as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 2. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code*.

PASSED AND APPROVED by City Council of the City of La Marque, Texas, on this the first reading this the **8th** day of **May** 2023.

PASSED, APPROVED and ADOPTED by City Council of the City of La Marque, Texas, on this the second and final reading this the ____ day of _____, 2023.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra K. Nance

City Clerk

EXHIBIT A

Fiscal Year 2021-22

Funds	Accounts	Descriptions	Expenditure	Revenue	Fund Balance	Reasons
Drug Seizure	12-4040-00-00	Professional services	22,597.00			Contractor help
Drug Seizure	12-4050-00-00	Special operation	35,416.00			Software for narcotic detectives
Drug Seizure	12-2401-00-00	Fund balance			-58,013.00	
TIRZ-Omega Bay	26-9001-00-00	Transfer In from General Fund		62,710.00		FY 2022 Omega Bay TIRZ collection
General Fund	01-8026-00-00	Transfer Out to Fund 26 TIRZ Omega B.	62,710.00			FY 2022 Omega Bay TIRZ collection
TIRZ-Omega Bay	26-2401-00-00	Fund Balance			62,710.00	
General Fund	01-2401-00-00	Fund Balance			-62,710.00	
PID Section 1	17-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 2	21-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 3	22-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 4	23-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 5	25-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 1	17-2401-00-00	Fund balalnce			-100,000.00	
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Disaster Fund	70-2010-05-03	COVID supplies	48.00			COVID supplies
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Disaster Fund	70-2401-00-00	Fund balance			-98,208.00	
Disaster Fund	20-3700-00-00	ARPA proceeds		4,295,645.44		
PEG	88-7040-13-00	PEG expense	440.00			Software
PEG	88-2401-00-00	Fund balance			-440.00	

RESOLUTION NO 2023-00__

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS CALLING A RECALL ELECTION FOR THE POSITION OF COUNCILMEMBER DISTRICT C; 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 April 19, 2023, 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 April 19, 2023, 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 May 12, 2023, 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 of District C in the City of La Marque, Texas.

WHEREAS, the City Clerk of La Marque, Texas determined that 115 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 105 signatures were required for a recall petition of the position of Councilmember District C 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 May 18, 2023.

WHEREAS, the incumbent 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 7, 2023. Early voting shall be conducted from October 23, 2023 through November 3, 2023.

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

SHALL MICHAEL CARLSON BE REMOVED FROM THE OFFICE OF COUNCILMEMBER DISTRICT C BY RECALL?"

____ FOR THE RECALL OF MICHAEL CARLSON
____ AGAINST THE RECALL OF MICHAEL CARLSON

Section 4. The deadline to register to vote in this election is October 10, 2023.

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 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 June 2023.

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



May 18, 2023

Honorable Mayor and City Council
Cesar Garcia, City Manager

RE: Recall Petition Certification

On April 19, 2023 petitioner Robert Michetich filed an affidavit with the City Clerk's office to obtain a Recall Petition for the District C position. The petitioner was issued 12 petition pages and required 105 qualified signatures to be successful. The petitioner returned on May 12, 2023 to return the petition which was received by the City Receptionist and then submitted to the City Clerk.

The petitioner returned 11 of 12 pages, excluding what is identified as page 8 from the submission, containing 121 unverified and unvalidated signatures. After a thorough review by the City Clerk's Office, a total of 115 registered voters were identified and verified.

For these reasons, I hereby certify that this petition is a valid petition and exceeds the minimum requirements to satisfy the Recall Initiative for District C.

As of May 18, 2023, Councilmember Carlson has been formally notified of the status of this petition and per Charter Section 5.15 the officer has (5) days to submit a resignation if they so choose. If the officer does not choose to resign the Council shall then order a recall election to be held at the next uniform election date.

Respectfully,

Kierra K. Nance, TRMC
City Clerk





CITY COUNCIL AGENDA FORM

Meeting Date: June 12, 2023
Prepared by: Kathleen Van Stavern
Department: Development Services

Agenda item: _____
Reviewed by: Kathleen Van Stavern

AGENDA ITEM DESCRIPTION: Discussion / possible action regarding a request for preliminary plat approval for MS Gulf Greyhound, being approximately a 6.492-acre tract of land located in the William K. Wilson League, Abstract No 208 in La Marque, Galveston County, Texas. Galveston County Property ID No 747309, located on the Gulf Greyhound Tract facing FM 1764.



ATTACHMENTS FOR REFERENCE

1. Letter of Recommendation from Adico, LLC
2. Preliminary plat
3. Staff report

STAFF BRIEFING:

- The Planning and Zoning Commission recommended approval of the preliminary plat on May 23, 2023

HISTORY:

- 5/23/23 - Planning & Zoning meeting unanimously recommended approval of the preliminary plat for MS Gulf Greyhound, LLC

TARGET IMPLEMENTATION: Upon Preliminary Plat Approval by City Council.

SIGNIFICANT ACTION DATES: N/A

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to approve MS Gulf Greyhound, LLC preliminary plat.

FISCAL IMPACT: N/A

RESOLUTION NO. R-2023-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS ACCEPTING THE PRELIMINARY PLAT OF APPROXIMATELY 6.492 ACRES LOCATED IN THE WILLIAM K. WILSON LEAGUE ABSTRACT NO. 208

WHEREAS, the owner of property in the City of La Marque, Texas identified as 6.492 acres situated in the William K Wilson League, Abstract No 208 (Galveston County Property ID No 747309) and more accurately described in Exhibit 1 submitted a Preliminary Plat for approval to the City of La Marque, Texas.

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 Preliminary Plat attached as Exhibit 1 is approved by the City Council of La Marque, Texas with the conditions that the applicant must submit a final plat with supporting documents compliant with City Code Chapter 41 and Chapter 212 of the Texas Local Government Code and the applicant must provide original tax certificates verifying that all balances have been paid.

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 _____ 2023.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

Thursday, May 18, 2023

Steven Henderson
Windrose Land Surveying
5353 W. Sam Houston Pkwy North
Houston, TX 77041

Re: MS Gulf Greyhound Preliminary Plat
6.492 Acres in William K Wilson League, Abstract No. 208
Letter of Recommendation to Approve
COLM Project No. PZ2023-013
Adico, LLC Project No. 18100-2-109

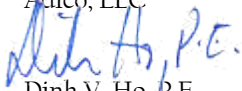
Dear Mr. Henderson;

On behalf of the City of La Marque, Adico, LLC has reviewed the third submittal of MS Gulf Greyhound Preliminary Plat, a 6.492-acre site within the W.K. Wilson Survey, Abstract 208, Galveston County, Texas, received on or about May 3, 2023.

Based on our review, we have no objections to the plat as resubmitted on May 18, 2023. Please submit ten (10) prints of the plat to Kathleen Van Stavern, Director of Development Services, 4916 Texas Ave., Suite C, La Marque, TX 77568 by no later than May 18th, for consideration at the May 23, 2023, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC



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

Cc: Permits
File: 18100-2-109

STATE OF TEXAS
COUNTY OF GALVESTON

WE, MS GULF GREYHOUND, LLC, OWNERS OF THE PROPERTY IN THE ABOVE AND FOREGOING MAP OF MS GULF GREYHOUND, DO HEREBY MAKE SUBDIVISION ON SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS MS GULF GREYHOUND IN THE WILLIAM K. WILSON LEAGUE, ABSTRACT NO. 208, CITY OF LA MARQUE, GALVESTON COUNTY, TEXAS; AND DEDICATE THE STREETS AND EASEMENTS SHOWN THEREON FOREVER.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10') PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14') PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16') PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16') ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21'6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10') FOR TEN FEET (10') BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8') FOR FOURTEEN FEET (14') BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7') FOR SIXTEEN FEET (16') BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16') ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

THIS IS TO CERTIFY THAT WE, ALM LA MARQUE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE AND ADOPTED BY THE CITY OF LA MARQUE IN GALVESTON COUNTY, TEXAS.

IN TESTIMONY WHEREOF, MS GULF GREYHOUND, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY NEAL WADE AND ANDERSON SMITH

THIS THE ____ DAY OF _____, 20____.

MS GULF GREYHOUND, LLC

BY: _____ BY: _____
NEAL WADE ANDERSON SMITH

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NEAL WADE AND ANDERSON SMITH OF MS GULF GREYHOUND, LLC, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY HEREIN STATED, AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

MY COMMISSION EXPIRES: _____

THIS IS TO CERTIFY THAT I, LUCAS G. DAVIS, A REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE STATE OF TEXAS, REGISTRATION NO. 6599, HAVE PLATED THE ABOVE AND FOREGOING SUBDIVISION FROM AN ACTUAL SURVEY MADE ON THE GROUND AND UNDER MY DIRECTION; THAT THIS PLAT ACCURATELY REPRESENTS THE FACTS AS FOUND BY THAT SURVEY MADE BY ME, AND THAT ALL CORNERS HAVE BEEN, OR WILL BE, PROPERLY MONUMENTED.

LUCAS G. DAVIS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6599

WE HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF MS GULF GREYHOUND WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF LA MARQUE, TEXAS, ON THE ____ DAY OF _____, 20____, AND BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, ON THE ____ DAY OF _____, 20____.

ALAN WATERS, CHAIRMAN OF
PLANNING & ZONING COMMISSION

KEITH BELL, MAYOR

I, DWIGHT D. SULLIVAN, COUNTY CLERK OF GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____, 20____, AT ____ O'CLOCK ____M., AND DULY RECORDED ON _____, 20____, AT ____ O'CLOCK ____M.

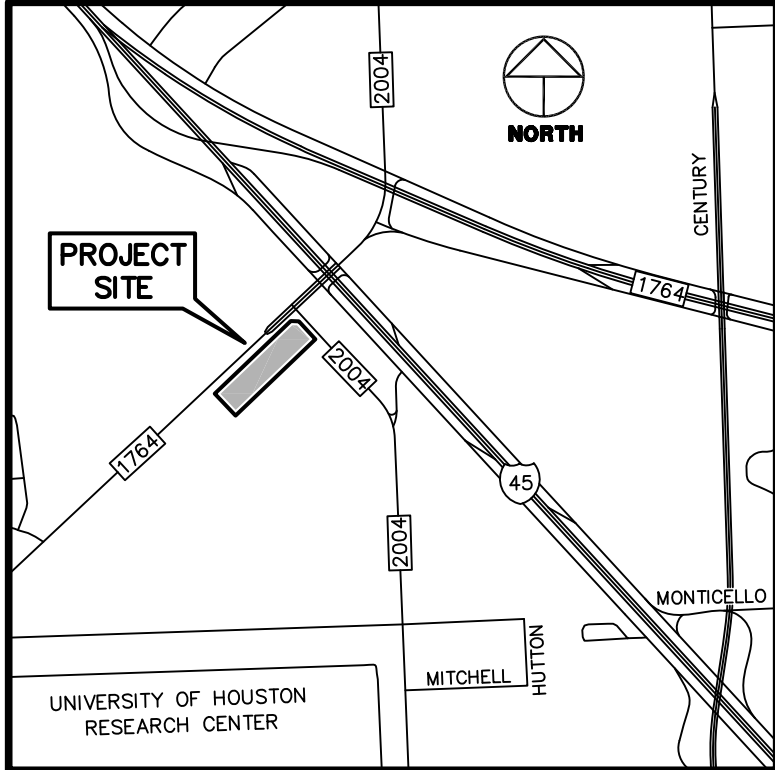
WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS. THE DAY AND DATE LAST ABOVE WRITTEN.

DWIGHT D. SULLIVAN
COUNTY CLERK OF
GALVESTON COUNTY, TEXAS

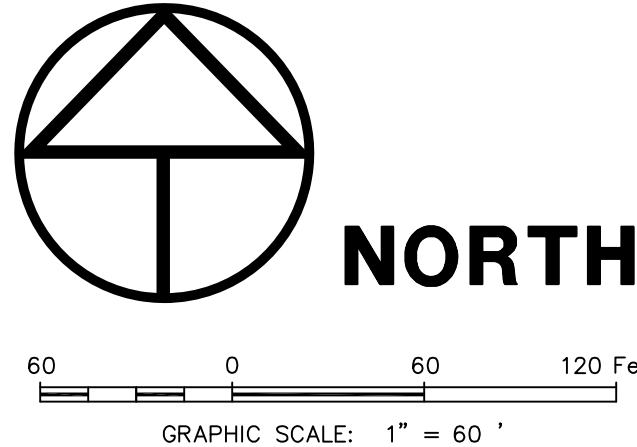
BY: _____
DEPUTY

GENERAL NOTES

- BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
- ALL COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83), AND MAY BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR - 0.999865626.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR GALVESTON COUNTY, TEXAS, MAP NO. 4816700245G, REVISED/DATED AUGUST 15, 2019, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
- UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.), WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF SUBDIVISION ORDINANCE NO. 139, CITY OF LA MARQUE, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
- ALL OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT IS WITHIN THE INCORPORATED BOUNDARIES OF THE CITY OF LA MARQUE, TEXAS.
- PRELIMINARY PLAT APPROVAL IS VALID FOR SIX (6) MONTHS.
- THE OWNER OF THE LAND DEDICATED BY THIS PLAT RESERVES THE RIGHT TO USE AND ENJOY THE SURFACE OF ALL EASEMENT AREAS FOR ALL PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT AREAS FOR UTILITIES, INCLUDING BUT NOT LIMITED TO THE RIGHT TO PLACE SURFACING MATERIALS OVER AND ACROSS THE EASEMENT AREAS AND TO USE THE SAME FOR PARKING AREAS, DRIVEWAYS, WALKWAYS, SIDEWALKS, LANDSCAPING AND/OR LIGHTING.
- THE LOCATION OF EASEMENTS SHOWN HEREON THAT ARE GRANTED BY SEPARATE INSTRUMENTS ARE APPROXIMATE AND SUCH EASEMENTS AND THEIR LOCATION ARE GOVERNED BY THE TERMS, PROVISIONS, AND CONDITIONS OF THE SEPARATE INSTRUMENT.
- THE CITY OF LA MARQUE, TEXAS SHALL MAINTAIN OR CAUSE TO BE MAINTAINED, AT ITS EXPENSE, THE ACCEPTANCE IMPROVEMENTS WITHIN THE PUBLIC RIGHT OF WAY DEDICATED HEREBY.
- SUBJECT TO EASEMENT FOR ELECTRIC TRANSMISSION LINE RECORDED UNDER G.C.C.F. NO. 9436356 (BLANKET, NOT PLOTTABLE)
- SUBJECT TO SIGN, ACCESS, AND GENERAL UTILITY EASEMENT AGREEMENT RECORDED UNDER G.C.C.F. NO. 2022066937. (BLANKET, NOT PLOTTABLE)



CITY OF LA MARQUE, GALVESTON COUNTY, TEXAS
VICINITY MAP
SCALE: 1" = 2,000'



ABBREVIATIONS

- A.E. - AERIAL EASEMENT
- D.E. - DRAINAGE EASEMENT
- ESMT. - EASEMENT
- FND - FOUND
- G.C.C.F. - GALVESTON COUNTY CLERK FILE
- G.C.D.R. - GALVESTON COUNTY DEED RECORDS
- G.C.M.R. - GALVESTON COUNTY MAP RECORDS
- IP - IRON PIPE
- IR - IRON ROD
- NO. - NUMBER
- PG. - PAGE
- R.O.W. - RIGHT-OF-WAY
- AC. - ACRES
- SQ. FT. - SQUARE FEET
- VOL. - VOLUME
- B.L. - BUILDING LINE
- W.L.E. - WATER LINE EASEMENT
- S.S.E. - SANITARY SEWER EASEMENT
- U.E. - UTILITY EASEMENT
- (S) - SET 5/8" CAPPED IR "WINDROSE"

BENCHMARK PUBLISHED ELEVATION - 13.94'

PROJECT BENCHMARK IS PID AW5705 FROM THE NGS DATA SHEET DESIGNATED "E 15077" BEING LOCATED IN HITCHCOCK, 0.4 MILES EAST ALONG STATE HIGHWAY 6 FROM THE POST OFFICE, THENCE 0.1 MILES SOUTH ALONG BULLDOG LANE TO MARTIN L. KING STREET AND THE MARK ON THE RIGHT, 48.0 FEET WEST OF THE CENTER OF BULLDOG LANE, 41.9 FEET NORTH OF THE NORTH RAIL OF THE TRACKS, 40.0 FEET NORTHWEST OF THE NORTHWEST CORNER OF A CROSSING SIGNAL LIGHT, 31.0 FEET SOUTH OF THE CENTER OF MARTIN L. KING STREET. (NAVD 88)

TBM "B" ELEVATION - 22.01'

TEMPORARY BENCHMARK "B" IS THE TOP OF THE MOST SOUTH BOLT OF A TRAFFIC SIGNAL POLE LOCATED AT THE INTERSECTION OF THE SOUTHEAST R.O.W. OF F.M. 1764 AND THE SOUTHWEST R.O.W. OF F.M. 2004

PRELIMINARY PLAT

MS GULF GREYHOUND

A SUBDIVISION OF
6.492 AC. / 282,772 SQ. FT.

SITUATED IN THE
WILLIAM K. WILSON LEAGUE, ABSTRACT NO. 208
CITY OF LA MARQUE, GALVESTON COUNTY, TEXAS

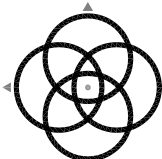
1 BLOCK 1 RESERVE

MAY 2023

Owner

MS Gulf Greyhound, LLC
520 Post Oak Blvd., Suite 380
Houston, TX 77027
(281) 942-0778

Surveyor



WINDROSE
LAND SURVEYING | PLATTING

11111 RICHMOND AVE., SUITE 150 | HOUSTON, TX 77082 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM



CITY OF LA MARQUE
"Gateway to the Gulf"
1130 1st St., La Marque, TX 77568
409-938-9204 Permits@CityOfLaMarque.Org

Plat Application

Proposed Plat Name: MS Gulf Greyhound
Galveston County Property Tax ID #(s): 7385-0000-0015-005
Legal Description: William K Wilson League Abst No 208
Type of Plat: (check one) Preliminary Plat ☒ Re-Plat ☐ Final Plat ☐ Amending Plat ☐
Surveyor: _____

Plat Description (example: lot consolidation, dividing into two parcels, etc.):
create one reserve

Applicant/ Company Name: Windrose Land Services
Contact Name: Steven Henderson
Contact Email: STEVEN.HENDERSON@WINDROSESERVICES.COM Contact Phone: 432 982 2401
Contact Mailing Address: 5353 W Sam Houston Pkwy N Ste 150 Houston TX 77041

Owner Name: _____
Email: _____ Phone: _____
Mailing Address: _____

Application Checklist

- ☒ Plat in the form required for filing - electronic submittal allowed for processing
- ☒ Site Plan (to scale) with Existing Improvements, Developments and Property Lines (If this information is not on the plat)
- ☒ Current Tax Certificates (Original required for filing with County Clerk)
- ☒ City Planning Letter (CPL must be within 30 days of plat application)
- ☒ Agency Letter (If the owner is not the applicant, the owner must sign below or provide a letter giving the applicant written authorization to submit this plat application on the owner's behalf - not required for preliminary plats)
- ☒ Lien-holder Subordination Agreement (If there is a lien on any part of the property, this shall be required)
- ☒ Application Fee \$12057 sent

*Please see schedule of fees adopted as of - 9/8/2022

Applicant Certificate

I affirm the statements contained in this application are true and correct to the best of my knowledge.

Signature of owner: _____

Date: _____

Signature of applicant: [Signature]

Date: 5/3/23

Email Submission: Permits@CityOfLaMarque.org

TAX CERTIFICATE



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Issued To:

WINDROSE SURVEYING AND LAND SERVICES LLC
1500 WEST 3RD STREET STE 130M2
CLEVELAND, OH 44113

Legal Description

ABST 208 PAGE 6 & 7 PT OF LOTS 15,17 &
19 (15-5) WATERMAN SUB

Fiduciary Number: 31479556

Parcel Address: 1000 FM 2004

Legal Acres: 88.2890

Account Number: 294890

Print Date: 03/02/2023 10:55:38 AM

Certificate No: 248622866

Paid Date: 03/02/2023

Certificate Fee: \$10.00

CHECK NO. 011862

Issue Date: 03/02/2023

Operator ID: BONUELOS

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2022. ALL TAXES ARE PAID IN FULL

Exemptions:

Certified Owner:

JMK5 ARENA LLC
308 WEST PARKWOOD AVE STE 104A
FRIENDSWOOD, TX 77546

2022 Value:	29,168,670
2022 Levy:	\$713,280.74
2022 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

Certified Tax Unit(s):

1 GALVESTON CO
2 ROAD & FLOOD
211 DICKINSON ISD
332 CITY OF LA MARQUE
402 DRAIN DIST #2
605 COLL OF THE MAINLAND

Reference (GF) No: N/A

Issued By: T. E. Johnson

CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR



Title Research/Abstract Services
2000 Bering Drive, Suite 800
Houston, Texas 77057
Ph: 713-244-2867, Fax: 713-244-2872

City Planning Letter

City Planning Department
City of La Marque
1130-A 1st. St.
La Marque, TX 77568

File Number: 2791022-09398
RE: P122399 Gulf Greyhound Park
Issue Date: May 2, 2023

Texas American Title Company ("Title Company") certifies that a diligent search of the real property records of Texas American Title Company's title plant has been made, as to the herein described property, and as of **April 24, 2023, 8:00 AM**, we find the following:

Legal Description:

A TRACT OR PARCEL CONTAINING 6.492 ACRES OR 282,772 SQUARE FEET OF LAND SITUATED IN THE WILLIAM K. WILSON LEAGUE, ABSTRACT NO. 208, GALVESTON COUNTY, TEXAS, BEING OUT OF A CALLED 88.293 ACRES TRACT DESCRIBED IN DEED TO JMK5 ARENA, LLC., RECORDED UNDER GALVESTON COUNTY CLERK'S FILE (G.C.C.F.) NO. 2022018608, WITH SAID 6.492 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS, WITH ALL BEARINGS BASE ON THE TEXAS PLANE COORDINATES SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT A 1-1/2 INCH IRON PIPE FOUND ON THE SOUTHEAST RIGHT-OF-WAY (R.O.W.) OF FARM TO MARKET F.M. 1764, (200 FEET WIDE), MARKING THE MOST NORTHERLY CORNER OF A CALLED 2.5000 ACRE TRACT, DESCRIBED IN DEED TO BRIYA HOSPITALITY, LLC, RECORDED UNDER G.C.C.F. NO. 2019007028, AND THE MOST WESTERLY CORNER OF SAID 88.293 ACRE TRACT;

THENCE, NORTH 46 DEG. 17 MIN. 38 SEC. EAST, WITH THE SOUTHEAST R.O.W. LINE OF SAID F.M. 1764, A DISTANCE OF 177.40 FEET TO A CUT "X" IN CONCRETE SET FOR THE MOST WESTERLY CORNER AND **POINT OF BEGINNING OF** THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 46 DEG. 17 MIN. 38 SEC. EAST, CONTINUING WITH THE SOUTHEAST R.O.W. LINE OF SAID F.M. 1764, A DISTANCE OF 977.44 FEET TO A POINT, MARKING THE WESTERLY END OF A CUT-BACK CORNER AT THE INTERSECTION OF THE SOUTHEAST R.O.W. LINE OF SAID F.M. 1764 AND THE SOUTHWEST R.O.W. LINE OF F.M. 2004 (120 FEET WIDE), AND BEING A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND BRASS DISK BEARS SOUTH 51 DEG. 16 MIN. WEST - 1.26 FEET;

THENCE, SOUTH 88 DEG. 01 MIN. 22 SEC. EAST, WITH SAID CUT-BACK, A DISTANCE OF 84.21 FEET TO A POINT, MARKING THE EASTERLY END OF SAID CUT-BACK CORNER, AND A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND BRASS DISK BEARS SOUTH 06 DEG. 38 MIN. EAST - 0.94 FEET;

THENCE, SOUTH 42 DEG. 40 MIN. 22 SEC. EAST, WITH THE SOUTHWEST R.O.W. LINE OF SAID F.M. 2004, A DISTANCE OF 214.78 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 46 DEG. 17 MIN. 38 SEC. WEST, OVER AND ACROSS SAID 88.293 ACRE TRACT, A DISTANCE OF 1,032.29 FEET TO A CUT "X" SET FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 43 DEG. 43 MIN. 45 SEC. WEST, CONTINUING OVER AND ACROSS SAID 88.293 ACRE TRACT, A DISTANCE OF 275.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 6.492 ACRES OR 282,772 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 56352-7AC-R4, PREPARED BY WINDROSE LAND SERVICES.

Record Title appears to be vested in:

Tract One: MS Gulf Greyhound, LLC.

By virtue of a Special Warranty Deed, dated October 25, 2022, recorded under County Clerk's File No. 2022066936.

Deed Restrictions:

Restrictive covenants recorded under County Clerk's File No. 8531669.

Easements and other encumbrances:

1. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to TEXAS-NEW MEXICO POWER COMPANY, for electric transmission line, together with all necessary appurtenant facilities, recorded on August 12, 1994, as Document No. File No. 9436356 Official Public Records Galveston County, Texas, affects as shown on sketch attached to and made a part of instrument granting same.
2. Pipeline right-of-way granted to Humble Pipe Line Company, as set forth in instrument recorded in Volume 507, Page 211, of the Deed Records of Galveston County, Texas and as affected by that certain Restriction of Right of Way Grant recorded under County Clerk's File No. 9124883.
3. Pipeline right-of-way granted to Humble Pipe Line Company, as set forth in instrument recorded in Volume 555, Page 182, of the Deed Records of Galveston County, Texas and as affected by that certain Partial Release of Right of Way recorded under County Clerk's File No. 9132761.
4. Surface Release recorded in Volume 3140, Page 403, in the office of the County Clerk of Galveston County, Texas.
5. Surface Release filed under Galveston County Clerk's File No. 8549921.
6. Sign, Access and General Utility Easement Agreement dated October 14, 2022, recorded under County Clerk's File No. 2022066937.

Lien Holder(s):

1. Deed of Trust, Security Agreement and Financing Statement, dated October 25, 2022, executed by MS Gulf Greyhound, LLC., a Texas limited liability company in the principal amount of \$5,128,870.00 made payable to Independent Bank, dba Independent Financial, recorded under County Clerk's File No. 2022066938.
2. Collateral Assignment of Leases and Rents, dated October 25, 2022, executed by MS Gulf Greyhound, LLC., a Texas limited liability company in the principal amount of \$5,128,870.00 to Independent Bank, dba Independent Financial, recorded under County Clerk's File No. 2022066939.

3. Assignment of Rights, Warranties, Permits, Licenses and Contracts, dated October 25, 2022, executed by MS Gulf Greyhound, LLC., a Texas limited liability company in the principal amount of \$5,128,870.00 to Independent Bank, dba Independent Financial, recorded under County Clerk's File No. 2022066940.

No examination has been made as to abstracts of judgments; state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is issued for the use of, and shall inure to the benefit of PLATTING. The liability of the Title Company, Texas American Title Company, for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that the Title Company does not intend to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor a warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Texas American Title Company assumes no liability whatsoever for the accuracy of this report or for any omissions or errors with respect hereto. You agree to release, indemnify, and hold harmless Texas American Title Company of any negligence by them (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.

This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Caution: Texas American Title Company assumes no liability for errors or omissions in this report or for verbal statements. This is a copy of a preliminary report made for use of Texas American Title Company only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties involved in the transaction, it is to facilitate preparation of the necessary instruments, to point out curative requirements (if any) and to show the results of the company's title search (upon which only the company may rely).

None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the company, as to the status of title. If a title defect or encumbrance should exist which is not disclosed herein, the company shall not be liable by reason of furnishing the report or for any verbal statements related thereto. The company shall not be liable for any title defect unless a title insurance policy is issued insuring against such defect. The applicable premium paid and the company's liability shall exist only under the terms of its policy (as prescribed by the state board of insurance) and is measured and limited thereby.

Notice: Texas American Title Company disclaims any warranties, expressed or implied, concerning the information. This information is solely for the use of the party requesting it and no one else. Texas American Title Company liability for errors and/or omissions in this information is limited to the amount paid for this report. By accepting this form, the party requesting the information agrees that the disclaimer of warranties and liability limitation contained in this paragraph is a part of its contract with Texas American Title Company and will cover all actions arising by statute, in contract, or in tort.

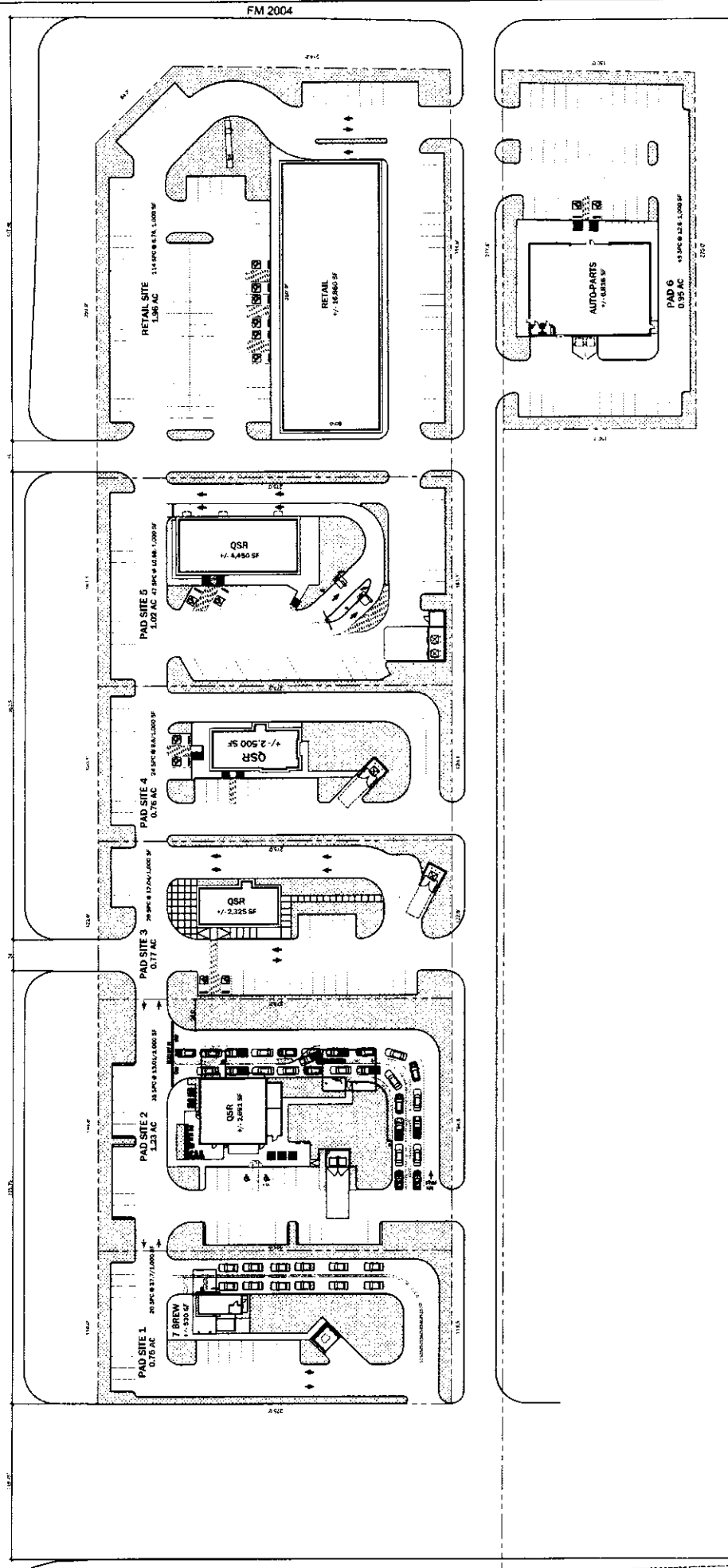
Texas American Title Company



James Henderson
Title Officer

THIS DOCUMENT IS FOR PRELIMINARY INFORMATION ONLY. IT IS NOT A CONTRACT. ANY INFORMATION HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN OF THE PROJECT AND NOT TO ANY OTHER MATTER. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN OF THE PROJECT AND NOT TO ANY OTHER MATTER.

FM 1764



01 SITE PLAN - OPT 2
SCALE: 1" = 30'

CD Paragon, PLLC
2618 Rusk Street
Houston, TX 77003

COMMERCIAL DEVELOPMENT
SWC FM 1764 & FM 2004
LA MARQUE, TX
April 4, 2023
JOB #22-035

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GALVESTON

WHEREAS, **MS Gulf Greyhound, LLC**, has platted that certain **6.492 acres** of land out of the **William K. Wilson League, Abstract No. 208**, Galveston County, Texas, which property was surveyed and platted on _____, 2023 by Windrose Land Services and known as **MS GULF GREYHOUND** and recorded at Vol. _____ Pg. No. _____ of the Map Records and Clerk's File No. _____ of the Official Public Records of Real Property of Galveston County, Texas; and

WHEREAS, **Independent Bank, dba Independent Financial** is the present owner and holder of a liens against the above described property, said liens being evidenced as recorded at Clerk File No. **2022066938, 2022066939, and 2022066940** of Deed Records of Real Property of Galveston County, Texas, and is the holder of promissory notes secured by said liens, desires to subordinate said liens to the dedication of all streets, rights-of-way and easements as well as all other terms and conditions referred to on the subdivision of **MS GULF GREYHOUND**;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by **MS Gulf Greyhound, LLC**, to said Lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said Lienholder as the present owner and holder of the note and liens given to secure the payment of the same, does hereby fully subordinate its liens to the plat of the subdivision of **MS GULF GREYHOUND** and the dedication evidenced thereby and does hereby RATIFY, CONFIRM, AND APPROVE in all respects the subdivision of **MS GULF GREYHOUND**.

The said Lienholder does hereby WARRANT AND REPRESENT that it is the present owner and holder of the notes and the liens given to secure the payment of the same and that it is the owner and holder of the note and the liens.

Except as expressly modified hereby the liens shall remain in full force and effect.

EXECUTED this 8th day of December, 2023.

Independent Bank, dba Independent Financial

By: _____

Printed Name: MARIO GONCALVES

Title: SENIOR VICE PRESIDENT

Attest: _____

Printed Name: Leigh Martinez

Title: Vice President

STATE OF

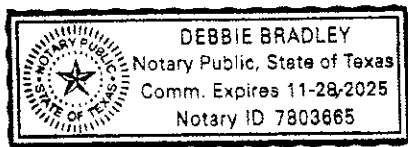
COUNTY OF

Texas

Harris

Before me, the undersigned authority, on this day personally appeared Mario Goncalves, and Leigh Martinez known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

Given under my hand and seal of office, this 8th day of December, 2023.



Notary Public in and for the
State of Texas

Print Name

My Commission Expires: 11 28-2025

AFTER RECORDING RETURN TO:
WINDROSE LAND SERVICES
ATTN: PLATTING DEPARTMENT
11111 RICHMOND AVE., SUITE 150
HOUSTON, TX 77082

Page 2 of 2

Letter of Authorization

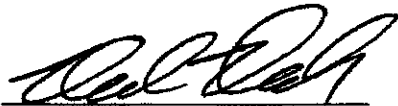
From: Neal Wade
MS Gulf Greyhound, LLC
520 Post Oak Blvd, Suite 380
Houston, TX 77027

To: City of LaMarque
1130 1st St.
La Marque, TX 77568

To whom it may concern:

The undersigned, **MS Gulf Greyhound, LLC**, the recorded owner of the property associated with **MS GULF GREYHOUND**, do hereby authorize **Windrose Land Services** to submit a plat application to the City of LaMarque.

By: MS Gulf Greyhound, LLC

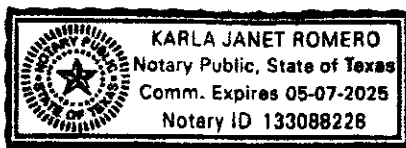


Neal Wade

State of Texas
County of Harris

I, the undersigned Notary Public for Harris County, Texas do hereby certify that **Neal Wade** personally came before me this day and acknowledge that he is the Manager of **MS Gulf Greyhound, LLC**.

Witness my hand and official, seal, this the 5th day of April, 2023.




Notary Public
My Commission Expires: 05-07-2025



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: May 23, 2023

Agenda Item:

Discussion / possible action regarding a request for preliminary plat approval for MS Gulf Greyhound, being approximately a 6.492-acre tract of land located in the William K. Wilson League, Abstract No 208 in La Marque, Galveston County, Texas. Galveston County Property ID No 747309, located on the Gulf Greyhound Tract facing FM 1764.

Item Type: Plat - Preliminary Plat

Standard for Approval:

Plats that comply with the requirements of City Code Chapter 41 and Chapter 212 of the Texas Local Government Code must be approved. Preliminary plats will always be approved with conditions because they will not comply with all of the requirements by nature of being a preliminary plat. Plats that do not comply with the requirements and need major changes will be denied and the reasons stated.

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

Council approval: Required

Public comments: None

Recommendation:

Motion to recommend approval of preliminary plat for MS Gulf Greyhound LLC, being approximately a 6.492-acre tract of land located in the William K. Wilson League, Abstract No 208 in La Marque, Galveston County, Texas. Galveston County Property ID No 747309, located on the Gulf Greyhound Tract facing FM 1764.



APPROVED



DENIED

Chris Colombo
Planning & Zoning Commissioner

5-23-23
DATE



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: May 23, 2023

Agenda Item:

Discussion / possible action regarding a request for preliminary plat approval for MS Gulf Greyhound, being approximately a 6.492-acre tract of land located in the William K. Wilson League, Abstract No 208 in La Marque, Galveston County, Texas. Galveston County Property ID No 747309, located on the Gulf Greyhound Tract facing FM 1764.

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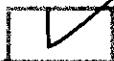
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Council approval: Required

Public comments: None

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APPROVED



DENIED

Brad Stephenson

Planning & Zoning Commissioner

5/23/23

DATE



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: May 23, 2023

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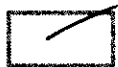
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Public comments: None

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APPROVED



DENIED

Planning & Zoning Commissioner

05/23/2023

DATE



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: May 23, 2023

Agenda Item:

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APPROVED



DENIED



Planning & Zoning Commissioner

5/23/23

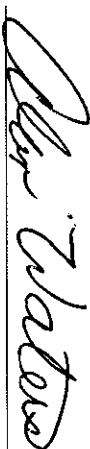
DATE

PLANNING & ZONING COMMISSION MEETING

May 23, 2023

CHAIRPERSON

ALAN WATERS



VICE CHAIRPERSON

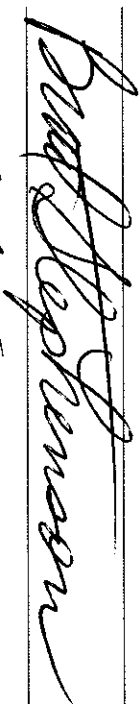
GREG CORNETT

COMMISSIONER

AUGUSTINO MOLIS

COMMISSIONER

BRAD STEPHESON



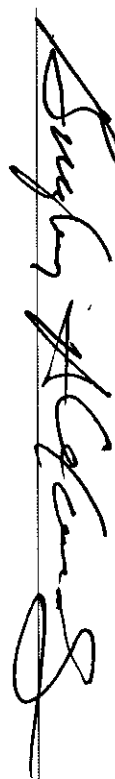
COMMISSIONER

CHRIS COLOMBO



COMMISSIONER

GRAYLAN ALEXANDER^{1,2,9}



COMMISSIONER

COMMISSIONER



City of La Marque Planning & Zoning Commission

STAFF REPORT FOR CITY COUNCIL

Meeting Date: June 12, 2023

Agenda Item: Discussion / possible action regarding the approval of a conditional use permit approval for Hunt Energy Network Battery Storage Facility, being approximately a 0.512-acre tract of land located in William K. Wilson League, Abstract No 208, Section 12, Block 12 in La Marque, Galveston County, Texas. Galveston County Property ID 363493, being a portion of land conveyed to Texas New Mexico Power Co. Recorded in Abstract 208, Page 7, Part of Lot 19 of Waterman's Subdivision.

Item Type: Conditional Use Permit

Standard for Approval:

Either the general welfare of the city affected by the area to be changed will be enhanced, or that the property is unusable for the purposes allowed under existing zoning." See City Zoning Code Sec. 71-26(k)

References: City Code Chapter 71;
Chapter 212, Texas Local Government Code

Council approval:

Pending June 12, 2023, meeting, 1st reading by City Council.

Pending June 26, 2023, meeting, 2nd reading by City Council.

Public comments: None

Planning & Zoning Commission Decision:

The Planning & Zoning Commission voted unanimously to approve this request for a Conditional Use Permit.

Recommendation:

Motion to recommend approval of a conditional use permit approval for Hunt Energy Network Battery Storage Facility, being approximately a 0.512-acre tract of land located in William K. Wilson League, Abstract No 208, Section 12, Block 12 in La Marque, Galveston County, Texas. Galveston County Property ID 363493, being a portion of land conveyed to Texas New Mexico Power Company Recorded in Abstract 208, Page 7, Part of Lot 19 of Waterman's Subdivision.



CITY COUNCIL AGENDA FORM

Meeting Date: June 12, 2023
Prepared by: Kathleen Van Stavern
Department: Development Services

Agenda item: _____
Reviewed by: Kathleen Van Stavern

AGENDA ITEM DESCRIPTION: Discussion / possible action regarding a request for conditional use permit approval for Hunt Energy Network Battery Storage Facility, being approximately a 0.512-acre tract of land located in William K. Wilson League, Abstract No 208, Section 12, Block 12 in La Marque, Galveston County, Texas. Galveston County Property ID 363493, being a portion of land conveyed to Texas New Mexico Power Co. Recorded in Abstract 208, Page 7, Part of Lot 19 of Watermans Subdivision.

- ☒ **ATTACHMENTS FOR REFERENCE**
1. Application for Conditional Use Permit with attachments
 2. Planning & Zoning Staff Report
 3. City Council Staff report

STAFF BRIEFING:

- May 23, 2023 - The Planning and Zoning Commission unanimously recommended approval of the Conditional Use Permit

HISTORY:

3/29/2023 - Pre-Development Meeting with Hunt Energy concerning project
5/23/2023 - Planning & Zoning meeting unanimously recommended approval of the Conditional Use Permit for Hunt Energy Network Battery Storage Facility.

TARGET IMPLEMENTATION: Upon Approval by City Council.

SIGNIFICANT ACTION DATES: N/A

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to approve Hunt Energy Network Battery Storage Facility Conditional Use Permit

FISCAL IMPACT: N/A

RESOLUTION R-2023 - 00__

**A RESOLUTION OF THE CITY COUNCIL OF LA MARQUE, TEXAS ISSUING A
CONDITIONAL USE PERMIT FOR HUNT ENERGY NETWORK BATTERY STORAGE
FACILITY, (GALVESTON COUNTY PROPERTY ID# 363493)**

WHEREAS, The Owner of Block 12 of the William K. Wilson League, Abstract No 208, Section 12 (Galveston County Property ID # 363493) (the “Property”) submitted an application for a Conditional Use Permit for the Property to allow for a battery storage facility.

WHEREAS, the City Council has determined that the establishment, maintenance or operation of this conditional use will not be materially detrimental to, or endanger, the public health, safety, morals, or general welfare;

WHEREAS, the City Council has also determined that the uses, values and enjoyment of other property in the neighborhood, for the purpose already permitted, shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance, or operation of the conditional use;

WHEREAS, the City Council has also determined that the establishment of the conditional use will not significantly impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

WHEREAS, the City Council has also determined That the uses, values, and enjoyment of other property in the neighborhood, for the purpose already permitted, shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance, or operation of the conditional use; and

WHEREAS, the City Council has also determined that adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided;

WHEREAS, the City Council has also determined that adequate measures have been or will be taken to provide ingress or egress, so designed as to minimize traffic congestion in the public streets; and

WHEREAS, the City Council has also determined that the conditional use shall conform to all applicable yard area regulations of the district in which it is located.

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

Section 1. That the facts and matters set forth in the preamble of this Resolution are found to be true and correct.

Section 2. That the City of La Marque, Texas will issue a Conditional Use Permit in accordance with Section 71-6 of the City Code for the construction of a single family residential dwelling.

Section 3. As provided by Section 71-3 of the City Code, any person who shall violate any of the provisions of this resolution or the Conditional Use Permit issued hereunder or who shall erect or alter any building, or who shall commence to erect or alter any building in violation of any detailed statement of plan submitted or approved hereunder, shall for each violation or noncompliance be deemed guilty of a misdemeanor, and upon conviction, shall be fined as provided in Section 1-7 of the City Code. The owner of that building or premises or part thereof where anything in violation of this chapter shall be placed or shall exist, and any architect, builder contractor, agent, or corporation employed in connection therewith who may have assisted in the commission of any such violation shall be subject to the penalties herein provided.

Section 4. 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 Ordinance 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.

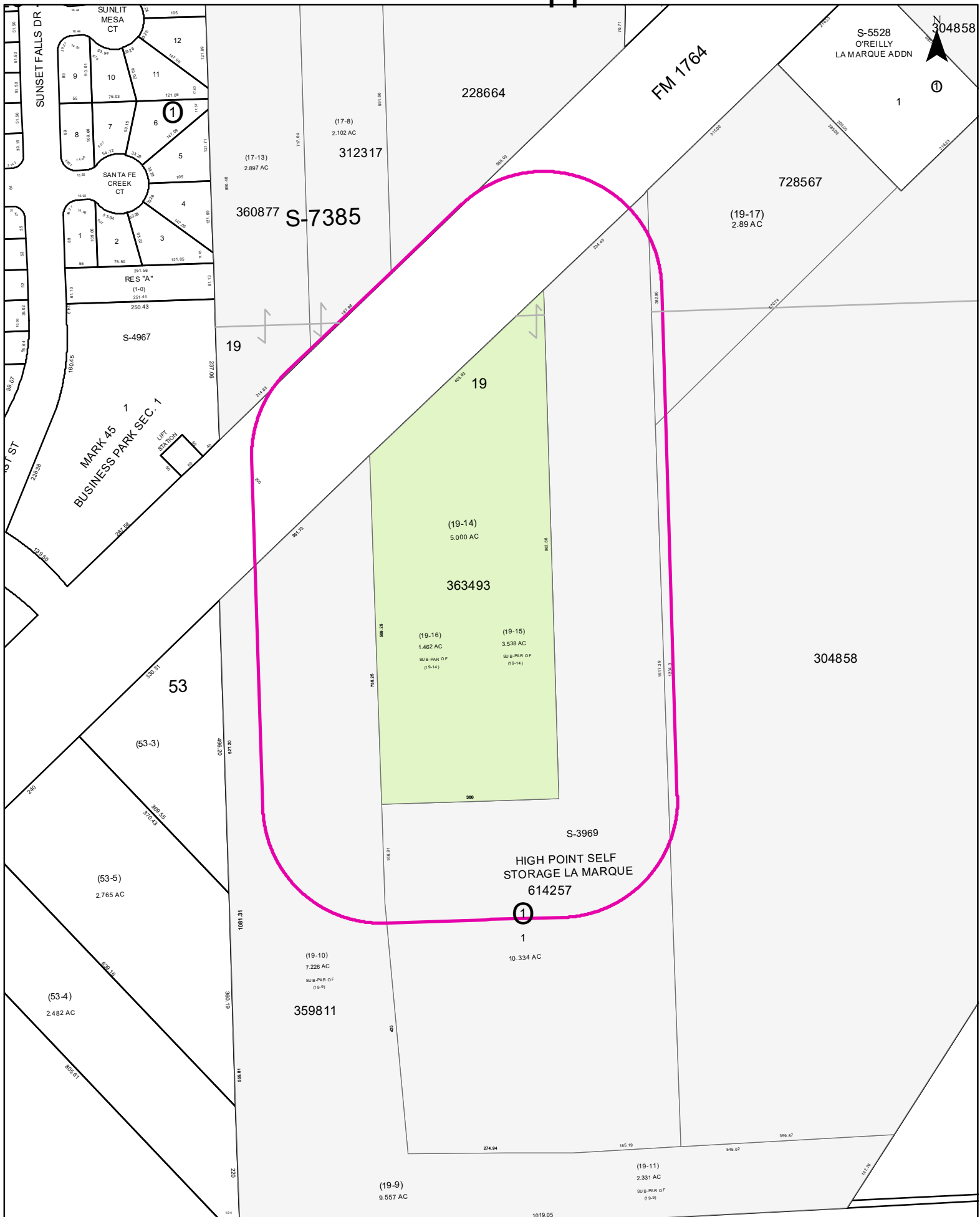
RESOLVED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

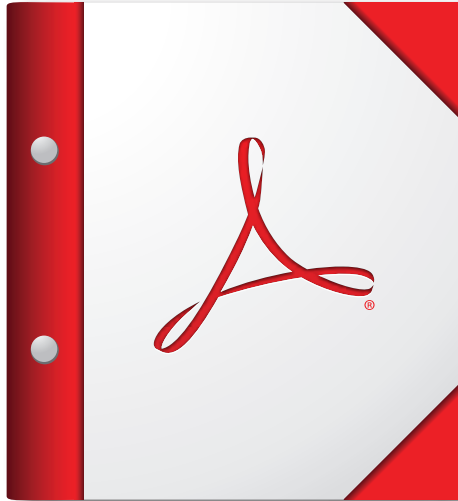
Keith Bell
Mayor

ATTEST:

Kierra Nance, TRMC
City Clerk

Galveston Central Appraisal District





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CITY OF LA MARQUE

"Gateway to the Gulf"

1130 1st St., La Marque, TX 77568
409-938-9219 Permit@cityofLaMarque.org

Rezone Application

Application Date: April 24th, 2023

Smart Gov Project # CU2023-0001

Name of Agent: Alan Hoeft

Phone: 972-757-0787

Address: 1900 N. Akard St.

City: Dallas, TX

Zip Code: 75201

Name of Owner: Hunt Energy Network

Phone: (817)223-1203

Address: 1900 N. Akard St.

City: Dallas, TX

Zip Code: 75201

Property Legal Description: ABST 208 Page 7 OF LOT 19 WATERMANS SUB

Parcel ID #: 363493

Property Address: _____

Plot of Area Attached: ☒ Yes ☐ No

Metes and Bounds Attached: ☒ Yes ☐ No

Present Zoning: ☐ L1 ☐ L2 ☐ C1 ☐ C2 ☐ C3 ☒ C4 ☐ R1 ☐ R2 ☐ R3 ☐ A ☐ MHP ☐ RCZ ☐ PD1 ☐ PUB

Reason for Zone Change: Per the Director of Developmental Services, Kathleen, stated to use the rezone application to serve as a conditional use permit. We are not requesting a zone change.

Desired Outcome: Use as a conditional use permit due to the fact that the Battery storage facilities is not listed as a permitted facility in the present zoning.

APPLICATION CHECKLIST:

- ☒ DIGITAL SITE PLAN (TO SCALE) WITH EXISTING IMPROVEMENTS, DEVELOPMENTS AND PROPERTY LINES
(SIZE: 8.5 x 11, if larger than 8.5 x 11, please fold to appropriate size)
- ☒ SURVEY (1 DIGITAL COPY THAT IS TO SCALE)
- ☒ CURRENT AND ORIGINAL CERTIFIED TAX RECEIPTS
- ☒ TITLE REPORT (if purchased in the last 60 days) OR
- ☒ PLANNING LETTER
- ☐ NON-REFUNDABLE APPLICATION FEE (Payable to the City of La Marque) FEE SCHEDULE ATTACHED

(THIS SECTION FOR CITY OFFICE USE ONLY)

Submitted to the Planning & Zoning Commission on: May 23, 2023

Approved: Yes Denied: _____ Other: _____

Comments: _____

APPLICANTS CERTIFICATE

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

Signature of Applicant: Alan Hoeft

Date: 04/24/2023





CITY OF LA MARQUE

"Gateway to the Gulf"

1130 1st St., La Marque, TX 77568

409-938-9219 Permits@CityofLaMarque.org

Rezone Application

NOTE: ALL PLANNING & ZONING MEETINGS are held on the 4th TUESDAY OF THE MONTH.
Applications for a REZONE must be RECEIVED 30 DAYS prior to the 4th Tuesday of the month to be considered for the next Planning & Zoning Commission Meeting.

THE FOLLOWING SCHEDULE OF FEES SHALL APPLY FOR A ZONING CHANGE REQUESTS

A. 0 – 25 ACRES:

1. \$600.00 plus \$50.00 for each type of rezoning requested; or
2. \$740.00 if planned development unit

B. 26 – 50 ACRES:

1. \$700.00 plus \$50.00 for each type of rezoning requested; or
2. \$850.00 if planned development unit

C. 51 – 75 ACRES:

1. \$800.00 plus \$50.00 for each type of rezoning requested; or
2. \$1050.00 if planned development unit

D. 76 – 100 ACRES:

1. \$900.00 plus \$50.00 for every type of rezoning requested; or
2. \$1050.00 if planned development unit

E. 100 + ACRES:

1. \$1000.00 plus \$50.00 for every type of rezoning requested;
or
2. \$1250.00 if planned development unit

F. Re-Plats: NO CHARGE

G. Zoning Letter / Certificate of Compliance: \$50.00

H. Notification fee per owner: \$9.00 = cost per notice mailed

I. Published Notice:(Per LGC Section 231.017) \$150.00 cost per newspaper AD



GALVESTON COUNTY, TEXAS

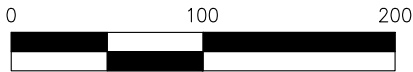
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N46° 13' 43"E	152.50'
L2	S16° 25' 10"E	223.65'
L3	S86° 56' 42"W	121.15'
L4	N24° 23' 28"W	126.80'

P.O.B.
5/8" IRON ROD W/CAP STAMPED "SAM" FOUND
NAD 83 N: 13712843.70
NAD 83 E: 3228817.31
NAD 83 LAT: 29.39596342
NAD 83 LONG: -095.04110378

EXP-DRAINAGE DITCH #2
ABSTRACT 208, PAGE 7
PART OF LOT 19
WATERMANS SUBDIVISION
F.C. NO. 009-63-0217

JAMES R. PACE SURVEY,
ABSTRACT NO. 161

GRAPHIC SCALE



1 INCH = 100 FT.

LEGEND

	PROPERTY LINE
	BOUNDARY LINE
	ADJOINER LINE
	FOUND IRON ROD
	CAPPED IRON ROD SET
	POWER POLE
	OVERHEAD ELEC. LINE
	FENCE LINE
P.O.B.	POINT OF BEGINNING
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS

FM 1764

ELECTRIC TOWER

GRAVEL

TEXAS NEW MEXICO POWER CO
ABSTRACT 208, PAGE 7
PART OF LOT 19
WATERMANS SUBDIVISION
F.C. NO. 010-35-0532

WILLIAM K. WILSON SURVEY,
ABSTRACT NO. 208
SECTION 12, BLOCK 12

HIGH POINT SELF STORAGE
CALLED 10.3342 ACRES
LOT 1, BLOCK 1
DOCUMENT NO. 2019058650
O.P.R.G.C.T.

5/8" IRON ROD FOUND
NAD 83 N: 13712405.39
NAD 83 E: 3229109.41
NAD 83 LAT: 29.39473148
NAD 83 LONG: -095.04023352

BOUNDARY SURVEY OF A 0.512 ACRE TRACT
SITUATED IN
WILLIAM K. WILSON SURVEY, ABSTRACT NO. 208,
GALVESTON COUNTY, TEXAS

LANDPOINT

4100 INTERNATIONAL PLAZA, SUITE 240
FORT WORTH, TX 76109
FIRM NO. 10193814
PHONE: (318) 226-0100

SHEET 1 OF 2

FIELD BY: RC

DRAWN BY: ARB

CHECKED BY: AK

JOB NO. 22-2124

X:\2022\22-2124\Working\Plats and Field Notes\Plats\M&B PLAT\22-2124_MAINLAND BESS SITE SURVEY_M&B Plat.dwg

X:\2022\22-2124\Working\Plats and Field Notes\Plats\M&B PLAT\22-2124_MAINLAND BESS SITE SURVEY_M&B Plat.dwg

METES AND BOUNDS DESCRIPTION OF A 0.512 ACRE SITE

Being a 0.512 acre proposed site, situated in the William K. Wilson Survey, Abstract no. 208, Section 12, Block 12, Galveston County, Texas, and being a portion of a tract of land conveyed to Texas New Mexico Power Co, Recorded in Abstract 208, Page 7, Part of Lot 19 of Watermans Subdivision, F.C. No. 010-35-0532, being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "SAM" found for the Northwest corner of said tract [N: 13712843.70, E: 3228817.31] and in the South right-of-way line of FM 1764;

THENCE N 46°13'43" E with the North boundary line of said tract, a distance of 152.50 feet for the Northeast corner of said site;

THENCE S 16°25'10" E, a distance of 223.65 feet for the Southeast corner of said site, from which a 5/8 inch iron rod found for the Southeast corner of said tract bears S 19°49'59" E, a distance of 350.04 feet;

THENCE S 86°56'42" W, a distance of 121.15 feet to a point in the West line of said tract, for the Southwest corner of said site;

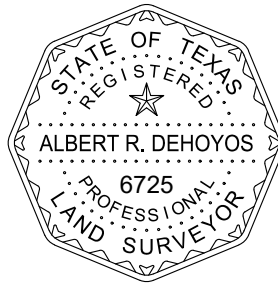
THENCE N 24°23'28" W, with said West line, a distance of 126.80 feet, returning to the **POINT OF BEGINNING**, and containing **0.512 acres** of land more or less.

I, Albert R. DeHoyos, certify that this plat was prepared under my direct supervision from a survey made on the ground on November 10, 2022, that this plat correctly represents the facts found at the time of said survey.



Albert R. DeHoyos
STATE OF TEXAS R.P.L.S. NO. 6725

12/08/22



BOUNDARY SURVEY OF A 0.512 ACRE TRACT
SITUATED IN
WILLIAM K. WILSON SURVEY, ABSTRACT NO. 208,
GALVESTON COUNTY, TEXAS

NOTES:

1. PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
2. ABSTRACT LINES AND INFORMATION SHOWN ARE BASED ON AVAILABLE RECORDS, INCLUDING GENERAL LAND OFFICE (GLO) MAPS.
3. BASIS OF BEARINGS IS GRID NORTH, NAD '83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.
4. ELEVATIONS ARE BASED ON GPS OBSERVATION, NAVD' 88 DATUM.
5. THIS PLAT PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR ABSTRACT OF TITLE; THERE MAY BE ADDITIONAL EASEMENTS THAT ARE NOT SHOWN HEREON.
6. SURVEY BASED UPON CONTROLLING DATA AS SHOWN OR AS FURTHER NOTED ON THIS PLAT.

LANDPOINT

4100 INTERNATIONAL PLAZA, SUITE 240
FORT WORTH, TX 76109
FIRM NO. 10193814
PHONE: (318) 226-0100

SHEET 2 OF 2

TAX CERTIFICATE



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Issued To:

TEXAS NEW MEXICO POWER CO
414 SILVER AVE SW, MS TAX 1025
ALBUQUERQUE, NM 87102

Legal Description

ABST 208 PAGE 7 PT OF LOT 19 (19-14)
WATERMANS SUB *SBPCL:
738500000019015/738500000019016*

Parcel Address:

Legal Acres: 5.0000

Account Number: 363493

Certificate No: 248636697

Certificate Fee: \$10.00

CHECK NO. 921072

Print Date: 04/24/2023 09:21:37 AM

Paid Date: 04/24/2023

Issue Date: 04/24/2023

Operator ID: SCURRY_N

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2022, AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

Certified Owner:

TEXAS NEW MEXICO POWER CO
414 SILVER AVE SW, MS TAX 1025
ALBUQUERQUE, NM 87102

Certified Tax Unit(s):

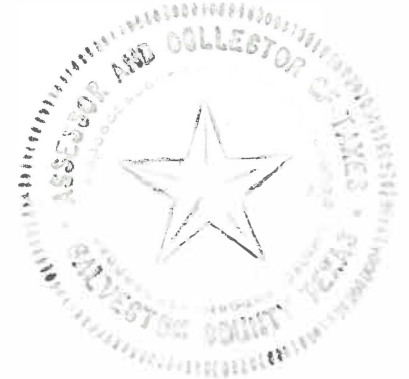
1 GALVESTON CO
2 ROAD & FLOOD
332 CITY OF LA MARQUE
605 COLL OF THE MAINLAND

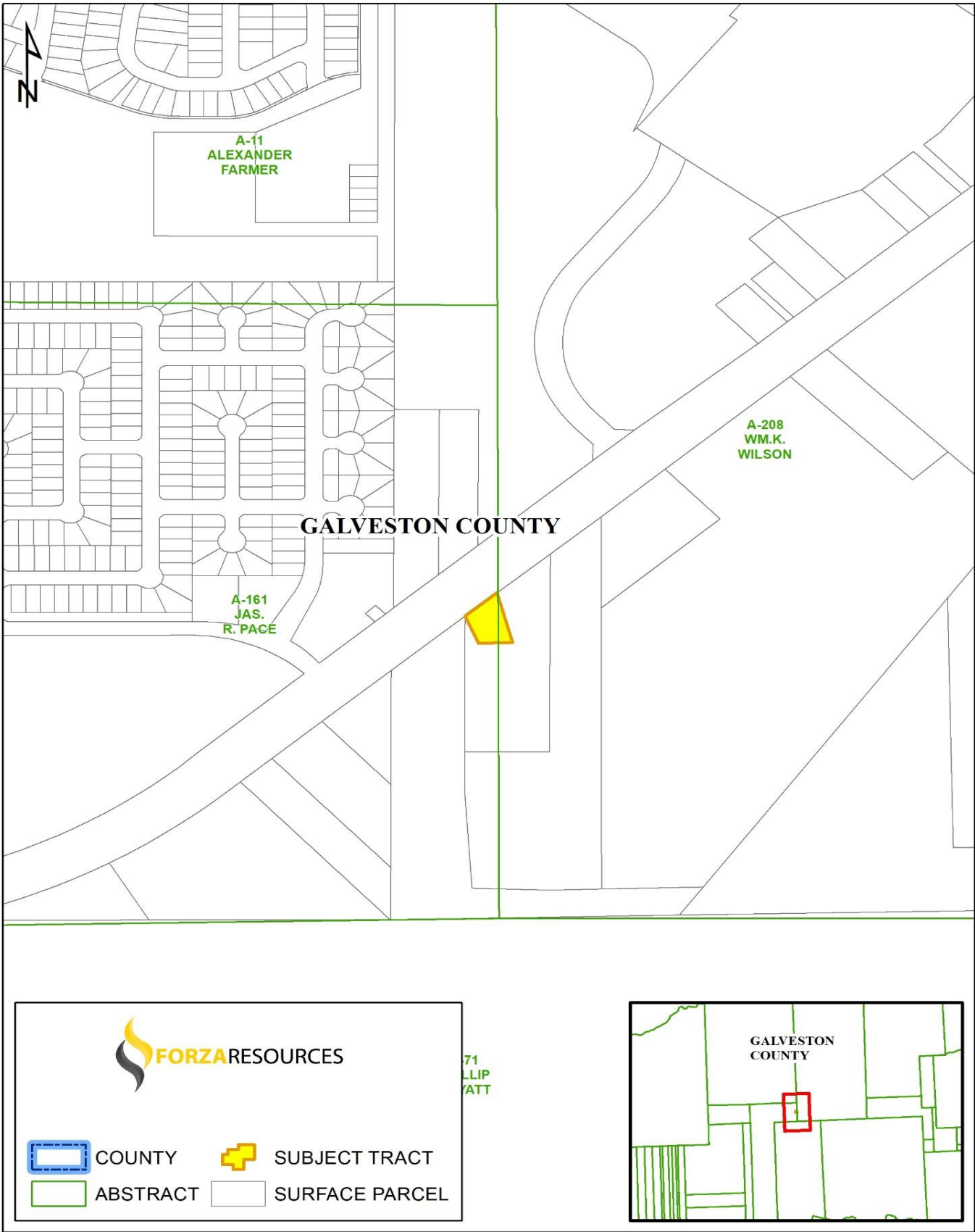
2022 Value:	653,400
2022 Levy:	\$7,221.89
2022 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

Reference (GF) No: N/A

Issued By: *ns*

CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR





Prepared exclusively for HEN Infrastructure, LLC
Forza Resources, LLC
16601 Highway 155 South
Tyler, Texas 75703
(903) 906-0030
www.forzaresources.com

Type: Surface
Certified From: Patent to 04/19/2023
Tract Number:

Independent Landman: Sabrina Whitehead
Situating in: Galveston County, TX
Prospect: Mainland Site

LEGAL DESCRIPTION

0.512 acres, more or less, out of the W. K. Wilson Survey, A-208, Galveston County, Texas and being described in that General Warranty Deed dated March 31st, 2023 from Texas-New Mexico Power Company to HEN Infrastructure, L.L.C, filed as Doc# 2023016149 of the Official Public Records of Galveston County, Texas.

EXAMINATION OF OWNERSHIP

SURFACE OWNERSHIP			0.51200000 Gross Acres	
Owner	Fraction	Decimal	Net Acres	Comments
1 HEN Infrastructure, L.L.C.	1	1.00000000	0.51200000	
TOTAL	1.00000000	1.00000000	0.51200000	

ANALYSIS OF LIENS, ENCUMBRANCES, EASEMENT, LEASES

EASEMENTS/ROW

EASEMENT/ROW #1

Grantor: J O Ross
Grantee: White Oil Pipe Line Company
Effective Date: March 1, 1920
Recording Information: 321/499

EASEMENT/ROW #2

Grantor: Maco Stewart and Louise Bisbey Stewart, widow
Grantee: County of Galveston, TX
Effective Date: April 17, 1941
Recording Information: 645/543

EASEMENT/ROW #3

Grantor: Maco Stewart and Louise Bisbey Stewart, widow
Grantee: County of Galveston, TX
Effective Date: April 17, 1941
Recording Information: 647/368

EASEMENT/ROW #4

Grantor: Maco Stewart and Louise Bisbey Stewart
Grantee: Humble Oil & Refining Company
Effective Date: July 17, 1945
Recording Information: 695/602

EASEMENT/ROW #5

Grantor: Maco Stewart and Louise Bisbey Stewart, widow
Grantee: County of Galveston, TX
Effective Date: January 4, 1946
Recording Information: 737/590

EASEMENT/ROW #6

Grantor: Albert J DeLange, Independent Executor of the Estate of Maco Stewart, deceased and Louise Brisbey Stewart, widow
Grantee: State of Texas
Effective Date: February 18, 1954
Recording Information: 1035/404

EASEMENT/ROW #7

Grantor: Texas-New Mexico Power Company
Grantee: HEN Infrastructure, L.L.C.
Effective Date: 3/31/2023
Recording Information: 2023016150

EASEMENT/ROW #8

Grantor: HEN Infrastructure, L.L.C.
Grantee: Texas-New Mexico Power Company
Effective Date: 3/31/2023
Recording Information: 2023016151

ADDRESSES

SURFACE OWNERS

#	Name	Address	Phone	Email	Notes
1	Texas-New Mexico Power Company	414 Silver Ave SW Albuquerque, NM 87102-3289			

MISCELLANEOUS

LANDMAN STATEMENT

Notes 1: Between 1910 and 1933, J O Ross and Horace Booth were joint owners of 2678 ac in the W K Wilson Survey. There are multiple deeds filed of record in which Horace Booth conveys ARTI in many parcels and Lots and J O Ross agrees to assume all the responsibility of the DT covering said lands; however no conveyance of the subject lands from Horace Booth to J O Ross was located. The widow of J O Ross conveys the subject lands in 1933. No subsequent deeds reference any other prior owner of the lands other than J O Ross.

Notes 2: The above ROW/EAS are indicated as being part of lands in the W K Wilson survey, granted by the record owners; however it is unconfirmed if the ROWs are relevant to the subject 5 acre tract.

CAD MAP



Project Name: Battery Energy Storage System

Site Name: Mainland BESS Site

Owner: Hunt Energy Network

Introduction

Hunt Energy Network is actively developing energy resources and infrastructure to be integrated with the Electric Reliability Council of Texas ("ERCOT"). These grid interconnected Battery Energy Storage System (BESS) projects will provide energy storage capabilities to expand investment into clean energy solutions.

Description

A BESS is an electrochemical device that charges (or collects energy) from the grid or a power plant and then discharges that energy at a later time to provide electricity or other grid services when needed.

As reference, please see the image below for one of our sites currently operating in Pecos, TX.

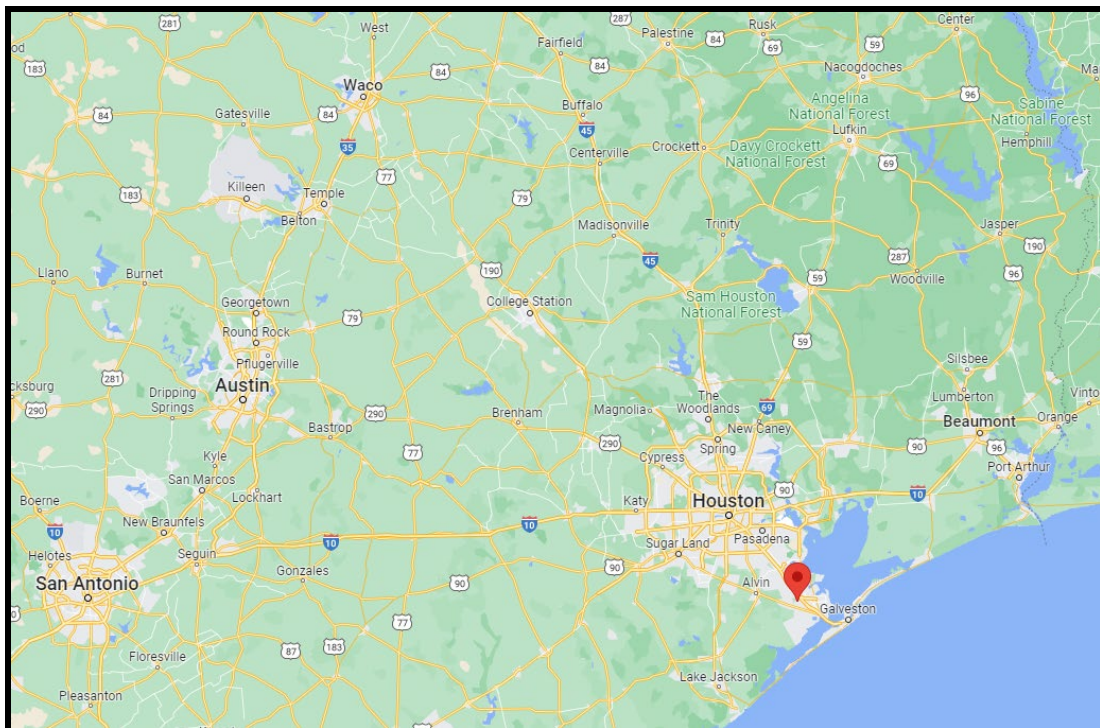
Additionally, shown on the last page of this document is our proposed site layout for the Mainland BESS site.



Location

Mainland BESS site location off of FM1764. Parcel Id: 363493

Please see below images for our proposed project location:



Safety Standards

Environmental and Thermal Management Features

- Enclosure rated to NEMA 3R with corrosion conditions to C4 or above
- Designed to operate at ambient temperatures between -15°C and 55°C

Codes and Standards Compliance

- The DC System and its components are qualified and installed to all relevant standards including, but not limited to UL1973, UN 38.3, IEC 62619
- The DC System is designed to meet requirements associated with UL 9540 as part of a system certification process
- NFPA 855 requirements for Fire Safety
- IEEE 519 Harmonic Specification
- Inverters certified to UL 1741

Fire and Safety features

- During a fire event, the results of the UL 9540A test show that any internal fire or thermal event is contained within the enclosure and does not spread to adjacent DC Systems or structures.
- UL 9540A test result is achieved without active fire suppression systems
- Enclosure pressure relief device is used to mitigate risk of combustible gas build-up
- Fire monitoring with smoke and heat detectors for early fire detection
- Local E-Stop to perform emergency shut-down

Contact Information

Hunt Energy Network

Thomas Ault

817-223-1203

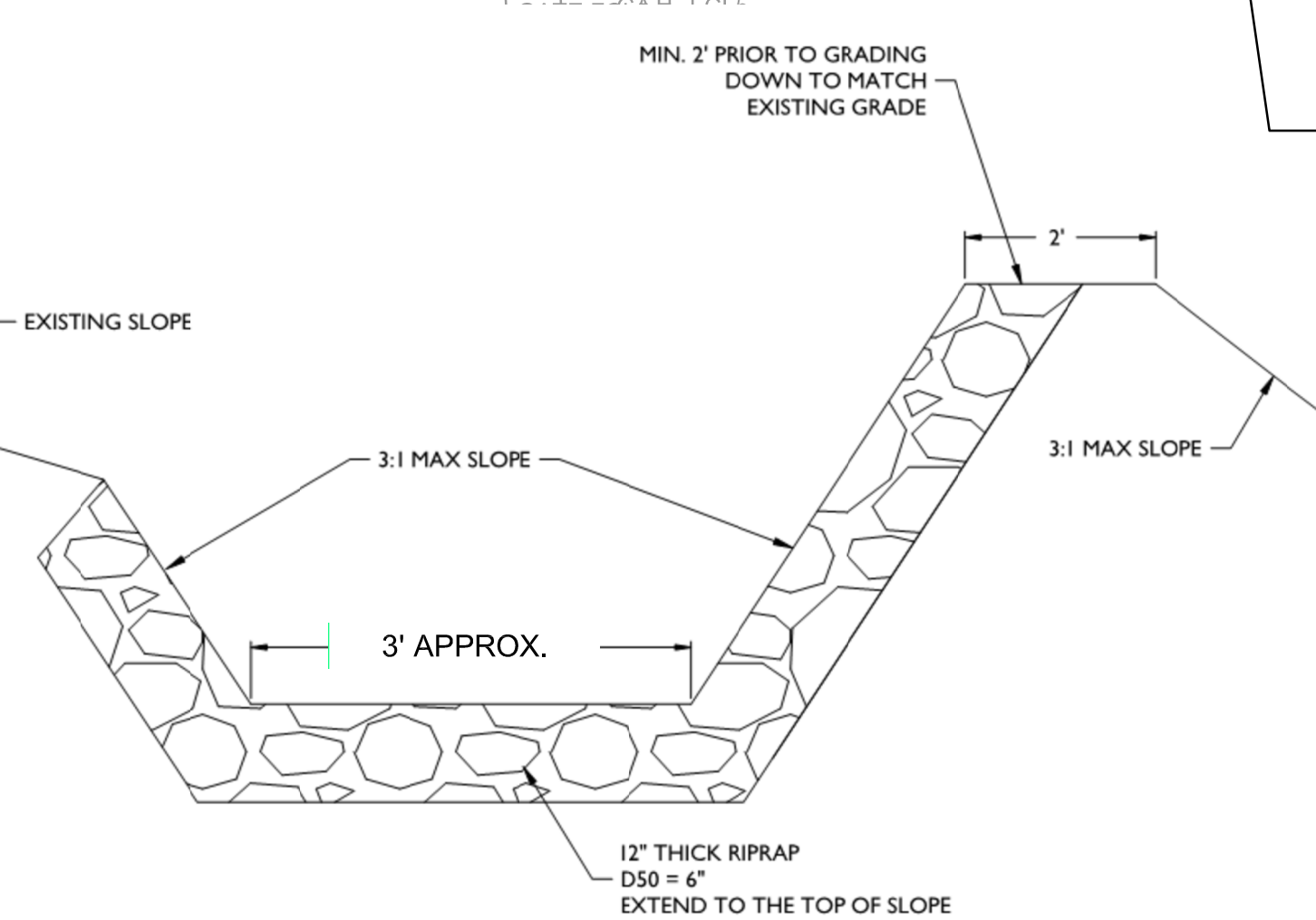
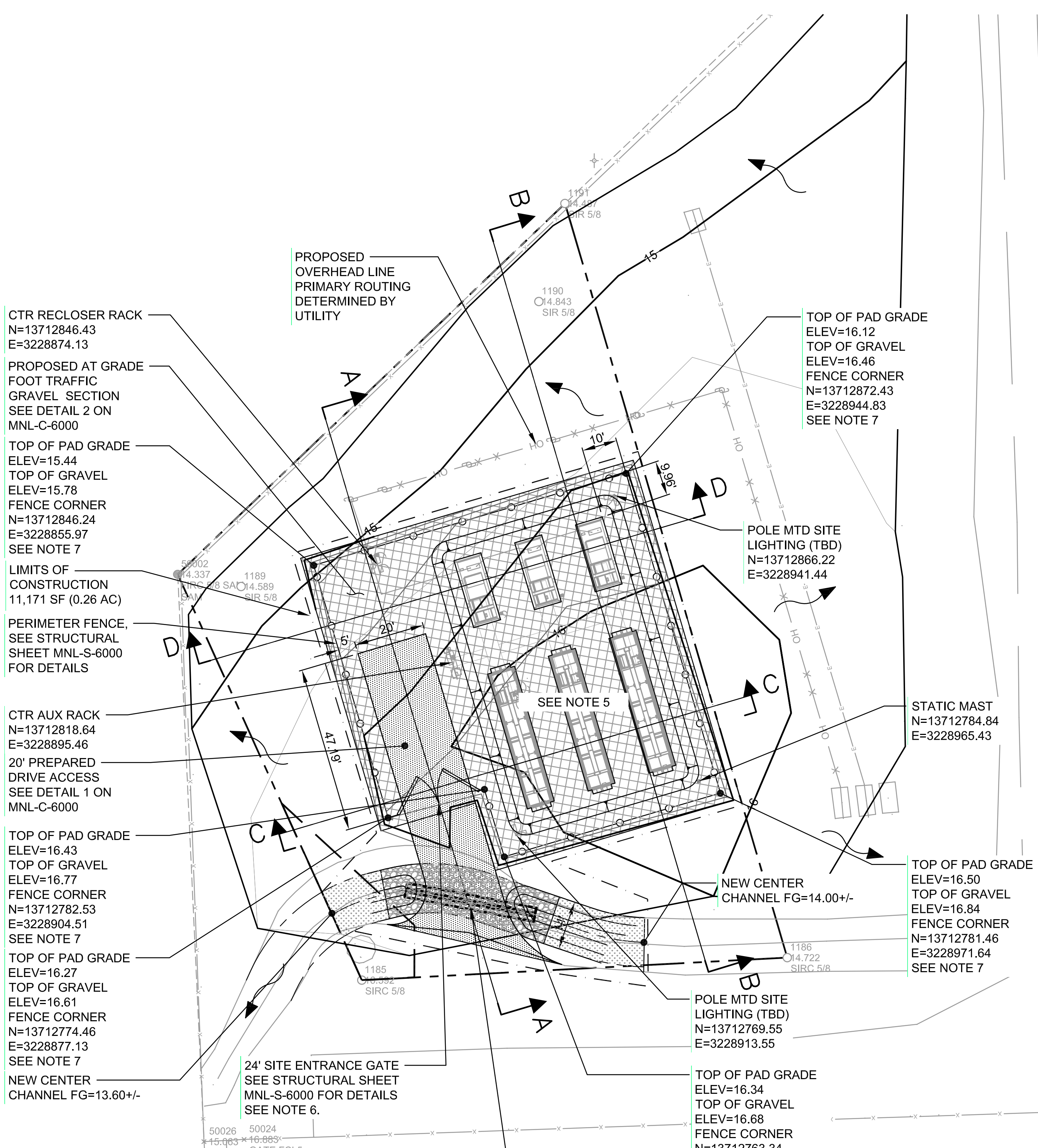
TAult@huntenergy.com

Hunt Energy Network

Alan Hoeft

972-757-0787

AHoeft@huntenergy.com



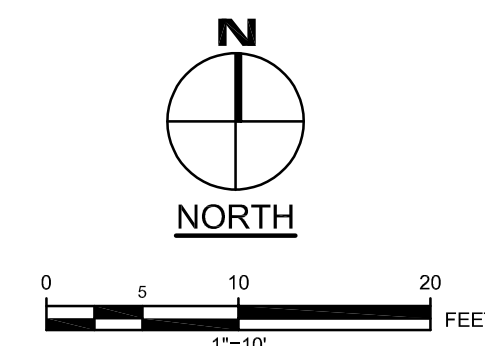
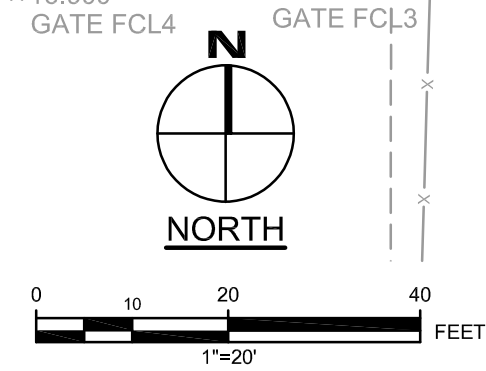
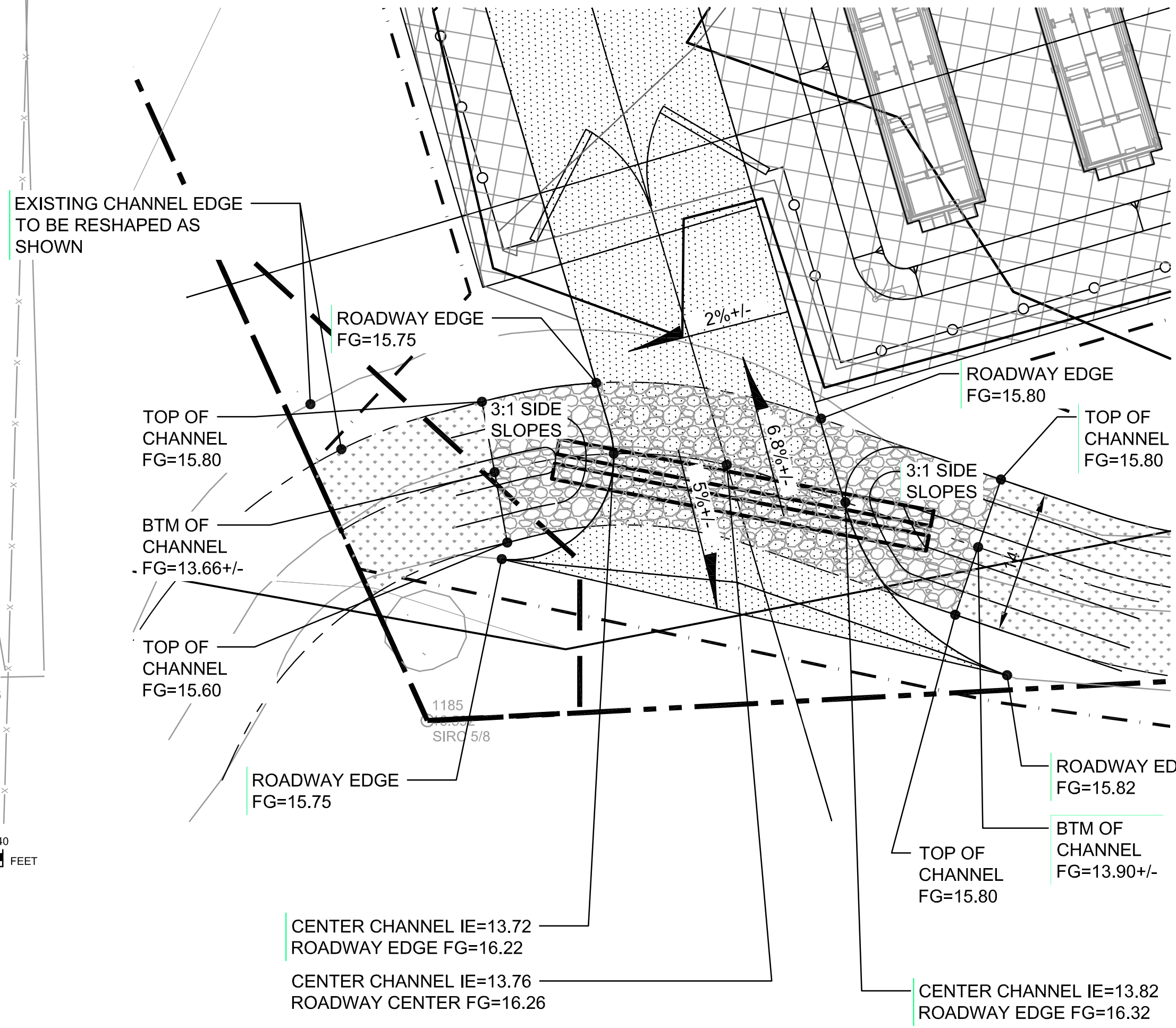
NOTES:

1. SEE MNL-C-0001 AND MNL-C-0002 FOR GENERAL NOTES.
2. SEE MNL-C-1000 FOR EXISTING CONDITIONS PLAN.
3. SEE MNL-C-1001 TESC AND SITE PREP PLANS.
4. ROAD TO BE EXCAVATED AND INSTALLED TO MATCH EXISTING GRADE AND CROWN ROAD.
5. FOR DETAILS SEE ELECTRICAL (MNL-E-6010 - 7009) FOR EQUIPMENT AND STRUCTURAL (MNL-S-6000 - 6002) FOR PADS AND FOUNDATIONS.
6. SITE GATE TO HAVE SITE ADDRESS CLEARLY POSTED AND FIRE DEPARTMENT LOCK BOX PROVIDED.
7. REFER TO SURVEY BY LANDPOINT FOR DATUM AND CONTROL UNDER SEPARATE COVER.
8. CONTRACTOR TO VERIFY AND MAINTAIN LOW POINT OF EXISTING FLOWLINE FOR CULVERT. WHERE HATCHING SHOWN CONTRACTOR TO LINE 12" THICK WITH RIP RAP. FROM RIP RAP TO TRANSITION TO EXISTING HYDROSEED CHANNEL. ALL SLOPES AT HEADWALL, SURROUNDING PIPE, AND NEW CHANNEL TO BE 3:1. IN AREAS WHERE THE CHANNEL IS FILLED CONTRACTOR TO FILL IN LIFTS AND FOLLOW THE GEOTECHNICAL RECOMMENDATIONS.

SUMMARY TABLE:

LEGEND:

- CONSTRUCTION LIMITS
- PROPERTY LINE
- UTILITY EASEMENTS
- FENCE LINE
- EXISTING FENCE LINE
- OVERHEAD UTILITY POWER
- PREPARED DRIVE ACCESS
- RIP RAP LINED SWALE
- PEDESTRIAN GRAVEL AREA
- HYDROSEED REPAIR
- FLOW ARROW



Artifex Engineering Consultants
1107 1st Avenue
Suite 1304
Seattle, WA 98101

FastGrid, LLC
225 E Germann Road
Suite 310
Gilbert, AZ 85297

REV	DESCRIPTION	DATE
0	DRAINAGE REVIEW	04/20/2023

PROJECT NAME:
**MAINLAND
BATTERY STORAGE FACILITY**

PROJECT ADDRESS:
**XXXX FM1764
LA MARQUE
TEXAS, 77568**

SEAL:

DATE:
04/20/2023

PROJECT #:
200039.06

DRAWN BY:
MPK

CHECKED BY:
DM

SHEET NAME:
CIVIL SITE GRADING PLAN

SHEET #:	REV #:
MNL-C-1003	0

Galveston Central Appraisal District

GEOID	ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
7385-0000-0017-013	360877	EXP-DRAINAGE DITCH #2		5000 FM 1765		LM	TX	77568
7385-0000-0017-008	312317	STEWART LINDA H TR	MS TRUST -	6335 W NORTHWEST HWY APT 413		DALLAS	TX	75225-3534
3969-0001-0001-000	614257	PS LPT PROPERTIES INVESTORS		DEPT-PT-TX-26908	PO BOX 25025	GLENDALE	CA	91221-5025
7385-0000-0019-009	359811	EXP-DRAINAGE DITCH #2		5000 FM 1765		LM	TX	77568
7385-0000-0015-001	228664	LA MARQUE 80 PARTNERS LTD		4808 GIBSON ST		HOUSTON	TX	77007
7385-0000-0019-017	728567	PDC 1 LA MARQUE LLC		950 ECHO LN STE 200		HOUSTON	TX	77024
7385-0000-0019-006	304858	YODE INVESTMENTS LLC		% DEANO MERRIGAN	5309 I-45 SOUTH	LA MARQUE	TX	77568



CITY COUNCIL AGENDA FORM

Meeting Date: **June 12, 2023**

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding a Resolution pertaining to Oak Street Bridge Replacement by the Texas Department of Transportation (TxDOT) and City participation of ten percent (10%) of the Construction Cost of the Project in the amount of \$66,500

ATTACHMENTS FOR REFERENCE:

- 1. Resolution**
- 2. Notice of Project Award and Project Cost**
- 3. Waiver Letter**
- 4. Oak Street Bridge Location (Aerial view map)**
- 5. Oak Street Bridge (Street view map)**

STAFF BRIEFING:

- ❖ The City was notified by TxDOT in July 2022 that the Oak Street Bridge, located between Ross and Main streets, was selected for replacement based on the Off-System Bridge Replacement Program.
- ❖ The Total Construction Cost is \$665,500 with a 10% Local Match of \$66,500.
- ❖ The City can request a Waiver of the Cash Match by completing a Project which improves other deficient structures or drainage facilities.
- ❖ The Public Works Department and Engineering submitted the Wisteria Storm Sewer Improvement {Project to meet the “equivalent match” requirement in lieu of the cash match. *(Optional Project to meet the “equivalent match” would be the Westlawn SW Improvement Project.)*}
- ❖ The Wisteria Project is currently under funding review by the Texas Department of Agriculture - Community Block Grant Program
- ❖ The Match Funding for the Wisteria Project is \$75,000; TxDOT provided guidance that the match funding would qualify for the “participation-waived” Project, but must be completed within three (3) years of the letting of participation-waived Project.
 - City Manager has reviewed and approved.
 - Finance Director has reviewed and approved.
 - City Attorney has reviewed and approved.
 - City Engineer has reviewed and approved.



CITY COUNCIL AGENDA FORM

TARGET IMPLEMENTATION:

- September 2026 - Oak Street Bridge Replacement Bid Date

SIGNIFICANT ACTION DATES:

- July 1, 2023 - Approved Waiver Request by TxDOT
- April 2024 - Westeria Storm Sewer Improvement Project Bid Date
- October 2024 - Westeria Project anticipated completion Date

ACTION:

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

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	\$66,500
Acct. Name(s)	Storm Sewer Improvements
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve the Resolution to accept the Project Award by TxDOT for the replacement of the Oak Street Bridge and approve the submission of the Waiver Letter to use Westeria Project matching funds to satisfy and equivalent match requirement for the participation-wavued Project.

FISCAL IMPACT: The \$66,500 expenditure will be used as equivalent match; however, the actual expenditure will be made through the Westeria Project.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AUTHORIZING THE RECONSTRUCTION OF A LOCAL BRIDGE ALONG OAK STREET IN THE CITY OF LA MARQUE, TEXAS, REQUESTING A LOCAL MATCH WAIVER FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (“STATE”), AND AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO ENTER INTO AN AGREEMENT WITH TXDOT FOR THE RECONSTRUCTION OF THE BRIDGE.

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, the City of La Marque, Texas hereinafter referred to as the Local Government owns a bridge located at; and

Location of Bridge	National Bridge Inventory Number (NBI)	Control-Section-Job number (CSJ)	10% Local Government Participation Required
S. Oak Street at Drainage Ditch	12-085-0-K01236-228	0912-73-228	\$66,550

WHEREAS, projects to remedy this bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116292 dated August 30, 2022; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction or the jurisdiction of a geographically adjacent or overlapping governmental unit, such a project of structural improvement work being referred to as an “equivalent-match project”; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is **\$66,550.00 (dollars)**, hereinafter referred to as the “participation-waived” project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

NOW THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project in return for waiver of the local

match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
Wisteria Street at Winding Way and Ross Street	Yes	Construct 24 inch storm sewer with grate top inlets on each side of Wisteria Street (cross-drainage)	\$75,000

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. Should this waiver request be approved, the Local Government approves the execution of an Advance Funding Agreement with the State for the participation-waived project or amendment to a previous Advance Funding Agreement executed between the State and Local Government. The Mayor or City Manager is authorized to execute the agreement on behalf of the Local Government.
2. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
3. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
4. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
5. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
6. The Local Government will be allowed three years after the contract award of the participation-waived projects to complete the structural improvement work on the equivalent-match project(s).

7. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of June 2023.

Kierra Nance, TRMC
City Clerk

Keith Bell
Mayor

From: [Kirsten L. Lozano](#)
To: [Rick Sailer](#)
Cc: [David Nitsch](#); [Kevin Parker](#)
Subject: New City of La Marque Bridge Project Approved for Funding by TxDOT
Date: Friday, July 8, 2022 9:12:32 AM
Attachments: [New Bridge Project- City of La Marque.xlsx](#)

[External Email] This message originated from outside your organization.

Good Morning,

This is to advise you that the deficient bridge listed on the attached spreadsheet has been approved for replacement under the Texas Department of Transportation's (TxDOT) Off-System Bridge Replacement Program.

Please review and respond if the City of La Marque would like to replace the bridge through an agreement with TxDOT. The agreement can be structured as an 80-10-10 percent split (federal-state-local) where the City would pay ten percent; or, the ten percent cash match the City is responsible for may be waived if the City agrees to use an equivalent dollar amount to structurally improve other deficient structures or drainage facilities. The federally funded project on which the City's ten percent cost participation is waived is referred to as the "participation-waived" project, while the project(s) to be performed by the City in return for the waiver is referred to as the "equivalent match" project(s). Equivalent-match projects must be completed within 3 years of the letting of the participation-waived project.

The total 10% requirement for City participation on the bridge shown on the attachment is \$66,550.00.

If you have any questions please let me know.

Thanks,
Kirsten

Kirsten Lozano
Transportation Planner
TxDOT-Houston District





1801 S Oak St
Oak Street Bridge



La Marque, Texas

Google Street View

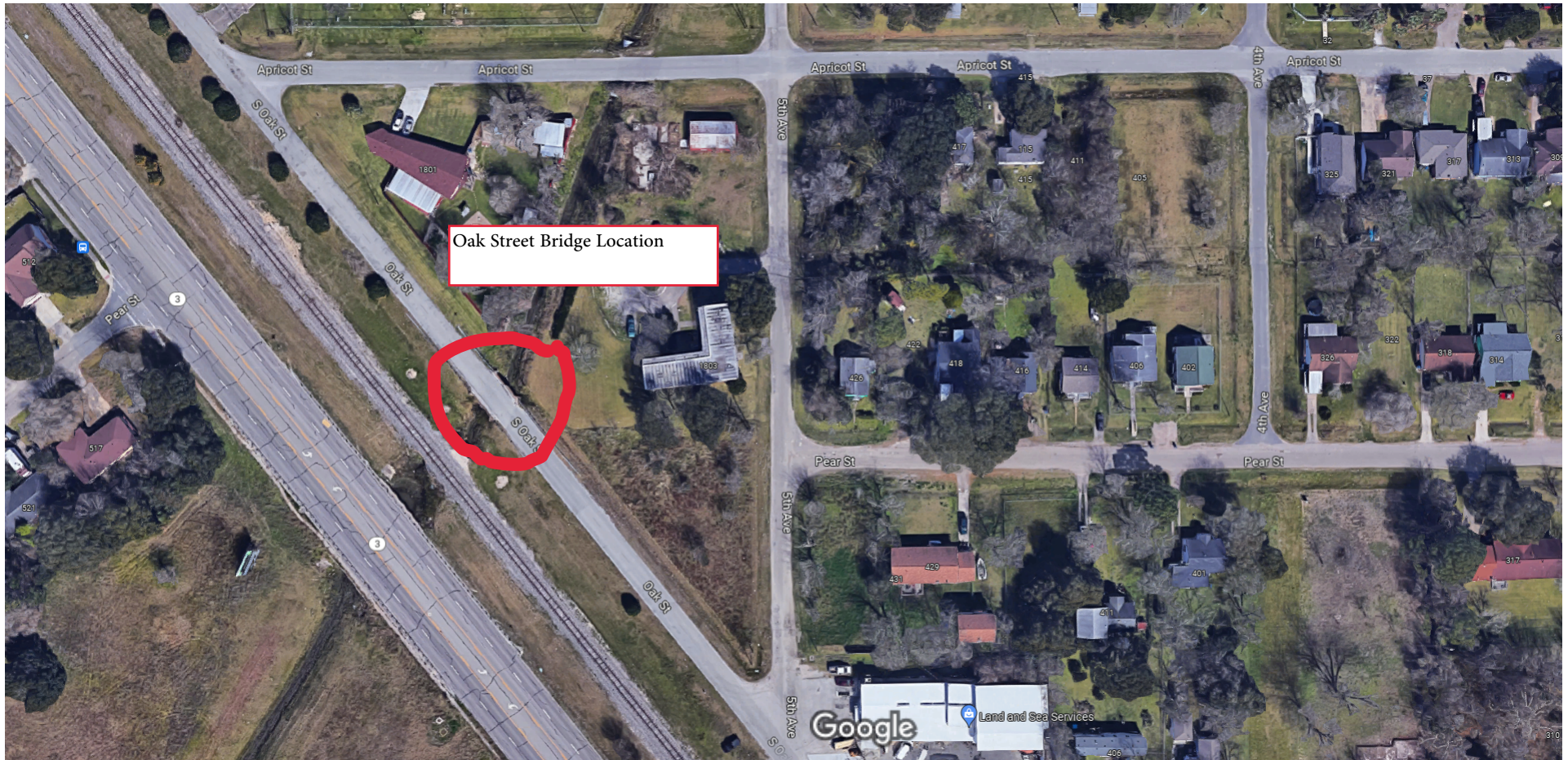
Sep 2019 See more dates

Image capture: Sep 2019 © 2023 Google





Oak Street Bridge Location



Imagery ©2023 Google, Imagery ©2023 CNES / Airbus, Houston-Galveston Area Council, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, Map data ©2023 Google 50 ft

RESOLUTION NO. R-2023-00

A RESOLUTION ACKNOWLEDGING THE RELATIONSHIP BETWEEN THE LA MARQUE GARDEN CLUB AND CITY OF LA MARQUE

WHEREAS, The City of La Marque and the La Marque Garden Club have a longstanding history of cooperation.

WHEREAS, The City of La Marque shall render and provide services to include, but are not limited to water, electricity, and maintenance of flowers and gardens created by the La Marque Garden Club on City properties.

WHEREAS, The La Marque Garden Club shall render and provide services to include, but are not limited to landscape design and installations at City Hall upon approval of the La Marque City Manager.

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 Council of La Marque, Texas acknowledges the Memorandum of Understanding between La Marque Garden Club and the City of La Marque, Texas.

The City Manager is authorized to sign the nonbinding Memorandum of Understanding between the City of La Marque, Texas and La Marque Garden Club attached as Exhibit 1.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the ____ day of _____ 2023.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on June 1, 2023 (the "Effective Date"), by and between La Marque Garden Club located at 816 Howell Ave, La Marque, Texas 77568 (the "First Party"), and City of La Marque located at 1111 Bayou Rd, La Marque, Texas 77568 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The project on which the Parties are intending to collaborate, has the following intended mission in mind:

The beautification of La Marque through the use of plants, flowers, landscaping, and art.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the project.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for civic beautification projects such as replanting the verge garden by the City Hall parking lot on Cedar drive, the garden areas in front of City Hall, the flower pots at the La Marque Public Library and the La Marque Police Department, and other projects as they come up in the future
, and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the project contemplated herein for any reason or no reason. A binding commitment with respect to the project described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the project.

La Marque Garden Club shall render and provide the following services that include, but are not limited to:

Developing a new landscape design for the verge by the City Hall parking lot on Cedar Drive, and install it as funds, and plants are obtained. Since we want this to be a native garden, this may take a while. The garden areas in front of City Hall are planted and maintained by the club. The flower pots at the library and the police department are planted and maintained by the club. We will replace the plants in the pots, in front of City Hall, and in the verge as needed. The club will stay in contact with the City Manager as deemed necessary by the City, and get final approval from the City Manager on the verge landscape design.

City Of La Marque shall render and provide the following services that include, but are not limited to:

The City of La Marque shall provide water and the electricity needed to maintain the gardens and flower pots at City buildings that have been provided by the club. The City agrees not to use herbicide on the verge, but supplying the herbicide for the club's use would be helpful. The City agrees not to cut back shrubs or grasses in the gardens maintained by the club unless a club member is present. The club asks the City to investigate the possibility of installing a watering system for the verge garden.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 2 years from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any

Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Texas.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by La Marque Garden Club and City of La Marque and shall be effective as of the date first written above.

(First Party Signature)
La Marque Garden Club
816 Howell Ave
La Marque, Texas
77568

(Date)

(Second Party Signature)
City of La Marque
1111 Bayou Rd
La Marque, Texas
77568

(Date)



CITY COUNCIL AGENDA FORM

Meeting Date: June 12, 2023
Prepared by: Chief Randall Aragon
Department: Police

Agenda item: _____
Reviewed by: _____

AGENDA ITEM DESCRIPTION: Recognition of LMPD Employees

STAFF BRIEFING:

The following LMPD employees were recently recognized for meritorious services as listed:

Officer Aaron Skaggs: “Fifty Club Annual Award” (Officer of the Year—2022). Awarded May 8, 2023. Aaron’s productivity regarding patrol services, as measured by the department’s productivity reporting system, has been well above the norm. Most importantly, besides exemplary levels of productivity, Aaron’s service delivery is also unquestionably of a high quality.

Corporal Nicole Galindo: “Sons of American Revolution Award.” Awarded May 20, 2023. On Friday, November 4, 2022, at approximately 4:30 p.m., LMPD Officers were dispatched to a subject who overdosed on opioids. Upon arrival, the victim of the overdose was unresponsive. Based on her training and experience, Corporal Nicole Galindo recognized the subject was likely suffering from an opioid overdose. Corporal Galindo administered naloxone (NARCAN) to the victim and the victim was revived. The victim was transported by EMS for further medical treatment.

Community Policing Officer Kelli Stanford: “LMPD Monthly Employee Excellence Award” (for April 2023.) She has distinguished herself by delivering highly productive and quality law enforcement services to our citizens during this award period.

Community Policing Officer Armando Rojas: Awarded the honor of “Community Policing Officer of the Year for 2022”.

HISTORY: N/A

TARGET IMPLEMENTATION: N/A

SIGNIFICANT ACTION DATES: City Council Meeting of June 12, 2023.



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	0
Actual Bid	
Estimated Expenditure	0
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Chief Aragon & his Command Staff recommend recognition of employees contained herein.

FISCAL IMPACT: N/A.



Citywide Sanitary Sewer Inflow & Infiltration Reduction Project
HUD Mitigation Competition (HMID)
CDBG-MIT Contract No. 22-083-003-D208

On behalf of the City of La Marque, Adico, LLC has evaluated the bids received for the Citywide Sanitary Sewer Inflow & Infiltration Reduction Project. The project was publicly advertised, and bids were opened on March 31, 2023. See attached Bid Results.

The lowest bid was higher than the project's construction budget funded by the General Land Office (GLO). We discussed this with Grantworks and were informed that due to the fact that additional funds would not be provided by the GLO, we would need to rebid the project.

We have restructured the bid and expect to begin the re-bidding process in June 2023.



CITY COUNCIL AGENDA FORM

Meeting Date: June 12, 2023

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Authorization for the Auction Sale of used equipment, no longer used or needed.

ATTACHMENTS FOR REFERENCE:

1. Used Equipment Details

STAFF BRIEFING:

- The Fleet Service Center (FSC) has become a graveyard of old used equipment which has never been disposed of over the last few years.
- The equipment listed are not in use and there is no intention to put them in service or try to repair for any purpose.
- This is an ongoing process to dispose of vehicles and equipment at the Service Center Graveyard. If the items do not sell at auction they will be scraped.
 - City Manager has reviewed and approved.
 - Finance Director has reviewed and approved.

HISTORY:

- The equipment listed in this Agenda Memo has been discarded in the FSC for many years, with vegetation growth overtaking the equipment, we have no intention to use or repair the equipment for use.

TARGET IMPLEMENTATION - Auction Timeline

- June - August 2023

FISCAL IMPACT: Revenue dollars unknown if they sell at auction. **Estimated revenue if scrap option is utilized is \$5,000 - \$10,000**

STAFF'S RECOMMENDATION:

Motion to approve the Auction Sale of five (5) used equipment items.

U: 221/V: 326.5
 HYDRO-SCOPE-1989
 Model: 460 GRADALL
 S# 173818 "SCAP"
 Lot # 407 / MS: 909-24
 (A)



12 30 2020



12 30 2020

V: 805 / V: 9376

FORD F600-1996
DUMP TRUCK-2TON
FLAT BED WITH
SIDE BOARDS

TAG: 720-148

SAYS: VICTIM-SCAPPED
PR (B)



V: 247 / V: 5269

BULL DOZER
CATAPILLAR
MODEL: D5

1970

SCRAP 1 T_{PS}

#

32000

000

#28, 000

MARK

MARK 1972

GOOD

F

53 years old



V: 207 / V: 9430

GMC

Model: 7600

Dump Truck

Tag: 481-154

Scrap 17 lbs

②

1985 - 38 years old



BADGER 460

SCRAP IT



Gradall - 1987

36 years old





CITY COUNCIL AGENDA FORM

Meeting Date: 06-12-2023
Prepared by: Kyle Hunter
Department: OEM

Agenda item: _____
Reviewed by: _____

AGENDA ITEM DESCRIPTION: Informational item to make the Council aware of a Request for Proposals - Disaster and / or Storm Recovery Services

X

ATTACHMENTS FOR REFERENCE

1. RFP

STAFF BRIEFING:

HISTORY: As we are in Hurricane season already we are going out for RFP's to handle Disaster and / or Storm Recovery Services which includes debris pickup and paperwork for FEMA reimbursement if a disaster were to hit the City of La Marque

TARGET IMPLEMENTATION: June 26, 2023

SIGNIFICANT ACTION DATES:

ISSUANCE OF RFP: June 12, 2023

PRE-PROPOSAL CONFERENCE: 11 AM June 14, 2023

DEADLINE FOR QUESTIONS: 1 PM June 15, 2023

SUBMITTAL DEADLINE: 12 PM June 16, 2023

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION:

FISCAL IMPACT:



City of La Marque

REQUEST FOR PROPOSAL

Proposal Reference Number: RFP# 23-03

Project Title: Disaster and / or Storm Recovery Services

Proposal Closing Date: 12:00 P.M.(CST), June 16, 2023

No Proposals submitted after the above deadline will be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME:	Disaster and / or Storm Recovery Services
ISSUANCE OF RFP	June 12, 2023
PRE-PROPOSAL CONFERENCE:	10:00 A.M (CST), June 14, 2023 Via zoom: https://cityoflamarque-org.zoomgov.com/j/1611779625
DEADLINE FOR QUESTIONS:	12:00 P.M (CST), June 15, 2023 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:	12:00 P.M (CST), June 16, 2023 Electronic submittals required Upload Submittal Here
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 three (3) year Agreement with an option to automatically renew for two (2) additional years in one (1) year increments.

SECTION I - INFORMATION & INSTRUCTIONS

1.0 SUBMISSION REQUIREMENTS:

1.1 Electronic submittals required - [Upload Submittal Here](#) on or before the above listed deadline.

1.2 Proposal Format: Proposals shall include the following information at a minimum:

- a) **Proposal Document** – This request for Proposal Document signed by a responsible party (Form A).
- b) **Description of Capabilities** – Detailed description of capabilities as requested.
- c) **Fee Schedule** – Fees per instructions in Section III.
- d) **Debris Management Experience** – Relative information on Provider's response to a specific local disaster.
- e) **Firm Qualifications** – Description of vendor's staff, locations of staff, staff capabilities, and roles.
- f) **References** – References including municipal agencies and/or local businesses with contact names and descriptions of the work.
- g) **Affidavit and Questionnaire** – Attached: Member Contact Information, BID Affidavit, Conflict of Interest Questionnaire, Blocked Persons Affirmation
- h) **Insurance** – Minimum Insurance qualifications are listed below.
- i) **Financial Capability** – Bonding and Credit credentials as listed below.
- j) **NIMS Compliance** – Employee training and operations.
- k) **Additional Recovery Services** – Fees and services per instruction in Section 4.29-4.31.
- l) **Technical Services** – Consulting firm in addressing crisis and emergency management support.
- m) **Attachments** – Attachment 1, Attachment 2, and Attachment 3

1.3 Addenda: Proposers will be notified in writing of any change in the specifications contained in this RFP. It is the sole responsibility of the **Proposer** to assure that they have received the entire Request for Proposal and any addenda(s).

1.4 Clarifications: No verbal or written information which is obtained other than through this RFP or its addenda(s) shall be binding on the City of La Marque. No employee of the City of La Marque, other than the person designated herein, is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.5 Accepting and Rejecting Proposals: The City of La Marque reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

1.6 Request for Additional Information: Prior to the final selection, proposers may be required to submit additional information or make oral presentations which the City may deem necessary to further evaluate the proposer's qualifications.

1.7 Denial of Reimbursement: The City of La Marque will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.8 Gratuity Prohibition: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of La Marque for the purpose of influencing consideration of this proposal.

1.9 Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1.10 Right of Negotiation: The City of La Marque reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

1.11 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of La Marque and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.12 Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of La Marque, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.

1.13 Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of La Marque when received. Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City to the extent allowable in the Open Records Act.

1.14 Basis of Award: Proposals will be evaluated according to the following criteria:

1. Firm Qualifications and Experience – 20%
2. Personnel Qualifications and Emergency Planning/Response Experience–20 %
3. NIMS adoption and compliance in employee training and operations – 10 %
4. Project Understanding and Approach - 20 %
5. Management Systems/Reporting Systems/Training Manual – 10 %
6. Cost of Services Proposed - 15 %
7. Experience with City of La Marque – 5%

1.15 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. Questions regarding this request for proposal must be submitted in accordance with the instructions contained in the RFP.

1.16 Contract: The contract between the City of La Marque and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP, including any resultant negotiation and shall be accepted only upon approval by City Council and signature by the Mayor. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of La Marque reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.17 Contract Term: The contract term shall begin upon award at City of La Marque Council approval and shall continue for three (3) years. Further, City of La Marque reserves the right to renew the contract for two additional one-year periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing. Renewal shall be subject to approval by City of La Marque Council each period. Once renewal option is exhausted, the contract must be rebid. City of La Marque retains the right to reject any and all solicitations or to request new solicitations at any time if in the best interest of City of La Marque.

1.18 Termination of Contract:

Termination with Cause:

"Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, City of La Marque may terminate this Agreement. Nevertheless, City of La Marque reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the City or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

1.19 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

§ 60–1.4 Equal opportunity clause.

Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with

which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any

subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

b. If the FEMA (or Federal) award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by 7 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to City of La Marque and understands and agrees that City of La Marque will, in turn, report each violation as required to assure notification to the applicable federal program Administrator, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to City of La Marque and understands and agrees that City of La Marque will, in turn, report each violation as required to assure notification to City of La Marque and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator."

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining and Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201)

1.20 Use of Local Resources As per the Robert T. Stafford Act and FEMA regulations, Proposer will be able to use his/her own subcontractor resources to meet the obligations of the contract. It is expected that the Awarded Contractor will utilize at least **30%** of local subcontractors from resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

1.21 Response to Emergency Contractor must have representative within the city limits of La Marque within 24 hours after the eye of the storm has passed or other within 24 hours of any natural disaster where cleanup efforts are needed. Contractor must make contact with the City of La Marque representative within 48 hours of expected impact of storm.

1.22 Independent Contractor. The parties intend that Proposer, in performing services under this contract, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Proposer shall be free to contract for similar services to be performed for other persons, firms or corporations and Proposer is not to be considered an agent or employee of the City of La Marque and is not entitled to participate in any employee benefits of the City of La Marque. Further, the City of La Marque shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except with respect to the employees of the City.

1.23 Place of Performance, Applicable Law and Venue. This contract is performable in Galveston County, Texas, and shall be governed by the laws of the State of Texas (excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Galveston County, Texas.

1.24 Waiver of Interest. The Proposer selected by the City of La Marque shall waive all rights to interest on retainage as called for in Section 2252(2), Government Code, and shall execute a waiver of these rights simultaneously with the execution of the contract.

1.25 Accepting and Rejecting Proposals. The City of La Marque reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

1.26 Warranty of Authority If any of the undersigned is acting on behalf of a

partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS, and COVENANTS that such person has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

Section 2: Financial Responsibilities & Capabilities

2.1 INSURANCE

The proposer receiving the award and all subcontractors will obtain or possess the following insurance coverage's, and will provide Certificates of Insurance to the City to verify such coverage.

1. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City of La Marque and its agents, employees and officials.
2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
3. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.

2.2 BONDING AND OBLIGATIONS

The Contractor shall provide a payment and performance bond seven to ten days following activation of contract. Payment and performance bonds, individually, must be submitted for contracts over \$100,000.

Section 3: OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

Under this contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidances and policies, and as directed by the City of La Marque. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling debris to approved Temporary Debris Storage and Reduction Sites (TDSRS) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by

FEMA Publication 325 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the City of La Marque. It shall be the Contractor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued a notice to proceed, unless otherwise directed by the City of La Marque, in writing. This includes, but is not limited to:

1. Vegetative Debris

- a. Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber and wood products.
- b. Remains of standing trees which are clearly damaged beyond salvage.

2. Construction and Demolition (C&D) Debris

- a. Building materials, including wood structural members, concrete blocks, window glass, structural siding, and roofing materials including shingles or metal roofing panels.
- b. Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
- c. Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
- d. Metal debris, consisting of various thicknesses of corrugated metal and other thin sheet metal products.

Description of Designated Area

3.1.1 The designated area for debris removal is bound by City of La Marque limits and includes all public right-of-ways, easements, parks, debris staging areas within the areas of the entity. Roadways in municipalities within the City of La Marque's limits may assign debris removal responsibilities to the Proposer. Debris removal performed on these municipal roadways will be performed as identified by the City of La Marque. The City of La Marque may also authorize the Proposer to perform debris removal on NON-City of La Marque roadways or other areas as directed in writing by the City of La Marque.

3.1.2 All debris identified by the City of La Marque shall be removed. The Contractor shall make up to two complete passes through the City of La Marque's limits, removing all debris along each street Right-of-Way ("ROW"). It is at the City of La Marque's discretion to require a third pass to be performed by the Contractor. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City of La Marque or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor

shall not enter onto private property during the performance of this contract unless specifically authorized by the City of La Marque, in writing.

3.1.3 Contractor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all State, Local, and Federal regulations.

3.1.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

3.1.5 All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at TDSRS, unless approved in advance by the City of La Marque.

3.1.6 Loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than 6 inches in any dimension shall be left on site. Hand crews and rakes will be required.

3.1.7 Contractor will provide an on-site Project Manager to the City of La Marque. The Project Manager shall provide a telephone number to the City of La Marque with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with City of La Marque representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, LOCAL coordination, and damage repairs. Frequency of meetings may be adjusted by the City of La Marque. Proposer Project Manager must be available 24 hours-day, or as required by the City of La Marque.

3.1.8 The City of La Marque may provide the Contractor with Temporary Debris Storage and Reduction Sites (TDSRS). The Contractor will be responsible for returning the TDSRS to its original condition, abiding by all State and Federal environmental regulatory requirements.

1. TDSRS location to be determined within the City of La Marque.
2. Once TDSRS locations are determined, the Contractor will be provided with address, GPS coordinates, and estimated acreage.
3. Based on the severity of the disaster, the City of La Marque may task the Contractor with locating additional sites available as TDSRS.
4. The City of La Marque does not warrant or guarantee the availability or use of any dump sites. The Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the City of La Marque. The Contractor will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. TDSRS operations and remediation must comply with all Local, State, and Federal safety and environmental

standards. Contractor reduction, handling, disposal, and remediation operations must be approved, in writing, by the City of La Marque.

5. Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other City of La Marque approved sites that meet Local, State, and Federal Regulations for disposal will be made at the cost incurred by the Contractor. The Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.

3.1.9 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.

3.1.10 The City of La Marque reserves the right to inspect the TDSRS, verify quantities, and review operations at any time.

Section 4: SCOPE OF WORK

4.1 Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from City of La Marque roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the City of La Marque shall be clear and passable within (70) seventy working hours of the issuance of a notice to proceed from the City of La Marque to conduct emergency roadway clearance work. This may include roadways in municipalities within the City of La Marque. Clearance of these roadways will be performed as identified by the City of La Marque.

4.2 ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the City of La Marque ROW to a City of La Marque approved TDSRS or other designated disposal facility.

1. Vegetative debris existing in the City of La Marque ROW is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-ways, easements, City of La Marque parks, alleys, City of La Marque debris staging areas, and other areas as designated by the City of La Marque.
2. For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of vegetative debris existing in the City of La Marque will be

performed as identified by the City of La Marque.

4. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City of La Marque or its authorized representative.

4.3 ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the City of La Marque ROW to a City of La Marque approved TDSRS or other designated disposal facility.

1. C&D debris existing in the City of La Marque ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, City of La Marque parks, alleys, and City of La Marque debris staging areas.
2. For the purposes of this contract, C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of C&D debris existing in the City of La Marque ROW will be performed as identified by the City of La Marque.

4.4 Demolition, Removal, and Transport of Structures

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the City of La Marque. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a City of La Marque approved TDSRS or other designated disposal facility.

1. Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the City of La Marque.
2. Entry onto private property will only be permitted when directed by the City of La Marque. The City of La Marque will provide specific Right of Entry (ROE) legal and operational procedures.
3. Contractor is required to strictly adhere to any and all Local, State, and Federal regulatory requirements for the demolition of structures.

4.5 Temporary Debris Storage and Reduction Site (TDSRS) - Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous

costs necessary to manage and operate TDSRS for the acceptance, management, segregation, and staging of disaster related debris. TDSRS layout and ingress and egress plan must be approved by the City of La Marque

1. The management of TDSRS includes assistance in obtaining necessary Local, State, and Federal Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
2. Debris at the TDSRS will be clearly segregated and managed according to the separately priced collection operations outlined in section 4, "Overview of Work of Scope Rate Schedule Items."
3. Contractor is responsible for providing TDSRS traffic control.
4. Contractor is responsible for providing TDSRS dust control.
5. Contractor is responsible for providing 24-hour site security.
6. Contractor shall provide a tower from which the City of La Marque or its authorized representative can make volumetric load calls. The tower provided by the Contractor will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement.
7. Contractor is responsible for operating the TDSRS in accordance with Occupational Health and Safety Administration ("OSHA") guidelines.
8. Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the City of La Marque or its authorized representative.
9. Contractor is responsible to provide in proposal the rates for haul to TDSRS in increments of 0-15 miles, 16-31 miles and 32-60 miles.

4.6 Grinding (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the City of La Marque. Grinding must be approved by the City of La Marque prior to commencement of reduction activities.

1. All un-reduced storm debris must be staged separately at the TDSRS.
2. Proposer must obtain approval to reduce C&D debris from City of La Marque. If approved for reduction by City of La Marque, C&D debris must be reduced via grinding in order for the City of La Marque to compensate the Contractor for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

4.7 Incineration (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the City of La Marque. Incineration must be approved by the City of La Marque prior to commencement of reduction activities. All un-reduced storm debris must be staged separately at the TDSRS.

4.8 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at a City of La Marque approved TDSRS to a final disposal facility.

All unreduced storm debris must be transported to a final disposal facility separately from reduced debris.

4.9 Final Disposal Sites

In Brazoria County, the primary landfill for the City of La Marque is Sea Breeze Environmental Landfill. The landfill is located less than twenty miles from the City of La Marque. If the designated landfill is not available, the awarded contractor is required to submit a price per mile for any miles traveled greater than the estimated range.

Final disposal sites distance from the TDSRS and associated tipping fees should be provided to the City of La Marque prior to conducting final disposal.

4.10 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees (12) twelve inches or greater in diameter, measured (3) three feet from the base of the tree or chest height and hanging limbs (2) two inches or greater in diameter existing in the City of La Marque ROW. Further, debris generated from the removal of hazardous trees and hanging limbs (2) two inches or greater existing in the City of La Marque ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 4.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than (12) inches in diameter, measured (3) three feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with 4.2. The City of La Marque will not compensate the Contractor for leaning trees less than (12) twelve inches in diameter on a unit rate basis.

1. Removal and transportation of hazardous trees (12) twelve inches or greater in diameter and hanging limbs (2) two inches or greater in diameter existing in the City of La Marque ROW and private property will be performed as identified by the City of La Marque. All disaster specific eligibility guidelines regarding size

and diameter of leaning trees will be communicated to the Contractor, in writing, by the City of La Marque. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of (1) one of the following requirements:

- a. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare, and safety.
- b. The tree is dead, twisted, or mangled as a direct result of the storm and an Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

4.11 Removal of Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous uprooted stumps (24) twenty-four inches or greater in diameter, measured (24) twenty-four inches from the base of the tree existing in the City of La Marque ROW. Further, debris generated from the removal of uprooted stumps existing in the City of La Marque ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 4.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Stumps measured (24) twenty-four inches from the base of the tree and less than (24) twenty-four inches in diameter will be considered normal vegetative debris and removed in accordance with 4.2. The City of La Marque will not compensate hazardous stumps less than (24) twenty-four inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment III – FEMA Stump Conversion Table) and removed under the terms and conditions of 4.2.

1. Removal and transportation of hazardous uprooted stumps existing in the City of La Marque ROW and private property will be performed as identified by the City of La Marque. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City of La Marque. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirement:

- a. Over 50% of the tree crown is damaged or broken and heartwood is exposed.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of 4.2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment III – FEMA Stump Conversion Table).

The City of La Marque or its representative will measure and certify all stumps before

removal.

4.12 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (HHW) as defined by FEMA 325 Public Assistance Debris Management Guide.

1. The removal, transportation, and disposal of HHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.13 Electronic Waste

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Electronic Hazardous Waste (EHW) as defined by FEMA 325 Public Assistance Debris Management Guide.

1. The removal, transportation, and disposal of EHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.14 Abandoned Vehicle Removal

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the City of La Marque. The removed vehicles will be hauled to a City of La Marque approved staging area and subsequently disposed of by the appropriate regulatory agency. The definition of abandon vehicle shall apply to motor vehicles, recreational vehicles, recreational watercraft and other applicable definitions of vehicle as defined by FEMA 325 Public Assistance Debris Management Guide.

1. The removal, transportation, and disposal required for Abandoned Vehicle Removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.15 Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of animal carcasses as defined by FEMA 325 Public Assistance Debris Management Guide. The carcasses will be hauled to a City of La Marque approved staging area and subsequently disposed of by the appropriate regulatory agency.

1. The removal, transportation, and disposal of Animal Carcasses includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

2. Animal carcass removal and disposal shall follow within accordance with FEMA 325 along with coordination with City of La Marque Public Health Official representative and detail documentation of the approval, removal, and disposal.

4.16 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of White Goods. White Goods containing refrigerants will be hauled to a City of La Marque approved staging area where certified technicians will remove the refrigerants. Under this contract, the contractor will be responsible for locating and contracting services from certified technicians.

1. The removal, transportation, and disposal of White Goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.17 Freon Removal

Under this contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the City of La Marque. The Freon containing items will be hauled to a City of La Marque approved staging area under the terms and conditions of 4.16 and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

1. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.18 Asbestos Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of Asbestos.

1. The removal, transportation, and disposal of Asbestos includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.19 Use of Local Resources

As per the Robert T. Stafford Act and FEMA regulations, Proposer will be able to use his/her own subcontractor resources to meet the obligations of the contract. It is expected that the Awarded Contractor will utilize at least **30 %** of subcontractors from resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

4.20 Working Hours

Sunday through Saturday, the Contract hours shall only be during daylight hours or as otherwise directed by the City of La Marque. No work outside these hours shall be

allowed unless approved in advance by the City of La Marque.

4.21 Debris Site Tower Specifications

4.21.1 The Contractor shall provide a minimum of one tower at each dumpsite for the use of City of La Marque representatives during their inspection of dumping operations. If ingress and egress of a TDSRS is of significant distance that the City of La Marque or its representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum (8) eight feet by (8) eight feet of usable floor area, be covered by a roof with (2) two feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up (4) four feet on all (4) four sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Proposer's compensation under the terms and conditions of section 4.5.

4.21.2 The Contractor shall provide a minimum of one portable toilet at each dumpsite for the use of City of La Marque representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of section 4.5.

4.21.3 Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the City of La Marque due to unsuitable conditions at the tower.

4.22 Equipment

4.22.1 All trucks and other equipment must be in compliance with all applicable Federal, State, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

4.22.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of (2) two-inch by (6) six-inch boards or greater and not to extend more than (2) two-feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized City of La Marque representatives prior to its use by the Contractor.

4.22.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Proposer mix debris hauled for others with debris hauled under this contract.

4.22.4 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber tired equipment must be approved for use on the road by the City of La Marque.

4.22.5 Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City of La Marque, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

4.23 Traffic Control

4.23.1 The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Contractor work areas.

4.23.2 Contractor shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

4.23.3 Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

4.23.4 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received.

4.23.5 The expenses incurred by the Contractor for items 4.22.1 to 4.22.3 are compensated under the terms and conditions of section 4.5.

4.24 Damage To Public Or Private Property

4.24.1 Contractor is responsible for all damage, injury, or loss to any property.

4.24.2 Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

4.24.3 Contractor failure to restore damage to public or private property to the satisfaction of the City of La Marque will result in the City of La Marque withholding retainage money in an amount sufficient to make necessary repairs.

4.25 Existing Utilities

4.25.1 Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and

underground utility lines. Contractor shall pay all such costs to the utility company for any adjustments.

4.25.2 Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately-owned water and sewer facilities shall be made by the Contractor.

4.26 Environmental Protection

4.26.1 All chemicals of whatever nature used during project construction or furnished for project operation must be state and federally certified. Their use and disposal of all residues shall be in strict compliance with instructions.

4.26.2 The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the City of La Marque. Contractor shall comply in a timely manner with all directions of the City of La Marque regarding the use of a water truck or other approved dust abatement measures.

4.26.3 The Contractor shall comply with all Laws, Rules, Regulations and Ordinances regarding environmental protection.

4.27 Documentation and Measurement

4.27.1 The City of La Marque may contract services with a debris monitoring company to act as its representative. Prior to beginning any work, the City of La Marque, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the City of La Marque, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized City of La Marque representative each time it returns to work from other contracts or communities.

4.27.2 Contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.

4.27.3 The Contractor shall designate one project manager. The representative shall provide a telephone number to the City of La Marque with which he or she can be reached throughout the duration of the project.

4.27.4 "Load tickets" will be provided by the City of La Marque or its representative for recording volumes of debris removal.

1. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
2. Load tickets will be issued by an authorized representative of the City of La Marque or its representative at the loading site. The City of La Marque representative will keep one copy of the ticket, and give four copies to the

vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the City of La Marque representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City of La Marque representative present at the dumpsite. The City of La Marque representative will validate, enter the estimated debris quantity, and sign the tickets. The City of La Marque will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor's records.

3. The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

4.28 City of La Marque Responsibilities

City of La Marque responsibilities will vary depending on City of La Marque's needs and resources. The City of La Marque, at a minimum, will be responsible for the following:

1. Coordination of collection activities with Contractor
2. Identifying suitable temporary debris storage and reduction site activities
3. Promotion of debris management activities
4. Educational materials
5. Submittal of post-collection TDSRS data reports to TCEQ
6. Recruitment and coordination of volunteers
7. Coordination with local police, fire, EMS and other appropriate agencies
8. Provision of emergency contact information

4.29 Response to Emergency

Contractor must have a representative within the city limits of La Marque within 24 hours after the eye of the storm has passed or other within 24 hours of any natural disaster where cleanup efforts are needed. Contractor must make contact with City of La Marque representative within 48 hours of expected impact of storm.

4.30 Additional Disaster and/or Storm Recovery Services

Contractor shall include a price for any and all additional services that are available such as:

- Emergency delivery of potable water, ice, and food
- Temporary sanitation, showers, kitchens
- Command Center, satellite communication, phones, internet
- Emergency power generators
- First aid stations
- Light towers

- Office trailers
- Storage containers
- Mold/Asbestos Abatement
- Hazardous Waste Remediation
- Dredging
- Marine Recovery / Marine Debris Removal
- Bank Restoration
- Sand Collection / Beach Restoration
- Pumping and water relocation
- Sewer and Catch Basin Cleaning
- Temporary housing for responders and last resort residents
- Provide transportation and dispensing of gasoline, propane, diesel to support disaster recovery operations.

4.31 Additional Services

The contractor will describe its company's disaster recovery technical assistance services as well as any and all additional support services available to the City of La Marque.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY

Invitation No.:

(DO NOT **handwrite this Form. Information must be typed in.)** Invitation
Title:

Offeror Company:

(Legal name of business which will appear on contract, if awarded)

Offeror Status:	Manufacturer	Dealer / Distributor	Other
Response Type(1):	Offeror Acting Alone	Joint Offering	
Contract Signatory(2):	Title:		
Mailing Address(3):			
Physical Address:			
Phone:	Fax:		
Email Address:			
Federal ID No.:	Web Page URL:		

- (1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.
- (2) Person who will sign final contract documents if an award is made.
- (3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4):

Mailing Address:

Physical Address:

Toll Free Phone:

Fax:

Email Address:

(4) Person who City of La Marque will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

-Acknowledges having thoroughly reviewed the Invitation;

-Attests to having the authority to sign this response and commit Offeror to honor all requirements;

-Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;

-Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:**

Printed Name: _____

Date: _____

BID AFFIDAVIT

All pages in offeror's PROPOSAL containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the PROPOSAL.

The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of La Marque, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____
(City & State)

Name and Address of offeror:

_____ Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named,

_____ on this the _____ day of 20_____
(name of Notary)

Notary Public in and for the State of _____

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of La Marque is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914. The City of will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at www.ethics.state.tx.us or at 1-800-1325-8506.

Please remit the CIQ form with your bid. Thank you.

City of La Marque, Texas

BIDDER/OFFEROR'S SDNs/BLOCKED PERSONS AFFIRMATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to 44CFR Part 13.35, the Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

_____ Is not excluded from doing business at the federal level.

_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. City of La Marque may not make procurement transactions with SDNs/Blocked Persons.

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official

Authorizing the Bid/Offer _____ Date _____

Company Official

(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

ATTACHMENT I
DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)		Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)		CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)		CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)		CY
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site		CY
6	Management of TDSRS (NOTE 4)		CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal		CY
8	Grinding or consolidation of C&D debris at TDSRS		CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final		CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal		CY
11	Pick Up and Haul of White Goods to Site within County		UNIT
12	Pick Up and Disposal of Hazardous Material		LB
13	Freon Management and Recycling		UNIT
14	Dead Animal Collection, Transportation and Disposal		LB
15	Abandoned Vehicle Removal		VEHICLE
16	Recreational Vehicle		Per LF
17	Disposal of asbestos containing material		CY
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
18	6 inch diameter to 11.99 inch diameter	See conversion chart	
19	12 inch diameter to 23.99 inch diameter	See conversion chart	
20	24 inch diameter to 47.99 inch diameter		STUMP
21	48 inch diameter and greater		STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
22	Removal of hazardous hanging limbs greater than 2 inches		PER TREE
23	Removal of hazardous standing trees 6" – 12" in diameter		EACH
24	Removal of hazardous standing trees 13" – 24" in diameter		EACH
25	Removal of hazardous standing trees 25" – 36" in diameter		EACH
26	Removal of hazardous standing trees 37" – 48" in diameter		EACH
27	Removal of hazardous standing trees greater than 48" in diameter		EACH

Marine Debris Removal			
28	Canals, bayous and ditches		PER LF
29	Bays and other open waters		PER ACRE
30	Boat removal		PER LF
The following items shall be billed on a time and material basis according to the attached schedules:			
31	Emergency Road Clearance	See Equipment & Labor Rates	
32	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)		SQ/FT
33	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement		N/A
34	Generators, light plants, water pumps, portable toilets and other required equipment or materials		

NOTES:

1. This price assumes that TDSRS's , final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add _____ per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add _____ per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**ATTACHMENT II
EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel Loader with debris grapple	Hour	
Extendaboom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street Sweeper	Hour	
30-50 HP Farm Tractor with box blade or rake	Hour	
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	
3-4 Cu.Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 – 140 HP Motor Grader	Hour	
JD 690 Trackhoe with debris grapple	Hour	
JD 690 Trackhoe with bucket & thumb	Hour	
Rubber Tired Trackhoe with debris grapple	Hour	
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckleboom with debris grapple	Hour	
Self-Loader Scraper Cat 623 or equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300 – 400 Tub Grinder	Hour	
800 – 1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane	Hour	
50 Tone Crane	Hour	
100 Ton Crane (8 hour minimum)	Hour	
40-60' Bucket Truck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	
Trailer Dump, 24 – 40 Cu.Yd.	Hour	
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	
Superintendent with truck, phone & radio	Hour	
Foreman with truck, phone & radio	Hour	
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	
Inspector with vehicle, phone & radio	Hour	
Climber with gear	Hour	
Saw Hand with chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. The Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.

ATTACHMENT III
Stump Conversion Table
Diameter to Volume Capacity

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6



City of La Marque

REQUEST FOR PROPOSAL

Proposal Reference Number: RFP# 23-02

Project Title: Debris Management, Monitoring, and Consulting Services

Proposal Closing Date: 12:00 P.M.(CST), June 16, 2023

No Proposals submitted after the above deadline will be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME:	Debris Management, Monitoring, and Consulting Services
ISSUANCE OF RFP	June 12, 2023
PRE-PROPOSAL CONFERENCE:	11:00 A.M (CST), June 14, 2023 Via zoom: https://cityoflamarque-org.zoomgov.com/j/1606878640
DEADLINE FOR QUESTIONS:	1:00 P.M (CST), June 15, 2023 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:	12:00 P.M (CST), June 16, 2023 Electronic submittals required Upload Submittal Here
REQUIRENMENT:	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 three (3) year Agreement with an option to automatically renew for two (2) additional years in one (1) year increments.

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION

SECTION 2: NOTICE TO PROPOSER

SECTION 3: SCOPE OF WORK

SECTION 4: PRICING PROPOSAL

SECTION 5: APPENDICES

SECTION 6: PROPOSER'S QUESTIONNAIRE

SECTION 7: REFERENCES

SECTION 8: SUBMISSION OF PROPOSER

SECTION 9: PROPOSED SAMPLE AGREEMENT

SECTION 1

INTRODUCTION

1.1 Description of City of La Marque

The City of La Marque is strategically situated in Galveston County, approximately 15 miles south of Houston and four miles north of Galveston Island. La Marque is the second-fastest-growing city in Galveston County with an estimated population of 18,000, an area of 14.25 square miles and boasting 14.3 miles of I-45 frontage more than any other city in Galveston County. Citizens enjoy easy, breezy coastal living, abundant housing options and the security of a hurricane protection levee system. The City of La Marque is a coastal community and is vulnerable to natural and manmade disasters including but not limited to hurricanes, tornadoes, floods, oil spills, and hazardous material releases. Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the Owner to enter into an agreement for a term of one year with a firm to provide debris management and monitoring services because of a disaster.

The City of La Marque located in Texas is a home rule city and is governed through a council-manager form of government.

City of La Marque's web page is located at <http://www.cityoflamarque.org>

1.2 Objective of this Request for Proposal

The City of La Marque is soliciting proposals in response to this Request for Proposal, **RFP# 22-01**, from qualified vendors to provide Debris Management, Monitoring, and Consulting Services (the "**Services**"). The Services are more specifically described in **Section 4** (Scope of Work) of this RFP.

City of La Marque reserves the right to award multiple Agreements as a result of this RFP if deemed to be in the best interest of City of La Marque. City of La Marque makes no representations of any kind that an award will be made as a result of this RFP.

City of La Marque is soliciting competitive sealed submissions from vendors having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and provide submissions for consideration by City of La Marque.

1.3 Public Information

Proposer is hereby notified that City of La Marque strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

City of La Marque strictly adheres to the Texas Public Information Act (Texas

Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the Agreement is awarded. If the Proposer has notified City of La Marque, in writing, that the Proposal Document contains trade secrets or confidential information, City of La Marque will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall City of La Marque be liable for disclosure of such information by City of La Marque in response to a request, regardless of City of La Marque's failure to take any such reasonable steps, even if City of La Marque is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the company or vendor agrees that the agreement can be terminated if the company or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.4 Type of Agreement

All Proposers are hereby put on notice that if the Proposer is awarded an agreement for procurement of goods or services, City of La Marque is entering into that agreement in its governmental capacity, and not a proprietary capacity.

An award of an agreement to a vendor(s) does not guarantee the vendor(s) that City of La Marque shall issue any Purchase Order(s) for the Proposer's goods or services, or guarantee any particular volume use, number, or sales.

Vendor will be required to enter into an agreement with City of La Marque in a form substantially similar to the Proposed Sample Agreement between City of La Marque and Vendor (the "**Agreement**") attached to this RFP in Section 9 and incorporated for all purposes.

Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, Proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of Proposer to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing agreement.

Each Proposer acknowledges that City of La Marque has made a reasonable attempt to provide the Proposer with relevant data. The Proposer, therefore, waives any right of avoidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

An agreement shall be effective for one (1) year upon execution by the City of La Marque. This Agreement shall automatically renew for successive one-year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date. The total term of this

contract cannot exceed three (3) years. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the City.

1.5 Clarifications and Interpretations

Proposers shall promptly notify the City of La Marque of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. City of La Marque shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.

City of La Marque may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only City of La Marque's responses that are made by formal written Addenda will be binding on City of La Marque. Any verbal responses, written interpretations, or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by City of La Marque prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing, and returning the Addenda Checklist. The Addenda Checklist must accompany the Proposer's proposal. Addenda, if any, will be posted on City of La Marque's website.

1.6 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in **Section 2.2** of this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by City of La Marque.

An award of an agreement to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City of La Marque's purchasing policy. All proposals submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this RFP, will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this RFP, will be rejected by City of La Marque as non-responsive due to material failure to comply with advertised specifications.

If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, City of La Marque alone will determine whether the variance is so significant as to render the Proposal non-responsive. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, City of La Marque may invite one or more selected Proposers to participate in oral presentations. City of La Marque will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Vendor.

Discussions may not be initiated by proposers. These discussions will be limited to issues and topics brought forth by the City of La Marque. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of La Marque shall be grounds for disqualification. Vendors shall not contact any City of La Marque personnel during the proposal process without the express permission

from the City of La Marque's City Clerk.

City of La Marque may make the selection of Vendor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, City of La Marque may make the selection of Vendor on the basis of negotiation with any of the Proposers. In conducting such negotiations, City of La Marque will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At City of La Marque's sole option and discretion, City of La Marque may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, City of La Marque may establish, after an initial review of the proposals, a competitive range of acceptable, or potentially acceptable, proposals composed of the highest rated proposal(s). In that event, City of La Marque will defer further action on proposals not included within the competitive range pending the selection of Vendor; provided, however, City of La Marque reserves the right to include additional proposals in the competitive range, if deemed to be in the best interests of City of La Marque.

After submission of a proposal, but before final selection of Vendor is made, City of La Marque may permit a Proposer to revise its proposal in order to obtain the Proposer's **best and final offer (BAFO)**. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer.

If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single vendor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of La Marque's City Clerk's Office. All presentations and/or meetings between City of La Marque and the vendor relating to this proposal shall be coordinated by City of La Marque City Clerk's Office. City of La Marque reserves the right to determine which proposal provides City of La Marque with the best value and which will be in the City of La Marque's best interest.

City of La Marque reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of City of La Marque. Proposer is hereby notified that City of La Marque will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by City of La Marque.

1.7 City of La Marque's Reservation of Rights

City of La Marque may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. City of La Marque reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. City of La Marque makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by City of La Marque.

City of La Marque reserves the right to award one agreement for some or all the requirements proposed or award multiple agreements for various portions of the requirements to different Proposers.

If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. City of La Marque reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

1.8 System for Award Management (SAM.GOV)

All vendors contracting with City of La Marque may be required to register or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City of La Marque Council. Registering online is accomplished on the SAM website here: <https://sam.gov/content/home>

1.9 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and City of La Marque has made no representation written or oral that one or more agreements with City of La Marque will be awarded under this RFP; (2) City of La Marque issues this RFP predicated on City of La Marque's anticipated requirements for the Services, and City of La Marque has made no representation, written or oral, that any particular scope of services will actually be required by City of La Marque; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.10 RFP Withdrawals and/or Amendments

City of La Marque reserves the right to withdraw this RFP for any reason. City of La Marque reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline.

1.11 Tax Exempt Status

City of La Marque purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City of La Marque will furnish Excise Tax Exemption Certificate upon request.

1.12 Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152 and Section 2252.152.

City of La Marque Requires Proposer to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Section 5** for these documents

1.13 Proposal Validity Period

Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of

Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until an agreement has been awarded by the City of La Marque.

1.14 Equal Opportunity Employer

City of La Marque is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. City of La Marque requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state, and municipal laws and regulations regarding contracting and employment practices.

1.15 Conflict of Interest Questionnaire (Form CIQ)

A person or business, and their agents, who seek to contract or enter into an agreement with City of La Marque, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in **Section 5**. The form must be filed with the City of La Marque City Clerk no later than seven (7) days after the date the person or business begins agreement discussions or negotiations with City of La Marque, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with City of La Marque. If no conflict exists, the proposer must mark the form Not Applicable or NA and return with the proposal packet.

1.16 Disclosure of Interested Parties Form 1295

A person or business, who enters into an agreement with City of La Marque, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is an agreement between the vendor and the City of La Marque. Do not submit this form unless you receive an award letter from City of La Marque.**

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.17 Protest Procedure

Any actual or prospective proposer who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the City of La Marque's City Clerk's Office within three working days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the City Clerk's Office will promptly issue a decision in writing, via electronic mail, to the protesting person.

- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
 - a) Name, address, and telephone number of the protestor.
 - b) Identification of the solicitation or agreement number and time.
 - c) A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d) Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e) Arguments and authorities in support of the protest.
 - f) A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.

- ii. In the case of request for proposals, the City of La Marque City Clerk shall ask the protester deliver, via electronic mail, the protest to relevant parties.
- iii. The City of La Marque's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of La Marque's City Manager will be final.

1.18 Pursuant to Sec. 2-341 of the City of La Marque Code – Declaration of Policy

- A. It is the policy of City of La Marque to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of La Marque contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with City of La Marque and other public and private sector business entities.
- B. Provided, however, nothing herein shall require City of La Marque to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless City of La Marque may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.
- C. Additionally, City of La Marque has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

City of La Marque will accept proposals submitted in response to this RFP until **10:00 A.M (CST), Thursday, July 7, 2022.**

2.2 Criteria for Selection

Proposer is encouraged to propose terms and conditions offering the maximum benefit to City of La Marque in terms of:

Scoring Criteria:

2.2.1.1 Cost of Work..... (40%)

2.2.1.2 Experience..... (30%)

Safety.....(20%)

Methodology.....(10%)

An evaluation team from City of La Marque will evaluate proposals. The evaluation of proposals and the selection of Vendor will be based on the information provided by Proposer in its proposal. City of La Marque may give consideration to additional information, if City of La Marque deems such information relevant.

SECTION 3

Scope of Work

3.1 Project Title: Debris Management, Monitoring, and Consulting Services

3.2 Questions:

Questions about the technical nature of the Scope of Services will be directed to the following: [Upload Questions Here](#)

3.3 Special Conditions

This solicitation contains federally mandated clauses, which require acknowledgement of the offeror and are considered part of the contract between the City of La Marque and the awarded vendor.

3.4 Brand Manufacture Reference

City of La Marque has determined that any manufacturer's brand defined in the Scope of Services meets the City of La Marque's product and support need. The manufacturer's reference is not intended to be restrictive and is only descriptive of the type and quality City of La Marque desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. City of La Marque reserves the right to determine products and support of equal value, and whether other brands or models meet the City of La Marque's product and support needs.

3.5 Scope of Work – Requirements

Section I Project Summary

This Request for Proposals (RFP) invites submittals from experienced firms for the provision of Debris Management, Monitoring, and Consulting Services ("Disaster Debris Monitoring Contract") services in City of La Marque, Texas, immediately after a hurricane, tornado, flooding event, or other natural, technological, or human-caused disaster. The objective of the RFP and subsequent contracting activity is to secure the services of a capable and experienced firm ("contractor") who is (1) capable of efficiently monitoring the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. The City intends to enter into a pre-positioned contract with one (1) Primary Contractor and (1) Secondary contractor who may utilize both local and non-local resources to provide services in the event of activation by the City following a hurricane, tornado, flooding event, or other natural, technological, or human-caused disaster. The Contractor will be expected to have an initial management team mobilized to City of La Marque within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the City of La Marque area within 48 hours of receipt of the Notice to Proceed. The City reserves the right to enter into contracts with more than one Primary Contractor in the event that no one firm can provide all of the necessary services.

A. Introduction

The City of La Marque is strategically situated in Galveston County, 15 miles south of Houston and four miles north of Galveston Island. La Marque is the second-fastest-growing

city in Galveston County with an estimated population of 18,000, an area of 14.25 square miles and boasting 14.3 miles of I-45 frontage—more than any other city in Galveston County. Citizens enjoy easy, breezy coastal living, abundant housing options and the security of a hurricane protection levee system. The City of La Marque is a coastal community and is vulnerable to natural and manmade disasters including but not limited to hurricanes, tornadoes, floods, oil spills, and hazardous material releases. Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the Owner to enter into an agreement for a term of one year with a firm to provide debris management and monitoring services because of a disaster.

The Disaster Debris Monitoring Contract will encompass the entire City of La Marque. The City of La Marque's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a following a hurricane, tornado, flooding event, or other natural, technological, or human-caused disaster that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and rights-of-way throughout the City using city-owned and Contractor forces.

The Contract(s) to be awarded for this project will be a unit price contract with all associated costs included in the unit price. The City of La Marque anticipates a certain level of initial work to establish the procedures for integrating the work into the City's continuing disaster recovery program planning, along with potential costs for maintaining the program over a period of time. The City of La Marque anticipates that the bulk of the services to be provided, especially monitoring of debris/waste removal operations, will be provided on an incident specific basis with anticipated costs identified by a joint City/Contractor team as part of the initial program planning. In addition, the Primary Contractor(s) selected for the project will be required to participate in certain City directed disaster recovery training and/or exercises at no additional cost to the City.

B. Planning Standard for Debris Management, Monitoring, and Consulting Services

The City has selected a catastrophic hurricane that impacts the entire City causing large amounts of vegetative and construction and demolition debris as its planning standard. The estimated debris volume is 1.00 million cubic yards. This is strictly a planning figure for estimating potential removal and disposal needs; it is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume, and probably will be considerably less. The City's goal is to complete the debris/waste removal and disposal process in 180 days. This assumes that the entire area of the City will be accessible within that period. Due to the potential for flooding, some areas might not be accessible for some time after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the City simultaneously immediately after a storm.

C. Disaster Debris Monitoring Requirements

Planning for post-disaster cleanup operations is a function of the City of La Marque Public Works Department in conjunction with other City Departments. The debris management operations will be carried out under the cognizance of the City of La Marque Office of Emergency Management in conjunction with other City Departments. The City will select one primary contractor from the three pre-

authorized Contractors for debris removal operations Citywide. This selected debris contractor will also be responsible, under certain conditions, for removal of hazardous and toxic/hazardous waste associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. That contractor is responsible for: (1) clearing roadways, (2) removing debris and certain waste from roadways, public right-of- ways, and public property, (3) operating Temporary Debris Management Sites, (4) volumetric reduction of debris, and ultimate disposal of the debris and waste. The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to their properties and bring materials to the right-of- ways as recovery progresses. The City will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster- generated or related wastes will be an element of the City's disaster recovery program. The debris management Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's properly trained and equipped removal team. The City will pre-designate three Temporary Debris Management Sites (TDMS) for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. The City will also help to identify the public and private landfills that will be used for disposal of storm generated debris. The Monitoring Contractor will be expected to provide debris monitoring services at each TDMS and landfill as well as in the field during clearing, loading and hauling operations. The Monitoring Contractor will be responsible for monitoring all of the Debris Management operations during the course of the recovery/cleanup period.

D. Contract Activation

The Monitoring Contractor holding the Disaster Debris Monitoring Contract will serve as a general Contractor for the purpose of the specified services, and will be able to use his/her own and Subcontractor resources to meet the obligations of the contract. The Contractor will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. Subcontracting will be limited to one tier below the Primary Contractor's Subcontractor. When a major disaster occurs or is imminent, City of La Marque will contact the firm(s) holding the Disaster Debris Monitoring Contract(s) to advise them of the City's intent to activate the contract.

Personnel and equipment must be in place, fully prepared for the specified services and able to begin operations within 48 hours of the Contractor's receipt of the Notice to Proceed.

Section II Scope of Work

The following is envisioned as the scope of work for the project and should be considered when preparing your proposal. Nothing in this description shall be construed to limiting the potential scope or types of work that a potential Contractor may address in your proposal. Respondents should address all services which, on the basis of their experience, are deemed necessary to achieving the City's debris management goals.

A. Monitoring

The Contractor shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural, technological, or human-caused disasters that impact City of La Marque, Texas. Specifically, the Contractor will be responsible for monitoring debris and waste removal and disposal operations performed by the City's

Debris Management operations relative to:

- 1) City streets, roads and right-of-ways;
- 2) Streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the City, unless otherwise directed by the City of La Marque Office of Emergency Management or City Designee;
- 3) Canals, navigable body of water, and rights-of-way of all municipalities and communities, incorporated and unincorporated, and rural areas within the City, unless otherwise directed by the City of La Marque Office of Emergency Management or City Designee;
- 4) Public property and facilities;
- 5) Any other public site as may be directed by the City; and
- 6) Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Office of Emergency Management in conjunction with City personnel.

Services shall be performed on an "as needed basis" when directed by the City of La Marque Office of Emergency Management. The Office of Emergency Management will provide guidance and direction on priorities and specific needs for the monitoring operations. The Contractor, in concert with Emergency Management, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the City. The Contractor shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. The Contractor will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the City for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Contractor must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the City staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, the Contractor shall present to the City of La Marque Office of Emergency Management or designee for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling, and eventual disposal of disaster-generated debris and wastes. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the City to begin work.

When identifying resources to be made available under this contract, the Contractor must use a planning standard approach. Specifically, the Contractor shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDMS operations, etc.) that will be deployed by the Debris Management contractor. The Contractor must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of contractor/sub-contractor(s) and a general equipment/personnel

inventory will suffice. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Management Contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be effected through communications with the City of La Marque Office of Emergency Management, his/her authorized representatives, or other City of La Marque designated personnel when so authorized by the City. To the extent authorized by the City of La Marque Office of Emergency Management or designee, the Contractor shall coordinate monitoring operations directly with the City's Debris Management Contractor when necessary to achieve effective and efficient integration of forces. The Contractor shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the City of La Marque Office of Emergency Management, upon issuance of the authorization to proceed. The Contractor shall be prepared to advise the City of La Marque Office of Emergency Management and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

Section III Response Requirements

A. Qualification Requirements

- 1) Contractor must have specific experience providing the specified services following a natural disaster.

Provide statement detailing your experience.

B. Contracting Requirements

- 1) Successful Contractor must, upon award of a contract, secure a Performance and Payment Bond valid for one year and automatically renewed annually for the full term of the contract.
- 2) Bonds will be required. See the Section titled "BONDS" herein.
- 3) Successful Contractor must perform as an independent contractor and, as such, must have and maintain complete control over all of its employees and operations. Provide a statement of intent.
- 4) Successful Contractor must not assign, sublet, or transfer its interest or obligations of this project.

C. Use of Subcontractors

- 1) Contractor may use Subcontractors for this project. Please list Subcontractors proposed for this project and their respective duties.
- 2) No Subcontractor may provide services unless the City consents. The Contractor shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Contractor shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Contractor agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the City as are specified in the City's contract with the Contractor, unless Contractor provides such coverage for his/her Subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Contractor and made available for City Contract Administrator review upon request. Provide statement of compliance.

D. Experience

Answer the following either as part of the Questionnaire Section or with in your proposal:

- 1) Describe Contractor's overall experience performing large-scale debris removal monitoring and work similar to this project.
- 2) Describe Contractor's experience during the last 5 years performing large-scale projects or other work similar to this project. The Contractor must identify similar projects that he/she successfully completed, including date and location, nature of work, value of the contract, and the name and telephone
- 3) Provide number of the customer's point of contact for reference purposes.
- 4) Describe Contractor's most recent experience in mobilizing large workforces under routine and emergency conditions.
- 5) If the Contractor intends to use Subcontractors to assist in the work, the Contractor shall also identify similar work successfully completed by the Subcontractors.
- 6) Document Contractor's ability to provide appropriate training for personnel that will be employed for work under this project.

E. General Project Requirements

Submittals must acknowledge these basic requirements and include responses in the proposal:

- 1) City of La Marque intends to engage a Contractor to assist the City with monitoring the work of the Debris Management Contractor in the field, at Temporary Debris Management Sites (TDMS), and at disposal sites. Contract monitors are necessary to assure that the terms of the debris and waste management contracts are satisfied by the Debris Management Contractor and his subcontractors during the removal and hauling of debris/waste from public access roads, rights-of-way and public property; during handling and processing at TDMS; and, at disposal sites. Monitors

will be assigned to debris loading areas, TDMS, and disposal sites. In addition, roving monitors will be assigned to help verify that the City's debris management plan and contracts are effectively and efficiently executed.

2) The City of La Marque will assign a Debris Manager (DM) and will establish a Debris Management Center or other operational group setting to provide overall coordination of recovery operations. The Debris Manager will be the primary point of contact for the Contractor and will resolve contract administration issues and disputes. The Monitoring Services Contractor is to provide expertise for and assistance to the City's Debris Manager and also assists City staff at the Debris Management Center in overseeing and documenting the debris management operations. Services are to be provided in these general task areas, but are not necessarily limited to these task areas:

- a. Development of a Monitoring Plan;
- b. Truck and trailer measurement, certification, marking and tracking;
- c. Equipment registry and tracking;
- d. Debris/waste management workforce registry and tracking;
- e. Field monitoring;
- f. Debris management tracking;
- g. Trip ticket management;
- h. Data administration;
- i. Invoice reconciliation;
- j. QA/QC program management;
- k. Complaint resolution;
- l. Detailed daily reports on the status, effectiveness, volumes handled, and other pertinent data for all debris operations;
- m. All monitoring workforce requirements, including but not limited to staffing, training, equipment, Safety training and enforcement, mobilization, transportation and logistic support;
- n. Site Safety Plan preparation and maintenance;
- o. Compliance with all applicable Federal, State and local rules relative to the monitoring operations;
- p. Preparation of documentation to support Federal cost reimbursement processes;
- q. Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the City Debris Manager.

F. Project Approach

- 1) Provide a synopsis of the Contractor's depth of knowledge of the project's scope and special requirements as the Contractor perceives them.
- 2) Provide a general description of the Contractor's intended approach to the work. That description must include a statement of the requirements as Contractor perceives them, resource mobilization strategy, and general field operations strategy. Exceptions to the project work as described by the City must fully be explained.

- 3) Provide a brief summary of the Project Work Plans (Field Operations, Communications, Work Site Safety, etc.) that will be developed for the project.
- 4) Describe frequency and nature of meetings anticipated or deemed necessary to address project requirements.

G. Workforce Information

- 1) Respondents are encouraged to review City of La Marque's pre-positioned Debris Management RFP to ascertain the anticipated scope of work in order to estimate the nature and size of the project workforce that will be required.
- 2) Submittals must acknowledge these workforce planning standards and must demonstrate the respondent's ability to satisfy these requirements:
 - i. Within 24 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:
 - a. Establish and staff a monitoring workforce management center in the vicinity of a City of La Marque government office designated by the City at the time of notification.
 - ii. Implement a debris/waste contractor equipment and workforce registration and tracking program.
- 3) All personnel shall be a minimum of 18 years of age, be fluent in the English language and have a valid driver's license issued in the United States. The Contractor will be required to increase its staffing from this point depending on the scope of the debris/waste removal operations, to be consistent with the number of field operations teams deployed by the Debris Removal Contractors. At the discretion of the Debris Manager, the Contractor may be required to replace any debris monitor for cause. As part of this proposal, the Contractor must indicate and explain how he/she will ensure the availability of a sufficient number of personnel to support this scope of work and also how additional personnel will be engaged should the scope of operations require additional monitors to meet City needs.
- 4) The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all applicable Federal, state and local occupational health and safety requirements.
- 5) The Contractor shall provide debris monitors with necessary transportation, all communications equipment (cell phone, satellite phones, radio, etc.) necessary to remain in contact with their supervisors or other

key personnel who in turn are in direct contact with the Debris Management Center. The Contractor shall also provide all required logistical support for the personnel he/she engages, including lodging, meals and other necessary support services. The Contractor's supervisory personnel will be wholly responsible for support the Contractor's operations and resolving conflicts within the scope of or in any way associated with those operations.

- 6) The Contractor shall provide temporary office space and other facilities as necessary to carry out the scope of the work and to support the Contractor's workforce.
- 7) Upon activation of the contract, the Contractor shall immediately contact the City's Debris Manager to coordinate workforce assignments. It is anticipated that the City's debris management Contractor will establish debris management zones within the City and the Contract will be expected to assign monitors in a manner consistent with the debris removal operations.
- 8) In the proposal, respondents must provide a detailed description of the resources (workforce and equipment) available to be employed on the project, including:
 - a. Summary of the Respondent's personnel that will be dedicated to the project, including:
 - i. The number of management employees that will be assigned to the contract, their job titles, and responsibilities;
 - ii. The names of and resumes for all members of the Project Management Team;
 - iii. The name of the Respondent's claims representative;
 - iv. List of the Subcontractors with whom the Respondent has agreements for post-disaster support.
- 9) Within 48 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:
 - a. Monitor a minimum of 30 debris loading sites;
 - b. Monitor operations at Temporary Debris Management Sites (TDMS);
 - c. Monitor dumping operations at disposal sites;
 - d. Provide roving debris monitors to evaluate the effectiveness of debris, hazardous material and other disaster-related waste removal.

H. Capability, Capacity, and Availability

- 1) Describe how Contractor intends to maintain its capability, capacity, and availability of forces to respond if activated by the City following a natural, technological, or human-caused disaster. Knowing that the Contractor may

have similar contracts in other geographic areas, describe how Contractor will satisfy all contractual obligations for City of La Marque simultaneously with other obligations.

- a. Provide detailed resumes for key managers with a reference number for each. Identify all participants as local or non-local and provide percentage of participation in each previous project listed above.
 - b. Identify the engineering and technical staffs who will be working on each project and include responsibility (project engineer, contractor, etc.) and designation of primary contact for City staff.
- 2) Describe how Contractor intends to complete the project in the timeframe desired by the City. Comment on how Contractor's ability to perform will be affected by a smaller and/or larger disaster event generating significantly smaller or larger volumes of hazardous wastes for removal and disposal.

I. Description of Monitoring Services

Respondent must provide a detailed description of the services that Respondent will perform upon issuance of each Notice to Proceed. The description of services shall address all elements of the work described in these specifications. In addition, the Respondent may include other services which, in the Respondent's experience, are necessary or desirable in carrying out the intent of the proposed Contract and/or achieving the City's stated goals with respect to debris management operations following a disaster.

The description of services must, at a minimum, include the following:

- 1) A detailed description of the method and manner of monitoring the removal and lawful disposal of disaster-generated debris to ensure that the Debris Management Contractors are performing in accordance with the provisions of the contracts, satisfying applicable local, State and Federal statutory and regulatory requirements and adhering to FEMA guidelines that govern the eligibility of those recovery services for Federal reimbursement of the City's costs. The information provided should demonstrate how the Respondent will satisfy the requirements of the project, including:
 - a. Scope and sequence of monitoring operations to be performed.
 - b. Manner in which volumes of debris/waste will be estimated in the field, at TDMS locations, and at landfills or disposal sites.
 - c. Methodology for monitoring the collection, tracking, and disposal of disaster related materials.
 - d. Description of the documentation, accounting, and financial processes, procedures and controls that will be utilized in managing, monitoring and accounting for the resources to be employed.

- e. Organization Chart that identifies the assignment of specific responsibilities to key personnel to ensure that all management functions are identified and an organization developed to insure that all project requirements are satisfied.
 - f. Furnishing and operating an automated/electronic (paperless) debris tracking system.
- 2) A summary of the Respondent's project approach and proposed operating procedures relative to these key elements of the project, including at a minimum:
- a. Debris Management Contractor workforce and equipment registration and tracking;
 - b. Equipment identification in the field;
 - c. Truck certification, registration, and marking;
 - d. Debris Management Contractor workforce tracking;
 - e. Document management and controls, including Load Tickets and reports;
 - f. Data collection;
 - g. Data assimilation/integration;
 - h. Employment of GIS mapping, use of GPS, and other means of documenting;
 - i. Communications with Debris Management Contractor workforce;
 - j. Assembling the data necessary to prepare the Status Reports described below:
 - Database management
 - Quality Assurance (QA) for Loading Site Monitors
 - Quality Assurance for TDMS Operations Monitors
 - Quality Assurance for Landfill Operations Monitors
 - Complaint tracking and resolution
 - Monitoring workforce health and safety training and compliance monitoring
- 3) A summary of Respondent's capability to manage data collection and provide status reports and documentation required for the project, including morning summaries from the Debris Management Contractor addressing. Reporting should include real time/near time access to the automated tracking system with geographical display:
- a. Number of crews and types and quantities equipment to be deployed that day;
 - b. Areas where crews and equipment will be assigned;
 - c. Status of TDMS operations, including volumetric reduction methods to be employed;
 - d. Changes in operational status or problems encountered since the previous report;

- e. Numbers of monitoring crews to be dispatched and locations where crews will be assigned.
- 4) And evening summaries addressing:
- a. Overall status of Debris removal operations;
 - b. Number of crews and types and quantities of equipment employed that day;
 - c. Issues or problems affecting field operations;
 - d. Complaint referrals;
 - e. Damage referrals or updates;
 - f. Monitoring issues;
 - g. TDMS issues;
 - h. Overall status of geographic area;
 - i. Numbers of monitoring crews deployed and locations where crews were assigned.
- 5) Daily reports that address the types and volumes of debris/waste collected, transported, processed, delivered to disposal sites, etc., on the previous day, broken down by:
- a. Contractor;
 - b. Other forces;
 - c. TDMS;
 - d. Community drop off site;
 - e. Disposal site;
 - f. Locations where debris/waste was collected (or 100% cleared);
 - g. GIS based maps that indicate the overall status of debris/waste removal operations.
- 6) Daily reconciliation of Debris Management Contractor's time and materials summaries, Load Ticket submittals, and invoices, including:
- a. Review invoice and backup with Debris Management Contractor;
 - b. Reconcile invoice with database records;
 - c. Provide reviewed and approved invoice to City for payment.

J. Automated Debris Tracking and Reporting Systems

Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, *Recent advances in automated debris management tracking systems have provided real – time and automated tracking and reporting...FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.*

Respondent must demonstrate ownership or licensing of a proprietary automated debris tracking and reporting system. Respondent must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the City. If Respondent is licensing such technology, Respondent must provide a written letter from licensor acknowledging licensor has a minimum of 100 devices on hand for Respondent's use in the event of a disaster and such devices will be made

available for the City's recovery efforts. Respondent shall include graphic illustration and explanation of system capability and be prepared to demonstrate system functionality if requested at the time of proposal evaluation and/or interview. Respondent shall be required to submit hourly rates (in fee schedule) for operations with and without use of the automated system. Respondent's inability to provide automated system in a timely manner shall be grounds for default.

Section V Preliminary Specifications

A. General

The following preliminary specifications have been developed by City of La Marque for monitoring of disaster related debris and waste management operations carried out by the City's designated Debris Management Contractor. These Preliminary Specifications will be used in negotiating final specifications for the project once a Contractor has been selected.

B. Loading Site Monitoring Services

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible

for carrying all provisions of this contract without specific additional direction from

City of La Marque.

The following minimum conditions apply:

1. Contractor shall, within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at debris loading sites located throughout the City. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 -14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by Debris Manager in coordination with the debris removal Contractor. These hours will normally not exceed dawn to dusk; unless authorized (in writing) by the Debris Manager. In the event that 24-hour operations are authorized, Contractor shall provide monitors for 24-hour operations, with no person being assigned to monitoring duties for more than 12 hours in any 24-hour period.

The Contractor will have Loading Site Monitors stationed at each loading site operated by the debris removal Contractor and coordinated with the Debris Management Center the day before beginning the work. The Contractor must be prepared to provide a minimum of two Loading Site Monitors to be stationed at each loading site. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection or Global Position Satellite (GPS) location to be valid. The volume of debris hauled will be estimated at the TDMS by the Disposal Site Monitor. Load Tickets will be provided by the Contractor. Each monitor will be fully accountable for all Load Tickets issued to him/her.

2. Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras,

video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within City of La Marque.

3. Contractor must be prepared to provide Loading Site Monitors per site per day at a minimum of a 12-14 hours shift. Contractor must provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.
4. All Loading Site Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
5. All Loading Site Monitors must have experience in at least one of the following:
 - Entry level engineer
 - Solid waste site operations
 - Construction inspector
 - Land clearing operations
 - Entry level surveyor
 - Solid waste collections
 - Previous similar monitoring or inspection experience
6. Supervisors and all identified Loading Site Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the City.
7. Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

C. TDMS / Disposal Site Monitoring Services

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible

for carrying all provisions of this contract without specific additional direction from City of La Marque. The following conditions apply.

1. The Disposal Site Monitors is to complete the load ticket and estimate volumes that have been transported to TDMS or to landfills or other disposal sites for processing, temporary staging/storage, volumetric reduction, recycling, or disposal.
2. Contractor shall provide a minimum of two Disposal Site Monitors per TDMS or disposal site per day for a minimum of a 12-14 hour shift. In the event that 24-hour operations are authorized, Contractor shall provide monitors for 24-hour operations, with no person being assigned to monitoring duties for more than 12 hours in any 24-hour period.
3. Contractor shall provide Disposal Site Monitors with transportation to and from the TDMS and/or landfill sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times,

logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.

4. Monitors must speak English, be capable of working in an outside environment, and be able to climb a staircase ladder 10 feet high.
5. Monitors must be a minimum of 18 years of age, and have a valid driver's license issued in the United States
6. Monitors must have experience in at least one of the following job categories.
 - Entry-level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections
 - Previous similar monitoring or inspection experience

Supervisors and all identified Disposal Site Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the City.

D. Roving Debris Monitor Services

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from City of La Marque. The function of the Roving Debris Monitors is to verify that:

- a. All eligible debris is being removed from designated public rights-of-way and public property within designated debris zones in City of La Marque.
 - b. Ineligible debris is not being picked up.
 - c. Debris Management Contractors are performing their assigned work in a manner consistent with the terms of their Agreement with the City.
1. Contractor shall provide at least one Roving Debris Monitor for each debris pickup zone to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum of 12 to 14 hours per day, 7 days per week, consistent with the City's established work schedule for the debris management contractors.
 2. Contractor must provide Roving Debris Monitors with transportation, mobile communication equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.

3. All Roving Debris Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
4. All monitors must have experience in at least one of the following:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections
 - Previous similar monitoring or inspection experience
5. Supervisors and all identified Roving Debris Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and approved by the city.
6. Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.
7. Roving Debris Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

E. Debris Management Consulting Services

1. The Contractor shall provide an experienced professional (Contractor) to assist the City in overseeing the debris management operations, including but not limited to clearing, loading, hauling, reduction, TDMS/landfill operations, and other related activities. The Contractor must have broad debris removal operations management experience, including experience with debris removal operations, oversight of temporary debris management sites, debris recycling and disposal. Required experience includes in-depth working knowledge of recovery operations, U.S. Army Corps of Engineers and similar debris management guidelines, and FEMA eligibility and reimbursement guidelines.
2. The Contractor will work directly with the City's Debris Manager or as otherwise directed by that official. The Contractor shall perform work as assigned which may include but not be limited to review of debris management plans and procedures, drafting task orders, work plans and reports, audit of debris management Contractor activities, operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.
3. The Contractor shall be available on site at the Debris Management Center for a minimum of two weeks following notice to proceed. The Debris Manager will establish the service requirements and length of time those services are needed based on needs of the City.

F. Operational Requirements

1. The Contractor will oversee documentation of the equipment and other resources provided by the City's debris management Contractor prior to the clearing, removal or hauling of any debris. At a minimum, the Contractor shall provide all necessary personnel and equipment to:
 - a. Assign a unique number to each truck, trailer or other piece of equipment;
 - b. Photograph each piece of equipment;
 - c. Accurately measure the inside of each truck/trailer load bed and calculate its full load capacity;
 - d. Identify the owner/operator of the equipment;
 - e. Ensure that each piece of equipment is clearly labeled on both sides with: the name of the primary Contractor and, if appropriate, the subcontractor; the owner or /operator, as appropriate;
 - g. The equipment number assigned; and, for trucks and trailers, the full load capacity as calculated;
 - h. Document all results in a searchable digital data base;
 - i. Provide for continuous monitoring and updating as equipment is placed into or removed from service;
 - j. Provide daily reports to the City Debris Manager on the types and numbers of equipment in use.
2. The Contractor will assist the City in managing a Load Ticket Program to document the volume of debris loaded and transported to a TDMS or landfill site. Each load of eligible debris shall be tracked using a 6-part load ticket to be provided by the Debris Monitoring Contractor (industry standard)
3. Operational Requirements of Roving Debris Monitor(s):
 - The Roving Debris Monitors will provide general oversight of debris management removal and disposal operations by the City's debris management Contractor.
 - The Roving Debris Monitors will be the "eyes and ears" in the field for the Debris Manager.
 - Therefore, their observations and reports must be backed up with photographs and video wherever necessary to demonstrate the Contractor's performance.
 - The Roving Debris Monitors are expected to make multiple visits to all loading sites and
 - TDMS/landfill sites on a continuing although random basis.

G. Reporting

The Loading Site Monitors shall also maintain a log that contains the following information:

- a. Debris loading site location;
- b. Loading Site Monitors' Name;
- c. Supervisor's Name;

- d. Number of Load Tickets issued during the shift;
- e. Starting load ticket number;
- f. Ending load ticket number ;
- g. Any problems encountered or anticipated.

Each Loading Site Monitor shall submit his/her copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor shall ensure that the load tickets and log are submitted to the Debris Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the City's Debris Manager.

Each Disposal Site Monitor will maintain a log that contains the following information:

- a. TDMS or landfill site location;
- b. Debris Management Site Monitors' Name;
- c. Supervisor's Name;
- d. Truck/trailer number and volume of debris hauled into the site;
- e. Cumulative total of debris delivered at the site during the shift;
- f. Any problems encountered or anticipated;

Each Disposal Site Monitor will turn in his/her copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Debris Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the City's Debris Manager.

Each Roving Debris Monitor(s) will be responsible for providing a detailed report to the designated supervisor at the end of each shift. The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The supervisor shall keep Debris Manager informed of situations that impact the execution of the debris removal contract.

The supervisor will collect all written reports and submit them to the Debris Manager by 9 a.m. the following day along with a detailed summary report of the previous day's operations. The format and content of the report will be as specified by the City's Debris Manager

H. Safety

1. The Contractor shall follow and adhere to all appropriate Federal, state, and local occupational health and safe requirements and guidelines.
2. The Contractor shall prepare the appropriate Site/Workplace Safety Plans required by current OSHA, Texas, or other applicable agency rules, hold appropriate safety training sessions for assigned monitor workforces, and ensure that all personnel engaged in work under the agreement observe the specified safety procedures.

3. All Contractor personnel shall properly wear and maintain all appropriate safety equipment whenever engaged in work under the monitoring agreement. The following are mandatory: hardhat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye, and hearing protection.

I. Other Considerations

1. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
2. The Contractor must be duly licensed in accordance with Federal and state statutory and regulatory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the Debris Management Center before commencing work.
3. The Contractor shall be responsible for promptly responding to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost. The City's Debris Manager shall be immediately advised of any such violation or notice of violation and the corrective actions being taken.
4. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to site cleanup and remediation; fines, administrative and civil penalties; and third-party claims imposed on City of La Marque by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.
5. The Contractor must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.
6. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required under this section such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the City, until all work under the contract is completed and has been accepted by the City. **Acord Certificate of Insurance indicating the City of La Marque as an additional insured and meeting**

all minimum coverages herein shall be provided to the City within 10 days of request.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the contract.

The Contractor shall obtain and maintain for the full period of the contract the following types of insurance in the form, minimum limits and amount herein specified or as may be otherwise required in the contract documents. The Contractor shall automatically renew any policy that expires during the performance of this contract and notify the City of such a renewal prior to expiration date. The City of La Marque shall be named as an "Additional Insured" on all of the below named insurance policies.

Workers' Compensation Insurance

Definitions

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor code, Section 401.011 (44) for all of its employees' providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity. In the event vendor breaches this Agreement by failing to adhere to the standards outlined herein, the City reserves the right to pursue all available legal and equitable remedies.

2. Public Liability and Property Damage Insurance (Note "Indemnity" clause hereinafter)

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract full Comprehensive General Liability and Property Damage Insurance Coverage with a company licensed to do business in the State of Texas. This coverage shall protect the Contractor, the City, and each of the officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this contract by the contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the contract documents :

Public Liability Insurance in an amount not less the Five Hundred Thousand Dollars (\$500,000) for damages arising out of bodily injury or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence and Property Damage Insurance in an amount not less than Five Hundred Thousand (\$500,000) for all damages of others in any occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include, where applicable, explosion, collapse and underground exposure coverage. In addition, where Completed Operations

Insurance Coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

3. Automobile Liability and Property Damage Insurance

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractor(s) have obtained Automobile Liability and Property Damage Insurance Coverage on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired. The liability limits shall be not less than Five Hundred Thousand Dollars (\$500,000) for injury or death of one person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and Property Damage limits of not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence.

4. Contractual Liability Coverage

Each and every policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.

5. Indemnity

The Contractor shall defend, indemnify and hold harmless the City, and each of the officers, agents, servants and employees, from any and all suits, actions, claims, losses, or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based upon, alleged to be based upon, or arising out of (1) any injury, disease, sickness, or death of any person or persons, (2) any damages to any property including loss of use thereof, caused by any act or omission of the Contractor, or any subcontractor of the Contractor, or by their officers, agents, servants, employees or anyone else under the Contractor's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance of any work or services called for by the contract or from conditions created by the performance of non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

6. Evidence of Insurance Coverage

Before commencement of any work, the Contractor shall submit written evidence that he and all his subcontractors have obtained the minimum insurance required by the contract documents. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days' notice in writing to be delivered by registered mail to the City.

The Property Damage portion of this coverage shall include where applicable, explosion, collapse, and underground exposure coverage. In addition, where completed Operations Insurance Coverage is applicable; such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

BONDS

The City will require the contractor, before beginning the work, to execute bonds with the City. Upon notice of award, the successful bidder shall provide:

- **PERFORMANCE BOND:** If the “Estimated Contract Total” amount shown on your proposal Bid Sheet is \$100,000 or greater, the performance bond shall be 100% of that amount. If the “Estimated Contract Total” amount is less than \$100,000 a performance bond is not required. The performance bond shall be for a one year term. A new bond shall then be submitted each year if the contract is renewed. The performance bond is solely for the protection of the City; in the amount of the contract; and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
- **PAYMENT BOND:** If the “Estimated Contract Total” amount shown on your proposal Bid Sheet is \$50,000 or greater, the payment bond shall be 100% of that amount. If the “Estimated Contract Total” amount is less than \$50,000 a payment bond is not required. The payment bond shall be for a one-year term. A new bond shall then be submitted each year if the contract is renewed. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract.

A bond required must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

A bond executed for a public work contract with the City must be payable to the City of La Marque and using the form provided herein.

The bond must clearly and prominently display on the bond or on an attachment to the bond:

- the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City does not require a contractor for any construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

SECTION 4
PRICING PROPOSAL

Proposal of: _____
(Proposer Company Name)

To: City of La Marque

Ref.: Debris Management, Monitoring, and Consulting Services

RFP No#: 22-01

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the "Services" required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

4.1 Pricing Proposal for Services Offered

4.1.1 Please provide a comprehensive, detailed list of all labor, equipment, and services that your firm can provide for Disaster Debris Monitoring Services contract as part of your proposal.

Pricing shall be submitted in a format such that all invoices may be easily tied back to your pricing sheet.

The hourly labor rates shall apply to all hours worked, including overtime, and shall include all applicable overhead and profit. Non-labor project related costs will be billed to the City at cost without mark up, e.g., lodging, transportation and per diem.

4.1.2 Using the attached Pricing Proposal (Ref. 4.5):

4. Please provide an estimated total cost for a debris volume estimate at 1.00 million cubic yards.
5. One (1) Debris Management Sites (DSM) and One (1) Landfill.

4.2 Added Value

4.2.1 Describe any proposed benefits to City of La Marque from Proposer, not otherwise set forth herein, which would be an added value to City of La Marque.

4.3 City of La Marque's Payment Terms

City of La Marque's standard payment terms for services are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to City of La Marque:

Prompt Payment Discount: _____% _____days/net 30 days

4.4 Cooperative Governmental Purchasing Notice

specifications. Prior to other governmental entities placing orders, City of La Marque will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with City of La Marque.

☐ **Yes, Others can purchase** ☐ **No, Only the City of La Marque can purchase.**

4.5 Pricing Proposal

The hourly labor rates shall apply to all hours worked, including overtime, and shall include all applicable overhead and profit. Non-labor project related costs will be billed to the City at cost without mark up, e.g., lodging, transportation and per diem.

1. Please provide an estimated total cost for a debris volume estimate at 1.00 million cubic yards.
2. One (1) Debris Management Sites (DSM) and One (1) Landfill.

Position	Personnel	Estimated	Hourly	Extended Costs
	(Number)	Hours	Rate	
Project Manager				
Operations Managers				
Scheduler/Expeditors				
GIS Analyst/Specialist				
Field Supervisors				
Debris Site / Tower Monitors				
Environmental Specialist				
Project Inspectors (Citizen Drop-Off Site)				
Field Coordinators (Crew Monitors)				
Load Ticket Data Entry Clerks (QA/QC)				
Billing Invoice Analysts				
Project Coordinators				
Residential Monitors				
Data Manager / ADMS Specialist				
Aerial Photographer				
Electronic Ticketing				
Grand Total				

Respectfully submitted,

Proposer: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

SECTION 5

Appendices

Appendix A – Proposal Document

Appendix B – Conflict of Interest

Appendix C – House Bills 13, 19, 89

Appendix D – Property Tax Statement

Appendix E – Nepotism Statement

Appendix F – Non-Collusion Statement

Appendix G – Certification Regarding Debarment

Appendix H – ACH Form

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

Appendix A must be included in the submittal.

Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

☐ Appendix B – Conflict of Interest

☐ Appendix E – Nepotism Statement

☐ Appendix C – House Bill 13, 19, 89
Verification

☐ Appendix F – Non-Collusion Statement

☐ Appendix D – Property Tax Statement

☐ Appendix G – Certification Regarding
Debarment

All Proposals delivered to the City of La Marque shall include this page with the submittal.

RFP Number:	RFP# 22-01
Project Title:	Disaster Debris Monitoring and Consulting
Submittal Deadline:	10:00 A.M.(CST), Thursday July 7, 2022

Submit Electronically:

[Upload Submittal Here](#)

Proposer Information:

Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.

Printed Name and Position of Authorized Representative: _____

Signed this _____ (day) of _____ (month), _____ (year)

Appendix B – Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Name of vendor who has a business relationship with local governmental entity.

☐

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

Name of local government officer about whom the information is being disclosed.

Name of Officer

- 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

- 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

☐

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a).

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, _____ (Person name), the undersigned representative of
(Company or Business Name) _____ (hereinafter
referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING
SUPERVISOR DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The City of La Marque, Texas has adopted the following policy:

The City of La Marque will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Proposer's Printed or Typed Name

Proposer's Signature

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE
PROPOSAL.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING
SUPERVISOR DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of La Marque by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of La Marque

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of La Marque

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of La Marque.

_____ The officers of the company submitting this Proposal are related by blood or marriage to
the following official(s) or employee(s) of the City of La Marque.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE
PROPOSAL.**

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP, OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

PROPOSER _____

ADDRESS _____

PHONE _____

FAX _____

PROPOSER (SIGNATURE)

PROPOSER (PRINTED NAME)

POSITION WITH COMPANY

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE
PROPOSAL.**

Appendix G – Document 00435

The City of La Marque, Texas

PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART
OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.**

Appendix H – ACH Form



City of La Marque Accounts Payable
1111 Bayou Road La Marque, TX 77568
Maria Barnett
PHONE (409) 938-9214 FAX (409) 877-5020
Email: m.barnett@cityoflamarque.org

Vendor Information ACH AUTHORIZATION FORM

Vendor Name		Vendor No.	
Address	City	ST	Zip
Accounting/ACH Contact Name	Phone	Fax	
Email Address for Remittance Advice (**required**)			

Above named Vendor hereby authorizes the City of La Marque to originate Automated Clearing House electronic funds transfer (EFT) credit entries to Vendor's account, as indicated below, for payment/ reimbursement of goods and/or services.

Banking Information

☐ Checking
☐ Savings

☐ New Setup
☐ Change

Name on Bank Account	
Bank Routing Number*	Bank Account #

*Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is invalid.

If you change banks or accounts please provide at least thirty (30) days written notice.

Vendor Authorization:

Authorized Name/Title	Authorized Signature	Date
COR Accounts Payable Use:	Date Received:	Date Entered:
		Entered by:

APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgement of the offeror and are considered part of the contract between the City of La Marque and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERNMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
4. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and

of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. **GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**
 1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty

hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. LOBBYING:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

8. **CLEAN AIR 42 U.S.C. § 7401 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:** By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

12. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT:

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of La Marque*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of La Marque*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall

maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [City of La Marque] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives

of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not

less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that

neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, _____ (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of La Marque, Texas.

Signature of Authorized Company Representative

Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

SECTION 6

PROPOSER'S QUESTIONNAIRE

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

6.1 Proposer Profile

6.1.1 Legal name of Proposer Company: _____

Centralized Master Bidders List registration number: _____

Prime contractor HUB / MWBE registration number: _____

An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____.

Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
_____.

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation if any _____

NOTE: If Proposer is a subsidiary, City of La Marque prefers to enter into an agreement or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

6.1.2 Proposer will provide a copy of its financial statements for the past two (2) years.

6.1.3 Proposer will provide a financial rating of the Proposer's entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Proposer will state whether or not Proposer is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, Proposer will explain the expected impact, both in organizational and directional terms.

6.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with City of La Marque.

- 6.1.6 Proposer will state whether or not Proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 6.1.7 Proposer will state whether or not any relationship exists (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of City of La Marque. If yes, Proposer will explain.

6.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to City of La Marque from doing business with Proposer. Proposer will briefly describe its approach for the required services identified in **Section 3** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.
- 3.2.3 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents, if appropriate.

6.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with City of La Marque, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with City of La Marque and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from City of La Marque.
- 3.3.3 Proposer will describe its approach in providing staffing continuity to customer.
- 3.3.4 Proposer will describe its ability to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the industry.
- 3.4.5 Proposer will describe any additional costs that may be associated with service work and the invoicing of such.

6.4 Quality Assurance

Professional will describe its quality assurance program, its quality requirements, and how they are measured.

6.5 Service Support

Proposer will describe its service support philosophy, how the philosophy is implemented, and how Proposer measures its success in maintaining this philosophy.

6.6 Additional Services

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to City of La Marque. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by City of La Marque from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

SECTION 7

REFERENCES

References – This section is required.

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of La Marque, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

SECTION 8

SUBMISSION OF PROPOSAL

- A. Submittal Packet – How to submit: All Proposals must be submitted electronically. No Proposal will be accepted by mail or hand delivery. Proposals submitted by mail or hand delivery will be marked non-responsive.
- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. Proposers must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the page of the Proposal and on page of **Appendix A-Proposal**. It is the Proposer's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted, and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the City Clerk's Office, by City of La Marque online submittal portal, shall be the official time of receipt. City of La Marque is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn, or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended, or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. **The package must be in the order required in the Scope of Services.** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal. City of La Marque only accepts proposals that are submitted through the online portal. The link is provided on the title page of this document and in **Section 3. Scope of Work – Special Conditions**. No hand delivered or mailed submittals will be considered and will be marked "Non-responsive".
- G. Questions and Responses: The question deadline will be addressed in the **Key Dates Schedule**. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the City Clerks Office will not be answered and any

communication with a User Department prior to award by City of La Marque Council will disqualify a vendor from being considered for award.

- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in the **Key Dates Schedule**.

8.1 Proposal Submittal Order

Proposer is instructed to complete, sign, and return the following documents in the following order as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then City of La Marque may consider this as Non-Responsive and reject the proposal:

- 8.1.1 Signed and Completed Appendix A – Proposal Document (**Section 5**)
- 8.1.2 Signed and Completed Appendix B – Form CIQ (**Section 5**)
- 8.1.3 Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications (**Section 5**)
- 8.1.4 Signed and Completed Appendix D – Property Tax Statement (**Section 5**)
- 8.1.5 Signed and Completed Appendix E – Nepotism Statement (**Section 5**)
- 8.1.6 Signed and Completed Appendix F – Non-Collusion Statement (**Section 5**)
- 8.1.7 Signed and Completed Appendix G – Certification Regarding Debarment (**Section 5**)
- 8.1.8 Signed and Completed Appendix I– Federal Clauses (**Section 5**)
- 8.1.9 Signed and Completed Pricing Proposal (**Section 4**)
- 8.1.10 Signed and Completed Addenda Checklist (if applicable)
Note: It is the Proposer’s responsibility to make sure they have obtained all addenda.
- 8.1.11 Completed References (**Section 7**)
- 8.1.12 Responses to Proposer's Questionnaire (**Section 6**)

SECTION 9

PROPOSED SAMPLE AGREEMENT

City of La Marque has attached a sample proposed Agreement, which includes all Attachments, in conjunction with the award of an agreement with the selected vendor. **AS PART OF YOUR RESPONSE TO THIS RFP, YOU MUST IDENTIFY, IN WRITING, ANY EXCEPTIONS OR ADDITIONS YOU MAY HAVE TO THE PROVISIONS OF THE AGREEMENT.** Any desired changes are to be specific and cite the applicable section. If none, so indicate in your response. Acceptance of the terms and conditions of the Agreement is considered as a major factor in the selection of the successful vendor.

AGREEMENT FOR SERVICES

SERVICES

This Agreement (the "Agreement") is made and entered into this ____ day of month, 20 __, by and between the City of La Marque, a Texas home-rule municipality, and **company name** ("Company") located at **list address here**. By entering into this Agreement, Company agrees that City of La Marque is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS the City of La Marque desires to obtain services in connection with its **"services rendered"**, within the City of La Marque and **vendor name** ("Company") desires to provide such services; and

WHEREAS this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

Agreement Type Here and RFP or Bid # if there is one

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **TERM:** Agreement shall be effective upon execution by the City of La Marque until work has been completed to the satisfaction of the City of La Marque unless sooner terminated under the terms set forth herein. It is agreed that City of La Marque will have the option to extend the Agreement for up to two (2) additional years. To exercise this option, City of La Marque shall serve notice a minimum 30 days prior to agreement termination. The Option to Extend will not be considered if funding is unavailable or if the company's past performance is not within the industry standard or acceptable to the City of La Marque. This Agreement shall automatically renew for successive one-year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date.

2. **SCOPE OF SERVICES:** Company will provide the services ("Work") to the City of La Marque in connection with the Project, more specifically described in **Exhibit A** (and any applicable exhibits attached herein), attached and fully incorporated for all intents and purposes.

3. **COMPENSATION:** City of La Marque shall compensate Company for the Work at the agreed upon **(Insert Agreement Value)**, more specifically described in **Exhibit A**. Company will furnish an invoice to the City of La Marque detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021 and are payable to Company at **Company full Address**. City of La Marque shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit A**, except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

4. **SCHEDULE AND DELIVERABLES:** The City of La Marque and its agencies will cooperate with Company to facilitate the performance of the work described in the agreement. Company will perform the Work in accordance with the schedules/timetables described in detail in the attached **Exhibit A**.

In the event that one or more of the members of the Company cannot perform because of ill health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom City of La Marque agrees to accept. City of La Marque does not have to accept any substitutes provided by the Company but may contract a substitute of their own.

5. **CHANGES:** The City of La Marque may request changes in the scope of the services to be

performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City of La Marque and Company, shall be incorporated in written amendments to this Agreement. No changes in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

6. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7. **PERMITS**: The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for **SERVICES BEING RENDERED**. All permits associated with the project shall be the sole responsibility of Company.

8. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The City of La Marque will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance, and it is expected that the performer will enter into other similar agreements with other customers.

9. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

10. **INSURANCE REQUIREMENTS**: Company shall provide all required City of La Marque certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name City of La Marque as an additional insured and shall provide that the policy requires the insurance carrier to notify City of La Marque a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer.

11. **APPROPRIATIONS**: The obligations of City of La Marque to make payment under this Agreement are expressly subject to appropriations by the City of La Marque of funds that are lawfully available to be applied to such purpose.

12. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, pandemic, the acts and regulations of public

authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, City of La Marque and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above-mentioned event, Company grants City of La Marque the right to reschedule the performance(s) under the same terms and conditions of this Agreement.

13. INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, defend, save and hold City of La Marque of La Marque harmless, including City of La Marque's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability, or expense on account of damage to property and injuries, including death, by which may arise from the negligence of City of La Marque. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless City of La Marque and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

14. COPYRIGHT: The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies City of La Marque for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. TAXES - Company will pay when due all taxes or assessments applicable to Company. Company will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

16. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17. NO WAIVER: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.

18. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs, or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of these conditions.

19. ATTORNEY'S FEES: In the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

20. APPLICABLE LAW, VENUE, AND JURISDICTION: This Agreement shall be performable in Galveston County, Texas and be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.

21. NOTICES - All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this

Agreement. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to City of La Marque shall be sent to:

City Attorney
City of La Marque
1111 Bayou Rd.
La Marque, Texas
77568

Company Name
(Address)
(Address)

22. Dispute Resolution - Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of City of La Marque's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the City of La Marque's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. City of La Marque and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

23. TERMINATION: This Agreement may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, City of La Marque shall thereupon have the right to terminate this Agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City of La Marque shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to City of La Marque for damages sustained by City of La Marque by virtue of any breach of the Agreement by Company or its subordinates and City of La Marque may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due City of La Marque from Company is determined.

24. BINDING EFFECT - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

25. EXHIBITS - All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Work and Compensation

Exhibit 2 – Appendix B – Conflict of Interest Form Executed

Appendix C – House Bill 89, 13, 19 Verification Form Executed

Appendix D – Property Tax Statement Executed

Appendix E – Nepotism Statement Executed

Appendix F – Non-Collusion Statement Executed

Appendix G – Document 00435 Debarment

Exhibit 3 – Federal Clauses Executed

26. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, written or oral, between Company and City of La Marque and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement.

This Agreement may only be amended by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF LA MARQUE, TEXAS

Company

By: _____

City Manager

By: _____

ATTEST:

City Secretary

APPROVED AS TO FORM

City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: 06-12-2023

Prepared by: Kyle Hunter

Department: OEM

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Informational item to make the Council aware of a Request for Proposals - Disaster Debris Monitoring and Consulting Services

X

ATTACHMENTS FOR REFERENCE

1. RFP

STAFF BRIEFING:

HISTORY: As we are in Hurricane season already we are reviewing all of our contracts and are in need of a Disaster Debris Monitoring and Consulting Service and assist in the paperwork for FEMA reimbursement if a disaster were to hit the City of La Marque

TARGET IMPLEMENTATION: June 26, 2023

SIGNIFICANT ACTION DATES:

ISSUANCE OF RFP: June 12, 2023

PRE-PROPOSAL CONFERENCE: 11 AM June 14, 2023

DEADLINE FOR QUESTIONS: 1 PM June 15, 2023

SUBMITTAL DEADLINE: 12 PM June 16, 2023

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION:

FISCAL IMPACT:



YOUTH FISHING & KAYAKING

MAC MC GAFFEY
HIGHAND BAYOU PARK



JUNE 21

Proud Partner

LIMITED
SPACE
AVAILABLE

OUR WILD LIFE
YOUTH (4-17)
FISHING & KAYAKING

CHECK IN
8 AM
CLINIC
9 - 12

BASICS
101

*FISHING
*KAYAKING
INTRO

AGES 4-17!

WE PROVIDE THE GEAR!
BRING WATER & SUNSCREEN!





FIRE

LA MAR

