



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
January 27, 2025**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **January 27, 2025**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via video-conference hosted through Zoom (councilzoom.cityoflamarque.org)**. 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
 - 4.I. Award: President's Lifetime Achievement Award - Joe Compian
 - 4.II. Award: Certificate of Appreciation - Oscar Del Bosque Alas
 - 4.III. Introduction: Jason Ellison, Development Services Director
 - 4.IV. Introduction: Monica Veliz, Budget Coordinator
 - 4.V. Presentation: 30 Years of Dedicated Service - Tyrone Griffin
 - 4.VI. Presentation: Stifel
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. OLD BUSINESS

Items presented to the Council for discussion and possible action:

6.I. Wastewater Treatment Plant Project Update

Updating Council on the Wastewater Treatment Plant Project with Adurra Engineering - *Public Works*

7. NEW BUSINESS

Items presented to the Council for discussion and possible action:

7.I. Ordinance No. O-2025-0002

Approving the updates to the 2024 Building and Fire Codes for the City of La Marque - *Legal* **THIS IS THE FIRST READING**

7.II. Resolution No. R-2025-0004

Approving the aerial spraying of mosquitos by Galveston County Mosquito Control District, as required on a yearly basis by the Federal Aviation Administration - *City Clerk*

7.III. Resolution No. R-2025-0005

Applying for no-match grant to the Office of the Governor-State Homeland Security Program - L : Law Enforcement Terrorism Prevention Activities (LETPA) - *Police*

7.IV. Resolution No. R-2025-0006

Applying for a no-match grant with the Office of the Governor's SHSP-R: Regular Projects - *Police*

7.V. Resolution No. R-2025-0007

Applying for a no-match grant from the Office of the Governor's SHSP-NPA: National Priority Area Project - *Police*

7.VI. Resolution No. R-2025-0008

Applying for a No-Match Grant for the Office of the Governor's Grant Application Rifle Resistant Body Armor Grant Program, FY2026 - *Police*

7.VII. Resolution No. R-2025-0009

Applying for a no-match Grant from the Office of the Governor's Bullet-Resistant Shield Program - *Police*

7.VIII. Resolution No. R-2025-0010

Applying for a no-match Office of Governor Project Safe Neighborhood Grant - *Police*

7.IX. Resolution No. R-2025-0011

Applying for a No-Match Grant from the Office of the Governor-State Crisis Intervention Grant Program FY2026 - *Police*

7.X. Resolution No. R-2025-0012

Applying for a No-Match Grant from the Office of the Governor Criminal Justice Grant Program FY2026 - *Police*

7.XI. Resolution No. R-2025-0013

Applying for a No-Match Grant for the Sexual Assault Evidence Testing Grant Program, FY2026 - *Police*

7.XII. Contract with OpenGov

Authorizing the City Manager upon final approval of the City Attorney to sign a contract with OpenGov, Inc., in the amount of \$721,180.83 for the provision of financial management software - *Finance*

7.XIII. Purchase: City Park Awnings

Requesting approval to purchase two (2) awnings utilizing the Parks User Fee to install at Westlawn Park for the amount of \$5,770.00 - *Public Works*

7.XIV. Request for Rezoning Property

Discussion / possible action on whether to initiate the zoning amendment process for a portion of a city block of real property currently zoned as General Commercial commonly known as 4715 Patridge Street; 4711 Patridge Street; 4707 Patridge Street and 4705 Patridge Street to Single Family Residential and provide appropriate direction to the City Manager - *Development Services*

8. 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.

8.I. Monthly Reports

8.II. 2024 Quarterly Investment Reports

8.III. Crime Statistics for Calendar Year 2024

8.IV. Bay Area Houston Economic Partnership (BAHEP) Annual Report

8.V. Grant Application: Turkey Smoke Grant Program

8.VI. Invitation for Bid: 12-Inch Water Distribution Line from Newman Road to Stonewall Project

8.VII. General Land Office (GLO) Public Infrastructure Grant Projects Update

8.VIII. Light up La Marque Project Update - Texas Avenue Grant through TXDOT

8.IX. All America Draft Marketing Plan

8.X. Doorstep Democracy

8.XI. Summer Camp 2025

8.XII. Items for the Good of the Order

9. 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)

10. ACTIONS TAKEN FROM EXECUTIVE SESSION

11. REQUESTS AND ANNOUNCEMENTS

12. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on January 24, 2025 by 5:00 p.m.

Kasey Lott
Deputy City Clerk



Oscar Del Bosque Alas was on the phone with one of the V&S workers, trying to locate Rafa, the foreman. In the midst of the conversation, he heard a commotion in the background and immediately asked what had happened. The worker's voice was fraught with urgency as he explained that Rafa had been cutting a pipe when he suddenly jumped, slashing his neck.

Without hesitation, Oscar sprang into action. When he reached Rafa, he saw him clutching a dirty towel against his neck, soaked with blood. Despite the chaos, Oscar remained calm and focused, a steady presence in the unfolding emergency.

His first instinct was to minimize the risk of infection and control the bleeding. Oscar quickly asked for a first aid kit and, before doing anything else, washed his hands thoroughly with soap and water. Demonstrating remarkable composure under pressure, he wrapped the wound securely to stem the flow of blood. His actions were swift, precise, and lifesaving.

Meanwhile, one of the contractors stepped in to transport Rafa to the hospital. Thanks to Oscar's quick thinking and ability to stay calm under pressure, Rafa's bleeding was controlled, likely preventing a far more serious outcome. Oscar's heroism in that critical moment made all the difference, ensuring Rafa received the care he needed in time.

CERTIFICATE

Of Appreciation

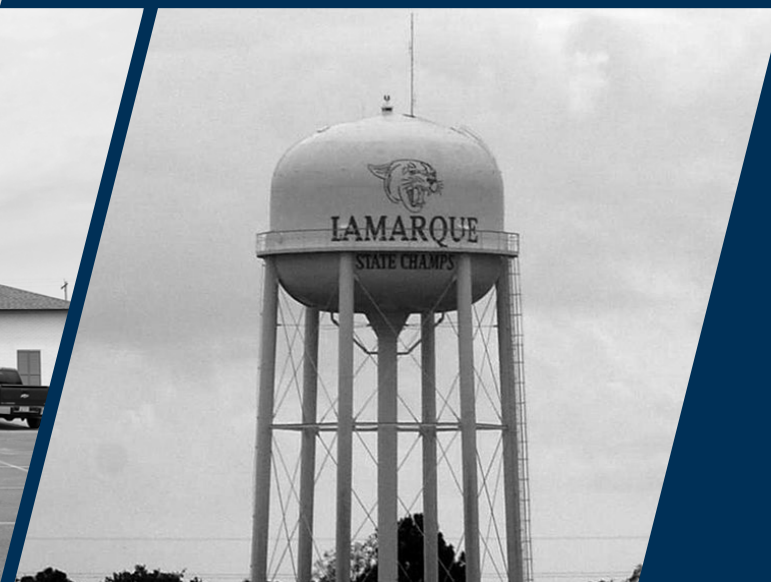
This Certificate is Proudly Presented To

Oscar Del Bosque Alas

For his heroic efforts to save a fellow human from a devastating injury that occurred on the job on December 7, 2024. His life-saving measures and his calm demeanor when applying aid was truly admirable. Oscar was brave in the care he provided and his actions prevented loss of life.

Shannon Breaux

**Keith Bell
Mayor**



City of La Marque, Texas

*City Debt Portfolio &
Financing Considerations*

January 27, 2025

Brad Angst, *Managing Director*
(512) 813-7225
angstb@stifel.com

David Webb, *Director*
(713) 534-9001
webbd@stifel.com

STIFEL | Public Finance

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Disclosures: Stifel, Nicolaus & Company, Incorporated (“Stifel”) is providing the information for discussion purposes and is declaring that it has done so within the regulatory framework of MSRB Rule G-23 as a financial advisor, as defined therein, and not an underwriter to the issuer for this proposed issuance of municipal securities. A “financial advisory relationship” shall be deemed to exist when a firm enters into an agreement to render financial advisory or consultant services to or on behalf of an issuer with respect to the issuance of municipal securities, including advice with respect to the structure, timing, terms and other similar matters. Accordingly, any services provided by Stifel as they relate to our role as financial advisor should not be construed as those of an underwriter or placement agent.

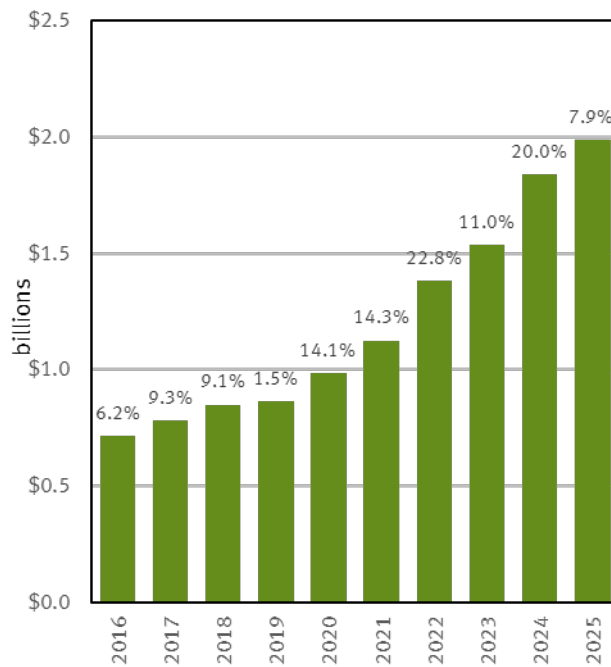
These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and are subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or counsel as you deem appropriate.

1 City Metrics & Debt Portfolio

Tax Base Overview

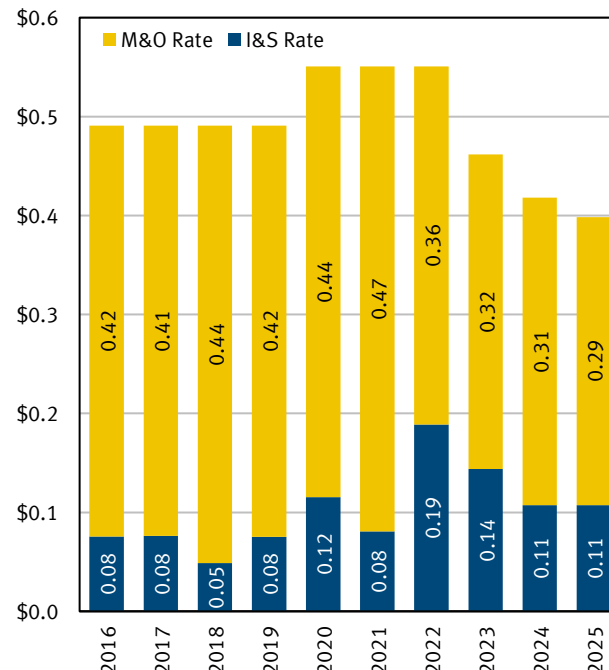
Taxable Assessed Valuation

Fiscal Year	TAV
2025	\$1,987,820,185
2024	\$1,841,662,552
2023	\$1,535,292,278
2022	\$1,382,929,568
2021	\$1,125,871,783
2020	\$985,000,033
2019	\$863,128,216
2018	\$850,162,312
2017	\$779,022,703
2016	\$712,624,954



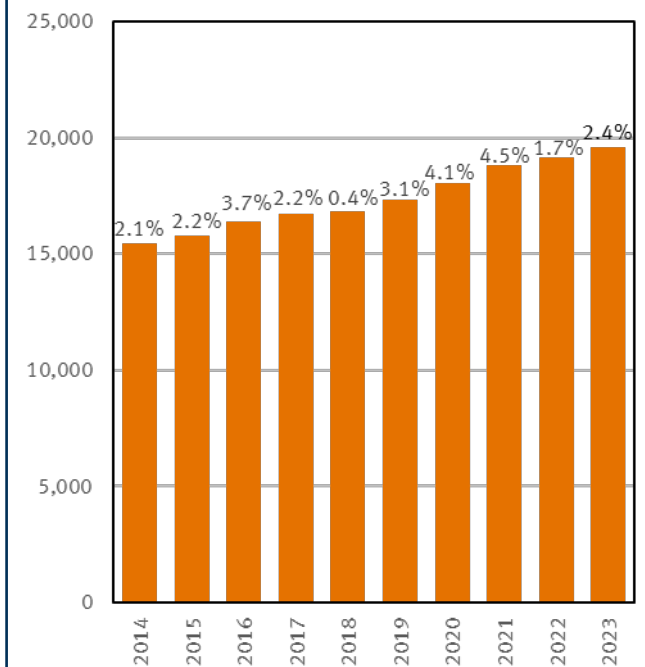
Tax Rate History

Fiscal Year	M&O	I&S	Total
2025	\$0.291	\$0.107	\$0.399
2024	\$0.311	\$0.107	\$0.418
2023	\$0.318	\$0.144	\$0.462
2022	\$0.362	\$0.189	\$0.551
2021	\$0.470	\$0.081	\$0.551
2020	\$0.435	\$0.116	\$0.551
2019	\$0.415	\$0.075	\$0.491
2018	\$0.442	\$0.049	\$0.491
2017	\$0.415	\$0.076	\$0.491
2016	\$0.415	\$0.076	\$0.491



Population

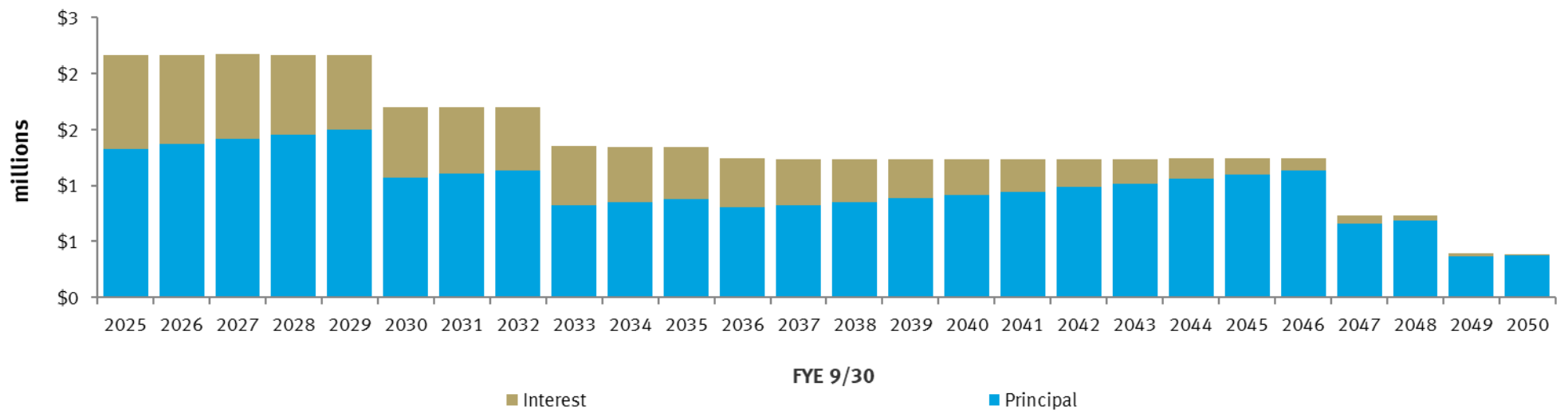
Year	Population
2023	19,605
2022	19,149
2021	18,833
2020	18,030
2019	17,319
2018	16,805
2017	16,739
2016	16,379
2015	15,795
2014	15,459



Current Debt Profile – General Obligation

General Obligation	Issue Date	Series	Issued Par (000's)	Outstanding Par (000's)	Callable Par (000's)	Interest Rates (%)	Call Date	Final Maturity	Tax Status
	02/17/2022	2022 KO	\$ 653	\$ 538	\$ 538	1.81%	Any Date	2032	T/E
	07/02/2020	2020	7,605	6,305	5,865	4.00%	2/1/2027	2050	T/E
	01/07/2020	2019 KO	1,285	922	922	3.18%	Any Date	2035	T/E
	08/09/2018	2018	6,000	5,320	5,040	3.50%-5.00%	9/1/2026	2048	T/E
	01/11/2018	2018 KO	3,305	1,995	1,995	2.51%	Any Date	2032	T/E
	09/21/2017	2017	2,470	1,150	715	3.00%	9/1/2026	2029	T/E
	06/09/2016	2016	9,760	7,975	7,690	2.00%-3.13%	12/1/2025	2046	T/E
	12/30/2014	2014	2,520	1,000	1,000	2.50%-3.00%	Any Date	2029	T/E
				\$ 33,597	\$ 25,205	\$ 23,765			
Underlying Ratings:									
S&P: AA-									

Debt Service Requirements – FYE 2024



Debt Map – General Obligation

GO Ref Bds Ser 2014					
Original Par: \$2,520,000		Tax Status: Bank Qualified			
Current Par: \$1,000,000		Use of Proceeds: Refunding			
Delivery Date: 12/30/2014		Sale Type: Competitive			
Ratings: AA-		Financial Advisor: USCA Municipal Advisors LLC			
Call Date: Any Date		Lead Manager: BOSC, Inc.			
Payment Date	Principal	Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
03/1/2025	-	-	14,525.00	14,525.00	-
09/1/2025	190,000.00	2.50%	14,525.00	204,525.00	219,050.00
03/1/2026	-	-	12,150.00	12,150.00	-
09/1/2026	195,000.00	3.00%	12,150.00	207,150.00	219,300.00
03/1/2027	-	-	9,225.00	9,225.00	-
09/1/2027	200,000.00	3.00%	9,225.00	209,225.00	218,450.00
03/1/2028	-	-	6,225.00	6,225.00	-
09/1/2028	205,000.00	3.00%	6,225.00	211,225.00	217,450.00
03/1/2029	-	-	3,150.00	3,150.00	-
09/1/2029	210,000.00	3.00%	3,150.00	213,150.00	216,300.00
03/1/2030	-	-	-	-	-
09/1/2030	-	-	-	-	-
03/1/2031	-	-	-	-	-
09/1/2031	-	-	-	-	-
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03/1/2046	-	-	-	-	-
09/1/2046	-	-	-	-	-
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09/1/2047	-	-	-	-	-
03/1/2048	-	-	-	-	-
09/1/2048	-	-	-	-	-
03/1/2049	-	-	-	-	-
09/1/2049	-	-	-	-	-
03/1/2050	-	-	-	-	-
09/1/2050	-	-	-	-	-
\$1,000,000.00			\$ 90,550.00	\$1,090,550.00	\$1,090,550.00

Tax & Rev C/O Ser 2016					
Original Par: \$9,760,000		Tax Status: Bank Qualified			
Current Par: \$8,255,000		Use of Proceeds: Public Improvements			
Delivery Date: 6/9/2016		Sale Type: Competitive			
Ratings: AA-		Financial Advisor: USCA Municipal Advisors LLC			
Call Date: 12/1/2025		Lead Manager: Robert W. Baird & Co., Inc.			
Payment Date	Principal	Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
12/1/2024	280,000.00	3.00%	118,484.38	398,484.38	-
06/1/2025	-	-	114,284.38	114,284.38	512,768.75
12/1/2025	285,000.00	3.00%	114,284.38	399,284.38	-
06/1/2026	-	-	110,009.38	110,009.38	509,293.75
12/1/2026	295,000.00	2.00%	110,009.38	405,009.38	-
06/1/2027	-	-	107,059.38	107,059.38	512,068.75
12/1/2027	300,000.00	2.00%	107,059.38	407,059.38	-
06/1/2028	-	-	104,059.38	104,059.38	511,118.75
12/1/2028	305,000.00	2.25%	104,059.38	409,059.38	-
06/1/2029	-	-	100,628.13	100,628.13	509,687.50
12/1/2029	315,000.00	2.50%	100,628.13	415,628.13	-
06/1/2030	-	-	96,690.63	96,690.63	512,318.75
12/1/2030	320,000.00	2.50%	96,690.63	416,690.63	-
06/1/2031	-	-	92,690.63	92,690.63	509,381.25
12/1/2031	330,000.00	2.75%	92,690.63	422,690.63	-
06/1/2032	-	-	88,153.13	88,153.13	510,843.75
12/1/2032	340,000.00	2.75%	88,153.13	428,153.13	-
06/1/2033	-	-	83,478.13	83,478.13	511,631.25
12/1/2033	350,000.00	3.00%	83,478.13	433,478.13	-
06/1/2034	-	-	78,228.13	78,228.13	511,706.25
12/1/2034	360,000.00	3.00%	78,228.13	438,228.13	-
06/1/2035	-	-	72,828.13	72,828.13	511,056.25
12/1/2035	370,000.00	3.00%	72,828.13	442,828.13	-
06/1/2036	-	-	67,278.13	67,278.13	510,106.25
12/1/2036	385,000.00	3.00%	67,278.13	452,278.13	-
06/1/2037	-	-	61,503.13	61,503.13	513,781.25
12/1/2037	395,000.00	3.00%	61,503.13	456,503.13	-
06/1/2038	-	-	55,578.13	55,578.13	512,081.25
12/1/2038	405,000.00	3.00%	55,578.13	460,578.13	-
06/1/2039	-	-	49,503.13	49,503.13	510,081.25
12/1/2039	420,000.00	3.00%	49,503.13	469,503.13	-
06/1/2040	-	-	43,203.13	43,203.13	512,706.25
12/1/2040	430,000.00	3.00%	43,203.13	473,203.13	-
06/1/2041	-	-	36,753.13	36,753.13	509,956.25
12/1/2041	445,000.00	3.00%	36,753.13	481,753.13	-
06/1/2042	-	-	30,078.13	30,078.13	511,831.25
12/1/2042	460,000.00	3.13%	30,078.13	490,078.13	-
06/1/2043	-	-	22,890.63	22,890.63	512,968.75
12/1/2043	475,000.00	3.13%	22,890.63	497,890.63	-
06/1/2044	-	-	15,468.75	15,468.75	513,359.38
12/1/2044	490,000.00	3.13%	15,468.75	505,468.75	-
06/1/2045	-	-	7,812.50	7,812.50	513,281.25
12/1/2045	250,000.00	3.13%	7,812.50	257,812.50	-
06/1/2046	250,000.00	3.13%	3,906.25	253,906.25	511,718.75
12/1/2046	-	-	-	-	-
06/1/2047	-	-	-	-	-
12/1/2047	-	-	-	-	-
06/1/2048	-	-	-	-	-
12/1/2048	-	-	-	-	-
06/1/2049	-	-	-	-	-
12/1/2049	-	-	-	-	-
06/1/2050	-	-	-	-	-
\$ 8,255,000.00			\$ 2,998,746.88	\$ 11,253,746.88	\$ 11,253,746.88

GO Ref Bds Ser 2017					
Original Par: \$2,470,000		Tax Status: Bank Qualified			
Current Par: \$1,150,000		Use of Proceeds: Refunding			
Delivery Date: 9/21/2017		Sale Type: Competitive			
Ratings: AA-		Financial Advisor: USCA Municipal Advisors LLC			
Call Date: 9/1/2026		Lead Manager: UMB Bank			
Payment Date	Principal	Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
03/1/2025	-	-	17,250.00	17,250.00	-
09/1/2025	215,000.00	3.00%	17,250.00	232,250.00	249,500.00
03/1/2026	-	-	14,025.00	14,025.00	-
09/1/2026	220,000.00	3.00%	14,025.00	234,025.00	248,050.00
03/1/2027	-	-	10,725.00	10,725.00	-
09/1/2027	230,000.00	3.00%	10,725.00	240,725.00	251,450.00
03/1/2028	-	-	7,275.00	7,275.00	-
09/1/2028	240,000.00	3.00%	7,275.00	247,275.00	254,550.00
03/1/2029	-	-	3,675.00	3,675.00	-
09/1/2029	245,000.00	3.00%	3,675.00	248,675.00	252,350.00
03/1/2030	-	-	-	-	-
09/1/2030	-	-	-	-	-
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03/1/2050	-	-	-	-	-
09/1/2050	-	-	-	-	-
\$1,150,000.00			\$ 105,900.00	\$1,255,900.00	\$1,255,900.00

Debt Map – General Obligation

Pub Prop Finance Contractual Obligs Ser 2018					
Original Par: \$3,305,000		Tax Status: Bank Qualified			
Current Par: \$1,995,000		Use of Proceeds: Water			
Delivery Date: 1/11/2018		Sale Type: Private Placement			
Ratings: Non-Rated		Financial Advisor: USCA Municipal Advisors LLC			
Call Date: Any Date		Lead Manager: American National Bank of Texas			
Payment Date	Principal	Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
03/1/2025	-		25,037.25	25,037.25	-
09/1/2025	230,000.00	2.51%	25,037.25	255,037.25	280,074.50
03/1/2026	-		22,150.75	22,150.75	-
09/1/2026	235,000.00	2.51%	22,150.75	257,150.75	279,301.50
03/1/2027	-		19,201.50	19,201.50	-
09/1/2027	240,000.00	2.51%	19,201.50	259,201.50	278,403.00
03/1/2028	-		16,189.50	16,189.50	-
09/1/2028	245,000.00	2.51%	16,189.50	261,189.50	277,379.00
03/1/2029	-		13,114.75	13,114.75	-
09/1/2029	250,000.00	2.51%	13,114.75	263,114.75	276,229.50
03/1/2030	-		9,977.25	9,977.25	-
09/1/2030	260,000.00	2.51%	9,977.25	269,977.25	-
03/1/2031	-		6,714.25	6,714.25	-
09/1/2031	265,000.00	2.51%	6,714.25	271,714.25	278,428.50
03/1/2032	-		3,388.50	3,388.50	-
09/1/2032	270,000.00	2.51%	3,388.50	273,388.50	276,777.00
03/1/2033	-		-	-	-
09/1/2033	-		-	-	-
03/1/2034	-		-	-	-
09/1/2034	-		-	-	-
03/1/2035	-		-	-	-
09/1/2035	-		-	-	-
03/1/2036	-		-	-	-
09/1/2036	-		-	-	-
03/1/2037	-		-	-	-
09/1/2037	-		-	-	-
03/1/2038	-		-	-	-
09/1/2038	-		-	-	-
03/1/2039	-		-	-	-
09/1/2039	-		-	-	-
03/1/2040	-		-	-	-
09/1/2040	-		-	-	-
03/1/2041	-		-	-	-
09/1/2041	-		-	-	-
03/1/2042	-		-	-	-
09/1/2042	-		-	-	-
03/1/2043	-		-	-	-
09/1/2043	-		-	-	-
03/1/2044	-		-	-	-
09/1/2044	-		-	-	-
03/1/2045	-		-	-	-
09/1/2045	-		-	-	-
03/1/2046	-		-	-	-
09/1/2046	-		-	-	-
03/1/2047	-		-	-	-
09/1/2047	-		-	-	-
03/1/2048	-		-	-	-
09/1/2048	-		-	-	-
03/1/2049	-		-	-	-
09/1/2049	-		-	-	-
03/1/2050	-		-	-	-
09/1/2050	-		-	-	-
\$ 1,995,000.00		\$ 231,547.50		\$ 2,226,547.50	\$ 1,946,593.00

Tax & Rev C/O Ser 2018					
Original Par: \$6,000,000		Tax Status: Bank Qualified			
Current Par: \$5,320,000		Use of Proceeds: Public Improvements			
Delivery Date: 8/9/2018		Sale Type: Competitive			
Ratings: AA-		Financial Advisor: U.S. Capital Advisors LLC			
Call Date: 9/1/2026		Lead Manager: Robert W. Baird & Co., Inc.			
Payment Date	Principal	Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
03/1/2025	-		100,684.38	100,684.38	-
09/1/2025	135,000.00	5.00%	100,684.38	235,684.38	336,368.75
03/1/2026	-		97,309.38	97,309.38	-
09/1/2026	145,000.00	5.00%	97,309.38	242,309.38	339,618.75
03/1/2027	-		93,684.38	93,684.38	-
09/1/2027	150,000.00	4.00%	93,684.38	243,684.38	337,368.75
03/1/2028	-		90,684.38	90,684.38	-
09/1/2028	155,000.00	4.00%	90,684.38	245,684.38	336,368.75
03/1/2029	-		87,584.38	87,584.38	-
09/1/2029	165,000.00	4.00%	87,584.38	252,584.38	340,168.75
03/1/2030	-		84,284.38	84,284.38	-
09/1/2030	170,000.00	4.00%	84,284.38	254,284.38	338,568.75
03/1/2031	-		80,884.38	80,884.38	-
09/1/2031	175,000.00	4.00%	80,884.38	255,884.38	336,768.75
03/1/2032	-		77,384.38	77,384.38	-
09/1/2032	185,000.00	4.00%	77,384.38	262,384.38	339,768.75
03/1/2033	-		73,684.38	73,684.38	-
09/1/2033	190,000.00	4.00%	73,684.38	263,684.38	337,368.75
03/1/2034	-		69,884.38	69,884.38	-
09/1/2034	200,000.00	4.00%	69,884.38	269,884.38	339,768.75
03/1/2035	-		65,884.38	65,884.38	-
09/1/2035	205,000.00	4.00%	65,884.38	270,884.38	336,768.75
03/1/2036	-		61,784.38	61,784.38	-
09/1/2036	215,000.00	4.00%	61,784.38	276,784.38	338,568.75
03/1/2037	-		57,484.38	57,484.38	-
09/1/2037	215,000.00	3.50%	57,484.38	272,484.38	329,968.75
03/1/2038	-		53,721.88	53,721.88	-
09/1/2038	225,000.00	3.50%	53,721.88	278,721.88	332,443.75
03/1/2039	-		49,784.38	49,784.38	-
09/1/2039	235,000.00	3.50%	49,784.38	284,784.38	334,568.75
03/1/2040	-		45,671.88	45,671.88	-
09/1/2040	240,000.00	3.50%	45,671.88	285,671.88	331,343.75
03/1/2041	-		41,471.88	41,471.88	-
09/1/2041	250,000.00	3.50%	41,471.88	291,471.88	332,943.75
03/1/2042	-		37,096.88	37,096.88	-
09/1/2042	260,000.00	3.50%	37,096.88	297,096.88	334,193.75
03/1/2043	-		32,546.88	32,546.88	-
09/1/2043	270,000.00	3.50%	32,546.88	302,546.88	335,093.75
03/1/2044	-		27,821.88	27,821.88	-
09/1/2044	285,000.00	3.63%	27,821.88	312,821.88	340,643.75
03/1/2045	-		22,656.25	22,656.25	-
09/1/2045	295,000.00	3.63%	22,656.25	317,656.25	340,312.50
03/1/2046	-		17,309.38	17,309.38	-
09/1/2046	305,000.00	3.63%	17,309.38	322,309.38	339,618.75
03/1/2047	-		11,781.25	11,781.25	-
09/1/2047	320,000.00	3.63%	11,781.25	331,781.25	343,562.50
03/1/2048	-		5,981.25	5,981.25	-
09/1/2048	330,000.00	3.63%	5,981.25	335,981.25	341,962.50
03/1/2049	-		-	-	-
09/1/2049	-		-	-	-
03/1/2050	-		-	-	-
09/1/2050	-		-	-	-
\$ 5,320,000.00		\$ 2,774,131.25		\$ 8,094,131.25	\$ 8,094,131.25

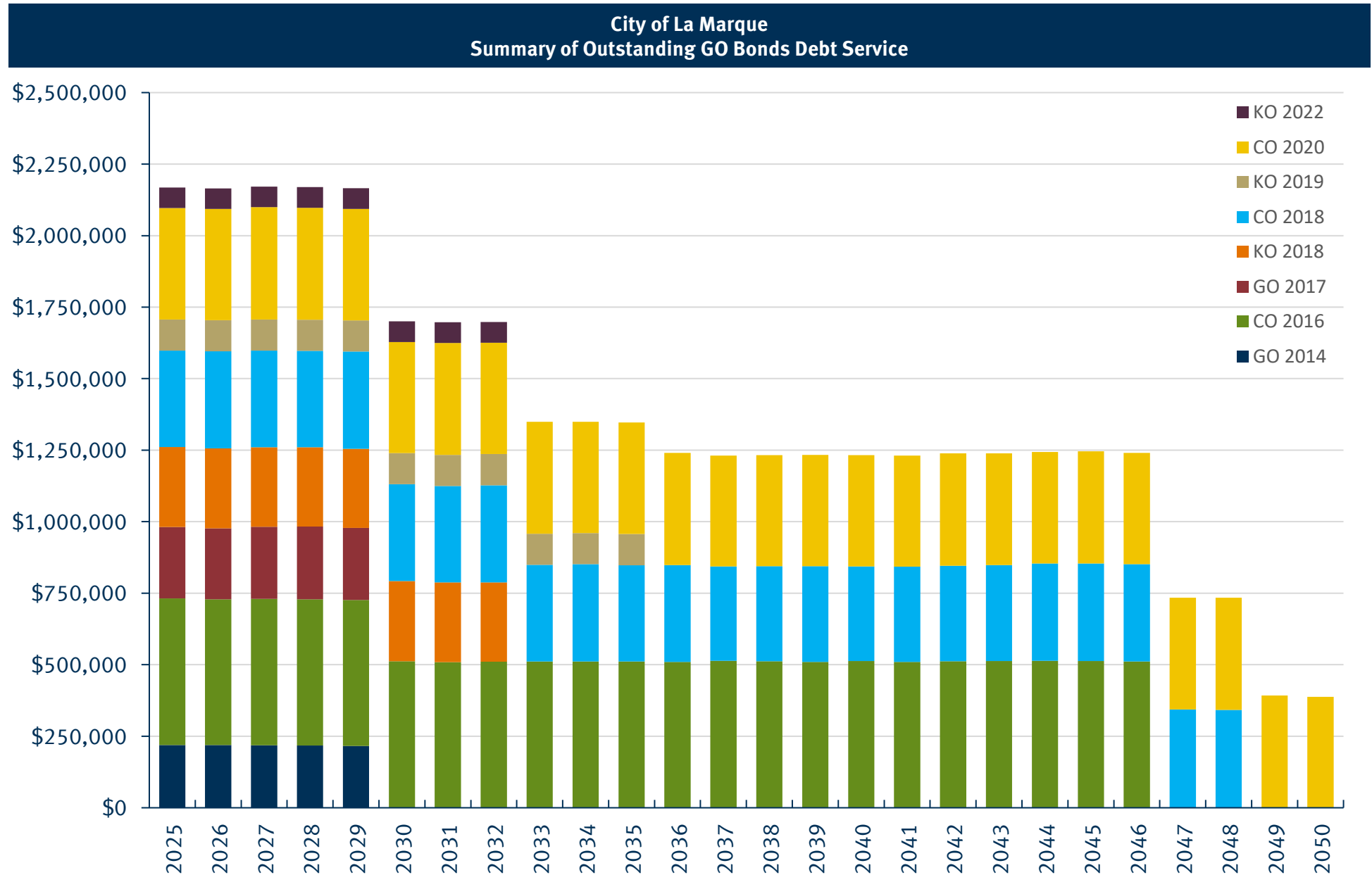
Pub Prop Finance Act Contract Ser 2019					
Original Par: \$1,284,500		Tax Status: Bank Qualified			
Current Par: \$999,120		Use of Proceeds: Equipment			
Delivery Date: 1/7/2020		Sale Type: Private Placement			
Ratings: Non-Rated		Financial Advisor: None			
Call Date: Any Date		Lead Manager: Government Capital Securities Corp			
Payment Date	Principal	Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
01/15/2025	77,289.66	3.18%	31,772.01	109,061.67	-
07/15/2025	-		-	-	109,061.67
01/15/2026	79,747.47	3.18%	29,314.20	109,061.67	-
07/15/2026	-		-	-	109,061.67
01/15/2027	82,283.44	3.18%	26,778.23	109,061.67	-
07/15/2027	-		-	-	109,061.67
01/15/2028	84,900.05	3.18%	24,161.62	109,061.67	-
07/15/2028	-		-	-	109,061.67
01/15/2029	87,599.87	3.18%	21,461.80	109,061.67	-
07/15/2029	-		-	-	109,061.67
01/15/2030	90,385.55	3.18%	18,676.12	109,061.67	-
07/15/2030	-		-	-	109,061.67
01/15/2031	93,259.81	3.18%	15,801.86	109,061.67	-
07/15/2031	-		-	-	109,061.67
01/15/2032	96,225.47	3.18%	12,836.20	109,061.67	-
07/15/2032	-		-	-	109,061.67
01/15/2033	99,285.44	3.18%	9,776.23	109,061.67	-
07/15/2033	-		-	-	109,061.67
01/15/2034	102,442.72	3.18%	6,618.95	109,061.67	-
07/15/2034	-		-	-	109,061.67
01/15/2035	105,700.37	3.18%	3,361.27	109,061.64	-
07/15/2035	-		-	-	109,061.64
01/15/2036	-		-	-	-
07/15/2036	-		-	-	-
01/15/2037	-		-	-	-
07/15/2037	-		-	-	-
01/15/2038	-		-	-	-
07/15/2038	-		-	-	-
01/15/2039	-		-	-	-
07/15/2039	-		-	-	-
01/15/2040	-		-	-	-
07/15/2040	-		-	-	-
01/15/2041	-		-	-	-
07/15/2041	-		-	-	-
01/15/2042	-		-	-	-
07/15/2042	-		-	-	-
01/15/2043	-		-	-	-
07/15/2043	-		-	-	-
01/15/2044	-		-	-	-
07/15/2044	-		-	-	-
01/15/2045	-		-	-	-
07/15/2045	-		-	-	-
01/15/2046	-		-	-	-
07/15/2046	-		-	-	-
01/15/2047	-		-	-	-
07/15/2047	-		-	-	-
01/15/2048	-		-	-	-
07/15/2048	-		-	-	-
01/15/2049	-		-	-	-
07/15/2049	-		-	-	-
01/15/2050	-		-	-	-
07/15/2050	-		-	-	-
\$ 999,119.85		\$ 200,558.48		\$ 1,199,678.33	\$ 1,199,678.33

Debt Map – General Obligation

Tax & Rev C/O Ser 2020					
Original Par: \$7,605,000		Tax Status: Bank Qualified			
Current Par: \$6,305,000		Use of Proceeds: Public Improvements			
Delivery Date: 7/2/2020		Sale Type: Negotiated			
Ratings: AA-		Financial Advisor: Stifel			
Call Date: 2/1/2027		Lead Manager: RBC Capital Markets			
Payment Date	Principal	Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
02/1/2025	140,000.00	4.00%	126,100.00	266,100.00	-
08/1/2025	-	-	123,300.00	123,300.00	389,400.00
02/1/2026	145,000.00	4.00%	123,300.00	268,300.00	-
08/1/2026	-	-	120,400.00	120,400.00	388,700.00
02/1/2027	155,000.00	4.00%	120,400.00	275,400.00	-
08/1/2027	-	-	117,300.00	117,300.00	392,700.00
02/1/2028	160,000.00	4.00%	117,300.00	277,300.00	-
08/1/2028	-	-	114,100.00	114,100.00	391,400.00
02/1/2029	165,000.00	4.00%	114,100.00	279,100.00	-
08/1/2029	-	-	110,800.00	110,800.00	389,900.00
02/1/2030	170,000.00	4.00%	110,800.00	280,800.00	-
08/1/2030	-	-	107,400.00	107,400.00	388,200.00
02/1/2031	180,000.00	4.00%	107,400.00	287,400.00	-
08/1/2031	-	-	103,800.00	103,800.00	391,200.00
02/1/2032	185,000.00	4.00%	103,800.00	288,800.00	-
08/1/2032	-	-	100,100.00	100,100.00	388,900.00
02/1/2033	195,000.00	4.00%	100,100.00	295,100.00	-
08/1/2033	-	-	96,200.00	96,200.00	391,300.00
02/1/2034	200,000.00	4.00%	96,200.00	296,200.00	-
08/1/2034	-	-	92,200.00	92,200.00	388,400.00
02/1/2035	210,000.00	4.00%	92,200.00	302,200.00	-
08/1/2035	-	-	88,000.00	88,000.00	390,200.00
02/1/2036	220,000.00	4.00%	88,000.00	308,000.00	-
08/1/2036	-	-	83,600.00	83,600.00	391,600.00
02/1/2037	225,000.00	4.00%	83,600.00	308,600.00	-
08/1/2037	-	-	79,100.00	79,100.00	387,700.00
02/1/2038	235,000.00	4.00%	79,100.00	314,100.00	-
08/1/2038	-	-	74,400.00	74,400.00	388,500.00
02/1/2039	245,000.00	4.00%	74,400.00	319,400.00	-
08/1/2039	-	-	69,500.00	69,500.00	388,900.00
02/1/2040	255,000.00	4.00%	69,500.00	324,500.00	-
08/1/2040	-	-	64,400.00	64,400.00	388,900.00
02/1/2041	265,000.00	4.00%	64,400.00	329,400.00	-
08/1/2041	-	-	59,100.00	59,100.00	388,500.00
02/1/2042	280,000.00	4.00%	59,100.00	339,100.00	-
08/1/2042	-	-	53,500.00	53,500.00	392,600.00
02/1/2043	290,000.00	4.00%	53,500.00	343,500.00	-
08/1/2043	-	-	47,700.00	47,700.00	391,200.00
02/1/2044	300,000.00	4.00%	47,700.00	347,700.00	-
08/1/2044	-	-	41,700.00	41,700.00	389,400.00
02/1/2045	315,000.00	4.00%	41,700.00	356,700.00	-
08/1/2045	-	-	35,400.00	35,400.00	392,100.00
02/1/2046	325,000.00	4.00%	35,400.00	360,400.00	-
08/1/2046	-	-	28,900.00	28,900.00	389,300.00
02/1/2047	340,000.00	4.00%	28,900.00	368,900.00	-
08/1/2047	-	-	22,100.00	22,100.00	391,000.00
02/1/2048	355,000.00	4.00%	22,100.00	377,100.00	-
08/1/2048	-	-	15,000.00	15,000.00	392,100.00
02/1/2049	370,000.00	4.00%	15,000.00	385,000.00	-
08/1/2049	-	-	7,600.00	7,600.00	392,600.00
02/1/2050	380,000.00	4.00%	7,600.00	387,600.00	-
08/1/2050	-	-	-	-	387,600.00
\$ 5,925,000.00			\$ 3,829,700.00	\$ 9,754,700.00	\$ 9,754,700.00

Pub Prop Finance Contractual Obligs Ser 2022					
Original Par: \$652,826		Tax Status: Bank Qualified			
Current Par: \$537,881		Use of Proceeds: Equipment			
Delivery Date: 2/17/2022		Sale Type: Private Placement			
Ratings: Non-Rated		Financial Advisor: Stifel			
Call Date: Any Date		Lead Manager: Amegy Bank			
Payment Date	Principal	Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
02/1/2025	62,624.00	1.81%	4,867.82	67,491.82	-
08/1/2025	-	-	4,301.08	4,301.08	71,792.90
02/1/2026	63,889.00	1.81%	4,301.08	68,190.08	-
08/1/2026	-	-	3,722.88	3,722.88	71,912.96
02/1/2027	65,179.00	1.81%	3,722.88	68,901.88	-
08/1/2027	-	-	3,133.01	3,133.01	72,034.89
02/1/2028	66,496.00	1.81%	3,133.01	69,629.01	-
08/1/2028	-	-	2,531.22	2,531.22	72,160.23
02/1/2029	67,840.00	1.81%	2,531.22	70,371.22	-
08/1/2029	-	-	1,917.27	1,917.27	72,288.49
02/1/2030	69,210.00	1.81%	1,917.27	71,127.27	-
08/1/2030	-	-	1,290.92	1,290.92	72,418.19
02/1/2031	70,608.00	1.81%	1,290.92	71,898.92	-
08/1/2031	-	-	651.92	651.92	72,550.84
02/1/2032	72,035.00	1.81%	651.92	72,686.92	-
08/1/2032	-	-	-	-	72,686.92
02/1/2033	-	-	-	-	-
08/1/2033	-	-	-	-	-
02/1/2034	-	-	-	-	-
08/1/2034	-	-	-	-	-
02/1/2035	-	-	-	-	-
08/1/2035	-	-	-	-	-
02/1/2036	-	-	-	-	-
08/1/2036	-	-	-	-	-
02/1/2037	-	-	-	-	-
08/1/2037	-	-	-	-	-
02/1/2038	-	-	-	-	-
08/1/2038	-	-	-	-	-
02/1/2039	-	-	-	-	-
08/1/2039	-	-	-	-	-
02/1/2040	-	-	-	-	-
08/1/2040	-	-	-	-	-
02/1/2041	-	-	-	-	-
08/1/2041	-	-	-	-	-
02/1/2042	-	-	-	-	-
08/1/2042	-	-	-	-	-
02/1/2043	-	-	-	-	-
08/1/2043	-	-	-	-	-
02/1/2044	-	-	-	-	-
08/1/2044	-	-	-	-	-
02/1/2045	-	-	-	-	-
08/1/2045	-	-	-	-	-
02/1/2046	-	-	-	-	-
08/1/2046	-	-	-	-	-
02/1/2047	-	-	-	-	-
08/1/2047	-	-	-	-	-
02/1/2048	-	-	-	-	-
08/1/2048	-	-	-	-	-
02/1/2049	-	-	-	-	-
08/1/2049	-	-	-	-	-
02/1/2050	-	-	-	-	-
08/1/2050	-	-	-	-	-
\$ 537,881.00			\$ 39,964.41	\$ 577,845.41	\$ 577,845.41

Aggregate Debt Service Breakout – General Obligation



Bond Rating Summary – General Obligation

- The City is rated by one bond rating company: Standard & Poor's (S&P)
- S&P Rating: AA- (stable)**
 - “Adequate” Economy:** roughly average population size, lower than average buying power, and proximity to Houston MSA
 - “Strong” Management:** good financial policies and practices by S&P methodology
 - “Adequate” Budgetary Performance:** healthy general fund with large drawdown in 2022
 - “Very Strong” Budget Liquidity:** very high cash levels compared to expenses
 - “Weak” Debt Profile:** high net direct debt levels
- Moody's, another bond rating company, rates La Marque's GCWA bonds and thus provides an annual report detailing City metrics:

	2020	2021	2022	2023	A Medians
Economy					
Resident Income Ratio (%)	77.7%	87.4%	82.7%	N/A	85.3%
Full Value (\$000)	\$985,000	\$1,125,872	\$1,382,930	\$1,535,292	\$765,032
Population	16,983	18,065	18,464	N/A	10,363
Full Value per capita (\$)	\$57,999	\$62,323	\$74,899	N/A	N/A
Annual Growth in Real GDP	-1.6%	5.1%	2.5%	N/A	4.7%

Financial Performance					
Revenue (\$000)	\$24,993	\$26,548	\$29,452	\$33,934	\$22,589
Available Fund Balance (\$000)	\$9,677	\$14,934	\$11,246	\$10,145	\$9,301
Net Unrestricted Cash (\$000)	\$15,190	\$21,905	\$22,664	\$22,791	\$13,502
Available Fund Balance Ratio (%)	38.7%	56.3%	38.2%	29.9%	40.7%
Liquidity Ratio (%)	60.8%	82.5%	77.0%	67.2%	55.3%

	2020	2021	2022	2023	A Medians
Leverage					
Debt (\$000)	\$32,929	\$37,432	\$37,268	\$40,246	\$18,954
Adjusted Net Pension Liabilities (\$000)	\$28,629	\$37,652	\$34,923	\$20,524	\$28,106
Adjusted Net OPEB Liabilities (\$000)	\$1,199	\$1,398	\$1,247	\$978	\$1,627
Other Long-Term Liabilities (\$000)	\$1,910	\$1,491	\$1,573	\$1,544	\$749
Long-Term Liabilities Ratio (%)	258.7%	293.7%	254.7%	186.5%	272.9%

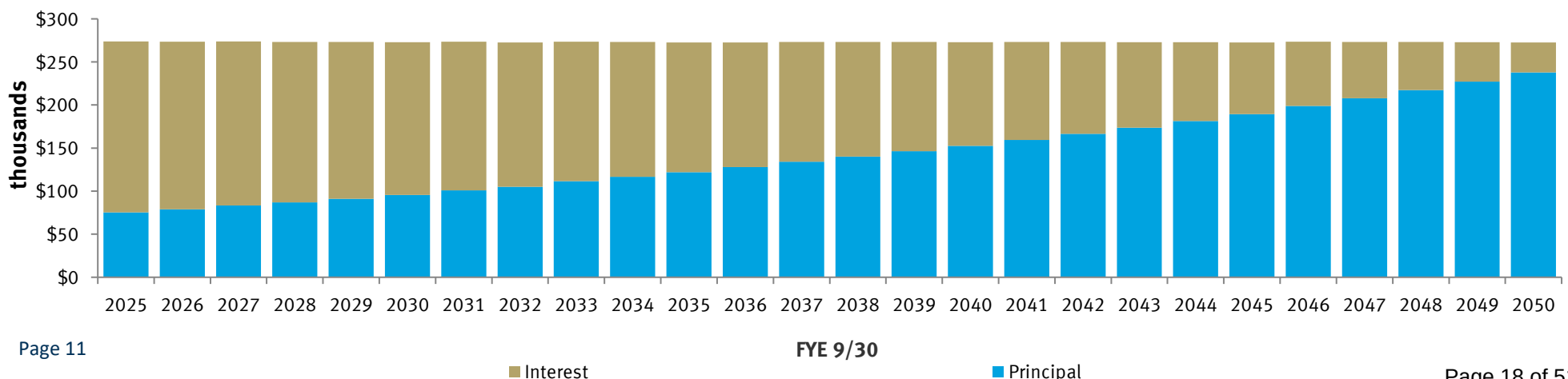
Fixed Costs					
Implied Debt Service (\$000)	\$1,728	\$2,358	\$2,625	\$2,603	\$1,360
Pension Tread Water Contribution (\$000)	\$1,079	\$1,149	\$1,219	\$1,114	\$864
OPEB Contributions (\$000)	\$35	\$45	\$43	\$48	\$56
Implied Cost of Other Long-Term Liabilities (\$000)	\$103	\$137	\$105	\$110	\$47
Fixed-Costs Ratio (%)	11.8%	13.9%	13.6%	11.4%	12.6%

Current Debt Profile – Utility and Gulf Coast Water Authority

- In 2023 the City partnered with the Gulf Coast Water Authority on multiple projects where it served as the Obligor in a limited fashion due to the participation in the benefits of the bond projects.
 - South Transmission System: Series 2023 bonds which were used to relocate portions of the existing water pipelines to accommodate roadway expansion.
 - Thomas Mackey Project: Series 2023A & 2023B bonds which funded the acquisition, construction, and improvement of the Mackey Plant.
- The City acts as limited Obligor on the Series 2023, 2023A, and 2023B GCWA bonds which the City repays through its utility fund. Below we show those bonds as well as the City's portion of the bonds it is responsible to repay.

GCWA	Issue Date	Series	Total Issued Par	Outstanding Par	City of La Marque Obligated %	City of La Marque Outstanding Par	City of La Marque Avg. Annual DS
	03/15/2023	2023A	\$16,425,000	\$16,325,000	18.04%	\$2,945,030	\$182,652
	03/15/2023	2023B	4,700,000	4,675,000	18.04%	843,370	58,441
	03/01/2023	2023	3,590,000	3,565,000	14.58%	519,777	31,987
	\$ 24,715,000				\$ 4,308,177		
	Underlying Ratings:						
S&P: AA+		Moody's: A1					

City of La Marque GCWA Debt Service Requirements – FYE 2024



2 Financing Considerations

TWDB Press Release – La Marque Award



Texas Water Development Board approves \$9,985,000 to the City of La Marque (Galveston County) for wastewater system improvements

For immediate release. Contact: ✉ [Media Relations](#) at 512-463-5129

AUSTIN – (December 17, 2024) – The Texas Water Development Board (TWDB) today approved by resolution financial assistance in the amount of \$9,985,000 in financing from the Clean Water State Revolving Fund (CWSRF) to the City of La Marque (Galveston County). The City will use the assistance for the planning, design, and construction of a wastewater system improvement project.

The City could save approximately \$1,900,000 over the life of the loan by using the CWSRF.

With the assistance approved today, the City will inspect approximately 10 miles of pipeline and either repair or replace the infrastructure as needed. Manholes throughout the City will also be rehabilitated.

The TWDB is the state agency charged with collecting and disseminating water-related data, assisting with regional water and flood planning, and preparing the state water and flood plans. The TWDB administers cost-effective financial assistance programs for the construction of water supply, wastewater treatment, flood mitigation, and agricultural water conservation projects.

TWDB Financial Assistance Program - Overview

Executive Summary

- The Texas Water Development Board was created in 1957 with the mission of addressing the State's water needs to ensure all Texans have access to sufficient, clean, and affordable water supplies. One of the ways the TWDB achieves this goal is through the low-cost lending programs which are available to municipalities who apply and are selected to the program.
- **On December 17, 2024, TWDB approved the City's financial assistance request.**
- The City's obligation will be repaid through **utility system revenue** while obtaining lower cost interest rates available from a general obligation type pledges.

TWDB Clean Water State Revolving Fund

- **Name of Lender:** Texas Water Development board through the "Clean Water State Revolving Fund"
- **Purpose:** Finance the planning, design, and construction of wastewater system improvements
- **Estimated Amount:** \$9,985,000 (Preliminary and subject to change)
- **Name of Issuer:** City of La Marque, Texas
- **Estimated True Interest Cost:** 2.24%
(The Bond Buyer 25-Bond Revenue Rate currently at 4.57% as of January 21st)
- **Anticipated Pricing Date:** April 14, 2025 (TBD)
- **Closing Date:** May 12, 2025 (TBD)



TWDB Financial Assistance – Utility Fund Debt Service

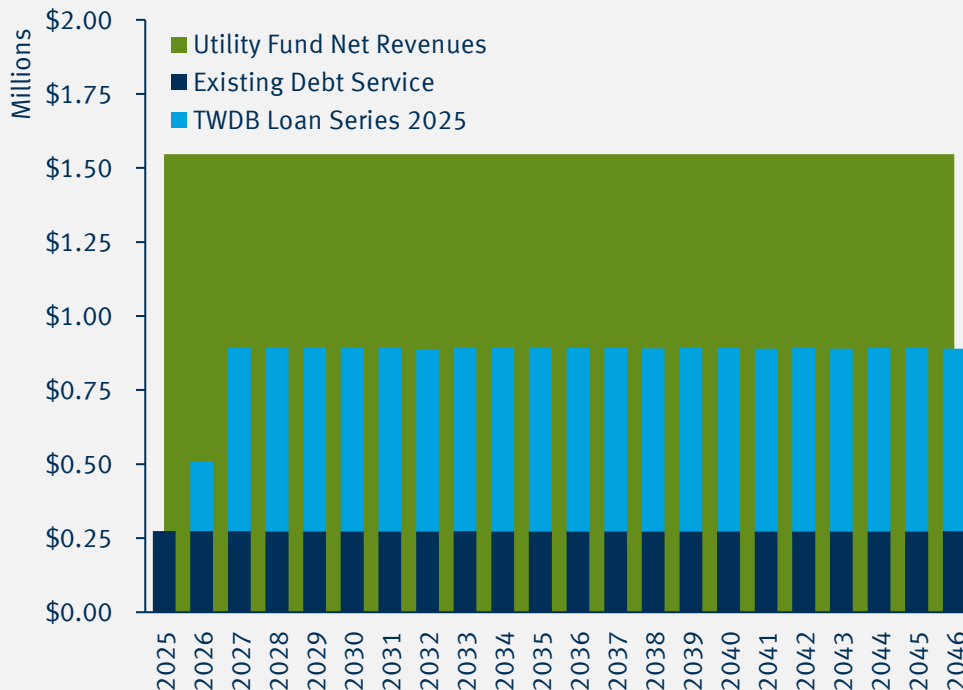
W&WW TWDB Loan

New Money Statistics*

Par Amount	\$9,985,000
Project Fund	\$9,610,000
True Interest Cost	2.24%
Final Maturity	12/1/2045
Call Date	12/1/2035
Average Annual Debt Service	\$614,079
Total Debt Service	\$12,621,021

W&WW Series 2025

Utility Fund Debt Service



TWDB Loan Payment

Fiscal Year	Proposed Principal	Proposed Interest	Total Proposed Debt Service
2025			
2026	\$0	\$235,468	\$235,468
2027	\$400,000	\$219,184	\$619,184
2028	\$410,000	\$210,112	\$620,112
2029	\$420,000	\$200,816	\$620,816
2030	\$430,000	\$191,296	\$621,296
2031	\$440,000	\$181,552	\$621,552
2032	\$445,000	\$171,640	\$616,640
2033	\$460,000	\$161,504	\$621,504
2034	\$470,000	\$151,088	\$621,088
2035	\$480,000	\$140,448	\$620,448
2036	\$490,000	\$129,584	\$619,584
2037	\$500,000	\$118,496	\$618,496
2038	\$510,000	\$107,184	\$617,184
2039	\$525,000	\$95,592	\$620,592
2040	\$535,000	\$83,720	\$618,720
2041	\$545,000	\$71,624	\$616,624
2042	\$560,000	\$59,248	\$619,248
2043	\$570,000	\$46,592	\$616,592
2044	\$585,000	\$33,656	\$618,656
2045	\$600,000	\$20,384	\$620,384
2046	\$610,000	\$6,832	\$616,832

TWDB Financial Assistance Loan – Revenues for Debt

The City will repay their **\$9.985 million** TWDB loan using **revenues from their utility fund** which currently only houses the Gulf Coast obligation payments. The coverage analysis **assumes no growth in net available utility revenues** calculated by TWDB.

Fiscal Year	Current Net System Revenues*	GCWA Net Debt Service	Revenues Available for TWDB Loan	Series 2025 Debt Service	Resulting Debt Service Coverage
2025	\$1,546,419	\$273,682	\$1,272,737	\$0	--
2026	\$1,546,419	\$273,490	\$1,272,929	\$235,468	5.41x
2027	\$1,546,419	\$273,844	\$1,272,575	\$619,184	2.06x
2028	\$1,546,419	\$273,250	\$1,273,169	\$620,112	2.05x
2029	\$1,546,419	\$273,203	\$1,273,216	\$620,816	2.05x
2030	\$1,546,419	\$272,936	\$1,273,483	\$621,296	2.05x
2031	\$1,546,419	\$273,355	\$1,273,064	\$621,552	2.05x
2032	\$1,546,419	\$272,608	\$1,273,811	\$616,640	2.07x
2033	\$1,546,419	\$273,618	\$1,272,801	\$621,504	2.05x
2034	\$1,546,419	\$273,233	\$1,273,186	\$621,088	2.05x
2035	\$1,546,419	\$272,584	\$1,273,835	\$620,448	2.05x
2036	\$1,546,419	\$272,573	\$1,273,846	\$619,584	2.06x

Public Safety Capital Improvement - Finance Scenarios

- **The La Marque debt portfolio is designed to continuously provide project capacity and flexibility for the financing of capital projects**
 - By using long-term debt, the City can complete a capital project today with a repayment schedule that spreads the cost of that project over its useful life and provides an affordable budget line item
 - Public financing debt allows for the payment of a project over time by the people who use and benefit from the projects, a *pay-as-you-use* approach
 - A stepped-down debt portfolio and payment schedule has been structured to allow for additional City projects (without without an increase to the tax rate assuming the I&S rate is held steady)
 - Assuming 5% TAV growth through 2030, approximately \$3.9 million in debt service capacity will be available in 2027 without an increase to the I&S tax rate

- **SB2 limited the City's M&O tax levy to a maximum annual growth rate of 3.5%**
 - Previously, Texas cities could increase budgets and the M&O tax by 8% above its no-new-revenue tax rate without potentially triggering a petition. SB 2 lowered the voter-approval rate, to 3.5%
 - Various types of debt obligations and use of the I&S levy are eligible and authorized by the State of Texas to allow the City to fund capital projects and deferred maintenance to help offset the M&O budget

- **The following GO capacity analysis looks at the City's project financing capacity and does not consider debt service from the potential TWDB loan which will be paid primarily from water and sewer revenues.**

Project Capacity Options – In Summary

0¢ I&S Increase

- Currently at Capacity; \$3.9M in 2027

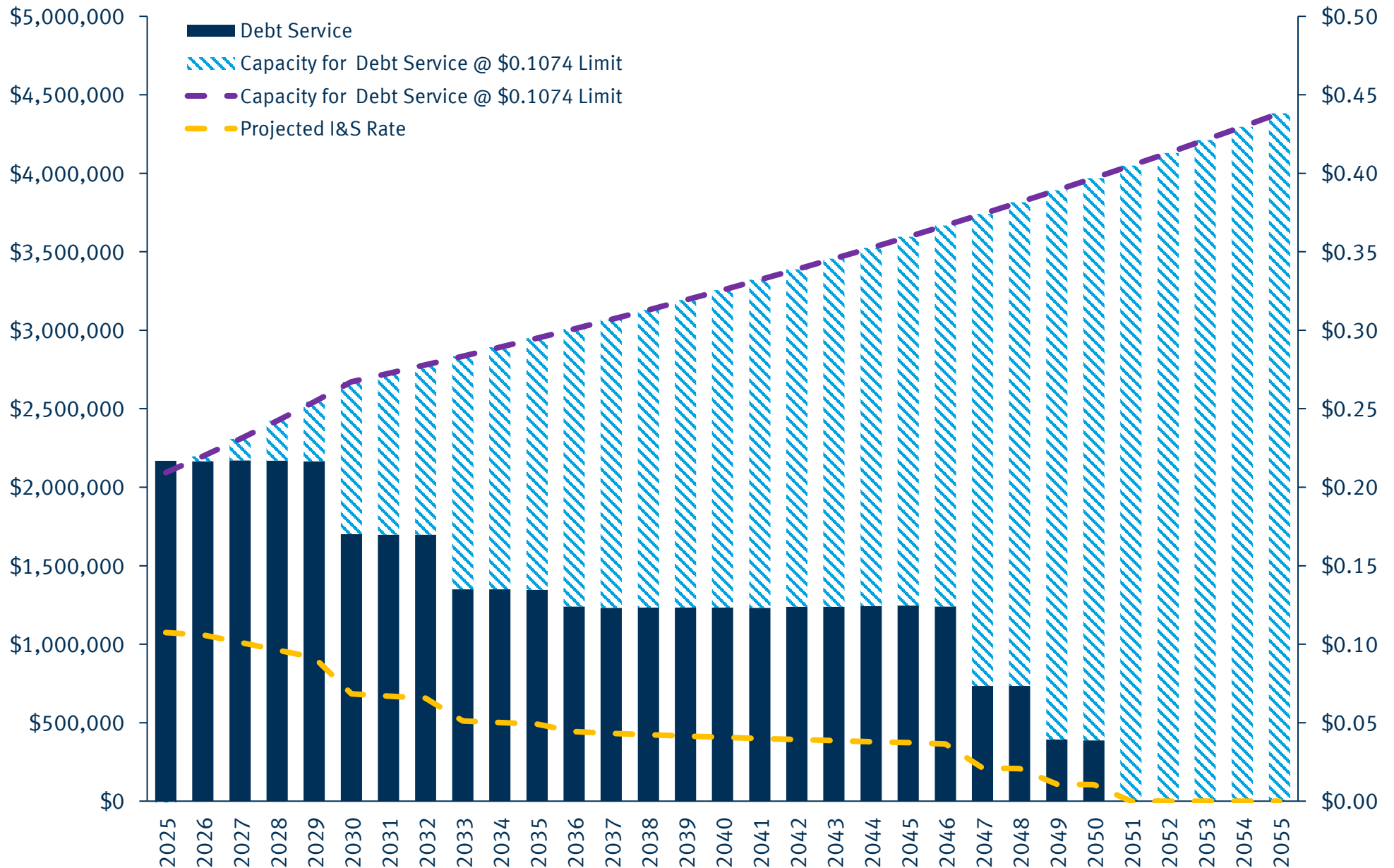
5¢ I&S Increase

- \$19.5 million bond issuance

10¢ I&S Increase

- \$37.0 million bond issuance

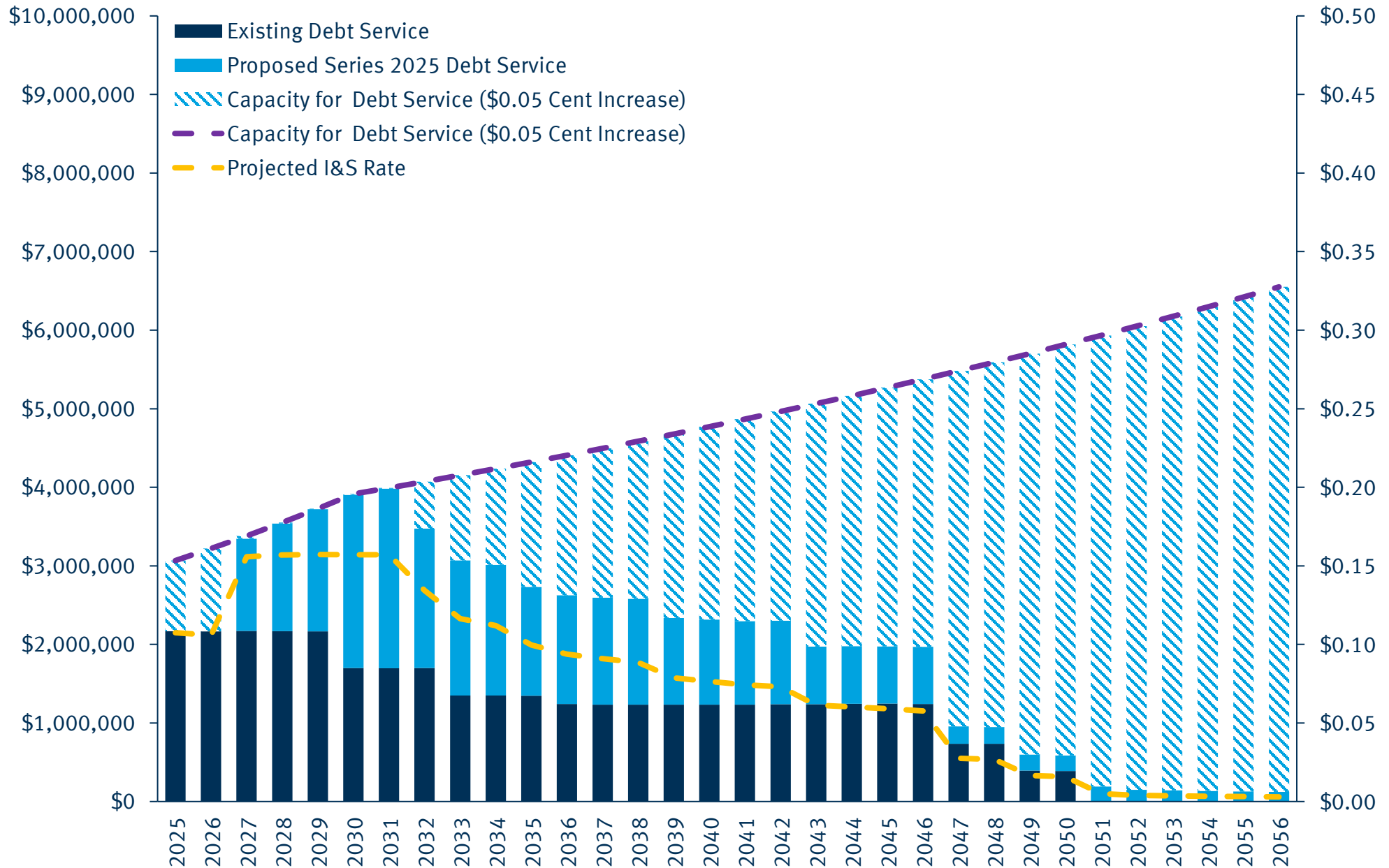
0¢ I&S Tax Increase – At Capacity Until 2027



0¢ I&S Tax Increase – At Capacity Until 2027

FYE	TAV	TAV Growth	I&S Rate	Collection Rate	Total Collections	I&S Increase	New I&S Rate	Additional Capacity	New Future Capacity	2025 Bond Debt Service	Existing Debt Service	Future Capacity
2025	\$1,987,820,185	7.94%	\$0.11	98%	\$2,168,017						\$2,168,017	\$0
2026	\$2,087,211,194	5.00%	\$0.11	98%	\$2,197,711	\$0.00	\$0.11	\$0.00	\$2,197,711	\$0	\$2,165,239	\$32,472
2027	\$2,191,571,754	5.00%	\$0.11	98%	\$2,307,597	\$0.00	\$0.11	\$0.00	\$2,307,597	\$0	\$2,171,537	\$136,060
2028	\$2,301,150,342	5.00%	\$0.11	98%	\$2,422,976	\$0.00	\$0.11	\$0.00	\$2,422,976	\$0	\$2,169,488	\$253,488
2029	\$2,416,207,859	5.00%	\$0.11	98%	\$2,544,125	\$0.00	\$0.11	\$0.00	\$2,544,125	\$0	\$2,165,986	\$378,139
2030	\$2,537,018,252	5.00%	\$0.11	98%	\$2,671,332	\$0.00	\$0.11	\$0.00	\$2,671,332	\$0	\$1,700,522	\$970,810
2031	\$2,587,758,617	2.00%	\$0.11	98%	\$2,724,758	\$0.00	\$0.11	\$0.00	\$2,724,758	\$0	\$1,697,391	\$1,027,367
2032	\$2,639,513,789	2.00%	\$0.11	98%	\$2,779,253	\$0.00	\$0.11	\$0.00	\$2,779,253	\$0	\$1,698,038	\$1,081,215
2033	\$2,692,304,065	2.00%	\$0.11	98%	\$2,834,838	\$0.00	\$0.11	\$0.00	\$2,834,838	\$0	\$1,349,362	\$1,485,477
2034	\$2,746,150,146	2.00%	\$0.11	98%	\$2,891,535	\$0.00	\$0.11	\$0.00	\$2,891,535	\$0	\$1,348,937	\$1,542,599
2035	\$2,801,073,149	2.00%	\$0.11	98%	\$2,949,366	\$0.00	\$0.11	\$0.00	\$2,949,366	\$0	\$1,347,087	\$1,602,279
2036	\$2,857,094,612	2.00%	\$0.11	98%	\$3,008,353	\$0.00	\$0.11	\$0.00	\$3,008,353	\$0	\$1,240,275	\$1,768,078
2037	\$2,914,236,504	2.00%	\$0.11	98%	\$3,068,520	\$0.00	\$0.11	\$0.00	\$3,068,520	\$0	\$1,231,450	\$1,837,070
2038	\$2,972,521,234	2.00%	\$0.11	98%	\$3,129,891	\$0.00	\$0.11	\$0.00	\$3,129,891	\$0	\$1,233,025	\$1,896,866
2039	\$3,031,971,659	2.00%	\$0.11	98%	\$3,192,488	\$0.00	\$0.11	\$0.00	\$3,192,488	\$0	\$1,233,550	\$1,958,938
2040	\$3,092,611,092	2.00%	\$0.11	98%	\$3,256,338	\$0.00	\$0.11	\$0.00	\$3,256,338	\$0	\$1,232,950	\$2,023,388
2041	\$3,154,463,314	2.00%	\$0.11	98%	\$3,321,465	\$0.00	\$0.11	\$0.00	\$3,321,465	\$0	\$1,231,400	\$2,090,065
2042	\$3,217,552,580	2.00%	\$0.11	98%	\$3,387,894	\$0.00	\$0.11	\$0.00	\$3,387,894	\$0	\$1,238,625	\$2,149,269
2043	\$3,281,903,632	2.00%	\$0.11	98%	\$3,455,652	\$0.00	\$0.11	\$0.00	\$3,455,652	\$0	\$1,239,263	\$2,216,390
2044	\$3,347,541,705	2.00%	\$0.11	98%	\$3,524,765	\$0.00	\$0.11	\$0.00	\$3,524,765	\$0	\$1,243,403	\$2,281,362
2045	\$3,414,492,539	2.00%	\$0.11	98%	\$3,595,261	\$0.00	\$0.11	\$0.00	\$3,595,261	\$0	\$1,245,694	\$2,349,567
2046	\$3,482,782,389	2.00%	\$0.11	98%	\$3,667,166	\$0.00	\$0.11	\$0.00	\$3,667,166	\$0	\$1,240,637	\$2,426,528
2047	\$3,552,438,037	2.00%	\$0.11	98%	\$3,740,509	\$0.00	\$0.11	\$0.00	\$3,740,509	\$0	\$734,563	\$3,005,947
2048	\$3,623,486,798	2.00%	\$0.11	98%	\$3,815,319	\$0.00	\$0.11	\$0.00	\$3,815,319	\$0	\$734,063	\$3,081,257
2049	\$3,695,956,534	2.00%	\$0.11	98%	\$3,891,626	\$0.00	\$0.11	\$0.00	\$3,891,626	\$0	\$392,600	\$3,499,026
2050	\$3,769,875,665	2.00%	\$0.11	98%	\$3,969,458	\$0.00	\$0.11	\$0.00	\$3,969,458	\$0	\$387,600	\$3,581,858
2051	\$3,845,273,178	2.00%	\$0.11	98%	\$4,048,847	\$0.00	\$0.11	\$0.00	\$4,048,847	\$0	\$0	\$4,048,847
2052	\$3,922,178,641	2.00%	\$0.11	98%	\$4,129,824	\$0.00	\$0.11	\$0.00	\$4,129,824	\$0	\$0	\$4,129,824
2053	\$4,000,622,214	2.00%	\$0.11	98%	\$4,212,421	\$0.00	\$0.11	\$0.00	\$4,212,421	\$0	\$0	\$4,212,421
2054	\$4,080,634,659	2.00%	\$0.11	98%	\$4,296,669	\$0.00	\$0.11	\$0.00	\$4,296,669	\$0	\$0	\$4,296,669
2055	\$4,162,247,352	2.00%	\$0.11	98%	\$4,382,603	\$0.00	\$0.11	\$0.00	\$4,382,603	\$0	\$0	\$4,382,603
											\$0	\$35,840,699

5¢ I&S Tax Increase - \$19.5 Million Bond Issuance



5¢ I&S Tax Increase - \$19.5 Million Bond Issuance

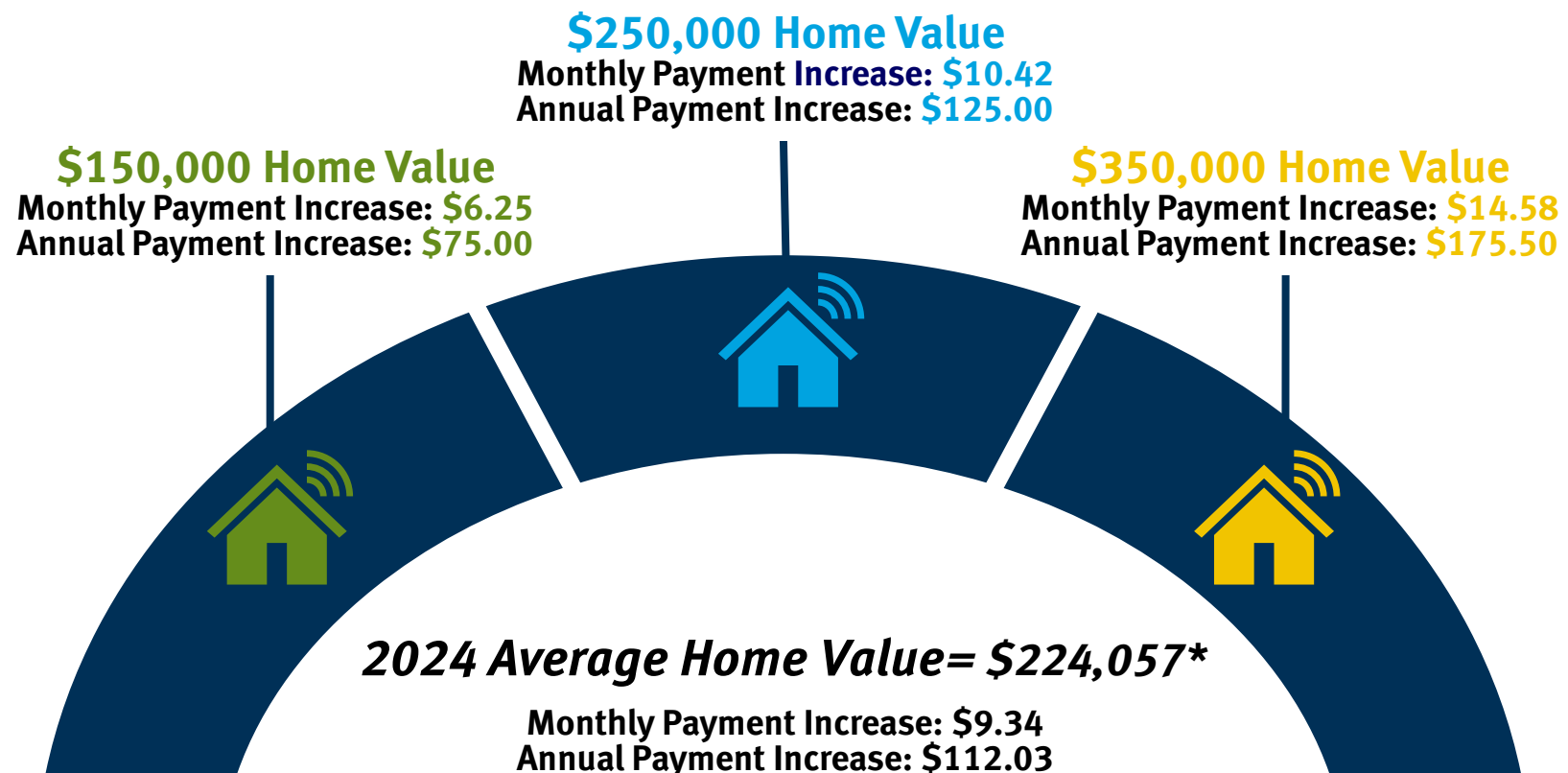
$$A + B = C - D - E = F$$

FYE	TAV	TAV Growth	I&S Rate	Collection Rate	Total Collections	I&S Increase	New I&S Rate	Additional Capacity	New Future Capacity	Existing Debt Service	2025 Bond Debt Service	Post-Bond Capacity	Projected I&S Rate
2025	\$1,987,820,185	7.94%	\$0.11	98%	\$2,168,017					\$2,168,017			
2026	\$2,087,211,194	5.00%	\$0.11	98%	\$2,197,711	\$0.05	\$0.1574	\$1,022,733	\$3,220,445	\$2,165,239			
2027	\$2,191,571,754	5.00%	\$0.11	98%	\$2,307,597	\$0.05	\$0.1574	\$1,073,870	\$3,381,467	\$2,171,537	\$1,174,627	\$35,302	\$0.1558
2028	\$2,301,150,342	5.00%	\$0.11	98%	\$2,422,976	\$0.05	\$0.1574	\$1,127,564	\$3,550,540	\$2,169,488	\$1,370,563	\$10,489	\$0.1570
2029	\$2,416,207,859	5.00%	\$0.11	98%	\$2,544,125	\$0.05	\$0.1574	\$1,183,942	\$3,728,067	\$2,165,986	\$1,556,438	\$5,644	\$0.1572
2030	\$2,537,018,252	5.00%	\$0.11	98%	\$2,671,332	\$0.05	\$0.1574	\$1,243,139	\$3,914,470	\$1,700,522	\$2,204,438	\$9,511	\$0.1571
2031	\$2,587,758,617	2.00%	\$0.11	98%	\$2,724,758	\$0.05	\$0.1574	\$1,268,002	\$3,992,760	\$1,697,391	\$2,286,063	\$9,306	\$0.1571
2032	\$2,639,513,789	2.00%	\$0.11	98%	\$2,779,253	\$0.05	\$0.1574	\$1,293,362	\$4,072,615	\$1,698,038	\$1,774,938	\$599,640	\$0.1343
2033	\$2,692,304,065	2.00%	\$0.11	98%	\$2,834,838	\$0.05	\$0.1574	\$1,319,229	\$4,154,067	\$1,349,362	\$1,719,938	\$1,084,768	\$0.1163
2034	\$2,746,150,146	2.00%	\$0.11	98%	\$2,891,535	\$0.05	\$0.1574	\$1,345,614	\$4,237,149	\$1,348,937	\$1,664,938	\$1,223,275	\$0.1120
2035	\$2,801,073,149	2.00%	\$0.11	98%	\$2,949,366	\$0.05	\$0.1574	\$1,372,526	\$4,321,892	\$1,347,087	\$1,385,688	\$1,589,118	\$0.0996
2036	\$2,857,094,612	2.00%	\$0.11	98%	\$3,008,353	\$0.05	\$0.1574	\$1,399,976	\$4,408,330	\$1,240,275	\$1,386,063	\$1,781,992	\$0.0938
2037	\$2,914,236,504	2.00%	\$0.11	98%	\$3,068,520	\$0.05	\$0.1574	\$1,427,976	\$4,496,496	\$1,231,450	\$1,364,688	\$1,900,359	\$0.0909
2038	\$2,972,521,234	2.00%	\$0.11	98%	\$3,129,891	\$0.05	\$0.1574	\$1,456,535	\$4,586,426	\$1,233,025	\$1,346,938	\$2,006,464	\$0.0886
2039	\$3,031,971,659	2.00%	\$0.11	98%	\$3,192,488	\$0.05	\$0.1574	\$1,485,666	\$4,678,155	\$1,233,550	\$1,103,438	\$2,341,167	\$0.0787
2040	\$3,092,611,092	2.00%	\$0.11	98%	\$3,256,338	\$0.05	\$0.1574	\$1,515,379	\$4,771,718	\$1,232,950	\$1,084,438	\$2,454,330	\$0.0765
2041	\$3,154,463,314	2.00%	\$0.11	98%	\$3,321,465	\$0.05	\$0.1574	\$1,545,687	\$4,867,152	\$1,231,400	\$1,064,438	\$2,571,315	\$0.0743
2042	\$3,217,552,580	2.00%	\$0.11	98%	\$3,387,894	\$0.05	\$0.1574	\$1,576,601	\$4,964,495	\$1,238,625	\$1,062,938	\$2,662,933	\$0.0730
2043	\$3,281,903,632	2.00%	\$0.11	98%	\$3,455,652	\$0.05	\$0.1574	\$1,608,133	\$5,063,785	\$1,239,263	\$732,813	\$3,091,710	\$0.0613
2044	\$3,347,541,705	2.00%	\$0.11	98%	\$3,524,765	\$0.05	\$0.1574	\$1,640,295	\$5,165,061	\$1,243,403	\$734,313	\$3,187,345	\$0.0603
2045	\$3,414,492,539	2.00%	\$0.11	98%	\$3,595,261	\$0.05	\$0.1574	\$1,673,101	\$5,268,362	\$1,245,694	\$729,438	\$3,293,231	\$0.0590
2046	\$3,482,782,389	2.00%	\$0.11	98%	\$3,667,166	\$0.05	\$0.1574	\$1,706,563	\$5,373,729	\$1,240,637	\$728,188	\$3,404,904	\$0.0577
2047	\$3,552,438,037	2.00%	\$0.11	98%	\$3,740,509	\$0.05	\$0.1574	\$1,740,695	\$5,481,204	\$734,563	\$223,119	\$4,523,522	\$0.0275
2048	\$3,623,486,798	2.00%	\$0.11	98%	\$3,815,319	\$0.05	\$0.1574	\$1,775,509	\$5,590,828	\$734,063	\$214,981	\$4,641,784	\$0.0267
2049	\$3,695,956,534	2.00%	\$0.11	98%	\$3,891,626	\$0.05	\$0.1574	\$1,811,019	\$5,702,644	\$392,600	\$206,844	\$5,103,201	\$0.0165
2050	\$3,769,875,665	2.00%	\$0.11	98%	\$3,969,458	\$0.05	\$0.1574	\$1,847,239	\$5,816,697	\$387,600	\$198,706	\$5,230,391	\$0.0159
2051	\$3,845,273,178	2.00%	\$0.11	98%	\$4,048,847	\$0.05	\$0.1574	\$1,884,184	\$5,933,031	\$0	\$190,569	\$5,742,462	\$0.0051
2052	\$3,922,178,641	2.00%	\$0.11	98%	\$4,129,824	\$0.05	\$0.1574	\$1,921,868	\$6,051,692	\$0	\$148,350	\$5,903,342	\$0.0039
2053	\$4,000,622,214	2.00%	\$0.11	98%	\$4,212,421	\$0.05	\$0.1574	\$1,960,305	\$6,172,726	\$0	\$142,050	\$6,030,676	\$0.0036
2054	\$4,080,634,659	2.00%	\$0.11	98%	\$4,296,669	\$0.05	\$0.1574	\$1,999,511	\$6,296,180	\$0	\$135,750	\$6,160,430	\$0.0034
2055	\$4,162,247,352	2.00%	\$0.11	98%	\$4,382,603	\$0.05	\$0.1574	\$2,039,501	\$6,422,104	\$0	\$129,450	\$6,292,654	\$0.0032
										\$35,840,699	\$28,065,134		

5¢ I&S Tax Increase - \$19.5 Million Bond Issuance

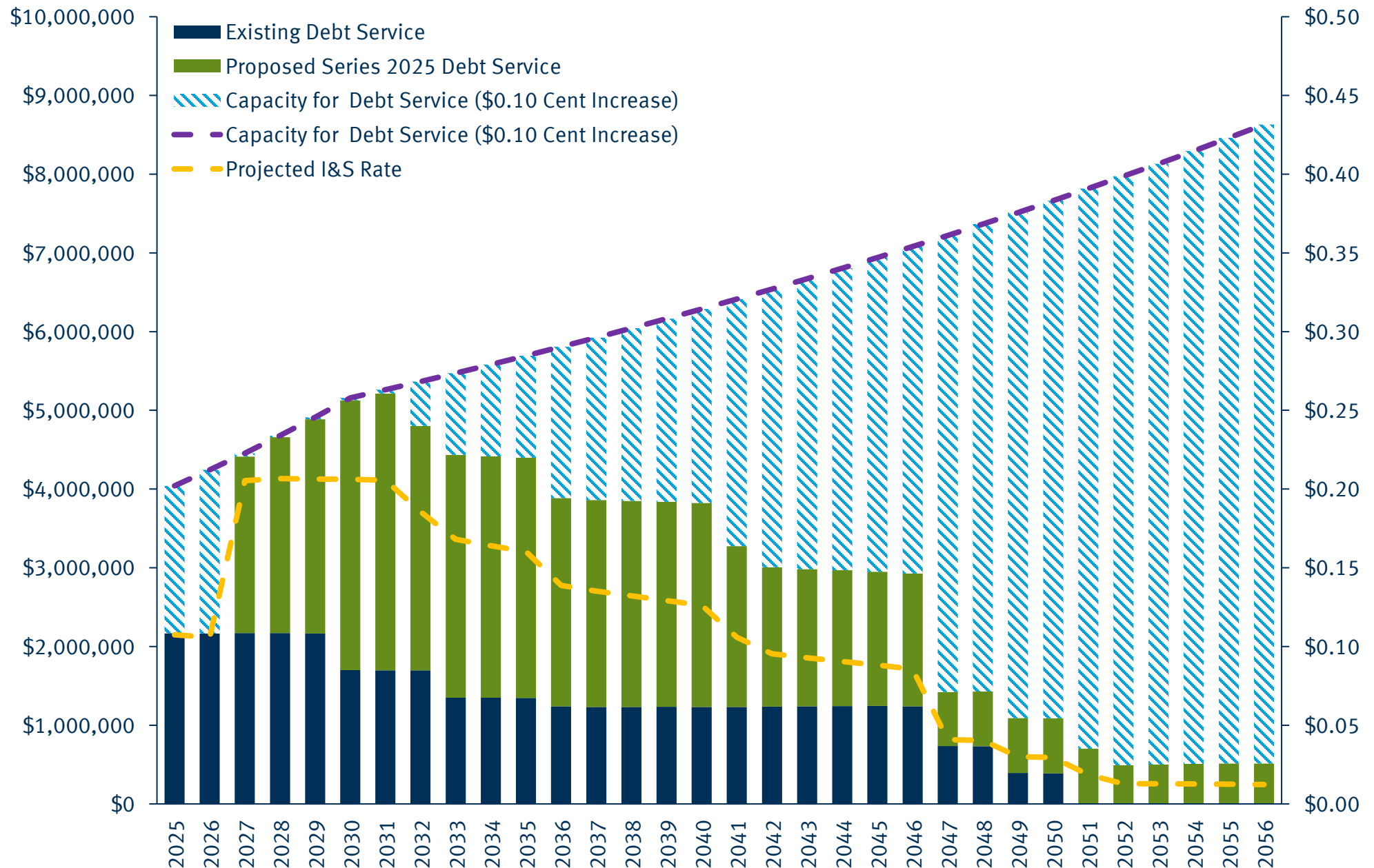
Tax Impact:

How will a 5¢ I&S increase impact homeowner taxes?



* Source: Zillow

10¢ I&S Tax Increase - \$37.0 Million Bond Issuance



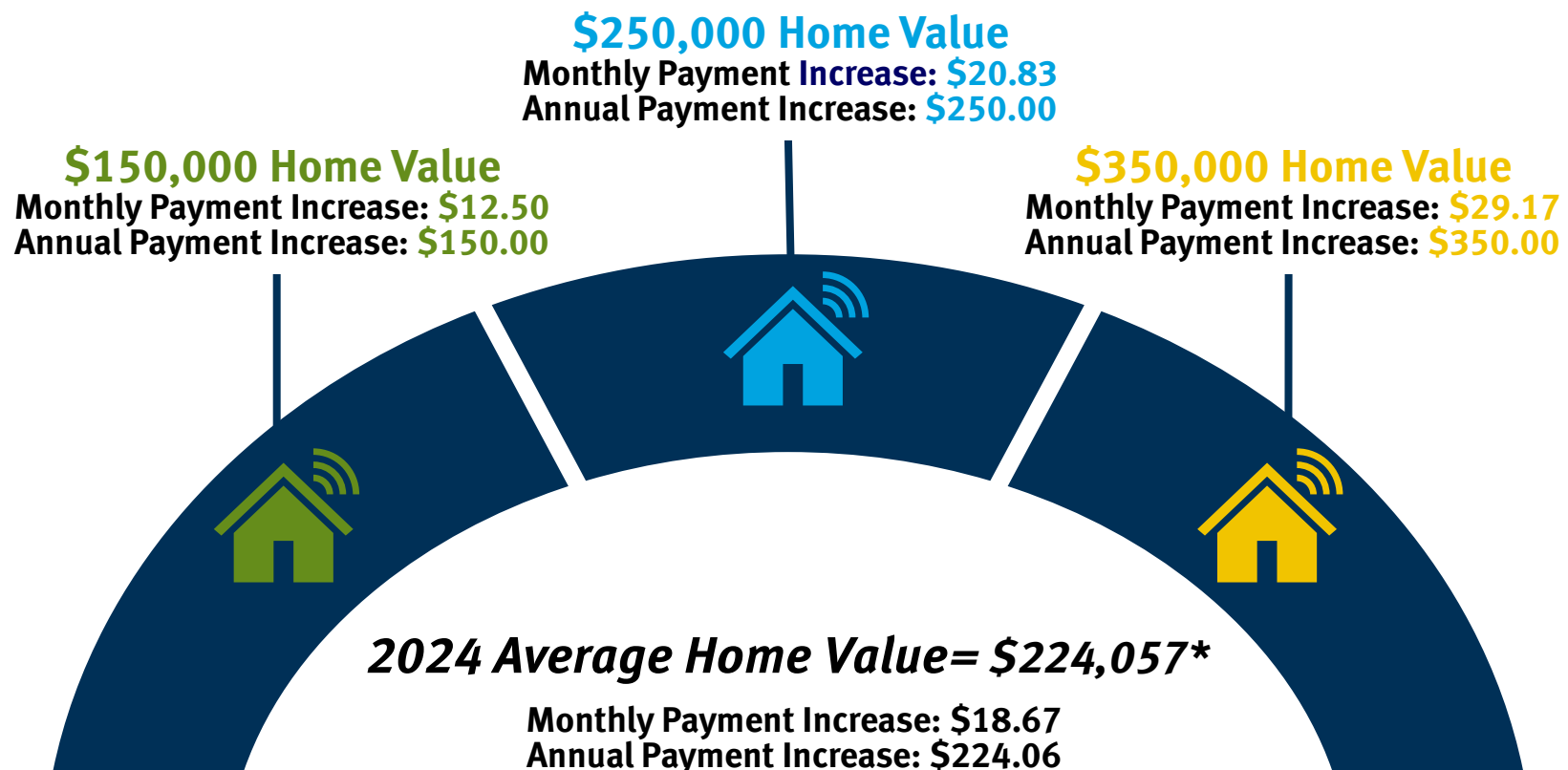
5¢ I&S Tax Increase - \$37.0 Million Bond Issuance

A + B = C - D - E = F													
FYE	TAV	TAV Growth	I&S Rate	Collection Rate	Total Collections	I&S Increase	New I&S Rate	Additional Capacity	New Future Capacity	Existing Debt Service	2025 Bond Debt Service	Post-Bond Capacity	Projected I&S Rate
2025	\$1,987,820,185	7.94%	\$0.11	98%	\$2,168,017					\$2,168,017			
2026	\$2,087,211,194	5.00%	\$0.11	98%	\$2,197,711	\$0.10	\$0.2074	\$2,045,467	\$4,243,178	\$2,165,239			
2027	\$2,191,571,754	5.00%	\$0.11	98%	\$2,307,597	\$0.10	\$0.2074	\$2,147,740	\$4,455,337	\$2,171,537	\$2,239,939	\$43,861	\$0.2054
2028	\$2,301,150,342	5.00%	\$0.11	98%	\$2,422,976	\$0.10	\$0.2074	\$2,255,127	\$4,678,104	\$2,169,488	\$2,490,925	\$17,690	\$0.2067
2029	\$2,416,207,859	5.00%	\$0.11	98%	\$2,544,125	\$0.10	\$0.2074	\$2,367,884	\$4,912,009	\$2,165,986	\$2,720,050	\$25,973	\$0.2063
2030	\$2,537,018,252	5.00%	\$0.11	98%	\$2,671,332	\$0.10	\$0.2074	\$2,486,278	\$5,157,609	\$1,700,522	\$3,427,800	\$29,288	\$0.2063
2031	\$2,587,758,617	2.00%	\$0.11	98%	\$2,724,758	\$0.10	\$0.2074	\$2,536,003	\$5,260,762	\$1,697,391	\$3,516,425	\$46,946	\$0.2056
2032	\$2,639,513,789	2.00%	\$0.11	98%	\$2,779,253	\$0.10	\$0.2074	\$2,586,724	\$5,365,977	\$1,698,038	\$3,103,425	\$564,514	\$0.1856
2033	\$2,692,304,065	2.00%	\$0.11	98%	\$2,834,838	\$0.10	\$0.2074	\$2,638,458	\$5,473,296	\$1,349,362	\$3,086,675	\$1,037,260	\$0.1681
2034	\$2,746,150,146	2.00%	\$0.11	98%	\$2,891,535	\$0.10	\$0.2074	\$2,691,227	\$5,582,762	\$1,348,937	\$3,066,425	\$1,167,401	\$0.1641
2035	\$2,801,073,149	2.00%	\$0.11	98%	\$2,949,366	\$0.10	\$0.2074	\$2,745,052	\$5,694,418	\$1,347,087	\$3,052,425	\$1,294,906	\$0.1603
2036	\$2,857,094,612	2.00%	\$0.11	98%	\$3,008,353	\$0.10	\$0.2074	\$2,799,953	\$5,808,306	\$1,240,275	\$2,644,425	\$1,923,606	\$0.1387
2037	\$2,914,236,504	2.00%	\$0.11	98%	\$3,068,520	\$0.10	\$0.2074	\$2,855,952	\$5,924,472	\$1,231,450	\$2,627,800	\$2,065,222	\$0.1351
2038	\$2,972,521,234	2.00%	\$0.11	98%	\$3,129,891	\$0.10	\$0.2074	\$2,913,071	\$6,042,961	\$1,233,025	\$2,617,675	\$2,192,261	\$0.1322
2039	\$3,031,971,659	2.00%	\$0.11	98%	\$3,192,488	\$0.10	\$0.2074	\$2,971,332	\$6,163,821	\$1,233,550	\$2,603,800	\$2,326,471	\$0.1291
2040	\$3,092,611,092	2.00%	\$0.11	98%	\$3,256,338	\$0.10	\$0.2074	\$3,030,759	\$6,287,097	\$1,232,950	\$2,591,050	\$2,463,097	\$0.1262
2041	\$3,154,463,314	2.00%	\$0.11	98%	\$3,321,465	\$0.10	\$0.2074	\$3,091,374	\$6,412,839	\$1,231,400	\$2,042,925	\$3,138,514	\$0.1059
2042	\$3,217,552,580	2.00%	\$0.11	98%	\$3,387,894	\$0.10	\$0.2074	\$3,153,202	\$6,541,096	\$1,238,625	\$1,766,675	\$3,535,796	\$0.0953
2043	\$3,281,903,632	2.00%	\$0.11	98%	\$3,455,652	\$0.10	\$0.2074	\$3,216,266	\$6,671,918	\$1,239,263	\$1,744,675	\$3,687,980	\$0.0928
2044	\$3,347,541,705	2.00%	\$0.11	98%	\$3,524,765	\$0.10	\$0.2074	\$3,280,591	\$6,805,356	\$1,243,403	\$1,725,550	\$3,836,403	\$0.0905
2045	\$3,414,492,539	2.00%	\$0.11	98%	\$3,595,261	\$0.10	\$0.2074	\$3,346,203	\$6,941,463	\$1,245,694	\$1,704,175	\$3,991,594	\$0.0882
2046	\$3,482,782,389	2.00%	\$0.11	98%	\$3,667,166	\$0.10	\$0.2074	\$3,413,127	\$7,080,293	\$1,240,637	\$1,685,425	\$4,154,230	\$0.0857
2047	\$3,552,438,037	2.00%	\$0.11	98%	\$3,740,509	\$0.10	\$0.2074	\$3,481,389	\$7,221,898	\$734,563	\$688,613	\$5,798,723	\$0.0409
2048	\$3,623,486,798	2.00%	\$0.11	98%	\$3,815,319	\$0.10	\$0.2074	\$3,551,017	\$7,366,336	\$734,063	\$694,200	\$5,938,074	\$0.0402
2049	\$3,695,956,534	2.00%	\$0.11	98%	\$3,891,626	\$0.10	\$0.2074	\$3,622,037	\$7,513,663	\$392,600	\$698,213	\$6,422,851	\$0.0301
2050	\$3,769,875,665	2.00%	\$0.11	98%	\$3,969,458	\$0.10	\$0.2074	\$3,694,478	\$7,663,936	\$387,600	\$700,650	\$6,575,686	\$0.0295
2051	\$3,845,273,178	2.00%	\$0.11	98%	\$4,048,847	\$0.10	\$0.2074	\$3,768,368	\$7,817,215	\$0	\$701,513	\$7,115,703	\$0.0186
2052	\$3,922,178,641	2.00%	\$0.11	98%	\$4,129,824	\$0.10	\$0.2074	\$3,843,735	\$7,973,559	\$0	\$491,444	\$7,482,116	\$0.0128
2053	\$4,000,622,214	2.00%	\$0.11	98%	\$4,212,421	\$0.10	\$0.2074	\$3,920,610	\$8,133,031	\$0	\$500,444	\$7,632,587	\$0.0128
2054	\$4,080,634,659	2.00%	\$0.11	98%	\$4,296,669	\$0.10	\$0.2074	\$3,999,022	\$8,295,691	\$0	\$507,869	\$7,787,822	\$0.0127
2055	\$4,162,247,352	2.00%	\$0.11	98%	\$4,382,603	\$0.10	\$0.2074	\$4,079,002	\$8,461,605	\$0	\$513,719	\$7,947,886	\$0.0126
										\$35,840,699	\$55,954,927		

10¢ I&S Tax Increase - \$37.0 Million Bond Issuance

Tax Impact:

How will a 10¢ I&S increase impact homeowner taxes?



* Source: Zillow

General Bond Election Timeline

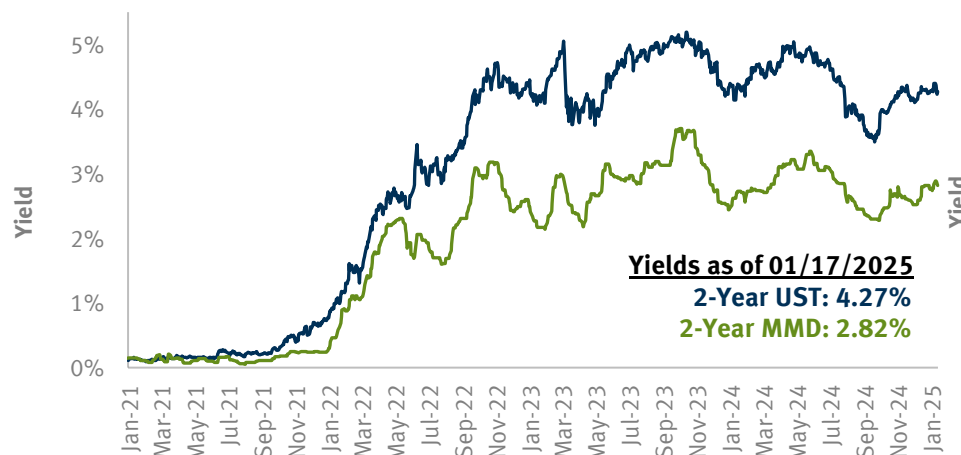
Time Required	Action
At least 4 weeks before calling election	City confers with financial advisor/bond counsel
Not more than 90 nor less than 78 days before election	City Council adopts an ordinance or resolution calling the election
Deadline determined by election official	Bond counsel delivers ballot language to election official
Not later than 60 days prior to election	Bond counsel delivers notice of election to the county election official
Not later than 21 days prior to election	City posts notice of election on the City's website
Not later than 21 days prior to election	City posts sample ballot on the City's website
Not later than 21 days prior to election	City posts notice of election at the City's bulletin board used for posting meeting notices as well as at least three public places in the City
17 days prior to election day	Early voting begins
4 days prior to election day	Early voting ends
1 st Tuesday after the 1 st Monday in November	Election day
Not later than 11 days after election day	Canvass results
Later of 30 days after canvassing or 15 days after electronic records available	End of election contest period

3 **Market Update**

Tax-Exempt and Taxable Interest Rate Movement

Treasuries and municipal yields decrease across the curve

2-Year AAA MMD and 2-Year UST Yields Since 2021



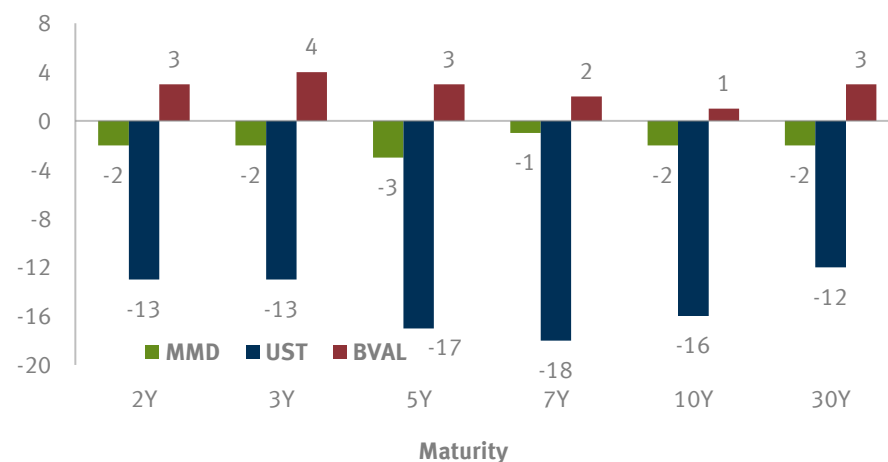
10-Year AAA MMD and 10-Year UST Yields Since 2021



30-Year AAA MMD and 30-Year UST Yields Since 2021



Weekly Change in U.S. Treasury, AAA MMD and BVAL Yields

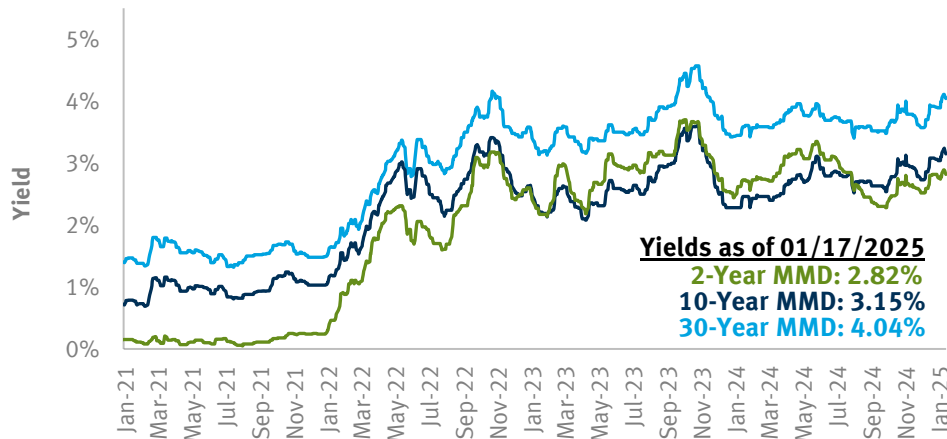


Tax-Exempt Interest Rate Movement

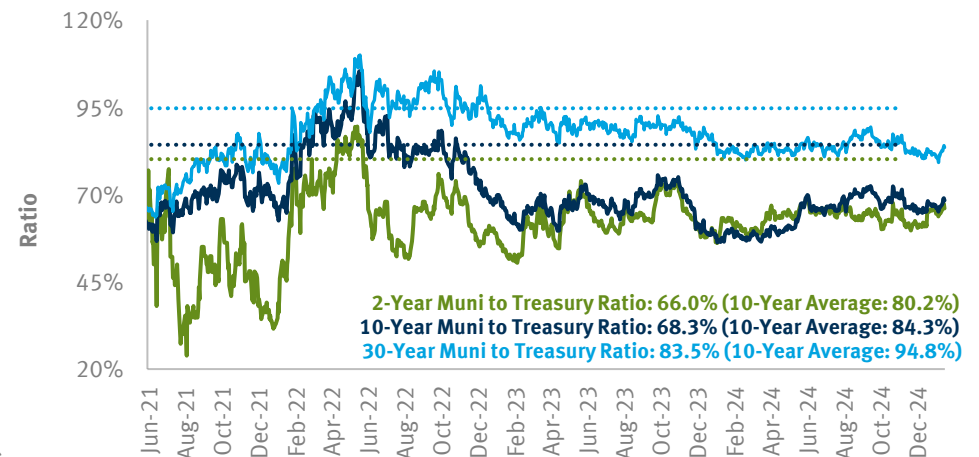
AAA MMD yields decrease along the curve.

AAA MMD Yields Since 2021

Comparing 2-, 10- and 30-Year AAA MMD

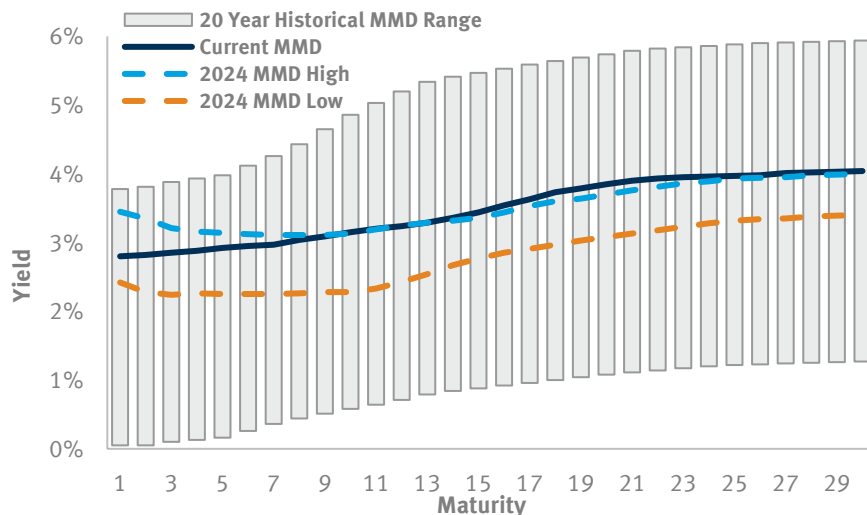


2-, 10- and 30-Year Muni to Treasury Ratios Since June 2021



Current AAA MMD Yields and Historic Context

20-Year Historical AAA MMD Range vs. Current AAA MMD



AAA MMD Summary Statistics

	2-Year	10-Year	30-Year
Current	2.82%	3.15%	4.04%
Weekly Change	-2 bps	-2 bps	-2 bps

2025 Year-to-Date

YTD Change	+4 bps	+9 bps	+15 bps
High	2.89%	3.24%	4.11%
Low	2.74%	3.04%	3.89%
Average	2.81%	3.13%	4.00%
Beginning of 2025	2.78%	3.06%	3.89%

AAA BVAL Summary Statistics

	2-Year	10-Year	30-Year
Current	2.81%	3.17%	3.99%
Weekly Change	+3 bps	+1 bps	+3 bps

2025 Year-to-Date

YTD Change	+3 bps	+8 bps	+19 bps
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New Issue Supply and Demand

Municipal Issuance Volume

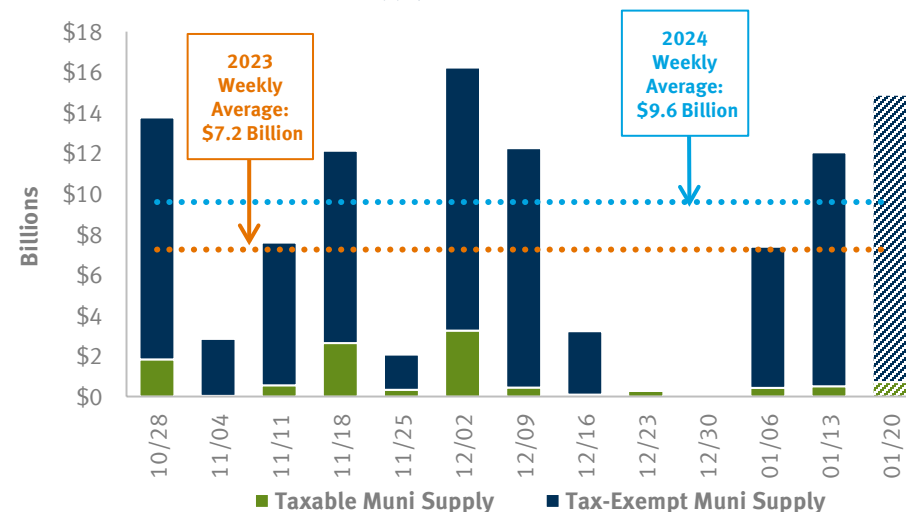
- 2024 weekly volume has exceeded recent averages:
 - \$9.6 billion in 2024 vs \$7.2 billion, \$7 billion, \$8.8 billion in 2023, 2022 and 2021, respectively.
- Total municipal issuance reached a historical record of \$507.6 billion in 2024.
- Last week, municipal supply totaled \$13.8 billion, of which \$509.2 million was taxable.
- During the week of January 20, municipal supply is expected to be \$14.9 billion of which \$714.5 million is expected to be taxable.

Municipal Bond Funds Record Net Outflows

- Net fund outflows totaled \$251.2 million during the week of January 13, following inflows of \$841.6 million the week prior.
- The four-week moving average of flows decreased to \$167.0 million of net outflows vs \$319.2 million of outflows the prior week.
- 2024 average weekly net inflows were \$402.5 million, compared to 2023 average weekly net outflows of \$301.6 million.
- 2024 inflows totaled \$21.3 billion vs outflows of \$15.6 billion in 2023 and \$80.4 billion in 2022.

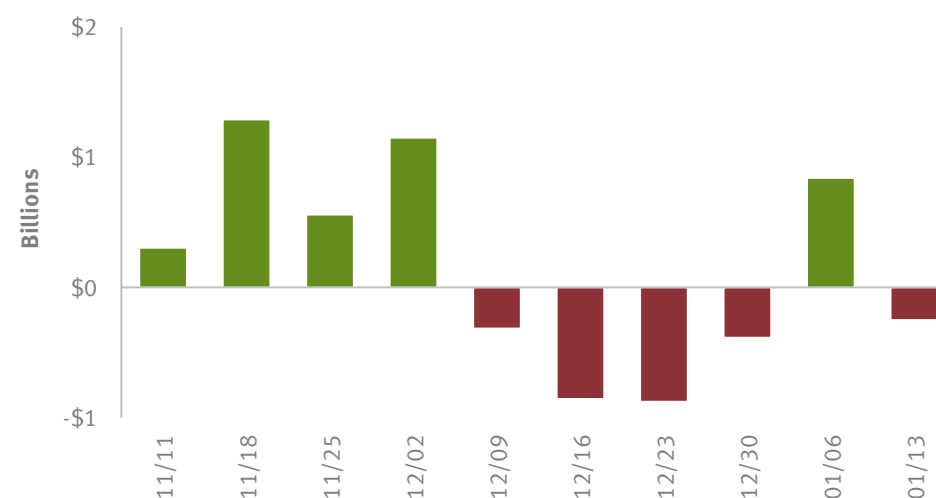
Weekly Supply

Previous 12 Weeks of New Issue Supply and Forecast of Current Week



Municipal Bond Funds Record Net Outflows

Recent Weekly Municipal Bond Fund Flows



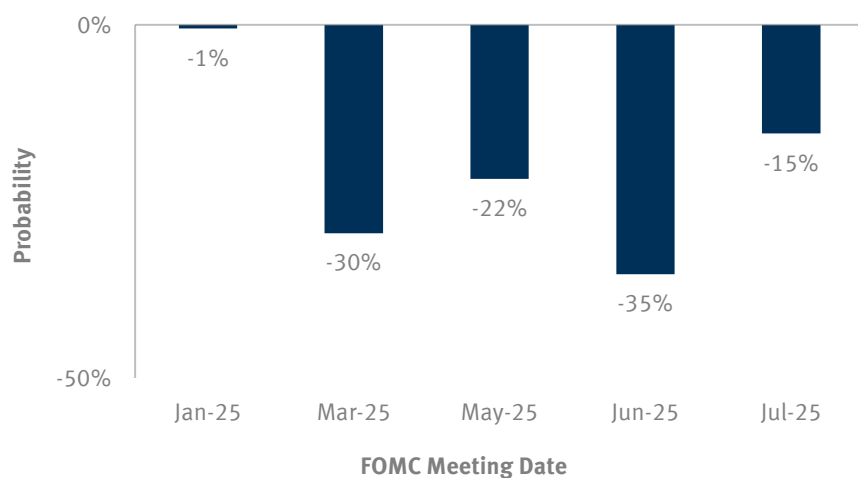
U.S. Economic Calendar – Key Events

Monday January 20	Tuesday January 21	Wednesday January 22	Thursday January 23	Friday January 24
MARKETS CLOSED MARTIN LUTHER KING JR. DAY NATIONAL HOLIDAY		- MBA Mortgage Applications - Atlanta Fed Business Inflation Expectations - Leading Indicators	Jobless Claims <i>EIA Natural Gas Report</i> EIA Petroleum Status Report - Kansas City Fed Manufacturing index <i>Fed Balance Sheet</i>	<i>PMI Composite Flash</i> Existing Home Sales <i>Consumer Sentiment</i> - Baker Hughes Rig Count
Monday January 27	Tuesday January 28	Wednesday January 29	Thursday January 30	Friday January 31
- Chicago Fed National Activity Index New Home Sales - Dallas Fed Manufacturing Survey <u>Legend:</u> - Market Moving Indicator - <i>Merits Extra Attention</i>	Durable Goods Orders <i>Case-Shiller Home Price Index</i> - FHFA House Price Index Consumer Confidence - Richmond Fed Manufacturing Index - Money Supply	- MBA Mortgage Applications International Trade in Goods (Advance) - Retail Inventories - Wholesale Inventories (Advance) EIA Petroleum Status Report - Survey of Business Uncertainty FOMC Announcement Fed Chair Press Conference	GDP Jobless Claims <i>Pending Homes Sales Index</i> <i>EIA Natural Gas Report</i> <i>Fed Balance Sheet</i>	Personal Income and Outlays <i>Employment Cost Index</i> <i>Chicago PMI</i> - Baker Hughes Rig Count - Farm Prices

Interest Rate Forecast

- Fed Governor Christopher Waller noted a fourth-round rate cut in March was not off the table. Seemingly conceding to a likely policy pivot at the start of the year, Waller described the latest inflation data as “good,” and noted that if we “continue getting numbers like this, it’s reasonable to think rate cuts could happen in the first half of the year.” He went on to say, “I’m optimistic that this disinflationary trend will continue and we’ll get back closer to 2% a little quicker than maybe others are thinking.”
- The latest Fed comments come on the heels of less concerning December price reports. On Tuesday, the PPI rose 0.2% in December, half the 0.4% gain expected and down from a 0.4% increase the month prior. Year-over-year, producer prices rose 3.3% in December, less than the 3.5% gain expected and up from the 3.0% annual increase in November. At 3.5%, this marks the third consecutive month of an acceleration and the largest annual increase since February 2023.

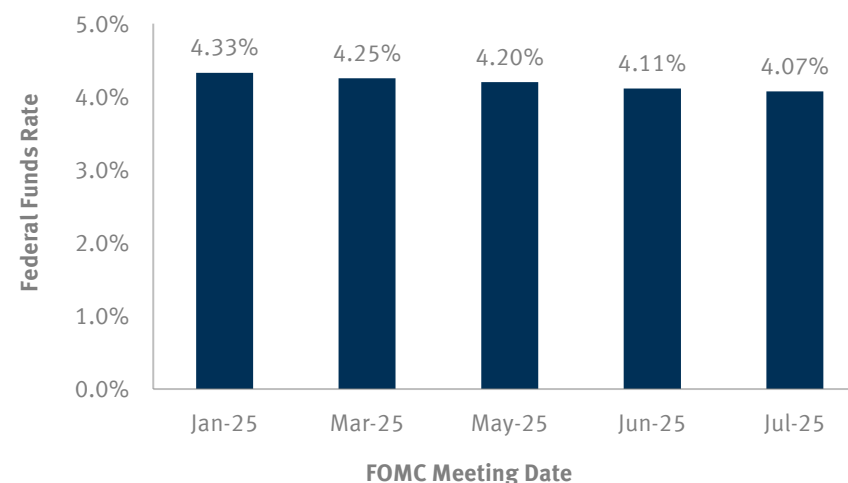
Market Consensus Probability of a Rate Hike at Upcoming Fed Meetings Calculated Using Fed Funds Futures. (Values > 100% indicate a greater than 25 bp hike)



Bloomberg Consensus Yield Curve Projections (%)

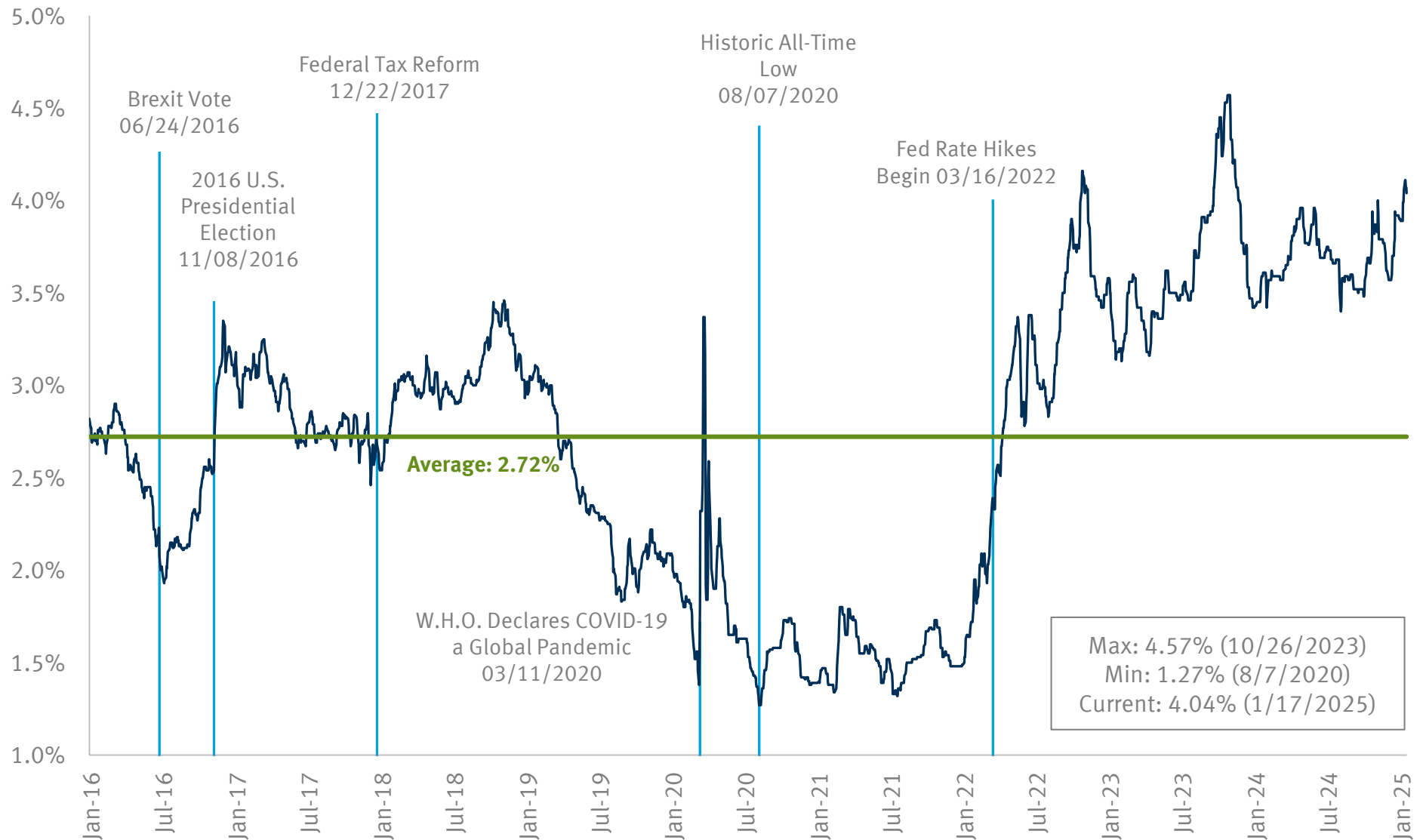
Market Consensus Yield Curve Projections (%)					
	Current	Q1 25	Q2 25	Q3 25	Q4 25
Fed Funds	4.50	4.35	4.05	3.90	3.80
2-Yr UST	4.27	4.04	3.90	3.80	3.74
10-Yr UST	4.61	4.27	4.20	4.18	4.16
30-Yr UST	4.84	4.48	4.42	4.41	4.39

Market Consensus Implied Overnight Effective Rate After Each Fed Meeting



Market Volatility: A Defining Characteristic

30-Year AAA MMD Since 2016





CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Kasey Lott

Department: City Clerk

Agenda Item: 7.I.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Approving the updates to the 2024 Building and Fire Codes for the City of La Marque -
*Legal **THIS IS THE FIRST READING***

STAFF BRIEFING:

It adopts the following codes: <https://codes.iccsafe.org/codes/i-codes/2024-icodes>

- (a) International Building Code, 2024 edition, including appendices C, E, F, G and J
- (b) International Residential Code, 2024 edition, including appendices BA through NL;
- (c) International Energy Conservation Code, 2024 edition;
- (d) International Fuel Gas Code, 2024 edition;
- (e) National Electric Code, 2023 edition;
- (f) International Mechanical Code, 2024 edition, including appendix A, D, and E;
- (g) International Plumbing Code, 2024 edition, including appendices B through E;
- (h) International Property Maintenance Code, 2024 edition;
- (i) International Existing Building Code, 2024 edition;
- (j) International Private Sewage Disposal Code, 2024 edition; and

(k) International Swimming Pool and Spa Code, 2024 edition; as published by the International Code Council, Inc. and the National Electrical Code as published by the National Fire Protection Association.

This ordinance also amends Article 1 Chapter 29 "Fire Prevention and Emergency Services"

HISTORY:

1/27/2024 - First Reading of Ordinance

FISCAL IMPACT:

N/A

ORDINANCE NO. O-2025-00[]

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING THE CODE OF ORDINANCES OF CITY OF LA MARQUE, TEXAS, BY AMENDING CHAPTER 42, " IMPACT FEES;" PROVIDING RULES AND REGULATIONS GOVERNING SAME WITHIN THE CITY; MAKING OTHER PROVISIONS RELATED TO THE SUBJECT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code§ 395.001 et seq., authorizes cities to enact or impose impact fees on land within their corporate boundaries, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development;

WHEREAS, the City Council of the City of La Marque (the "City") appointed the Planning and Zoning Commission as the advisory committee ("Impact Fees Advisory Committee") to study the land use assumptions, capital improvements plan and implementation of impact fees within certain areas of the City;

WHEREAS, the City Council has employed Adico Consulting Engineers, LLC to prepare its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities for the City;

WHEREAS, each was considered by the City's Planning and Zoning Committee acting as the City's Impact Fees Advisory Committee, and such assumptions, plan, and proposed fees were filed with the City Council, along with the Impact Fees Advisory Committee's comments;

WHEREAS, the City Council has reviewed and evaluated its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities in the time and manner required by law;

WHEREAS, consistent with input from the Planning and Zoning Commission, the citizens, and the City Council, City staff and consultants have updated the City's Land Use Assumptions and Capital Improvements Plan and calculated a resulting impact fee contained in Exhibit A, attached and made a part hereof for all purposes;

WHEREAS, the City Council held public hearings on the city's Land Use Assumptions, Capital Improvements Plan and proposed impact fees on February 2nd, 2024 and _____, 202__ and provided notice of such hearings by publication in a newspaper of general circulation before the 30th day before the date of the hearing and otherwise in accordance with Section 395.044 of the Texas Local Government Code;

WHEREAS, the City Council adopted the land use assumptions and capital improvement plan on February 2nd, 2024 and now desires to amend impact fees for water and wastewater facilities, all in accordance with Chapter 395, of the Texas Local Government Code; and

WHEREAS, the City has determined that it is in the best interest of the general public to amend impact fees for water and wastewater facilities;

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

Section 1. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Chapter 42 of The Code of Ordinances of the City of La Marque, Texas is hereby amended to read as follows:

Section 42-2. Purpose.

This article is intended to impose and levy water and wastewater facilities impact fees on new development, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service areas. The designated services areas are as shown in the attached Exhibit A.

Section 42-4. Land Use Assumptions.

The land use assumptions included in the Water and Wastewater Impact Fee Study, referenced herein as Exhibit A and made a part hereof for all purposes, are hereby in all things approved and adopted.

Section 42-5. Capital Improvements Plan.

The capital improvements plan included in the Water and Wastewater Impact Fee Study, referenced herein as Exhibit A and made a part hereof for all purposes, are hereby in all things approved and adopted.

Section 42.6 Impact Fees.

(a) The impact fees set forth in the Water and Wastewater Impact Fee Study, referenced herein as Exhibit A and made a part hereof for all purposes are hereby levied against new development on lands located within the corporate boundaries of the city.

(b) For new development which is platted in accordance with the City's subdivision regulations before the adoption of this article, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

Section 3. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance 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.

Section 4. Publication and Effective Date. This Ordinance shall be effective immediately after final passage by City Council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance.

PASSED AND APPROVED by the City Council of the City of La Marque on First Reading this ____ day of _____, 202__; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this ____ day of _____, 202__.

***** SIGNATURES ON NEXT PAGE *****

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CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 7.II.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Approving the aerial spraying of mosquitos by Galveston County Mosquito Control District, as required on a yearly basis by the Federal Aviation Administration - *City Clerk*

STAFF BRIEFING:

This time, each year, before the beginning of the "mosquito" season, a resolution is requested from each city within Galveston County approving the aerial spraying for mosquitos within each individual city. This program is County funded and has no financial impact on the City of La Marque.

HISTORY:

- 02.26.2024- Resolution No. R-2024-0011 passed
- 03.13.2023- Resolution No. R-2023-0015 passed
- 02.14.2022- Resolution No. R-2022-0005 passed
- 02.08.2021- Resolution No. R-2021-0004 passed
- 02.10.2020- Resolution No. R-2020-0003 passed

FISCAL IMPACT:

N/A

RESOLUTION NO. R-2025-00XX

A RESOLUTION OF THE CITY OF LA MARQUE AUTHORIZING THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT AERIAL SPRAYING FOR MOSQUITOES THAT THE FEDERAL AVIATION ADMINISTRATION REQUIRES APPROVAL FOR ON A YEARLY BASIS;

WHEREAS, the Galveston County Mosquito Control District is responsible for the operation of the county-wide Mosquito Control Program, and

WHEREAS, the Federal Aviation Administration has indicated that governmental approval is necessary to provide aerial spraying services over the territories of general-purpose governments, and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of La Marque approves the aerial spraying over its territory for the abatement of mosquitoes providing such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, the Environmental Protection Agency, and other authoritative federal and state agencies.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque on this the _____ day of _____, 202__.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor
City of La Marque

ATTEST:

Kierra K. Nance, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Alice Ashley

Department: Police

Agenda Item: 7.III.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Applying for no-match grant to the Office of the Governor-State Homeland Security Program - L : Law Enforcement Terrorism Prevention Activities (LETPA) - *Police*

STAFF BRIEFING:

To address gang-related threats tied to organized crime or terrorism, a comprehensive Gang Interdiction and Prevention Program can be implemented. This initiative would provide specialized training to law enforcement officers, equipping them with skills to detect and disrupt gang activities, while incorporating joint exercises with neighboring jurisdictions to enhance coordinated responses. Additionally, community outreach programs would focus on countering gang recruitment efforts, particularly among at-risk youth, through educational workshops and resource connections. Public awareness campaigns would further inform communities about the risks associated with gang involvement, fostering resilience and engagement. This dual approach aligns with key objectives by building law enforcement capacity for interdiction and disruption, while mitigating community vulnerability and reducing long-term threats.

HISTORY:

FISCAL IMPACT:

None-this is a NO MATCH grant

RESOLUTION NO. 2025-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING APPLICATION FOR GRANT APPLICATION SUBMISSION AND SIGNATORY RIGHTS FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE OFFICE OF THE GOVERNOR STATE HOMELAND SECURITY PROGRAM – LETPA PROJECTS (SHSP-L), FEDERAL FISCAL YEAR 2025.

WHEREAS, the City of La Marque, Texas, is preparing an application for the Office of the Governor State Homeland Security Program – LETPA Projects (SHSP-L), Federal Fiscal Year 2025; and

WHEREAS, the City of La Marque finds it in the best interest of its citizens to participate in the SHSP-L to enhance homeland security and preparedness; and

WHEREAS, it is necessary to appoint an authorized official to execute contractual application documents directly pertaining to the application submittal to the Office of the Governor for the SHSP-L; and

WHEREAS, the City of La Marque acknowledges that if an authorized signatory of the City changes (due to elections, illness, resignations, etc.), the City shall provide the Office of the Governor with a resolution stating the new authorized signatory;

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

The City of La Marque designates the City Manager as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Marque, Texas, approves the submission of the grant application for the Office of the Governor State Homeland Security Program – LETPA Projects (SHSP-L), Federal Fiscal Year 2025.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk

Name:

Available

12/16/2024

State Homeland Security Program – LETPA Projects (SHSP-L), Federal Fiscal Year 2025

Due Date

02/13/2025

Purpose:

The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. PSO provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

Per Congressional mandate (911 Act), at least twenty-five percent (25%) of the combined Homeland Security Grant Program funding must be used for Law Enforcement Terrorism Prevention Activities (LETPA). **FEMA has increased this requirement to 35%.** This solicitation supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and provide law enforcement and public safety communities with funds to support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

The State Homeland Security Program-LEPTA (SHSP-L) is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or actual act of terrorism; and/or
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards;

Prevention is defined as the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to

acts of terrorism. However, **all SHSP-LEPTA projects must assist grantees in achieving target capabilities related to preventing or thwarting an initial or follow-on terrorist attack.**

Available Funding:

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). State Homeland Security Program (SHSP) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

1. State agencies;
2. Regional councils of governments;
3. Units of local government;
4. Nonprofit organizations;
5. Universities or Colleges; and
6. Federally recognized Native American tribes.

Application Process:

Applicants must access PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:
 - Applicants must contact their applicable regional council of governments (COG) regarding their application.
 - Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.
2. State agencies, and other organizations proposing projects to increase preparedness statewide, may submit applications directly to PSO.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST

Project Period:

Projects selected for funding must begin between September 1, 2025 and March 1, 2026, and expire on or before August 31, 2027. Additional guidelines are below:

1. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 **or** 24-month grant cycle/performance period.
3. Project periods for equipment only projects are generally awarded for a 6 to 12-month grant period.
4. PSO will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$10,000

Maximum: None. However, PSO uses a risk-based formula to determine regional allocations. Local agencies should contact their regional COG for amounts historically available to the region and any maximum established by their COG. Additionally, PSO expects to make available approximately \$1.5 – \$2 million to state agencies in support of 10 - 15 projects under this solicitation and the SHSP-Regular solicitation.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. The Federal Emergency Management Agency (FEMA) has established National Priority Areas (NPA) for the Homeland Security Grant Program and requires the State to dedicate at least 30% of Texas' SHSP funds to projects under the NPAs. The NPAs and prescribed amounts for each NPA are noted below. PSO anticipates these priorities will remain in place for the 2024 SHSP grant cycle. Applicants are encouraged to submit projects under these National Priority Areas when the primary core capability addressed is consistent with a National Priority Area description below. Note: The National Priority Areas are subject to change without notice upon release of the federal Notice of Funding Opportunity (NOFO).

2. Grant projects must be consistent with the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual and Information Bulletin (IB) 473 which discusses eligible activities outlined in:

- The National Prevention Framework;
- The National Protection Framework where capabilities are shared with the prevention mission area; and
- Section 2006 of the Homeland Security Act of 2002, as amended.

3. Grant projects must be consistent with the program purpose stated above and must be submitted in support of one of the following approved activity areas:

a. Emergency Operations Centers and Technology

- Establishing and maintaining a unified and coordinated operational structure and process that integrates critical stakeholders across and among all levels of government and with critical private and nonprofit sectors to protect against potential threats, conduct law enforcement investigations, or engage in enforcement, protective, and response activities.
- Implementing WebEOC and other situational awareness and decision support tools.
- Enhancing emergency operations centers.
- Conducting or participating in incident management training and/or exercises.

b. Information and Intelligence Sharing/Cooperation (NPA)

(Note: Applicants should submit Fusion Center projects under this Law Enforcement Terrorism Prevention Activities (LETPA) solicitation.)

- **Core Capability: Intelligence and Information Sharing**
 - Identifying, developing, providing, and sharing timely, accurate, and actionable information, data, or knowledge among government or private sector entities to include information sharing with all DHS components, fusion centers, and other entities designated by DHS.
 - Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition and analysis.
 - Joint training and planning with DHS officials and other entities designated by DHS.
 - Enabling interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes that may be precursors or indicators of terrorist activity.
 - Paying for personnel or contractors to serve as qualified intelligence analysts and/or to participate in information, investigative, and intelligence sharing activities specifically related to homeland security.
 - Assessing threat information to inform continued prevention operations and ongoing response activities.

- Implementing and maintaining suspicious activity reporting initiatives.
- Implementing or sustaining public information and warning systems to relay information regarding terrorism threats.

c. Planning

- Developing state and regional risk and preparedness assessments, including those related to special events.
- Core capability development planning, to include typing and tracking of equipment and special response teams.
- Planning and execution of training and exercises focused on terrorism prevention, protection and response.
- Multi-jurisdictional operational planning to include plans for regional operational coordination of terrorism prevention, protection, and response capabilities.
- Maintaining or updating Emergency Operations Plans, consistent with guidance in CPG 101.v2 and the whole community approach to security and emergency management.
- Planning for continuity of operations.

d. Protection of Soft Targets/Crowded Places (NPA)

- **Core Capabilities:** Operational Coordination; Public Information and Warning; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search, and Detection
 - Implementing target hardening and other measures associated with increased security to mitigate risks at places where people gather, such as schools, workplaces, entertainment venues, transportation nodes, and houses of worship.
 - Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.
 - Planning, training, exercises, equipment, and modeling enabling responsible jurisdictions to mitigate threats to and vulnerabilities of critical infrastructure facilities, assets, networks, and systems.
 - Analyzing critical infrastructure threats and information sharing with private sector partners.
 - Enhancing public awareness, education and communications, and increasing reporting of suspicious activities related to critical infrastructure.

e. Support of First Responder Capabilities

Note: Because there is the potential for significant overlap between this activity area and the FEMA National Priorities, applicants should first check whether their proposed project is consistent with the description and core capabilities outlined for the National Priority Areas.

- Sustaining and enhancing capacity to detect and resolve threats involving chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass

destruction (WMD).

- Sustaining and enhancing tactical teams including HAZMAT response and decontamination, Urban Search and Rescue, and SWAT.
- Sustaining equipment needs, including personal protective equipment, WMD pharmaceuticals, calibration and maintenance for WMD-related detection and identification systems, and closely related investments to update or sustain current equipment.
- Sustaining and enhancing efforts to delay, divert, intercept, halt, apprehend, or secure threats or hazards (includes capabilities related to Border Security).
- Coordinating regional training exercises with federal, state and local law enforcement participation focused on responding to terrorism-related events and increasing participation with community and business organizations.
- Identifying or locating terrorists through active and passive surveillance and search procedures including systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.

f. Combating Domestic Violent Extremism (NPA)

- **Core Capabilities:** Interdiction & Disruption; Screening, Search and Detection; Intelligence and Information Sharing; Planning; Public Information and Warning; Operational Coordination
 - Open source analysis of misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats.
 - Sharing and leveraging intelligence and information, including open-source analysis.
 - Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists.
 - Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism.

Program-Specific Requirements

1. All capabilities being built or sustained must have a clear link to one or more of the following Core Capabilities in the National Preparedness Goal: **Planning; Public Information and Warning; Operational Coordination; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search and Detection; and Forensics and Attribution.**
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Law Enforcement Terrorism Prevention Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of terrorism.

3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered

eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

5. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>)

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. weapons or weapons accessories to include but not limited to optics/sights, ammunition pouches, slings, firearm silencers, bayonets, or other accessories designed for use with any firearms/weapon;
7. admission fees or tickets to any amusement park, recreational activity or sporting event;

8. promotional items or gifts;
9. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
10. membership dues for individuals;
11. any expense or service that is readily available at no cost to the grant project;
12. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
13. fundraising;
14. legal services for adult offenders;
15. amateur radios and equipment, FMS radios, GMRS radios, Mobile ad hoc networks (MANETs), or other radio equipment that is not P25 compliant;
16. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds; and
17. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. For eligible local and regional projects:

- Each COG's homeland security advisory committee will prioritize all eligible applications using the region's risk-informed methodology.
- PSO will accept priority listings that are approved by the COG's executive committee.
- PSO will make all final funding decisions based on eligibility, FEMA National Priorities, COG priorities, reasonableness, availability of funding, and cost-effectiveness.

2. For statewide discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

3. The State must designate at least 30% of available SHSP funding to projects supporting the FEMA NPAs listed above as outlined in the FY 2024 HSGP guidance. PSO encourages the COG regions to solicit projects to support each of the NPAs listed in this solicitation.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds
\$TBD



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Alice Ashley

Department: Police

Agenda Item: 7.IV.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Applying for a no-match grant with the Office of the Governor's SHSP-R: Regular Projects
- *Police*

STAFF BRIEFING:

To enhance community safety, an Integrated Communication and Resilience Planning initiative can be implemented. This program would upgrade interoperable communication systems, ensuring secure and efficient channels between local law enforcement and emergency responders for rapid and coordinated incident response. Complementing this effort, community risk assessments would identify neighborhoods most impacted by gang violence, guiding the development of neighborhood watch programs, training sessions, and tailored response plans. Together, these measures enhance operational coordination during critical incidents while improving neighborhood resilience and reducing risks associated with gang activity.

HISTORY:

FISCAL IMPACT:

None- this is a NO-MATCH grant

RESOLUTION NO. 2025-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING APPLICATION FOR GRANT APPLICATION SUBMISSION AND SIGNATORY RIGHTS FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE OFFICE OF THE GOVERNOR STATE HOMELAND SECURITY PROGRAM – REGULAR PROJECTS (SHSP-R), FEDERAL FISCAL YEAR 2025.

WHEREAS, the City of La Marque, Texas, is preparing an application for the Office of the Governor State Homeland Security Program – Regular Projects (SHSP-R), Federal Fiscal Year 2025; and

WHEREAS, the City of La Marque finds it in the best interest of its citizens to participate in the SHSP-R to enhance homeland security and preparedness; and

WHEREAS, it is necessary to appoint an authorized official to execute contractual application documents directly pertaining to the application submittal to the Office of the Governor for the SHSP-R; and

WHEREAS, the City of La Marque acknowledges that if an authorized signatory of the City changes (due to elections, illness, resignations, etc.), the City shall provide the Office of the Governor with a resolution stating the new authorized signatory;

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

The City of La Marque designates the City Manager as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Marque, Texas, approves the submission of the grant application for the Office of the Governor State Homeland Security Program – Regular Projects (SHSP-R), Federal Fiscal Year 2025.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk

Name:

Available

12/16/2024

State Homeland Security Program – Regular Projects (SHSP-R), Federal Fiscal Year 2025

Due Date

02/13/2025

Purpose:

The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. The Office of the Governor (OOG), Public Safety Office (PSO) provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

This funding supports state, tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the Stakeholder Preparedness Review (SPR).

The State Homeland Security Program (SHSP) is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or actual act of terrorism;
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards;
- **Mitigate** the loss of life and property by lessening the impact of future catastrophic events;
- **Respond** quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- **Recover** through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Note for Cybersecurity Applicants: Projects seeking to design and implement efforts to address imminent cybersecurity threats to local information systems should refer to the State and Local Cybersecurity Grant Program (SLCGP) Announcements available on the *Funding Opportunities* page in [eGrants](#).

Available Funding:

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). State Homeland Security Program (SHSP) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

1. State agencies;
2. Regional councils of governments;
3. Units of local government;
4. Nonprofit organizations;
5. Universities or Colleges; and
6. Federally recognized Native American tribes.

Application Process:

Applicants must access PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:
 - Applicants must contact their applicable regional council of governments (COG) regarding their application.
 - Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.
2. State agencies, and other organizations proposing projects to increase preparedness statewide, may submit applications directly to PSO.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	09/01/2025

Project Period:

Projects selected for funding must begin between September 1, 2025 and March 1, 2026, and expire on or before August 31, 2027. Additional guidelines are below:

1. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 **or** 24-month grant cycle/performance period.
3. Project periods for equipment only projects are generally awarded for a 6 to 12-month grant period.
4. PSO will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$10,000

Maximum: None. However, PSO uses a risk-based formula to determine regional allocations. Local agencies should contact their regional COG for amounts historically available to the region and any maximum established by their COG. Additionally, PSO expects to make available approximately \$1.5 - \$2 million to state agencies in support of 10 – 15 projects under this solicitation and the SHSP-LETPA solicitation.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. The Federal Emergency Management Agency (FEMA) has established National Priority Areas (NPA) for the Homeland Security Grant Program and requires the State to dedicate at least 30% of Texas' SHSP funds to projects under the NPAs. The NPAs and prescribed amounts for each NPA are noted below. PSO anticipates these priorities will remain in place for the 2024 SHSP grant cycle. Applicants are encouraged to submit projects under these National Priority Areas when the primary core capability addressed is consistent with a National Priority Area description below. Note: The National Priority Areas are subject to change without notice upon release of the federal Notice of Funding Opportunity (NOFO).

2. Grant projects must be submitted in support of one of the following approved activity areas:

a. Community Preparedness and Resilience (NPA)

- **Core Capabilities:** Planning; Public Information and Warning; Community Resilience; Mass Care Services; Risk and Disaster Resilience Assessment; Long Term Vulnerability Reduction.
 - Projects supporting training and equipping regional and local Citizen Corps Programs (CCP) including Community Emergency Response Teams (CERT).
 - Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training to faith-based organizations, local businesses, and community-based organizations including homeless shelters, food pantries, nonprofit medical providers, and senior care facilities to bolster their resilience to all hazards.
 - Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience.

b. Emergency Operations Centers and Technology

- Establishing and maintaining a unified and coordinated operational structure and process that integrates critical stakeholders across and among all levels of government and with critical private and nonprofit sectors to protect against potential threats, conduct law enforcement investigations, or engage in enforcement, protective, and response activities.
- Implementing WebEOC and other situational awareness and decision support tools.
- Enhancing emergency operations centers.
- Conducting or participating in incident management training and/or exercises.

c. Information and Intelligence Sharing/Cooperation (NPA)

(Note: Applicants should submit Fusion Center projects under the Law Enforcement Terrorism Prevention Activities (LETPA) solicitation.)

- **Core Capability:** Intelligence and Information Sharing
 - Identifying, developing, providing, and sharing timely, accurate, and actionable information, data, or knowledge among government or private sector entities to include

information sharing with all DHS components, fusion centers, and other entities designated by DHS.

- Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition and analysis.
- Joint training and planning with DHS officials and other entities designated by DHS.
- Enabling interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes that may be precursors or indicators of terrorist activity.
- Paying for personnel or contractors to serve as qualified intelligence analysts and/or to participate in information, investigative, and intelligence sharing activities specifically related to homeland security.
- Assessing threat information to inform continued prevention operations and ongoing response activities.
- Implementing and maintaining suspicious activity reporting initiatives.
- Implementing or sustaining public information and warning systems to relay information regarding terrorism threats.

d. Interoperable Emergency Communications

- Building capabilities to meet P-25 standards.
- Sustaining existing capabilities (e.g. life cycle replacement of equipment).
- Projects must enhance current capabilities or address capability gaps identified by the Texas Department of Public Safety (DPS) or Texas Interoperable Communications Coalition (TxICC) in either the Texas Statewide Communications Interoperability Plan (SCIP) or DPS Report on Interoperable Communications to the Texas Legislature. **Note:** *Projects to increase voice communications interoperability for counties with the lowest interoperability levels are preferred over other types of communications projects.*
- If a project is funded (after an agency receives the grant award from the PSO), the planned expenditures must be submitted to and receive validation from the Statewide Interoperability Coordinator (SWIC) prior to purchase. **Note:** *Radios purchased must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advanced Encryption Standard (AES) encryption, IF encryption is being purchased.*

e. Planning

- Developing state and regional risk and preparedness assessments, including those related to special events.
- Core capability development planning, to include typing and tracking of equipment and special response teams.
- Planning and execution of training and exercises focused on terrorism prevention, protection and response.

- Multi-jurisdictional operational planning to include plans for regional operational coordination of terrorism prevention, protection, and response capabilities.
- Maintaining or updating Emergency Operations Plans, consistent with guidance in CPG 101.v2 and the whole community approach to security and emergency management.
- Planning and implementation of initiatives to enhance the Citizen Corps Program and other community resilience initiatives.
- Planning for continuity of operations.

f. Protection of Soft Targets/Crowded Places (NPA)

- **Core Capabilities:** Operational Coordination; Public Information and Warning; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search, and Detection; Access Control/Identity Verification; Physical Protective Measures; Risk Management for Protection Programs
 - Implementing target hardening and other measures associated with increased security to mitigate risks at places where people gather, such as schools, workplaces, entertainment venues, transportation nodes, and houses of worship.
 - Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.
 - Planning, training, exercises, equipment, and modeling enabling responsible jurisdictions to mitigate threats to and vulnerabilities of critical infrastructure facilities, assets, networks, and systems.
 - Analyzing critical infrastructure threats and information sharing with private sector partners.
 - Enhancing public awareness, education and communications, and increasing reporting of suspicious activities related to critical infrastructure.

g. Support of First Responder Capabilities

Note: Because there is the potential for significant overlap between this activity area and the FEMA National Priorities, applicants should first check whether their proposed project is consistent with the description and core capabilities outlined for the National Priority Areas.

- Sustaining and enhancing capacity to detect and resolve threats involving chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass destruction (WMD).
- Sustaining and enhancing tactical teams including HAZMAT response and decontamination, Urban Search and Rescue, and SWAT.
- Sustaining equipment needs, including personal protective equipment, WMD pharmaceuticals, calibration and maintenance for WMD-related detection and identification systems, and closely related investments to update or sustain current equipment.

- Sustaining and enhancing efforts to delay, divert, intercept, halt, apprehend, or secure threats or hazards (includes capabilities related to Border Security).
- Coordinating regional training exercises with federal, state and local law enforcement participation focused on responding to terrorism-related events and increasing participation with community and business organizations.
- Identifying or locating terrorists through active and passive surveillance and search procedures including systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.

h. Combating Domestic Violent Extremism (NPA)

- **Core Capabilities:** Interdiction & Disruption; Screening, Search and Detection; Physical Protective Measures; Intelligence and Information Sharing; Planning; Public Information and Warning; Operational Coordination; Risk management for protection programs and activities
 - Open source analysis of misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats.
 - Sharing and leveraging intelligence and information, including open-source analysis
 - Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists.
 - Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism.

Program-Specific Requirements

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and/or recovery from terrorism.
3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing,

credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

5. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>)

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. weapons accessories to include but not limited to optics/sights, laser aiming devices, ammunition pouches, slings, firearm silencers, bayonets, rifle bags or other accessories designed for use with any firearms/weapon;
7. admission fees or tickets to any amusement park, recreational activity or sporting event;
8. promotional items or gifts;
9. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
10. membership dues for individuals;
11. any expense or service that is readily available at no cost to the grant project;

12. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
13. fundraising;
14. legal services for adult offenders;
15. amateur radios and equipment, FMS radios, GMRS radios, Mobile ad hoc networks (MANETs), or other radio equipment that is not P25 compliant;
16. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds; and
17. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. For eligible local and regional projects:

- Each COG's homeland security advisory committee will prioritize all eligible applications using the region's risk-informed methodology.
- PSO will accept priority listings that are approved by the COG's executive committee.
- PSO will make all final funding decisions based on eligibility, FEMA National Priorities, COG priorities, reasonableness, availability of funding, and cost-effectiveness.

2. For statewide discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

3. The State must designate at least 30% of available SHSP funding to projects supporting the FEMA NPAs listed above as outlined in the FY 2024 HSGP guidance. PSO encourages the COG regions to solicit projects to support each of the NPAs listed in this solicitation.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds
\$TBD



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Alice Ashley

Department: Police

Agenda Item: 7.V.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Applying for a no-match grant from the Office of the Governor's SHSP-NPA: National Priority Area Project - *Police*

STAFF BRIEFING:

To address the multifaceted challenges of gang-related violence, a Gang Threat Analysis and Public Space Protection initiative can be implemented. This program would establish a dedicated task force to monitor and analyze gang activities, share critical intelligence across local law enforcement, and assess links to broader security threats. Leveraging advanced technologies such as predictive analytics tools, the task force would identify gang hotspots and preemptively address potential risks. Concurrently, enhanced surveillance and physical target-hardening measures, including security cameras, improved lighting, and controlled access points, would be implemented at vulnerable public spaces like parks and schools. These efforts enhance intelligence and information-sharing capabilities while protecting soft targets and crowded places from gang-related threats.

HISTORY:

FISCAL IMPACT:

None-This is a NO MATCH grant

RESOLUTION NO. 2025-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING APPLICATION FOR GRANT APPLICATION SUBMISSION AND SIGNATORY RIGHTS FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE OFFICE OF THE GOVERNOR STATE HOMELAND SECURITY PROGRAM – COMPETITIVE NATIONAL PRIORITY AREA PROJECTS (SHSP-NPA), FEDERAL FISCAL YEAR 2025.

WHEREAS, the City of La Marque, Texas, is preparing an application for the Office of the Governor State Homeland Security Program – Competitive National Priority Area Projects (SHSP-NPA), Federal Fiscal Year 2025; and

WHEREAS, the City of La Marque finds it in the best interest of its citizens to participate in the SHSP-NPA to enhance homeland security and preparedness; and

WHEREAS, it is necessary to appoint an authorized official to execute contractual application documents directly pertaining to the application submittal to the Office of the Governor for the SHSP-NPA; and

WHEREAS, the City of La Marque acknowledges that if an authorized signatory of the City changes (due to elections, illness, resignations, etc.), the City shall provide the Office of the Governor with a resolution stating the new authorized signatory;

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

The City of La Marque designates the City Manager as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Marque, Texas, approves the submission of the grant application for the Office of the Governor State Homeland Security Program – Competitive National Priority Area Projects (SHSP-NPA), Federal Fiscal Year 2025.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk

Name:

Available

12/16/2024

State Homeland Security Program – Competitive National Priority Area Projects (SHSP-NPA), Federal Fiscal Year 2025

Due Date

02/13/2025

Purpose:

The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. The Office of the Governor (OOG), Public Safety Office (PSO) provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state. **Funding under this announcement will be awarded on a competitive basis for projects supporting FEMA designated SHSP National Priority Areas.**

This funding supports state, tribal and local preparedness activities that address national and state-priority preparedness gaps across selected core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the Stakeholder Preparedness Review (SPR).

The State Homeland Security Program (SHSP) is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or actual act of terrorism;
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards;
- **Mitigate** the loss of life and property by lessening the impact of future catastrophic events;
- **Respond** quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or

- **Recover** through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Available Funding:

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). SHSP funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

1. State agencies;
2. Regional councils of governments;
3. Units of local government;
4. Nonprofit organizations;
5. Universities or Colleges; and
6. Federally recognized Native American tribes.

Application Process:

Applicants must access PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	09/01/2025

Project Period:

Projects selected for funding must begin between September 1, 2025 and March 1, 2026, and expire on or before August 31, 2027. Additional guidelines are below:

1. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 **or** 24-month grant cycle/performance period.
3. Project periods for equipment only projects are generally awarded for a 6 to 12-month grant period.
4. PSO will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$10,000

Maximum: None.

PSO expects to set-aside at least 3% of available SHSP funding for projects under this funding announcement.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. The Federal Emergency Management Agency (FEMA) has established National Priority Areas (NPA) for the Homeland Security Grant Program and requires the State to dedicate at least 30% of Texas' SHSP funds to projects under the NPAs. PSO expects to invest at least 3% of available funding for projects supporting the NPA listed below. Applicants are encouraged to submit projects under this NPA when the primary core capability addressed is consistent with a NPA description below. Note: The National Priority Areas are subject to change without notice upon release of the federal Notice of Funding Opportunity (NOFO).

2. Grant projects must be submitted in support of the following approved NPA:

a. Enhancing Election Security

- **Core Capabilities:** Cybersecurity; Intelligence and Information Sharing; Planning; Long-term Vulnerability Reduction; Situational Assessment; Infrastructure Systems; Operational

coordination; Community resilience

- Physical security planning support.
- Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc. for elections infrastructure.
- General election security navigator support.
- Cyber navigator support
- Cybersecurity risk assessments, training, and planning for elections systems.
- Projects that address vulnerabilities identified in cybersecurity risk assessments of elections systems.
- Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection.
- Distributed Denial of Service protection.
- Migrating online services to the “.gov” internet domain.
- Online harassment and targeting prevention services.
- Public awareness/preparedness campaigns discussing election security and integrity measures.

Program-Specific Requirements

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and/or recovery from terrorism.
3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC)

or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public

accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

5. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>)

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. weapons or weapons accessories to include but not limited to optics/sights, ammunition pouches, slings, firearm silencers, bayonets, or other accessories designed for use with any firearms/weapon;
7. admission fees or tickets to any amusement park, recreational activity or sporting event;
8. promotional items or gifts;
9. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
10. membership dues for individuals;
11. any expense or service that is readily available at no cost to the grant project;
12. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
13. fundraising;
14. legal services for adult offenders;
15. amateur radios and equipment, FMS radios, GMRS radios, Mobile ad hoc networks (MANETs), or other radio equipment that is not P25 compliant;

16. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds; and
17. any other prohibition imposed by federal, state, or local law.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

Applications will then be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

Note: Only NPA projects will be considered under this solicitation. Projects for other activity areas should be submitted for consideration under the SHSP Regular or LETPA solicitations.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

All projects submitted under the FEMA NPAs and selected for award by PSO will undergo an enhanced effectiveness review by FEMA for final approval prior release of any funds.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds
\$TBD



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Alice Ashley

Department: Police

Agenda Item: 7.VI.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Applying for a No-Match Grant for the Office of the Governor's Grant Application Rifle Resistant Body Armor Grant Program, FY2026 - *Police*

STAFF BRIEFING:

Apply to purchase up to fifty-five Rifle Resistant Body Armor

HISTORY:

FISCAL IMPACT:

None this is a NO-MATCH grant

Name:

Available

12/16/2024

Rifle-Resistant Body Armor Grant Program, FY2026

Due Date

02/13/2025

Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.

Available Funding:

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 26 for Trusteed Programs within the Office of the Governor.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$10M for FY2026.

Eligible Organizations:

Applications may be submitted by the Texas Department of Public Safety, units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure; including municipalities, counties, independent school districts, universities, federally recognized Native American tribes, community colleges, and hospital districts.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	09/01/2025

Project Period:

Projects must begin on or after 09/01/2025 and may not exceed a 12 month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.

Due to the limited availability of funds, applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on number of frontline peace officers and the average cost per vest.

Program-Specific Requirements

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. PSO may prioritize the equipping of certain types of officers or applicants if the total requested funds exceed the funds appropriated by the Legislature.

Required Agency Policies. As required by Chapter 772.0075, Texas Government Code, an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [*"A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers"*](#) for more information.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([*Active Standard ASTM E3003*](#)). The [*Personal Armor Fit Assessment checklist*](#), is excerpted from ASTM E3003.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [*Cybersecurity Training Certification for State and Local Governments*](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [*Statewide Cybersecurity Awareness Training*](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law

enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds

\$10 Million

RESOLUTION NO. 2025-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING APPLICATION FOR GRANT APPLICATION SUBMISSION AND SIGNATORY RIGHTS FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE OFFICE OF THE GOVERNOR RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM, FY2026.

WHEREAS, the City of La Marque, Texas is in preparation of an application for the Office of the Governor Rifle-Resistant Body Armor Grant Program, FY2026; and

WHEREAS, the City of La Marque, Texas finds it in the best interest of the citizens of the City of La Marque that the city be operated for the FY 2026; and

WHEREAS, it is necessary to appoint persons to execute contractual application documents directly pertaining to the application submittal to the Office of the Governor Rifle-Resistant Body Armor Grant Program, FY2026; and

WHEREAS, the City of La Marque, Texas, acknowledges that if an authorized signatory of the City changes (elections, illness, resignations, etc.), the City shall provide them with a resolution stating the new authorized signatory shall be and

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

The City of La Marque designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Marque, Texas, approves the submission of the grant applications for the Office of the Governor Rifle-Resistant Body Armor Grant Program, FY2026.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Alice Ashley

Department: Police

Agenda Item: 7.VII.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Applying for a no-match Grant from the Office of the Governor's Bullet-Resistant Shield Program - *Police*

STAFF BRIEFING:

Apply to purchase two Bullet-Resistant Shields

HISTORY:

FISCAL IMPACT:

None-this is a NO MATCH grant

RESOLUTION NO. 2025-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING APPLICATION FOR GRANT APPLICATION SUBMISSION AND SIGNATORY RIGHTS FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE OFFICE OF THE GOVERNOR BULLET-RESISTANT SHIELD-GRANT PROGRAM, FY2026.

WHEREAS, the City of La Marque, Texas is in preparation of an application for the Office of the Governor Bullet-Resistant Shield Grant Program, FY2026; and

WHEREAS, the City of La Marque, Texas finds it in the best interest of the citizens of the City of La Marque that the city be operated for the FY 2026; and

WHEREAS, it is necessary to appoint persons to execute contractual application documents directly pertaining to the application submittal to the Office of the Governor Bullet-Resistant Shield Grant Program, FY2026; and

WHEREAS, the City of La Marque, Texas, acknowledges that if an authorized signatory of the City changes (elections, illness, resignations, etc.), the City shall provide them with a resolution stating the new authorized signatory shall be and

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

The City of La Marque designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Marque, Texas, approves the submission of the grant applications for the Office of the Governor Bullet-Resistant Shield Grant Program, FY2026.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk

Name:

Bullet-Resistant Shield Grant Program, FY2026

Available
12/16/2024

Due Date
02/13/2025

Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with bullet-resistant shields.

Available Funding:

State funds for these projects are authorized by a Budget Execution Order proposed by the Legislative Budget Board and ratified by Governor Abbott on June 28, 2022, pursuant to Texas Government Code, Section 317.002 and Section 317.005(b). All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make \$250,000 for FY2026.

Eligible Organizations:

Applications may be submitted by independent school districts that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024

Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	09/01/2025

Project Period:

Projects must begin on or after 09/01/2025 and may not exceed a 12-month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may only be used for obtaining bullet-resistant shields compliant with the National Institute of Justice (NIJ) Level III, III+, or IV.

Applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on the number of frontline peace officers and the average cost per shield.

Program-Specific Requirements

Eligible officers. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant.

Active Shooter Policy. All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:

- Concepts and Principles
- Community/First Responder Agency Notifications
- Mutual Aid Implementation

- Solo Officer Deployment
- Officer Team Deployment
- Follow-On Responders (Rescue Task Force)
- Incident Command - Unified Command Considerations
- Incident Debriefing
- Training

ALERRT Training. All officers provided with a grant-funded ballistic shield must have either attended 16 hours of ALERRT (Advanced Law Enforcement Rapid Response Training) training within the last 24 months or commit to attend within the next 24 months. ALERRT's upcoming course schedule can be found here: <https://alerrt.org/Upcoming>.

Note: Funding is available through the Public Safety Office to offset travel expenditures associated with attending ALERRT Training. Please refer to the [ALERRT Travel Assistance Funding Announcement](#) for more information on how to apply for these funds.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered

eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or the suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible ballistic shields, such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

Applications will then be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds
\$250,000



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Alice Ashley

Department: Police

Agenda Item: 7.VIII.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Applying for a no-match Office of Governor Project Safe Neighborhood Grant - *Police*

STAFF BRIEFING:

Reduce violent crime and strengthen public safety through a combination of community engagement, targeted enforcement, and strategic prevention initiatives. By fostering trust between law enforcement and communities, implementing data-driven enforcement in high-crime areas, and addressing root causes of violence through social services and outreach, the program seeks to create safer neighborhoods. Key components include forming multi-agency gang task forces, advancing intelligence-led policing with technology, and promoting public awareness campaigns on violence prevention. The program emphasizes accountability through robust data collection and evaluation, ensuring impactful and sustainable violence reduction strategies.

HISTORY:

FISCAL IMPACT:

None this is a NO-MATCH grant

RESOLUTION NO. 2025-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING APPLICATION FOR GRANT APPLICATION SUBMISSION AND SIGNATORY RIGHTS FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE OFFICE OF THE GOVERNOR PROJECT SAFE NEIGHBORHOODS GRANT PROGRAM, FY2026.

WHEREAS, the City of La Marque, Texas is in preparation of an application for the Office of the Governor Project Safe Neighborhoods Grant Program, FY2026; and

WHEREAS, the City of La Marque, Texas finds it in the best interest of the citizens of the City of La Marque that the city be operated for the FY 2026; and

WHEREAS, it is necessary to appoint persons to execute contractual application documents directly pertaining to the application submittal to the Office of the Governor Project Safe Neighborhoods Grant Program, FY2026; and

WHEREAS, the City of La Marque, Texas, acknowledges that if an authorized signatory of the City changes (elections, illness, resignations, etc.), the City shall provide them with a resolution stating the new authorized signatory shall be and

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

The City of La Marque designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Marque, Texas, approves the submission of the grant applications for the Office of the Governor Project Safe Neighborhoods Grant Program, FY2026.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk

Name:

Project Safe Neighborhoods Grant Program, FY2026

Available
12/16/2024

Due Date
02/13/2025

Purpose:

The purpose of this announcement is to solicit applications for projects that are designed to create and foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and felonious possession and use of firearms.

Available Funding:

Federal funds are authorized under 34 U.S.C. §60702 Project Safe Neighborhoods Block Grant Program (PSN). PSN funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

Applications may be submitted by public and private institutions of higher education, independent school districts, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	10/01/2025

Project Period:

Projects must begin on or after 10/01/2025 and may not exceed a 12-month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may only be used to foster and improve existing partnerships between federal, state, local, tribal, and territorial law enforcement officials, including the United States Attorney in each Federal judicial district, prosecutors, and community-based partners representing members of the community affected by increased violence, victims' advocates, and researchers to create safer neighborhoods through sustained reductions in violent crimes by:

1. Developing and executing comprehensive strategic plans to reduce violent crimes, including the enforcement of gun laws, and prioritizing efforts focused on identified subsets of individuals or organizations responsible for increasing violence in a particular geographic area;
2. Developing evidence-based and data-driven intervention and prevention initiatives, including juvenile justice projects and activities which may include street-level outreach, conflict mediation, provision of treatment and social services, and the changing of community norms, in order to reduce violence and foster community trust in law enforcement entities; and
3. Effectively utilizing intelligence and data to identify violent crime drivers and individuals at risk of violence victimization or perpetration and collecting data on outcomes achieved

through the Program, including the effect on the violent crime rate, incarceration rate, and recidivism rate of the jurisdiction.

Eligible Costs:

1. Salary, wage, and fringe benefits of individuals supporting the PSN project;
2. Overtime compensation of individuals supporting the PSN project;
3. Workshops and events associated with the support of the PSN project (pending approval by Office of Justice Programs, Bureau of Justice Assistance);
4. Travel associated with implementation and evaluation of the PSN project;
5. Equipment purchased to support the execution of the PSN project; and
6. Printing, publication, and duplication of materials that support the PSN project.

Program-Specific Requirements

Project Safe Neighborhoods Design Features

Applications must address 1 of 4 PSN design features:

Community Engagement. The main focus of this PSN design feature is programs that foster meaningful engagement between and among communities, law enforcement, prosecutors, and other stakeholders as an essential component of an effective violence reduction strategy. Ongoing engagement involves open communication and builds relationships, trust, and shared public safety values between community members and law enforcement.

Focused and Strategic Enforcement. To address violent crime, PSN initiatives often focus strategic enforcement on a limited number of problem places and the individuals driving violent crime. Violent crime is often driven by a small number of prolific offenders; they are often involved in gangs, neighborhood crews, and violent street groups and are typically concentrated in hotspots and small “micro-places” (e.g., a street segment with abandoned homes; a problem bar, gas station, or convenience store; or an open-air drug market). In some jurisdictions, intimate partner violence is the main violent crime concern. Critical elements of strategic enforcement include:

1. Understanding the most significant drivers of violence and resources;
2. Leveraging technology and analytics;
3. Developing and implementing enforcement strategies; and
4. Deterring others from engaging in violence (which could also be through public awareness about enforcement actions and available assistance).

Prevention and Intervention. Effective PSN Teams engage in problem-solving approaches that address the reduction of violent crime using all the tools at their disposal. Applicants should utilize strategies to address risk and protective factors, which often involves building relationships with representatives of agencies and organizations most suited to provide education, social

services, job training and placement, reentry programs, or similar resources to those in need. Program should include prevention and intervention activities that can provide individuals and families with skills, opportunities, and alternatives that can ultimately help to reduce violent crime in communities.

Accountability. The ultimate goal of PSN is to reduce the level of violence in our communities. Analyzing and assessing information about the incidence of violence and the effectiveness of strategies to address it are important for PSN's success and credibility. Applicants addressing this PSN design feature are required to collect and analyze relevant data that focus on outcomes—i.e. reduced violent crime. Applicants must monitor crime data over time as related to their local PSN Task Force's targeted problems and/or targeted areas.

Gang Task Forces

The PSN program requires that 30 percent of funding be allocated to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking. Applications seeking to support gang task forces will be required to provide information on the gang task force as well as list of participating agencies.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or the suspension or termination of grant funds.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will make all final funding decisions based on eligibility, reasonableness, availability of funding, geographic distribution, cost effectiveness, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds
\$TBD



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Alice Ashley

Department: Police

Agenda Item: 7.IX.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Applying for a No-Match Grant from the Office of the Governor-State Crisis Intervention Grant Program FY2026 - *Police*

STAFF BRIEFING:

Build on the success of the city's acclaimed Safe City Initiative, which has already achieved notable milestones in enhancing public safety and community well-being. Previous projects under this initiative include the Neighborhood Watch Expansion Program, which strengthened resident engagement in crime prevention; the School Safety Partnership, which improved security in schools and implemented anti-bullying campaigns; the Public Safety Technology Upgrade, which modernized surveillance infrastructure and officer communication tools; the Community Policing Initiative, which fostered trust through increased officer presence; and the Emergency Preparedness Outreach, which educated residents on disaster readiness. This grant will enable La Marque to further its commitment to public safety, ensuring a secure and resilient environment for all residents.

HISTORY:

FISCAL IMPACT:

None- this is a NO-MATCH grant

RESOLUTION NO. 2025-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING APPLICATION FOR GRANT APPLICATION SUBMISSION AND SIGNATORY RIGHTS FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE OFFICE OF THE GOVERNOR STATE HOMELAND SECURITY PROGRAM - STATE CRISIS INTERVENTION GRANT PROGRAM, FY2026.

WHEREAS, the City of La Marque, Texas, is preparing an application for the Office of the Governor State Homeland Security Program - State Crisis Intervention Grant Program, FY2026; and

WHEREAS, the City of La Marque finds it in the best interest of its citizens to participate in the State Crisis Intervention Grant Program to promote prevention, intervention, and reduction of crime and violence, and to provide essential crisis services to at-risk populations; and

WHEREAS, it is necessary to appoint an authorized official to execute contractual application documents directly pertaining to the application submittal to the Office of the Governor for the State Crisis Intervention Grant Program, FY2026; and

WHEREAS, the City of La Marque acknowledges that if an authorized signatory of the City changes (due to elections, illness, resignations, etc.), the City shall provide the Office of the Governor with a resolution stating the new authorized signatory;

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

The City of La Marque designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Marque, Texas, approves the submission of the grant application for the Office of the Governor State Homeland Security Program - State Crisis Intervention Grant Program, FY2026.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk

Name:

State Crisis Intervention Grant Program FY2026

Available

12/16/2024

Due Date

02/13/2025

Purpose:

The purpose of this announcement is to solicit applications for projects that promote the prevention, intervention, and reduction of crime and violence and provide essential crisis services to at-risk populations within Texas communities.

Available Funding:

Federal Funds are authorized under the Bipartisan Safer Communities Act established by S. 2938 to the Byrne State Crisis Intervention Program (Byrne SCIP). Byrne SCIP funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), local mental health authorities as defined in the Health and Safety Code, Sec. 533.035, local behavioral health authorities as defined in the Health and Safety Code, Sec. 533.0356, and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO’s eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Anouncemtent Release	12/16/2024

Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	10/01/2025

Project Period:

Projects must begin on or after 10/01/2025 and may not exceed a 12-month project period.

Funding Levels

Minimum: \$10,000

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems used for the prevention, intervention, and reduction of crime and violence or to provide essential crisis services, including for one or more of the following:

1. Interpersonal violence prevention and intervention programs.

State Priority Areas include:

- Domestic violence courts that hold individuals accountable (pre- and/or post-adjudication) and domestic violence high-risk teams.
- Training for investigators, prosecutors, and judges on the dynamics of interpersonal violence.
- The enhancement of current domestic violence protection order infrastructure.

2. Crisis intervention programs including crisis screening.

State Priority Areas include:

- Crisis screening response services for individuals experiencing a mental health crisis or psychiatric episode.
- Community-based crisis facilities that offer assessment, support, and services to individuals with behavioral health needs to reduce emergency room or jail utilization.
- Specialized services for at-risk youth with trauma and serious mental illness and their families.

- Expansion of mental health services to include mobile crisis outreach teams, crisis facilities, specialized counseling approaches, and peer support specialists.

3. Violent crime prevention and intervention programs including those with a focus on at-risk youth and gang-related violence.

State Priority Areas include:

- Community treatment, resources, and violence intervention programs involving a multidisciplinary approach to provide a person-centered, coordinated care response.
- Specialized training for law enforcement and other professionals that respond to high-risk situations.
- Violence prevention and intervention programs for at-risk youth.

Program-Specific Requirements

Limitation on Administrative Costs

Funds may not be used for direct administrative costs that exceed 10 percent of the total budget amount. Administrative costs are activities directly related to the management and administration of the award, which includes financial management, reporting, and program and financial monitoring. Projects must thoroughly and clearly identify the budget line items that are administrative related costs by including **[Admin]** at the beginning of the line-item description.

Behavioral Health Crisis Care

Behavioral health crisis care programs funded under this solicitation must be operated in accordance with the Substance Abuse and Mental Health Services Administration [National Guidelines for Behavioral Health Crisis Care](#).

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

5. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/>.

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or the suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

- 1. Construction, renovation, or remodeling;
- 2. Medical services;
- 3. Law enforcement equipment that is standard department issue;
- 4. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training for outside participants;
- 5. Unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems; and
- 6. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Texas State Crisis Intervention Program Committee (TSCIP) will review and score all eligible applications in an effort to prioritize funding. Scoring will be based on standard criteria that includes application requirements, State priorities and cost and program effectiveness.

Final Decisions: The Office of the Governor will convene with the TSCIP regarding all applications reviewed and other factors prior to making all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, or other relevant factors. The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds
\$TBD



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Alice Ashley

Department: Administration

Agenda Item: 7.X.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Applying for a No-Match Grant from the Office of the Governor Criminal Justice Grant Program FY2026 - *Police*

STAFF BRIEFING:

Comprehensive Crime Reduction Initiative integrates Intelligence-Led Policing, Community Violence Intervention, Victim Advocacy, Targeted Enforcement, and Community Engagement to create a holistic approach to public safety. A real-time crime center will leverage data analytics to identify high-risk areas, enabling law enforcement to deploy resources more effectively, while community partnerships will facilitate conflict resolution programs for at-risk youth and mentorship initiatives to reduce recidivism. Expanded victim advocacy programs will provide counseling, legal support, and crisis intervention, complemented by a public awareness campaign to ensure victims are informed about available resources. Specialized task forces will target violent crimes, including gun violence, human trafficking, and domestic violence, through multi-agency collaboration. Lastly, enhanced community policing efforts and public safety workshops will foster trust and encourage collective action against crime, creating safer and more resilient communities.

HISTORY:

FISCAL IMPACT:

None- this NO MATCH grant.

RESOLUTION NO. 2025-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING APPLICATION FOR GRANT APPLICATION SUBMISSION AND SIGNATORY RIGHTS FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE OFFICE OF THE GOVERNOR CRIME STOPPERS ASSISTANCE FUND, FY2026.

WHEREAS, the City of La Marque, Texas is in preparation of an application for the Office of the Governor Crime Stoppers Assistance Fund, FY2026; and

WHEREAS, the City of La Marque, Texas finds it in the best interest of the citizens of the City of La Marque that the city be operated for the FY 2026; and

WHEREAS, it is necessary to appoint persons to execute contractual application documents directly pertaining to the application submittal to the Office of the Governor Crime Stoppers Assistance Fund, FY2026; and

WHEREAS, the City of La Marque, Texas, acknowledges that if an authorized signatory of the City changes (elections, illness, resignations, etc.), the City shall provide them with a resolution stating the new authorized signatory shall be and

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

The City of La Marque designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Marque, Texas, approves the submission of the grant applications for the Office of the Governor Crime Stoppers Assistance Fund, FY2026.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk

Name:

Crime Stoppers Assistance Fund, FY2026

Available
12/16/2024

Due Date
02/13/2025

Purpose:

The purpose of this announcement is to solicit applications to strategically support, expand, and fund local certified Texas Crime Stoppers organizations that help protect our communities.

Available Funding:

State funds for these projects are authorized under Article 102.013 of the Texas Code of Criminal Procedure. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. PSO expects to make available \$400,000 for FY2026.

Eligible Organizations:

Applications may be submitted by organizations defined in Section 414.001(2) of the Texas Government Code as certified by the Texas Crime Stoppers Council. These organizations are certified to receive repayments under Articles 37.073 and 42.152 of the Texas Code of Criminal Procedure, or payments from a defendant under Article 42A of the Texas Code of Criminal Procedure. Section 414.001(2) of the Texas Government Code defines a "crime stoppers organization" as:

1. a private, nonprofit organization that is operated on a local or statewide level, that accepts donations and expends funds for rewards to persons who submit tips under Section 414.0015(a), and that forwards the information received from tips to the appropriate law enforcement agency, school district, or open-enrollment charter school; or
2. a public organization that is operated on a local or statewide level, that pays rewards to persons who submit tips under Section 414.0015(a), and that forwards the information received from tips to the appropriate law enforcement agency, school district, or open-enrollment charter school.

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	09/01/2025

Project Period:

Projects must begin on or after 09/01/2025 and may not exceed a 12-month project period.

Funding Levels

Minimum request is \$2,500.

Maximum request is:

- Up to \$10,000 for certified Crime Stoppers organizations (Standalone or Campus).
- Up to \$15,000 for certified Crime Stoppers organizations that support or seek to initiate both an adult (Standalone) crime stoppers tipline/program and an umbrella campus or Safe School tipline/program.
- Certified Standalone Campus Crime Stoppers organizations that service fifty or more campuses may apply for up to an additional \$5,000.
- Crime Stoppers organizations preselected and approved by Texas Crime Stoppers to host either the annual Crime Stoppers conference or the annual Campus Crime Stoppers conference may apply for up to \$50,000 to fund reasonable and actual costs associated with hosting the conference.
- Crime Stoppers organizations preselected and approved by Texas Crime Stoppers to provide statewide training may apply for up to \$50,000 to fund reasonable and actual costs associated with Basic Crime Stoppers Training Courses, Ambassador Leadership Retreat, and other identified training events.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

The following list of eligible activities and costs apply generally to all certified Crime Stoppers organizations under this announcement, unless otherwise noted in the purpose area-specific sections below.

1. Training, professional development, or technical assistance;
2. Contractual and professional services;
3. Salaries for non-law enforcement staff directly employed by non-profit crime stoppers programs;
4. Travel to Texas Crime Stoppers Council approved trainings;
5. Supplies (including equipment under \$5,000.00) and direct operating expenses (including up to \$500 for Directors and Officers liability insurance);
6. Advertising and public relations costs intrinsic to or promoting crime stoppers programs; and
7. Computerized tip management software.

Program-Specific Requirements

Crime Stoppers organizations should procure, operate, and maintain a tip management system, which receives information from individuals. The system must guarantee anonymity, must forward the information to the appropriate agency, pay rewards, and provide statistical reports.

In order to strengthen and promote school safety, Crime Stoppers organizations who receive grant assistance must demonstrate a good faith effort to initiate or expand campus Crime Stoppers programming within public, private, and/or charter school campuses in their community. Resources and information on how to operate a campus Crime Stoppers program are available from PSO.

Project Narrative

Guidance on specific sections of the eGrants application's Narrative tab:

- **Project Abstract:** Summarize information in the other project narrative boxes. Do not offer general information or statistics about the program or the served community.
- **Problem Statement:** Describe the unmet need that funding will allow to be addressed.
- **Supporting Data:** Enter "N/A".
- **Project Approach and Activities:** Applicants wishing to initiate a campus crime stoppers program should detail their timeline and plan.
- **Capacity and Capabilities:** Enter "N/A".
- **Performance Management:** Enter "N/A".
- **Target Group:** Applicants operating or initiating a campus crime stoppers program should list the campuses to be served and the total number of students on each campus.
- **Evidence-Based Practices:** Enter "N/A".

Budget

For project budgets, only multiples of identical items should be grouped into one line-item. Different expenses, trainings, events, etc., must be broken out into separate line-items.

Eligibility Requirements

1. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

2. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).

3. Eligible applicants must submit the required 2024 Probation Fee and Repayment Report (PFRR) to Texas Crime Stoppers by January 31, 2025.

4. Eligible applicants must submit the required 2024 Statistical Reports (in the format and manner prescribed by PSO) to Texas Crime Stoppers by January 31, 2025.

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Salaries for law enforcement coordinators or other public employees who support crime stoppers programs as part of any current employment;
2. Construction, renovation, or remodeling;
3. Medical services;
4. Fundraising;
5. Promotional gifts;
6. Law enforcement equipment that is standard department issue; and
7. Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows and sports events, meals, lodging, rentals, transportation, and gratuities) unless there is a clear programmatic purpose and the costs are approved in advance by PSO; and
8. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement, to understand the overall demand for the program and to identify significant variations in costs per item. After this review, the Office of the Governor will determine if eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Timely submission of the Probation Fee and Repayment Report and Statistics Reports are a requirement of funding.

Peer/Merit Review: The Office of the Governor will review all applications for quality, capability, and past performance. Other factors may be considered in determining which programs to fund. Factors might include geographic distribution, fairness among different sizes of population areas and need based on crime rate or other similar factors, including economic factors. Additionally, preference will be given to any of the following:

- Projects that support the organization's campus program expansion efforts.
- Projects that support participation in the annual conferences.
- Projects that support information systems such as tip management software, answering services, phone service, or web hosting services.
- Financial need of the organization based on Annual Probation Fee and Repayment Report (PFRR).

Final Decisions: The Office of the Governor will make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, PSO or state government priorities and strategies, legislative directives, need, geographic distribution, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds
\$400,000



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Alice Ashley

Department: Police

Agenda Item: 7.XI.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Applying for a No-Match Grant for the Sexual Assault Evidence Testing Grant Program, FY2026
- *Police*

STAFF BRIEFING:

No Match-Grant Program to address cold case DNA testing needs. The program provides financial support for forensic analysis associated with sexual assault or other sex offenses.

HISTORY:

This is to assist the new Cold Case Detective

FISCAL IMPACT:

None - this is a NO-MATCH grant.

RESOLUTION NO. 2025-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING APPLICATION FOR GRANT APPLICATION SUBMISSION AND SIGNATORY RIGHTS FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE OFFICE OF THE GOVERNOR SEXUAL ASSAULT EVIDENCE TESTING GRANT PROGRAM, FY2026.

WHEREAS, the City of La Marque, Texas is in preparation of an application for the Office of the Governor Sexual Assault Evidence Testing Grant Program, FY2026; and

WHEREAS, the City of La Marque, Texas finds it in the best interest of the citizens of the City of La Marque that the city be operated for the FY 2026; and

WHEREAS, it is necessary to appoint persons to execute contractual application documents directly pertaining to the application submittal to the Office of the Governor Sexual Assault Evidence Testing Grant Program, FY2026; and

WHEREAS, the City of La Marque, Texas, acknowledges that if an authorized signatory of the City changes (elections, illness, resignations, etc.), the City shall provide them with a resolution stating the new authorized signatory shall be and

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

The City of La Marque designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Marque, Texas, approves the submission of the grant applications for the Office of the Governor Sexual Assault Evidence Testing Grant Program, FY2026.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, **2025**.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk

Name:

Sexual Assault Evidence Testing Grant Program, FY2026

Available

12/16/2024

Due Date

02/13/2025

Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies for costs associated with the forensic analysis of physical evidence in relation to sexual assault or other sex offenses.

Available Funding:

State funds for these projects are authorized under Section 772.00716 of the Texas Government Code. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$2M for FY2026.

Eligible Organizations:

Applications may be submitted by local units of government that operate a law enforcement agency. All applications submitted by law enforcement agencies must be submitted by a unit of government affiliated with the office, including an authorizing resolution from that unit of government.

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	09/01/2025

Project Period:

Projects must begin on or after 09/01/2025 and may not exceed a 12 month project period.

Funding Levels

Minimum: \$10,000

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for costs associated with the forensic analysis of physical evidence in relation to sexual assault or other sex offenses.

Allowable uses of funds are limited to the screening, processing, testing, and/or entering relevant information into CODIS for sexual assault evidence collection kits (SAK):

1. Overtime or temporary/contract workers who screen and/or process SAKs;
2. Contractual services for the screening and/or processing of SAKs (originating lab is required to submit all DNA profiles into CODIS);
3. Supplies and equipment used in the screening and/or processing of SAKs; and

4. Salaries and benefits for workers who screen and/or process SAKs.

Program-Specific Requirements

Texas Forensic Science Commission Accreditation. Applicants may only utilize accredited laboratories that comply with state regulations and rules for accreditation, including forensic analyst licensing for mandatory disciplines, promulgated by the Texas Forensic Science Commission in the Texas Administrative Code, Title 37, Part 15, Chapter 651. A list of all accredited labs may be found at:

<http://www.txcourts.gov/fsc/accreditation/>

Combined DNA Index System (CODIS). When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or the suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
4. Indirect costs;
5. Forensic analysis of physical evidence that is not related to sexual assault or other sex offenses; and
6. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

Applications will then be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds

\$2 Million



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Agenda Item: 7.XII.

Prepared by: _____

Reviewed by: _____

Department: Finance

AGENDA ITEM DESCRIPTION:

Authorizing the City Manager upon final approval of the City Attorney to sign a contract with OpenGov, Inc., in the amount of \$721,180.83 for the provision of financial management software - *Finance*

STAFF BRIEFING:

The Finance Department put out a bid for Financial Software with the plan to use ARPA funding. This contract outlines the scope of work for the implementation, integration, installation, training, and warranty support for the OpenGov Software Suite, to be used by the City of La Marque. This project aims to enhance operational efficiency, data management, and transparency by deploying a fully integrated financial and operational management platform.

HISTORY:

October 1, 2024 - Bid opening for Financial Software
November 7, 2024 - Bid closed

FISCAL IMPACT:

\$721,180.83



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Amanda Hobby

Department: Public Works

Agenda Item: 7.XIII.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Requesting approval to purchase two (2) awnings utilizing the Parks User Fee to install at Westlawn Park for the amount of \$5,770.00 - *Public Works*

STAFF BRIEFING:

Westlawn Park is considered a small pocket park located at 3010 Melody, La Marque, Texas 77568. City staff along with Parks Board have been working on improving the small pocket parks throughout the city. Last year, we had concrete pads installed at Westlawn Park and added picnic benches, but Parks Board have requested for awnings to be installed to provide shade for the citizens.

HISTORY:

FISCAL IMPACT:

Parks User Fee - \$5,770.00

12.05.2024 / @William Hanna



City of La Marque Park Covers McGaffey Park Patios

City of La Marque

Title	Quantity	Price per unit	Amount
Mac McGaffey Highland Bayou Park Covers			
23'x14' Freestanding patio cover with 4 posts total	1	\$ 3,478.00	\$ 3,478.00
6" Frame	1	\$ 0.00	\$ 0.00
6" Galvanized frame with doubled trusses, Galvalume roof sheets, 4"x4" Galvanized posts and trimmed to your choice of color			
Windstorm	1	\$ 0.00	\$ 0.00
Built to EXCEED the Texas Windstorm Code. We have been building covers on the coast for over 30 years and we know how to make them last			
Engineer-stamped drawing & WPI-8 Certification	1	\$ 400.00	\$ 400.00
15'x13' Freestanding patio cover with 4 posts total	1	\$ 2,485.00	\$ 2,485.00
4" galvanized frame	1	\$ 0.00	\$ 0.00
4" Galvanized frame with doubled trusses, Galvalume roof sheets, 4"x4" Galvanized posts and trimmed to your choice of color			
Windstorm	1	\$ 0.00	\$ 0.00
Built to EXCEED the Texas Windstorm Code. We have been building covers on the coast for over 30 years and we know how to make them last			
Engineer-stamped drawing & WPI-8 Certification	1	\$ 400.00	\$ 400.00
Total:			\$ 6,763.00

Grand Total

Title	Quantity	Price per unit	Amount
	1	\$ 6,763.00	\$ 6,763.00
Grand Total:			\$ 6,763.00

Payment Terms

Deposit payment 25%: \$ 1,690.75

12.05.2024 / @William Hanna



City of La Marque Park Covers West Lawn Park Patios

City of La Marque

Title	Quantity	Price per unit	Amount
West Lawn Park Covers			
14'x14' Freestanding patio cover with 4 posts total	2	\$ 2,485.00	\$ 4,970.00
4" galvanized frame	2	\$ 0.00	\$ 0.00
4" Galvanized frame with doubled trusses, Galvalume roof sheets, 4"x4" Galvanized posts and trimmed to your choice of color.			
Windstorm	2	\$ 0.00	\$ 0.00
Built to EXCEED the Texas Windstorm Code. We have been building covers on the coast for over 30 years and we know how to make them last.			
Engineer-stamped drawing & WPI-8 Certification	2	\$ 400.00	\$ 800.00
Total:			\$ 5,770.00

Grand Total

Title	Quantity	Price per unit	Amount
	1	\$ 5,770.00	\$ 5,770.00
Grand Total:			\$ 5,770.00

Payment Terms

Deposit payment 25%: \$ 1,442.50

Terms of Use

Quote good for 30 days
Balance due upon completion



ABC AWNING COMPANY

December 10, 2024

(713) 645-4281
Fax (713) 645-3646
3703 Broadway
Houston, Texas 77017
sales@abccarports.com

City Of La Marque
1991 Getty Rd
La Marque, Texas
Amanda – 409-795-7996

Jobsite – Highland Bayou Park – 1991 Getty Rd

ABC Awning Company proposes to build one freestanding metal cover (1) 15' x 13' x 8' high.
The covers will be built to the 160mph wind code specifications.

Sheeting -----Baked enamel finish steel "PBU" panels, Solar White.

Frame-----6"x 2½" galvanized finish steel "Cee" beams

Posts -----3" x 3" hot dipped galvanized finish, concreted in ground.

Trim -----your choice of available colors

Total construction -----\$ 4,108.73

Thank you for calling ABC Awning Company. Please call if I can be of any further assistance.

Sincerely,

Ozid "Ozzie" Rios
Sales Representative
ABC Awning Company
713-645-4281 office
281-635-5583 cell

www.abccarports.com
STEEL PATIOS AND CARPORTS



ABC AWNING COMPANY

December 10, 2024

(713) 645-4281
Fax (713) 645-3646
3703 Broadway
Houston, Texas 77017
sales@abccarports.com

City Of La Marque
1991 Getty Rd
La Marque, Texas
Amanda – 409-795-7996

Jobsite – Highland Bayou Park – 1991 Getty Rd

ABC Awning Company proposes to build one freestanding metal cover (1) 23' x 14' x 8' high.
The covers will be built to the 160mph wind code specifications.

Sheeting -----Baked enamel finish steel "PBU" panels, Solar White.

Frame-----8"x 2½" galvanized finish steel "Cee" beams

Posts -----4" x 4" hot dipped galvanized finish, concreted in ground.

Trim -----your choice of available colors

Total construction ----- \$ 6,944.19

Thank you for calling ABC Awning Company. Please call if I can be of any further assistance.

Sincerely,

Oziel "Ozzie" Rios
Sales Representative
ABC Awning Company
713-645-4281 office
281-635-5583 cell

www.abccarports.com
STEEL PATIOS AND CARPORTS



ABC AWNING COMPANY

December 10, 2024

(713) 645-4281
Fax (713) 645-3646
3703 Broadway
Houston, Texas 77017
sales@abccarports.com

City Of La Marque
1991 Getty Rd
La Marque, Texas
Amanda – 409-795-7996

Jobsite – Westlawn Park – 3010 Melody Dr.

ABC Awning Company proposes to build two freestanding metal covers (2) 14' x 14' x 8' high.
The covers will be built to the 160mph wind code specifications.

Sheeting -----Baked enamel finish steel "PBU" panels, Solar White.

Frame-----6"x 2½" galvanized finish steel "Cee" beams

Posts -----3" x 3" hot dipped galvanized finish, concreted in ground.

Trim -----your choice of available colors

Total construction -----\$ 8,320.68

Thank you for calling ABC Awning Company. Please call if I can be of any further assistance.

Sincerely,


Oziel "Ozzie" Baos
Sales Representative
ABC Awning Company
713-645-4281 office
281-635-5583 cell

www.abccarports.com
STEEL PATIOS AND CARPORTS

Childers Carports & Structures

Pre-Engineered, Pre-fabricated Galv.
Steel Protective Canopy Structures

Qte. Save: City of La Marque SS-9 TX.

Qte. Date: 1-9-25

Bid Date:

MANUFACTURERS REPRESENTATIVE

Company: Childers Inc.
Contact: R.B. Talley II
Phone #: 713-460-2181
Email: rbt@childersonline.com

ARCHITECT

Company: NONE
Contact:
Phone #: 713-993-0439
Email:

Acknowledged Addenda: None

CUSTOMER

Company: City of La Marque
Contact: Amanda Hobby
Phone #: 409-795-7996
Email: a.hobby@cityoflamarque.org

PROJECT

Name of Project: City of La Marque
Type of Project: Covered Parking
City & State: La Marque, Texas

Ref. Spec. Section: Childers Standard Specification

BASE BID Model: SS-9	with Concrete
Materials: \$ 17,900	
Tax: N/A % N/A	
Freight: INCLUDED	
Labor: \$ 11,800	(Optional)
*TOTAL: \$ 29,700	

ENGINEERING
Live Ld: 20 psf Wind Load: 140 MPH Wind Exp: B
Uniformed Dist. load, snow drift is not considered.
NO Registered Engineer Seal included.
Shop Drawings Will Be provided.
Carspaces N/A Canopy Area 909 Square Feet

Prices valid for 30 days. Lead Times: 2-3 wks. Shop dwgs. & 8-9 wks. to fabricate after approval.

DESCRIPTION: Model: SS-9 14' x 14', 14' x 14', 13' x 15' & 14' x 23' with 8'-0" Clear Height, Various Bays, 1/4 on 12 Single Slope, 6-1/2" Flat Trim & Embedded Columns.

This Quote is Per Childers Standard Design, Materials and Specifications.

Concrete Material for Footings is Included

ADD \$ 2,800 for Texas Engineer Seal if Required.

** Installation to Take Place at Childers DISCRETION and as Schedule Permits.*

26 ga. Roof Deck & Trim: Painted Standard Colors***

***Framing: Bare Galvanized (Non-Painted)

EXCLUSIONS & QUALIFICATIONS: Canopies to Follow Slope of Site. Painting of Framing, Field Measuring, Any Saw Cutting of Concrete, Flashing, Gutters, Downspouts, Marking Underground Lines, Any Drilling of Rock or Hard Soil Conditions, Spread Footings, Dumpster for Trash & Footing Dirt Spoils Removal, Repairing Any Damage to Grass, Landscaping or Paving from use of Equipment needed to Install Canopies, Any Electrical Work, Inspections, Prof. Liability Ins., Testing, Licenses, Permits, Bonds & Fees are ALL Excluded & by Customer!!

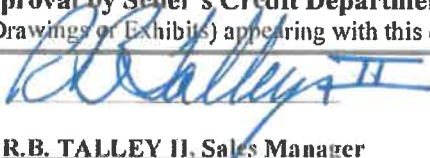
We are Bidding our Std. Childers Pre-Fab, Pre-Eng. (SS-9) Canopy System.

We are NOT Responsible for Color Consistency of Galvanized Material.

Priced Based on Shipping & Installing all Material at One Time.

Please Sign, Date & Title Below & Fax Back to Start your Order.

***TERMS of PAYMENT:** Mat'l. 50% Down Pmt. Rest Net 30 Days **Installation:** 50% Down, Rest Net 30 Days
subject to approval by Seller's Credit Department. All terms and conditions (General Conditions, Continuations, Attachments, Drawings or Exhibits) appearing with this quotation are an integral part thereof.

Approved By: 

Accepted By: _____

Title: **R.B. TALLEY II, Sales Manager**

Title: _____ Date: _____

11711 Brittmoore Park Drive- Houston, Texas 77041

Phone: (713) 460-2181 Fax: (713) 460-2566

NIGP Commodity Book Class 870

The National Institute of Governmental Purchasing (NIGP) Commodity Book has been prepared for the use of bidders, vendors, and state agency personnel.
The State of Texas has marked certain codes for information technology and related commodities and services as Automated Information System (AIS).

awnings

Clear

☒ All ☐ AIS Only ☐ Non AIS Only

[Back to Numeric Index](#) ↩

[Download Table](#) ⬇

Class Code	Item Code ↕	AIS	Description
870	00	No	VENETIAN BLINDS, AWNINGS, AND SHADES
870	10	No	Awnings, Cloth
870	20	No	Awnings, Metal and Wood
870	22	No	Awnings, Vinyl
870	95	No	Recycled Awnings, Venetian and Vertical Blinds, and Shades

Revised January 2016

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CITY OF LA MARQUE, TEXAS

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CONTACT AND QUOTATION DOCUMENTATION

For all purchases over \$3,000 and below \$25,000

In compliance with Chapter 252.0215 of the Texas Local Government Code the department originating this purchase requisition certifies that:

1	Requisition Date:	January 13, 2025
2	Description of the Goods or Services:	Awnings for Highland Bayou and Westlawn Park
3	Requesting Department:	Public Works
4	Requisition By:	Amanda Hobby
5	Total Amount of Purchase:	\$12,533.00

SELECT ONLY ONE (6, 7, OR 8)

_____ 6. The following Galveston County Historically Underutilized Businesses were identified and contacted concerning this purchase:

HUB Name:		HUB Name:	
HUB Name:		HUB Name:	

X _____ 7. No applicable Galveston County HUB's were identified from the General Services Commission listing; therefore the City is exempt from HUB contact requirements for this purchase.

_____ 8. This purchase is exempt from HUB contact requirements because it is covered under General Exemption No. _____.
(See below)

Local Government Code Chapter 252.022 General Exemptions:

1. A purchase made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the City residents or to preserve the property of the City.
2. A purchase necessary to preserve or protect the public health or safety of the City's residents.
3. A purchase necessary because of unforeseen damage to public machinery, equipment or other property.
4. A purchase for personal, professional or planning services.
5. A purchase for work that is performed and paid for by the day as the work progresses.
6. A purchase of land or right-of-way.
7. A purchase of items that are available from only one source.
8. A purchase of rare books, papers and other library materials for a public library.
9. Paving drainage, street widening, and other public improvements, or related matters, if at least 1/3 of the cost is to be paid by or through special assessments levied on the property that will benefit from the improvements.
10. A public improvement project, authorized by the voters of the City, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters.
11. A payment under contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212 of the Texas Local Government Code.
12. A Personal Property sold:
 - a. At an auction by a state licensed auctioneer;
 - b. At a going out of business sale held in compliance with Subchapter F, Chapter 17, Business Commercial Code;
 - c. By a political subdivision or state agency of Texas, or the federal government;
 - d. Under an Interlocal contract for cooperative purchasing (e.g. State Contract, H-GAC, Texas Association of School Boards)
13. Services performed by blind or severely disabled persons.
14. Goods purchased by a municipality for subsequent retail sale by the municipality.
15. Electricity.



Search For Vendors

Please Fill out a Survey

Related Links

CMBL/HUB Directory Search Tips

Register For CMBL - HUB

HUB Mentor Protege Agreement Listing

System for Award Management (EPLS)

Debarred Vendors List

Vendor Performance Report Search

 Sorry, No vendors found for the search condition entered.
Search Condition : SearchType=HUB's Only,Section1 Class
Code=870,Section1 Item(s)=(20),Location County=Galveston

Centralized Master Bidders List - HUB Directory Search

 Read More...

SEARCH FOR

- ☐ CMBL Only
- ☒ HUBs Only
- ☐ HUBs On CMBL
- ☐ All Vendors

► **SINGLE VENDOR SEARCH**

▼ **MULTIPLE VENDOR SEARCH**

	NIGP Class Code	Items	Highway District(s)
Selection1	870	20	
Selection2			
Selection3			

▼ BUSINESS CATEGORY / VENDOR LOCATION SEARCH

Business Category

Select ▼

County Location

Galveston ▼

City Location

begins with ▼

Zip Code Location

exact ▼

Highway District(s) Location

► SELECT FIELDS FOR OUTPUT

► OUTPUT OPTIONS



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Agenda Item: 7.XIV.

Prepared by: _____

Reviewed by: _____

Department: Development Services

AGENDA ITEM DESCRIPTION:

Discussion / possible action on whether to initiate the zoning amendment process for a portion of a city block of real property currently zoned as General Commercial commonly known as 4715 Patridge Street; 4711 Patridge Street; 4707 Patridge Street and 4705 Patridge Street to Single Family Residential and provide appropriate direction to the City Manager - *Development Services*

STAFF BRIEFING:

Property owner of Parcel ID 132682 (4715 Patridge), currently zoned C-1 General Commercial, requested to amend Official Zoning Map to R-1 Single Family Residential. This parcel is a vacant lot, however, the other three lots on the same side of Patridge St. have existing single family homes, but also zoned C-1 General Commercial.

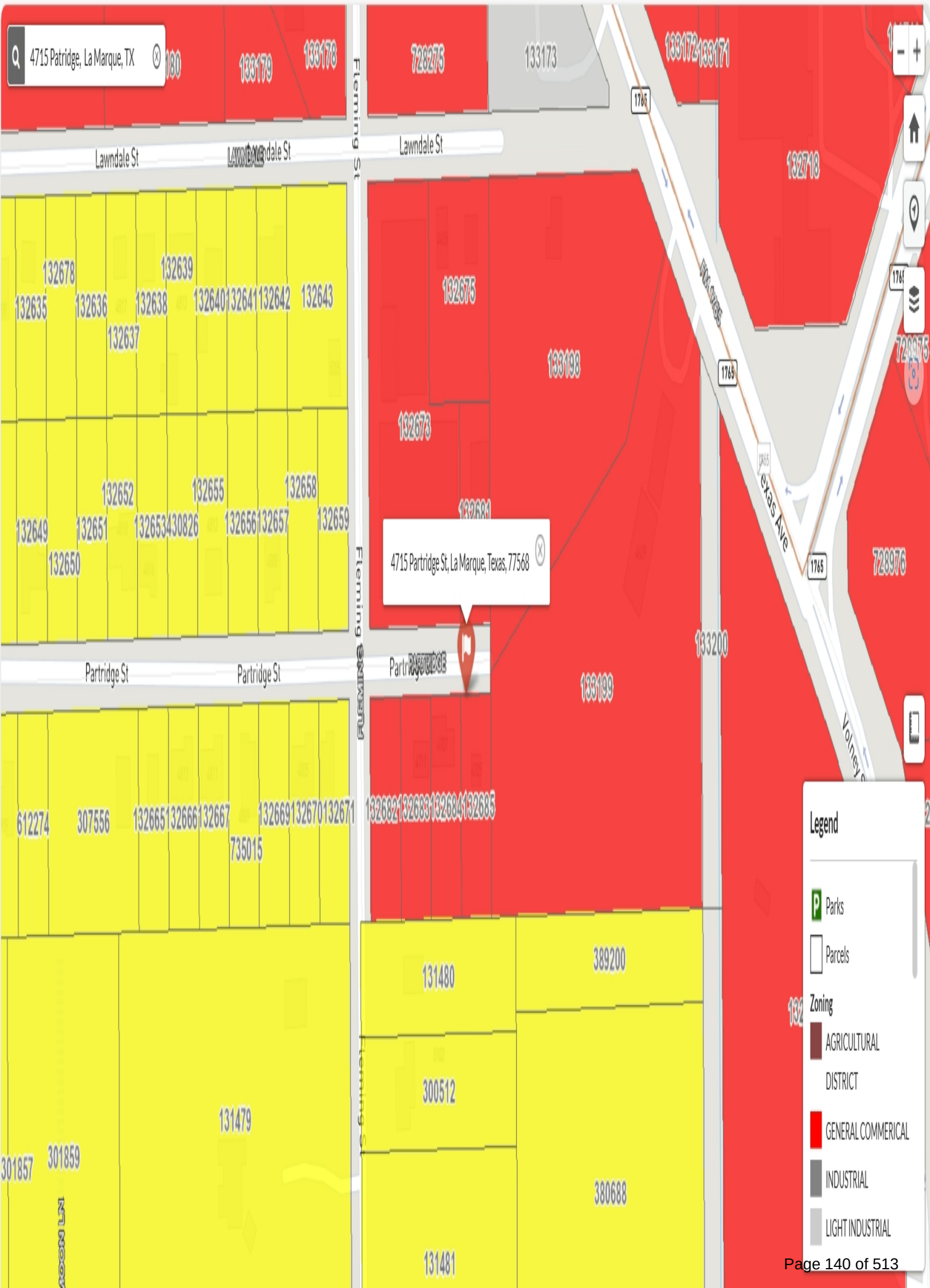
HISTORY:

06/01/2021 - Ordinance No. O-2021-0009 Amended Updated Official Zoning Map adopted
12/04/2024 - Jack Mazola began appearing in Permits Office to get the zoning changed

FISCAL IMPACT:

Unknown

4715 Partridge, La Marque, TX



4715 Partridge St, La Marque, Texas, 77568

Legend

- Parks
- Parcels
- Zoning**
 - AGRICULTURAL
 - GENERAL COMMERCIAL
 - INDUSTRIAL
 - LIGHT INDUSTRIAL

Galveston CAD Property Search

Property Details

Account		
Property ID:	132683	Geographic ID: 3575-0000-0058-000
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	4711 PARTRIDGE LA MARQUE, TX 77568	
Map ID:	260-C	Mapsco:
Legal Description:	ABST 2 S F AUSTIN SUR LOT 58 GILBERT & NELSON UNRECORDED SUB***DEFERRAL***	
Abstract/Subdivision:	S3575	
Neighborhood:	(4895) MAINLAND HOMESTEADS	
Owner		
Owner ID:	207567	
Name:	RIVERA REYNALDO & TERESA	
Agent:		
Mailing Address:	4711 PARTRIDGE ST LA MARQUE, TX 77568-3018	
% Ownership:	100.0%	
Exemptions:	HS - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$98,160 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$46,900 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$145,060 (=)

Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$145,060 (=)
HS Cap Loss: ⓘ	\$107,788 (-)
Circuit Breaker: ⓘ	\$0 (-)
Assessed Value:	\$37,272
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: RIVERA REYNALDO & TERESA %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
GGA	GALVESTON COUNTY	0.333460	\$145,060	\$0	\$0.00	\$0.00
J05	MAINLAND COLLEGE	0.267100	\$145,060	\$5,818	\$15.54	\$0.00
CAD	APPRAISAL DISTRICT	0.000000	\$145,060	\$37,272	\$0.00	
S14	HITCHCOCK ISD	1.066900	\$145,060	\$0	\$0.00	\$0.00
C32	LA MARQUE CITY	0.398501	\$145,060	\$17,272	\$68.83	\$17.00
RFL	CO ROAD & FLOOD	0.000040	\$145,060	\$0	\$0.00	
D02	DRAINAGE #2	0.044140	\$145,060	\$12,272	\$5.42	

Total Tax Rate: 2.110141

Current Estimated Taxes: \$22.42

Estimated Taxes Without Exemptions or Limitations: \$3,060.99

Galveston CAD Property Search

Property Details

Account		
Property ID:	132682	Geographic ID: 3575-0000-0057-000
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	4715 PARTRIDGE LA MARQUE, TX 77568	
Map ID:	259-D	Mapsco:
Legal Description:	ABST 2 S F AUSTIN SUR LOT 57 GILBERT & NELSON UNRECORDED SUB	
Abstract/Subdivision:	S3575	
Neighborhood:	(4895) MAINLAND HOMESTEADS	
Owner		
Owner ID:	585604	
Name:	DANTE ENTERPRISES INC	
Agent:		
Mailing Address:	21 S FLAMINGO ST LA MARQUE, TX 77568-6529	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$46,900 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$46,900 (=)
Agricultural Value Loss: ⓘ	\$0 (-)

Appraised Value:	\$46,900 (=)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$25,180 (-)
Assessed Value:	\$21,720
Ag Use Value:	\$0
Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Owner: DANTE ENTERPRISES INC %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
GGA	GALVESTON COUNTY	0.333460	\$46,900	\$21,720	\$72.43	
J05	MAINLAND COLLEGE	0.267100	\$46,900	\$21,720	\$58.01	
CAD	APPRAISAL DISTRICT	0.000000	\$46,900	\$21,720	\$0.00	
S14	HITCHCOCK ISD	1.066900	\$46,900	\$21,720	\$231.73	
C32	LA MARQUE CITY	0.398501	\$46,900	\$21,720	\$86.55	
RFL	CO ROAD & FLOOD	0.000040	\$46,900	\$21,720	\$0.01	
D02	DRAINAGE #2	0.044140	\$46,900	\$21,720	\$9.59	

Total Tax Rate: 2.110141

Current Estimated Taxes: \$458.32

Estimated Taxes Without Exemptions or Limitations: \$989.66

Galveston CAD Property Search

Property Details

Account		
Property ID:	132685	Geographic ID: 3575-0000-0060-000
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	4705 PARTRIDGE ST LA MARQUE, TX 77568	
Map ID:	260-C	Mapsco:
Legal Description:	ABST 2 S F AUSTIN SUR LOT 60 GILBERT & NELSON UNRECORDED SUB	
Abstract/Subdivision:	S3575	
Neighborhood:	(4895) MAINLAND HOMESTEADS	
Owner		
Owner ID:	207567	
Name:	RIVERA REYNALDO & TERESA	
Agent:		
Mailing Address:	4711 PARTRIDGE ST LA MARQUE, TX 77568-3018	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$1,500 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$46,900 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$48,400 (=)
Agricultural Value Loss: ⓘ	\$0 (-)

Appraised Value:	\$48,400 (=)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$24,880 (-)
Assessed Value:	\$23,520
Ag Use Value:	\$0
Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.	

Property Taxing Jurisdiction

Owner: RIVERA REYNALDO & TERESA %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
GGA	GALVESTON COUNTY	0.333460	\$48,400	\$23,520	\$78.43	
J05	MAINLAND COLLEGE	0.267100	\$48,400	\$23,520	\$62.82	
CAD	APPRAISAL DISTRICT	0.000000	\$48,400	\$23,520	\$0.00	
S14	HITCHCOCK ISD	1.066900	\$48,400	\$23,520	\$250.93	
C32	LA MARQUE CITY	0.398501	\$48,400	\$23,520	\$93.73	
RFL	CO ROAD & FLOOD	0.000040	\$48,400	\$23,520	\$0.01	
D02	DRAINAGE #2	0.044140	\$48,400	\$23,520	\$10.38	

Total Tax Rate: 2.110141

Current Estimated Taxes: \$496.30

Estimated Taxes Without Exemptions or Limitations: \$1,021.30

Galveston CAD Property Search

Property Details

Account		
Property ID:	132684	Geographic ID: 3575-0000-0059-000
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	4707 PARTRIDGE LA MARQUE, TX 77568	
Map ID:	260-C	Mapsco:
Legal Description:	ABST 2 S F AUSTIN SUR LOT 59 GILBERT & NELSON UNRECORDED SUB	
Abstract/Subdivision:	S3575	
Neighborhood:	(4895) MAINLAND HOMESTEADS	
Owner		
Owner ID:	667403	
Name:	COMPEAN RICARDO & PAM	
Agent:		
Mailing Address:	4707 PARTRIDGE LA MARQUE, TX 77568	
% Ownership:	100.0%	
Exemptions:	DP - HS - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$114,330 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$46,900 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$161,230 (=)

Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$161,230 (=)
HS Cap Loss: ⓘ	\$77,201 (-)
Circuit Breaker: ⓘ	\$0 (-)
Assessed Value:	\$84,029
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: COMPEAN RICARDO & PAM **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
GGA	GALVESTON COUNTY	0.333460	\$161,230	\$7,223	\$24.09	\$0.00
J05	MAINLAND COLLEGE	0.267100	\$161,230	\$43,223	\$115.45	\$17.00
CAD	APPRAISAL DISTRICT	0.000000	\$161,230	\$84,029	\$0.00	
S14	HITCHCOCK ISD	1.066900	\$161,230	\$0	\$0.00	\$0.00
C32	LA MARQUE CITY	0.398501	\$161,230	\$74,029	\$295.01	\$149.00
RFL	CO ROAD & FLOOD	0.000040	\$161,230	\$7,223	\$0.00	
D02	DRAINAGE #2	0.044140	\$161,230	\$74,029	\$32.68	

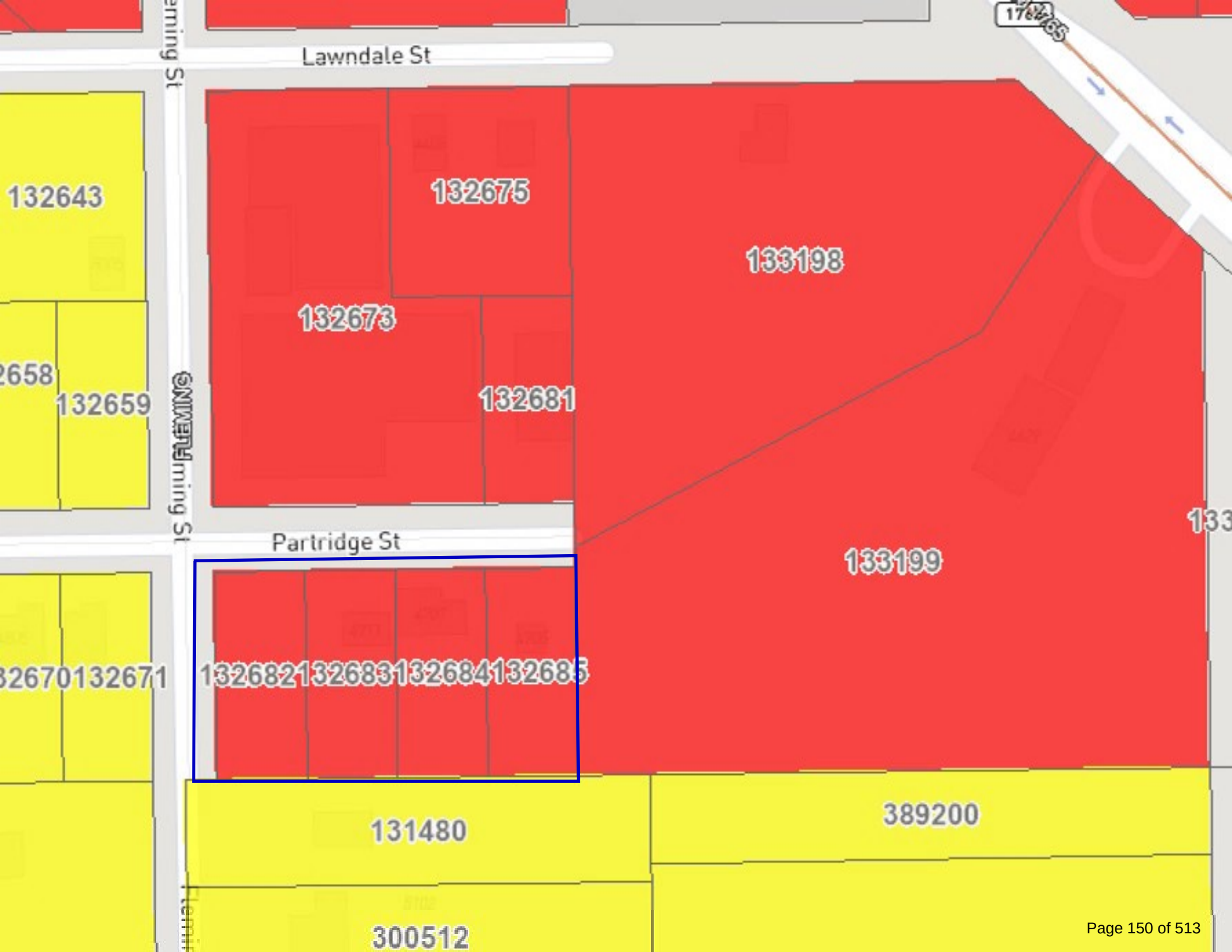
Total Tax Rate: 2.110141

Current Estimated Taxes: \$198.68

Estimated Taxes Without Exemptions or Limitations: \$3,402.18

Patridge - Aerial





Lawndale St

178265

132643

132675

133198

132673

132681

2658

132659

FLEMING St

Partridge St

133

133199

132670 132671

132682 132683 132684 132685

131480

389200

300512



CITY COUNCIL AGENDA FORM

Meeting Date: _____
Prepared by: _____
Department: _____

Agenda Item: _____
Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Request for approval to initiate the process to rezone the properties below and in the attached exhibit(s).

1. Parcel ID 132682, Being Lot Fifty-seven (57) of Gilbert & Nelson Unrecorded Subdivision, S.F. Austin Survey, Abstract 2, La Marque, TX, Galveston County, 4715 Patridge St.
2. Parcel ID 132683, Being Lot Fifty-eight (58) of Gilbert & Nelson Unrecorded Subdivision, S.F. Austin Survey, Abstract 2, La Marque, TX, Galveston County, 4711 Patridge St.
3. Parcel ID 132684, Being Lot Fifty-nine (59) of Gilbert & Nelson Unrecorded Subdivision, S.F. Austin Survey, Abstract 2, La Marque, TX, Galveston County, 4707 Patridge St.
4. Parcel ID 132685, Being Lot Sixty (60) of Gilbert & Nelson Unrecorded Subdivision, S.F. Austin Survey, Abstract 2, La Marque, TX, Galveston County, 4705 Patridge St.

STAFF BRIEFING:

Property owner of Parcel ID 132682 (4715 Patridge), currently zoned C-1 General Commercial, requested to amend Official Zoning Map to R-1 Single Family Residential. This parcel is a vacant lot, however, the other three lots on the same side of Patridge St. have existing single family homes, but also zoned C-1 General Commercial.

HISTORY:

Ordinance No. O-2021-0009 Amended Updated Official Zoning Map adopted June 1, 2021.

FISCAL IMPACT:

N/A



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025
Prepared by: _____
Department: City Clerk

Agenda Item: 8.I.
Reviewed by: _____

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month November Year 2024

Municipal Court for the City of La Marque

Presiding Judge Kerry Pettijohn

If new, date assumed office _____

Court Mailing Address 1111 Bayou Road

City La Marque, Tx Zip 77568

Phone Number (409) 938-9245

Fax Number _____

Court's Public Email court@cityoflamarque.org

Court's Website www.ci.la-marque.tx.us

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by Stacy Froeschner

Date 2024-12-02 Phone Number _____

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (737) 295-2330
FAX: (512) 463-1648

CRIMINAL SECTION

Court			Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month	November	Year 2024	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:			6,035	0	3	3,304	1,862	395
a. Active Cases			1,417	0	2	204	182	87
b. Inactive Cases			4,618	0	1	3,100	1,680	308
2. New Cases Filed During Month			238	0	0	57	52	13
3. Cases Reactivated			91	0	0	56	32	11
4. All Other Cases Added			0	0	0	0	0	0
5. Total Cases on Docket (Sum of Lines 1a,2,3&4)			1,746	0	2	317	266	111
6. Dispositions Prior to Court Appearance of Trial:								
a. Uncontested Dispositions (Disposed without appearance before a judge (CCP Art. 27.14))			241	0	0	45	48	9
b. Dismissed by Prosecution			11	0	0	1	3	0
7. Final Disposition in Open Court or at Trial:								
a. Convictions								
1) Guilty Plea or Nolo Contendere			1	0	0	0	0	3
2) By the Court			0	0	0	0	0	0
3) By the Jury			0	0	0	0	0	0
b. Acquittals:								
1) By the Court			0	0	0	0	0	0
2) By the Jury			0	0	0	0	0	0
c. Dismissed by Prosecution			0	0	0	0	0	0
8. Compliance Dismissals:								
a. After Driver Safety Course (CCP, Art. 45.0511)			13					
b. After Deferred Disposition (CCP, Art. 45.051)			72	0	0	4	6	6
c. City After Teen Court (CCP, Art. 45.052)			0	0	0	0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)							0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)						0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)			4					
g. All Other Transportation Code Dismissals			11	0	0	0	0	0
9. All Other Dispositions			1	0	0	0	2	0
10. Total cases Disposed (Sum of lines 6,7,8&9)			354	0	0	50	59	18
11. Cases Placed on Inactive Status			121	0	1	56	45	4
12. Total Cases Pending End of Month:			5,919	0	3	3,311	1,855	390
a. Active Cases (Equals Lines 5 minus the sum of Lines 10&11)			1,271	0	1	211	162	89
b. Inactive Cases (Equals Line 1b minus Lines 3 plus Line 11)			4,648	0	2	3,100	1,693	301
13. Show Cause and Other Required Hearings Held			193	0	0	54	43	6
14. Cases Appealed:								
a. After Trial			0	0	0	0	0	0
b. Without Trial			0	0	0	0	0	0

CIVIL / ADMINISTRATIVE SECTION

Court	
Month November Year 2024	
1. Total Cases pending First of Month:	0
a. Active Cases	0
b. Inactive Cases	0
2. New Cases Filed	0
3. Cases Reactivated	0
4. All Other Cases Added	0
5. Total Cases on Docket (Sum of Lines 1a,2,3,&4)	0
DISPOSITIONS	
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial Hearing by Judge/Hearing Officer	0
10. Trial by Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed (Sum of Lines 6 thru 12)	0
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	0
a. Active Cases (Equals Line 5 minus the sum of Lines 13&14)	0
b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 14)	0
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

JUVENILE / MINOR ACTIVITY

Court	
Month November Year 2024	
1. Transportation Code Cases Filed	1
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)	0
5. Tobacco and E-Cigarettes Cases Filed (HSC, Sec. 161.252)	0
6. Truancy Cases Filed (Fam. Code, Sec. 65.003(a))	0
7. Education Code Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)	0
9. All Other Non-Traffic Fine-Only Cases Filed	0
10. Transfer to Juvenile Court:	
a. Mandatory Transfer (Fam.Code, Sec. 51.08(b)(1))	0
b. Discretionary Transfer (Fam.Code, Sec. 51.08(b)(1))	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.05(c)(l))	0
12. Held in Contempt by Criminal Court(Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))	0
13. Juvenile Statement Magistrate Warning:	
a. Warnings Administered	0
b. Statements Certified (Fam.Code, Sec. 51.095)	0
14. Detention Hearings Held (Fam. Code, Sec. 54.01)	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)	0

ADDITIONAL ACTIVITY

Court		NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month	Year		
November	2024		
1. Magistrate Warnings:			
a. Class C Misdemeanors		100	
b. Class A and B Misdemeanors		0	0
c. Felonies		0	0
			TOTAL
2. Arrest warrants Issued:			
a. Class C Misdemeanors			223
b. Class A and B Misdemeanors			0
c. Felonies			0
3. Capiases Pro Fine Issued			54
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed (CCP, Art. 1805)			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			0
9. Magistrate's Orders for Ignition Interlock Device Issued (CCP.Art. 17.441)			0
10. All Other Magistrate's Orders Issued Requiring Conditions for release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held (IC, Sec.521.300)			0
12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)			0
13. Peace Bond Hearings Held			0
14. Cases in which Fine and Court Costs Satisfied by Community Service:			0
a. Partial Satisfaction			0
b. Full Satisfaction			0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			0
16. Cases in Which Fine and Court Costs Waived for Indigency			11
17. Amount of Fines and Court Costs Waived for Indigency			\$3,714.00
18. Total Fines, Court Costs and Other Amounts Collected:			
a. Retained by City			\$73,616.68
b. Remitted to State			\$26,406.72
c. Total			\$100,023.40

MUNICIPAL COURT

November 2024



Total Cases Pending

Traffic Misdemeanors

5922

Non-Traffic Misdemeanors

5556

New Cases Filed

Traffic Misdemeanors

238

Non-Traffic Misdemeanors

122

Disposed Cases

Traffic Misdemeanors

354

Non-Traffic Misdemeanors

127

Warrants Issued

Arrest Warrants

223

Capias Pro Fine Warrants

54

Notes :

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month December Year 2024

Municipal Court for the City of **La Marque**

Presiding Judge Kerry Pettijohn

If new, date assumed office _____

Court Mailing Address 1111 Bayou Road

City La Marque, Tx Zip 77568

Phone Number (409) 938-9245

Fax Number _____

Court's Public Email court@cityoflamarque.org

Court's Website www.ci.la-marque.tx.us

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by Stacy Froeschner

Date 2025-01-02 Phone Number _____

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OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (737) 295-2330
FAX: (512) 463-1648

CRIMINAL SECTION

Court			Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month	December	Year 2024	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:			5,919	0	3	3,311	1,855	390
a. Active Cases			1,271	0	1	211	162	89
b. Inactive Cases			4,648	0	2	3,100	1,693	301
2. New Cases Filed During Month			255	0	0	86	69	21
3. Cases Reactivated			102	0	0	70	39	6
4. All Other Cases Added			0	0	0	0	0	0
5. Total Cases on Docket (Sum of Lines 1a,2,3&4)			1,628	0	1	367	270	116
6. Dispositions Prior to Court Appearance of Trial:								
a. Uncontested Dispositions (Disposed without appearance before a judge (CCP Art. 27.14))			205	0	0	53	29	6
b. Dismissed by Prosecution			4	0	0	1	1	0
7. Final Disposition in Open Court or at Trial:								
a. Convictions								
1) Guilty Plea or Nolo Contendere			4	0	0	0	1	0
2) By the Court			0	0	0	0	0	0
3) By the Jury			0	0	0	0	0	0
b. Acquittals:								
1) By the Court			0	0	0	0	0	0
2) By the Jury			0	0	0	0	0	0
c. Dismissed by Prosecution			0	0	0	1	1	0
8. Compliance Dismissals:								
a. After Driver Safety Course (CCP, Art. 45.0511)			23					
b. After Deferred Disposition (CCP, Art. 45.051)			48	0	0	0	3	2
c. City After Teen Court (CCP, Art. 45.052)			0	0	0	0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)							0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)						0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)			2					
g. All Other Transportation Code Dismissals			13	0	0	0	0	0
9. All Other Dispositions			3	0	0	1	0	0
10. Total cases Disposed (Sum of lines 6,7,8&9)			302	0	0	56	35	8
11. Cases Placed on Inactive Status			183	0	0	100	59	5
12. Total Cases Pending End of Month:			5,872	0	3	3,341	1,889	403
a. Active Cases (Equals Lines 5 minus the sum of Lines 10&11)			1,143	0	1	211	176	103
b. Inactive Cases (Equals Line 1b minus Lines 3 plus Line 11)			4,729	0	2	3,130	1,713	300
13. Show Cause and Other Required Hearings Held			251	0	0	82	64	4
14. Cases Appealed:								
a. After Trial			0	0	0	0	0	0
b. Without Trial			0	0	0	0	0	0

CIVIL / ADMINISTRATIVE SECTION

Court	
Month December Year 2024	
1. Total Cases pending First of Month:	0
a. Active Cases	0
b. Inactive Cases	0
2. New Cases Filed	0
3. Cases Reactivated	0
4. All Other Cases Added	0
5. Total Cases on Docket (Sum of Lines 1a,2,3,&4)	0
DISPOSITIONS	
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial Hearing by Judge/Hearing Officer	0
10. Trial by Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed (Sum of Lines 6 thru 12)	0
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	0
a. Active Cases (Equals Line 5 minus the sum of Lines 13&14)	0
b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 14)	0
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

JUVENILE / MINOR ACTIVITY

Court	
Month December Year 2024	
1. Transportation Code Cases Filed	2
2. Non-Driving Alcoholic Beverage Code Cases Filed	1
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)	0
5. Tobacco and E-Cigarettes Cases Filed (HSC, Sec. 161.252)	0
6. Truancy Cases Filed (Fam. Code, Sec. 65.003(a))	0
7. Education Code Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)	0
9. All Other Non-Traffic Fine-Only Cases Filed	1
10. Transfer to Juvenile Court:	
a. Mandatory Transfer (Fam.Code, Sec. 51.08(b)(1))	0
b. Discretionary Transfer (Fam.Code, Sec. 51.08(b)(1))	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.05(c)(l))	0
12. Held in Contempt by Criminal Court(Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))	0
13. Juvenile Statement Magistrate Warning:	
a. Warnings Administered	0
b. Statements Certified (Fam.Code, Sec. 51.095)	0
14. Detention Hearings Held (Fam. Code, Sec. 54.01)	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)	0

ADDITIONAL ACTIVITY

Court		NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month	Year		
December	2024		
1. Magistrate Warnings:			
a. Class C Misdemeanors		84	
b. Class A and B Misdemeanors		0	0
c. Felonies		0	0
			TOTAL
2. Arrest warrants Issued:			
a. Class C Misdemeanors			348
b. Class A and B Misdemeanors			0
c. Felonies			0
3. Capiases Pro Fine Issued			87
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed (CCP, Art. 1805)			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			0
9. Magistrate's Orders for Ignition Interlock Device Issued (CCP.Art. 17.441)			0
10. All Other Magistrate's Orders Issued Requiring Conditions for release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held (IC, Sec.521.300)			0
12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)			0
13. Peace Bond Hearings Held			0
14. Cases in which Fine and Court Costs Satisfied by Community Service:			0
a. Partial Satisfaction			0
b. Full Satisfaction			0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			0
16. Cases in Which Fine and Court Costs Waived for Indigency			8
17. Amount of Fines and Court Costs Waived for Indigency			\$3,578.20
18. Total Fines, Court Costs and Other Amounts Collected:			
a. Retained by City			\$64,028.88
b. Remitted to State			\$22,313.86
c. Total			\$86,342.74

MUNICIPAL COURT

December 2024



Total Cases Pending

Traffic Misdemeanors
Non-Traffic Misdemeanors

5875
5633

New Cases Filed

Traffic Misdemeanors
Non-Traffic Misdemeanors

255
176

Disposed Cases

Traffic Misdemeanors
Non-Traffic Misdemeanors

302
99

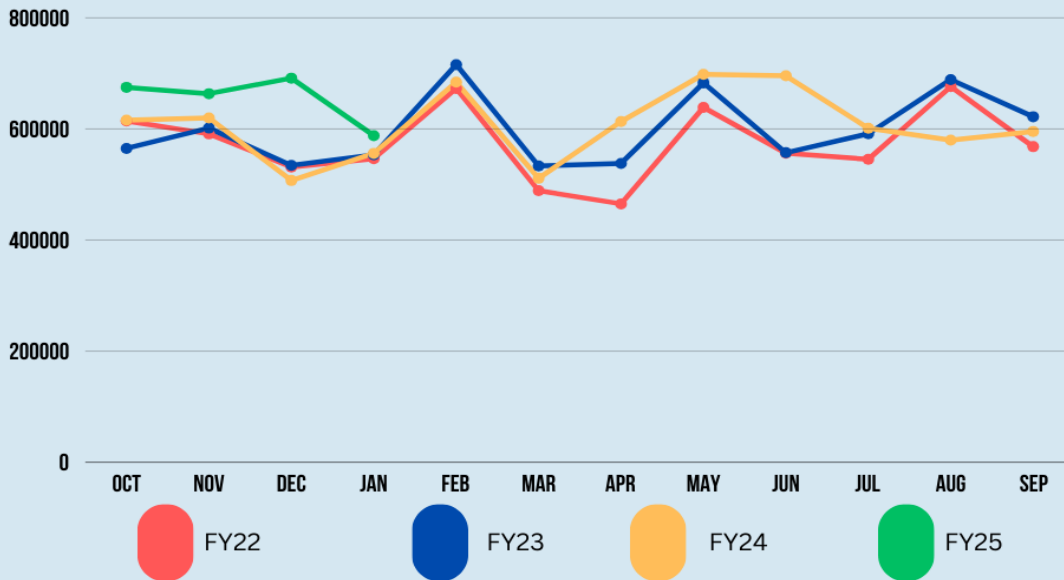
Warrants Issued

Arrest Warrants
Capias Pro Fine Warrants

348
87

Notes :

SALES TAX REVENUE



	2021-22	2022-23	2023-24	2024-25	Variance	% Change
Oct	614,387	564,989	615,789	675,021	59,232	9%
Nov	591,122	601,617	619,862	663,539	43,677	7%
Dec	531,587	534,367	507,167	691,472	184,305	36%
Jan	546,590	553,612	556,087	588,022	31,935	5%
Feb	672,968	715,843	684,276			
Mar	488,951	533,386	511,172			
Apr	465,157	538,045	613,321			
May	638,759	682,998	698,196			
Jun	556,317	557,247	695,669			
Jul	545,362	591,396	601,266			
Aug	676,212	688,897	579,960			
Sept	568,161	622,050	595,534			
Total	<u>6,895,574</u>	<u>7,184,447</u>	<u>7,278,299</u>	<u>2,618,054</u>	<u>319,150</u>	<u>14%</u>

Total Sales Tax - City portion \$ 441,016.67
Total Sales Tax - EDC portion \$ 147,005.56



General Fund
November 2024 Preliminary Results
(Unaudited)

November 2024 Financial Report (Unaudited)

The following is a summary of the financial results for the City's general and utility/sanitation funds. Please refer to the budget vs actual reports for the general and utility/sanitation funds. The fiscal year 2025 year-to-date actuals are compared as a percentage of the annual budget on a modified accrual basis. The amounts presented have not yet been audited by our external auditors for the fiscal year 2024-2025.

Percent of fiscal year Complete: 17%

The general ledger only reflects payments the City has posted to respective funds which may include collections as well as penalties and interest from prior years. The general ledger may reflect a timing difference between the reported collections by the Tax Assessor and the receipt and posting of funds by the City.

General Fund

General Fund Revenue Snapshot

	FY24 Collections	FY25 Collections
Property Tax	444,808	359,041
Sales Tax	(38,237)	16
Property Tax: Penalties and delinquencies are still being collected from the previous tax year.		
Sales Tax: Sales tax collections will begin to reflect in December 2024 because Jan and Feb collections are accrued back to FY24.		
FY24 collections balance was due to an auditor adjusting entry to FY23. The FY25 collections of \$16 is the discount at filing.		

General Fund Departmental Expenditure Snapshot

	FY25 Budget	FY25 Actuals
Administration	977,327	166,783
Finance	850,557	105,927
Inspection	660,549	35,457
Code Compliance	677,816	77,503
Judicial	426,202	65,991
City Clerk	359,040	75,814
Library	352,654	62,901
Information Technology	732,790	95,801
Police	6,500,128	1,468,712
Animal Control	133,500	-
Emergency Mgmt	19,286	304
Fire/EMS	4,842,369	914,263
Parks	329,741	39,370
Shop	206,075	30,040
Public Services	1,099,394	167,437

Detailed Budget vs. Actual- General Fund

City of La Marque							
Budget vs. Actual							
As of November 2024							
(Unaudited)							
		November	November	YTD	YTD		Benchmark
	Budget	FY25	FY24	FY25	FY24	Remaining	17%
General Fund							
Revenues:							
Property Taxes	6,294,322	244,464	356,193	359,041	444,808	5,935,281	6%
Sales Tax	5,967,355	8	8	16	(38,237)	5,967,339	0%
Franchise Tax	974,575	-	8	-	53	974,575	0%
Other Taxes	108,000	3,031	3,404	3,031	3,404	104,969	3%
Licenses and Permits	3,368,205	76,993	100,051	178,013	256,191	3,190,192	5%
Fines and Forfeits	651,962	63,375	26,479	128,455	66,946	523,507	20%
Charges for Services	12,869	1,014	771	2,259	1,926	10,610	18%
Fire and Ambulance Services	985,000	89,503	22,145	200,651	37,467	784,349	20%
Investment Earnings	372,982	12,638	23,520	26,358	53,823	346,624	7%
Misc Revenues	407,414	39,263	77,096	46,890	80,138	360,524	12%
Transfers In	1,544,582	-	-	-	-	1,544,582	0%
General Fund - Total Revenues	20,687,266	530,289	609,675	944,712	906,521	19,742,554	5%
	Budget	November	November	YTD	YTD		Benchmark
		FY25	FY24	FY25	FY24	Remaining	17%
Expenditures:							
General Government Division							
City Manager	714,208	81,603	26,060	126,149	36,120	588,059	18%
City Council	78,250	1,694	8,983	3,193	11,497	75,057	4%
HR	184,869	24,350	20,951	37,441	26,879	147,428	20%
Total Administration	977,327	107,647	55,994	166,783	74,497	810,544	17%
Finance	666,607	52,923	33,312	105,927	70,399	560,680	16%
Independent Audit Fees	109,500	-	42,797	-	(39,006)	109,500	0%
Tax Assesor Fees	5,000	-	-	-	-	5,000	0%
GC Appraisal Dist Fees	69,450	-	-	-	-	69,450	0%
Total Finance/Acctg/Tax	850,557	52,923	76,109	105,927	31,393	744,630	12%
Inspection	660,549	21,102	68,648	35,457	83,677	625,093	5%
Code Compliance	677,816	46,977	18,539	77,503	39,014	600,313	11%
Judicial	426,202	36,614	49,637	65,991	60,769	360,211	15%
City Clerk	359,040	33,467	9,371	75,814	13,986	283,226	21%
Library	352,654	39,280	27,379	62,901	38,300	289,753	18%
Information Technology	732,790	68,137	39,261	95,801	72,701	636,989	13%
Fund Expenditures	3,209,051	245,576	212,834	413,466	308,448	2,795,585	13%
	Budget	November	November	YTD	YTD		Benchmark
		FY25	FY24	FY25	FY24	Remaining	17%
Public Safety Division							
Police	6,500,128	938,029	609,572	1,468,712	833,002	5,031,416	23%
Animal Control	133,500	-	-	-	-	133,500	0%
Emergency Management	19,286	75	2,789	304	3,989	18,982	2%
Fire/EMS	4,842,369	571,772	327,139	914,263	494,442	3,928,106	19%
Total PSD Expenditures	11,495,283	1,509,876	939,501	2,383,279	1,331,434	9,112,004	21%
	Budget	November	November	YTD	YTD		Benchmark
		FY25	FY24	FY25	FY24	Remaining	17%
Public Works Division							
Parks	329,741	23,995	12,629	39,370	21,770	290,371	12%
Shop	206,075	19,297	21,363	30,040	37,168	176,035	15%
Public Services	1,099,394	101,635	103,624	167,437	124,257	931,957	15%
Total PWD Expenditures	1,635,210	144,926	137,616	236,846	183,194	1,398,364	14%
Fund Expenditures (Fund 99)	2,518,176	578,322	507,022	729,229	630,923	1,788,947	29%
General Fund - Total Expenditures	20,685,605	2,639,272	1,929,076	4,035,532	2,559,889	16,650,073	20%
Revenues over Expenditures	1,661	(2,108,982)	(1,319,401)	(3,090,820)	(1,653,367)	3,092,481	-186062%

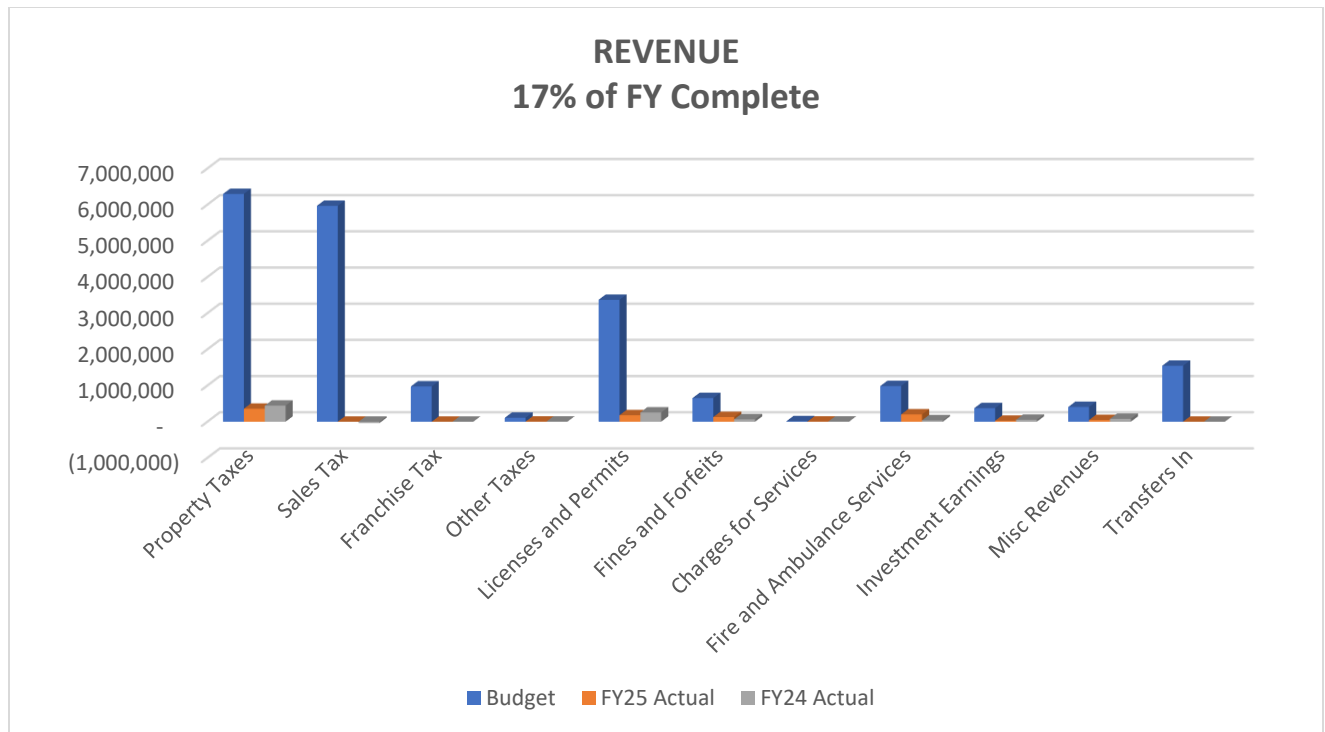
General Fund Revenues

1. Overall Revenues:

- The total budgeted revenues for FY25 are \$20,687,266, with YTD revenues at \$944,712, which is 5% of the budget, below the 17% benchmark.
- Remaining revenues amount to \$19,742,554, indicating substantial collections still required.

2. Category Breakdown:

- **Property Taxes:**
 - Budgeted: \$6,294,322, YTD revenues: \$359,041 (6% of the budget).
 - Collections are below the benchmark, likely due to timing differences, as property tax payments typically spike later in the fiscal year.
- **Sales Tax:**
 - Budgeted: \$5,967,355, YTD revenues: \$16 (0% of the budget).
 - Sales tax collections will be recognized in December 2024 due to the accrual October and November back to FY24.
- **Franchise Tax:**
 - Budgeted: \$974,575, YTD revenues: \$0 (0% of the budget).
 - No revenue has been recorded, indicating potential delays or a timing issue.
- **Other Taxes:**
 - Budgeted: \$108,000, YTD revenues: \$3,031 (3% of the budget).
 - Trending on target for this time of the fiscal year.
- **Licenses and Permits:**
 - Budgeted: \$3,368,205, YTD revenues: \$178,013 (5% of the budget).
 - Revenue is below the benchmark but shows steady progress.
- **Fines and Forfeits:**
 - Budgeted: \$651,962, YTD revenues: \$128,455 (20% of the budget).
 - Performing well above the benchmark, signaling efficient fine collections.
- **Charges for Services:**
 - Budgeted: \$12,869, YTD revenues: \$2,259 (18% of the budget).
 - Revenues exceed the benchmark, indicating good service utilization.
- **Fire and Ambulance Services:**
 - Budgeted: \$985,000, YTD revenues: \$200,651 (20% of the budget).
 - Performing above the benchmark, showing robust service revenue collection.
- **Investment Earnings:**
 - Budgeted: \$372,982, YTD revenues: \$26,358 (7% of the budget).
 - Below the benchmark, potentially reflecting interest rates.
- **Miscellaneous Revenues:**
 - Budgeted: \$407,414, YTD revenues: \$46,890 (12% of the budget).
 - Miscellaneous deposits i.e. JP Morgan, Intermodal
- **Transfers In:**
 - Budgeted: \$1,544,582, YTD revenues: \$0 (0% of the budget).
 - No transfers recorded yet, recorded mid-year.



General Fund Expenditures

1. Overall Spending:

- The total budgeted expenditures for FY25 are \$20,685,605, with year-to-date (YTD) expenditures at \$4,035,532, representing 20% of the budgeted amount. This is slightly below the benchmark of 17%, indicating a cautious spending pace so far.
- The remaining budget for the General Fund is \$16,650,073.

2. General Government Division:

- Total expenditures for this division are \$3,209,051, with YTD expenditures at \$413,466 (13% of the budget). This is well below the 17% benchmark.
- Notable variances include:
 - **City Clerk:** Expenditures are at 18% of the budget, exceeding the benchmark due to early spending. This is due to significant spending for legal advertising due to ARPA bid postings. Ran an estimated \$1,100 per post.

3. Public Safety Division:

- Total expenditures are budgeted at \$11,495,283, with YTD expenditures of \$2,383,279 (21%).
- Notable details:
 - **Police Department:** YTD expenditures at \$1,468,712 (23% of budget), Bayou Fest overtime expenses have not been reclassified to the Bayou Fest Fund. Training costs are higher than anticipated. Uniform costs for new hires are higher than expected.

- **Fire/EMS:** Expenditures are only 21% of the budget. This is due to overtime expenses for Bayou Fest not being reclassified as of November. Increased training certifications, increased bulk purchase of cleaning supplies for both stations.

4. Public Works Division:

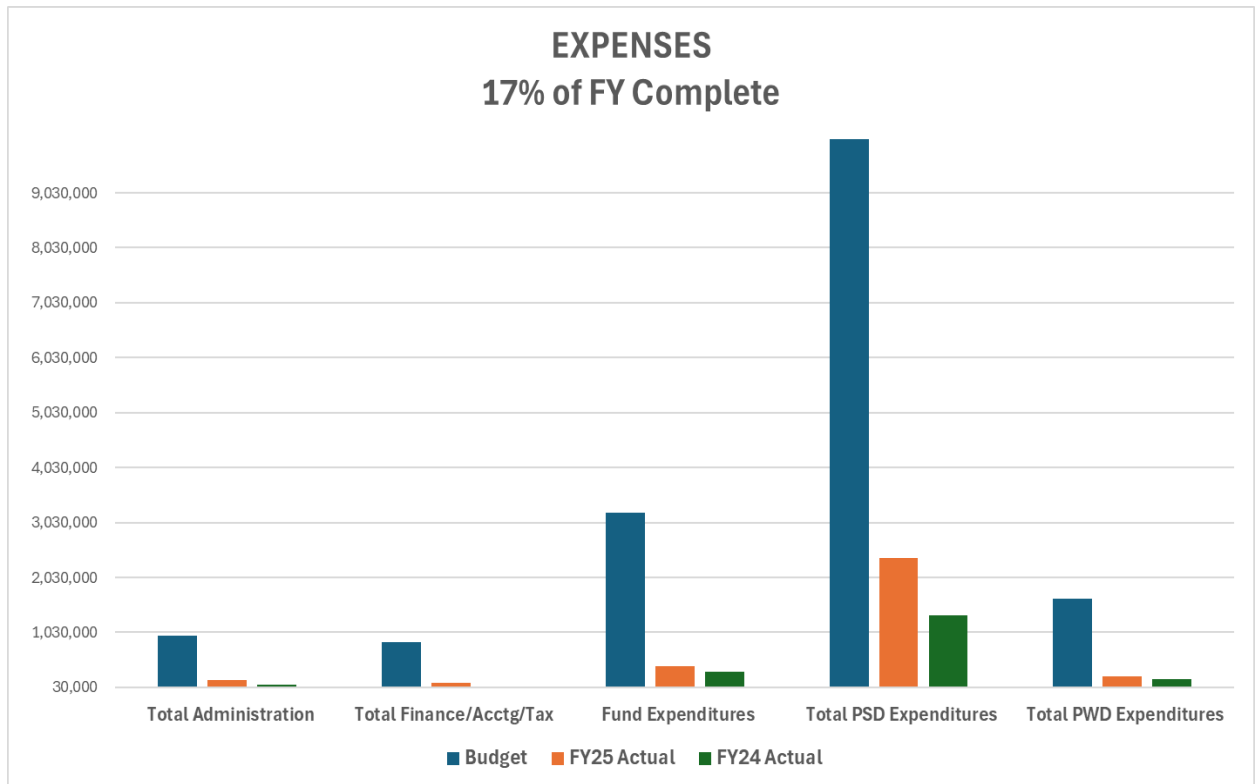
- Total expenditures are budgeted at \$1,635,210, with YTD expenditures of \$236,846 (14%). Spending is below the benchmark.

5. Fund 99 Expenditures:

- Total budget is \$2,518,176, with YTD expenditures at \$729,229 (29%). Increased windstorm/hail insurance policy by \$51k, building improvements which include restroom stall occupied indicators for all city facilities \$2k.

6. Revenues Over Expenditures:

- The current deficit of \$3M indicates that expenditures are outpacing revenues. However, this could be due Sales Taxes for the month of October was accrued back to FY24 due to October being August receipts. Property taxes are primarily delinquencies this time of the fiscal year.



Utility Fund

Utility Fund Revenue Snapshot

	FY25 Budget	FY25 Collections
Water	4,401,828	739,018
Sewer	3,381,264	528,347
Other Revenue	1,624,755	158,979
Transfers In	500,000	88,994

Utility Fund Department Expenditure Snapshot

	FY25 Budget	FY25 Expenses
UB Accounting	694,846	70,688
Utility Line Maintenance	1,918,199	520,236
Water & Sewer Operations	4,695,626	466,851
Debt Service	33,383	-
Stormwater	301,022	4,110
Fund Expenditures	2,264,771	220,284

Detailed Budget vs. Actual- Utility/Sanitation Fund

	Budget	November FY25	November FY24	YTD FY25	YTD FY24	Remaining	Benchmark 17%
Utility Fund							
Revenues:							
Water	4,401,828	377,567	359,345	739,018	306,493	3,662,810	17%
Sewer	3,381,264	271,074	268,905	528,347	297,994	2,852,917	16%
Other Revenue	1,624,755	55,924	96,697	158,979	216,893	1,465,776	10%
Transfers In	500,000	88,994	-	88,994	-	411,006	18%
Utility Fund - Total Revenues	9,907,847	793,559	724,948	1,515,338	821,380	8,392,509	15%
		November FY25	November FY24	YTD FY25	YTD FY24	Remaining	Benchmark 17%
Expenditures:							
UB Accounting	694,846	50,887	30,219	70,688	(53,261)	624,158	10%
Utility Line Maint	1,918,199	437,757	130,318	520,236	74,292	1,397,963	27%
Water & Sewer Operations	4,695,626	382,075	416,227	466,851	49,143	4,228,775	10%
Debt Service	33,383	-	-	-	-	33,383	0%
Storm Water	301,022	2,219	-	4,110	-	296,912	1%
Fund Expenditures	2,264,771	207,825	232,055	220,284	246,983	2,044,487	10%
Utility Fund - Total Expenditures	9,907,847	1,080,763	808,818	1,282,170	317,156	8,625,677	13%
Revenues over Expenses	-	(287,204)	(83,871)	233,168	504,223	(233,168)	0%
NOTE: THE UTILITY FUND AS OF NOVEMBER 2024 IS THE POSITIVE WHERE REVENUES EXCEED EXPENSES BY \$233,168							

Utility Fund Revenues

Revenues:

1. Water Revenue:

- November FY25: \$377,567 (slightly above November FY24: \$359,345).
- YTD FY25: \$739,018 (higher than YTD FY24: \$306,493).
- Remaining: \$3,662,810, aligning well with the 17% benchmark. On target.

2. Sewer Revenue:

- November FY25: \$271,074 (like November FY24: \$268,905).
- YTD FY25: \$528,347 (higher than YTD FY24: \$297,994).
- Remaining: \$2,852,917, slightly under the benchmark at 16%. On track.

3. Other Revenue:

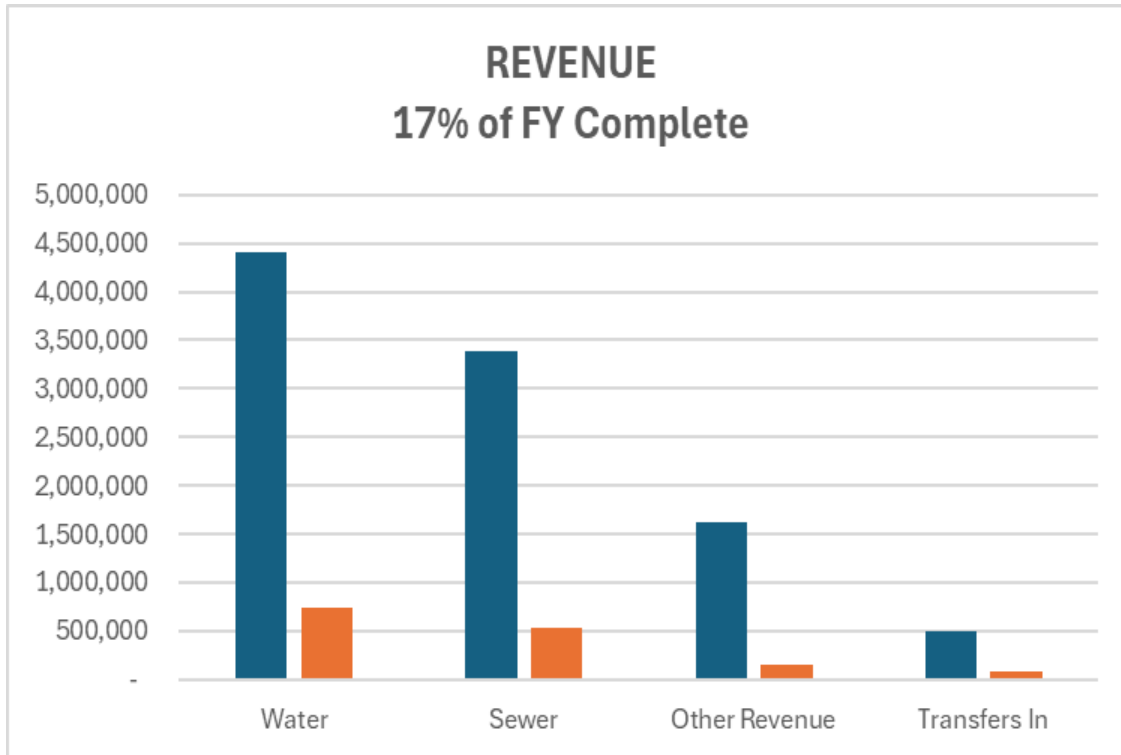
- November FY25: \$55,924 (lower than November FY24: \$96,697).
- YTD FY25: \$158,979 (lower than YTD FY24: \$216,893). Republic revenue will be recorded in January 2025.
- Remaining: \$1,465,776, well below the benchmark at 10%.

4. Transfers In:

- November FY25: \$88,994 (no corresponding value in FY24).
- YTD FY25: \$88,994, with \$411,006 remaining (18% progress).

5. Total Revenues:

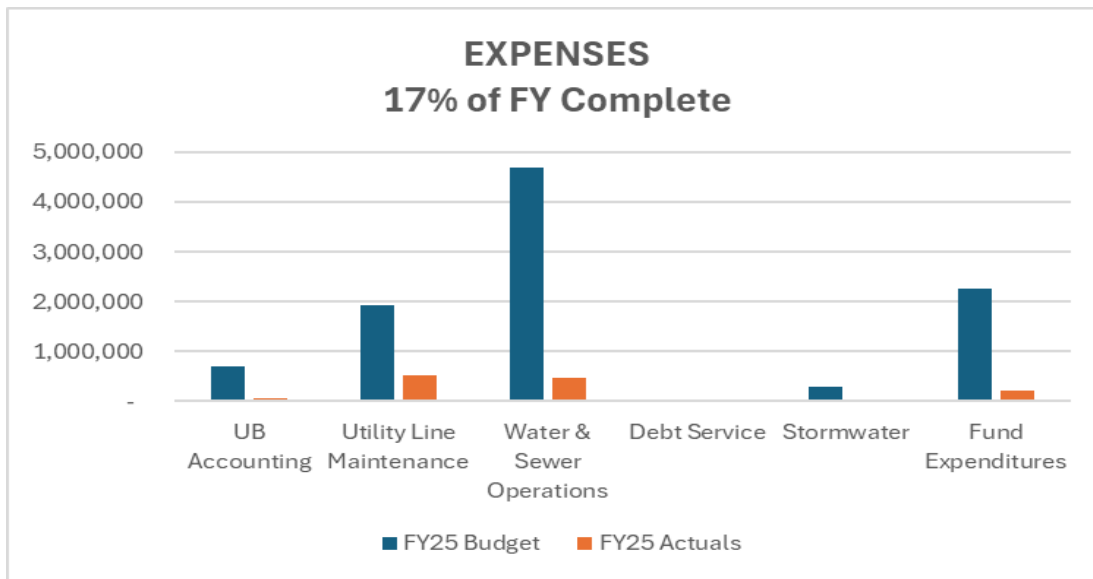
- November FY25: \$793,559 (higher than November FY24: \$724,948).
- YTD FY25: \$1,515,338 (significantly higher than YTD FY24: \$821,380).
- Remaining: \$8,392,509, below the 17% benchmark at 15%.



Expenditures:

1. **UB Accounting:**
 - November FY25: \$50,887 (higher than November FY24: \$30,219). Due to overtime of Billing Analyst and CSR staying late to ensure billings go out on time and payments are posted timely. Also Extra Help increased due to lack of staffing for a one month period.
 - YTD FY25: \$70,688 (FY24 shows a negative value of \$(53,261)).
 - Remaining: \$624,158, under the benchmark at 10%.
2. **Utility Line Maintenance:**
 - November FY25: \$437,757 (significantly higher than November FY24: \$130,318).
 - YTD FY25: \$520,236 (FY24: \$74,292).
 - Remaining: \$1,397,963, above the benchmark at 27%.
3. **Water & Sewer Operations:**
 - November FY25: \$382,075 (lower than November FY24: \$416,227).
 - YTD FY25: \$466,851 (similar to FY24: \$49,143). This is due to the increasing repairs to the city's water lines and sewage systems.
 - Remaining: \$4,228,775, under the benchmark at 10%.
4. **Debt Service:**
 - No spending recorded for November or YTD in FY25 or FY24.
 - Remaining: \$33,383 (0% benchmark progress).
5. **Storm Water:**
 - Minimal spending (November FY25: \$2,219, YTD FY25: \$4,110).
 - Remaining: \$296,912, significantly under the benchmark at 1%.
6. **Fund Expenditures:**
 - November FY25: \$207,825 (lower than November FY24: \$232,055).

- YTD FY25: \$220,284 (lower than FY24: \$246,983).
 - Remaining: \$2,044,487, under the benchmark at 10%.
7. **Total Expenditures:**
- November FY25: \$1,080,763 (higher than November FY24: \$808,818).
 - YTD FY25: \$1,282,170 (higher than YTD FY24: \$317,156).
 - Remaining: \$8,625,677, below the benchmark at 13%.



Revenues Over Expenses:

- Revenues are generally performing slightly below the 17% benchmark, with "Other Revenue" and "Transfers In" notably underperforming.
- Expenditure is below the benchmark overall, with areas like "Utility Line Maintenance" exceeding 17%.
- The year-to-date surplus indicates sound overall financial health but is significantly lower than FY24's surplus.

Sanitation Fund

Sanitation Revenue Snapshot

	FY25 Budget	FY25 Collections
Dumpster Locking	4,600	278
Sales and Use Tax	45,000	7,342
Sanitation	3,096,186	422,467
Franchise Fees	4,500	463
Interest Revenue	50	2

Sanitation Department Expenditure Snapshot

	FY25 Budget	FY25 Actuals
Sanitation - Residential	2,125,041	374,325
Sanitation - Commerical	161,156	13,919
Container Collection	851,360	80,198

		November	November	YTD	YTD		Benchmark
	Budget	FY25	FY24	FY25	FY24	Remaining	17%
Sanitation Fund							
Revenues:							
Dumpster Locking	4,600	41	375	278	801	4,322	6%
Sales and Use Tax	45,000	4,034	3,385	7,342	6,004	37,658	16%
Sanitation	3,096,186	183,716	253,216	422,467	260,127	2,673,719	14%
Franchise Fee	4,500	463	205	463	205	4,037	10%
Interest Revenue	50	1	3	2	8	48	5%
Total Sanitation Revenue	3,150,336	188,254	257,183	430,552	267,144	2,719,784	14%
Expenditures:							
Sanitation - Residential	2,125,041	193,505	178,717	374,235	362,525	1,750,806	18%
Sanitation - Commercial	161,156	151	13,339	13,919	26,311	147,237	9%
Container Collection	851,360		73,379	80,198	219,429	771,162	9%
Total Sanitation Expenses	3,137,557	193,656	265,435	468,352	608,265	2,669,205	15%
Revenues over Expenses	12,779	(5,402)	(8,252)	(37,800)	(341,121)	50,579	-296%

Revenues

Overall Revenues:

The table presents financial data for the "Sanitation Fund," comparing budgeted figures, November results, and year-to-date (YTD) performance for FY25 and FY24, along with remaining budgets and a benchmark of 17%.

Category Breakdown:

1. Dumpster Locking:

- November FY25: \$41 (significantly lower than FY24: \$375).
- YTD FY25: \$278 (lower than FY24: \$801).
- Remaining: \$4,322, with progress at only 6%.

2. Sales and Use Tax:

- November FY25: \$4,034 (higher than FY24: \$3,385).
- YTD FY25: \$7,342 (higher than FY24: \$6,004).
- Remaining: \$37,658, close to the benchmark at 16%.

3. Sanitation Revenue:

- November FY25: \$183,716 (lower than FY24: \$253,216).
- YTD FY25: \$422,467 (higher than FY24: \$260,127).
- Remaining: \$2,673,719, below the benchmark at 14%.

4. Franchise Fee:

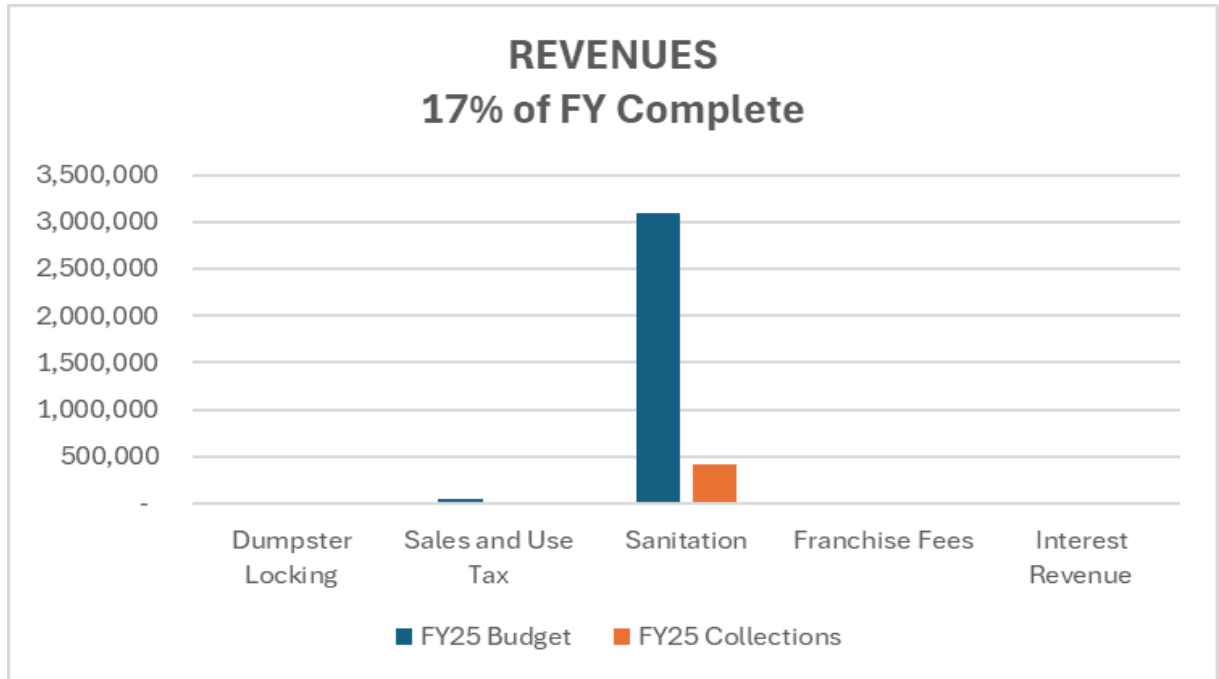
- November FY25: \$463 (higher than FY24: \$205).
- YTD FY25: \$463 (slightly higher than FY24: \$205).
- Remaining: \$4,037, at 10% progress.

5. Interest Revenue:

- Minimal figures, with November FY25 at \$1 and YTD FY25 at \$2.
- Remaining: \$48, with progress at only 5%.

6. Total Revenues:

- November FY25: \$188,254 (lower than FY24: \$257,183).
- YTD FY25: \$430,552 (higher than FY24: \$267,144).
- Remaining: \$2,719,784, below the benchmark at 14%.



Expenditures

Sanitation - Residential:

- November FY25: \$193,505 (higher than FY24: \$178,717).
- YTD FY25: \$374,235 (slightly higher than FY24: \$362,525).
- Remaining: \$1,750,806, above the benchmark at 18%.

Sanitation - Commercial:

- Minimal spending, with November FY25 at \$151 (lower than FY24: \$13,339).
- YTD FY25: \$13,919 (lower than FY24: \$26,311).
- Remaining: \$147,237, significantly below the benchmark at 9%.

Container Collection:

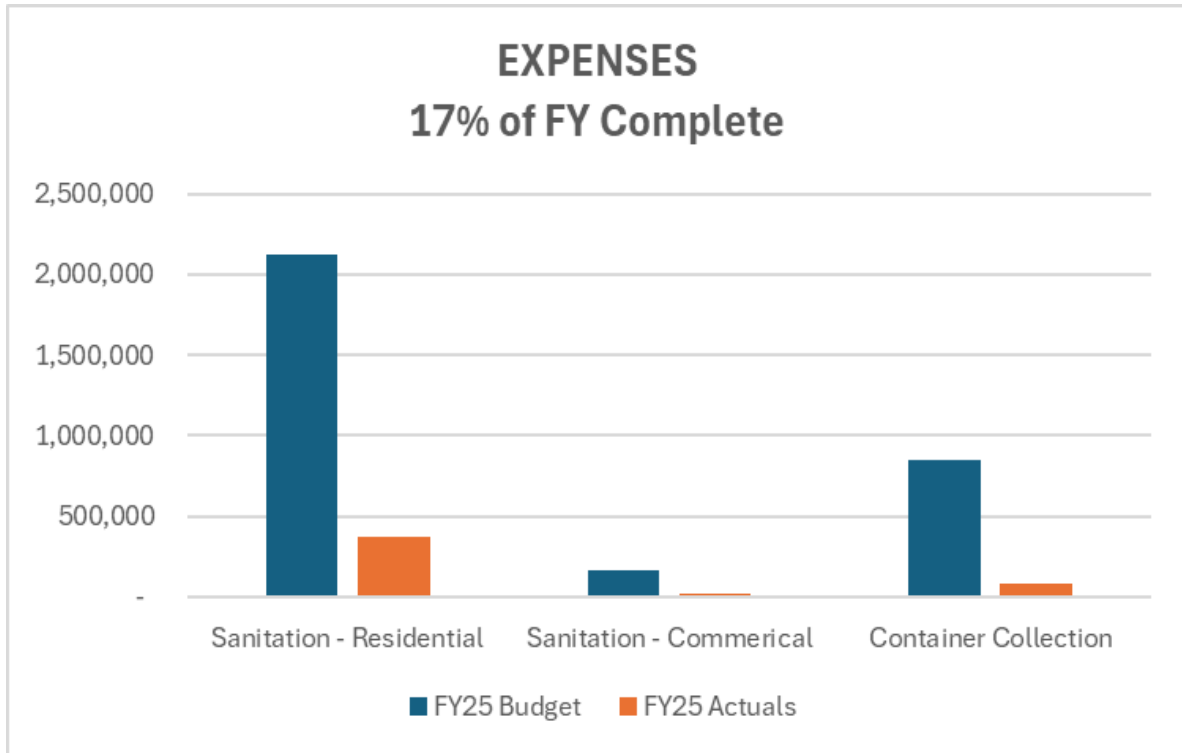
- No recorded November spending in FY25, compared to FY24's \$73,379.
- YTD FY25: \$80,198 (lower than FY24: \$219,429).
- Remaining: \$771,162, at 9% progress.

Total Expenses:

- November FY25: \$193,656 (lower than FY24: \$265,435).
- YTD FY25: \$468,352 (lower than FY24: \$608,265).
- Remaining: \$2,669,205, below the benchmark at 15%.

Revenues Over Expenses:

- November FY25: \$(5,402) deficit, compared to FY24's \$(8,252) deficit.
- YTD FY25: \$(37,800) deficit, an improvement over FY24's \$(341,121) deficit.
- Remaining: \$50,579 surplus, with a progress rate of -296%.



Summary:

- Revenues are slightly underperforming overall, with significant gaps in "Dumpster Locking" and "Franchise Fee." However, YTD FY25 revenues show improvement over FY24 in major categories like "Sanitation Revenue."
- Expenditures are generally below the benchmark, with notable savings in "Container Collection" and "Sanitation - Commercial."
- The year-to-date deficit in FY25 is significantly smaller than in FY24, indicating better financial management, but the negative progress rate for revenues over expenses suggests challenges in aligning revenues with expenditures.



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Christine Turner

Department: Finance

Agenda Item: 8.II.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:



City of La Marque, Texas
Quarter Ended 9/30/2024
Detailed Holdings

TexPool Rate:	4.984
Logic Rate:	5.234
DWS	4.8200
Texas Class	5.063

Fund	Fund Categories	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM
General Fund	General Fund	Logic	LGIP		5.2340			851,062.80	100.000	851,062.80	851,062.80	100.000	851,062.80	1	5.2340
General Fund	General Fund	TexPool	LGIP		4.9840			475,583.33	100.000	475,583.33	475,583.33	100.000	475,583.33	1	4.9840
General Fund	General Fund	DWS	MMKT		4.8200			390,863.85	101.000	390,863.85	390,863.85	100.000	390,863.85	1	4.8200
General Fund	General Fund (Restricted)	Texas Class	LGIP		5.0630			2,193,810.48	100.000	2,193,810.48	2,193,810.48	100.000	2,193,810.48	1	5.0630
Utility Fund	Utility Fund	Logic	LGIP		5.2340			98,287.84	100.000	98,287.84	98,287.84	100.000	98,287.84	1	5.2340
Utility Fund	Utility Fund	TexPool	LGIP		4.9840			261,154.10	100.000	261,154.10	261,154.10	100.000	261,154.10	1	4.9840
Utility Fund	Utility Fund	DWS	MMKT		4.8200			151,550.79	100.000	151,550.79	151,550.79	100.000	151,550.79	1	4.8200
Utility Fund	Utility Fund (Restricted)	Logic	LGIP		5.2340			9,253.87	100.000	9,253.87	9,253.87	100.000	9,253.87	1	5.2340
Utility Fund	Utility Fund (Restricted)	TexPool	LGIP		4.9840			7,181.40	100.000	7,181.40	7,181.40	100.000	7,181.40	1	4.9840
Utility Fund	Utility Fund (Restricted)	DWS	MMKT		4.8200			5,287.23	100.000	5,287.23	5,287.23	100.000	5,287.23	1	4.8200
Utility Fund	Utility Fund (Restricted)	Texas Class	LGIP		5.0630			2,193,810.49	100.000	2,193,810.49	2,193,810.49	100.000	2,193,810.49	1	5.0630
Replacement Fund	Replacement Fund	Logic	LGIP		5.2340			39,075.82	100.000	39,075.82	39,075.82	100.000	39,075.82	1	5.2340
Replacement Fund	Replacement Fund	TexPool	LGIP		4.9840			30,324.54	100.000	30,324.54	30,324.54	100.000	30,324.54	1	4.9840
Replacement Fund	Replacement Fund	DWS	MMKT		4.8200			22,326.10	100.000	22,326.10	22,326.10	100.000	22,326.10	1	4.8200
Hotel Motel Fund	Hotel Motel Fund	Logic	LGIP		5.2340			56,127.48	100.000	56,127.48	56,127.48	100.000	56,127.48	1	5.2340
Hotel Motel Fund	Hotel Motel Fund	TexPool	LGIP		4.9840			43,557.37	100.000	43,557.37	43,557.37	100.000	43,557.37	1	4.9840
Hotel Motel Fund	Hotel Motel Fund	DWS	MMKT		4.8200			32,068.62	100.000	32,068.62	32,068.62	100.000	32,068.62	1	4.8200
Debt Service	Debt Service Fund	Logic	LGIP		5.2340			86,198.93	100.000	86,198.93	86,198.93	100.000	86,198.93	1	5.2340
Debt Service	Debt Service Fund	TexPool	LGIP		4.9840			66,894.12	100.000	66,894.12	66,894.12	100.000	66,894.12	1	4.9840
Debt Service	Debt Service Fund	DWS	MMKT		4.8200			49,250.05	100.000	49,250.05	49,250.05	100.000	49,250.05	1	4.8200
LM EDC Operating	LM EDC	Logic	LGIP		5.2340			7,002,401.57	100.000	7,002,401.57	7,002,401.57	100.000	7,002,401.57	1	5.2340
LM EDC Operating	LM EDC	TexPool	LGIP		4.9840			1,379,483.82	100.000	1,379,483.82	1,379,483.82	100.000	1,379,483.82	1	4.9840
LM EDC Operating	LM EDC	DWS	MMKT		4.8200			-	100.000	-	-	100.000	-	1	4.8200
LM EDC Operating	LM EDC	Money Market	MMKT		4.8200			-	100.000	-	-	100.000	-	0	4.8200
LM EDC Operating	LM EDC	Amoco CD	CD		2.5000			-	100.000	-	-	100.000	-	0	2.5000
LM EDC Operating	LM EDC	Texas Class	LGIP		5.0630			224,029.76	100.000	224,029.76	224,029.76	100.000	224,029.76	1	5.0630
1998 TWDB Sewer Rehab	Capital Projects Fund	DWS	MMKT		4.8200			181,730.49	100.000	181,730.49	181,730.49	100.000	181,730.49	1	4.8200
2007 CO	Capital Projects Fund	TexPool	LGIP		4.9840			314.58	100.000	314.58	314.58	100.000	314.58	1	4.9840
2016 CO	Capital Projects Fund	Logic	LGIP		5.2340			545,062.80	100.000	545,062.80	545,062.80	100.000	545,062.80	1	5.2340
2018 CO	Capital Projects Fund	Logic	LGIP		5.2340			2,705,513.51	100.000	2,705,513.51	2,705,513.51	100.000	2,705,513.51	1	5.2340
2020 CO	Capital Projects Fund	Logic	LGIP		5.2340			6,722,758.38	100.000	6,722,758.38	6,722,758.38	100.000	6,722,758.38	1	5.2340
Special Revenue Funds	Special Revenue Fund	DWS	MMKT		4.8200			18,810.14	100.000	18,810.14	18,810.14	100.000	18,810.14	1	4.8200
Special Revenue Funds	Special Revenue Fund	TexPool	LGIP		4.9840			25,548.96	100.000	25,548.96	25,548.96	100.000	25,548.96	1	4.9840
Special Revenue Funds	Special Revenue Fund	Logic	LGIP		5.2340			32,922.07	100.000	32,922.07	32,922.07	100.000	32,922.07	1	5.2340
Library Memorial	Fiduciary Fund	Logic	LGIP		5.2340			3,227.51	100.000	3,227.51	3,227.51	100.000	3,227.51	1	5.2340
Drug Seizure	Fiduciary Fund	Logic	LGIP		5.2340			8,741.04	100.000	8,741.04	8,741.04	100.000	8,741.04	1	5.2340
								25,914,213.83		25,914,213.83	25,914,213.83		25,914,213.83	1	5.1679

I certified that the Quarterly Investment Report represents the investment position of City of La Marque as of June 30, 2024 to the best of my knowledge and all investments under the City's control have been and are in compliance with the Texas Public Funds Investment Act and the City's Investment Policy as adopted by City Council.

Christina J

Investment Officer



City of La Marque, Texas

Quarter ended 9/30/2024

Summary Data

Type Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
LGIP	25,062,326.57	96.71%	1	5.180
MMKT	851,887.26	3.29%	1	4.820
CD	-	0.00%	0	0.000
	25,914,213.83	100.00%	1	5.168

Issuer Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
Amoco CD	-	0.00%	0	0.000
Money Market	-	0.00%	0	0.000
DWS	851,887.26	3.29%	1	4.820
Texas Class	4,611,650.73	17.80%	1	5.063
Logic	18,160,633.62	70.08%	1	5.234
TexPool	2,290,042.22	8.84%	1	4.984
	25,914,213.83	100.00%	1	5.168

Fund Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
General Fund	1,717,509.97	6.63%	1	5.071
General Fund (Restricted)	2,193,810.48	8.47%	1	5.063
Utility Fund	510,992.74	1.97%	1	4.983
Utility Fund (Restricted)	2,215,532.99	8.55%	1	5.063
Replacement Fund	91,726.45	0.35%	1	5.051
Capital Projects Fund	10,155,379.76	39.19%	1	5.227
Hotel Motel Fund	131,753.46	0.51%	1	5.051
Debt Service Fund	202,343.10	0.78%	1	5.051
LM EDC	8,605,915.15	33.21%	1	5.189
Special Revenue Fund	77,281.17	0.30%	1	5.051
Fiduciary Fund	11,968.55	0.05%	1	5.234
	25,914,213.83	100.00%	1	5.168

Maturity Breakdown:	Book Value	Percent
Less Than 90 Days	25,914,213.83	100.00%
90 to 180 Days	-	0.00%
181 to 365 Days	-	0.00%
More Than 365 Days	-	0.00%
	25,914,213.83	100.00%



City of La Marque, Texas

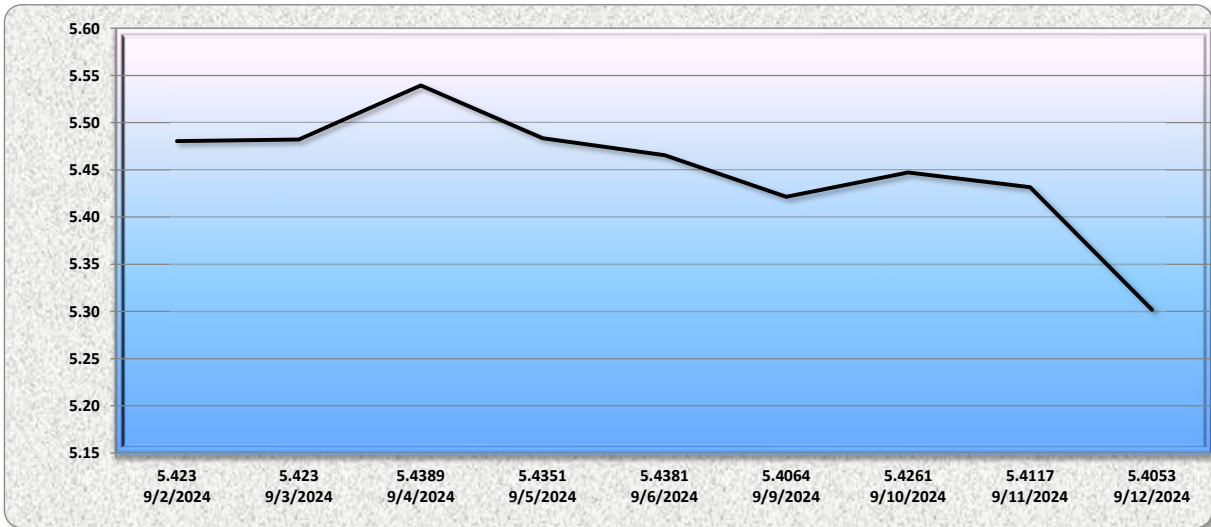
Summary Investment Report

For Period Ended 9/30/2024

Total Portfolio Summary			
	Current Quarter 9/30/2024	Prior Quarter 6/30/2024	Change From Prior
Book Value	25,914,214	30,344,847	-4,430,633
Market Value	25,914,214	30,344,847	-4,430,633
Market Value%	100.00%	100.00%	0.00%
Weighted Average Maturity - Days	1 days	1 days	0 days
Weighted Average Yield	5.17%	5.45%	-0.29%

Portfolio Performance Summary	
Beginning Book Value	30,344,847
Beginning Market Value	30,344,847
Beginning WAM	1 days <i>Liquidity measurement</i>
Ending Book Value	25,914,214
Ending Market Value	25,914,214
Change in market value	-4,430,633 <i>Volatility measurement</i>
Ending WAM	1 days <i>Liquidity measurement</i>
Period Average Yield	5.17%
Period Average Benchmark	5.43%

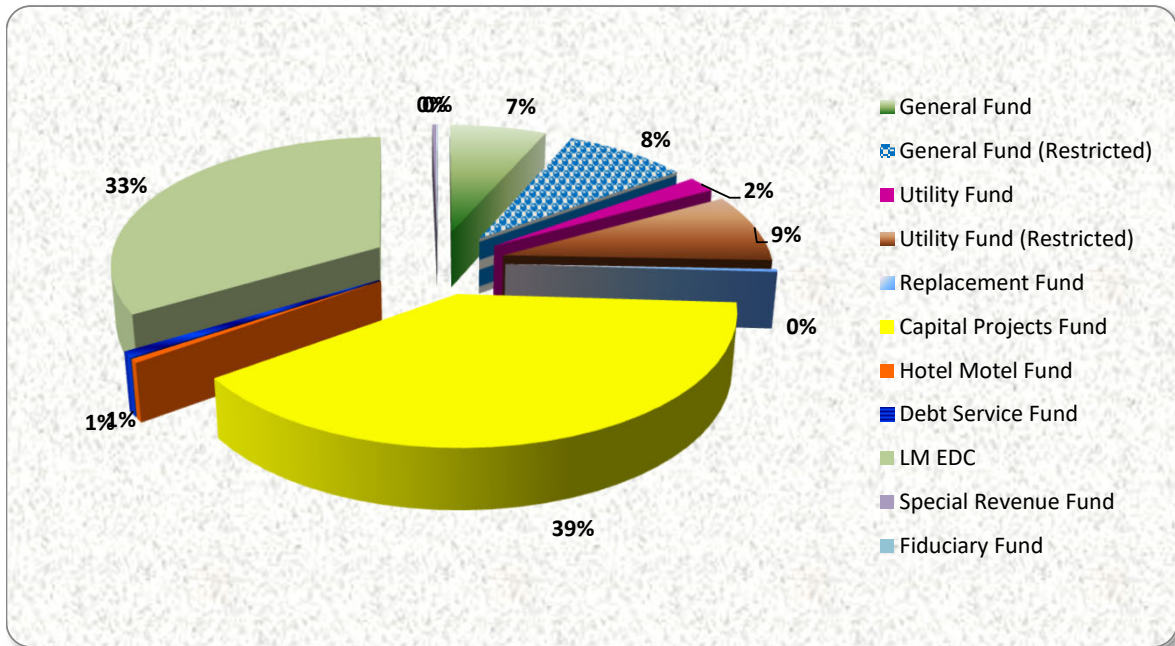
September 2024 T-Bill Historical Trend





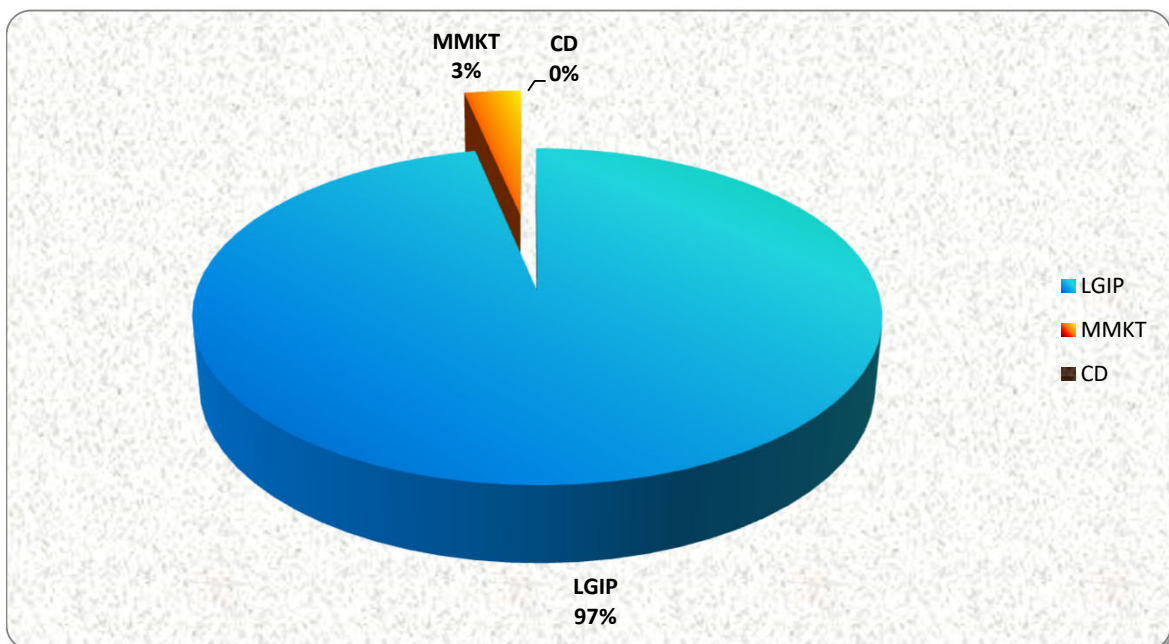
Investment Portfolio by Funds

As of 9/30/2024



Investment Portfolio by Types

As of 9/30/2024





City of La Marque, Texas
Quarter Ended 6/30/2024
Detailed Holdings

TexPool Rate:	5.3173
Logic Rate:	5.4106
DWS	5.2400
Texas Class	5.4391

Fund	Fund Categories	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM
General Fund	General Fund	Logic	LGIP		5.4106			3,650,057.03	100.000	3,650,057.03	3,650,057.03	100.000	3,650,057.03	1	5.4106
General Fund	General Fund	TexPool	LGIP		5.3173			466,902.73	100.000	466,902.73	466,902.73	100.000	466,902.73	1	5.3173
General Fund	General Fund	DWS	MMKT		5.2400			384,117.35	101.000	384,117.35	384,117.35	100.000	384,117.35	1	5.2400
General Fund	General Fund (Restricted)	Texas Class	LGIP		5.4391			2,193,810.48	100.000	2,193,810.48	2,193,810.48	100.000	2,193,810.48	1	5.4391
Utility Fund	Utility Fund	Logic	LGIP		5.4106			421,539.07	100.000	421,539.07	421,539.07	100.000	421,539.07	1	5.4106
Utility Fund	Utility Fund	TexPool	LGIP		5.3173			260,151.59	100.000	260,151.59	260,151.59	100.000	260,151.59	1	5.3173
Utility Fund	Utility Fund	DWS	MMKT		5.2400			150,771.65	100.000	150,771.65	150,771.65	100.000	150,771.65	1	5.2400
Utility Fund	Utility Fund (Restricted)	Logic	LGIP		5.4106			39,688.19	100.000	39,688.19	39,688.19	100.000	39,688.19	1	5.4106
Utility Fund	Utility Fund (Restricted)	TexPool	LGIP		5.3173			7,087.02	100.000	7,087.02	7,087.02	100.000	7,087.02	1	5.3173
Utility Fund	Utility Fund (Restricted)	DWS	MMKT		5.2400			5,213.87	100.000	5,213.87	5,213.87	100.000	5,213.87	1	5.2400
Utility Fund	Utility Fund (Restricted)	Texas Class	LGIP		5.4391			2,193,810.49	100.000	2,193,810.49	2,193,810.49	100.000	2,193,810.49	1	5.4391
Replacement Fund	Replacement Fund	Logic	LGIP		5.4106			167,589.24	100.000	167,589.24	167,589.24	100.000	167,589.24	1	5.4106
Replacement Fund	Replacement Fund	TexPool	LGIP		5.3173			29,925.97	100.000	29,925.97	29,925.97	100.000	29,925.97	1	5.3173
Replacement Fund	Replacement Fund	DWS	MMKT		5.2400			22,016.34	100.000	22,016.34	22,016.34	100.000	22,016.34	1	5.2400
Hotel Motel Fund	Hotel Motel Fund	Logic	LGIP		5.4106			240,720.77	100.000	240,720.77	240,720.77	100.000	240,720.77	1	5.4106
Hotel Motel Fund	Hotel Motel Fund	TexPool	LGIP		5.3173			42,984.88	100.000	42,984.88	42,984.88	100.000	42,984.88	1	5.3173
Hotel Motel Fund	Hotel Motel Fund	DWS	MMKT		5.2400			31,623.69	100.000	31,623.69	31,623.69	100.000	31,623.69	1	5.2400
Debt Service	Debt Service Fund	Logic	LGIP		5.4106			369,691.89	100.000	369,691.89	369,691.89	100.000	369,691.89	1	5.4106
Debt Service	Debt Service Fund	TexPool	LGIP		5.3173			66,014.92	100.000	66,014.92	66,014.92	100.000	66,014.92	1	5.3173
Debt Service	Debt Service Fund	DWS	MMKT		5.2400			48,566.73	100.000	48,566.73	48,566.73	100.000	48,566.73	1	5.2400
LM EDC Operating	LM EDC	Logic	LGIP		5.4106			6,565,490.65	100.000	6,565,490.65	6,565,490.65	100.000	6,565,490.65	1	5.4106
LM EDC Operating	LM EDC	TexPool	LGIP		5.3173			1,361,352.97	100.000	1,361,352.97	1,361,352.97	100.000	1,361,352.97	1	5.3173
LM EDC Operating	LM EDC	DWS	MMKT		5.2400			653.36	100.000	653.36	653.36	100.000	653.36	1	5.2400
LM EDC Operating	LM EDC	Money Market	MMKT		5.2400			-	100.000	-	-	100.000	-	0	5.2400
LM EDC Operating	LM EDC	Amoco CD	CD		2.5000			-	100.000	-	-	100.000	-	0	2.5000
LM EDC Operating	LM EDC	Texas Class	LGIP		5.4391			221,014.64	100.000	221,014.64	221,014.64	100.000	221,014.64	1	5.4391
1998 TWDB Sewer Rehab	Capital Projects Fund	DWS	MMKT		5.2400			179,386.29	100.000	179,386.29	179,386.29	100.000	179,386.29	1	5.2400
2007 CO	Capital Projects Fund	TexPool	LGIP		5.3173			310.10	100.000	310.10	310.10	100.000	310.10	1	5.3173
2016 CO	Capital Projects Fund	Logic	LGIP		5.4106			537,793.40	100.000	537,793.40	537,793.40	100.000	537,793.40	1	5.4106
2018 CO	Capital Projects Fund	Logic	LGIP		5.4106			2,669,430.61	100.000	2,669,430.61	2,669,430.61	100.000	2,669,430.61	1	5.4106
2020 CO	Capital Projects Fund	Logic	LGIP		5.4106			6,633,098.31	100.000	6,633,098.31	6,633,098.31	100.000	6,633,098.31	1	5.4106
Special Revenue Funds	Special Revenue Fund	DWS	MMKT		5.2400			18,549.16	100.000	18,549.16	18,549.16	100.000	18,549.16	1	5.2400
Special Revenue Funds	Special Revenue Fund	TexPool	LGIP		5.3173			25,213.17	100.000	25,213.17	25,213.17	100.000	25,213.17	1	5.3173
Special Revenue Funds	Special Revenue Fund	Logic	LGIP		5.4106			141,196.92	100.000	141,196.92	141,196.92	100.000	141,196.92	1	5.4106
Library Memorial	Fiduciary Fund	Logic	LGIP		5.4106			3,184.57	100.000	3,184.57	3,184.57	100.000	3,184.57	1	5.4106
Drug Seizure	Fiduciary Fund	Logic	LGIP		5.4106			8,624.40	100.000	8,624.40	8,624.40	100.000	8,624.40	1	5.4106
								29,157,582.46		29,157,582.46	29,157,582.46		29,157,582.46	1	5.4030

I certified that the Quarterly Investment Report represents the investment position of City of La Marque as of June 30, 2024 to the best of my knowledge and all investments under the City's control have been and are in compliance with the Texas Public Funds Investment Act and the City's Investment Policy as adopted by City Council.

Christina J

Investment Officer



City of La Marque, Texas

Quarter ended 6/30/2024

Summary Data

Type Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
LGIP	28,316,684.01	97.12%	1	5.408
MMKT	840,898.45	2.88%	1	5.240
CD	-	0.00%	0	0.000
	29,157,582.46	100.00%	1	5.403

Issuer Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
Amoco CD	-	0.00%	0	0.000
Money Market	-	0.00%	0	0.000
DWS	840,898.45	2.88%	1	5.240
Texas Class	4,608,635.61	15.81%	1	5.439
Logic	21,448,105.05	73.56%	1	5.411
TexPool	2,259,943.35	7.75%	1	5.317
	29,157,582.46	100.00%	1	5.403

Fund Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
General Fund	4,501,077.11	15.44%	1	5.386
General Fund (Restricted)	2,193,810.48	7.52%	1	5.439
Utility Fund	832,462.32	2.86%	1	5.351
Utility Fund (Restricted)	2,245,799.57	7.70%	1	5.438
Replacement Fund	219,531.55	0.75%	1	5.381
Capital Projects Fund	10,020,018.71	34.37%	1	5.408
Hotel Motel Fund	315,329.34	1.08%	1	5.381
Debt Service Fund	484,273.54	1.66%	1	5.381
LM EDC	8,148,511.62	27.95%	1	5.396
Special Revenue Fund	184,959.25	0.63%	1	5.381
Fiduciary Fund	11,808.97	0.04%	1	5.411
	29,157,582.46	100.00%	1	5.403

Maturity Breakdown:	Book Value	Percent
Less Than 90 Days	29,157,582.46	100.00%
90 to 180 Days	-	0.00%
181 to 365 Days	-	0.00%
More Than 365 Days	-	0.00%
	29,157,582.46	100.00%

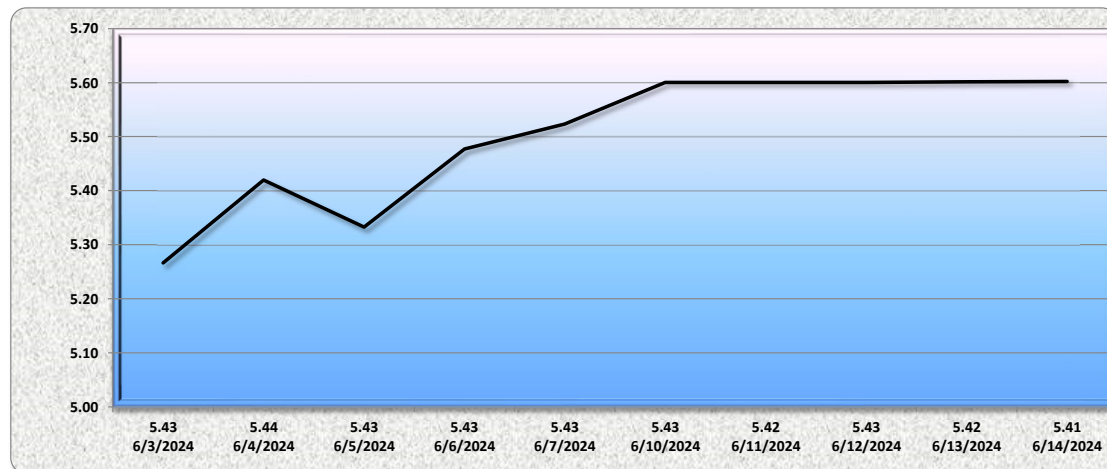


City of La Marque, Texas
Summary Investment Report
For Period Ended 6/30/2024

Total Portfolio Summary			
	Current Quarter 6/30/2024	Prior Quarter 3/31/2024	Change From Prior
Book Value	29,157,582	30,344,847	-1,187,265
Market Value	29,157,582	30,344,847	-1,187,265
Market Value%	100.00%	100.00%	0.00%
Weighted Average Maturity - Days	1 days	1 days	0 days
Weighted Average Yield	5.40%	5.45%	-0.05%

Portfolio Performance Summary	
Beginning Book Value	30,344,847
Beginning Market Value	30,344,847
Beginning WAM	1 days <i>Liquidity measurement</i>
Ending Book Value	29,157,582
Ending Market Value	29,157,582
Change in market value	-1,187,265 <i>Volatility measurement</i>
Ending WAM	1 days <i>Liquidity measurement</i>
Period Average Yield	5.40%
Period Average Benchmark	5.44%

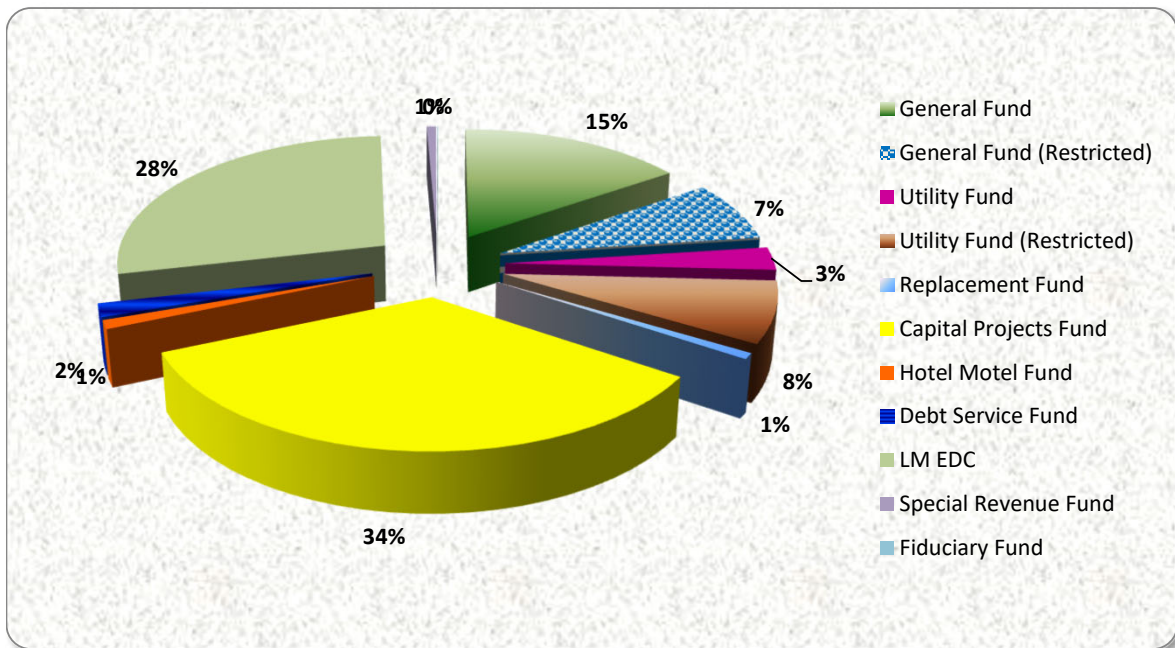
June 2024 T-Bill Historical Trend





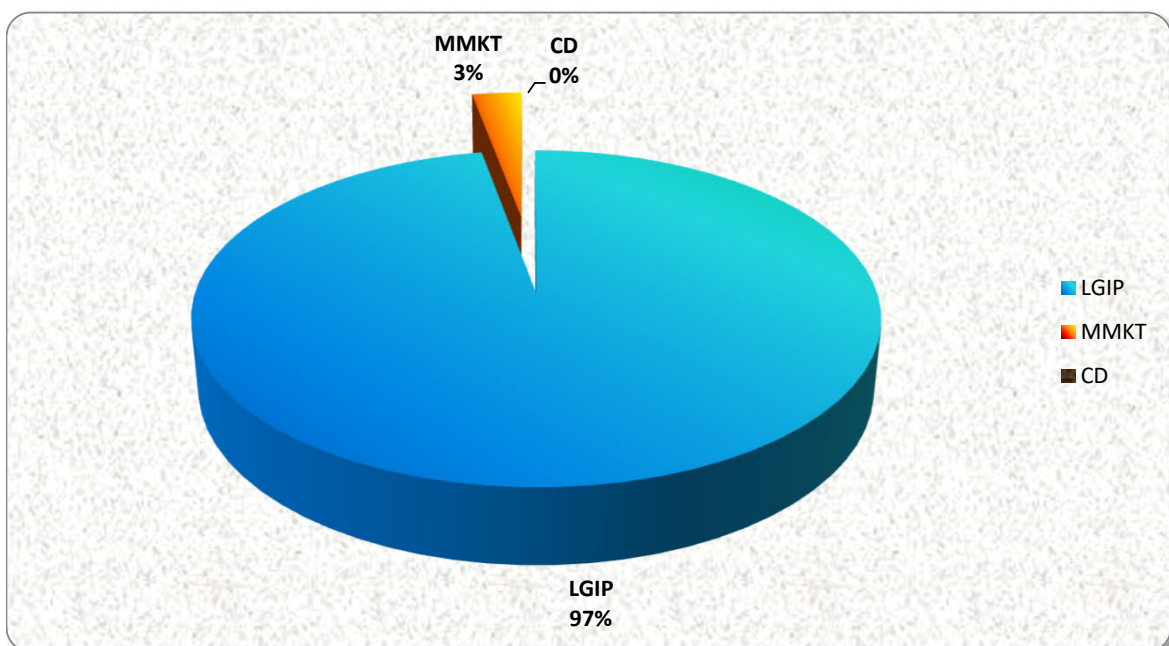
Investment Portfolio by Funds

As of 6/30/2024



Investment Portfolio by Types

As of 6/30/2024





City of La Marque, Texas

Quarter Ended 3/30/2024

Detailed Holdings

TexPool Rate: 5.3142

Logic Rate: 5.4733

DWS 5.2500

Texas Class 5.4562

Fund	Fund Categories	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM
General Fund	General Fund	Logic	LGIP		5.4733			4,753,698.45	100.000	4,753,698.45	4,753,698.45	100.000	4,753,698.45	1	5.4733
General Fund	General Fund	TexPool	LGIP		5.3142			458,343.01	100.000	458,343.01	458,343.01	100.000	458,343.01	1	5.3142
General Fund	General Fund	DWS	MMKT		5.2500			378,386.87	101.000	378,386.87	378,386.87	100.000	378,386.87	1	5.2500
General Fund	General Fund (Restricted)	Texas Class	LGIP		5.4562			2,193,810.48	100.000	2,193,810.48	2,193,810.48	100.000	2,193,810.48	1	5.4562
Utility Fund	Utility Fund	Logic	LGIP		5.4733			548,996.80	100.000	548,996.80	548,996.80	100.000	548,996.80	1	5.4733
Utility Fund	Utility Fund	TexPool	LGIP		5.3142			259,163.05	100.000	259,163.05	259,163.05	100.000	259,163.05	1	5.3142
Utility Fund	Utility Fund	DWS	MMKT		5.2500			150,109.85	100.000	150,109.85	150,109.85	100.000	150,109.85	1	5.2500
Utility Fund	Utility Fund (Restricted)	Logic	LGIP		5.4733			51,688.43	100.000	51,688.43	51,688.43	100.000	51,688.43	1	5.4733
Utility Fund	Utility Fund (Restricted)	TexPool	LGIP		5.3142			6,993.95	100.000	6,993.95	6,993.95	100.000	6,993.95	1	5.3142
Utility Fund	Utility Fund (Restricted)	DWS	MMKT		5.2500			5,151.56	100.000	5,151.56	5,151.56	100.000	5,151.56	1	5.2500
Utility Fund	Utility Fund (Restricted)	Texas Class	LGIP		5.4562			2,193,810.49	100.000	2,193,810.49	2,193,810.49	100.000	2,193,810.49	1	5.4562
Replacement Fund	Replacement Fund	Logic	LGIP		5.4733			218,261.99	100.000	218,261.99	218,261.99	100.000	218,261.99	1	5.4733
Replacement Fund	Replacement Fund	TexPool	LGIP		5.3142			29,532.96	100.000	29,532.96	29,532.96	100.000	29,532.96	1	5.3142
Replacement Fund	Replacement Fund	DWS	MMKT		5.2500			21,753.23	100.000	21,753.23	21,753.23	100.000	21,753.23	1	5.2500
Hotel Motel Fund	Hotel Motel Fund	Logic	LGIP		5.4733			313,505.77	100.000	313,505.77	313,505.77	100.000	313,505.77	1	5.4733
Hotel Motel Fund	Hotel Motel Fund	TexPool	LGIP		5.3142			42,420.37	100.000	42,420.37	42,420.37	100.000	42,420.37	1	5.3142
Hotel Motel Fund	Hotel Motel Fund	DWS	MMKT		5.2500			31,245.76	100.000	31,245.76	31,245.76	100.000	31,245.76	1	5.2500
Debt Service	Debt Service Fund	Logic	LGIP		5.4733			481,472.96	100.000	481,472.96	481,472.96	100.000	481,472.96	1	5.4733
Debt Service	Debt Service Fund	TexPool	LGIP		5.3142			65,147.96	100.000	65,147.96	65,147.96	100.000	65,147.96	1	5.3142
Debt Service	Debt Service Fund	DWS	MMKT		5.2500			47,986.33	100.000	47,986.33	47,986.33	100.000	47,986.33	1	5.2500
LM EDC Operating	LM EDC	Logic	LGIP		5.4733			6,406,712.80	100.000	6,406,712.80	6,406,712.80	100.000	6,406,712.80	1	5.4733
LM EDC Operating	LM EDC	TexPool	LGIP		5.3142			1,343,474.74	100.000	1,343,474.74	1,343,474.74	100.000	1,343,474.74	1	5.3142
LM EDC Operating	LM EDC	DWS	MMKT		5.2500			653.36	100.000	653.36	653.36	100.000	653.36	1	5.2500
LM EDC Operating	LM EDC	Money Market	MMKT		5.2500			-	100.000	-	-	100.000	-	0	5.2500
LM EDC Operating	LM EDC	Amoco CD	CD		2.5000			-	100.000	-	-	100.000	-	0	2.5000
LM EDC Operating	LM EDC	Texas Class	LGIP		5.4562			218,052.36	100.000	218,052.36	218,052.36	100.000	218,052.36	1	5.4562
1998 TWDB Sewer Rehab	Capital Projects Fund	DWS	MMKT		5.2500			177,068.37	100.000	177,068.37	177,068.37	100.000	177,068.37	1	5.2500
2007 CO	Capital Projects Fund	TexPool	LGIP		5.3142			306.36	100.000	306.36	306.36	100.000	306.36	1	5.3142
2016 CO	Capital Projects Fund	Logic	LGIP		5.4733			530,580.77	100.000	530,580.77	530,580.77	100.000	530,580.77	1	5.4733
2018 CO	Capital Projects Fund	Logic	LGIP		5.4733			2,633,629.59	100.000	2,633,629.59	2,633,629.59	100.000	2,633,629.59	1	5.4733
2020 CO	Capital Projects Fund	Logic	LGIP		5.4733			6,544,138.69	100.000	6,544,138.69	6,544,138.69	100.000	6,544,138.69	1	5.4733
Special Revenue Funds	Special Revenue Fund	DWS	MMKT		5.2500			18,327.48	100.000	18,327.48	18,327.48	100.000	18,327.48	1	5.2500
Special Revenue Funds	Special Revenue Fund	TexPool	LGIP		5.3142			24,882.05	100.000	24,882.05	24,882.05	100.000	24,882.05	1	5.3142
Special Revenue Funds	Special Revenue Fund	Logic	LGIP		5.4733			183,889.62	100.000	183,889.62	183,889.62	100.000	183,889.62	1	5.4733
Library Memorial	Fiduciary Fund	Logic	LGIP		5.4733			3,141.82	100.000	3,141.82	3,141.82	100.000	3,141.82	1	5.4733
Drug Seizure	Fiduciary Fund	Logic	LGIP		5.4733			8,508.79	100.000	8,508.79	8,508.79	100.000	8,508.79	1	5.4733
								30,344,847.05		30,344,847.05	30,344,847.05		30,344,847.05	1	5.4529

I certified that the Quarterly Investment Report represents the investment position of City of La Marque as of March 30, 2024 to the best of my knowledge and all investments under the City's control have been and are in compliance with the Texas Public Funds Investment Act and the City's Investment Policy as adopted by City Council.

Investment Officer



City of La Marque, Texas

Quarter ended 3/30/2024

Summary Data

Type Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
LGIP	29,514,164.24	97.26%	1	5.459
MMKT	830,682.81	2.74%	1	5.250
CD	-	0.00%	0	0.000
	30,344,847.05	100.00%	1	5.453

Issuer Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
Amoco CD	-	0.00%	0	0.000
Money Market	-	0.00%	0	0.000
DWS	830,682.81	2.74%	1	5.250
Texas Class	4,605,673.33	15.18%	1	5.456
Logic	22,678,226.47	74.74%	1	5.473
TexPool	2,230,264.44	7.35%	1	5.314
	30,344,847.05	100.00%	1	5.453

Fund Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
General Fund	5,590,428.33	18.42%	1	5.445
General Fund (Restricted)	2,193,810.48	7.23%	1	5.456
Utility Fund	958,269.69	3.16%	1	5.395
Utility Fund (Restricted)	2,257,644.43	7.44%	1	5.456
Replacement Fund	269,548.18	0.89%	1	5.438
Capital Projects Fund	9,885,723.78	32.58%	1	5.469
Hotel Motel Fund	387,171.90	1.28%	1	5.438
Debt Service Fund	594,607.24	1.96%	1	5.438
LM EDC	7,968,893.26	26.26%	1	5.446
Special Revenue Fund	227,099.15	0.75%	1	5.438
Fiduciary Fund	11,650.61	0.04%	1	5.473
	30,344,847.05	100.00%	1	5.453

Maturity Breakdown:	Book Value	Percent
Less Than 90 Days	30,344,847.05	100.00%
90 to 180 Days	-	0.00%
181 to 365 Days	-	0.00%
More Than 365 Days	-	0.00%
	30,344,847.05	100.00%



City of La Marque, Texas

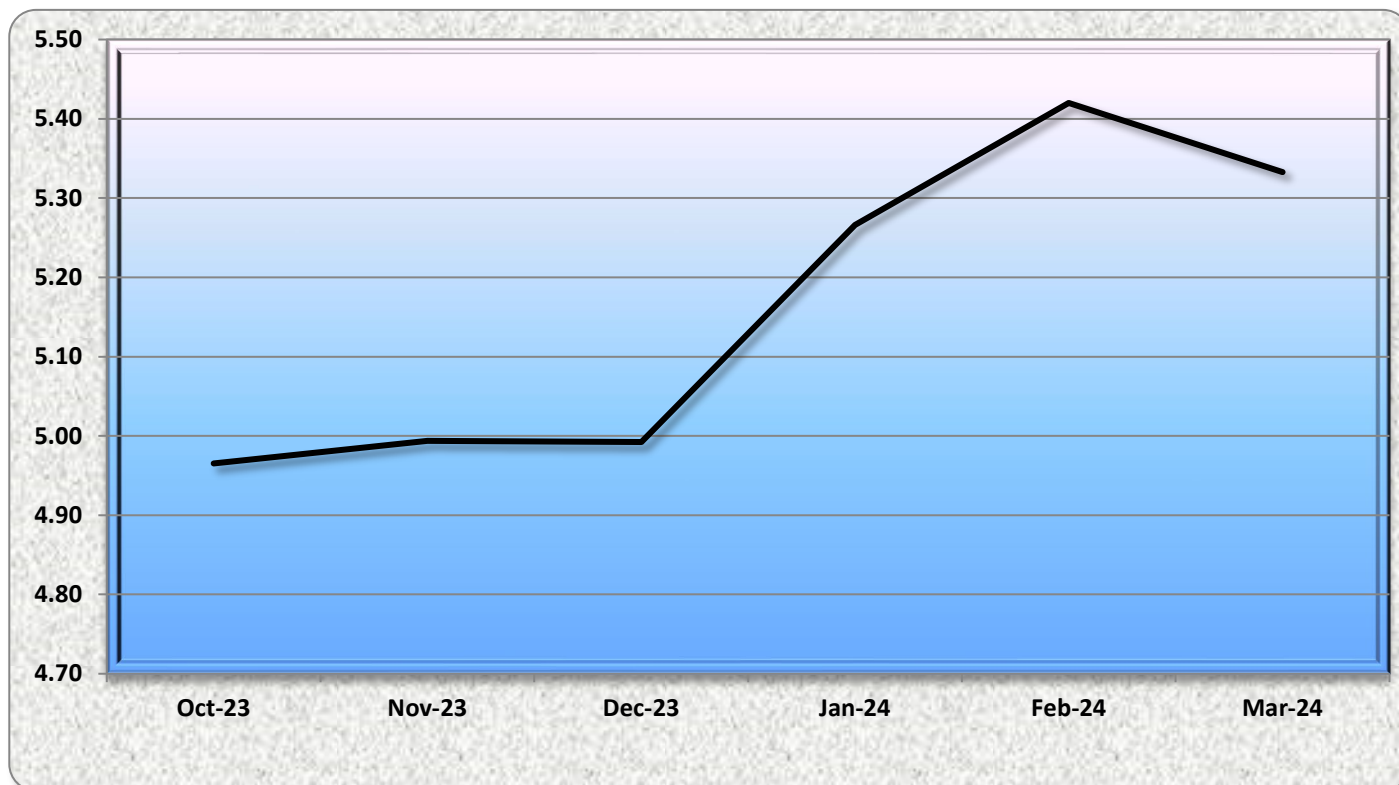
Summary Investment Report For Period Ended 3/30/2024

Total Portfolio Summary			
	Current Quarter 3/30/2024	Prior Quarter 12/31/2023	Change From Prior
Book Value	30,344,847	26,320,677	4,024,170
Market Value	30,344,847	26,320,677	4,024,170
Market Value%	100.00%	100.00%	0.00%
Weighted Average Maturity - Days	1 days	1 days	0 days
Weighted Average Yield	5.45%	5.51%	-0.06%

*Note-Increase in book value is due to property tax revenue being received. This is the Peak period for revenue receipts.

Portfolio Performance Summary	
Beginning Book Value	26,320,677
Beginning Market Value	26,320,677
Beginning WAM	1 days <i>Liquidity measurement</i>
Ending Book Value	30,344,847
Ending Market Value	30,344,847
Change in market value	4,024,170 <i>Volatility measurement</i>
Ending WAM	1 days <i>Liquidity measurement</i>
Period Average Yield	5.45%
Period Average Benchmark	5.54%

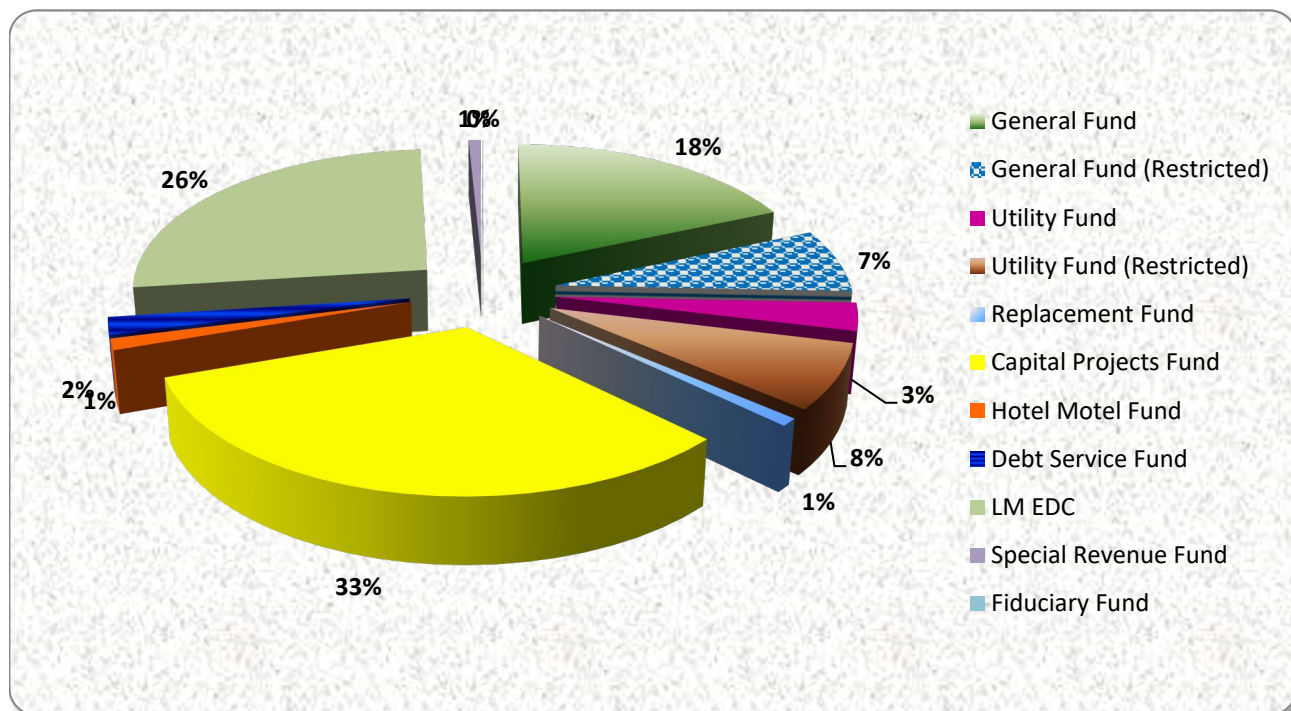
6-Month T-Bill Historical Trend





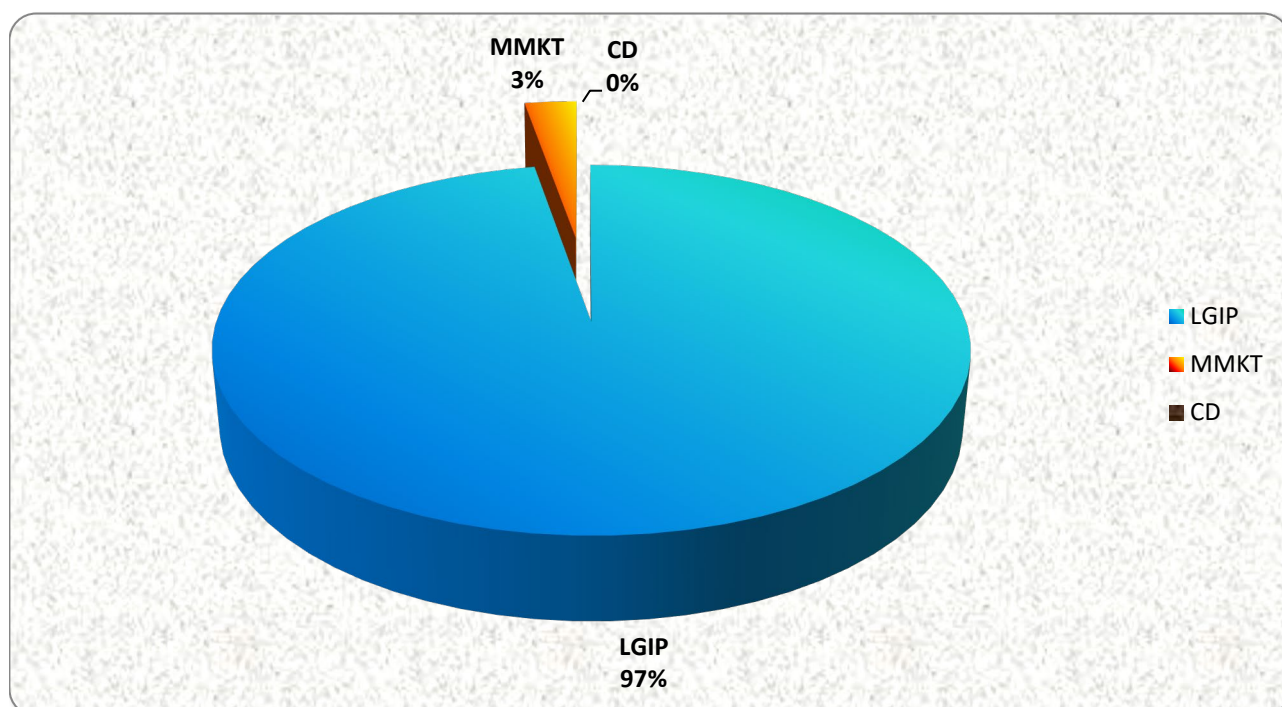
Investment Portfolio by Funds

As of 3/30/2024



Investment Portfolio by Types

As of 3/30/2024





City of La Marque, Texas
Quarter Ended 12/31/2023
Detailed Holdings

TexPool Rate: 5.3142
Logic Rate: 5.5411
DWS 5.2500
Texas Class 5.5688

Fund	Fund Categories	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM
General Fund	General Fund	Logic	LGIP		5.5411			1,231,269.53	100.000	1,231,269.53	1,231,269.53	100.000	1,231,269.53	1	5.5411
General Fund	General Fund	TexPool	LGIP		5.3142			1,651,902.27	100.000	1,651,902.27	1,651,902.27	100.000	1,651,902.27	1	5.3142
General Fund	General Fund	DWS	MMKT		5.2500			372,236.29	101.000	372,236.29	372,236.29	100.000	372,236.29	1	5.2500
General Fund	General Fund (Restricted)	Texas Class	LGIP		5.5688			2,193,810.48	100.000	2,193,810.48	2,193,810.48	100.000	2,193,810.48	1	5.5688
Utility Fund	Utility Fund	Logic	LGIP		5.5411			142,197.29	100.000	142,197.29	142,197.29	100.000	142,197.29	1	5.5411
Utility Fund	Utility Fund	TexPool	LGIP		5.3142			295,974.97	100.000	295,974.97	295,974.97	100.000	295,974.97	1	5.3142
Utility Fund	Utility Fund	DWS	MMKT		5.2500			149,399.53	100.000	149,399.53	149,399.53	100.000	149,399.53	1	5.2500
Utility Fund	Utility Fund (Restricted)	Logic	LGIP		5.5411			13,387.97	100.000	13,387.97	13,387.97	100.000	13,387.97	1	5.5411
Utility Fund	Utility Fund (Restricted)	TexPool	LGIP		5.3142			10,459.81	100.000	10,459.81	10,459.81	100.000	10,459.81	1	5.3142
Utility Fund	Utility Fund (Restricted)	DWS	MMKT		5.2500			5,084.69	100.000	5,084.69	5,084.69	100.000	5,084.69	1	5.2500
Utility Fund	Utility Fund (Restricted)	Texas Class	LGIP		5.5688			2,193,810.49	100.000	2,193,810.49	2,193,810.49	100.000	2,193,810.49	1	5.5688
Replacement Fund	Replacement Fund	Logic	LGIP		5.5411			56,532.68	100.000	56,532.68	56,532.68	100.000	56,532.68	1	5.5411
Replacement Fund	Replacement Fund	TexPool	LGIP		5.3142			44,168.10	100.000	44,168.10	44,168.10	100.000	44,168.10	1	5.3142
Replacement Fund	Replacement Fund	DWS	MMKT		5.2500			21,470.83	100.000	21,470.83	21,470.83	100.000	21,470.83	1	5.2500
Hotel Motel Fund	Hotel Motel Fund	Logic	LGIP		5.5411			81,202.06	100.000	81,202.06	81,202.06	100.000	81,202.06	1	5.5411
Hotel Motel Fund	Hotel Motel Fund	TexPool	LGIP		5.3142			63,441.90	100.000	63,441.90	63,441.90	100.000	63,441.90	1	5.3142
Hotel Motel Fund	Hotel Motel Fund	DWS	MMKT		5.2500			30,840.14	100.000	30,840.14	30,840.14	100.000	30,840.14	1	5.2500
Debt Service	Debt Service Fund	Logic	LGIP		5.5411			124,707.74	100.000	124,707.74	124,707.74	100.000	124,707.74	1	5.5411
Debt Service	Debt Service Fund	TexPool	LGIP		5.3142			97,432.20	100.000	97,432.20	97,432.20	100.000	97,432.20	1	5.3142
Debt Service	Debt Service Fund	DWS	MMKT		5.2500			47,363.37	100.000	47,363.37	47,363.37	100.000	47,363.37	1	5.2500
LM EDC Operating	LM EDC	Logic	LGIP		5.5411			6,086,236.71	100.000	6,086,236.71	6,086,236.71	100.000	6,086,236.71	1	5.5411
LM EDC Operating	LM EDC	TexPool	LGIP		5.3142			1,325,782.51	100.000	1,325,782.51	1,325,782.51	100.000	1,325,782.51	1	5.3142
LM EDC Operating	LM EDC	DWS	MMKT		5.2500			653.36	100.000	653.36	653.36	100.000	653.36	1	5.2500
LM EDC Operating	LM EDC	Money Market	MMKT		5.2500			-	100.000	-	-	100.000	-	0	5.2500
LM EDC Operating	LM EDC	Amoco CD	CD		2.5000			-	100.000	-	-	100.000	-	0	2.5000
LM EDC Operating	LM EDC	Texas Class	LGIP		5.5688			215,092.99	100.000	215,092.99	215,092.99	100.000	215,092.99	1	5.5688
1998 TWDB Sewer Rehab	Capital Projects Fund	DWS	MMKT		5.2500			174,771.99	100.000	174,771.99	174,771.99	100.000	174,771.99	1	5.2500
2007 CO	Capital Projects Fund	TexPool	LGIP		5.3142			307.56	100.000	307.56	307.56	100.000	307.56	1	5.3142
2016 CO	Capital Projects Fund	Logic	LGIP		5.5411			523,386.76	100.000	523,386.76	523,386.76	100.000	523,386.76	1	5.5411
2018 CO	Capital Projects Fund	Logic	LGIP		5.5411			2,597,920.73	100.000	2,597,920.73	2,597,920.73	100.000	2,597,920.73	1	5.5411
2020 CO	Capital Projects Fund	Logic	LGIP		5.5411			6,455,408.07	100.000	6,455,408.07	6,455,408.07	100.000	6,455,408.07	1	5.5411
Special Revenue Funds	Special Revenue Fund	DWS	MMKT		5.2500			18,089.56	100.000	18,089.56	18,089.56	100.000	18,089.56	1	5.2500
Special Revenue Funds	Special Revenue Fund	TexPool	LGIP		5.3142			37,212.41	100.000	37,212.41	37,212.41	100.000	37,212.41	1	5.3142
Special Revenue Funds	Special Revenue Fund	Logic	LGIP		5.5411			47,629.79	100.000	47,629.79	47,629.79	100.000	47,629.79	1	5.5411
Library Memorial	Fiduciary Fund	Logic	LGIP		5.5411			3,099.14	100.000	3,099.14	3,099.14	100.000	3,099.14	1	5.5411
Drug Seizure	Fiduciary Fund	Logic	LGIP		5.5411			8,393.35	100.000	8,393.35	8,393.35	100.000	8,393.35	1	5.5411
								26,320,677.27		26,320,677.27	26,320,677.27		26,320,677.27	1	5.5065

I certified that the Quarterly Investment Report represents the investment position of City of La Marque as of March 30, 2024 to the best of my knowledge and all investments under the City's control have been and are in compliance with the Texas Public Funds Investment Act and the City's Investment Policy as adopted by City Council.

Christina I

Investment Officer



City of La Marque, Texas

Quarter ended 12/31/2023
Summary Data

Type Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
LGIP	25,500,767.52	96.88%	1	5.515
MMKT	819,909.75	3.12%	1	5.250
CD	-	0.00%	0	0.000
	26,320,677.27	100.00%	1	5.506

Issuer Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
Amoco CD	-	0.00%	0	0.000
Money Market	-	0.00%	0	0.000
DWS	819,909.75	3.12%	1	5.250
Texas Class	4,602,713.96	17.49%	1	5.569
Logic	17,371,371.83	66.00%	1	5.541
TexPool	3,526,681.73	13.40%	1	5.314
	26,320,677.27	100.00%	1	5.506

Fund Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
General Fund	3,255,408.09	12.37%	1	5.393
General Fund (Restricted)	2,193,810.48	8.33%	1	5.569
Utility Fund	587,571.79	2.23%	1	5.353
Utility Fund (Restricted)	2,222,742.96	8.44%	1	5.567
Replacement Fund	122,171.61	0.46%	1	5.408
Capital Projects Fund	9,751,795.11	37.05%	1	5.536
Hotel Motel Fund	175,484.09	0.67%	1	5.408
Debt Service Fund	269,503.31	1.02%	1	5.408
LM EDC	7,627,765.57	28.98%	1	5.502
Special Revenue Fund	102,931.76	0.39%	1	5.408
Fiduciary Fund	11,492.49	0.04%	1	5.541
	26,320,677.27	100.00%	1	5.506

Maturity Breakdown:	Book Value	Percent
Less Than 90 Days	26,320,677.27	100.00%
90 to 180 Days	-	0.00%
181 to 365 Days	-	0.00%
More Than 365 Days	-	0.00%
	26,320,677.27	100.00%



City of La Marque, Texas

Summary Investment Report

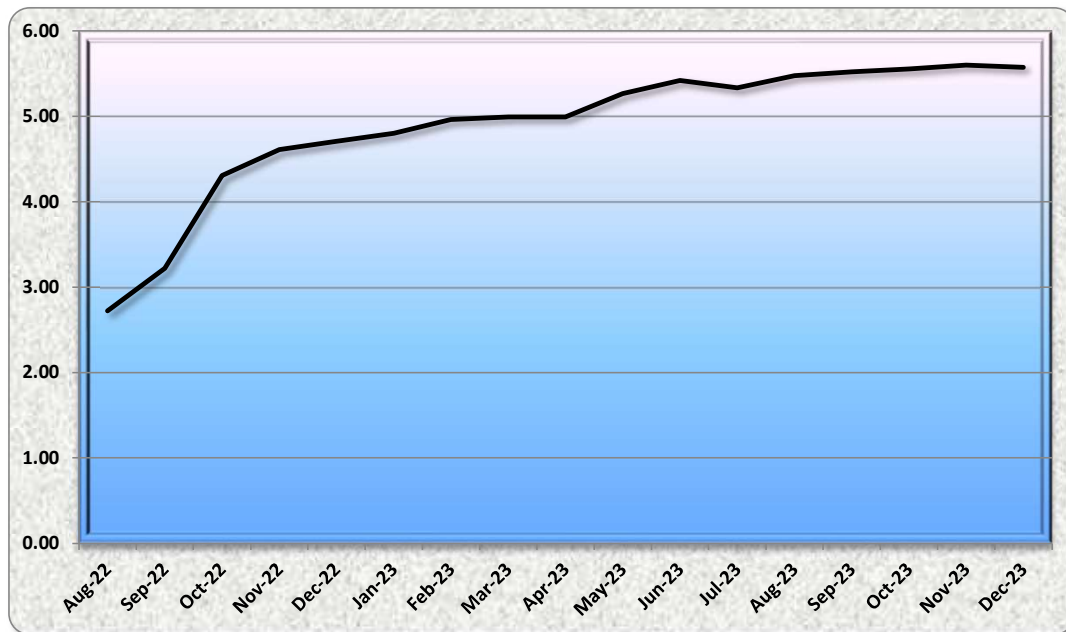
For Period Ended 12/31/2023

Total Portfolio Summary			
	Current Quarter	Prior Quarter	Change From
	12/31/2023	9/30/2023	Prior
Book Value	26,320,677	27,726,434	-1,405,757
Market Value	26,320,677	27,726,434	-1,405,757
Market Value%	100.00%	100.00%	0.00%
Weighted Average Maturity - Days	1 days	1 days	0 days
Weighted Average Yield	5.51%	5.49%	0.02%

*Note-Change of negative \$2 million was due to paying for operating expenditures after peak revenues collections period.

Portfolio Performance Summary	
Beginning Book Value	27,726,434
Beginning Market Value	27,726,434
Beginning WAM	1 days <i>Liquidity measurement</i>
Ending Book Value	26,320,677
Ending Market Value	26,320,677
Change in market value	-1,405,757 <i>Volatility measurement</i>
Ending WAM	1 days <i>Liquidity measurement</i>
Period Average Yield	5.51%
Period Average Benchmark	5.51%

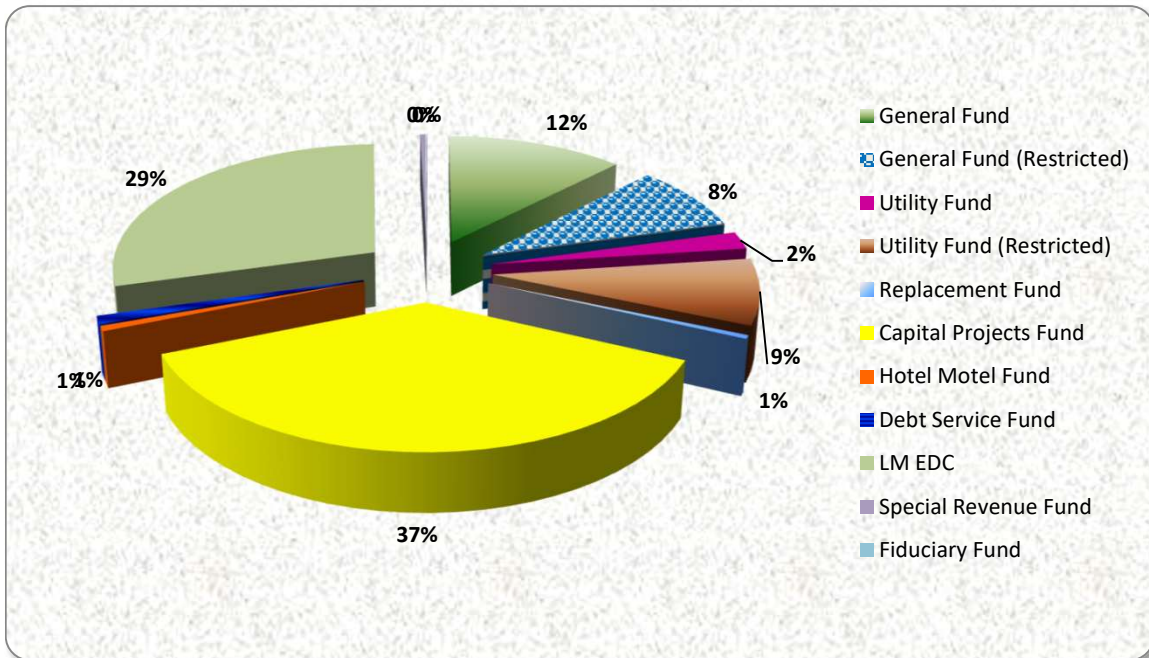
6-Month T-Bill Historical Trend





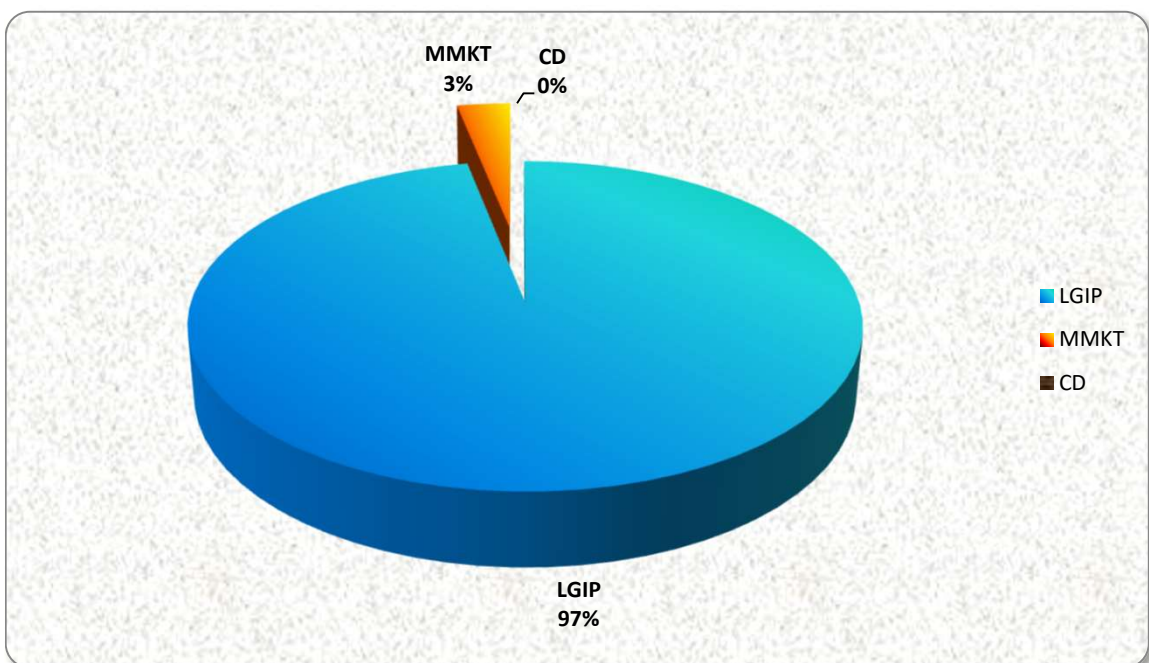
Investment Portfolio by Funds

As of 12/31/2023



Investment Portfolio by Types

As of 12/31/2023





CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Agenda Item: 8.III.

Prepared by: _____

Reviewed by: _____

Department: Police

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:



Effective 12/31/2024

LA MARQUE POLICE DEPARTMENT:
Calendar Year Metrics:

Legend: YTD- Year to Date
LYTD = Last Year to Date
STP = Same Time Period as Current Year
YPC = Yearly Percentage Change
CR% = Clearance Rate (Solved Cases)

ARREST DATA:

Type	2021	2022	2023	2024	Total
Adult	1062	1629	2254	2671	7616
Juvenile	5	5	10	21	41
Total	1067	1634	2264	2692	7657

La Marque Pop. 20,254
Officers per 1K Pop: LMPD 2.01 / Texas 2.0 (estimated)

ARREST DATA:

IBR Offense	2021	2022	2023	2024	Total
DRIVING UNDER THE INFLUENCE	31	40	98	150	319
DRUG/NARCOTIC OFFENSES	61	140	177	308	686
Total	92	180	275	458	1005

Calls for Service

Year	Count
2024	19905
2023	14230
2022	13695
2021	13478
Total	61308

City of La Marque Data

Year	2021			2022			2023			2024		
ibrdesc (groups)	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP
⊕ VIOLENT CRIME	626.81	-18.63%	5	530.19	-15.41%	1	538.17	1.50%		478.92	-11.01%	1
⊕ PROPERTY CRIME	3,030.47	-20.02%	9	3,048.62	0.60%	16	1,797.18	-41.05%	6	1,520.69	-15.38%	2
Total	3,657.27	-19.69%	14	3,578.81	-2.15%	17	2,330.40	-34.88%	6	1,999.61	-14.19%	3



LA MARQUE POLICE DEPARTMENT:

Calendar Year Metrics:

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Total	92	180	275	458	1005

Year	Count
2024	19905
2023	14230
2022	13695
2021	13478
Total	61308

City of La Marque Data

Year ibrdesc (groups)	2021 Crime Rate	Crime Rate YPC	STP	2022 Crime Rate	Crime Rate YPC	STP	2023 Crime Rate	Crime Rate YPC	STP	2024 Crime Rate	Crime Rate YPC	STP
☒ VIOLENT CRIME	626.81	-18.63%	5	530.19	-15.41%	1	538.17	1.50%		478.92	-11.01%	
☒ SEX OFFENSES (FORCIBLE)	212.57	56.38%	2	201.47	-5.22%		172.81	-14.23%		108.62	-37.14%	
FORCIBLE RAPE	109.01	37.48%	1	132.55	21.59%		128.37	-3.15%		88.87	-30.77%	
FORCIBLE SODOMY	10.90	-35.84%		5.30	-51.36%		4.94	-6.88%			-100.00%	
FORCIBLE FONDLING	92.66	133.71%	1	63.62	-31.34%		39.50	-37.92%		19.75	-50.00%	
☒ ROBBERY	70.86	-51.88%		42.42	-40.14%		64.18	51.32%		79.00	23.08%	
ROBBERY	70.86	-51.88%		42.42	-40.14%		64.18	51.32%		79.00	23.08%	
☒ HOMICIDE OFFENSES	27.25	60.39%		21.21	-22.18%	1	14.81	-30.16%		9.87	-33.33%	
MURDER/NON NEGLIGENT MANSLAUGHTER	21.80	28.31%		21.21	-2.73%	1	14.81	-30.16%		9.87	-33.33%	
NEGLIGENT MANSLAUGHTER	5.45				-100.00%							
☒ ASSAULT OFFENSES	316.13	-32.75%	3	270.40	-14.47%		286.36	5.90%		281.43	-1.72%	
AGGRAVATED ASSAULT	316.13	-32.75%	3	270.40	-14.47%		286.36	5.90%		281.43	-1.72%	
☒ PROPERTY CRIME	3,030.47	-20.02%	9	3,048.62	0.60%	16	1,797.18	-41.05%	6	1,520.69	-15.38%	
☒ MOTOR VEHICLE THEFT	354.28	-22.78%	1	328.72	-7.21%	2	261.68	-20.40%	1	256.74	-1.89%	
MOTOR VEHICLE THEFT	354.28	-22.78%	1	328.72	-7.21%	2	261.68	-20.40%	1	256.74	-1.89%	
☒ LARCENY/THEFT OFFENSES	2,136.59	-22.06%	6	2,131.38	-0.24%	12	1,086.21	-49.04%	3	977.58	-10.00%	
THEFT FROM BUILDING	92.66	-9.11%		84.83	-8.45%	1	49.37	-41.80%		44.44	-10.00%	
THEFT FROM COIN OPERATED MACH/DEV	5.45	-3.77%		5.30	-2.73%		14.81	179.37%		9.87	-33.33%	
THEFT FROM MOTOR VEHICLE	555.95	-25.64%	1	418.85	-24.66%		167.87	-59.92%	1	222.18	32.35%	
THEFT MV PARTS OR ACCESSORIES	158.06	16.28%		121.94	-22.85%		79.00	-35.22%	1	79.00	0.00%	
THEFT-POCKET- PICKING		-100.00%										
THEFT-PURSE SNATCHING				5.30				-100.00%				
THEFT- SHOPLIFTING	1,324.47	-24.08%	5	1,495.15	12.89%	11	775.16	-48.16%	1	631.97	-18.47%	
☒ BURGLARY/B&E	539.60	-10.96%	2	588.52	9.07%	2	449.29	-23.66%	2	296.24	-34.07%	
BURGLARY/BRE AKING & ENTERING	539.60	-9.27%	2	588.52	9.07%	2	449.29	-23.66%	2	296.24	-34.07%	
BURGLARY/BRE AKING AND ENTERING		-100.00%										
Total	3,657.27	-19.69%	14	3,578.81	-2.15%	17	2,330.40	-34.88%	6	1,999.61	-14.19%	



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Cesar Garcia

Department: Administration

Agenda Item: 8.IV.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

BAHEP President, Brian Freedman, provided the following 2024 Year in Review synopsis below.

- BAHEP was able to facilitate a meeting with Vice Chancellor for Government Relations from UH, Jason Smith, at their site for a tour with Alex Getty, Bix Rathburn, and Brian Freedman. Had the opportunity to meet with site leaders and begin preliminary conversations about potential project options.
- BAHEP was glad to support the Wellby Financial/ Habitat for Humanity (HFH) house in La Marque. Brian serves on the Wellby Board of Directors and has been a big advocate for home ownership and the partnership with HFH.
- From that meeting, BAHEP attempted to make some contacts with DOW to find out about nearby land that was unused, but no luck with any key decision makers on that land to date. This land is part of proposed Heroes Village Project that La Marque is partnering with Habitat for Humanity on. The Heroes Village Project would feature homes of various shapes and sizes, constructed by Bay Area Habitat for Humanity and offered to veterans and military personnel at a low cost with no-interest mortgages.
- 10/23 – Mark Mitchell, BAHEP VP of Economic Development and Policy, joined the groundbreaking ceremony for Dataprana on FM 1764.
- 11/14 - Barbara Cutsinger, BAHEP Marketing Manager, took part in the 2050 Strategic Plan Visioning Meeting.
- La Marque's engagement with BAHEP Committees and Meetings
- Alex Getty has regularly attended the BAHEP prospect Review Meetings to talk about open regional projects.
- La Marque Leaders have attended BAHEP General Membership meetings on several occasions.
- 11/20 BAHEP hosted the Houston/Galveston Area City Managers including La Marque City Manager Cesar Garcia.
- BAHEP currently has 28 projects in the pipeline with a potential for over 2,250 jobs and 1.2M new SF in the region.
- BAHEP led the region's response to the Submarine Industrial Base project that included inputs from regional industry and educational leaders including A&A Machining of La Marque. They have submitted a follow-up proposal to Deloitte and the U.S. Navy.
- Attached is BAHEP's annual report submitted to their Board of Directors with some of the regional work the organization has taken part in.

HISTORY:

Council supported staff's recommendation to become a part of BAHEP.

FISCAL IMPACT:

N/A

Bay Area Houston Economic Partnership 2024 Year End Report

“Foundation for the Future”



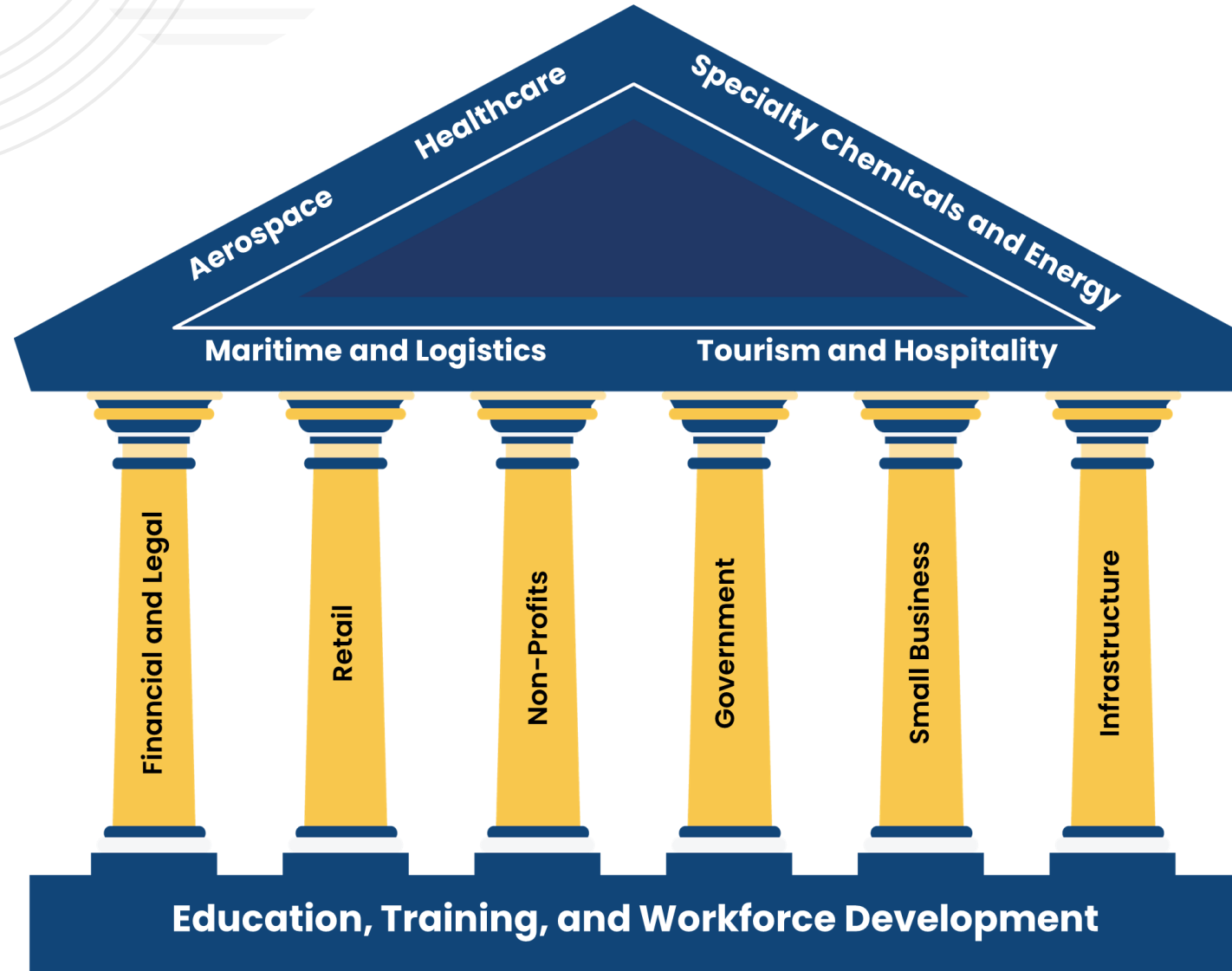
BAHEP's 2025-2029 Strategic Plan

Strategic Goals Approved in May 2024



BAHEP's 2025-2029 Strategic Plan

Bay Area Houston's Regional Economy





BAHEP in 2024

Theme for 2024 Annual Report



2024 - Foundation for the Future

1

Promote and Grow the Region's
Diversified Economy

Economic Development Wins for the Region



Texas A&M Space Institute



KULR Technologies



ACMI Land Lease



Wellby HQ

Robust Economic Development Pipeline

BAHEP's 11 project wins in 2024 resulted in 885 new jobs, 225 acres developed, 265,000SF of new space and CapEx of over \$200M.

BAHEP has **28 projects** in the pipeline, representing potential for over **2,250 jobs** and **1.2M SF** in the region

1

Promote and Grow the Region's
Diversified Economy

International Delegations



16 Delegations in 2024

BAHEP hosted delegations from Australia, Czech Republic, Denmark, Finland, France, Hungary, India, Mexico, Sweden, Taiwan, Turkey, and the UK.



First Head of State Visit

BAHEP hosted the President of the Czech Republic Petr Pavel in July.



The Go-To Organization

BAHEP is now the leading organization for hosting international delegations in the region.

1

Promote and Grow the Region's
Diversified Economy

Conferences and Meetings



Space City Jobs Fair

BAHEP Partnered with Space Center Houston and UHCL to host over 22 companies and 500+ job seekers



Novium and BCM Tech Demos

Novium and Baylor College of Medicine showcased their technologies in BAHEP's lobby for NASA and other industry partners



District E Town Hall

City of Houston District E Councilman hosted his Town Hall meeting in the BAHEP Conference Room with over 100 attendees

1

Promote and Grow the Region's
Diversified Economy

U.S. Space Force Meetings



General Stephen Whiting

General Whiting is the Commander of U.S. Space Command and visited Ellington for briefings and tours including a regional overview on August 12.



General Philip Garrant

General Garrant is the Command of Space Systems Command and visited NASA JSC for briefings and tours including a regional overview on November 4.



Col. Omar Perea

Col. Perea leads the USSF Innovation and Prototyping group. He visited Bay Area Houston and spent the day visiting sites and meeting with key leaders on November 5.

2

Create Value for the Membership

Flagship General Membership Meetings and Events

Feb. 13

Adriana Cruz, Director of
TX Office of Economic
Development

May 14

New Member
Breakfast

Aug. 1

John Whitmire,
Mayor of Houston

Oct. 9

Dawn Buckingham, TX
Land Commissioner
&

Oct. 23

Small Business
Committee AI Luncheon
with the BAHEP Board

Dec. 12

BAHEP Holiday
Party

Jan

Feb

Mar

Apr

May

Jun

Jul

Aug

Sep

Oct

Nov

Dec

Jan. 26

2024 Quasar
Banquet honoring
William Harris

Mar. 6

Patrick Jankowski,
State of the
Economy

May 28

U.S. Rep. Brian
Babin Legislative
Update

July 17

Jim Szczesniak, Director
of the Houston Airport
System

Sept. 9

BAHEP Golf
Tournament
&

Sept. 25

Charlie Jenkins,
CEO, Port of
Houston

Nov. 15

A&M Space Institute –
Vanessa Wyche and Rob
Ambrose

2

Create Value for the Membership

New Member Events



2

Create Value for the Membership

2024 Quasar Banquet



2

Create Value for the Membership

Membership Growth



2

Create Value for the Membership

43 New Members YTD



BAHEP Committees

15 Active Committees
128 Meetings

BAHEP's Largest Committee Meeting in History

The March AAC meeting had over 113 attendees for the announcement of the ACMI project and the Intuitive Machines Odysseus Mission briefing. AAC meetings regularly have close to 100 attendees.

2024 BAHEP Committees

Aerospace Advisory Committee
Annual Banquet Committee
BAHEP Cares Veteran Mentoring
Citizen's For Space Exploration
Education And Workforce
Development Committee
Energy Committee
Health Care Committee

International Maritime Advisory
Membership Engagement
Military Affairs Committee
Political Protocol Committee
Public Safety Committee
Small Business Committee
Space Center Volunteers
Team Nasa



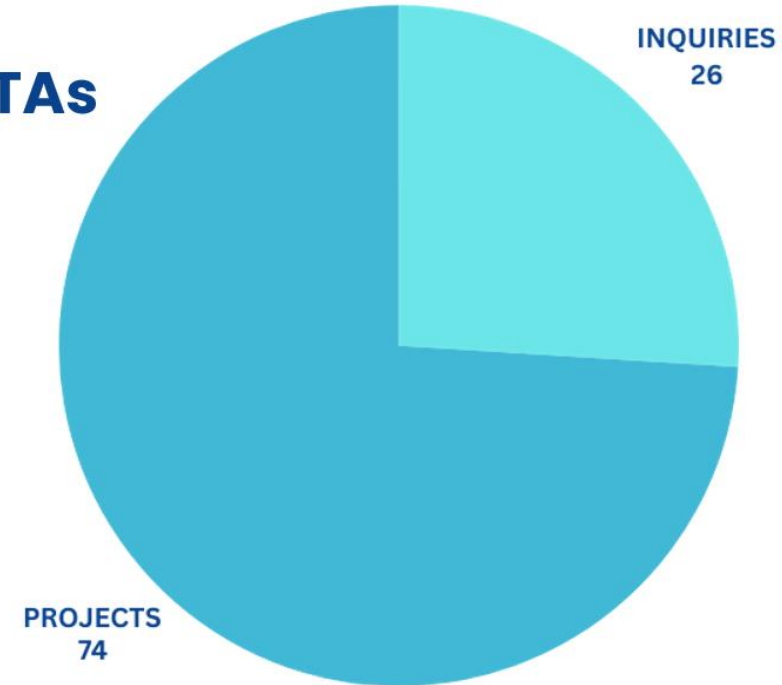
3

Lead a Dynamic Business Environment Through Partnerships

SATOP Goes Statewide



RTAs



41

University Capstone Projects

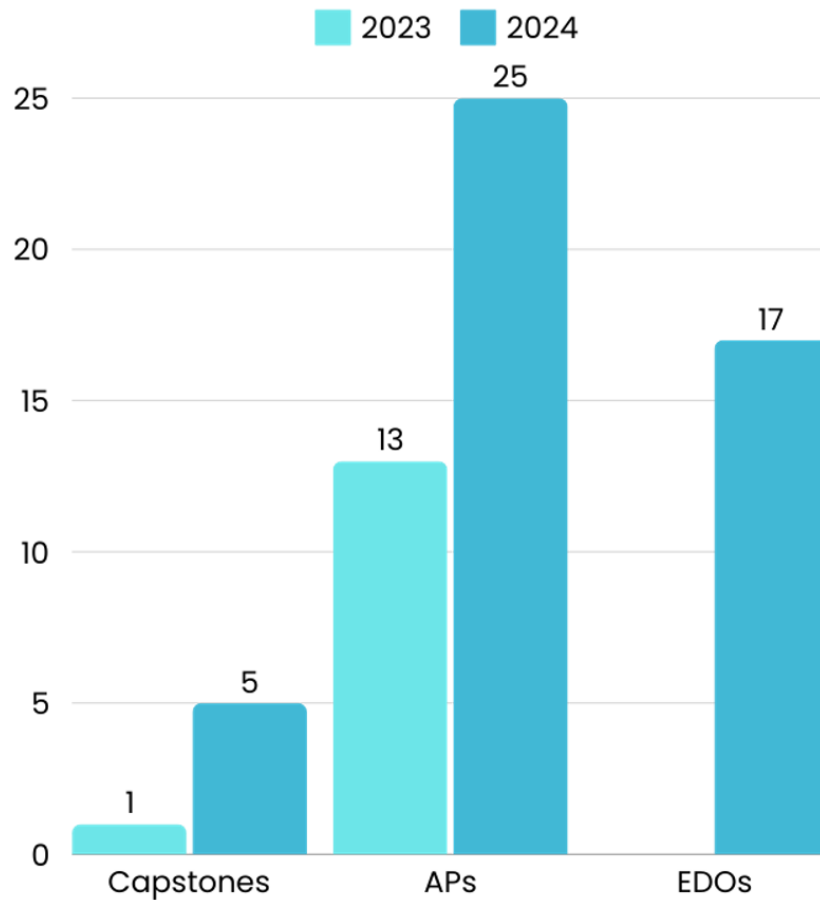
- 33 completed/in progress/ starting in spring
- 8 current capstone candidates

33

40-Hour Technical Assistance

- 20 completed
- 13 in progress

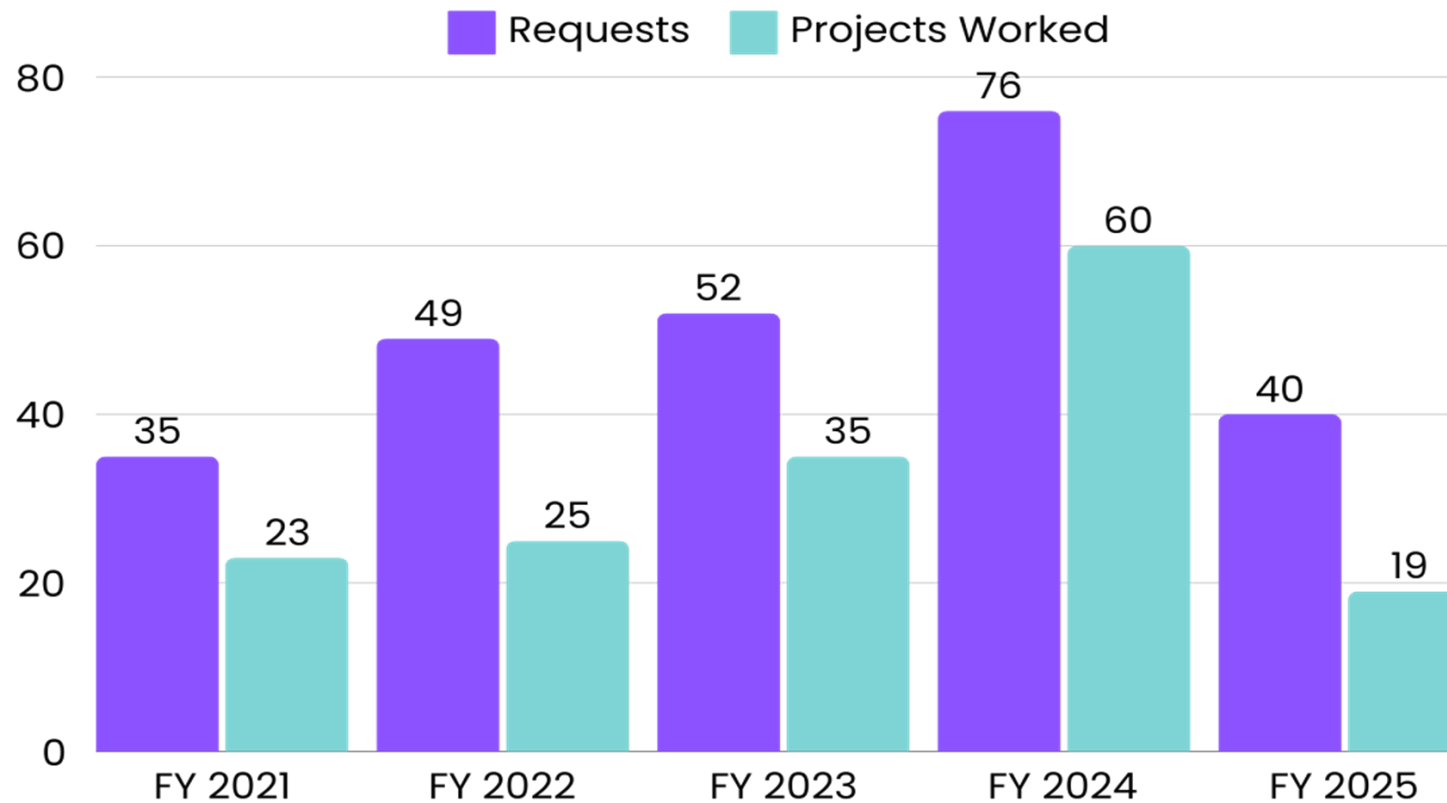
SATOP Goes Statewide



- Capstones=University Capstone Programs
- APs = Alliance Partners
- EDOs = Economic Development Organizations

SATOP Goes Statewide

Requests for Assistance and Projects Worked FY 2021 – FY2025



3

Lead a Dynamic Business
Environment Through Partnerships

Texas Space Commission and TARSEC



Texas Space Commission and TARSEC

Texas Space Commission

- **Gwen Griffin** of Houston is the chief executive officer of the Griffin Communications Group.
- **Kathy Lueders** of Brownsville is the general manager of Starbase at SpaceX.
- **John Shannon** of Houston is the vice president of Exploration Systems at the Boeing Company.
- **Sarah “Sassie” Duggleby** is the CEO and co-founder of Venus Aerospace.
- **Kirk Shireman** of Pearland is the vice president of Lunar Exploration Campaigns at Lockheed Martin.
- **Evan Loomis** of Austin is the co-founder of ICON, a general partner in Overmatch Ventures, a founding partner of Saturn Five, a venture partner for Audere Capital LLC, and an adjunct professor at Texas A&M University.
- **Heather Wilson, Ph.D.**, of El Paso is the president of The University of Texas at El Paso.
- **Nancy Currie-Gregg, Ph.D.**, of College Station is the director of the Texas A&M Space Institute.
- **Brad Morrison** of Boerne is the founder and CEO of Atlantis Industries.

Texas Aerospace Research and Space Economy Consortium (TARSEC)

- **Stephanie Murphy** of Seabrook is the CEO and executive chairman of Aegis Aerospace, Inc.
- **Matt Ondler** of Houston is the president and former chief technology officer at Axiom Space.
- **Jack “2fish” Fischer** of Houston is vice president of production and operations at Intuitive Machines.
- **Brian Freedman** of Friendswood is president of the Bay Area Houston Economic Partnership.
- **Shey Sabripour** is the founder and CEO of CesiumAstro, Inc.
- **Robert Ambrose, Ph.D.**, is a professor of Mechanical Engineering at Texas A&M University.
- **Daniel T. Jaffe, Ph.D.**, is vice president for research, professor of the Office of the Executive Vice President, and the provost of the Department of Astronomy at The University of Texas.
- **David Alexander, Ph.D.**, is a professor of physics and astronomy and director of the Rice Space Institute at Rice University.

* Green indicates a BAHEP member

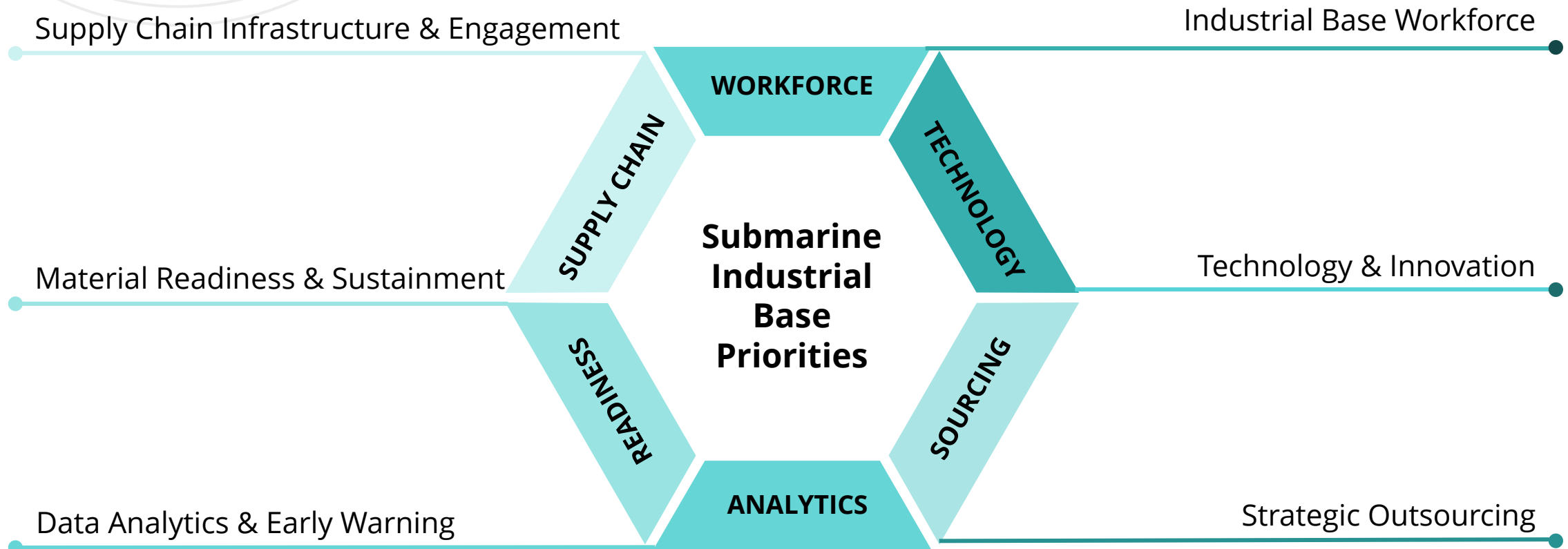
* Yellow indicates a BAHEP partner

Wagner Peyser Grant Win High Demand Hidden Careers

- 11th consecutive Wagner Peyser Grant
- First year of the Medical Research Assistant Program
- Up to 30 students
 - 5 have begun
 - 10 will begin before the end January



Submarine Industrial Base and Maritime Industrial Base Projects



Conferences and Events



ASCENDx Texas 2024

BAHEP partnered with AIAA for ASCENDx Texas 2024. It was the largest event to date and included the formal signing for the A&M Space Institute partnership with NASA JSC.



South Texas Transportation Summit

BAHEP Partnered with the Economic Alliance Port Houston and BAYTRAN to host this important event focusing on all aspects of transportation.



Advanced Air Mobility Symposium

BAHEP Partnered with Wisk and Boeing to host regional leaders to talk about the future of Advanced Air Mobility in the greater Houston region.

Citizens for Space Exploration D.C. Trip



- 32nd Annual D.C. Trip
- 75 Travelers representing 19 states
- 286 Office Visits
- 47 States
- Join us Next Year: May 19-21, 2025



89th Legislative Session Agenda



BAY AREA HOUSTON
Economic Partnership



CLEAR LAKE AREA
Chamber of Commerce
Serving Bay Area Houston since 1962



**LEGISLATIVE AGENDA
89TH LEGISLATIVE SESSION**

Aerospace Industry	Support for the Texas Space Commission growth and Texas Aerospace Research and Space Energy Consortium (TARSEC) and its Projects. Support for Texas Aerospace Scholars (TAS) and Space Alliance Technology Outreach Program (SATOP).
Defense Economic Adjustment Assistance Grant (DEAAG)	Support a \$1.5M DEAAG Grant, specifically support for a running track and athletic facility at Ellington Field Joint reserve Base.
Education and Workforce Development	Support increased funding for public education to meet Texas' growing population, student well-being, teacher retention, and business needs. Support clarification of the rules and regulations of HB8 for community colleges.
Energy	Support legislation to stabilize the grid by prioritizing natural gas usage concurrent with renewable sources of electricity. Support legislation to expand the use and development of nuclear energy.
Healthcare Services	Support expansion of Texas' mental healthcare funding for prevention and intervention. Support medical research at Texas' universities and academic health centers.
Public Safety	Support Regional Training and Emergency Coordination Center.
Small Business	Support legislation to allow collective insurance coverage for all liability including flooding, and continuity costs. The legislation would be similar to the healthcare small business legislation.
Storm Surge Suppression and Flood Mitigation	Support for Gulf Coast Protection District. Support for the Gulf Coast Protection trust fund. Support for the state flood plan and encourage continuing efforts to focus on flood mitigation.
Transportation and Infrastructure	Support of essential roads and bridges (hurricane evacuation routes and freight transportation) Support legislation to create a fund to maintain port waterways and dredging.



BAHEP's legislative agenda for the 89th Session was developed collaboratively and iteratively among its 300+ regional member organizations and partners. To be included on the priority agenda, a proposal must contribute in all the following domains: sustained regional economic growth, improved quality-of-life, enhanced resilience and risk mitigation, and a positive return-on-investment to the State of Texas.



BAY AREA HOUSTON
Economic Partnership



CLEAR LAKE AREA
Chamber of Commerce
Serving Bay Area Houston since 1962

Bay Area Houston
Legislative Agenda Fact Sheet
2025

Comprised of 19 cities, Harris and Galveston counties, the Bay Area Houston region is the home of:

- Nasa Johnson Space Center
- Space Center Houston
- Bayport Industrial Complex
- 6 Major Healthcare Systems

- Houston Spaceport at Ellington Airport
- Port Houston
- 11 School Districts
- 3 Colleges & 3 Universities

The People of Bay Area Houston

Median Age of Residents:

36.4

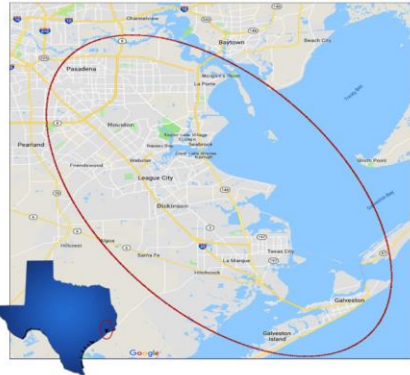


Average Household Income:

\$103,876

Median Household Income:

\$82,198



Education of Population 25+

Bachelor's Degree

19.7%

Graduate Degree

10%

The 940,000 people who live and work in Bay Area Houston enjoy a low-cost business climate, affordable and diverse housing options, and year-round activities with more than 3,000 acres of parks and recreational space.

Houston ranks first among U.S. cities in *Fortune* 500 headquarters. Bay Area Houston features:

- The largest concentration of specialty chemical processors in the world
- Industry leaders from the aerospace / aviation, healthcare, maritime, specialty chemical, and tourism/recreation sectors

Clear Lake Shores Deer Park Dickinson El Lago Friendswood Hitchcock Houston Kemah La Marque La Porte League City Morgan's Point Nassau Bay Pasadena Santa Fe Seabrook Taylor Lake Village Texas City Webster

4

Advocate for Regional Prosperity
and Quality of Life

Business Organization Leaders – Austin Trip



Advocacy: Visits, Letters, Calls, & Engagement



April 25, 2024

The Honorable Brian Babin
2236 Rayburn House Office Building
Washington, DC 20515

Congressman Babin:

I write today from the Bay Area Houston Economic Partnership (BAHEP), a coalition of aerospace engineering and manufacturing companies anchoring the city of Houston as a pillar of aerospace and throughout the country. Support to provide a first-rate aerospace engineering program, right economic growth and new opportunities to the BAHEP's mission. As an organization committed to we recognize the significant impact that such

- 37 Support Letters
- 45 Presentations & Briefings
- Wide range of issues:
 - Coastal Barrier
 - NASA Support
 - Grant Applications (Incl. SEARF)
 - Transportation Projects
 - Dredging Funding
 - Municipal Projects

5

Operate with Integrity, Efficiency,
and Effectiveness

New Office Space: Dynamic and Responsive to Member and Community Needs





Foundation for the Future

- **Team is firing on all cylinders**
- **Clean 2024 audit**
- **Office complete**
- **SATOP expansion success**
- **Wagner Peyser 11th win**
- **Diversifying revenue sources**
- **Deer Park became the 19th municipal member**
- **Stronger partnerships with GHP and other Econ Dev Organizations**



Foundation for the Future

- **Maritime Industrial Base (MIB) project**
- **Legislative Session**
- **Wagner Peyser growth**
- **Texas A&M University intern project**
- **Texas Aerospace Scholars Support**
- **Space Commission opportunities**
- **TXDOT Transportation Corridor**
- **ASCENDx Texas 2025**

THANK YOU!

Board & Exec

ian ...dman
President



Finance



Michelle Conway



Barbara Mathys

Admin



Michele Costello



Vicki Salinas

SATOP



Bob Payne



Andy Thueme



Lissa Blackert



Troy Morris



Marcela Barton



Drucilla Rovito

Econ Dev



Mark Mitchell



Barbara Cutsinger

Membership



Harriet Pilgrim

BayTech



Kim Morris



Kylie Wischnewsky

Communications



Ted Shull



Bella Brown

2024 Officers, Executive Committee, Board of Directors, and Ex Officios



Gwen Griffin

Chair



John Mulholland

Vice Chair



Kelly Page

Secretary



Jennifer Bowers

Treasurer

R.J. Boatman, TABI, LLC
Jennifer Bowers, Bowers and Sadler, LLP
Helen Brewer, College of the Mainland
Chad Burke, Economic Alliance
Gale E. ... Inc.
Todd Calva ... Health Care
Noel Carder ... Memorial
Nellie Chap ... White ...
Jeff Dudder ... Home B...
Col. Michael Fossum, Texas A & M University at Galveston
Glenn Freedman, Ph.D., EduSafe Systems, Inc.
Marcy Fryday, Lakewood Yacht Club
Jeff Gionnette, Brookfield Properties
Mark Gittleman, P.E., Aegis Aerospace, Inc
Dick H. Gregg, Jr., Gregg & Gregg, P.C.
Gwen Griffin, Griffin Communications Group
Edward Griffin, Griffin Partners, Inc.

Cindy Harreld-DeWease, Clear Lake Area Chamber
Darrin Hall, United Airlines
Fred Griffin, Griffin Partners, Inc.
Marc Havican, Space City Films
A ... Hawl ... on ... ar F ... Museum
B ... He ... Ec ... S ... acinto College ...
J ... n ... ez, ... echnologies, Inc.
W ... r ... , L ... e ...
C ... oined ... ners ... nited ...
Stephen Jones, UHMB Health Clear Lake Campus
Kenny Koncaba, Frost Bank
Jeannie Kranz , Peraton
Tim Kropp, MRI Technologies
Laurie Labra, KBR
Jamieson Mackay, Gulf Coast Educators FCU
John Martinec, AeroSys, LLC
Carl Little, Methodist Hospital Clear Lake
Erin McDonald, Frost Bank

Paul Nemeth, Jacobs
Bernard A. Milstein, MD, The Eye Clinic of Texas
Rosanna Moreno, Kindred Hospital Clear Lake
John Mulholland, The Boeing Company
Eni ... ro, L ... l Inn ... ons ... c.
M ... ell, ... by Financial ...
V ... Piers ... loc ... Nation ... Bank
B ... ovenz ... H ... own ... k ...
G ... royall ... ners ...
Wayne Rutledge, Rutledge Commercial Real Estate
Kirk Shireman, Lockheed Martin Space Systems
Amy Skicki, BayTran
Charlie Stegemoeller, Leidos
Chad Stine, CenterPoint Energy
Frank Taylor, Kuraray America, Inc
Richard Walker, UHCL
Karen Wheeler-Hall, Rothe Development, Inc
John Wilkins , CLC Properties
Vanessa Wyche, NASA/JSC

THANK YOU!

Bay Area Houston Economic Partnership

2024 Year End Report

“Foundation for the Future”





CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Cesar Garcia

Department: Administration

Agenda Item: 8.V.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

In an effort to add prestige to our future cook-off events, we are looking to apply for the No-Match Turkey Smoke Grant Program, presented by the National Turkey Federation, which offers \$2,500 in funding to BBQ competitions nationwide to promote turkey as a versatile, year-round protein. Eligible events must submit an application by January 17, 2025, detailing event size, projected participation, a proposed budget, and supporting documents such as permits and letters of support. The grant supports marketing, infrastructure, and prizes, including branded trophies and promotional materials, and aims to enhance community engagement and turkey's visibility in BBQ competitions.

HISTORY:

FISCAL IMPACT:

None - this is a grant for \$2,500. No Match



TURKEY SMOKE GRANT PROGRAM RULES AND REGULATIONS

Presented by the National Turkey Federation (NTF)

The following rules and standards apply to all BBQ competition organizers awarded funding through the Turkey Smoke Grant Program. Adherence to these guidelines ensures consistency, quality, and maximum impact in promoting turkey as a versatile, year-round protein.

1. Grant Use and Financial Management

****Permitted Use of Funds:****

- Funds may *only* be used for the following purposes:
 - Marketing and promotion of the Turkey Smoke category.
 - Infrastructure costs directly related to hosting the category.
 - Prize money (minimum payout structure detailed below).

****Prohibited Use of Funds:****

- Funds may not be used for non-event-related expenses, personal use, or purposes unrelated to promoting the Turkey Smoke category.

****Prize Money Payout Structure:****

- At least \$1,500 must be allocated to prizes, following this payout scale:
 - 1st place: \$500
 - 2nd place: \$400
 - 3rd place: \$300
 - 4th place: \$200
 - 5th place: \$100

****Reporting:****

- Organizers must submit a post-event record of expenses detailing how funds were spent. These should be supported by receipts.

2. Event Requirements

****Turkey Smoke Category:****

- Organizers must host a dedicated Turkey Smoke ancillary category as part of their event. This category should follow the host competition's rules while highlighting turkey as the primary protein.

****Event Promotion:****

- Organizers must actively promote the Turkey Smoke category via:
 - Event websites and social media channels.
 - On-site announcements and materials.
 - Inclusion of NTF-provided branding materials – the “Turkey Smoke in a Box” kit.

****Turkey Smoke in a Box Kit:****

- All provided items must be prominently displayed during the event, including:
 - Large vinyl banner.
 - Registration signage.
 - Branded trophies for 1st-3rd place winners.
 - Promotional items (stickers, koozies, etc.).

3. Communication and Branding

****Acknowledgment of Sponsorship:****

- NTF must be recognized as the sponsor of the Turkey Smoke category in all promotional materials, including event programs, press releases, and social media posts. NTF will provide copies of its logos. NTF will also provide suggestions on press releases and social media posts.

****Branding Guidelines:****

- Organizers must adhere to Turkey Smoke branding standards, including:
 - Correct usage of logos and visuals.
 - Consistent messaging about turkey’s versatility and year-round appeal.

4. Post-Event Requirements

****Deliverables:****

- Within the 24 hours of the selection of the winners, Organizers must provide:
 - Photos of the Turkey Smoke category, including competition setup, participants, and winners.
 - A brief event summary, including participation numbers and feedback.
 - Winner details and payouts submitted within 24 hours post-event.

****Survey:****

- Complete a post-event survey provided by NTF within 7 days.

5. Compliance and Penalties

****Compliance:****

- Organizers must comply with all grant rules and provide accurate documentation. Failure to meet requirements may result in the forfeiture of future grant eligibility or partial refunds of grant funds.

****Audits:****

- NTF reserves the right to audit grant recipients to ensure proper use of funds and adherence to guidelines.

6. Additional Considerations

****Health and Safety Standards:****

- Organizers must comply with state and local health and safety regulations, particularly regarding food preparation and handling.

****Partnership Opportunities:****

- NTF encourages collaboration with local sponsors, BBQ associations, and media outlets to maximize event visibility and impact.

Agreement

By accepting the Turkey Smoke Grant, recipients agree to adhere to all rules and standards outlined in this document.

NAME:

EVENT NAME:

EMAIL:

PHONE NUMBER:

SIGNATURE:

For questions or clarifications, please contact Taya Machado at TMachado@turkeyfed.org.



HOME / TURKEY SMOKE GRANT PROGRAM

Turkey Smoke Grant Program

Introducing the Turkey Smoke Grant Program

Presented by the **National Turkey Federation (NTF)**, the Turkey Smoke Grant Program supports BBQ competitions in creating or expanding Turkey Smoke ancillary categories. This initiative promotes turkey as a versatile, year-round protein, ensuring its place as a star on the BBQ circuit.

Program Overview

The Turkey Smoke Grant Program is designed to elevate turkey in BBQ competitions nationwide. By supporting event organizers, we aim to showcase turkey's versatility across BBQ styles and regions while encouraging year-round consumption.

Why Turkey Smoke?

- Increase Visibility:** Highlight turkey as a key BBQ protein.
- Support BBQ Events:** Help organizers create engaging and successful Turkey Smoke categories.
- Year-Round Appeal:** Position turkey as perfect for every occasion, not just the holidays.

Grant Highlights

- Funding:** \$2,500 per event.
- Eligibility:** Open to BBQ competitions nationwide.
- Flexibility:** Tailor the Turkey Smoke category to fit your event's structure and audience using your competition's ancillary category rules.



What's Included?

Each grant recipient receives funding for marketing, infrastructure, and prize money, plus a "Turkey Smoke in a Box" kit featuring:

- Branded trophies (1st-3rd place)
- Large vinyl banner
- Sticker packs, koozies, and more!

How to Apply

Organizers can apply easily online by providing:

- Event details and projected participation.
- Proposed budget and fund allocation.
- Supporting documents like permits and letters of support.

Application Deadline: Submit your application by January 17, 2025.

APPLY NOW



FAQs

Q: Who can apply?

A: Any BBQ competition nationwide, especially larger events looking to spotlight turkey.

Q: What are the criteria that you will use to determine which events you support?

A: NTF will choose recipients based on a combination of all of the following criteria:

Scale and Commitment
Event Size and Reach
Past Success
Community Engagement
Promotion of Turkey

Q: How are funds distributed?

A: Grants are disbursed upfront upon approval to help organizers plan their Turkey Smoke category.

Q: What are the post-event requirements?

A: Share photos and winner details within 24 hours and complete a post-event survey within 7 days.

Q: What are the rules?

A: [You can view the rules and regulations that sponsors must agree to by clicking here.](#)

For More Information or Questions:

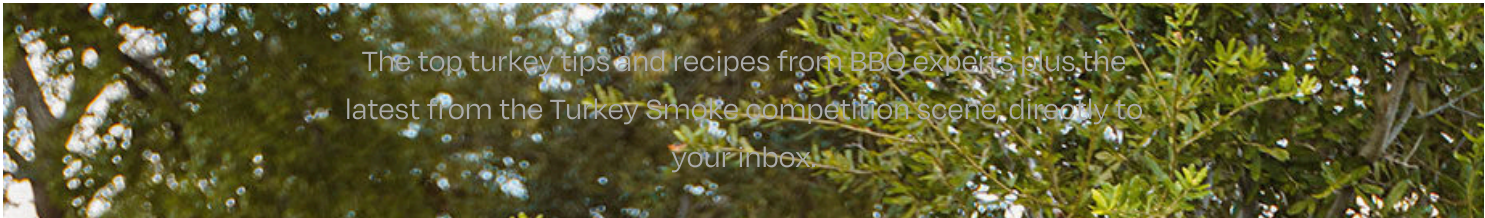
Contact us at info@turkeyfed.org.



FOLLOW THE SMOKE

GET
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SMOKE
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EMAIL



SIGN-UP



www.eatturkey.org

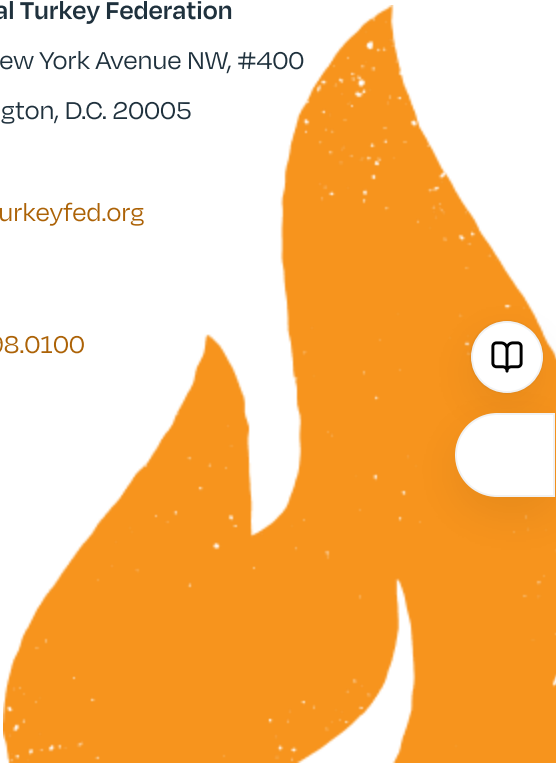


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National Turkey Federation
1225 New York Avenue NW, #400
Washington, D.C. 20005

Email
info@turkeyfed.org

Phone
[202.898.0100](tel:202.898.0100)





CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Shannon Breau

Department: Public Works

Agenda Item: 8.VI.

Reviewed by:

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

Staff requests council approval to advertise and solicit competitive bids for the construction of the 12-inch water distribution line project from Newman Road to Stonewall. This step is essential to identify a responsible contractor for the project, which has been prioritized as part of the city's water infrastructure improvement plan.

The proposed project will be funded through the Impact Fee Fund, as outlined in the 2018 Impact Fee Study. Engineering designs and construction documents, prepared by Adico, LLC, are finalized and ready for distribution. Staff recommends initiating the bid process immediately to ensure timely project commencement upon future council approval of the selected bid. This request does not authorize the start of construction but ensures the city complies with procurement policies and timelines.

This project is part of the city's high-priority infrastructure improvement initiatives identified in the 2018 Impact Fee Study. The bidding process will identify a qualified contractor to undertake the project, which aims to improve water distribution capacity and reliability. No repair or construction work will commence until bids are received, evaluated, and a contract is awarded.

HISTORY:

- **Identification of Need:**

- The project is part of the **City of La Marque's Capital Improvement Plan**, as outlined in the 2018 Impact Fee Study, which identified high-priority projects to improve the city's water distribution infrastructure.
- The **Public Works Department** prioritized this project to enhance water capacity and reliability in key areas, addressing current needs and future growth.

- **Project Phases:**

- Phase 1: Installation of a **12-inch water line from Cedar to Magnolia** with an estimated length of 2,920 linear feet and preliminary construction costs of **\$550,000**.

- Phase 2: Installation of a **12-inch water line from Stonewall to IH-45** with an estimated length of 10,810 linear feet and preliminary construction costs of **\$1.86 million**.

The 12-Inch Water Distribution Line Project is part of the City of La Marque's long-term effort to improve critical water infrastructure. The initiative was first identified in the 2018 Impact Fee Study, which outlined high-priority projects to address growing demands on the city's water distribution system.

Phase 1 of the project, covering the installation of a 12-inch water line from Cedar to Magnolia, was successfully completed. This phase spanned approximately 2,920 linear feet and enhanced water distribution in that area, improving capacity and reliability. The success of Phase 1 has provided a foundation for subsequent phases of the project.

Phase 2, the focus of the current agenda item, involves installing a 12-inch water line from Newman Road to Stonewall. With engineering designs finalized and funding secured through Impact Fee Funds, the city is preparing to initiate the bidding process for this next phase, continuing its commitment to modernizing and expanding its water infrastructure.

- **Engineering Design and Bidding Process:**

- **Adico, LLC** was retained for design and construction phase services, producing construction documents, managing the bidding process, and overseeing contract execution.
- The bidding process is scheduled for **February 11, 2025**, ensuring competitive and compliant contractor selection.

- **Previous Approvals:**

- The City Council previously approved using **Impact Fee Funds** to finance the design and construction of these high-priority projects.

FISCAL IMPACT:

Phase 2- \$1.63 million paid for from Impact Fees

PROJECT MANUAL

FOR

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL

TO SERVE

CITY OF LA MARQUE
LA MARQUE, TEXAS



ADICO PROJECT NO. 22034-01

JANUARY 2025



TBPE FIRM NO. 16423
2114 El Dorado Blvd., Suite 400
Friendswood, TX 77546
(832) 895-1093

**12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE CITY OF LA MARQUE**

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

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**TECHNICAL SPECIFICATIONS
12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE CITY OF LA MARQUE
ADICO JOB NO. 22034-01**

TECHNICAL SPECIFICATIONS		<u>No. of Pages</u>
RS 001	Reference to Specifications	1
DIVISION 1 – GENERAL REQUIREMENTS		
01 010	Summary of Work	1
01 045	Cutting & Patching	3
01 090	Reference Specifications	1
01 100	Storm Water Management	1
01 300	Submittals	2
01 310	Construction Schedule	2
01 370	Schedule of Values	2
01 410	Testing Laboratory Services	3
01 420	Inspection Services	1
01 500	Temporary Facilities and Controls	2
01 502	Mobilization	
01 570	Traffic Control	2
01 576	Waste Material Disposal	1
01 600	Materials and Equipment	3
01 700	Contract Closeout	2
01 710	Cleaning and Adjusting	2
01 720	Project Record Documents	2
01 740	Site Restoration	3
DIVISION 2 - SITEWORK		
02 110	Demolition	2
02 160	Trench Safety Systems	4

I. INVITATION TO BIDDERS

INVITATION TO BIDDERS

The City of La Marque will receive sealed bids, in duplicate, addressed to City Clerk, City of La Marque, **City Hall, 1111 Bayou Rd., La Marque, Texas**, Galveston County, for the construction of **"12-INCH WATER DISTRIBUTION LINE FROM NEWMAN ROAD TO STONEWALL TO SERVE CITY OF LA MARQUE"** until 10:00 A.M., Tuesday, February 11, 2025.

BIDS shall be submitted in sealed envelopes and marked in the upper left-hand corner **"12-INCH WATER DISTRIBUTION LINE FROM NEWMAN ROAD TO STONEWALL TO SERVE CITY OF LA MARQUE"**. BIDS received after 10:00 A.M. will be returned unopened.

Bids will be publicly opened and read in person at **1109-B Bayou Road, La Marque, TX 77568** on Tuesday, February 11, 2025, at 10:15 A.M.

All BIDS shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and bidding documents may be secured from Civcast, www.civcastusa.com. Search City of La Marque.

Plans and/or Exhibits and Specifications may be examined at the following locations:

City Hall
City of La Marque
1111 Bayou Rd.
La Marque, TX 77568

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The Owner reserves the right to reject any or all bids and to wave informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque businesses for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 A.M. on Wednesday, November 15th, 2023, in person at **1109-B Bayou Rd., La Marque, TX 77568** in accordance with the Instructions to Bidders.

By submitting a bid, Bidder agrees to promote and actively pursue diversity and inclusion. This may be accomplished by any or all of the following or similar actions: actively contacting historically underutilized businesses beyond what is required by law in order to encourage participation as a subcontractor, requiring subcontractors to agree to this provision or a similar requirement, and promoting diversity and inclusion through organizational values, inclusive hiring practices and employee training. A copy of the Bidder's diversity and including plan should be included in Bidder's proposal as an appendix.

II. INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the EJCDC Standard General Conditions (1990 Edition) of these Contract Documents have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1. Bidder - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2. Issuing Office - the office from which the Bidding Documents are prepared and where the bidding procedures are to be administered. For this project the issuing office is ADICO Consulting Engineers.

1.3. Successful Bidder - the most qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.4. Owner - the Owner is understood to be **City of La Marque**. Funding for the project will be provided in accordance with the terms and conditions described in the Special Conditions of Agreement.

2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents, as stated in the Invitation to Bidders, may be obtained from www.civcastusa.com, search: City of La Marque.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening, upon Owner's request, detailed written evidence such as financial data, proposed sub-contractors, present commitments, previous experience, equipment lists, evidence of authority to conduct business in the State of Texas and other such data as required to evaluate the Bidder's capability to perform the Work described in the Bidding Documents.

4. Examination of Contract Documents and Site.

4.1. It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

- 4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
- 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2. Reference is made to the Supplementary Conditions for identification of:
- 4.2.1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may not rely upon the data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
- 4.2.2. Copies of such subsurface reports will be made available by Owner to any Bidder on request. Those reports are not part of the Contract Documents and are not a warranty of surface or subsurface conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" contained therein. Bidder acknowledges that Owner and Engineer disclaim any responsibility for the accuracy, true location, and extent of the soils, surface, and subsurface investigations that have been prepared by others and disclaim responsibility for Bidder's interpretation of or conclusions or opinions drawn from such reports, e.g., without limitations, projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water. Bidder is expected to examine the site and such reports and then decide for itself the character of the materials to be encountered.
- 4.3. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof or for Bidder's interpretation of or conclusions or opinions drawn from such information and data. The Contractor is advised to coordinate closely with Engineer and Operator prior to the commencement of any underground construction activities. Such information and data is not a part of the Contract Documents and is not a warranty of subsurface conditions.
- 4.4 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.5 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 4.6 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by the Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide, to each Bidder for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, method, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract

Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. Interpretations and Addenda.

6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda. All parties recorded by the Engineer as having received the Bidding Documents will be called and the addendum will be mailed or transmitted by electronic facsimile. The eligible party has the option to pick up the addendum at the Engineer's Office and sign required documentation list. Questions received less than 72 hours prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

7. Bid Security.

7.1. Each Bid must be accompanied by Bid security made payable to the Owner in the amount of five percent (5%) of the total bid amount and shall be in the form of a cashier's check or bid bond.

7.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security (as approved by Owner's attorney) and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

8. Contract Times.

The number of days (working days) within which, or the dates by which, the Work is to be completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. Liquidated Damages.

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. Substitutes and "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a Substitutes or "or-equal" item of material or equipment may be furnished or

used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the Special Specifications.

11. Subcontractors, Suppliers and Others.

11.1. If the Supplementary Conditions require or if the Owner requests the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute without an increase in price.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next most qualified, responsible, and responsive Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

11.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

12. Bid Form.

12.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from the office of ADICO Consulting Engineers.

12.2. All blanks on the Bid Form must be completed in ink or by typewriter.

12.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5. All names must be typed or printed in ink below the signature.

12.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

12.7. The address and telephone number for communications regarding the Bid must be shown.

12.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

12.9. The bid price shall include such amount as the Bidder deems proper for overhead and profit.

12.10 By submitting a bid, Bidder agrees to promote and actively pursue diversity and inclusion. This may be accomplished by any and all of the following or similar actions: actively contacting historically underutilized businesses beyond what is required by law in order to encourage participation as a subcontractor, requiring subcontractors to agree to this provision or a similar requirement, and promoting diversity and inclusion through organizational values, inclusive hiring practices and employee training. A copy of the Bidder's diversity and inclusion plan should be included in Bidder's proposal as an appendix.

13. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Invitation to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids not received by the time or at the location specified will be returned unopened to the Bidder.

14. Modification and Withdrawal of Bids.

14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be retained by the Owner. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

15. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

16. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for **sixty (60) days** after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

17. Award of Contract.

17.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.2. In evaluating Bids, Owner will consider the proposal of Bidders, compliance with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.3. Owner may consider the proposal and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

17.5. If the contract is to be awarded, it will be awarded to the most qualified, responsible, and responsive Bidder whose evaluation by Owner indicates to Owner that the award will be most advantageous to Owner and result in the best and most economical completion of the Project.

17.6. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

18. Contract Security.

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

19. Signing of Agreement.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

20. Pre-bid Conference.

A pre-bid conference will be held at the time and place indicated in the Invitation to Bidders. The Invitation to Bidders will indicate whether this pre-bid conference is mandatory or non-mandatory. Representatives of Owner and Engineer will be present to discuss the project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

21. Retainage.

An amount equal to ten percent of the amount of each monthly estimate (in accordance with current state laws) will be retained by the Owner until final payment under the Contract is approved and a certificate of final completion has been issued for the Work.

22. Permits.

The successful bidder shall be responsible for obtaining all required permits, including, but not limited, to the following:

Permit for construction within existing City of La Marque street right-of-way, as applicable.

23. Locations for Examining Contract Documents.

Bidders may examine the contract documents for these contracts at the office City of La Marque, City Hall, 1111 Bayou Road, La Marque, TX 77568, Ph: 409-938-9202 and at www.civcastusa.com.

24. Workers' Compensation Insurance Coverage.

(A) Definitions

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission (the "TWCC"), 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 Section 406.096 of the Texas Labor Code) - 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 agreement, which meets the statutory requirements of Texas Labor Code, §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 Owner 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 Owner, showing that the coverage has been extended.
- (E) The Contractor shall obtain from each person providing services on the project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so that the Owner 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 on file for the duration of the project and for one year thereafter;
- (G) The Contractor shall notify the Owner 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 TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- (I) The Contractor shall contractually require each person with whom it contracts to provide service 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 §401.011 (44) for all 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 the coverage period, prior to 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 Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should known, of any change that materially affects the provision of coverage of any person providing service on the project; and
 - (7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7), with the certificate 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 Owner 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 TWCC'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 Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

25. Sales Tax Exemption.

Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and, accordingly, Contractor shall not collect Texas sales and use taxes from Owner with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to the Owner cost savings due to the exempt status

of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas Sales and use taxes.

26. Labor Classification and Minimum Wage Scale.

- A. Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall determine the general prevailing wage rate received by the classes of workers employed on projects similar to this project and shall specify in the call for bids and in the Contract the applicable minimum wage rates. The statute further provides that the Contractor or Subcontractors shall pay, as a penalty, to the Owner Sixty Dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. The Owner is authorized to withhold from the Contractor the amount due under Contract.

The statute likewise requires that the Contractor and Subcontractors keep an accurate record of the name and occupations of all persons employed by them in the construction of the Project and to show the actual per diem wages paid to each worker. These records are open to the inspection of the Owner.

- B. **Labor Classification and Minimum Wage Scale:** Use the latest edition of City of Houston Prevailing Wage Rates in effect at the time the bids were received.

III. BID

BID

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE CITY OF LA MARQUE

City of La Marque, TX

City Hall
1111 Bayou Rd.
La Marque, TX 77568

CONTRACTOR: _____
(Legal Name of Company)

ADDRESS: _____
County: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **ninety (90) days** after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within **seven (7) days** after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined, carefully studied, and understands all the terms and conditions set forth in the Bidding Documents and the following Addenda receipt of all which are hereby acknowledged:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Acknowledgement</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER will complete the Work in accordance with the Contract Documents for the following prices: (see attached bid form.)

BIDDER agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **90 calendar days** after the date when the Contract Times commences to run. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The prescribed Bid Security in the form of a **Cashier's Check / Bid Bond** is attached to and made a condition of this Bid.

Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on _____, 2025.
State Contractor License No. _____

INDIVIDUAL:

(individual) _____ (Seal)
doing business as _____
Business Address _____
Business Phone _____

PARTNERSHIP:

By (firm) _____ (Seal)
(General Partner) _____
Business Address _____
Business Phone _____

CORPORATION:

By (corp.) _____ (Seal)
State of Incorporation _____
By (person authorized) _____
Title _____

Attest (Secretary) _____
Business Address _____
Business Phone _____
Date of Qualification to do business is _____

JOINT VENTURE:

By (name) _____ (Seal)
Address: _____
By (name) _____ (Seal)
Address: _____

Address & Phone No. for official communications:

BID PROPOSAL
12" WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE
CITY OF LA MARQUE
LA MARQUE, TX 77591
ADICO PROJECT NO. 22034-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
<u>SECTION A - GENERAL</u>					
1.	Mobilization/Payment/ Performance Bonds	LS	1	\$ _____	\$ _____
SUBTOTAL SECTION A - GENERAL					\$ _____
<u>SECTION B - DEMOLITION</u>					
2.	Provide all supervision, labor, materials, tools, equipment, incidentals, and related items for asphalt pavement removal and offsite disposal, as shown on plans and according to specifications.	SY	58	\$ _____	\$ _____
3.	Provide all supervision, labor, materials, tools, equipment, incidentals, and related items for curb and gutter removal and offsite disposal, as shown on plans and according to specifications.	LF	38	\$ _____	\$ _____
SUBTOTAL SECTION B - DEMOLITION					\$ _____
<u>SECTION C - WATER DISTRIBUTION SYSTEM</u>					
4.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 6-Inch PVC, C-900 Water Line, including fittings and appurtenances, with standard bedding and backfill as indicated on plans and according to specifications, complete in place.	LF	80	\$ _____	\$ _____
5.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 12-Inch PVC, C-900 Water Line, including fittings and appurtenances, with standard bedding and backfill, as indicated on plans and according to specifications, complete in place.	LF	5,807	\$ _____	\$ _____
6.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 12-Inch PVC, C-900 Water Line with restrained joints, including fittings and appurtenances, as indicated on plans and according to specifications, complete in place.	LF	127	\$ _____	\$ _____
7.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Bore and Install 12-Inch PVC, C-900 Water Line on plans and according to specifications, complete in place.	LF	2,129	\$ _____	\$ _____

BID PROPOSAL
12" WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE
CITY OF LA MARQUE
LA MARQUE, TX 77591
ADICO PROJECT NO. 22034-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
8.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Bore and Install 12-Inch PVC, C-900 Water Line with restrained joints, as indicated on plans and according to specifications, complete in place.	LF	166	\$ _____	\$ _____
9.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Bore and Install 12-Inch PVC, C-900 Water Line Inside Steel 20" Casing with Spacers as indicated on plans and according to specifications, complete in place.	LF	256	\$ _____	\$ _____
10.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Bore and Install 12-Inch PVC, C-900 Water Line Inside Steel 20" Casing with Spacers and restrained joints, as indicated on plans and according to specifications, complete in place.	LF	150	\$ _____	\$ _____
11.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Fire Hydrant assembly as indicated on plans and according to specifications, complete in place.	EA	16	\$ _____	\$ _____
12.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 2-Inch Gate Valve and Box, as indicated on plans and according to specifications, complete in place.	EA	2	\$ _____	\$ _____
13.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 6-Inch Gate Valve and Box, as indicated on plans and according to specifications, complete in place.	EA	3	\$ _____	\$ _____
14.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 12-Inch Gate Valve and Box, as indicated on plans and according to specifications, complete in place.	EA	19	\$ _____	\$ _____
15.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for 2-Inch Wet Connection as indicated on plans and according to specifications, complete in place.	EA	4	\$ _____	\$ _____
16.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Tapping Sleeve & Valve connection to existing 2-Inch Water Line as indicated on plans and according to specifications, complete in place.	EA	4	\$ _____	\$ _____

Bid Sheet Must Be Initialed By Same
Person Who Signs Proposal
Initial _____

BID PROPOSAL
12" WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE
CITY OF LA MARQUE
LA MARQUE, TX 77591
ADICO PROJECT NO. 22034-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
17.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for 6-Inch Wet Connection as indicated on plans and according to specifications, complete in place.	EA	9	\$ _____	\$ _____
18.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for 8-Inch Wet Connection as indicated on plans and according to specifications, complete in place.	EA	6	\$ _____	\$ _____
19.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install OSHA Trench safety according to specifications. Includes removal.	LF	6,014	\$ _____	\$ _____

SUBTOTAL SECTION C - WATER DISTRIBUTION SYSTEM \$ _____

SECTION D - STORM WATER POLLUTION PREVENTION

20.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install Reinforced Filter Fabric Fence around the construction site (to be installed prior to any construction activity, properly maintained throughout construction, including removal after construction is complete), as indicated on plans and according to specifications, complete in place.	LF	2,632	\$ _____	\$ _____
21.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install Inlet Protection Barriers around the construction site (to be installed prior to any construction activity and properly maintained throughout construction, including removal after construction is complete), as indicated on plans and according to specifications, complete in place.	EA	12	\$ _____	\$ _____
22.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Turf Establishment by Hydromulch Seeding. Including watering, fertilizing, mowing and maintenance, until a full stand of Bermuda grass has been established and all governing agencies have inspected and accepted (in writing) the subject Project.	AC	0.1	\$ _____	\$ _____

SUBTOTAL SECTION D - STORM WATER POLLUTION PREVENTION \$ _____

BID PROPOSAL
12" WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE
CITY OF LA MARQUE
LA MARQUE, TX 77591
ADICO PROJECT NO. 22034-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
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SECTION E - MISCELLANEOUS

23.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install and Implement Traffic Control Plan, as indicated on plans and according to specifications, complete in place.	MONTHS	9	\$ _____	\$ _____
24.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Construction Staking, as indicated on plans and according to specifications, complete in place.	LS	1	\$ _____	\$ _____
25.	Provide all supervision, labor, materials, tools, equipment, incidentals, and related items for asphalt pavement replacement, as shown on plans and according to specifications, complete in place.	SY	58	\$ _____	\$ _____
26.	Provide all supervision, labor, materials, tools, equipment, incidentals, and related items for curb and gutter replacement, as shown on plans and according to specifications, complete in place.	LF	38	\$ _____	\$ _____

SUBTOTAL SECTION E - MISCELLANEOUS \$ _____

TOTAL BASE BID \$ _____

SECTION F - EXTRA ITEMS

27.	Extra 12-Inch PVC, C-900 complete in place. (Minimum)	LF	100	\$ 100.00	\$ _____
28.	Extra 12-Inch PVC, C-900, Bore, complete in place. (Minimum)	LF	100	\$ 250.00	\$ _____
29.	Extra 20-Inch Steel Casing, complete in place. (Minimum)	LF	50	\$ 300.00	\$ _____
30.	Extra 2-Inch Tie-In, complete in place. (Minimum)	EA	5	\$ 500.00	\$ _____
31.	Extra 6-Inch Tie-In, complete in place. (Minimum)	EA	5	\$ 750.00	\$ _____
32.	Extra 8-Inch Tie-In, complete in place. (Minimum)	EA	5	\$ 1,000.00	\$ _____

SUBTOTAL SECTION F - EXTRA ITEMS \$ _____

IV. STANDARD FORM OF AGREEMENT

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of _____, 2025 by and between **City of La Marque**, (hereinafter called OWNER) and _____, hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE CITY OF LA MARQUE**

Contract Amount: \$ _____

Article 2. ENGINEER.

The project has been designed by Adico, LLC Consulting Engineers, 2114 El Dorado Blvd., Suite 400, Friendswood, Texas 77546 (832-895-1093), who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **90 calendar days** after the date when the Contract Times commence to run.

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the above paragraph, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in ascertaining and proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified in the above paragraph for completion and readiness for final payment. OWNER and CONTRACTOR agree that such amount is a reasonable forecast of the damages OWNER will sustain per day that the work remains uncompleted. OWNER shall have the option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such amount from the CONTRACTOR or its Sureties, at CONTRACTOR'S expense.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the Bid Proposal and any subsequent change orders thereto.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and Supplemental Conditions.

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and in conformance with the procedures described in the General Conditions. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and on the number of units of each bid item completed). Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data".

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not a warranty of surface or subsurface conditions, and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of the information and data relating to surface or subsurface conditions or with respect to Underground Facilities at or contiguous to the site or CONTRACTOR'S interpretation of such information and data. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

1. This Agreement and Special Conditions of Agreement
2. Exhibits to this Agreement
3. Performance, Payment, and other Bonds identified

4. Invitation to Bidders
5. Instructions to Bidders
6. Notice to Proceed
7. General Conditions
8. Supplementary Conditions
9. Standard and Special Specifications
10. Construction Plans
11. Addenda
12. CONTRACTOR'S Bid
13. Documentation submitted by CONTRACTOR prior to Notice of Award
14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 of the General Conditions.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 8. INDEMNITY PROVISIONS.

THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS ATTACHED TO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER THE LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF THE WORK.

EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS, AND ALL OTHER ATTACHMENTS TO THIS AGREEMENT AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL ATTACHMENTS HERETO AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS, OR ANY OTHER ATTACHMENTS TO THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

Article 9. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, successors, assigns, and legal representatives to the other party hereto, its officers, directors, shareholders, partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

By executing this Agreement, Contractor agrees to promote and actively pursue diversity and inclusion. This may be accomplished by any or all of the following or similar actions: actively contacting historically underutilized businesses beyond what is required by law in order to encourage participation as a subcontractor, requiring subcontractors to agree to this provision or a similar requirement, and promoting diversity and inclusion through organizational values, inclusive hiring practices and employee training. Contractor further agrees to comply with the diversity and inclusion plan submitted with Contractor's bid/proposal documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2025 (which is the effective date of the Agreement).

OWNER: City of La Marque

By: _____

Attest: _____

Address for giving notices:

CONTRACTOR:

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

License No. _____

Agent for service of process: _____

V. PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL PERSONS BY THESE PRESENTS: That _____ Contractor), of the City of _____, County of _____ and State of Texas, as Principal, and _____, authorized under the Laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of La Marque (Owner), in the penal sum of _____ (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their respective officers, directors, shareholders, partners, heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, 2025, for construction of:

**12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE CITY OF LA MARQUE**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Documents and the Plans and Specifications related thereto, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument ____ day of _____, 2025.

Principal

Surety

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS:

TELEPHONE:

**LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION NUMBER:**

The name and address of the Resident Agent of Surety is:

VI. PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL PERSONS BY THESE PRESENTS: That _____ (Contractor), of the City of _____, County of _____, and State of Texas, as Principal, and _____, authorized under the Laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of La Marque (Owner), in the penal sum of _____ (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their respective officers, directors, shareholders, partners, heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2025 for construction of:

**12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE CITY OF LA MARQUE**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument ____ day of _____, 2025.

Principal

Surety

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS:

PHYSICAL ADDRESS:

MAILING ADDRESS:

TELEPHONE: _____

**LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION NUMBER:**

The name and address of the Resident Agent of Surety is:

VII. MAINTENANCE BOND

**CITY OF LA MARQUE
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: _____

b. Principal: _____

c. Surety:

Name: _____

State Where Surety is Incorporated: _____

d. Oblige(e)s: _____; and the City of La Marque, Texas (If the Principal contracted directly with a general contractor rather than with the City of La Marque, then list that general contractor here. If the Principal contracted directly with the City of La Marque, then the City of La Marque is the only Oblige(e), so leave this line blank.)

If there is more than one Oblige(e), then the terms "Oblige(e)" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and _____

Subdivision involved: _____

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): _____

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$ _____

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Oblige(e), in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

SURETY:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Print or Type Signer's Name

Print or Type Signer's Name

Signer's Title

Signer's Title

ATTACH POWER OF ATTORNEY

VIII. CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT

CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ the _____ of _____
("CONTRACTOR"). CONTRACTOR has performed labor and furnished materials pursuant to that certain
Contract entered into on the _____ day of _____, 2023, by and between
CONTRACTOR and City of La Marque, ("OWNER") for the erection, construction, and completion of certain
improvements and/or additions upon the following described premises, to wit:

**12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE CITY OF LA MARQUE**

The undersigned, being by me duly sworn, states upon oath that the materials supplied in connection with
CONTRACTOR's Application for Partial Payment No. _____, dated _____ (the "Application Date"), represents
the actual cost of sound materials that have been or will be fabricated into the Work in compliance with the agreed to
plans and specifications (and all authorized changes thereto).

The undersigned further states that as of the Application Date, CONTRACTOR has paid all bills and claims
for materials supplied in connection with the aforesaid Partial Payment, and that there are no outstanding unpaid bills
or claims for labor performed or materials furnished.

CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind
against OWNER or the property where the labor and/or materials were installed, including, without limitation, any liens
or potential liens, which CONTRACTOR may have as a result of, or in connection with, the labor and/or materials
supplied in connection with the aforesaid Partial payment.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR is duly authorized to
sign this affidavit and to legally bind CONTRACTOR hereto. All of the provisions of this affidavit shall bind
CONTRACTOR, its heirs, representatives, successors and assigns and shall inure to the benefit of OWNER, and its
legal representatives, successors, assigns.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the
statements contained herein that a partial payment under said Contract is being made, and in consideration of the
disbursement of said partial payment by OWNER.

CONTRACTOR HEREBY AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER SAFE AND
HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER
WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING
OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE
APPLICATION DATE.

Executed this ____ day of _____, 2025.

CONTRACTOR

By: _____

Name Printed: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 2025, to certify which, witness my hand and seal of office.

Notary Public, State of Texas

Notary's Name Printed:

My commission expires: _____

IX. CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT AND BILLS PAID

STATE OF TEXAS §

COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared _____
the _____ of _____
("CONTRACTOR"), party to that certain Contract entered into on the _____ day of _____,
2025 and City of La Marque ("OWNER") for the erection, construction, and completion of certain improvements and/or
additions upon the following described premises, to wit:

**12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL
TO SERVE CITY OF LA MARQUE**

Said party being by me duly sworn states upon oath that the said improvements (and the labor and materials
supplied in connection therewith) have been erected and completed in a good and workmanlike manner and in full
compliance with the above referred to Contract and the agreed plans and specifications therefore.

CONTRACTOR further states that he has paid in full all bills and claims for materials furnished and labor
performed on said Contract and that there are no outstanding unpaid bills or claims for labor performed or materials
furnished upon said job.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR is duly
authorized to sign this affidavit and to legally bind CONTRACTOR hereto. All of the provisions of this affidavit shall
bind CONTRACTOR, its heirs, representatives, successors and assigns and shall inure to the benefit of OWNER, and
its legal representatives, successors, assigns.

THIS AFFIDAVIT IS BEING MADE BY THE UNDERSIGNED REALIZING THAT IT IS IN RELIANCE UPON
THE TRUTHFULNESS OF THE STATEMENTS CONTAINED HEREIN THAT FINAL AND FULL SETTLEMENT OF
THE BALANCE DUE ON SAID CONTRACT IS BEING MADE, AND IN CONSIDERATION OF THE DISBURSEMENT
OF FUNDS BY OWNER, DEPONENT EXPRESSLY WAIVES AND RELEASES LIENS, CLAIMS, AND RIGHTS TO
ASSERT A LIEN ON SAID PREMISES AND AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER
SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY
CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY
FEES, ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIAL USED OR
ASSOCIATED WITH CONSTRUCTION OF IMPROVEMENTS ON THE ABOVE-DESCRIBED PREMISES.

CONTRACTOR

By: _____

Name Printed: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____ 2025, to certify which, witness my hand and seal of office.

Notary Public, State of Texas

Notary's Name Printed:

My commission expires: _____

X. CONTRACTOR CERTIFICATION OF COMPLETION

**CERTIFICATION OF COMPLETION
(By CONTRACTOR)**

We hereby certify that the Work on the Project **“12-Inch Water Distribution Line from Newman Road to Stonewall to Serve City of La Marque”** has been completed in substantial compliance with the PLANS and TECHNICAL SPECIFICATIONS.

CONTRACTOR

By: _____

Title: _____

Date: _____

**CERTIFICATION OF COMPLETION
(By Subcontractor)**

We hereby certify that the (Description of Work Performed) _____

Work performed by us on the Project **“12-Inch Water Distribution Line from Newman Road to Stonewall to Serve City of La Marque”** has been completed in substantial compliance with the PLANS and TECHNICAL SPECIFICATIONS.

Subcontractor's Company Name

By: _____

Title: _____

Date: _____

XI. STANDARD GENERAL CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 - 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - 5. allow for partial utilization of the Work by Owner;
 - 6. include testing and startup; and
 - 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments:

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

XII. SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (C-700) (2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. To the extent of a conflict between the standard General Conditions and these Supplementary Conditions, these Supplementary Condition Control.

SC-1 The terms used in the Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (C-700, 2007 Edition) have the meanings assigned to them in the General Conditions.

SC-2.1 Delete Paragraph 2.01.A of the General Conditions in its entirety and insert the following in its place:

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and insurance as CONTRACTOR may be required to furnish in accordance with Article 5, as amended by these Supplementary Conditions.

SC-2.7 Delete Paragraph 2.01.B of the General Conditions in its entirety.

SC-4.2 There's no geotechnical report.

Contractor may not rely upon the data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such subsurface reports will be made available by Owner to Contractor on request. Those reports are not part of the Contract Documents and are not a warranty of surface or subsurface conditions. Contractor is responsible for any interpretation or conclusion drawn from any "technical data" contained therein. Contractor acknowledges that Owner and Engineer disclaim any responsibility for the accuracy, true location, and extent of the soil, surface, and subsurface investigations that have been prepared by others and disclaim responsibility for Contractor's interpretation of or conclusions or opinions drawn from such reports, e.g., without limitation, projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water. Contractor is expected to examine the site and such reports and then decide for itself the character of the materials to be encountered.

Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof or for Contractor's interpretation of or conclusions or opinions drawn from such information and data. The Contractor is advised to coordinate closely with Engineer and Operator prior to the commencement of any underground construction activities. Such information and data is not a part of the Contract Documents and is not a warranty of subsurface conditions.

SC-4.4 Delete Paragraph 4.05 of the General Conditions in its entirety and insert the following in its place:

OWNER will supply construction staking to establish both reference points and layout for the project. CONTRACTOR shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall give a minimum of

two working days notice to the survey company employed by the OWNER when requesting staking services and a minimum of 4 working hours notice to the survey company employed by the OWNER for cancellation of scheduled staking services. The CONTRACTOR will pay for any re-staking charges due to CONTRACTOR'S lack of protection for established survey points, and for any charges resulting from CONTRACTOR'S improper cancellation of scheduled staking services. The OWNER shall have the option to deduct and withhold the amount of any re-staking charges and charges for improper cancellation of scheduled staking services from any monies due to the CONTRACTOR or recover such amount from the CONTRACTOR or the CONTRACTOR'S surety at the CONTRACTOR'S expense.

SC-5.1 Delete Paragraph 5.01 of the General Conditions in its entirety and insert the following in its place:

The successful bidder must submit, within **7 days** after the date of the Owner's Notice of Award, Payment and Performance Bonds on the forms furnished, in the amount of 100% of the total contract price. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by laws or regulations or the Contract Documents. The surety company issuing Payment and Performance Bonds, and a Maintenance Bond (if so required by these Supplementary Conditions), must (a) be authorized to do business in the State of Texas as evidenced by licensing through the State Board of Insurance; (b) be authorized to issue Payment and Performance Bonds, and Maintenance Bonds (if so required by these Supplementary Conditions), in the amount required for the contract as indicated by the records of the State Board of Insurance; (c) for contracts over \$100,000, the surety must also hold a certificate of authority from the United States Secretary of Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law ("Certificate of Authority") or have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a Certificate of Authority; and (d) have a rating of at least "B+" in the current Best's Key Rating Guide or, if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570.

If the surety company does not have a rating in Best's Key Rating Guide and is eligible to participate in the surety bond program of the Small Business Administration, the Payment and Performance Bonds, and the Maintenance Bond (if so required by these Supplementary Conditions) issued by such surety, in addition to the criteria set out above, also must meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury with respect to Performance and Payment Bonds, and Maintenance Bonds (if so required by these Supplementary Conditions), for federal jobs, including specifically the rules related to the underwritten limitation.

The person executing the Payment and Performance Bonds, and the Maintenance Bond (if so required by these Supplementary Conditions), must be licensed as a Texas Local Recording Agent through the State Board of Insurance as required by the laws of the State of Texas and such licensing must be recorded in the files of the State Board of Insurance.

The person executing the Payment and Performance Bonds, and the Maintenance Bond (if so required by these Supplementary Conditions), must hold an appointment from the surety company to execute Payment and Performance Bonds, and the Maintenance Bond (if so required by these Supplementary Conditions), and bind such surety, and such appointment must be recorded in the office of the State Board of Insurance.

SC-5.3.2 Delete Paragraph 5.03.A of the General Conditions in its entirety and insert the following in its place:

CONTRACTOR shall deliver to OWNER, within 7 days after the date of Owner's Notice of Award, with copies to each additional insured identified in the Supplementary Conditions, certificates of

insurance (and other evidence of insurance requested by OWNER or any additional insured) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

SC-5.4 Delete Paragraph 5.04 of the General Conditions in its entirety and insert the following in its place:

1. INSURANCE.

- a. Procurement. Contractor shall procure and maintain in force and effect during the Work the insurance described in the Contract Documents, procure such endorsements as may be necessary to cause Contractor's insurance to comply with the Contract Documents, and shall obtain such other casualty insurance as Contractor may deem necessary for protection of potential liabilities or Contractor's property. If Contractor fails to procure and maintain in force the insurance required, Owner may, but is not required to, procure the same at Contractor's sole expense. In all events, Contractor shall be liable for all loss caused by its failure to comply with these requirements.

Provision of the required insurance coverages and the actual certificates is a condition precedent to the obligations of Owner under the Contract Documents, and if Contractor shall at any time fail to provide the required insurance coverages, such failure shall constitute a material breach of Contractor's obligations under this Contract.

Contractor agrees to procure and to maintain in full force and effect, at Contractor's sole expense, insurance of the types set forth below, underwritten by insurance companies satisfactory to Owner and having an A.M. Best's Rating of not less than "A- VII":

- i. Workers' Compensation and Employers' Liability. Contractor shall carry statutory Workers' Compensation Insurance covering Contractor's employees in compliance with all requirements of the Texas Workers' Compensation Act, as further described in these Special Conditions below. Contractor shall also carry Employer's Liability Insurance in an amount not less than the following:

Each Accident	\$1,000,000
Each Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

- ii. General Liability Insurance. Contractor shall carry general liability insurance on a form no less broad than the coverage provided by a "Commercial General Liability Insurance" form promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, including Personal and Advertising Injury, the products and completed operations hazards, broad form property damage liability, and the explosion, collapse and underground hazards, as respects all operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than:

General Aggregate (Limit to apply per project)	\$ 2,000,000
Products Comp/Ops Aggregate	\$ 1,000,000

Personal & Advertising Injury \$ 1,000,000

Each Occurrence \$ 1,000,000

- iii. Automobile Liability Insurance. Contractor shall carry Automobile Liability Insurance on a form no less broad than the coverage provided by a Business Automobile Liability Insurance form promulgated by the Insurance Services Office, on all owned or hired autos, as well as non owned autos, in an amount not less than \$1,000,000 combined single limit, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence.
- iv. Excess Liability Insurance. Contractor shall carry Excess Liability Insurance that follows the form of the underlying primary liability insurance required by Sections 1.a.ii and 1.a.iii, in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Such excess liability insurance shall name Owner and Engineer as additional insureds in accordance with Section 1.b.i, and shall contain language waiving or otherwise relinquishing any "other insurance" limitation or right of contribution by other insurance that may be maintained by Owner or Engineer.
- v. Builder's Risk Insurance. Contractor shall procure Builder's Risk insurance for any projects or work that include above-ground improvements (including without limitation, water well(s), water plants(s), potable and non-potable water pump stations, wastewater treatment plant(s), but not including underground water, sanitary sewer and storm sewer lines) in the amount of the total Contract Price, and shall name Owner and Contractor as insureds, as their respective interests may appear. If Owner elects to request that Contractor obtain Builder's Risk insurance through a broker designated by Owner, then Contractor shall procure such insurance as Owner may direct, and Owner shall reimburse Contractor the actual cost of the difference in premiums, if any, for such insurance without markup and the insurance offered by Contractor. In the event Owner elects to pursue a claim under any applicable Builder's Risk Policy, Contractor shall cooperate with Owner, the insurer, and their agents and representatives in investigating the loss in question or in asserting or substantiating the claim or in investigating the loss in question.
- vi. Pollution Liability. Insurance for preparatory work related to potentially contaminated areas, if required, in the amount required by Owner.
- vii. Crossings. Whenever Work under the Contract involves construction activities that require the Contractor's employees, agents, subcontractors, equipment and/or materials to cross or temporarily occupy railroad, gas or other utility properties and tracks, the Contractor shall secure and maintain in his own name the types of insurance in the minimum amounts as required by owners of such properties issued by companies satisfactory to the Owner and the owner of such properties.

b. Required Endorsements.

- i. Additional Insured. To the fullest extent allowed by applicable Laws and Regulations, Contractor shall name the Indemnified Parties as additional insureds to the same extent as Contractor is required to indemnify the

Indemnified Parties pursuant to the Contract Documents. Such additional insured coverage shall be to the full extent of the limits of liability on all policies of liability insurance (other than Worker's Compensation and Employers' Liability insurance) maintained in force or procured by Contractor during the Work, and shall cause such insurance to provide, if necessary by endorsement, that each such policy shall respond as primary insurance and shall not contribute with or apply as excess over any other valid and collectible other insurance that may be maintained by Owner or Engineer. In addition, Contractor shall cause the insurance required by Sections 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v to provide or be endorsed to provide that such insurance applies separately to each insured against whom claim is made or suit is brought.

- ii. Waiver of Subrogation. Inasmuch as Owner and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against the Indemnified Parties, Contractor agrees to cause of all its policies of insurance maintained in force or procured by Contractor during the Work to provide, if necessary by endorsement, that each such insurer fully waives subrogation against Owner and Engineer. The insurance as to which subrogation waiver is required includes, but is not limited to, that required by Sections 1.a.i, 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v. Contractor hereby waives and releases all Claims it may have against the Indemnified Parties to the extent any of such Claims are covered by insurance required to be furnished by Contractor or any Subcontractors hereunder, whether or not Contractor actually obtains such insurance, and EVEN IF SUCH CLAIMS ARISE OUT OF, RELATE TO OR ARE BASED UPON THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT, HOWEVER CHARACTERIZED, OR STRICT LIABILITY WITHOUT REGARD TO FAULT, OF AN INDEMNIFIED PARTY.
- iii. Notice of Modification/Cancellation. All policies for which any Indemnified Parties are named insureds or additional insureds shall be endorsed to require the insurer to provide such named insured and additional insureds with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract. For policies on which an Indemnified Party is neither a named insured nor an additional insured, Contractor shall provide such Indemnified Party with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract.
- iv. Indemnified Parties include:

City of La Marque

- c. Deductibles. Any and all deductibles, or self-insured retentions, of all insurance policies maintained by Contractor, including insurance required hereunder, shall be assumed by, for the account of, and at the Contractor's sole risk and expense, and shall not be billed to or payable by Owner.

- d. Certificates of and Proof of Insurance. Contractor shall furnish Owner with certificates of insurance showing Contractor's procurement of the insurance required hereunder, in compliance with Applicable Laws and Regulations. Contractor agrees to review each certificate, and hereby warrants to Owner the accuracy of all information shown on each Certificate furnished. In addition, Contractor, upon request, shall promptly:
- i. Permit Owner to inspect the originals of all required insurance at the offices of Contractor or its insurance broker;
 - ii. Provide copies of all required insurance to Owner; and
 - iii. Authorize Owner to communicate directly (by telephone, email, or in person) with Contractor's insurance broker for the purpose of verifying Contractor's compliance with these requirements or to answer questions concerning Contractor's insurance.
- e. Claims-Made Insurance. If the insurance required hereunder is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and, (ii) such claims-made insurance shall not provide for a retroactive date later than the commencement of Contractor's performance hereunder.
- f. Insolvency of Insurer and Reinstatement of Impaired Limits. In the event of the insolvency of any insurer underwriting any insurance required hereunder, Contractor shall replace such insurance with insurance meeting the requirements hereof. In the event that the required aggregate limits of liability of any insurance required hereunder are reduced or impaired by 50% or more, then Contractor shall give Owner prompt notice of the impairment and promptly cause such impaired limits to be reinstated to the required limits.
- g. Subcontractors' Insurance. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to procure and to maintain in full force and effect insurance of the types and amounts, and meeting the requirements described in Sections 1.a.i, 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v and of 1.b.i and 1.b.ii above. In addition, subcontractors shall comply with Section 1.a.v, if applicable.
- h. Term of Required Insurance. All terms of these insurance requirements shall survive termination of this Contract and shall continue until thirty (30) calendar days after completion of all Work or services to be provided hereunder, including the performance of any warranty work. In addition, Contractor shall maintain in force and effect completed operations coverage under the insurance policies required by paragraphs 1.a.ii and 1.a.iv, and any "claims-made" coverage within paragraph 1.e, for a minimum of two (2) years after Final Completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.
- i. No Waiver by Owner. Contractor's failure to provide insurance as required hereunder, or Contractor's failure to supply certificates of insurance that comply with Section 1.d, above, or the failure of Owner to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of these provisions, or deficiencies in the insurance obtained, shall not constitute a waiver by Owner of any of the these

insurance requirements, or a waiver of any other terms and conditions of this Contract, including Contractor's obligations to defend, indemnify, and hold harmless Owner, as required herein.

- j. Minimum Limits. The foregoing insurance requirements are minimum requirements intended to benefit Owner and Engineer, shall not be interpreted to limit Contractor's liability to Owner in any manner whatsoever; and, are separate from and independent of Contractor's other obligations under this Contract, including Contractor's obligations to defend, indemnify and hold harmless Owner.

2. WORKER'S COMPENSATION INSURANCE COVERAGE.

a. Definitions:

1. 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.
 2. 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.
 3. Persons providing services on the project ("subcontractor" in §406.096 of the Texas Labor Code) - 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.
 - e. 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 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.

SC-5.6 Amend the first sentence of Paragraph 5.06 of the General Conditions to read as follows:

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

and as so amended the other Paragraphs under Paragraph 5.06 remain in effect.

Add the following language at the end of Paragraph 5.06 of the General Conditions:

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this Paragraph 5.06 shall comply with the requirements of Paragraph 5.08 of the General Conditions.

SC-5.6.1 Delete Paragraph 5.06.1 of the General Conditions in its entirety and insert the following in its place:

include the interests of OWNER, ENGINEER, ENGINEER'S Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

SC-5.7 Delete Paragraph 5.06.B of the General Conditions in its entirety and insert the following in its place:

CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

SC-5.8 Delete Paragraph 5.06.C of the General Conditions in its entirety and insert the following in its place:

All policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice by certified mail from insurance company has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

SC-5.9 Delete Paragraph 5.06.D of the General Conditions in its entirety and insert the following in its place:

OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts. The risk of loss within such deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

SC-5.10 Delete Paragraph 5.06.E of the General Conditions in its entirety.

SC-5.11 Amend the heading for Paragraph 5.07 of the General Conditions to read as follows:

Waiver and Release of Rights:

SC-5.11.1 Delete Paragraph 5.07.A of the General Conditions in its entirety and insert the following in its place:

All policies purchased in accordance with Paragraph 5.06 will protect OWNER, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insured or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. CONTRACTOR waives all rights against OWNER, ENGINEER, ENGINEER's Consultants, and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance; and, in addition, waives all such rights against ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused.

SC-5.11.2 Amend the first sentence of Paragraph 5.07.B of the General Conditions to read as follows:

In addition, CONTRACTOR waives all rights against OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them for:

and as so amended the other Paragraphs under Paragraph 5.07.B remain in effect.

Amend the last sentence of Paragraph 5.07.B of the General Conditions to read as follows:

Any insurance policy maintained by CONTRACTOR covering any loss, damage or consequential loss referred to in this paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

SC-5.11.2.1 Delete Paragraph 5.07.B.1 of the General Conditions in its entirety and insert the following in its place:

loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to any property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured; and

SC-5.12 Delete Paragraph 5.08.A of the General Conditions in its entirety and insert the following in its place:

Any insured loss under the policies of insurance required by Paragraph 5.06 will be made payable directly to each of the insureds and additional insureds.

SC-5.13 Delete Paragraph 5.08.B of the General Conditions in its entirety.

SC-5.14 Delete Paragraph 5.09.A of the General Conditions in its entirety and insert the following in its place:

If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the OWNER party shall so notify the CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by Paragraph 2.7. CONTRACTOR shall provide to the OWNER such additional information in respect of insurance provided as the OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to execution of the Contract, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the OWNER may elect to obtain equivalent Bonds or insurance to protect OWNER's interests at the expense of the CONTRACTOR who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

SC-5.15 Delete Paragraph 5.09.B of the General Conditions in its entirety.

SC-6.1 Delete the first sentence of Paragraph 6.01.A and substitute the following in lieu thereof:

Contractor shall supervise and direct the Work, using the Contractor's best skill and attention, in a good and workmanlike manner and in the best and most expeditious and economical manner consistent with the interests of the Owner, shall exercise the degree of care, skill and diligence in the performance of the Work in accordance with and consistent with industry standards for similar circumstances, shall utilize its best skill, efforts and judgment in furthering the interests of Owner, and shall furnish efficient business administration and supervision (the Contractor's "Standard of Care").

SC-6.3 Amend the first sentence of Paragraph 6.02.A of the General Conditions to read as follows:

CONTRACTOR shall provide competent, suitably qualified personnel to construct the Work as required by the Contract Documents.

and as so amended Paragraph 6.02.A remains in effect.

SC-6.11 Amend Paragraph 6.06.G to include the following:

CONTRACTOR SHALL AT ITS COST INDEMNIFY, DEFEND, AND SAVE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF THE DEMANDS OF PERSONS SUPPLYING LABOR AND/OR MATERIALS FOR THE WORK, AS THOSE TERMS ARE DEFINED IN CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE. Contractor shall furnish

satisfactory evidence that all obligations for labor and materials have been satisfied in the form of an Affidavit of Bills Paid as set forth in these Contract Documents. If Contractor fails to provide an affidavit as to any laborer or supplier, then Owner may, at Owner's option, pay directly any unpaid sums otherwise due to Contractor under this Contract or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to Contractor shall be resumed in full in accordance with the terms of this Contract. In no event shall the provisions of this paragraph be construed to impose any obligation upon Owner by either Contractor or its Surety.

SC-6.12 Delete Paragraph 6.07 of the General Conditions in its entirety and insert the following in its place:

INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

- (A) Contractor shall not furnish or provide to Owner any Materials or Work that infringes a third party's intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like). Contractor shall not disclose or provide to Owner any information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas which Contractor does not own or otherwise have the right to disclose or provide to Owner.
- (B) Contractor represents and warrants that the Materials and the Work shall be free from third party claims of ownership and that Owner's right to own, use, or otherwise disclose such Materials and Work shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- (C) Contractor represents and warrants to Owner that all information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas disclosed or provided to Owner shall be free from third party claims of ownership and that Owner's right to own, use or otherwise disclose such information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- (D) Contractor represents and warrants that all processes or methods utilized by Contractor to provide its services to Owner are free from infringement of third party intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like) and that all products provided by Contractor to Owner are free from third party claims of infringement of intellectual property rights, including allegations that the product infringes the claims of the United States process patent in violation of the Process Patents Amendment Act of 1988. Contractor shall cooperate fully and promptly with Owner with respect to any notice of infringement or request for disclosure or response to a request for disclosure generated or received by Owner in connection with Contractor's Work pursuant to the Process Patents Amendment Act of 1988. To the extent that Contractor obtains products from third parties which it intends to provide to Owner, Contractor shall obtain agreements from Contractor's vendors to cooperate in connection with requests for disclosure generated or received by Owner pursuant to the Process Patents Amendment Act of 1988.
- (E) **CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ALL LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION BROUGHT BY THIRD PARTIES (AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES OR JUDGMENTS SUSTAINED OR INCURRED BY OWNER IN CONNECTION THEREWITH, INCLUDING THE COSTS OF INVESTIGATION AND REASONABLE ATTORNEYS FEES) ARISING OUT OF OR RELATING TO: (I) CONTRACTORS BREACH OF ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING INTELLECTUAL PROPERTY RIGHTS; (II) ALLEGATIONS THAT OWNER, BY USE OF THE MATERIALS, EQUIPMENT, OR THE**

WORK, INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (WHETHER IT BE CLAIMS OF IMPROPER USE OF CONFIDENTIAL INFORMATION, PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR THE LIKE); (III) ALLEGATIONS THAT A THIRD PARTY OWNS INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS DESCRIBED OR PROVIDED BY CONTRACTOR TO OWNER; (IV) ALLEGATIONS THAT OWNER'S OWNERSHIP OR USE OF INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS DISCLOSED OR PROVIDED BY CONTRACTOR TO OWNER INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (V) ALLEGATIONS THAT THE PROCESSES UTILIZED BY CONTRACTOR IN PROVIDING ITS SERVICES TO OWNER INFRINGE THIRD PARTY INTELLECTUAL PROPERTY RIGHTS (INCLUDING A VIOLATION OF THE PROCESS PATENTS AMENDMENT ACT OF 1988); OR (VI) THE COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED BY OWNER IN ENFORCING THE INTELLECTUAL PROPERTY INDEMNITY INCLUDED IN THIS PARAGRAPH. THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL APPLY EVEN IF THE THIRD PARTY ALLEGES OR ESTABLISHES THAT OWNER WAS PARTIALLY NEGLIGENT OR OTHERWISE AT FAULT (E.G., WITHOUT LIMITATION, THAT OWNER WAS NEGLIGENT IN RETAINING CONTRACTOR'S SERVICES AND ACCEPTING MATERIALS, EQUIPMENT, WORK, INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS FROM CONTRACTOR, OR THAT OWNER WAS NEGLIGENT IN FAILING TO ASCERTAIN WHETHER THE MATERIALS, EQUIPMENT, WORK, INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS INFRINGED THE RIGHTS OF THIRD PARTIES). IF USE OF ANY PART OF SUCH EQUIPMENT, MATERIAL OR PROCESS IS LIMITED OR PROHIBITED, CONTRACTOR SHALL, AT ITS SOLE EXPENSE, PROCURE THE NECESSARY LICENSES TO USE THE INFRINGING EQUIPMENT, MATERIAL OR PROCESS, OR THE OWNER MAY, AT ITS OPTION, (1) ALLOW THE CONTRACTOR, WITH THE OWNER'S PRIOR WRITTEN APPROVAL, TO REPLACE SAME WITH SUBSTANTIALLY EQUAL BUT NOT INFRINGING EQUIPMENT, MATERIALS OR PROCESSES, OR MODIFY SAME TO BE NONINFRINGING; PROVIDED THAT ANY SUCH SUBSTITUTE OR MODIFIED EQUIPMENT, MATERIALS OR PROCESS SHALL MEET ALL THE REQUIREMENTS AND BE SUBJECT TO ALL THE PROVISIONS OF THIS CONTRACT, PROVIDED THAT SUCH REPLACEMENT OR MODIFICATIONS SHALL NOT MODIFY OR RELIEVE THE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS CONTRACT; OR (2) OWNER MAY CANCEL THE CONTRACT.

SC-6.13 Add the following language at the end of Paragraph 6.08 of the General Conditions:

The Construction Drawings and Special Specifications include a Storm Water Pollution Prevention Plan in accordance with TCEQ requirements. The Contractor shall be responsible for obtaining permit coverage under the TCEQ's Construction Storm Water General Permit for all phases of project construction, and shall be further responsible for all activities necessary to initially meet and thereafter continuously maintain strict compliance with such permit as well as all applicable rules of TCEQ relating to Storm Water discharges (including, but not limited to, implementing the best management practices set forth in the Storm Water Pollution Prevention Plan for this project.

SC-6.14.1 Add the following language at the end of Paragraph 6.08 of the General Conditions:

Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall ascertain the general prevailing wage rate received by the classes of workers employed on projects similar to this project and shall specify in the call for bids and in the Contract the minimum wage rates which shall be paid for each type of worker. This statute further provides that the Contractor or Subcontractors shall pay, as a penalty, to the Owner Sixty Dollars (\$60.00)

for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. The Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract.

The statute likewise requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them in the construction of the Project and to show the actual per diem wages paid to each worker. These records are open to the inspection of the Owner.

The Prevailing Wage Rate Scale that applies to this Contract is attached in the Invitation to Bidders.

SC-6.14.3 Add Paragraph 6.09.D as follows:

Contractor shall at all times observe and comply with federal, state, and local laws, ordinances, and regulations which in any manner affect this Contract of the Work; **INDEMNIFY AND SAVE OWNER HARMLESS AGAINST ANY CLAIM ARISING FROM VIOLATION OF ANY SUCH LAWS OR ORDINANCES WHETHER BY CONTRACTOR, ITS EMPLOYEES, AGENTS, PERMITTEES, OR LICENSEES**; and notify Owner promptly upon discovery of any instance of failure to comply with applicable laws, ordinances, and regulations.

SC-6.15 Add the following language at the end of Paragraph 6.10 of the General Conditions:

Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and, accordingly, Contractor shall not collect Texas sales and use taxes from Owner with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to the Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas Sales and use taxes.

Contractor shall pay, when due, all taxes, fees, and contributions imposed by reason of prosecution of the Work **AND SHALL PROTECT, INDEMNIFY, AND HOLD OWNER HARMLESS FROM LIABILITY RESULTING FROM FAILURE TO MAKE TIMELY PAYMENT OF THESE AMOUNTS AND COMPLY WITH THE REPORTING, FILING, OR OTHER PROCEDURAL REQUIREMENTS WITH RESPECT TO PAYMENT**. Interest, penalties, or other liabilities arising from failure to make payments shall not be reimbursed to Contractor.

SC-6.20 Amend Paragraph 6.13 to include the following:

Contractor shall develop a written safety program, including provisions for trench safety, applicable to the Premises and to the Work, and enforce the safety program to the Work at all times. Further, Contractor shall comply with all applicable laws and regulations, including but not

limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Contractor's employees. Contractor shall have complete and sole responsibility for protecting the safety and health of its employees and subcontractors and all other persons.

Contractor shall notify Owner, by telephone with prompt confirmation in writing, of lost time injuries and fatalities that occur on the Premises in connection with any work being performed under this Contract and shall provide Owner with reports of injuries and fatalities as Owner shall deem necessary, including, but not limited to, copies of all reports or other documents filed or provided in connection with injuries or fatalities to Surety or Contractor's insurers or the State of Texas.

No provision on this paragraph shall be interpreted as enlarging any legal duty the Owner may have to Contractor or to Contractor's agents, employees, subcontractors, or third parties, or as altering the status of Contractor as an independent contractor.

The Contractor shall include sufficient compensation in his bid for trench and project safety systems in accordance with all applicable local, state, and federal law, including, but not limited to, OSHA and all proposed OSHA rules and regulations published in the Federal Register related to trench and project safety systems if such are more stringent than rules and regulations of official record. All trench and project safety systems shall be designed by the Contractor's Registered Professional Engineer. The Contractor's Registered Professional Engineer shall be registered in the State of Texas.

The Construction Drawings, prepared by ADICO Consulting Engineers, do not extend to or include designs or systems pertaining to the safety of the Contractor or its employees, agents or representatives in the performance of the Work. The seal of ADICO Consulting Engineer's Registered Professional Engineer(s) on the BID DOCUMENTS AND SPECIFICATIONS OR CONSTRUCTION DRAWINGS or any written explanatory matter thereof, as prepared by ADICO Consulting Engineers does not extend to any such trench or project safety systems that may be necessary in the Contractor's completion of the Work.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ENGINEER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS FROM ANY AND ALL DAMAGES, COSTS (INCLUDING WITHOUT LIMITATIONS, LEGAL FEES, COURT COSTS, AND THE COST OF INVESTIGATION), JUDGMENTS OR CLAIMS BY ANYONE FOR PROPERTY DAMAGE, INJURY, OR DEATH TO PERSONS RESULTING FROM THE COLLAPSE OR FAILURE OF TRENCHES CONSTRUCTED UNDER THIS CONTRACT OR THE FAILURE TO PROVIDE SAFETY EQUIPMENT OR SAFETY SYSTEMS UNDER THIS CONTRACT.

CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION EXTENDS TO AND COVERS THE OWNER AND ENGINEER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, OR AGENTS NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, OR GROSS), EITHER BY ACT OR OMISSION, WITH RESPECT TO THE CONTRACTOR'S SAFETY EQUIPMENT OR SYSTEMS, OR THE LACK THEREOF, INCLUDING BUT NOT LIMITED TO INSPECTIONS, FAILURE TO ISSUE STOP WORK ORDERS, AND THE HIRING OF THE CONTRACTOR.

THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION EXTENDS TO THE OWNER AND ENGINEER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, OR AGENTS NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, OR GROSS) WHETHER SUCH NEGLIGENT ACTION OR OMISSION IS SOLE OR CONCURRENT WITH CONTRACTOR AND/OR OTHERS. THIS CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL BE SUPPORTED BY CONTRACTUAL LIABILITY INSURANCE

AS SPECIFIED IN THE GENERAL AND SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

SC-6.31 Delete Paragraph 6.20 of the General Conditions in its entirety and insert the following in its place:

To the maximum extent allowed by law, the Contractor shall indemnify and hold harmless the Owner, its board, directors, officers, employees and agents, Engineer and its consultants, directors, officers, agents and employees and Developer and its directors, officers, agents and employees (collectively, the "Indemnitees"), from and against any and all claims, demands, suits, causes of action, settlements, liabilities, costs, expenses, fines, and judgments (including, without limitation, reasonable and necessary court costs, experts' fees and attorney's fees) (collectively, "Losses"), whether arising in equity, at common law, or by statute, including without limitation the Texas Deceptive Trade Practices Act (as amended) or similar statute of other jurisdictions, or under the law of contracts, torts (including, without limitation, negligence and strict liability without regard to fault) or property, of every kind or character (including, without limitation, claims for property damage, personal injury (including without limitation emotional distress), and economic loss), arising in favor of or brought by any of the Contractor's employees, agents, Subcontractors, Suppliers or representatives, or by any governmental agency or any other third party, based upon, in connection with, relating to or arising out of the Work, the Contractor's failure to comply with the Contract Documents, or the Contractor's actions or inactions under the Contract Documents, including without limitation any failure to pay taxes or failure to comply with any applicable law, and **EVEN IF ANY SUCH LOSSES ARE DUE IN PART TO ANY INDEMNITEES' SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.**

The foregoing indemnification obligation shall apply regardless of the amount of insurance coverage held by the Contractor, including without limitation any such coverage under any worker's compensation act, disability act, or other act or law which would limit the amount or type of damages, compensation, or benefits payable by or for the Contractor, and shall not be limited by any insurance carried or provided by the Contractor in accordance with the Contract Documents or otherwise.

Contractor shall and does hereby waive all causes of action it has for, and releases and forever discharges the Indemnitees from, Losses for injuries (including death) to any person or damage to or destruction of any property sustained or alleged to have been sustained in connection with or arising out of or incidental to the Work.

Contractor shall promptly settle or cause the settlement of all Losses for which it is responsible pursuant to the Contract Documents. Upon becoming aware of facts which may constitute any Loss, Contractor shall immediately notify the Owner of the full particulars thereof, and the Owner may elect, by notice to Contractor, to have its representative accompany Contractor's representative in making settlement of the same.

Contractor agrees and covenants that it will not contest the validity or enforceability of any indemnity or exculpatory provision of this Contract on the basis that it has no notice or knowledge of any such provision or that any such provision is not "conspicuous."

Other provisions in the Contract Documents containing indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided above such that all indemnities provided in the Contract Documents shall be construed to grant indemnity to the Indemnitees to the fullest extent possible.

SC-6.32 Delete Paragraph 6.21 of the General Conditions in its entirety.

SC-7.1 Related Work at the Site. The following projects either have or will be contracted for in the vicinity of the proposed construction in connection with this contract:

There is no related work at site

SC-8.5 and SC-8.10 Delete Paragraph 8.05 and 8.10 of the General Conditions in their entirety.

SC-9.3 Add the following language at the end of Paragraph 9.20 of the General Conditions:

The ENGINEER will provide a project representative for this project whose responsibilities are outlined in the attached Exhibit XC-A.

In addition to inspection by the OWNER and ENGINEER, the work under this contract will be subject to inspection by Brazoria County, the Brazoria County Drainage District, the City of La Marque, and the Texas Commission on Environmental Quality.

SC-12.2 Add the following language at the end of Paragraph 12.02.B of the General Conditions:

The CONTRACTOR and the OWNER agree that time is of the essence of this contract. The CONTRACTOR and the OWNER agree that a breach of this CONTRACT by failure to complete the Work in the specified time will cause harm to the OWNER, and further agree that the harm the OWNER would sustain and the actual measure of damages the OWNER would incur from the breach are incapable or very difficult of ascertainment. Therefore, the CONTRACTOR and the OWNER agree that for each and every day the work or any portion thereof shall remain uncompleted after the expiration of the time limit set in the Contract, or as extended under the provisions for Extension of Time in Article 12 of this Contract, CONTRACTOR shall be liable to OWNER for liquidated damages in the sum stipulated in the Standard Form of Agreement between OWNER and CONTRACTOR, which sum the parties agree is a reasonable forecast of the damages the OWNER will sustain per day that the work remains uncompleted and in no way constitutes a penalty. The OWNER shall have the option to deduct and withhold the amount of any liquidated damages from any monies that the OWNER owes the CONTRACTOR or to recover such amount from the CONTRACTOR or the Sureties on the CONTRACTOR'S bond at the CONTRACTOR'S expense.

SC-13.4 Add the following language at the end of Paragraph 13.03 of the General Conditions:

CONTRACTOR shall give a minimum of two working days notice to the independent testing laboratory employed by the OWNER when requesting testing services and a minimum of 4 working hours notice to the independent testing laboratory employed by the OWNER for cancellation of scheduled testing services. CONTRACTOR will pay all charges for retesting required due to CONTRACTOR'S failure to pass initial tests, and for charges resulting from CONTRACTOR'S improper cancellation of scheduled testing services. The OWNER shall have the option to deduct and withhold the amount of any retesting charges and charges for improper cancellation of scheduled testing services from any monies due to the CONTRACTOR or recover such amount from the CONTRACTOR or the CONTRACTOR'S Surety at the CONTRACTOR'S expense.

SC-13.12 Amend Paragraph 13.07 of the General Conditions to include the following:

The one-year correction period will commence at the time that the project is at the final completion stage and has been accepted by Brazoria County, the Brazoria County Drainage District, the City of La Marque, the Texas Commission on Environmental Quality, the ENGINEER, and the OWNER.

SC-14.2 Amend Paragraph 14.02.A.1 of the General Conditions to include the following:

The CONTRACTOR shall make arrangements to meet the ENGINEER'S Project Representative at the job site to determine the status of work completed for the project prior to the due date for submittal of each monthly application for payment. The due dates for monthly applications for payment will be determined at the Pre-construction Conference or outlined in the Notice to Proceed. The status of work completed as agreed upon between the ENGINEER'S Project Representative and the CONTRACTOR will be the basis for the application for payment submitted to the ENGINEER'S Project Manager. Deviations from the agreed status of work completed in the application for payment may result in processing delays or disapproval of the estimate. In

addition, payment may be delayed until the next payment cycle on applications for payment received after the prescribed submittal due dates. If the CONTRACTOR believes that an oversight was made in the agreed status of work completed, he should contact the ENGINEER'S Project Manager prior to submitting an application for payment that is not in one hundred percent compliance with the agreed status of work completed. Unless specific approval is granted by the Owner, payment will not be approved for materials delivered and stored at the site but not incorporated in the work.

An amount equal to ten percent of the amount of each monthly estimate will be retained by the OWNER until final payment under the Contract is approved. Applications for payment by the CONTRACTOR shall not include payment for retainage without prior approval of the ENGINEER'S Project Manager.

All monthly applications for payment shall include an Affidavit of Bills Paid and all required Storm Water Pollution Prevention Plan inspection and maintenance reports. Absence of an Affidavit of Bills Paid or any required Storm Water Pollution Prevention Plan inspection and maintenance reports from a monthly application for payment may result in processing delays or disapproval of the estimate.

SC-14.4 Delete Paragraph 14.02.B.1 in entirety and insert the following paragraph:

ENGINEER will, within fifteen days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.02.B.5) become due and when due will be paid by OWNER to CONTRACTOR.

SC-14.11 Amend Paragraph 14.06 of the General Conditions to include the following:

Final inspections will also be conducted by the governments entities listed in SC-9.3. It is intended that all inspections by governmental entities pass on the dates of the inspections. CONTRACTOR shall have crews ready and prepared to remedy any and all problems or deficiencies on the dates of the inspections. The CONTRACTOR will be notified by the ENGINEER as to the dates and times of the inspections immediately upon their being scheduled by each governmental entity.

SC-14.12 Amend Paragraph 14.07.A of the General Conditions to include the following:

The final application for payment shall include consent of surety to release final payment, affidavit of bills paid, waiver and release of liens, contractors warranty, any required O&M manuals, any required Storm Water Pollution Prevention Plan inspection and maintenance reports and record drawings. The final application for payment shall not be submitted for approval until the satisfactory completion of all testing and inspection requirements.

SC-15.2 Delete Paragraph 15.02.A of the General Conditions in its entirety and insert the following in its place:

Upon occurrence of any one or more of the following events:

15.02.1. if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6) seven (7) days after written notification from the OWNER, or the ENGINEER;

15.02.2 if CONTRACTOR continues to disregard Laws and Regulations of any public body having jurisdiction seven (7) days after written notification from the OWNER, ENGINEER, or said public body;

15.02.3 if CONTRACTOR continues to disregard the authority of ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, seven (7) days after written notification from the OWNER, or the ENGINEER; or

15.02.4 if CONTRACTOR abandons and fails or refuses to resume work or if CONTRACTOR otherwise continues to violate in any substantial way any provisions of the Contract Documents seven (7) days after written notification from the OWNER, or the ENGINEER;

OWNER may, in the case where performance and payment bonds exist, notify the Surety on these bonds in writing to complete the Work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving copy of said notice to Surety to complete the Work, the CONTRACTOR shall be excluded from the site and shall not remove from the site any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the Work, may be held for use on the Work by the OWNER or the Surety on the performance bond, or another contractor in completion of the Work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Paragraph 11), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In any case, CONTRACTOR shall not be entitled to receive any further payments until the Work is finished.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice to complete the Work hereinabove provided for, within seven (7) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

- A. The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and /or his Surety shall pay the amount of such excess to the OWNER; or
- B. The OWNER under sealed bids, after seven (7) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work has been completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 14.07, shall be issued. A complete itemized statement of the contract account, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within thirty (30) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the OWNER had the Work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety pays the balance in full shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the Work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the Work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in the contract, provided, however, that actual written notice is given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After ten (10) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the site of the Work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

Cost by the OWNER to complete the Work as referenced herein, shall include, but not be limited to, all expenses for labor, machinery, equipment, tools, materials, and supplies along with any claims, losses, and damages sustained by OWNER arising out of or resulting from completing the Work.

Such expenses, claims, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER will not be required to obtain the lowest price for the Work performed.

SC-17.2.2 Add the following language to the end of Paragraph 17.02 of the General Conditions:

Contract time will be determined based on Calendar Days. A "Calendar Day" is defined as any day including Saturdays, Sundays, or legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven hours between 7:00 a.m. and 6:00 p.m.

END OF SUPPLEMENTARY CONDITIONS

**EXHIBIT X-A TO
SUPPLEMENTARY CONDITIONS**

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE PROJECT REPRESENTATIVE.**

ENGINEER shall furnish a Project Representative (PR) to assist ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the PR, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the PR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

PR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding PR's actions. PR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. PR's dealings with subcontractors shall be only through or with the full knowledge and approval of CONTRACTOR. PR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of PR

1. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
2. *Liaison:*
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information when directed by Engineer and when required for proper execution of the Work.
3. *Shop Drawings and Samples:* Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

4. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever PR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

6. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with PR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

7. *Records:* Maintain a diary or log book that reflects project data required to evaluate change order requests, time extension requests, and changed project conditions. The documentations shall include any significant on-site project meetings, and daily observations to ensure construction conformance with contract documents.

8. *Reports:*

- a. Furnish ENGINEER periodic reports as required of progress of the Work.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

9. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

10. *Completion:*

- a. Before ENGINEER issues a Certificate of Final Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not authorize OWNER to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

XIII. TECHNICAL SPECIFICATIONS

SECTION 01 010

SUMMARY OF WORK

1.0 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work of this contract includes Water Distribution Line from Newman Road to Stonewall to serve the City of La Marque, Texas.

2.0 CONTRACTS

- A. Construct the work under a single unit price contract.

3.0 WORK SEQUENCE

- A. Construct the work in stages to provide for district convenience. Do not close off public use of facilities until completion of one stage of construction will provide alternate usage.
- B. Coordinate use of premises under direction of Engineer.
- C. Assume full responsibility for the protection and safekeeping of products under this contract, stored at the site.
- D. Move any stored products under Contractor's control which interfere with operations of the Owner of separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

4.0 OWNER OCCUPANCY

- A. Owner may occupy the premises during the entire period of construction for the conduct of his normal operations. Cooperate with Owner's representative in all construction operations to minimize conflict, and to facilitate Owner usage.
- B. Contractor shall at all times conduct his operations to ensure the least inconvenience to the general public.

END OF SECTION

SECTION 01 045

CUTTING AND PATCHING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the work or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of contract documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Provide routine penetrations of nonstructural surfaces for installation of piping and electrical conduit.
- B. Related Requirements in Other Parts of the Project Manual. Basic responsibilities of parties: Condition of the Contract.
- C. Related Requirements Specified in Other Sections.
 - 1. Summary of Work: Division 1 - General Requirements.
 - 2. Earthwork: Division 2 – Site Work
 - 3. Mechanical General Provisions: Division 15 - Mechanical.
 - 4. Electrical General Provisions: Division 16 - Electrical.

1.02 SUBMITTALS

- A. Submit a written request to Engineer well in advance of executing any cutting or alteration which affects:
 - 1. The work of the Owner or any separate Contractor.
 - 2. The structural value or integrity of any element of the project.
 - 3. The integrity of effectiveness of weather-exposed or moisture resistant elements or systems.
 - 4. The efficiency, operational life, maintenance or safety of operational elements.
 - 5. The visual qualities of sight-exposed elements.
- B. The request shall include:
 - 1. Identification of the project.
 - 2. Description of the affected work.

3. The necessity for cutting, alteration or excavation.
 4. The effect on the work of the Owner or any separate Contractor, or on the structural or weatherproof integrity of the project.
 5. Description of the proposed work.
 - a. The scope of cutting, patching, alteration, or excavation.
 - b. The trades who will execute the work.
 - c. Products proposed to be used.
 - d. The extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
 8. Written permission of any separate Contractor whose work will be affected.
- C. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution as specified in Section 01 600 - Materials and Equipment.
- D. Submit a written notice to Engineer designating the date and the time the work will be uncovered.

2.0 PRODUCTS

Comply with specifications and standards for each specific product involved.

3.0 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of the project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect the conditions affecting the installation of products or performance of the work.
- C. Report unsatisfactory or questionable conditions to the Architect/Engineer in writing; do not proceed with the work until the Architect/Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.
- B. Provide devices and methods to protect other portions of the project from damage.
- C. Provide protection from the elements for that portion of the project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.
- B. Execute cutting, demolition, excavating and backfilling by methods which will prevent damage to other work and will prevent settlement.
- C. Restore work which has been cut or removed and install new products to provide completed work in accord with requirements of the contract documents.
- D. Refinish entire surfaces as needed to provide an even finish. On continuous surfaces, refinish to the nearest intersections. For an assembly, refinish the entire item.

END OF SECTION

SECTION 01 090

REFERENCE SPECIFICATIONS

1.0 GENERAL

1.01 SUMMARY

- A. Section includes modifications of City of Houston Standard Construction Specifications for Wastewater Collection Systems, Water Lines, Storm Drainage and Street Paving, which pertain to the Work described in the Contract Documents.
- B. Except as modified herein, City of Houston Standard Construction Specifications for Wastewater Collection Systems, Water Lines, Storm Drainage and Street Paving, latest edition, are incorporated herein by reference as if copied verbatim including any supplementary specification or amendments thereto unless indicated otherwise in the Drawings or Specifications.
- C. Where a portion of the reference specification is modified or deleted herein, the unaltered portions of the specification shall remain in effect.
- D. Whenever the term "City Engineer", "Design Consultant", or "Project Manager" is used therein, it is intended to refer to the ENGINEER as defined in the Contract Documents.
- E. Whenever the term "City of Houston" or "City" is used therein, it is intended to refer to the OWNER as defined in the Contract Documents.
- F. Change all references to Section 01330-Submittals Procedures to Section 01 300 – Submittals.
- G. Change all references to Section 01454-Testing Laboratory Services to Section 01410 – Testing Laboratory Services.
- H. Change all references to Section 01504-Temporary Facilities and Controls to Section 01500 – Temporary Facilities and Controls.
- I. Delete all references to Section 01270 – Measurement and Payment.

END OF SECTION

SECTION 01 100

STORMWATER MANAGEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

Storm Water Management consists of all permitting and implementation activities necessary to conform to the requirements of the Environmental Protection Agency (EPA) Storm Water NPDES Permit Regulations as outlined in Federal Register Volume 57, No. 175 and Texas Commission on Environmental Quality (TCEQ) Regulation.

1.2 RELATED WORK

- A. Division 2 - Site Work. All sections in Division 2.

1.3 REFERENCE STANDARDS

- A. Storm Water Management Handbook for Construction Activities - Prepared by Harris County, Harris County Flood Control District and City of Houston; 2022 Edition.

1.4 SUBMITTALS

- A. NOT USED

1.5 PAYMENT

Work performed under this section will be paid for as indicated in the Bid Proposal.

PART 2- PRODUCTS

All products used to implement the PPP shall conform to the Technical Specifications as outlined in Appendix 'C' of the Storm Water Management Handbook for Construction Activities.

PART 3 - EXECUTION

3.1 POLLUTION PREVENTION PLAN

The PPP shall be developed and implemented in accordance with Section III, Section IV and the Technical Specifications of the Storm Water Management Handbook for Construction Activities.

3.2 NOTICE OF INTENT (NOI)

The NOI shall be completed by the Contractor and submitted to the TCEQ two days prior to beginning work that involved the initial disturbance of soils associated with clearing, grading, excavation or other construction activities. The PPP must be reviewed and approved by the Engineer prior to submitting NOI.

3.3 NOTICE OF TERMINATION (NOT)

The NOT shall be completed by the Contractor and submitted to the TCEQ upon obtaining stabilization of the soils on the site as determined by the Engineer.

END OF SECTION

SECTION 01 300**SUBMITTALS****1.0 PRIOR TO BEGINNING WORK**

Submit the following items with the signed agreement form as a prerequisite to starting the work. The number of copies required of each submittal is six (6). The location of information concerning each submittal is referenced.

- A. Performance Bond. Bidding Documents, Contract Forms, General and Supplementary Conditions.
- B. Payment Bond. Bidding Documents, Contract Forms, General and Supplementary Conditions.
- C. Certificate of Insurance. General and Supplementary Conditions.
- D. List of Subcontractors. General and Supplementary Conditions.
- E. Material and Equipment List. Specifications sections.
- F. Construction Schedule. General Conditions and as specified in the section on Construction Schedule.
- G. Maintenance Bond. Bidding Documents, Contract Forms, General and Supplementary Conditions.

2.0 DURING CONSTRUCTION

During the progress of the work, make the following submittals in a timely manner to prevent any delay in the work.

- A. Work Schedules. Submit progress schedules monthly as evidence that the project will be ready for occupancy by the date of substantial completion. Six (6) copies are required.
- B. Shop Drawings, Product Data and Samples. Submit in accordance with the section on Shop Drawings, Product Data and Samples.
- C. Mill Certificates. Submit mill certificates on the following items as required by the specifications.
 - (1) Reinforcing Steel
 - (2) Bulk Cement
- D. Application for Payment. Submit application for partial payment as specified in the General and Supplementary Conditions and within the time specified in the agreement.
- E. Change Order Proposal. A proposal for change order may be submitted to the Engineer whenever a need arises. The request must be in writing and must include sufficient information to assess the need for a change in the work, the contract time, or the contract sum.

3.0 PROJECT CLOSEOUT

With a written notice of completion, submit the following items in the proper form as a condition of final acceptance of the work.

- A. Project Record Documents. Submit in accordance with the section on Project Record Documents included in SECTION 01 720 - Project Record Documents.
- B. Guarantees, Warranties and Bonds. Submit as required in the General and Supplementary Conditions and listed in various sections of the specifications.
- C. Certificates of Inspection. Deliver evidence of compliance with requirements of governing authorities and the specifications as specified in various sections of the specifications.
- D. Operation and Maintenance Data. As specified in various sections of the specifications.
- E. Spare Parts and Maintenance Materials. As specified in the various specification sections.
- F. Keys and Keying Schedule. As required.

END OF SECTION

SECTION 01 310
CONSTRUCTION SCHEDULES

PART 1 - GENERAL

- A. Promptly after award of the contract, the Contractor shall prepare and submit to the Architect/Engineer estimated construction progress schedules for the work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules periodically.
- C. Related Requirements in Other Parts of the Project Manual. Conditions of the Contract.
- D. Related Requirements Specified in Other Sections.
 - 1. Summary of the work: Section 01 010

1.01 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal Time Scale. Identify first work day of each week.
 - 3. Scale and Spacing. To allow space for notations and future revisions.
- B. Identification of Listings. By major specification section numbers.

1.02 CONTENT OF SCHEDULES

- A. Construction Progress Schedule.
 - 1. Show complete sequence of construction by activity.
 - 2. Show dates of beginning and completion of each major element of construction.
 - 3. Show projected percentages of completion for each item, as of the first day of each month.
- B. Prepare and submit sub-schedules for each separate stage or work specified in Section 01010.
- C. Provide sub-schedules to define critical portions of prime schedules.

1.03 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule.
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.

3. Revised projections in progress and completion.
4. Other identifiable changes.

1.04 SUBMISSIONS

- A. Submit initial schedules within 15 days after award of contract.
 1. Engineer will review schedules and return review copy within 10 days after receipt.
 2. If required, resubmit within seven days after return of review copy.
- B. Submit revised progress schedules with each application for payment.

1.05 DISTRIBUTION

- A. Distribute copies of reviewed documents to:
 1. Job site file.
 2. Subcontractors.
 3. Other concerned parties.
- B. Instruct recipients to report promptly to Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

SECTION 01 370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preparation and submittal of schedule of values for:
 - 1. Submit a schedule of values at least 10 days prior to submitting the first application for payment. Upon request, support values given with data that will substantiate the amounts. Use schedule of values only as basis for application for payment.
 - 2. Submit quantities of designated materials. List quantities of materials specified under unit price allowances.

PART 2 - FORM OF SUBMITTAL

Submit typewritten schedule of values on 8-1/2" x 11", plain bond, white paper. Use the table of contents of this project manual as a format for listing costs of work by sections under Divisions 2 through 16.

PART 3 - PREPARATION

3.01 PREPARING SCHEDULE OF VALUES

- A. Itemize separate line item cost for each of following general costs items:
 - 1. Performance and payment bonds.
 - 2. Field supervision and layout.
 - 3. Temporary facilities and controls.
- B. Itemize separate line item cost for work required by each section of this specification.
- C. Break down installed costs into:
 - 1. Delivered cost of material, with taxes paid.
 - 2. Total installed cost, with overhead and profit.
- D. Break down costs to list major products or operations for each line item which has an installed value of more than \$10,000.
- E. Make sum of total costs for all items listed in the schedule equal to the total contract sum.

3.02 PREPARING SCHEDULE OF UNIT MATERIAL VALUES

- A. Submit separate schedule of unit prices for materials to be stored on which partial payments will be made.

- B. Make a submittal form parallel to the schedule of values, with line items identified the same as line items in the schedule of values.
- C. Include in unit prices only:
 - 1. Cost of material.
 - 2. Delivery and unloading at site.
 - 3. Sales taxes.
- D. Make sure that the unit price multiplied by the quantity given equals the material cost of that item in the schedule of values.

3.03 REVIEW AND RESUBMITTAL

After review by the Engineer, revise and resubmit the schedule of values or material values, if required. Resubmit revised schedules in the same manner as the original schedules.

END OF SECTION

SECTION 01 410

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 PAYMENT

- A. Payment for services of an independent testing laboratory to perform specified testing shall be as directed in the Special Conditions to the Standard General Conditions.

1.2 RELATED WORK

- A. General Conditions of the Contract for Construction
Inspections and testing required by laws, ordinances, rules and regulations or orders of public authorities are the responsibility of the Owner.
- B. Specification Sections
Contained in the various specification sections are requirements for certification of products, testing, adjusting and balancing of equipment; and other tests and standards.

1.3 WORK INCLUDED

Testing is required for the following items of work, if applicable:

- A. Soils compaction control.
- B. Asphalt concrete paving.
- C. Asphalt densities.
- D. Portland cement concrete paving.
- E. Concrete reinforcement.
- F. Cast-in-place concrete.
- H. Other testing as required by local governing authority.

PART 2 - TESTING LABORATORY

2.1 DUTIES

- A. Cooperate with the Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
 - 2. Ascertain compliance with requirements of the contract documents.
- C. Promptly notify the Engineer and Contractor by fax or email of irregularities or deficiencies of work which are observed during performance of services.

- D. Prepare and distribute reports of inspections and tests within three days of test completion or weekly on continuous work as follows:
 - 1. Engineer: One copy by fax, email or certified mail unless otherwise directed by Engineer.
 - 2. Contractor: One copy by fax, email or certified mail unless otherwise directed by Contractor.
 - 3. Owner: One copy by fax, email or certified mail unless otherwise directed by Owner.
- E. Include the following information for each test as well as additional data specified in the applicable section.
 - 1. Date of test.
 - 2. Location of test.
 - 3. Specified standards.
 - 4. Test results.
 - 5. Remarks.

2.2 LIMITS OF AUTHORITY

The laboratory is not authorized to:

- A. Release, revoke, alter, or enlarge on requirements of the contract documents.
- B. Approve or accept any portion of the work.
- C. Perform any duties of the Contractor.

PART 3 - CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to the work or to manufacturer's operations.
- B. Provide to laboratory, preliminary representative samples of materials to be tested, in required quantities.
- C. Furnish labor and equipment:
 - 1. To provide access to the work to be tested in accordance with OSHA requirements.
 - 2. To obtain and handle samples at the site.
 - 3. To facilitate inspections and tests.
 - 4. For laboratory's exclusive use for storage and curing of test samples.
- D. Notify the laboratory at least 48 hours in advance of operations to allow for his assignment of personnel and scheduling of tests.
- E. Arrange with the laboratory and pay for additional samples and tests required for the Contractor's convenience.

- F. Testing type and frequency will be specified within the Supplementary Conditions to the General Conditions and project specifications

END OF SECTION

SECTION 01 420

INSPECTION SERVICES

PART 1 - GENERAL

1.1 SCOPE

This section summarizes the duties, responsibilities and limitations of authority of the inspector in connection with his observation and inspection of the work.

1.2 AUTHORITY

- A. Services of the inspector are set forth in the General Conditions of the Contract for Construction. In particular, the definitions of the Engineer's duties provide authority for observation and inspection of the work.
- B. The inspector's authority to require special inspection or testing in connection with rejected work is also provided in the General Conditions. Furthermore, the provision that upon request by the Contractor the inspector inspect and accept or reject any material furnished, is also granted in the General Conditions.
- C. The provision for removing work for inspection by the inspector is set forth in the General Conditions.

PART 2 - DEFINITIONS

- A. Inspector. A representative of the Engineer or Owner will be assigned authority to observe and inspect the work.
- B. Working Day. Inspectors are not required to work on Saturdays, Sundays, or legal holidays. If the Contractor plans work on a Saturday, Sunday, or legal holiday, prior arrangements should be made for an inspector not later than 2:00 p.m. on the working day before the Saturday, Sunday or legal holiday.
- C. Uninspected Work. Any work performed on a Saturday, Sunday, or legal holiday without benefit of an inspection may require removal and replacement if so directed by the inspector. Removal and replacement will be completed at no additional cost to the Owner.

END OF SECTION

SECTION 01 500

TEMPORARY FACILITIES AND CONTROLS

1.0 GENERAL

The facilities and controls specified in this section are considered minimum for the project. The Contractor may provide additional facilities and controls which he considers necessary for the proper execution of the work and to meet his responsibilities for protection of persons and property.

2.0 UTILITIES

- A. No land line is required. Superintendent is to have cell phone available at all times.
- B. Temporary Connections. Arrange and secure all temporary connections for water, electricity, gas and other services needed to perform the work. The cost of connection and use shall be arranged for and paid by the Contractor.
- C. The Contractor shall provide all power and fuel for equipment tests.

3.0 SANITATION

- A. Provide and maintain sanitary conveniences to satisfy requirements of local, state and Federal authorities, ordinances and laws. Obtain approval for location secluded from view.

4.0 ACCESS AND PARKING

Access and parking at the site are not limited by provisions other than those concerning free access and protection of adjoining property.

5.0 SECURITY AND TEMPORARY PROTECTIONS

Furnish, install and maintain suitable barriers and protections to prevent public entry, and to protect the work, existing facilities, trees and plants from construction operations.

6.0 CONSTRUCTION AIDS

Furnish, install and maintain construction aids required by personnel to facilitate the execution of the work including: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, and other such facilities and equipment.

7.0 CONTROLS

Protect equipment, newly finished areas and connected finished areas from dust and moisture. Use temporary walls, dust curtains or other enclosures, as necessary, to prevent damage.

- A. Temporary Heat. Provide temporary heat, fuel and services necessary to protect work and materials from injury from dampness and cold weather.

8.0 PROJECT SIGNS

Signs other than those specified, will not be permitted on the project site without approval.

9.0 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

Prior to final inspection, remove all temporary buildings, sanitary conveniences, signs and other items. Remove or restore, as required, all temporary roads and parking areas. Clean up the entire area as specified in the section on Cleaning and Adjusting.

10.0 MEASUREMENT AND PAYMENT

No separate payment will be made for Work under this section unless indicated otherwise in the Bid Proposal form.

END OF SECTION

SECTION 01 502

MOBILIZATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Mobilization of construction equipment and facilities onto the site.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Price Contracts. If Contract is Unit Price Contract, measurement for mobilization is on a lump sum basis.
- B. Stipulated Price (Lump Sum) Contract. If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.
- C. Mobilization payments will be included in monthly payment estimates upon written application by Contractor subject to the following provisions:
 - 1. Authorization for payment of mobilization will be made upon receipt and approval by Project Manager of the following items, as applicable:
 - a. Safety Program, if required.
 - b. Site Utilization Plan, if required.
 - c. Schedule of Values (Section 01370).
 - d. Initial Construction Photographs, if required.
 - e. Preliminary Construction Schedule and Billing Forecast, if required.
 - f. Construction Schedule (Section 01310)
 - g. Submittal Schedule (Section 01300).
 - h. Site specific Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) along with storm water application fee, if required.
 - i. Contractor's Quality Control Plan, if required.
 - j. Establishment of a Field Office for Project Manager meeting requirements, if required.
 - k. Traffic Control Plan, if required.
 - l. Plan for Control of Ground and Surface Water, if required.
 - m. Project Signs Submittal, if required.
 - n. Trench Safety Program, if required.
 - o. Dewatering plan, when required.
 - 2. Mobilization payments will be subject to retainage.

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PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 570**TRAFFIC CONTROL****1.0 GENERAL****1.1 SCOPE**

This section specifies, in general, the Contractor's responsibility for handling and maintaining the safe and efficient flow of vehicular and pedestrian traffic near construction areas. Routings other than those shown on the plans are possible. Any traffic handling routing not shown on the plans shall be reviewed by the Engineer.

1.2 REFERENCE STANDARDS

- A. Latest revision of the 1980 Texas Manual on Uniform Traffic Control Devices for Streets and Highways (TMUTCD), "Part IV - Traffic Controls for Street and Highway Construction and Maintenance Operations".

1.3 WORK AREAS

Traffic handling near construction areas shall be as shown on the plans or as directed by the Engineer. A request for work areas around construction other than those shown on the plans shall be accompanied by a traffic handling plan. The plan shall be drawn up in accordance with the reference standards and shall be reviewed by the Engineer and the City of Houston Traffic and Transportation Department.

1.4 ACCESS TO PROPERTIES

- A. When construction activities necessitate the closing of a street to through traffic, the Contractor shall maintain, at all times, a 10-foot wide all-weather lane adjacent to the work area, free of construction equipment and obstructions, for the use of emergency vehicles.
- B. The Contractor shall provide continuous access to properties adjacent to work areas.

1.5 ADVANCE WARNING

Advance warning signs are not shown on the plans but are required.

1.6 PEDESTRIAN TRAFFIC

The Contractor shall take precautions to ensure the safety of pedestrians passing near work areas. This may entail the erection of a temporary fence on the construction side of pedestrian passageways to delineate out-of-bounds areas. If pedestrian safety cannot be assured, the Contractor shall close off the sidewalk(s) with signs and fences and shall direct pedestrians to use other suitable routes. The decision to close a sidewalk shall be reviewed by the Engineer.

1.7 MAINTENANCE OF EQUIPMENT AND MATERIAL

- A. The Contractor shall designate individuals to be responsible for the maintenance of traffic handling around the construction area. At least one of these individuals shall be able to be contacted at any time during construction. This individual shall immediately correct any deficiencies in the equipment and materials used to handle traffic, such as missing, damaged, or obscured signs, drums, barricades, or pavement markings. The names, addresses, and telephone numbers of the designated individuals shall be given to the City of Houston's inspector on the job and to the Engineer.
- B. The Contractor shall make daily inspections of signs, barricades, drums, lamps, and temporary pavement markings to verify that these are visible, in good working order, and

in conformance with the traffic handling plans and the directions of the Engineer. When not in conformance, the Contractor shall immediately bring the equipment and materials into conformance by replacement, repair, cleaning, relocation, and/or realignment.

- C. The Contractor shall keep all equipment and materials, especially signs and pavement markings, clean and free of dust, dirt, grime, oil, mud, or debris.
- D. The Engineer will make the decision whether to permit the reuse of damaged or vandalized signs, drums, and barricades.

END OF SECTION

SECTION 01 576

WASTE MATERIAL DISPOSAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Disposal of waste material and salvageable material. Waste material disposal consists of disposal of rubbish and other objectionable matter from operations such as clearing and grubbing, excavation, grading and demolition. Unless otherwise specified, the Contractor is responsible for removal and disposal of waste material.

1.02 UNIT PRICES

- A. No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

1.03 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01300 - Submittal Procedures.
- B. Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SALVAGEABLE MATERIAL

- A. Excavated Material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.

3.02 EXCESS MATERIAL

- A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of and in accordance with the direction of the OWNER.
- B. Verify the flood plain status of any proposed disposal site. Do not dispose of excavated materials in an area designated as within the 100-year Flood Hazard Area.
- C. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

SECTION 01 600

MATERIALS & EQUIPMENT

1.0 GENERAL

A. Material and Equipment Incorporated into the Work

1. Conform to applicable specifications and standards.
2. Comply with size, make, type and quality specified, or as specified approved in writing by the Engineer.
3. Manufactured and Fabricated Products.
 - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

B. Related Requirements in Other Parts of the Project Manual

Conditions of the Contract.

C. Related Requirements Specified in Other Sections

SECTION 01010 – SUMMARY OF WORK

SECTION 01340 – SHOP DRAWINGS, PRODUCT DATA & SAMPLES

SECTION 01710 – CLEANING & ADJUSTING

2.0 REUSE OF EXISTING MATERIAL

A. NOT USED

3.0 MANUFACTURER'S INSTRUCTIONS

- A. When contract documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Engineer. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.

2. Do not proceed with work without clear instructions.
- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by contract documents.

4.0 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules; coordinate to avoid conflict with work and conditions at the site.
1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 2. Immediately on delivery, inspect shipments to assure compliance with requirements of contract documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

5.0 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
1. Store products subject to damage by the elements in weather-tight enclosures.
 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Exterior Storage
1. Store fabricated products above the ground, on blocking or skids; prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- D. Protection After Installation
- Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

6.0 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. Products List
- Within 30 days after contract date, submit to Engineer a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options

1. For products specified only by reference standard, select any product meeting that standard.
2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.
3. For products specified by naming one or more products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any product or manufacturer not specifically named.
4. For products specified by naming only one product and manufacturer, there is no option.

C. Substitutions

1. For a period of 30 days after contract date, Engineer will consider written requests from Contractor for substitution of products.
2. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
3. Engineer shall be the judge of the acceptability of the proposed substitution.
4. Engineer will review requests for substitutions with reasonable promptness, and notify Contractor, in writing, of the decision to accept or reject the requested substitution.

D. Contractor's Representation

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the product specified.
3. Will coordinate the installation of an accepted substitution into the work, and make such other changes as may be required to make the work complete in all respects.

4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

END OF SECTION

SECTION 01 700

CONTRACT CLOSEOUT

1.0 GENERAL

- A. Comply with requirements stated in the Conditions of the Contract and in specifications for administrative procedures in closing out the work.
- B. Related Requirements in Other Parts of the Project Manual
Fiscal provisions, legal submittals and additional administrative requirements.

1.1 SUBSTANTIAL COMPLETION

- A. When Contractor considers the work substantially complete, he shall submit to Engineer:
 - 1. A written notice that the work is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, Engineer will make an inspection to determine the status of completion.
- C. Should the Engineer determine that the work is not substantially complete:
 - 1. Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
 - 2. Contractor shall remedy the deficiencies in the work, and send a second written notice of substantial completion to the Engineer.
 - 3. Engineer will re-inspect the work.
- D. When Engineer finds that the work is substantially complete, he will:
 - 1. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
 - 2. After due consideration of any objections to the tentative certificate that have been made by the Owner as provided in the General Conditions, the Engineer will execute and deliver to the Owner and Contractor a definite Certificate of Substantial Completion with a revised list of items to be completed or corrected.

1.2 FINAL INSPECTION

- A. When Contractor considers the work complete, he shall submit written certification that:
 - 1. Contract documents have been reviewed.
 - 2. Work has been inspected for compliance with contract documents.
 - 3. Work has been completed in accordance with the contract documents.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. Work is completed and ready for final inspection.

- B. Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Engineer consider the work is incomplete or defective:
 - 1. Engineer will promptly notify the contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Engineer that the work is complete.
 - 3. Engineer will re-inspect the work.
- D. When the Engineer finds the work is acceptable under the contract documents, he shall request the Contractor to make closeout submittals.

1.3 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Project Record Documents
As required.
- B. Operation and Maintenance Data, Instructions to Owner's Personnel
To requirements of respective sections in specifications.
- C. Keys and Keying Schedule
As required.
- D. Spare Parts and Maintenance Materials
As specified in respective sections of specifications.
- E. Evidence of Payment and Release of Liens
Submit the following in such form as approved by Owner.
 - 1. Contractor's affidavit of payment of debts and claims.
 - 2. Contractor's affidavit of release of liens, with:
 - a. Consent of surety to final payment.
 - b. Separate releases or waivers of liens for subcontractors and other with lien rights against property of Owner with a list of those parties.
 - 3. All submittals shall be duly executed before delivery to Engineer.
- F. Certificate of Insurance for Products and Completed Operations
- G. Maintenance Bond
Submit as specified in the Supplementary Conditions.

END OF SECTION

SECTION 01 710

CLEANING & ADJUSTING

PART 1 - GENERAL

1.1 RESPONSIBILITY

- A. The Contractor is responsible for cleaning and adjusting the work. If the Contractor fails to clean and adjust the work, the Owner may do so and charge the resulting costs to the Contractor.
- B. Detailed cleaning and adjusting requirements for specific trades or work are specified in sections pertaining to that trade or work.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

A. Fire Protection

Store volatile waste in covered metal containers and remove from premises daily.

B. Pollution Control

Conduct cleaning and disposal operations in compliance with local ordinances and antipollution laws.

- 1. Burning or burying of rubbish and materials on the project site is not permitted.
- 2. Disposal of volatile fluid wastes and other chemical wastes in storm or sanitary sewer systems or into streams or waterways is not permitted.

C. Safety Standards

Maintain the project in accordance with insurance and safety standards.

PART 2 - PRODUCTS

Use only cleaning materials recommended by the manufacturer of the surface to be cleaned. Employ cleaning materials as recommended by the cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. Oversee cleaning and ensure that the premises are maintained free from accumulations of waste material and rubbish. Do not allow waste materials, rubbish and debris to accumulate and become unsightly or create a hazard. Provide containers and locate on site for collection of waste material, rubbish and debris.
- B. At reasonable intervals during progress of the work, collect and dispose of waste material, rubbish and debris. Handle waste in a controlled manner; do not drop or throw materials from heights.
- C. Remove waste materials, rubbish and debris from the site and legally dispose at public and private dumping areas off the project site.
- D. If applicable, vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning as needed until the building is ready for

acceptance or occupancy. Schedule cleaning operations so that resulting dust and other contaminants will not fall on wet, newly painted surfaces.

3.2 FINAL CLEANING AND ADJUSTING

- A. Use experienced workmen or professional cleaners for final cleaning.
- B. Broom clean paved surfaces; rake clean other surfaces of grounds.
- C. If installed features of the work fail to operate or operate improperly, make the necessary adjustments to prevent damage and ensure proper operation. Remove and repair or replace maladjusted items if necessary, for proper adjustment.
- D. Remove all waste material and rubbish from the project area, as well as all tools, construction equipment, machinery, surplus materials and temporary facilities.
- E. Immediately prior to acceptance, conduct a final inspection of exposed interior and exterior surfaces to verify that the work is properly cleaned. Maintain cleaning until the premises are occupied by the Owner.

3.3 ADJACENT AREAS

To the Owner's satisfaction, clean or repair adjacent areas affected by the construction. Remove dust and debris in the adjacent area. Repair, patch and touch-up marred surfaces to match adjacent finishes.

END OF SECTION

SECTION 01 720

PROJECT RECORD DOCUMENTS

1.0 GENERAL

Prepare and maintain record documents for the project to accurately reflect the construction as built. Documents must be submitted at work completion as a condition of final acceptance.

2.0 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintain at the job site, one copy of:
 - 1. Contract drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Reviewed shop drawings.
 - 5. Change orders and field numbers.
 - 6. Other contract modifications.
 - 7. Field test records.
 - 8. Correspondence.
- B. Store record documents in an approved location apart from documents used for construction. Do not use record documents for construction purposes. Provide files and racks for orderly storage. Maintain documents in clean, dry, legible condition. Make documents and samples available at all times for inspection by the Architect/Engineer.

3.0 MARKING DEVICES

Mark all changes with red ink pen.

4.0 RECORDING

- A. Keep record documents current. Do not permanently conceal any work until required information has been recorded.
- B. Label each document "PROJECT RECORD" in neat, large, printed letters. Legibly mark contract drawings to record actual construction:
 - 1. Depths of various elements of foundations or structures in relation to survey data.
 - 2. Horizontal and vertical location of underground and underslab utilities and appurtenances referenced to permanent surface improvements.
 - 3. Location of internal utilities and appurtenances referenced to permanent surface improvements.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by change order or field order.

6. Details not on original drawings.
- C. Legibly mark specifications and addenda to record:
 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 2. Changes made by change order or field order.
 3. Other matters not originally specified.

5.0 SUBMITTAL

- A. At project completion, deliver record documents to the Architect/Engineer. Place all letter-sized material in a 3-ring binder, neatly indexed. Bind contract drawings and shop drawings in rolls of convenient size for ease of handling.
- B. Accompany the submittal with a transmittal letter, containing:
 1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 - a. Title and number of each record document.
 - b. Certification that each document as submitted is complete and accurate.
 - c. Signature of Contractor.

END OF SECTION

SECTION 01 740

SITE RESTORATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Restoration of site affected by the Work in public or private property, including pavement, esplanades, sidewalks, driveways, fences, lawns and landscaping.
- B. Restoration of all disturbed areas including excavated areas, areas designated for fill placement to improve site drainage, and areas disturbed by vehicular traffic and/or construction equipment as specified herein.
- C. Place on-site fill to be provided by others as directed by the ENGINEER and specified herein.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices
 - 1. Payment for site restoration will be made under this section on a unit price basis as stipulated in the Bid Proposal form.
 - 2. Payment for fill placement will be made under this section on a unit price basis as stipulated in the Bid Proposal form.
 - 3. Payment for increasing height of sprinkler heads will be made under this section on a unit price basis as stipulated in the Bid Proposal form.
- B. Stipulated Price (Lump Sum) Contracts. If Contract is Stipulated Price Contract, include payment for work under this section in total Stipulated Price.

1.03 DEFINITIONS

- A. Phase: Locations identified on the plans and listed in Section 01010 – Summary of Work under Work Sequence.
- B. Site Restoration: Replacement or reconstruction of Site Improvements located in rights-of-way, easements, public property, and private property affected or altered by the Work.
- C. Site Improvement: Includes pavement, curbs and gutters, esplanades, sidewalks, driveways, fences, lawns, irrigation systems, landscaping, and other improvements in existence at the Project site before commencement of construction operations.

1.04 SUBMITTALS

- A. Conform to requirements of Section 01300 – Submittal Procedures.
- B. Schedule of testing, service connections, abandonment, backfill, and site restoration.
- C. Sample of notices to residents outlining their responsibility for maintenance of site improvements adjacent to the Project that are not disturbed by construction operations.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Seeding and sodding: Sod specified in Section 02922 – Sodding and Seed specified in Section 02921 – Hydromulch Seeding.

PART 3 - EXECUTION

3.01 PREPARATORY WORK

- A. Provide cleanup and restoration crews to work closely behind pipe laying and roadway construction crews, and where necessary, during testing, service restoration, abandonment, backfill and surface restoration.
- B. Water Lines: Unless otherwise approved by Project Manager, comply with the following:
 - 1. Once Project manager approves work within a Phase, immediately begin preparatory work for disinfection effort.
 - 2. No later than three days after completing disinfection preparatory work, submit to City appropriate request for disinfection.
 - 3. If City fails to perform initial disinfection of lines in accordance with Section 2514 – Disinfection of Water Lines, within seven days from submission of appropriate request, and if approved by Project Manager, pipe laying operations may continue beyond approved limits until the City responds.
 - 4. Immediately after transfer of services, begin abandonment of old water lines and site restoration.
- C. Wastewater Lines:
 - 1. Once Project Manager approves work within a Line Segment, immediately begin preparatory work for testing effort.
 - 2. No later than three days after completing preparatory work for testing, initiate testing work.
 - 3. Immediately after transfer of service connections, begin abandonment of old wastewater lines, and site restoration.
- D. Street Construction and Paving Projects
 - 1. Once Project Manager approves work within a Line Segment of block, immediately begin preparatory work for testing effort.
 - 2. No later than three days after completing preparatory work for testing, initiate testing work.
 - 3. Immediately after testing begin site restoration.

E. Street Construction and Paving Projects

1. Once Project Manager approves work within a block, immediately begin preparatory work for sidewalk construction, sodding and hydromulching and tree planting.
2. No later than seven days after completing preparatory work, initiate construction.

3.02 CLEANING

- A. Remove debris and trash to maintain a clean and orderly site in accordance with requirements of General Conditions and Section 01576 – Waste Material Disposal.

3.03 LANDSCAPING AND FENCING

A. Seeding and Sodding.

1. Remove construction debris and level area with bank sand so that new grass surface matches level of existing grass and maintains pre-construction drainage patterns. Level and fill minor ruts or depressions caused by construction operations with bank sand, where grass is still viable.
2. Restore previously existing turfed areas with sod and fertilize in accordance with Section 02922 – Sodding. Sod to match existing turf.
3. Restore unpaved areas not requiring sodding with hydromulch seeding conforming to Section 02921 – Hydromulch Seeding.

B. Fence Replacement

1. Replace removed or damaged fencing to equal or better condition than existed prior to construction, including concrete footings and mow strips. Provide new wood posts, top and bottom railing and panels. Metal fencing material, not damaged by the Work, may be reused.
2. Remove and dispose of damaged or substandard material.

3.04 MAINTENANCE

- A. Maintain shrubs, plantings, sodded areas and seeded areas.
- B. Replace shrubs, plantings and seeded or sodded areas that fail to become established.
- C. Refer to Section 02922 – Sodding and Section 02921 – Hydromulch Seeding.

END OF SECTION

SECTION 02 110

DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

The work includes demolition and disposal of existing structures, materials and equipment.

1.02 JOINT INSPECTION

Prior to demolition, a joint inspection by the owner's representative and contractor will be made to determine condition of existing improvements adjacent to items being demolished. Adjacent improvements damaged by demolition operations must be restored satisfactorily at no expense to the owner.

1.03 DISPOSITION OF MATERIALS AND EQUIPMENT

- A. Ownership of Material and Equipment. Certain materials and equipment may be designated for reuse or salvage and will remain the Owner's property. If the designated items are damaged during demolition, handling or storage, the items must be restored satisfactorily at no expense to the Owner. Materials and equipment not designated for reuse or salvage become the Contractor's property and shall be removed from the site in a timely manner and disposed in accordance with applicable regulations. Remove debris daily to avoid clutter.
- B. Reuse. Certain items may be reused if they are compatible with the work and will provide performance equal to new materials. Materials and equipment designated for reuse will be stored and protected until time of installation.
- C. Salvage. Deliver items to be salvaged to a designated storage area.

PART 2 - PRODUCTS

The Contractor shall use equipment and materials suitable for properly completing the demolition without damage to existing structures designated to remain.

PART 3 - EXECUTION

3.01 PROTECTION OF PERSONS AND PROPERTY

- A. Provide protection of persons and property, including safe working conditions throughout work progress. Install and maintain enclosures, barriers, warning lights, and other required protective devices.
- B. Minimize the spread of dust and flying particles. Execute demolition in a manner to prevent damage from falling debris or other sources to Owner's property or adjacent property.
- C. Do not interfere with use of adjacent buildings; maintain free and safe access at all times. Guard against movement or settlement of adjacent structures. The Contractor is responsible for safety and integrity of adjacent structures and, consequently, is liable for any movement or settlement and any resulting injuries or damage. Provide proper bracing and shoring necessary for support. If safety of adjacent structures appears to be endangered, cease operations. Do not resume demolition until proper protective measures have been taken.

3.02 UTILITY SERVICES

- A. Interruption. When temporary interruption of utility service is required by the work, properly coordinate the outage to prevent untimely or damaging interruptions to Owner or adjacent occupants.
- B. Follow rules and regulations of authorities or companies having jurisdiction over communications, pipelines, and electrical distribution services.

3.05 GENERAL WORK ITEMS

- A. Operational procedures are at the Contractor's option but must not interfere with the execution of other work. Materials or equipment designated for reuse or salvage will be carefully removed, transported, and stored in approved storage areas.
- B. Structures. Remove structures as shown on the plans. Where no limits are shown, the limits shall be 4 inches outside new items to be installed. Removals beyond these limits shall be at the Contractor's expense; satisfactorily reconstruct excess removals. Demolish piping and structures to a minimum of 3 feet below grade, unless otherwise indicated on the drawings.
- C. Removing and Replacing Concrete. Use these procedures where existing concrete must be removed to facilitate operations but will be replaced subsequently.
 - 1. Make initial cut with a concrete saw exercising care to avoid cutting reinforcement.
 - 2. After removing concrete, cut cross bars at center of breakout and bend back.
 - 3. Before replacing concrete, bend bars back to the original position and provide a splice bar for each cut bar. Splice bars must be the size of cut bars and of a length to lap each cut end a minimum of 20 diameters of the bar, unless restricted by the job conditions.
 - 4. Immediately before placing new concrete, thoroughly clean old concrete and apply a heaving coat of bonding agent.
 - 5. Replace concrete as specified.
- D. Backfill.
 - 1. Backfill holes resulting from demolition with an approved material to the density of adjacent soil as specified.
 - 2. Backfilling with rubbish or burying rubbish on the site is not permitted.

END OF SECTION

SECTION 02 160

TRENCH SAFETY SYSTEMS

PART 1 - GENERAL

1.01 Scope

- A. This section provides for furnishing, installing, and maintaining trench safety systems that meet the minimum of OSHA 29 CFR Safety and Health Regulations, Part 1926, Subpart P, including Final Rule, published in the Federal Register Vol. 54, No. 209 on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include, but are not limited to, 29CFR Sections 1226-650 through 29 CFR 1926-652.
- B. Legislation enacted by the Texas Legislature regarding Trench Safety Systems is hereby incorporated into these specifications by reference. Contractor shall comply with the requirements of Texas Health and Safety Code Ann., §756.021 (Vernon 1991) and any subsequent amendments.

1.02 Related Sections

SECTION 01300 - Submittals

SECTION 01340 – Shop drawings, Product Data and Samples

1.03 Related Information

A. Soil Borings

- 1. Soil borings or other geotechnical information for the design of the utilities or structure may be included with the specifications. If soil borings are included, they are for Contractor information only, and do not replace any geotechnical explorations required by State or Federal regulations.

1.04 Quality Assurance

- A. Trench safety system shall meet the current standards established by the Occupational Safety and Health Administration (OSHA) Safety and Health Regulations, Part 1926, Subpart P. - Excavations, Trenching and Shoring.
- B. The Engineer's Field Representative will inform the Contractor, Owner, and/or OSHA should the Representative observe actions not in accordance with OSHA regulations. Any construction not in accordance with OSHA regulations may not be eligible for payment, and any delays in construction to bring the project within OSHA regulations will not be the responsibility of the Owner or Engineer.

1.05 Definitions

- A. A trench shall be defined as a narrow excavation (in relation to its depth) made below the surface of the ground. In general, the depth is greater than the width, but the width of the trench (measured at the bottom) is not greater than 15 feet.
- B. The trench safety systems requirements apply to larger open excavation if the erection of structures or other installations limits the space between the excavation slope and the installation to dimensions equivalent to a trench as defined.

- C. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, or shoring.
- D. Dewatering, or diversion of water to provide adequate drainage is covered elsewhere in these specifications and is not subject to payment through Trench Safety Systems.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.01 Description:

- A. The work covered by this item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized on the project. The definition of a trench is included in the OSHA documentation referenced below.

3.02 Construction Methods:

- A. Trench safety systems shall meet the requirements of Occupational Safety and Health Standards; Proposed Rule (29 CFR Part 1926) as published in the Federal Register Vol. 52, No. 72, and dated Wednesday, April 15, 1987. The sections that are incorporated into these specifications include Sections 1926-650 through 1926-653. Legislation that has been enacted by the Texas Legislature (H.B. No. 1569) and the Polk County (Ordinance 18-94) with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications.
- B. A reproduction of "Subpart P-- Excavations" from the Federal Register Vol. 52 no. 72 is available and may be examined at the office of ADICO Consulting Engineers. The Contractor is responsible for obtaining a copy of this section of The Federal Register for his use.
- C. The limits of trench excavation shall be confined to the limits of the applicable right-of-way and/or easement designated for the utility in question and, with the exception of those utilities designed to cross the paving, shall not encroach into the limits of the proposed pavement.

3.03 Geotechnical Methods:

- A. The contractor is responsible for obtaining borings and soil analysis as required for the system design. The types of shoring that may be utilized in the Trench Safety Systems, selected and specified by the Contractor, can include but not be limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

3.04 Submittals

- A. Submittals shall conform to the requirements of SECTION 01300 - Submittals and SECTION 01340 - Shop Drawings, Product Data and Samples.
- B. Contractor shall submit a safety program specifically for the construction, installation and maintenance of trench excavation or structural excavation. Design the trench safety program in accordance with OSHA 29 CFR regulation governing the presence and activities of individuals working in and around trench excavations.

- C. Submittals and shop drawings which contain deviations from OSHA standards or contain special designs shall be sealed by a Professional Engineer registered in the State of Texas. Cost for Professional Engineer's design shall be paid by Contractor.
- D. Review of the safety program by the Engineer will only be in regard to compliance with these specifications and will not constitute approval by the Engineer nor will the review relieve the Contractor of obligations under State and Federal trench safety laws.

3.05 Indemnification

- A. Contractor shall indemnify and hold harmless the Owner and Engineer, its employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches or structural excavations covered under this Contract.
- B. Contractor acknowledges and agrees that this indemnity provision provides indemnity for the Owner and Engineer in case the Owner or Engineer is negligent either by act or omission in providing for trench safety, including, but not limited to, safety program and design reviews, inspections, failures to issue stop orders, and the hiring of the Contractor.

3.06 Installation

- A. Provide, install and maintain trench safety system in accordance with provisions of OSHA 29CFR.
- B. Specially designed trench safety system shall be installed in accordance with the trench safety drawings produced for the locations and conditions identified on the Shop Drawings and Submittals.
- C. A competent person, as identified in the Contractor's Trench Safety Program, shall verify that trench boxes and other premanufactured systems are certified for actual installation conditions and are in a properly maintained condition.

3.07 Inspection

- A. Contractor, or qualified consultant retained independently by Contractor, shall make daily inspections of the trench safety system to ensure that the installed system and operations meet OSHA 29CFR, State of Texas regulations, and other personnel protection regulation requirements.
- B. If evidence of possible cave-ins or slides is apparent, Contractor shall immediately stop work in the trench and move personnel to safe locations until the necessary precautions have been taken by Contractor to safeguard personnel entering the trench.
- C. Maintain a permanent record of daily inspections.

3.08 Field Quality Control

- A. Contractor shall verify specific applicability of the selected or specially designed trench safety system to each field condition encountered on the project.
- B. Should field conditions change during the progress of the work, Contractor shall revise the trench safety system accordingly.

PART 4 - MEASUREMENT AND PAYMENT

- A. Measurement and payment for trench safety system used on utility excavation is per linear foot measured along the centerline of the trench, including manholes and other structures.
- B. Measurement and payment for special shoring requirements use in trench excavations, if included in the unit price bid schedule, is per square foot of the vertical face of the special shoring installed.
- C. Separate payment for trench safety system for structural excavation will not be made. Include cost of shoring in the cost of the structure.

END OF SECTION

CONSTRUCTION PLANS FOR 12-INCH WATER DISTRIBUTION LINE FROM NEWMAN ROAD TO STONEWALL STREET

TO SERVE

CITY OF LA MARQUE

ADICO JOB No.: 22034-01 DATE: SEPTEMBER 2023



MAYOR KEITH BELL

COUNCILMAN, DISTRICT A KIMBERLEY YANCY

COUNCILMAN, DISTRICT B JOE COMPIAN

COUNCILMAN, DISTRICT C JOSEPH LOWRY

COUNCILMAN, DISTRICT D JAMES ROSS

CITY MANAGER CESAR GARCIA

PUBLIC WORKS DIRECTOR RICK SAILLER

48 HOUR NOTICE:

CONTRACTOR SHALL NOTIFY THE CITY OF LA MARQUE PERMITS DIVISION AT (409) 938-9219 FOR INSPECTION AT LEAST 48 HOURS PRIOR TO COMMENCING THE CONSTRUCTION



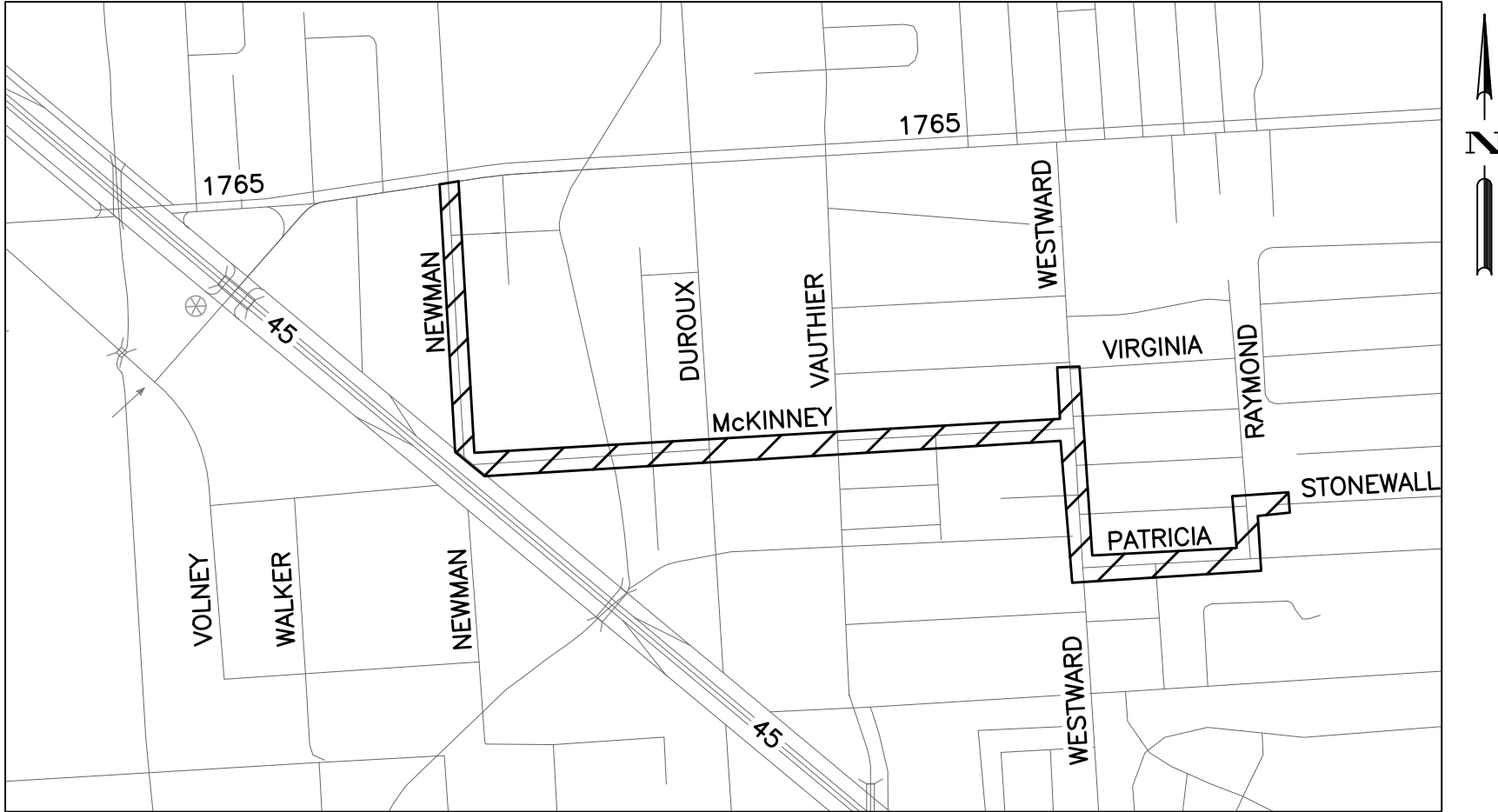
WARNING:

CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND UTILITY LINES BY CONTACTING "TEXAS 811" AT 811 OR 713-223-4567 AT LEAST 48 HOURS BEFORE YOU DIG, DRILL OR BLAST.

EXISTING, WATER, SANITARY, GAS, ELECTRICAL, TELECOMMUNICATIONS AND ALL OTHER UTILITY LINES ARE SHOWN PER RECORD DRAWINGS. CONTRACTOR SHALL VERIFY LOCATION AT THE SITE PRIOR TO CONSTRUCTION.



LOCATION MAP



VICINITY MAP

NOT TO SCALE

ADICO
CONSULTING ENGINEERS

2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 332-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

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INTERIM REVIEW

Not to be used for construction, bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-05-2023

SHEET NO.

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C:\Users\dlowe\edico dropbox\ADICO\ALLC\PROJECTS\22034-01 colm firm 1765 to stonewall\impact fee htp6 - drawings\newman to stonewall\2 GENERAL NOTES.dwg on 08/2025-1:43pm dlove

GENERAL NOTES:

- THESE PLANS WERE PREPARED TO MEET OR EXCEED CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, GALVESTON COUNTY AND CITY OF LA MARQUE RULES AND REGULATIONS AS AMENDED.
- WATER LINES, WASTEWATER COLLECTION SYSTEMS, STORM DRAINAGE SYSTEMS AND STREET PAVING ARE DESIGNED IN ACCORDANCE WITH THE LATEST EDITION OF THE DOCUMENTS – "CITY OF LA MARQUE, TEXAS ENGINEERING DESIGN CRITERIA MANUAL"
- ALL UTILITIES PRESENTED ON THESE DRAWINGS ARE SHOWN BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY IN THE FIELD THE EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION. CONTRACTOR SHALL NOTIFY TEXAS ONE CALL AT 713-223-4567 AT LEAST 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGES TO EXISTING PAVEMENT, SIDEWALK, CURB, GUTTER, WATER UTILITIES, WASTEWATER UTILITIES, STORM WATER UTILITIES AND TRAFFIC CONTROL DEVICES. CONTRACTOR SHALL MAKE ALL REPAIRS TO EXISTING UTILITIES WITH THE CITY OF LA MARQUE, TEXAS ENGINEERING DESIGN CRITERIA MANUAL "STANDARD CONSTRUCTION SPECIFICATIONS" AT NO COST TO THE CITY OF LA MARQUE.
- OWNER TO OBTAIN ALL PERMITS REQUIRED BY GALVESTON COUNTY, TEXAS PRIOR TO STARTING CONSTRUCTION OF UTILITIES AND/OR CULVERTS WITHIN GALVESTON COUNTY'S ROAD RIGHTS-OF-WAY.
- CONTRACTOR TO OBTAIN ALL CONSTRUCTION PERMITS REQUIRED BY THE "REGULATIONS OF GALVESTON COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT" PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY CITY OF LA MARQUE, CITY ENGINEER DINH V. HO, P.E. AT (832) 895-1093 AT LEAST 48 HOURS PRIOR TO COMMENCING THE CONSTRUCTION.
- ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING THE CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.
- AUTHORIZATION NOTICE ISSUED BY THE GALVESTON COUNTY ENGINEERING & RIGHT OF WAY DEPARTMENT, REQUIRED PRIOR TO CONSTRUCTION OF UTILITIES OR LEFT HAND TURN LANES WITHIN GALVESTON COUNTY RIGHT-OF-WAY. CONTACT GALVESTON COUNTY PERMIT OFFICE AT (409) 770-5552.
- CONTRACTOR SHALL COMPLY WITH THE LATEST EDITION OF OSHA REGULATIONS AND THE STATE OF TEXAS LAWS CONCERNING EXCAVATION.
- IF THE CONSTRUCTION DOES NOT BEGIN WITHIN A YEAR AFTER THE PLANS HAVE BEEN SIGNED, NEW SIGNATURES MUST BE OBTAINED AND LETTERS OF AVAILABILITY MUST BE UPDATED.
- CONTRACTOR SHALL PREPARE A SET OF "AS-BUILT" DRAWINGS SHOWING ANY FIELD CHANGES MADE TO THE APPROVED ENGINEER PLANS AND SUBMIT TO THE DESIGN CONSULTANT FOR SUBMISSION TO THE KISO.
- MAINTAIN A MINIMUM OF 12-INCHES (12") CLEARANCE BETWEEN ALL UTILITIES, UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL UTILITIES WITHIN EASEMENTS SHALL BE LOCATED IN ACCORDANCE WITH STANDARDS OUTLINED BY THE MOST CURRENT UTILITY COORDINATING COMMITTEE DRAWINGS.
- CONTRACTOR TO OBTAIN ALL CONSTRUCTION PERMITS REQUIRED BY THE REGULATIONS OF GALVESTON COUNTY, TEXAS AT HIS EXPENSE PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS, IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK.
- SEWER MATERIALS, CONSTRUCTION, AND TESTING TO BE IN ACCORDANCE WITH THE CITY OF LA MARQUE SPECIFICATIONS STANDARDS, LATEST PRINTING OF AMENDMENTS THERETO.
- FLOW LINE ELEVATIONS AT MANHOLES ARE BASED ON DISTANCE BETWEEN MANHOLES AND NOT CENTERLINE RIGHT-OF-WAY STATIONING.
- CONTRACTOR TO REMOVE PLUGS AND CONNECT TO EXISTING UTILITY LINES AS INDICATED ON PLANS.
- UNLESS OTHERWISE NOTED ON PLANS, WHERE SANITARY AND/OR STORM SEWER MANHOLES ARE LOCATED WITHIN THE STREET R.O.W. OR EASEMENTS, CONTRACTOR SHALL SET RIM ELEVATIONS 3 TO 6 INCHES ABOVE FINISHED GROUND ELEVATION. FINISHED GROUND ELEVATION TO BE A STRAIGHT LINE FROM NATURAL GROUND AT PROPERTY LINE TO TOP OF CURB. UTILITY CONTRACTOR TO MAKE FINAL RIM ELEVATION ADJUSTMENTS SUBSEQUENT TO FINAL LOT GRADING.
- ALL UNSATISFACTORY AND/OR WASTE MATERIALS INCLUDING VEGETATION, ROOTS, CONCRETE, AND DEBRIS SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR. NO DIRECT PAYMENT WILL BE MADE, BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE VARIOUS BID ITEMS.
- CONTRACTOR IS RESPONSIBLE FOR CLEANING MUD AND/OR DIRT TRACKED ONTO EXISTING STREETS BY HIS WORKMEN'S, SUPPLIERS, OR SUBCONTRACTOR'S VEHICLES. STREETS MUST BE CLEANED WITHIN 2 HOURS OF WHEN THE TRACKING OCCURS. NO SEPARATE PAY.
- RETESTING OF ALL UTILITIES AND ACCEPTANCE BY CITY OF LA MARQUE SUBSEQUENT TO THE PAVEMENT CONSTRUCTION WILL BE THE UTILITY CONTRACTOR'S RESPONSIBILITY. NO SEPARATE PAY.
- CONTRACTOR IS HEREBY INFORMED THAT ALL TRENCHING AND SHORING WILL BE DONE IN STRICT ACCORDANCE WITH THE LATEST OSHA STANDARDS.
- TRAFFIC CONTROL CONSTRUCTION WARNING SIGNALS AND FLAGMEN, WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR AT NO SEPARATE PAY. OPERATION ON ROADS SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY TRAFFIC CONTROL DEVICES AS PER THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- BORE PITS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL CITY OF HOUSTON RULES AND REGULATIONS REGARDING SIZE, LOCATION, DEPTH, BACKFILL AND SHEETING REQUIREMENTS.
- ANY SOIL BORINGS THE CONTRACTOR REQUIRES ARE TO BE DONE BY THE CONTRACTOR AT HIS EXPENSE.
- ALL DISTRIBUTED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE RESTORED TO ITS EXISTING CONDITION BY HYDOMULCH SEEDING AS PER THE CITY OF LA MARQUE STANDARDS AND SPECIFICATIONS.
- HYDOMULCH ALL OTHER AREAS AFFECTED BY DEMOLITION AND CONSTRUCTION ACTIVITIES.
- OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT MARKED THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT CONTRACTOR SHOULD LOCATE THEM PRIOR TO CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX FEET (6') OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS AND OWNERS ARE LEGALLY RESPONSIBLE FOR SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY.
- ANY DEBRIS, ROOTS, ETC. LEFT OVER FROM THE SITE CLEARING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE & DISPOSE.

WATERLINE NOTES:

- FITTINGS TO BE DUCTILE IRON (ALL BELL) AND WRAPPED WITH POLYETHYLENE IN ACCORDANCE WITH GALVESTON COUNTY MEETING REQUIREMENTS OF AWWA C104 AND BITUMASTIC COATING. INCLUDING PRICE OF FITTINGS IN UNIT PRICE BID PER LINEAR FOOT OF WATERLINES IN APPROPRIATE SIZES.
- CONTRACTOR TO ALLOW A MINIMUM 12-INCH (12") VERTICAL CLEARANCE BETWEEN PROPOSED WATERLINES AND OTHER EXISTING OR PROPOSED UTILITIES UNLESS OTHERWISE NOTED.
- VALVES TO BE LOCATED AT END OF CURB RETURNS NEAR INTERSECTIONS UNLESS OTHERWISE SHOWN ON PLANS. CONSTRUCT WATERLINES WITH ONE JOINT OF PIPE BEYOND VALVES AND PLUG FOR FUTURE LINES UNLESS DISTANCES SHOWN ON PLANS INDICATE OTHERWISE.
- VALVES ARE TO BE RESILIENT SEATED AND EQUIPPED WITH OPERATING NUT EXTENSIONS TO WITHIN 2 FEET (2') OF NATURAL GROUND. OPERATE COUNTER-CLOCKWISE TO OPEN.
- ALL WATERLINE VALVE BOXES TO BE ADJUSTABLE TYPE.
- ALL WATERLINES SHALL HAVE A MINIMUM FOUR FEET (4') OF COVER TO THE TOP OF CURB OR AS SHOWN ON PLANS.
- ALL WATERLINES, AFTER INSTALLATION AND HYDROSTATIC TESTING ARE COMPLETE, SHALL BE THOROUGHLY DISINFECTED ACCORDING TO AWWA SPECIFICATIONS C-651 AND THEN FLUSHED BEFORE BEING PLACED INTO SERVICE. WATER SAMPLES SHALL BE COLLECTED FOR BACTERIOLOGIC ANALYSIS AND LINES WILL NOT BE ACCEPTED FOR SERVICE UNTIL WATER SAMPLES MEET THE REQUIREMENTS OF THE TEXAS STATE DEPARTMENT OF HEALTH AND GALVESTON COUNTY. GALVESTON COUNTY TO ADMINISTER TESTING AT CONTRACTOR'S EXPENSE.
- ALL WATERLINES TO BE POLYVINYL CHLORIDE (PVC) AWWA C-900, WITH BELL AND SPIGOT JOINTS. SIX INCH (6") AND LARGER PIPES SHALL BE DR 18 – PRESSURE CLASS 235, FOUR INCH (4") PIPES SHALL BE DR 14 – CLASS 200. ALL PVC WATERLINES SHALL BEAR THE NATIONAL SANITATION FOUNDATION SEAL OF APPROVAL. CONTRACTOR SHALL USE ONLY NEW PIPE DURING CONSTRUCTION.
- ALL WATERLINES SHALL BE ENCASED IN BANK SAND AS PER BEDDING AND BACKFILL DETAIL. COST OF BANK SAND TO BE INCLUDED IN UNIT PRICE OF WATERLINE.
- WATERLINE TRENCHES UNDER PAVEMENT OR WITHIN TWO FEET OF PROPOSED CURBS SHALL BE ENCASED WITH BANK SAND TO SIX INCHES (6") OVER PIPE AND BACKFILLED WITH CEMENT STABILIZED SAND (1-1/2 SACK/CUBIC YARD) UP TO BOTTOM OF SUBGRADE. COST OF BACKFILL SHALL NOT BE PAID DIRECTLY BUT SHALL BE INCLUDED IN UNIT PRICE OF WATERLINE.
- MAINTAIN MINIMUM 9-FOOT HORIZONTAL CLEARANCE BETWEEN OUTSIDE OF SANITARY SEWER MANHOLE AND WATERLINE.
- CENTER OF FIRE HYDRANT TO BE LOCATED THREE FEET (3') FROM BACK OF CURB WITH CENTER LINE OF STEAMER NOZZLE EIGHTEEN INCHES (18") ABOVE FINISHED GRADE, UNLESS OTHERWISE SHOWN.
- ALL FIRE HYDRANTS TO BE STANDARD FIRE HYDRANT (MUELLER A-423).
- FIRE HYDRANTS TO BE PAINTED RED WITH WHITE BONNETS.
- WATERLINE SHALL BE CONSTRUCTED SUCH THAT ALL CROSSES AND TEES WILL NOT BE LOCATED UNDER PROPOSED OR FUTURE PAVING.
- CONTRACTOR TO TURN FIRE HYDRANTS AND MAKE ALL FINAL ADJUSTMENTS AFTER COMPLETION OF PAVING.
- TAPPING SLEEVE AND VALVE SHALL BE FULL BODY STAINLESS STEEL.
- ALL TEES, ELBOWS, BENDS, AND END PLUGS SHALL INCLUDE RESTRAINT OF FITTINGS. RESTRAINT MAY BE BY MEANS OF THRUST BLOCKS OR RESTRAINED JOINT PIPE (OF APPROVED MANUFACTURER). IF RESTRAINED JOINT PIPE IS USED, ALL PIPES LESS THAN 12-INCHES (12") DIAMETER SHALL INCLUDE A MINIMUM OF TWO (2) JOINTS OF RESTRAINED JOINT PIPE ON EACH SIDE OF THE FITTING. ALL PIPES EQUAL TO OR GREATER THAN 12-INCHES (12") IN DIAMETER SHALL INCLUDE A MINIMUM OF THREE (3) JOINTS OF RESTRAINED JOINT PIPE ON EACH SIDE OF THE FITTING.

AT&T TEXAS/SWB T FACILITIES NOTES:

- THE LOCATIONS OF AT&T TEXAS/SWB T FACILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES.
 - THE CONTRACTOR SHALL CALL 1-800-344-8377 (TEXAS 811) A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND LINES FIELD LOCATED.
 - WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF AT&T TEXAS/SWB T FACILITIES, ALL EXCAVATIONS MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES. WHEN BORING, THE CONTRACTOR SHALL EXPOSE THE AT&T TEXAS/SWB T FACILITIES.
 - WHEN AT&T TEXAS/SWB T FACILITIES ARE EXPOSED, THE CONTRACTOR WILL PROVIDE SUPPORT TO PREVENT DAMAGE TO THE CONDUIT DUCTS OR CABLES. WHEN EXCAVATING NEAR TELEPHONE POLES, THE CONTRACTOR SHALL BRACE THE POLE FOR SUPPORT.
 - THE PRESENCE OR ABSENCE OF AT&T TEXAS/SWB T UNDERGROUND CONDUIT FACILITIES OR BURIED CABLE FACILITIES SHOWN ON THESE PLANS DOES NOT MEAN THAT THERE ARE NO DIRECT BURIED CABLES OR OTHER CABLES IN CONDUIT IN THE AREA.
 - PLEASE CONTACT THE AT&T TEXAS DAMAGE PREVENTION MANAGER ROOSEVELT LEE JR. AT (713) 567-4552 OR EMAIL HIM AT RL7259@ATT.COM, IF THERE ARE QUESTIONS ABOUT BORING OR EXCAVATING NEAR AT&T TEXAS/SWB T FACILITIES
- DIRECT BURIED CABLE PROCEDURE
- DIRECT BURIED CABLE RECORDS ARE NOT AVAILABLE. TO DETERMINE THE LOCATION OF DIRECT BURIED CABLE PLANT DURING THE DESIGN PHASE OF YOUR PROJECT, FOLLOW THE PROCEDURE OUTLINED BELOW:
- CALL 1-800-344-8377 (TEXAS 811) AND ADVISE YOU NEED THE EXISTING AT&T TEXAS TEXAS/SWB T FACILITIES LOCATED FOR THE DESIGN PHASE OF YOUR PROJECT PLEASE ALLOW AT LEAST 72 HOURS FOR THE CABLES TO GET MARKED BEFORE SENDING YOUR FIELD CREW FOR BASE LINE SURVEY FOR LOCATES OF. BE SPECIFIC ON THE PROJECT LOCATIONS.
 - THE LOCATOR WILL FIELD LOCATE THE EXISTING AT&T TEXAS/SWB T FACILITIES WITH ORANGE PAINT AND/OR FLAGS.
 - YOUR FIELD PARTY CAN SURVEY THE BURIED CABLE LOCATION USING THE ORANGE MARKS ON THE GROUND. IF THE CABLE ARE NOT MARKED, PLEASE CONTACT THE AT&T TEXAS DAMAGE PREVENTION MANAGER ROOSEVELT LEE JR. AT (713) 567-4552 OR E-MAIL HIM AT RL7259@ATT.COM.
 - PLOT THE EXACT LOCATION OF THE AT&T TEXAS/SWB T DIRECT BURIED CABLE FACILITIES ON THE PLAN AND PROFILE SHEETS.

CENTERPOINT ENERGY UTILITY NOTES:

CAUTION: UNDERGROUND GAS FACILITIES

THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT 1-800-545-6005 OR 811 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED.

- WHEN CENTERPOINT ENERGY PIPE LINE MARKINGS ARE NOT VISIBLE, CALL (713) 207-5467 OR (713-945-8037 (7:00 A.M. TO 4:30 P.M.) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.
- WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.
- WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.
- FOR EMERGENCIES REGARDING GAS LINES CALL (713) 659-3552 OR (713) 207-4200.

THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

WARNING: OVERHEAD ELECTRICAL LINES

OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LOCATION OF OVERHEAD LINES HAS NOT BEEN SHOWN ON THESE DRAWINGS AS THE LINES ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE FORBIDS ACTIVITIES THAT OCCUR IN CLOSE PROXIMITY TO HIGH VOLTAGE LINES, SPECIFICALLY:

- ANY ACTIVITY WHERE PERSON OR THINGS MAY COME WITHIN SIX(6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES; AND
- OPERATING A CRANE, DERRICK, POWER SHOVEL, DRILLING RIG, PILE DRIVER, HOISTING EQUIPMENT, OR SIMILAR APPARATUS WITHIN 10 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES.

PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL CENTERPOINT ENERGY AT (713) 207-2222.

ACTIVITIES ON/OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY

NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT FEE OR EASEMENT PROPERTY IS GIVEN. IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT OUR SURVEYING & RIGHT OF WAY DIVISION AT (713) 207-6348 OR (713) 207-5769.

SANITARY SEWER NOTES:

- SANITARY SEWER MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE LATEST GALVESTON COUNTY STANDARDS CITY OF LA MARQUE CONSTRUCTION WITH ALL AMENDMENTS THERETO, AND THESE PLANS AND SPECIFICATIONS.
- SANITARY SEWERS LOCATED UNDER OR WITHIN TWO FEET (2') OF PROPOSED OR FUTURE PAVING SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND (1-1/2 SACK/CUBIC YARD) UP TO BOTTOM OF SUBGRADE.
- ALL NEW SANITARY SEWER LINES SHALL BE PLUGGED UNTIL ACCEPTED BY THE DISTRICT ENGINEER.
- ALL SANITARY SEWERS SHALL BE AIR TESTED AND VIDEOTAPE TELEVISION INSPECTED AS PER CONTRACT SPECIFICATIONS AND GALVESTON COUNTY REQUIREMENTS. CONTRACTOR TO MAKE ANY REPAIRS AS REQUIRED.
- DEFLECTION TEST: DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE AND SEMI-RIGID PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5%. IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID BALL OR MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.
- FLOWLINE ELEVATION ARE BASED ON LENGTHS BETWEEN MANHOLE CENTERS.
- MANHOLE COVERS SHALL BE CAST WITH THE LOGO "SANITARY" AND BE RATED FOR H-20 DESIGN LOADING.
- ALL EXPOSED CONCRETE SURFACES INSIDE OF MANHOLES, EXCEPT INVERT, TO BE BITUMASTIC COATED AS PER PLAN AND STANDARD SPECIFICATIONS.
- ALL SANITARY SEWER PIPES SHALL HAVE BEDDING AND BACKFILL PER PLAN AND STANDARD SPECIFICATION. THE PRICE OF ALL BEDDING AND BACKFILL REQUIRED FOR SANITARY SEWER LINES SHALL BE INCLUDED IN THE PRICE BID PER LINEAR FOOT OF PIPE.
- ALL SANITARY SEWER PIPES AND SERVICE CONNECTIONS SHALL BE SDR 26 PVC HEAVY WALL PER ASTM D-2241 AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH GALVESTON COUNTY STANDARD DRAWINGS. EXCEPTION: WHERE WATERLINE AND SANITARY SEWER CROSS, SANITARY PIPE SHALL BE SDR 26 PVC FROM MANHOLE TO MANHOLE, WITH ONE JOINT CENTERED AT WATER LINE CROSSING.
- ALL SANITARY CLEANOUT "Y" BRANCHES TO BE CONSTRUCTED THREE FEET (3') MINIMUM BELOW TOP OF CURB.
- WATERLINE/MANHOLE SEPARATION-UNLESS SANITARY SEWER MANHOLES AND THE CONNECTING SEWER CAN BE MADE COMPLETELY WATERTIGHT AND TESTED FOR NO LEAKAGE, THEY MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET (9') OF HORIZONTAL CLEARANCE FROM AN EXISTING OR PROPOSED WATERLINE.
- WHERE A NEW SANITARY SEWER FORCE MAIN PARALLELS THE WATER MAIN, THE SANITARY SEWER SHALL BE CONSTRUCTED OF LINED DUCTILE IRON, OR PVC PIPE MEETING AWWA SPECIFICATIONS, HAVING A MINIMUM WORKING PRESSURE RATING OF 150 PSI OR GREATER, AND EQUIPPED WITH PRESSURE TYPE JOINTS. THE WATER MAIN AND SANITARY SEWER SHALL BE SEPARATED BY A MINIMUM VERTICAL DISTANCE OF TWO FEET (2') AND A MINIMUM HORIZONTAL DISTANCE OF FOUR FEET (4'), MEASURED BETWEEN THE NEAREST OUTSIDE DIAMETERS OF THE PIPES, AND THE WATER MAIN SHALL BE LOCATED ABOVE THE SEWER.
- WHERE A NEW GRAVITY SANITARY SEWER PARALLELS A NEW WATER MAIN THE SANITARY SEWER SHALL BE CONSTRUCTED OF LINED DUCTILE IRON, OR PVC PIPE MEETING AWWA SPECIFICATIONS, OR HAVING NATIONAL SANITARY FOUNDATION APPROVAL FOR USE AS POTABLE WATER PIPE, WITH A PRESSURE RATING FOR BOTH THE PIPE AND THE JOINTS OF GREATER THAN OR EQUAL TO 150 PSI. THE NEW SEWER LINE MAY BE PLACED NO CLOSER THAN TWO FEET (2') VERTICALLY AND FOUR FEET (4') HORIZONTALLY FROM THE WATER LINE, WITH THE SEPARATION DISTANCES MEASURED BETWEEN THE NEAREST OUTSIDE PIPE DIAMETERS. THE SANITARY SEWER SHALL BE INSTALLED AT A LOWER ELEVATION THAN THE WATER LINE.
- WHERE A NEW SANITARY SEWER CROSSES A WATER LINE AND THAT PORTION OF THE SEWER IS WITHIN NINE FEET (9') OF THE WATER MAIN IS CONSTRUCTED AS DESCRIBED IN NOTE 11 ABOVE, THE SEWER LINE MAY BE PLACED NO CLOSER THAN ONE FOOT (1') FROM THE WATER LINE. THE SEPARATION DISTANCE MUST BE MEASURED BETWEEN THE NEAREST OUTSIDE PIPE DIAMETERS. THE SEWER LINE SHALL BE LOCATED AT A LOWER ELEVATION THAN THE WATER LINE WHEREVER POSSIBLE AND ONE LENGTH OF THE SEWER PIPE MUST BE CENTERED ON THE WATER LINE.
- SANITARY SEWER MANHOLE COVER SHALL HAVE NO LIFT OR VENT HOLES.
- WHERE NINE FOOT (9') SEPARATION DISTANCE CANNOT BE ACHIEVED BETWEEN CROSSING SANITARY AND WATER LINES, THE CEMENT STABILIZED SAND SHALL HAVE A MINIMUM OF TEN PERCENT (10%) CEMENT PER CUBIC YARD OF CEMENT STABILIZED SAND MIXTURE, BASED ON LOOSE DRY WEIGHT VOLUME (AT LEAST 2.5 BAGS OF CEMENT PER CUBIC YARD OF MIXTURE). THE CEMENT STABILIZED SAND BEDDING SHALL BE A MINIMUM OF SIX INCHES (6") ABOVE AND SIX INCHES (6") BELOW THE SEWER PIPE. THE USE OF BROWN COLORING IN CEMENT STABILIZED SAND FOR WASTEWATER LINE BEDDING IS RECOMMENDED FOR THE IDENTIFICATION OF WASTEWATER FORCE MAINS DURING FUTURE CONSTRUCTION.

PROTECTION REQUIREMENTS AT WATER LINE – SANITARY SEWER CROSSINGS

	PROPOSED WATER LINE				PROPOSED SANITARY SEWER			
	EXISTING SS	PROP SS	EXISTING SS	PROP SS	EXISTING WL	PROP WL	EXISTING WL	PROP WL
Minimum 2 feet vertical clearance	✓1	✓1	✓	✓	Not Allowed	✓	✓1	✓1
Place 1 full section (min 18ft) of WL centered at SS crossing. Provide restrained joints on WL spaced at least 9 ft. horizontally from centerline Of SS	✓	✓	✓	✓		✓		✓
Place 1 full section (min 18ft) Of SS centered at WL crossing. Provide restrained joints on SS spaced at least 9 ft. horizontally from centerline Of WL			✓				✓	✓
Replace 1 full section of existing SS with pressure-rated DIP or pressure rated PVC pipe with adapters and restrained joints centered at WL crossing	✓2,3		✓3					
Provide DIP for small diameter WL (less than 24 inches). PVC pipe is only allowed if encased per TAC 8.290.44, and use restrained joints for both DIP and PVC pipe			✓	✓		✓		
Embed SS with OSS for the total length Of 1 pipe segment plus 1 foot Beyond the joints on each end	✓2,3	✓4	✓3	✓4		✓4	✓4	✓4
Place 1 full section (min 18 ft) of WL crossing. Provide restrained joints on SS spaced at least 9 ft horizontally from centerline of WL or encase in a joint of 150 psi pressure pipe (min 18 ft) two nominal sizes larger with spacers at 5 ft interval.				✓		✓		

- Minimum clearance is 2 feet for non-pressure rated SS and 6 inches for pressure rated SS (with at least 150 psi pressure rating)
- Required if existing SS is disturbed and/or there is evidence of leakage
- Not required for augered WL unless there is evidence Of leakage; completely fill augered hole with Ben/Tonite/day mixture
- Not required for augered SS; completely fill augered hole with Ben/Tonite/day mixture

ABBREVIATIONS

ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	NA	NOT APPLICABLE
AWWA	AMERICAN WATER WORKS ASSOCIATION	No.	NUMBER
ASPH	ASPHALT	NIC	NOT IN CONTRACT
AVE	AVENUE	NFV	NOT FIELD VERIFIED
BC	BACK OF CURB	OHE	OVERHEAD ELECTRIC
BL , t	BASELINE	PROP	PROPOSED
CL , t	CENTERLINE	PVC	POLYVINYL CHLORIDE
CIR	CIRCLE	PVMT	PAVEMENT
CO	CLEAN OUT	RD	ROAD
CONC	CONCRETE	RT	RIGHT
CP	CONTROL POINT	RCP	REINFORCED CONCRETE PIPE
DE	DRAINAGE EASEMENT	REINF	REINFORCED
DR	DRIVE	ROW	RIGHT OF WAY
E	EAST	S	SOUTH
EAS	EASEMENT	SAN	SANITARY
EL , ELEV	ELEVATION	SET	SAFETY END TREATMENT
EP	EDGE OF PAVEMENT	SWR	SEWER
EX , EXIST	EXISTING	ST	STREET
FF	FINISHED FLOOR ELEVATION	STA	STATION
FG	FINISHED GRADE ELEVATION	STL	STEEL
FH	FIRE HYDRANT	STM	STORM
FL , t	FLOWLINE ELEVATION	TAC	TEXAS ADMINISTRATIVE CODE
FM	FORCE MAIN	TBM	TEMPORARY BENCHMARK
GV	GATE VALVE	TBR	TO BE REMOVED
HDPE	HIGH DENSITY POLYETHYLENE	TC	TOP OF CURB ELEVATION
HP	HIGH PRESSURE	TFL	THROAT FLOWLINE ELEVATION
JB	JUNCTION BOX	TG	TOP OF GRATE ELEVATION
LT	LEFT	TP	TOP OF PAVEMENT ELEVATION
LF	LINEAR FEET	TR	TOP OF RIM ELEVATION
MAX	MAXIMUM	TS&V	TAPPING SLEEVE AND VALVE
MC	MATCH CURB ELEVATION	TYP	TYPICAL
ME	MATCH EXISTING ELEVATION	UE	UTILITY EASEMENT
MH	MANHOLE	W	WEST
MN	MINIMUM	W/	WITH
MOD	MODIFIED	WL	WATERLINE
MP	MATCH PAVEMENT ELEVATION	WM	WATER METER
N	NORTH	WV	WATER VALVE

CIVIL ENGINEER:

ADICO

CONSULTING ENGINEERS

2114 E. DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617) BEING A STEEL ROD IN SLEEVE LOCATED AT THE TXDOT GALVESTON AREA ENGINEER & MAINTENANCE FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY. THE MARK IS IN THE NW CORNER OF THE FACILITY, 50.8 FT SOUTH OF THE CONC BASE OF LIGHT POLE, 69.2 FT SE OF THE CORNER OF A CHAIN LINK FENCE, 54.8 NE OF THE NW CORNER OF A ONE-STORY METAL BUILDING, AND 38 FT NW OF THE NE OF THE SAME ONE-STORY METAL BUILDING. (NANO 88)

FLOODPLAIN:
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF TEXAS CITY, GALVESTON COUNTY, TX AND INCORPORATED AREAS, COMMUNITY NO. 485486 DATED AUGUST 15, 2019, INDICATES THAT THIS TRACT IS WITHIN ZONE "X" SHADDED AS SHOWN ON MAP & PANEL NO.(s) 48167C02455G, 48167C02456G, 48167C0385G & 48167C0401G.

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction, bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

GENERAL NOTES

ALLC PROJECT NO. 22034-01 SHEET NO.

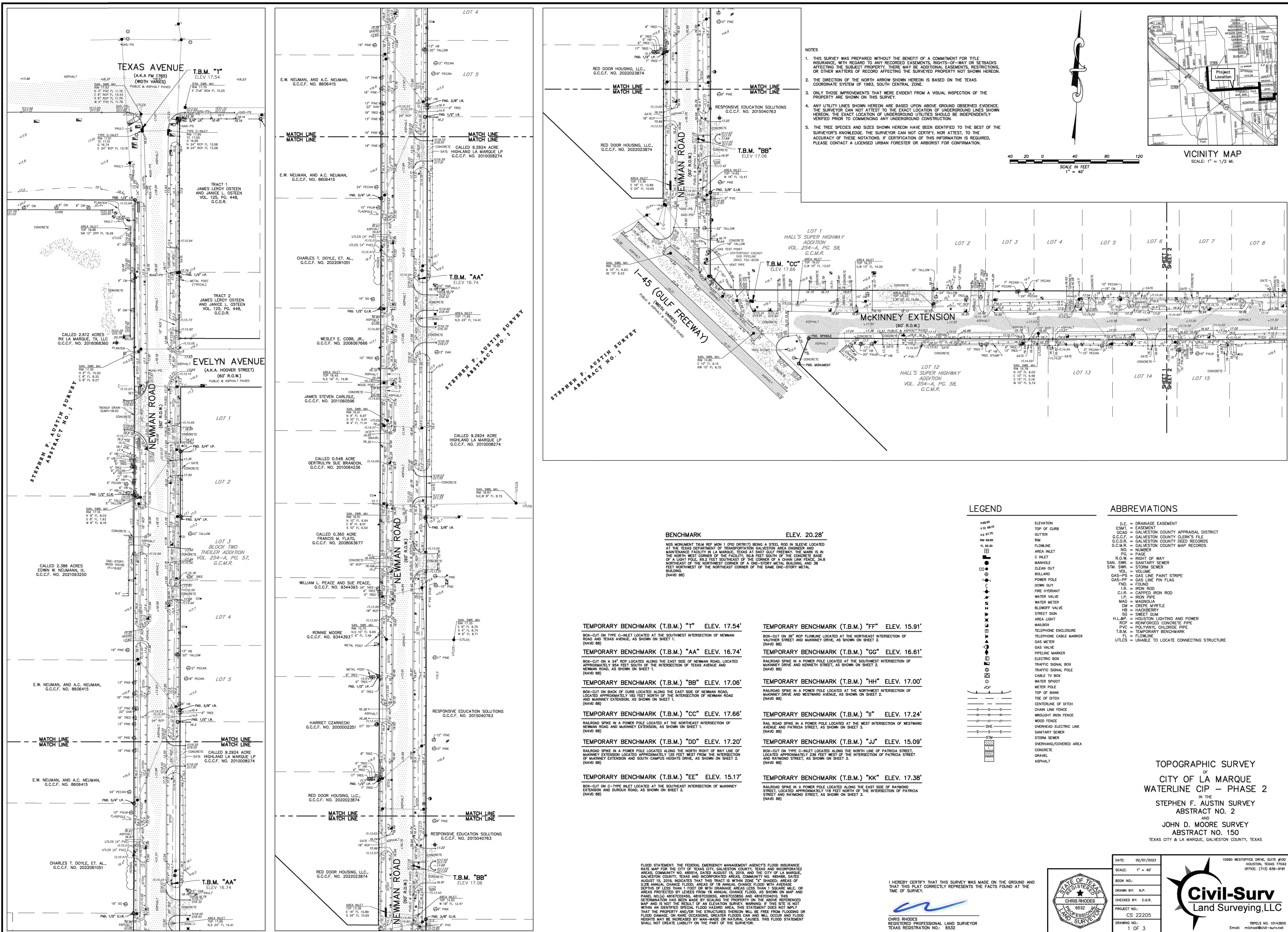
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CHECKED BY: BB

DRAWING SCALE:
HORIZ: N/A
VERT: N/A

DATE PLOTTED:
Jan 08,2025 - 1:43pm

2 OF 34



BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617)
BEING A STEEL ROD IN SLEEVE LOCATED AT THE
TXDOT GALVESTON AREA ENGINEER & MAINTENANCE
FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY.
THE MARK IS IN THE NW CORNER OF THE FACILITY.
60.6 FT SOUTH OF THE CONC BASE OF LIGHT POLE,
69.2 FT NW CORNER OF A CHAIN LINK
FENCE, 34.8 NE OF THE NW CORNER OF A
ONE-STORY METAL BUILDING, AND 38 FT NW OF THE
NE OF THE SAME ONE-STORY METAL BUILDING.
(NAVD 88)

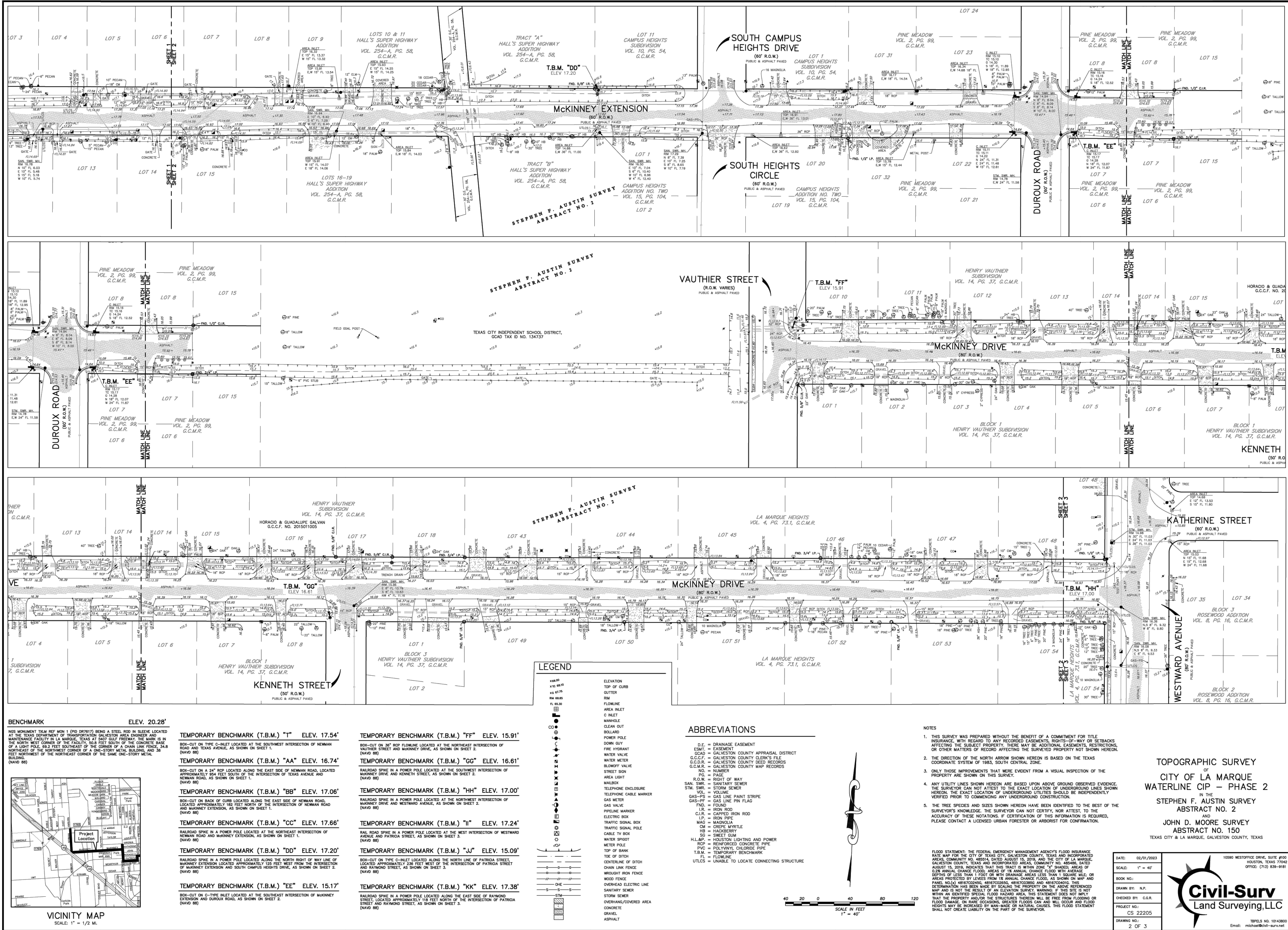
FLOODPLAIN:
ACCORDING TO THE FEDERAL EMERGENCY
MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP
FOR THE CITY OF TEXAS CITY, GALVESTON COUNTY,
TX AND INCORPORATED AREAS, COMMUNITY NO.
485514 DATED AUGUST 15, 2019 AND THE CITY OF
LA MARQUE, GALVESTON COUNTY, TX AND
INCORPORATED AREAS, COMMUNITY NO. 485486
DATED AUGUST 15, 2019, INDICATES THAT THIS
TRACT IS WITHIN ZONE "X" SHADED AS SHOWN ON
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48167C0385S & 48167C0401G.

12-INCH WATER DISTRIBUTION LINE
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Date: 09-11-2023		
NO.	DATE	REVISION
PROJECT OWNER: CITY OF LA MARQUE		
PROJECT LOCATION: NEWMAN RD TO STONEWALL STREET LA MARQUE, TX 77568		
TOPOGRAPHIC SURVEY 1 OF 3		
ALLC PROJECT NO. 22034-01		SHEET NO.
DRAWN BY:	MG	3 OF 34
CHECKED BY:	BB	
DRAWING SCALE:		
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VERT: N/A		
DATE PLOTTED: Jan 08, 2025 - 1:43pm		

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CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 E. DORADO BLVD., STE. 400, FRIENSDWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TLM REF MON 1 (PID DR7617) BEING A STEEL ROD IN SLEEVE LOCATED AT THE NORTH WEST CORNER OF THE FACILITY, 50.8 FEET SOUTH OF THE CONCRETE BASE OF A LIGHT POLE, 69.2 FEET SOUTHWEST OF THE CORNER OF A CHAIN LINK FENCE, 54.8 FEET NORTH OF THE NW CORNER OF A ONE-STORY METAL BUILDING, AND 38 FT NW OF THE NE OF THE SAME ONE-STORY METAL BUILDING. (NAVD 83)

FLOODPLAIN:
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF TEXAS CITY, GALVESTON COUNTY, TX AND INCORPORATED AREAS, COMMUNITY NO. 485514 DATED AUGUST 15, 2019 AND THE CITY OF LA MARQUE, GALVESTON COUNTY, TX AND INCORPORATED AREAS, COMMUNITY NO. 485486 DATED AUGUST 15, 2019, INDICATES THAT THIS TRACT IS WITHIN ZONE X4 SHOWN AS SHOWN ON MAP & PANEL NO. (S) 48167C0245G, 48167C0265G, 48167C0385G & 48167C0401G.

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77668

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
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Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO. DATE REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77668

TOPOGRAPHIC SURVEY
2 OF 3

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CHECKED BY: BB

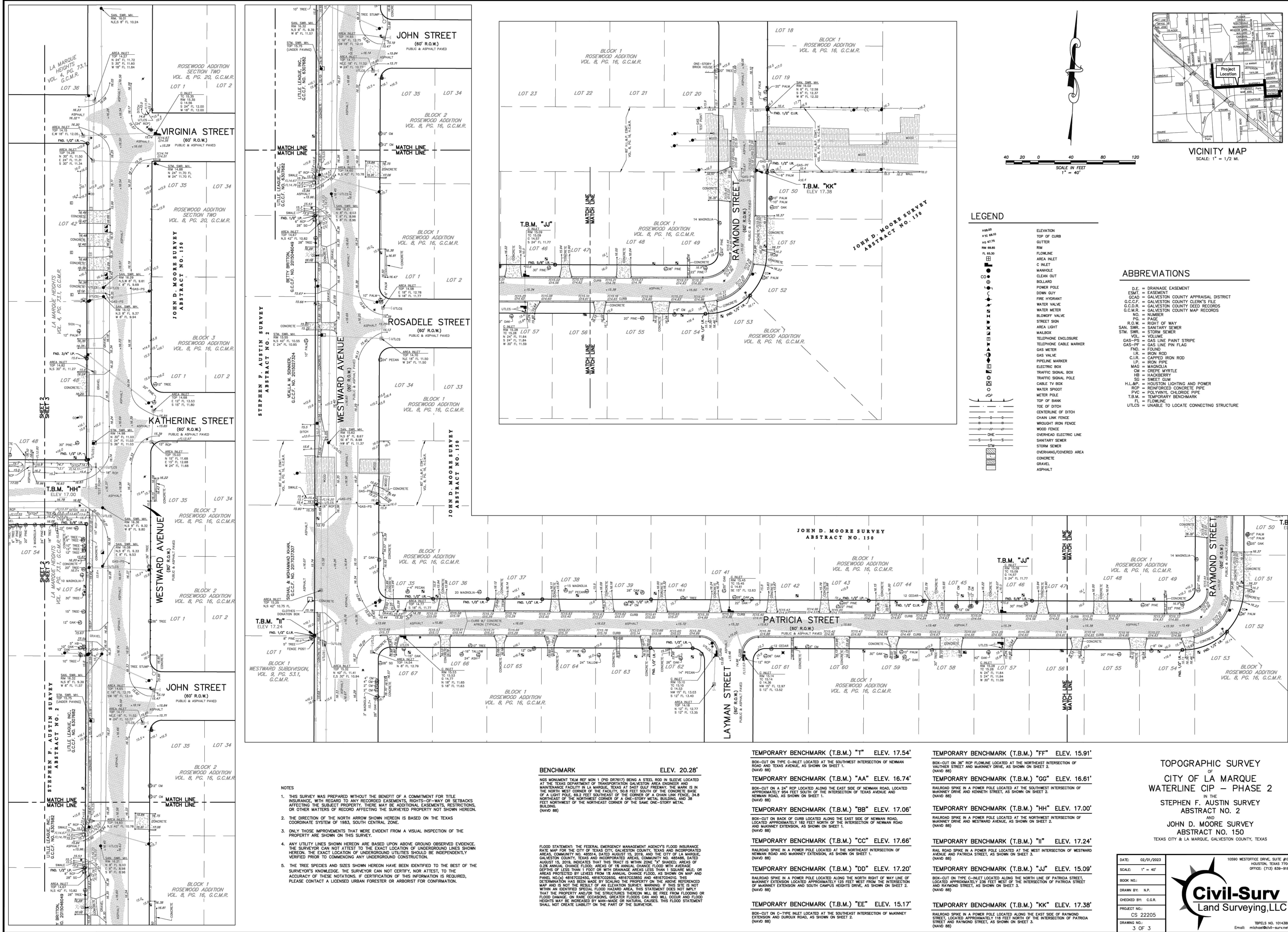
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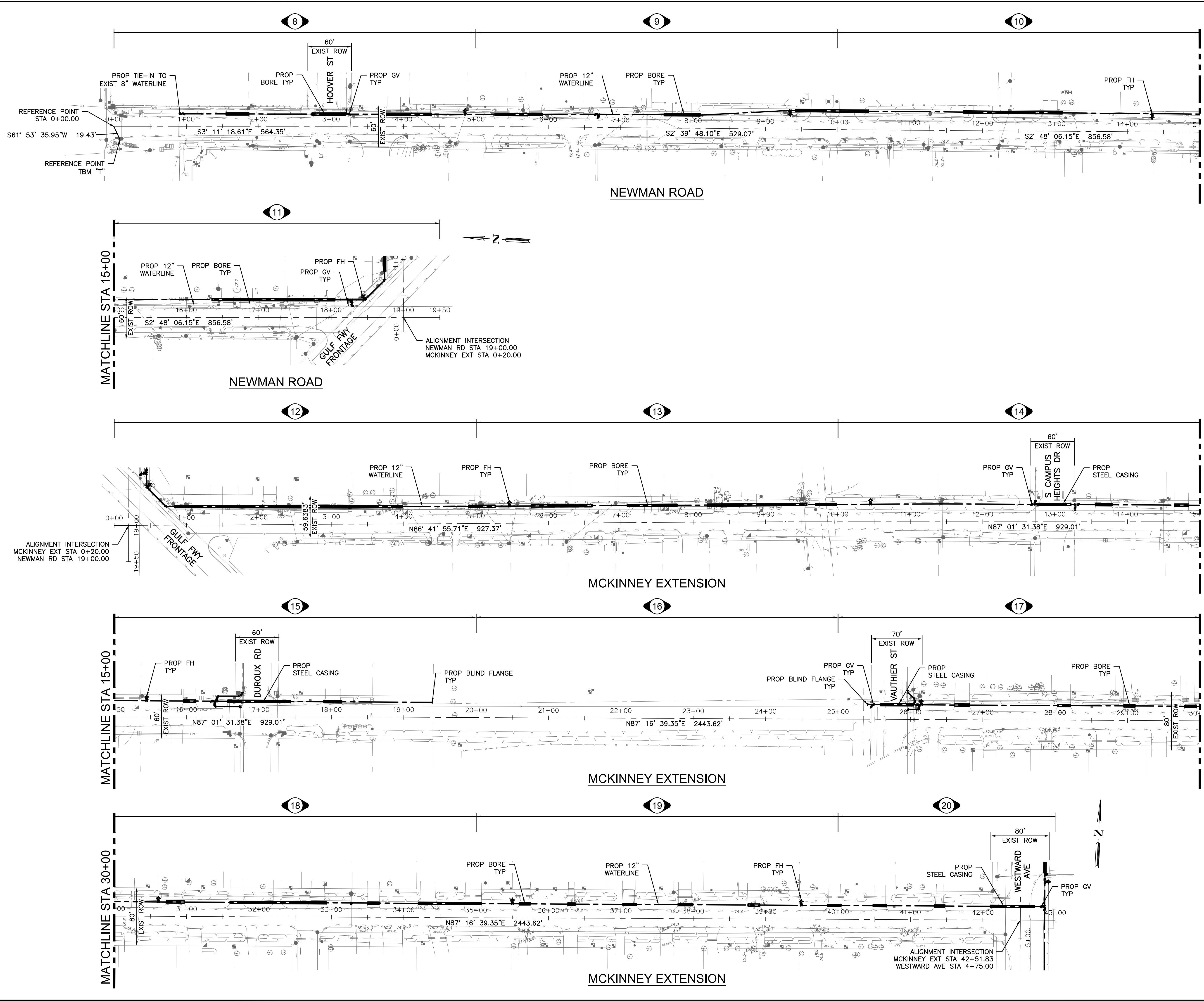
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DATE PLOTTED:

Jan 08.2025 - 1:44pm



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CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS

2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID D77617)
BEING A STEEL ROD IN SLEEVE LOCATED AT THE
TXDOT GALVESTON AREA ENGINEER & MAINTENANCE
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(NAVD 88)

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NOTES

- EXISTING UTILITIES SHOWN ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD BE FIELD VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- PROTECT ALL TREES ADJACENT TO WORK AREA.
- ALL MAILBOXES AND STREET SIGNS AFFECTED BY CONSTRUCTION ACTIVITIES SHALL BE REMOVED AND REPLACED AFTER WORK HAS BEEN COMPLETE.
- CONTRACTOR TO REMOVE AND DISPOSE OF ALL EXISTING FIRE HYDRANTS. EXISTING LINE SHOWN TO BE DEMOLISHED OR ABANDONED.
- FIRE HYDRANTS TO BE LOCATED PER THE CITY OF LA MARQUE WATER SYSTEM DESIGN CRITERIA.
- CONTRACTOR TO RESTORE ALL EXISTING SERVICE CONNECTIONS.

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
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LA MARQUE, TEXAS 77568

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NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

OVERALL LAYOUT
1 OF 2

ALLC PROJECT NO. 22034-01 SHEET NO.

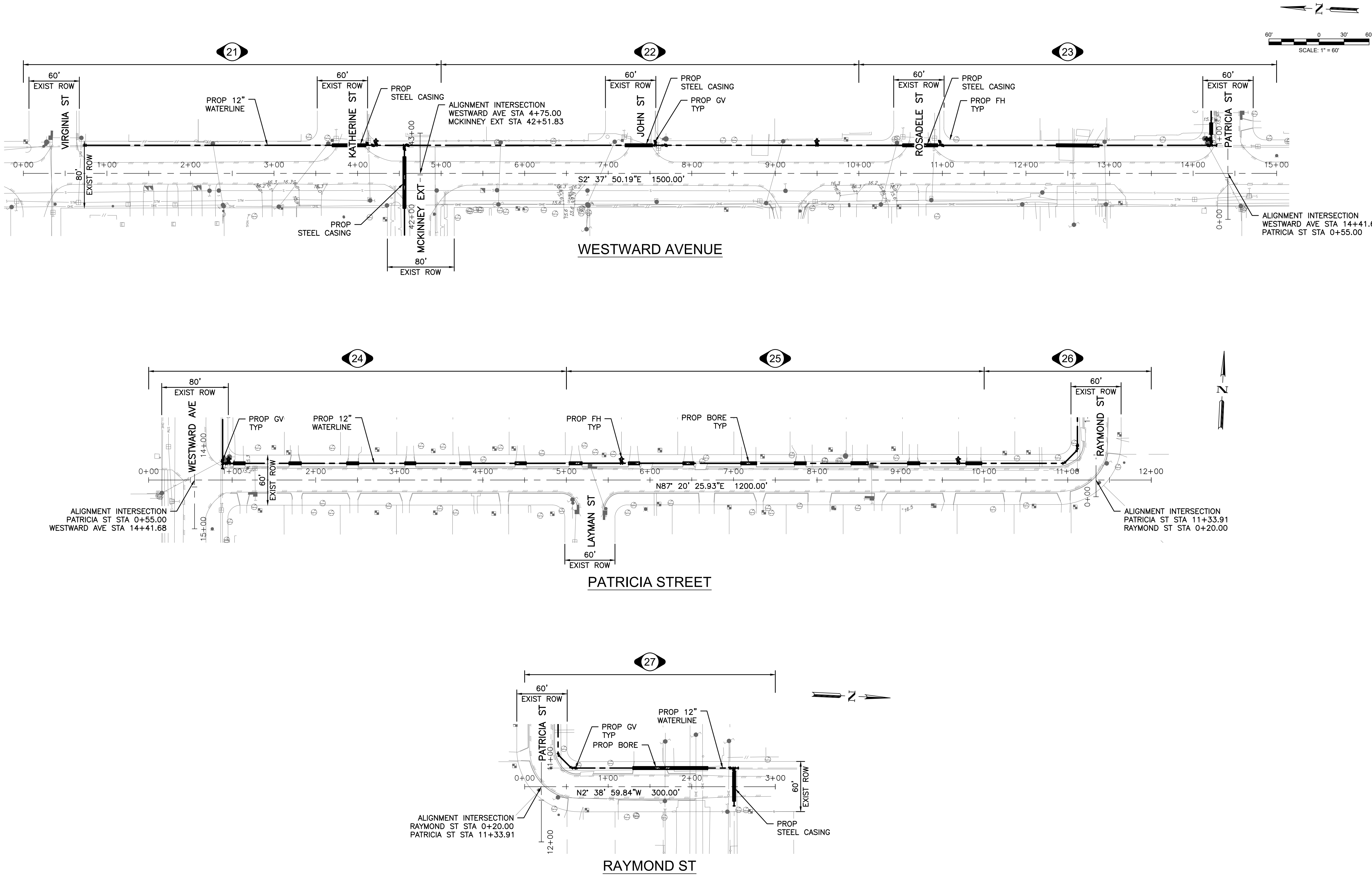
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VERT: N/A

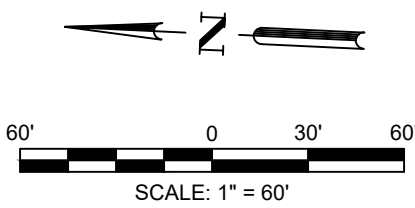
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6 OF 34

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CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS

2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
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12-INCH WATER DISTRIBUTION LINE
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Engineer: BRENT BERTHIER, P.E.

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Date: 09-11-2023

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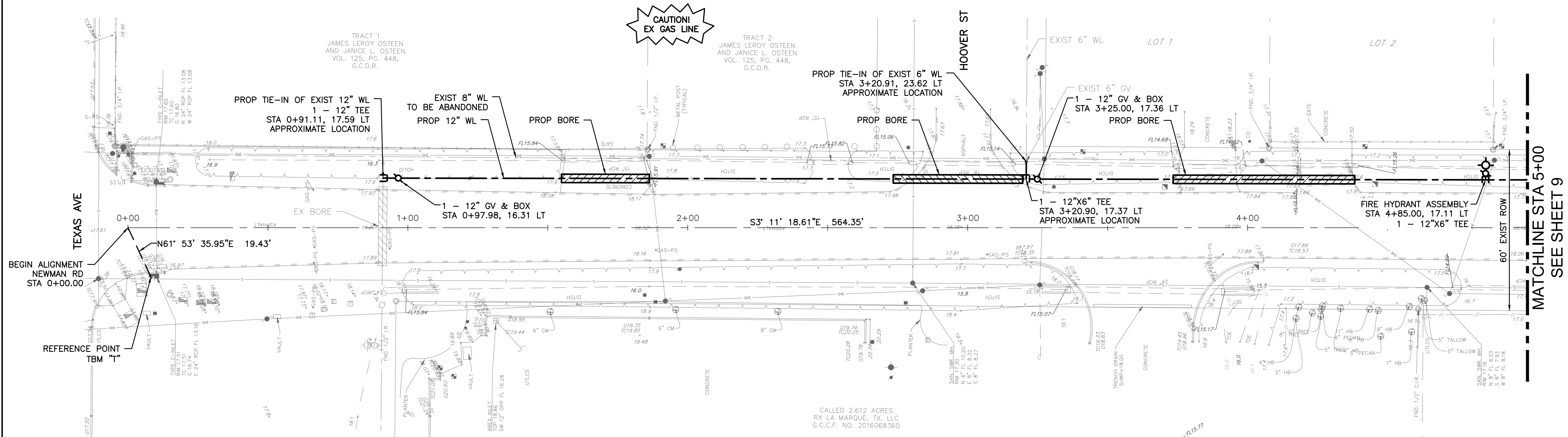
PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

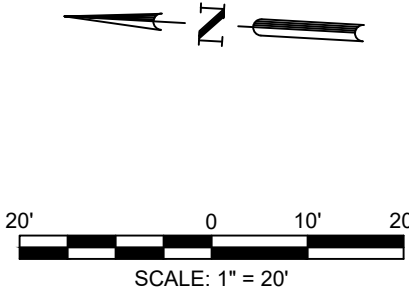
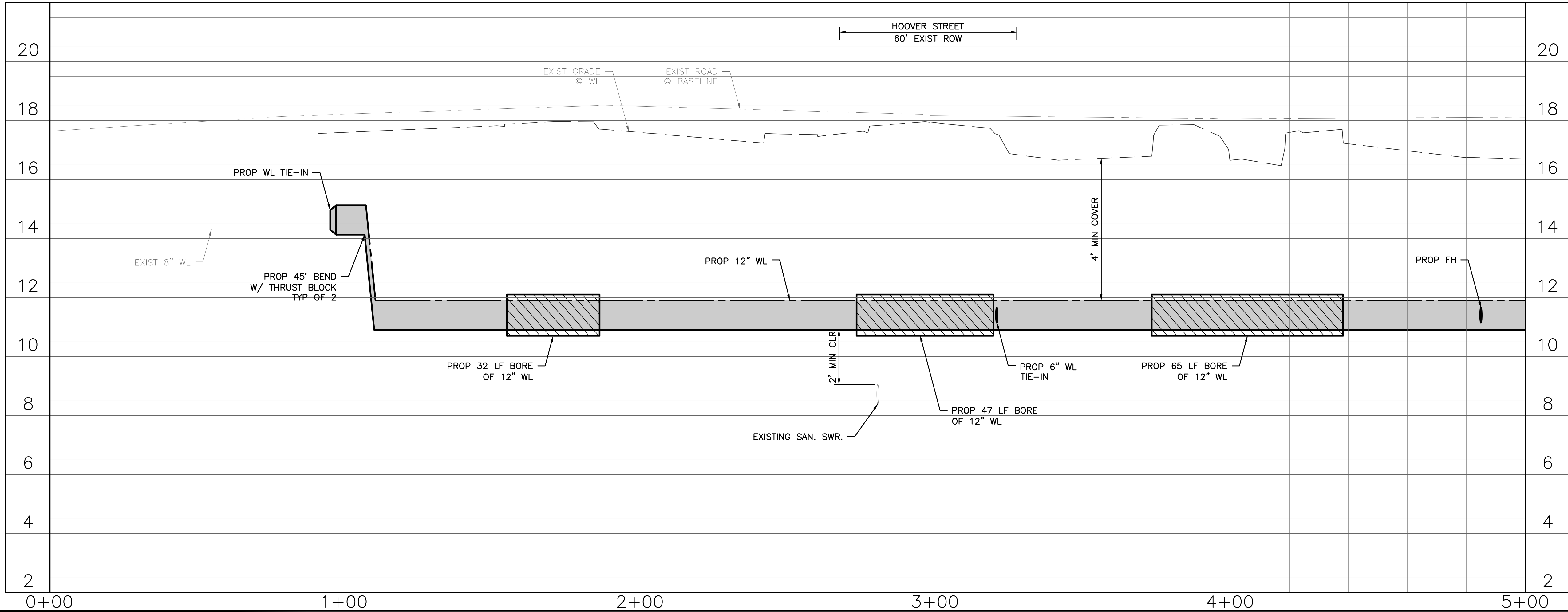
OVERALL LAYOUT
2 OF 2

ALLC PROJECT NO. 22034-01	SHEET NO.
DRAWN BY: MG	7 OF 34
CHECKED BY: BB	
DRAWING SCALE: HORIZ: 1" = 60' VERT: N/A	
DATE PLOTTED: Jan 08,2025 - 1:45pm	

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NEWMAN ROAD
STA 0+00 TO STA 5+00



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- FIRE HYDRANTS TO BE LOCATED PER THE CITY OF LA MARQUE WATER SYSTEM DESIGN CRITERIA.
- CONTRACTOR TO RESTORE ALL EXISTING SERVICE CONNECTIONS.
- ALL DRIVEWAYS AND DRIVEWAY CULVERTS AFFECTED BY CONSTRUCTION ACTIVITIES TO BE REPAIRED TO EQUAL OR BETTER CONDITION.
- CONTRACTOR SHALL IDENTIFY ALL ELECTRICAL UTILITY POLES WHICH NEED TO BE REMOVED TO FACILITATE CONSTRUCTION ACTIVITIES PRIOR TO COMMENCING WORK. THE CITY OF LA MARQUE WILL FACILITATE REMOVAL WITH POWER COMPANY.

CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS

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TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617) BEING A STEEL ROD IN SLEEVE LOCATED AT THE TXDOT GALVESTON AREA ENGINEER & MAINTENANCE FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY. THE MARK IS IN THE NW CORNER OF THE FACILITY, 50.8 FT SOUTH OF THE CONC BASE OF LIGHT POLE, 69.2 FT SE OF THE CORNER OF A CHAIN LINK FENCE, 54.9 NE OF THE NW CORNER OF A ONE-STORY METAL BUILDING, AND 38 FT NW OF THE NE OF THE SAME ONE-STORY METAL BUILDING. (NAVD 88)

FLOODPLAIN:
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF TEXAS CITY, GALVESTON COUNTY, TX AND INCORPORATED AREAS, COMMUNITY NO. 485514 DATED AUGUST 15, 2019 AND THE CITY OF LA MARQUE, GALVESTON COUNTY, TX AND INCORPORATED AREAS, COMMUNITY NO. 485486 DATED AUGUST 15, 2019, INDICATES THAT THIS TRACT IS WITHIN ZONE "X" SHADED AS SHOWN ON MAP & PANEL NO. (S) 48167C0245G, 48167C0265G, 48167C0385G & 48167C0401G.

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction, bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

NEWMAN ROAD
PLAN & PROFILE
STA 0+00 TO 5+00

ALLC PROJECT NO. 22034-01 SHEET NO.

DRAWN BY: MG

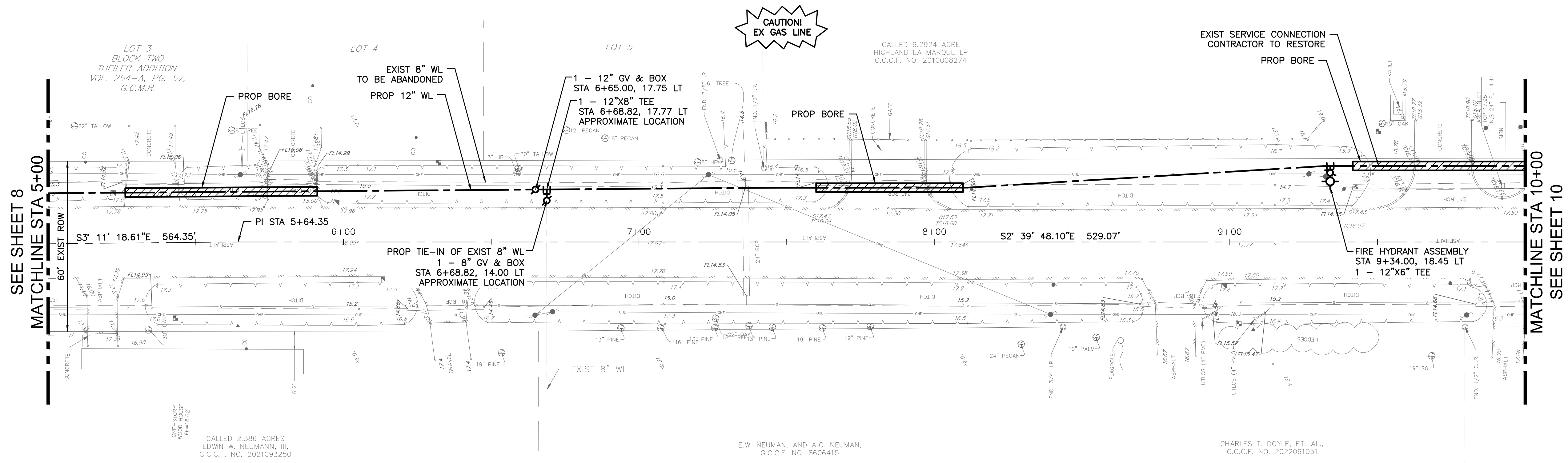
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DRAWING SCALE:
HORIZ: 1" = 20'
VERT: 1" = 2'

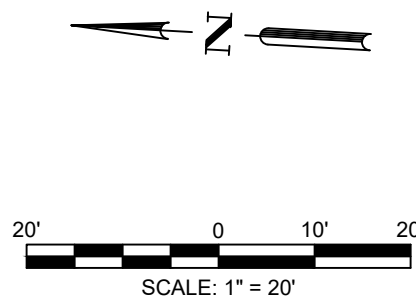
DATE PLOTTED:
Jan 08, 2025 - 1:46pm

8 OF 34

C:\Users\dlowe\adico\dropbox\ADICO\ALLC\PROJECTS\22034-01\colm\fm 1765 to stonewall\impact fee hpa\6 - drawings\newman to stonewall\9 NEWMAN ROAD PLAN & PROFILE STA 5+00 TO 10+00.dwg Jan 08,2025-1:47pm dlowe



NEWMAN ROAD
STA 5+00 TO STA 10+00



NOTES

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CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 E. DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

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FROM NEWMAN ROAD TO STONEWALL STREET
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LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
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PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

NEWMAN ROAD
PLAN & PROFILE
STA 5+00 TO 10+00

ALLC PROJECT NO. 22034-01

SHEET NO.

DRAWN BY: MG

CHECKED BY: BB

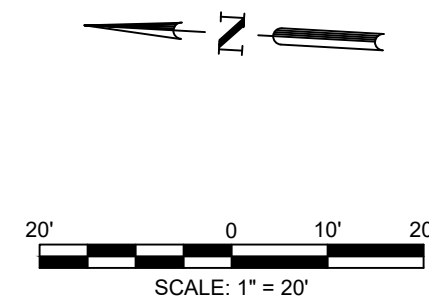
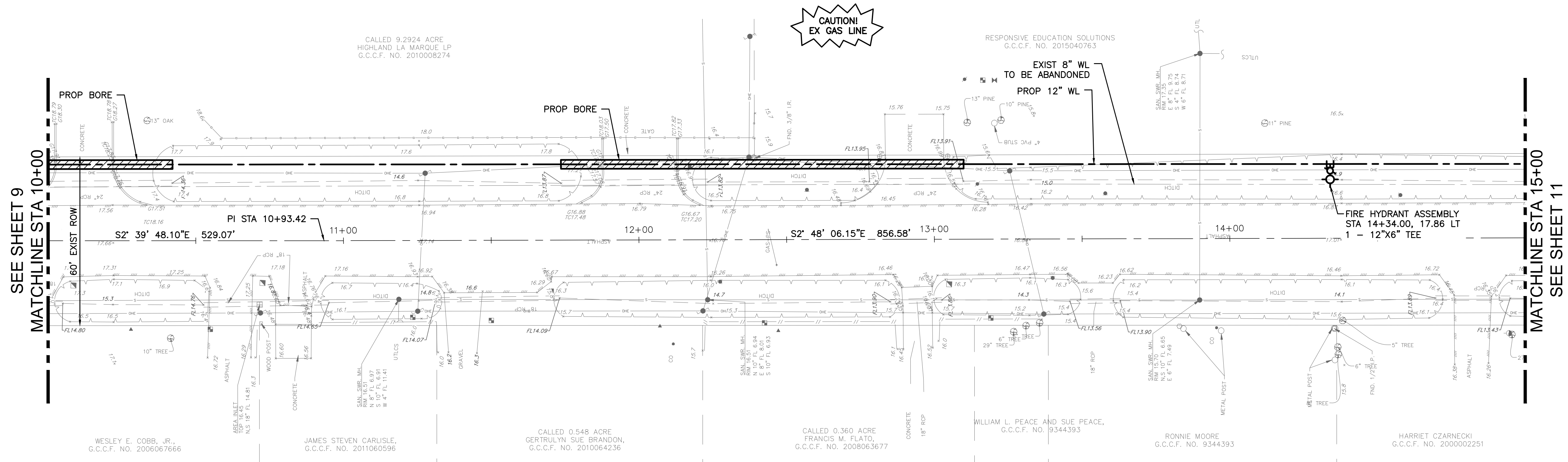
DRAWING SCALE:

HORIZ: 1" = 20'

VERT: 1" = 2'

DATE PLOTTED:
Jan 08,2025 - 1:47pm

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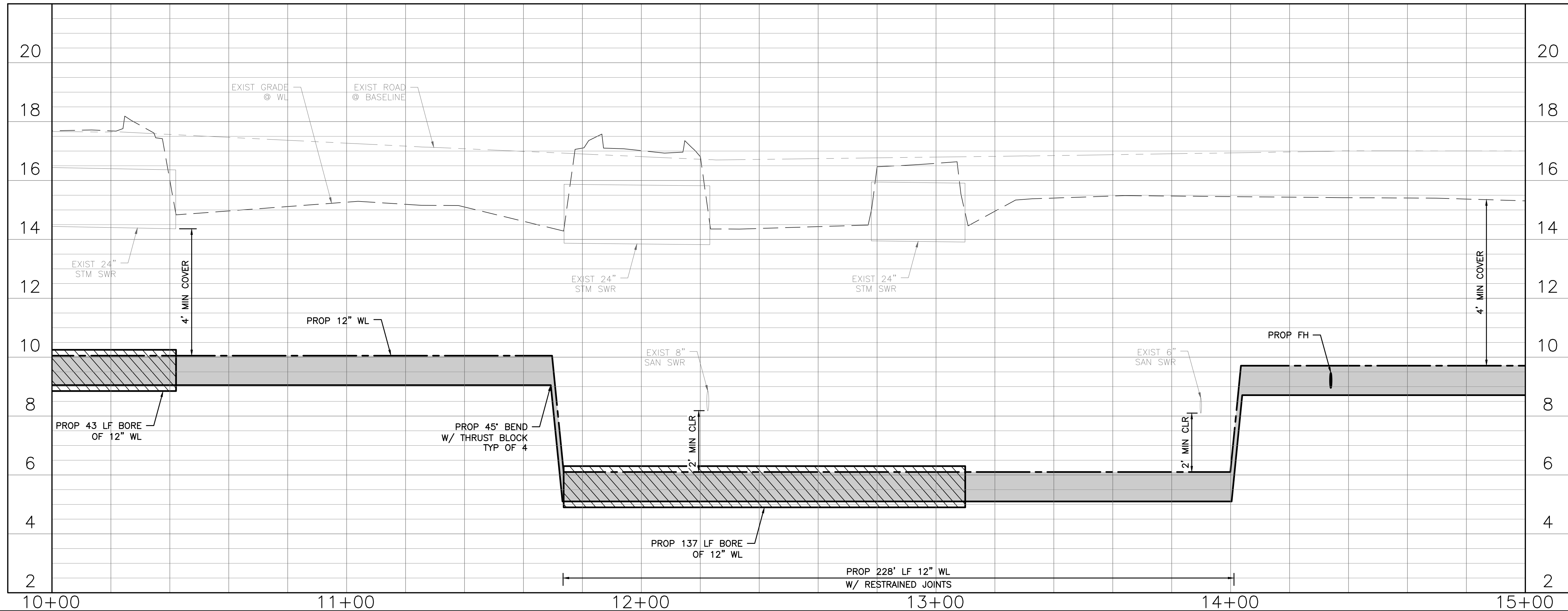
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FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

**NEWMAN ROAD
STA 10+00 TO STA 15+00**



CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

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ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
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Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

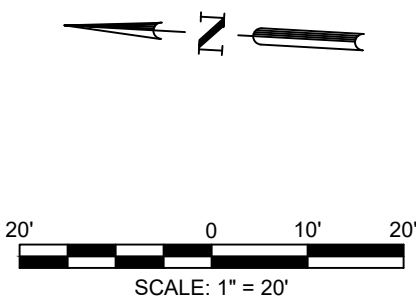
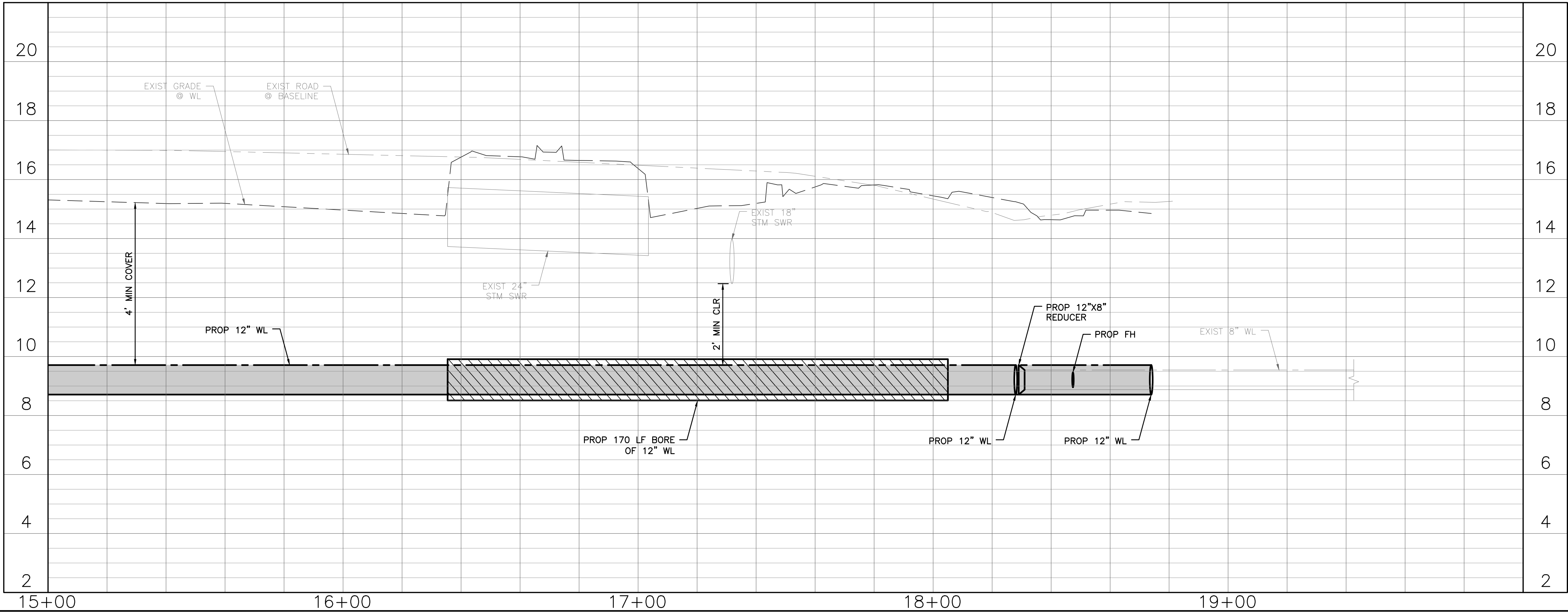
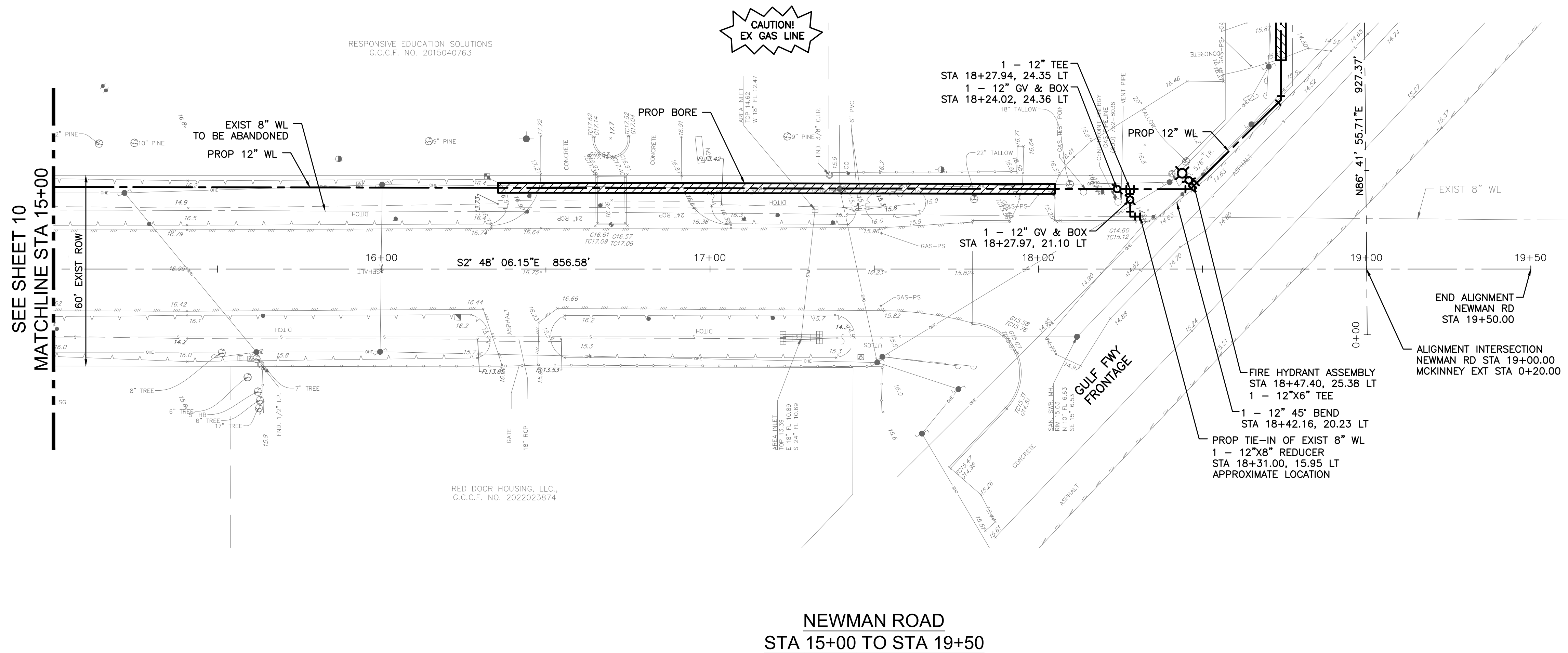
PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

**NEWMAN ROAD
PLAN & PROFILE
STA 10+00 TO 15+00**

ALLC PROJECT NO. 22034-01 SHEET NO.
DRAWN BY: MG
CHECKED BY: BB
DRAWING SCALE:
HORIZ: 1" = 20'
VERT: 1" = 2'
DATE PLOTTED:
Jan 08, 2025 - 1:47pm

C:\Users\dlove\adico\dropbox\ADICO\ALLC\PROJECTS\22034-01\colm\fm 1765 to stonewall\impact fee hp\6 - drawings\newman to stonewall\11 NEWMAN ROAD PLAN & PROFILE STA 15+00 TO 19+50.dwg (un 08/2025 - 1:48pm dlove)



NOTES

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2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
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TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
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Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

NEWMAN ROAD
PLAN & PROFILE
STA 15+00 TO 19+50

ALLC PROJECT NO. 22034-01 SHEET NO.

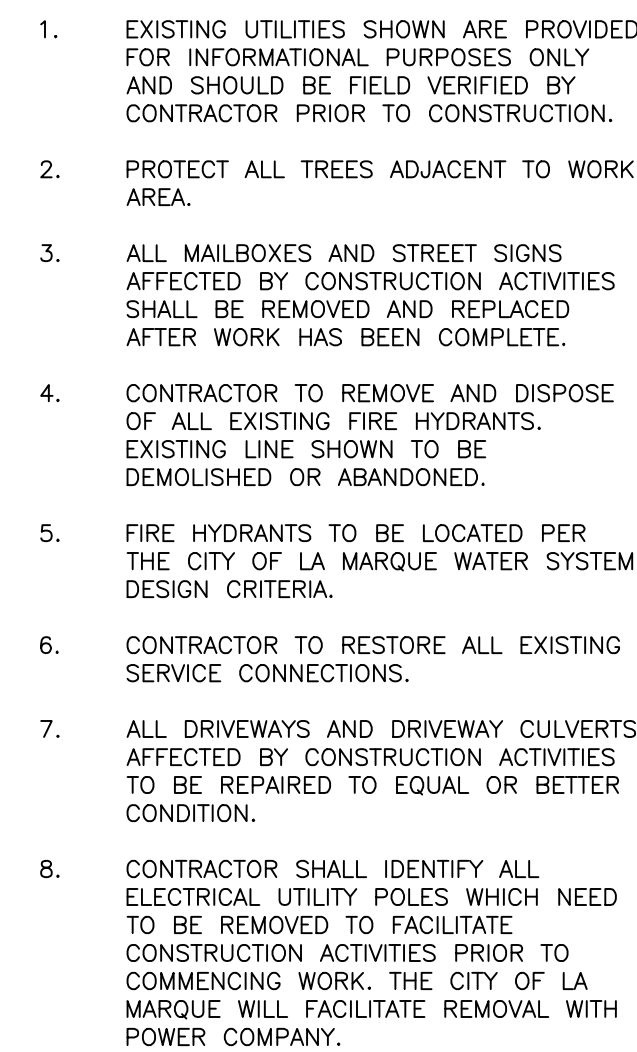
DRAWN BY: MG

CHECKED BY: BB

DRAWING SCALE:
HORIZ: 1" = 20'
VERT: 1" = 2'

DATE PLOTTED:
Jan 08, 2025 - 1:48pm

11 OF 34



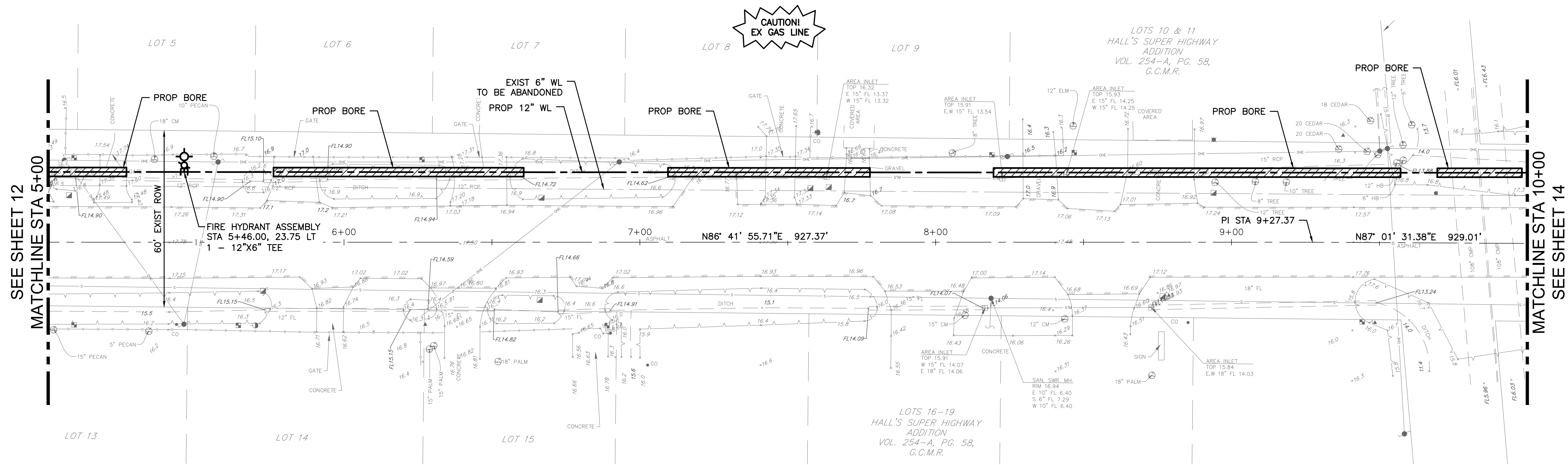
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MAP & PANEL NO.(S) 48167C0245G, 48167C0265G
48167C0385G & 48167C0401G.

LA MARQUE, TEXAS 77568

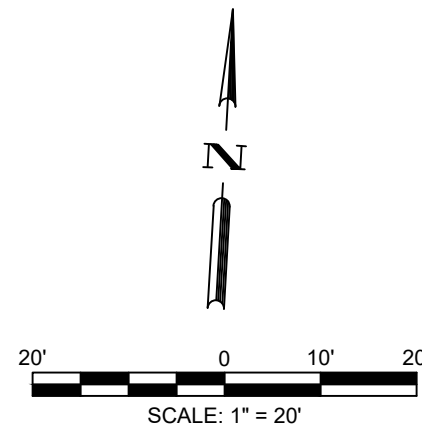
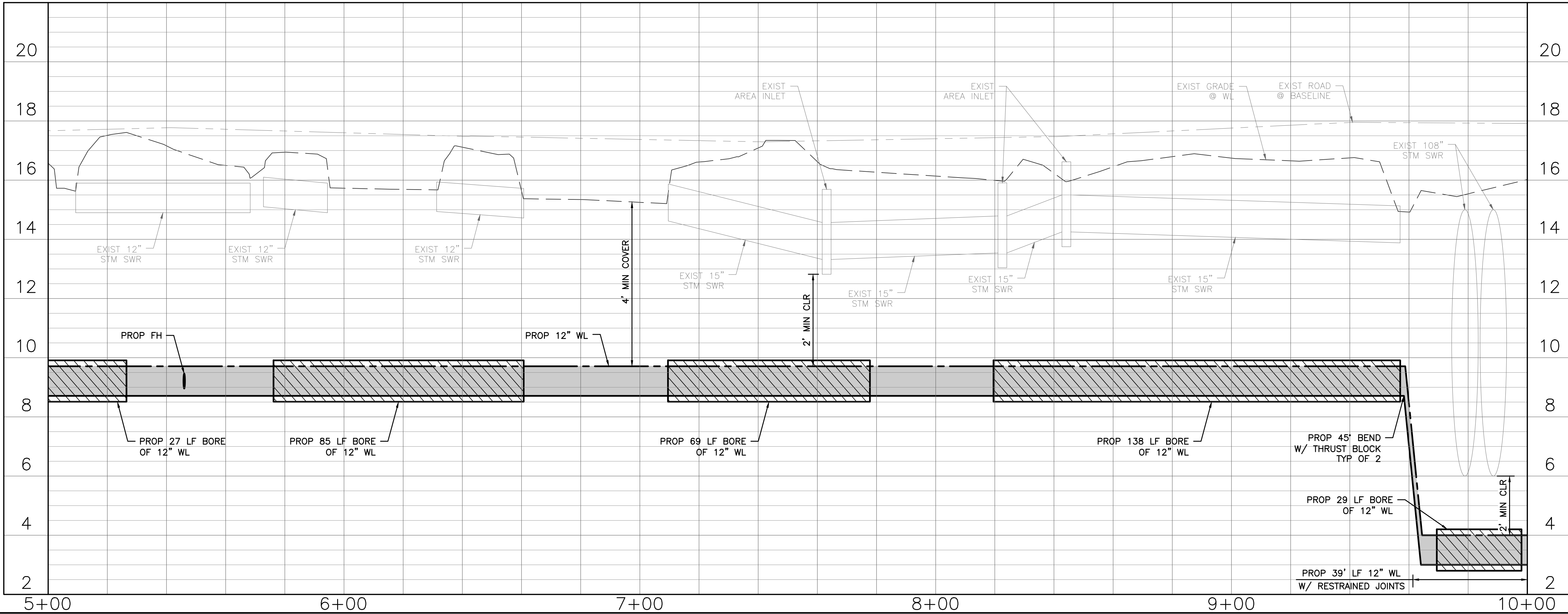
Date: 09-11-2023

12 OF 34

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MCKINNEY EXTENSION
STA 5+00 TO STA 10+00



NOTES

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CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS

2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617)
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(NAD 83)

FLOODPLAIN:
ACCORDING TO THE FEDERAL EMERGENCY
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LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
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Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

MCKINNEY EXTENSION
PLAN & PROFILE
STA 5+00 TO 10+00

ALLC PROJECT NO. 22034-01 SHEET NO.

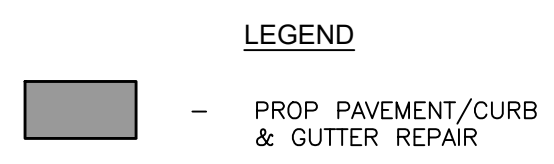
DRAWN BY: MG

CHECKED BY: BB

DRAWING SCALE:
HORIZ: 1" = 20'
VERT: 1" = 2'

DATE PLOTTED:
Jan 08:2025 - 1:49pm

13 OF 34



FLOODPLAIN:

ACCORDING TO THE FEDERAL EMERGENCY
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LA MARQUE, TEXAS 77568

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INTERIM REVIEW

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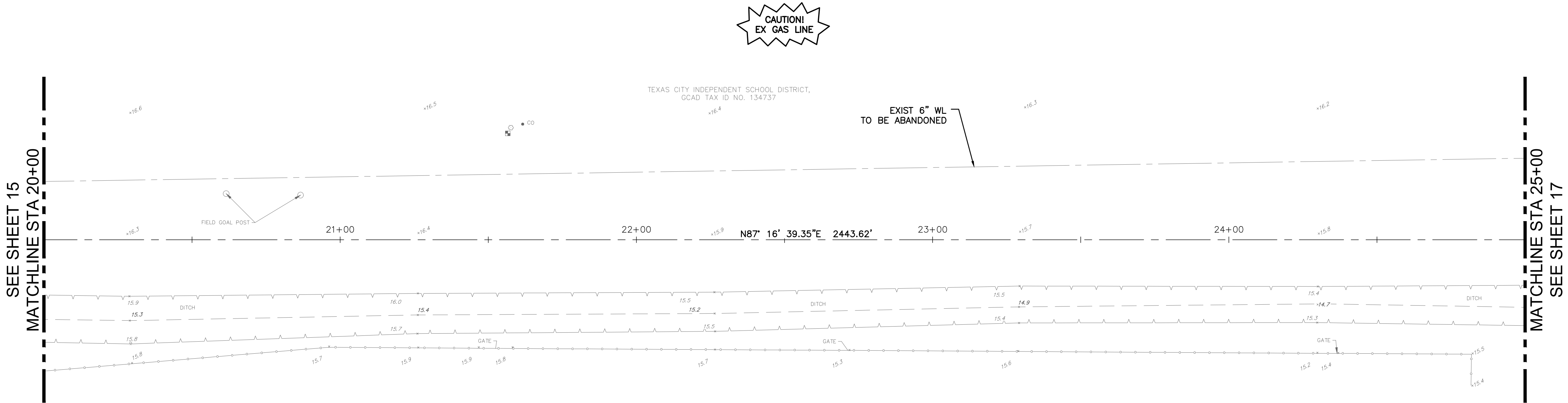
Date: 09-11-2023

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

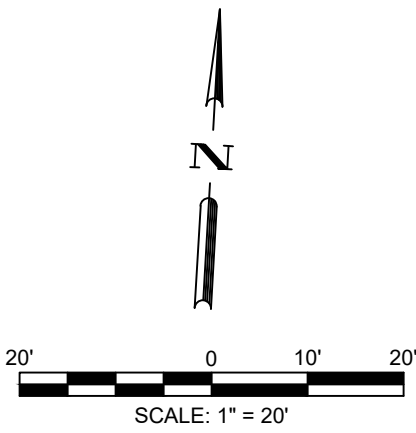
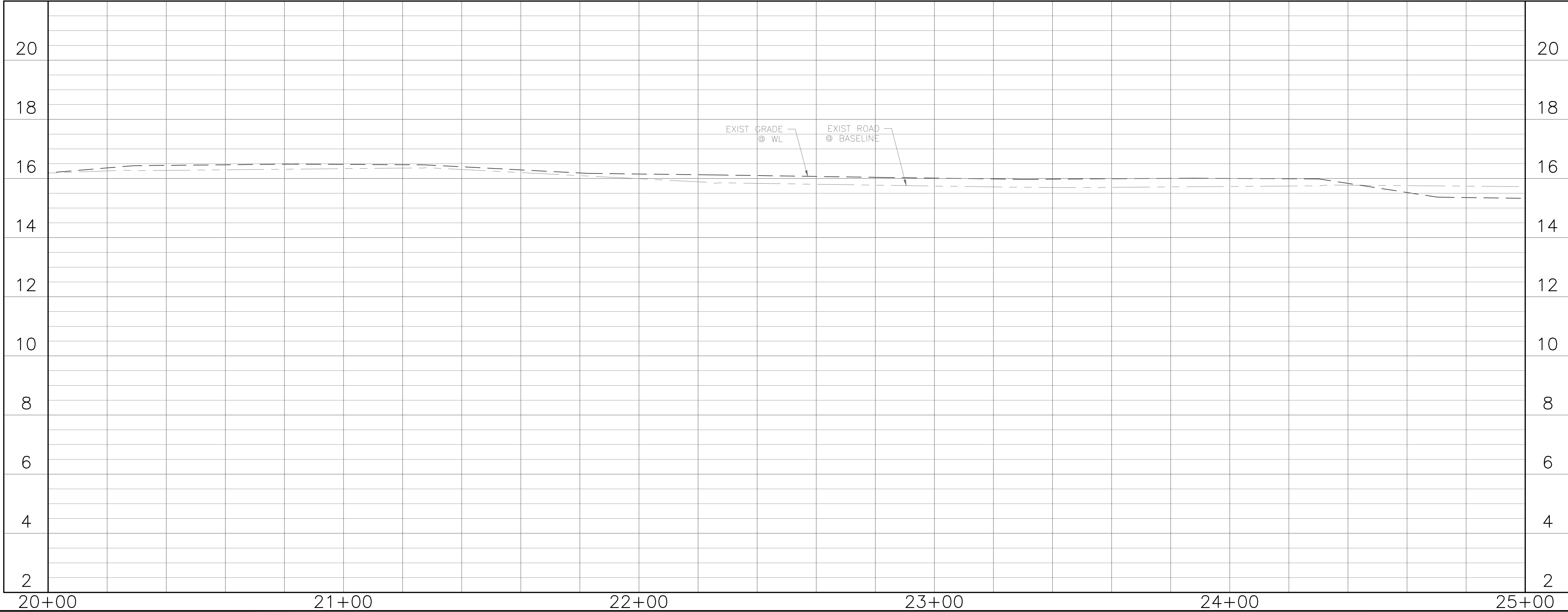
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DRAWN BY: MG	
CHECKED BY: BB	
DRAWING SCALE: HORZ: 1" = 20' VERT: 1" = 2'	
DATE PLOTTED: Jan 08, 2025 - 1:51pm	15 OF 34



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MCKINNEY EXTENSION
STA 20+00 TO STA 25+00



NOTES

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Date: 09-11-2023

NO.	DATE	REVISION

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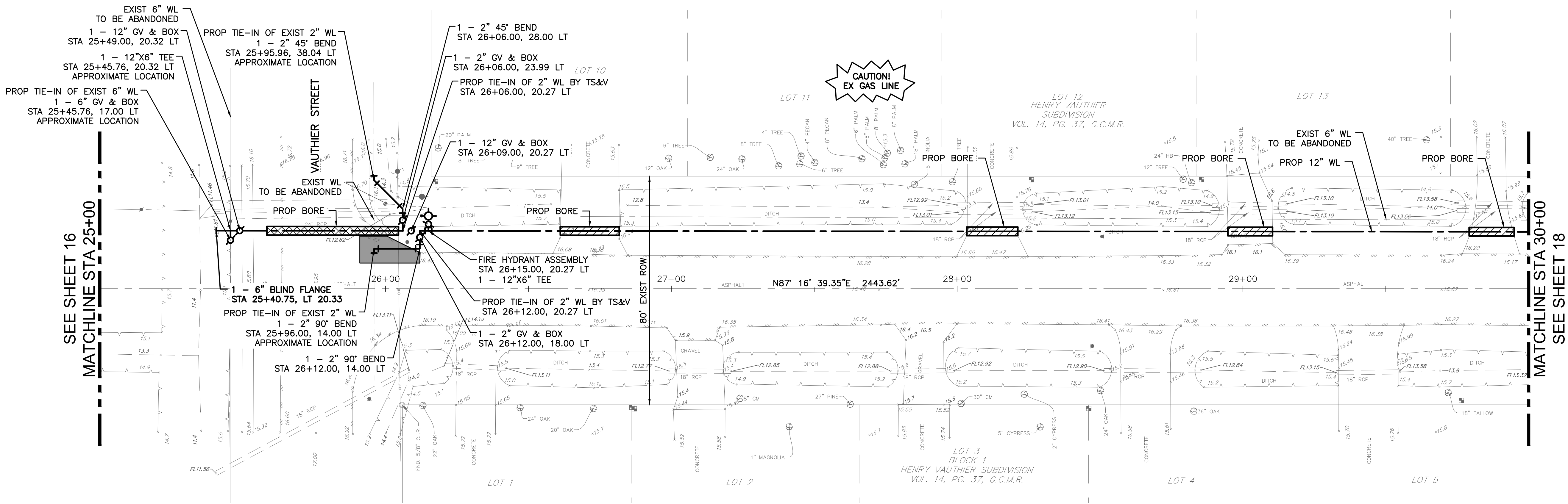
PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

MCKINNEY EXTENSION
PLAN & PROFILE
STA 20+00 TO 25+00

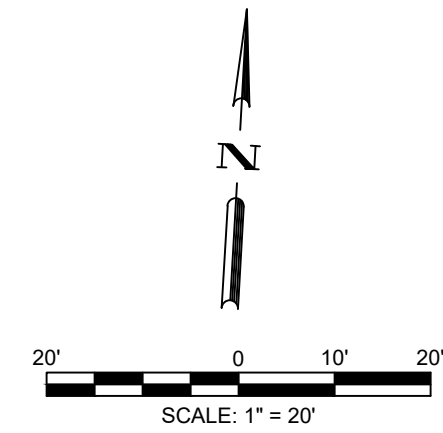
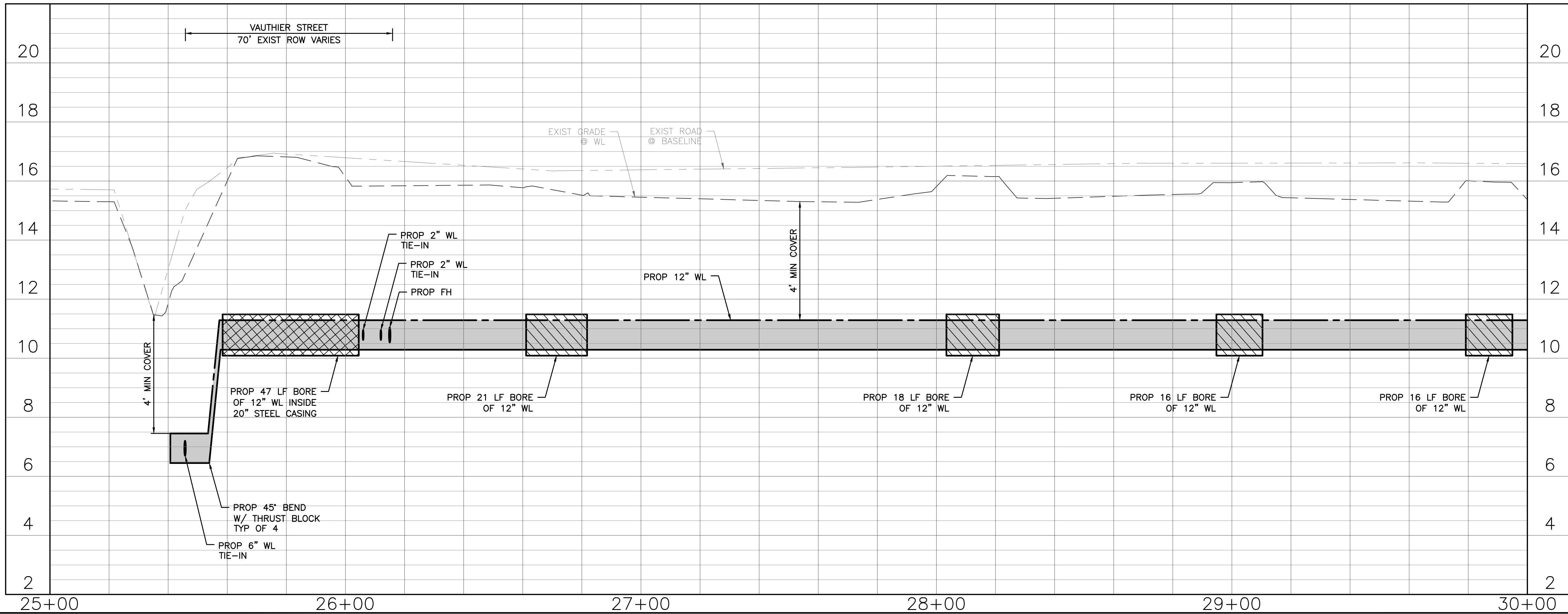
ALLC PROJECT NO. 22034-01 SHEET NO.
DRAWN BY: MG
CHECKED BY: BB
DRAWING SCALE:
HORIZ: 1" = 20'
VERT: 1" = 2'
DATE PLOTTED:
Jan 08,2025 - 1:51pm

16 OF 34

C:\Users\dlove\edico dropbox\ADICO\ALL\PROJECTS\22034-01 colm fm 1765 to stonewall\mckinney\17 MCKINNEY EXTENSION PLAN & PROFILE STA 25+00 TO 30+00.dwg Jan 08,2025 - 1:52pm dlove



MCKINNEY DRIVE
STA 25+00 TO STA 30+00



NOTES

- EXISTING UTILITIES SHOWN ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD BE FIELD VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- PROTECT ALL TREES ADJACENT TO WORK AREA.
- ALL MAILBOXES AND STREET SIGNS AFFECTED BY CONSTRUCTION ACTIVITIES SHALL BE REMOVED AND REPLACED AFTER WORK HAS BEEN COMPLETE.
- CONTRACTOR TO REMOVE AND DISPOSE OF ALL EXISTING FIRE HYDRANTS. EXISTING LINE SHOWN TO BE DEMOLISHED OR ABANDONED.
- FIRE HYDRANTS TO BE LOCATED PER THE CITY OF LA MARQUE WATER SYSTEM DESIGN CRITERIA.
- CONTRACTOR TO RESTORE ALL EXISTING SERVICE CONNECTIONS.
- ALL DRIVEWAYS AND DRIVEWAY CULVERTS AFFECTED BY CONSTRUCTION ACTIVITIES TO BE REPAIRED TO EQUAL OR BETTER CONDITION.
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LEGEND

— PROP PAVEMENT/CURB & GUTTER REPAIR

CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617) BEING A STEEL ROD IN SLEEVE LOCATED AT THE TXDOT GALVESTON AREA ENGINEER & MAINTENANCE FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY. THE MARK IS IN THE NW CORNER OF THE FACILITY, 50.8 FT SOUTH OF THE CONC BASE OF LIGHT POLE, 69.2 FT SE OF THE CORNER OF A CHAIN LINK FENCE, 54.8 NE OF THE NW CORNER OF A ONE-STORY METAL BUILDING, AND 38 FT NW OF THE NE OF THE SAME ONE-STORY METAL BUILDING. (NAVD 88)

FLOODPLAIN:

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF TEXAS, CITY, GALVESTON COUNTY, TX AND INCORPORATED AREAS, COMMUNITY NO. 485514 DATED AUGUST 15, 2019 AND THE CITY OF LA MARQUE, GALVESTON COUNTY, TX AND INCORPORATED AREAS, COMMUNITY NO. 485486 DATED AUGUST 15, 2019, INDICATES THAT THIS TRACT IS WITHIN ZONE X4 SHOWN AS SHOWN ON MAP & PANEL NO. 48167C02455, 48167C02655, 48167C03855 & 48167C0401C.

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction, bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

MCKINNEY EXTENSION
PLAN & PROFILE
STA 25+00 TO 30+00

ALL PROJECT NO. 22034-01 SHEET NO.

DRAWN BY: MG

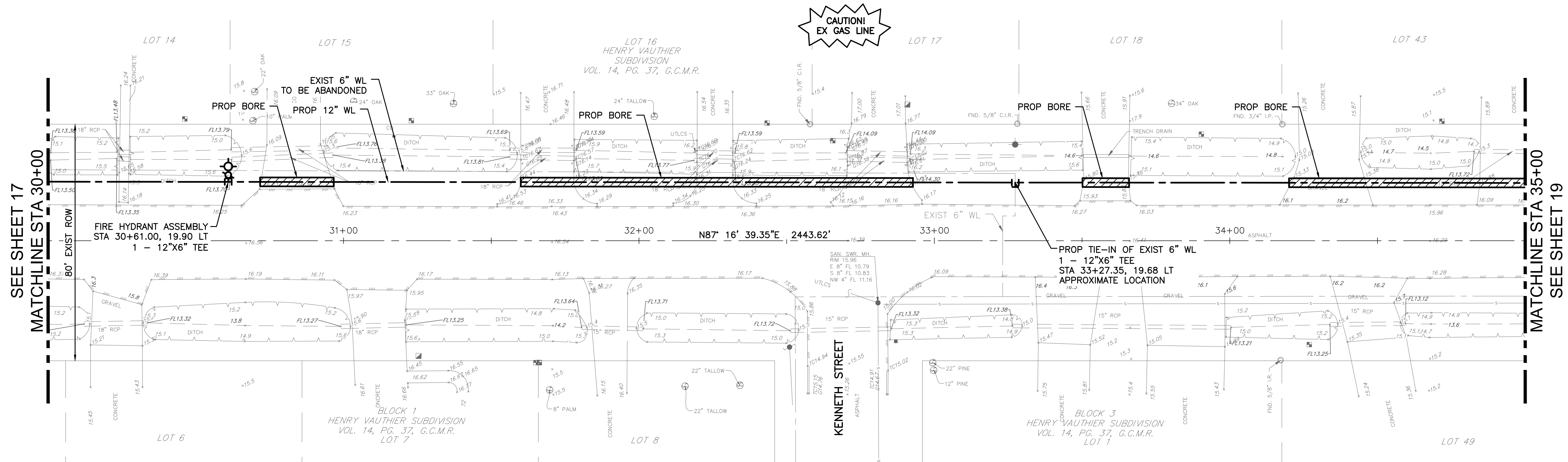
CHECKED BY: BB

DRAWING SCALE:
HORIZ: 1" = 20'

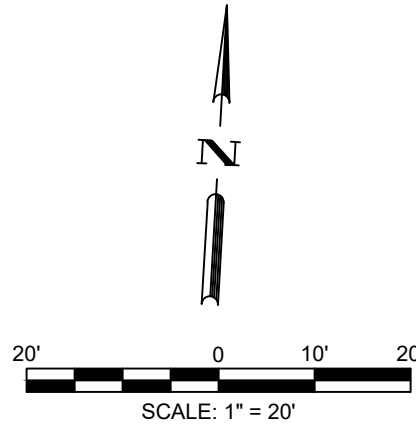
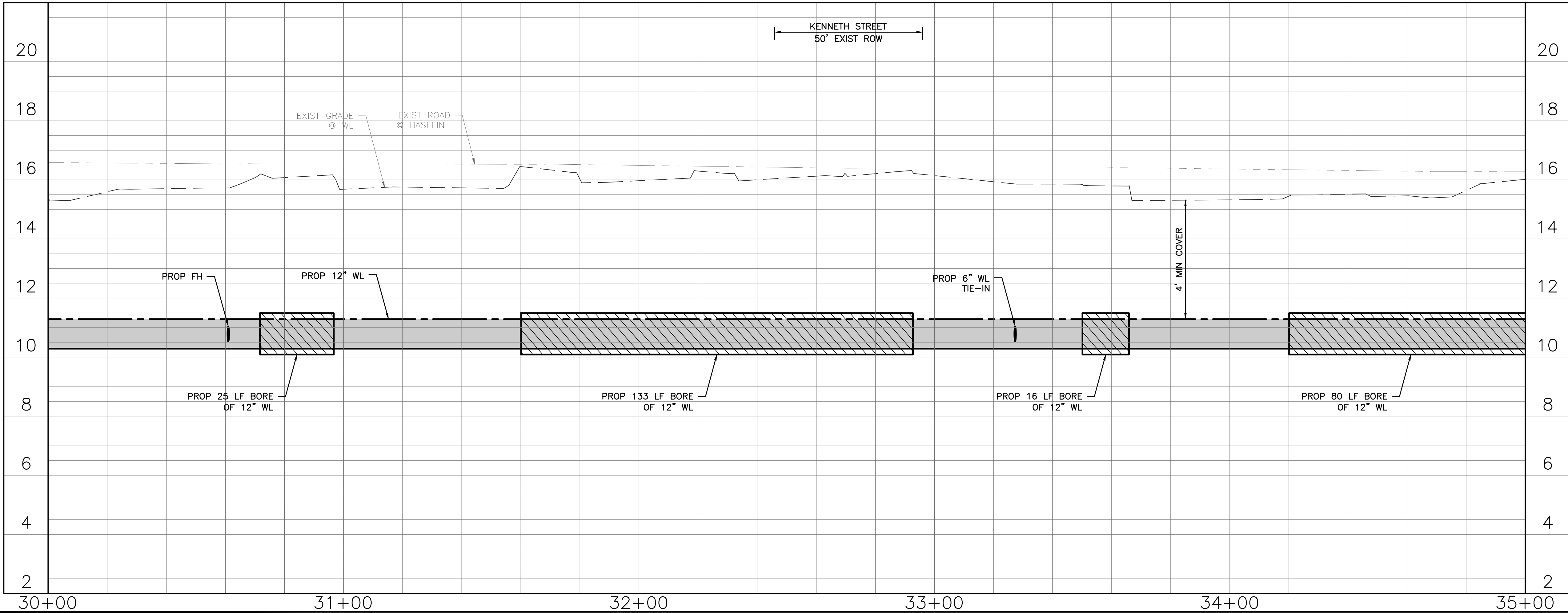
VERT: 1" = 2'

DATE PLOTTED:
Jan 08,2025 - 1:52pm

C:\Users\dlove\edico dropbox\ADICO\ALLC\PROJECTS\22034-01 colm fm 1765 to stonewall\18 MCKINNEY EXTENSION PLAN & PROFILE STA 30+00 TO 35+00.dwg Jan 08.2025 - 1:53pm dlove



MCKINNEY DRIVE
STA 30+00 TO STA 35+00



NOTES

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CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617) BEING A STEEL ROD IN SLEEVE LOCATED AT THE TXDOT GALVESTON AREA ENGINEER & MAINTENANCE FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY. THE MARK IS IN THE NW CORNER OF THE FACILITY, 50.8 FT SOUTH OF THE CONC BASE OF LIGHT POLE, 69.2 FT SE OF THE CORNER OF A CHAIN LINK FENCE, 54.8 NE OF THE NW CORNER OF A ONE-STORY METAL BUILDING, AND 38 FT NW OF THE NE OF THE SAME ONE-STORY METAL BUILDING. (NAVD 88)

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12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction, bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

MCKINNEY EXTENSION
PLAN & PROFILE
STA 30+00 TO 35+00

ALLC PROJECT NO. 22034-01 SHEET NO.

DRAWN BY: MG

CHECKED BY: BB

DRAWING SCALE:

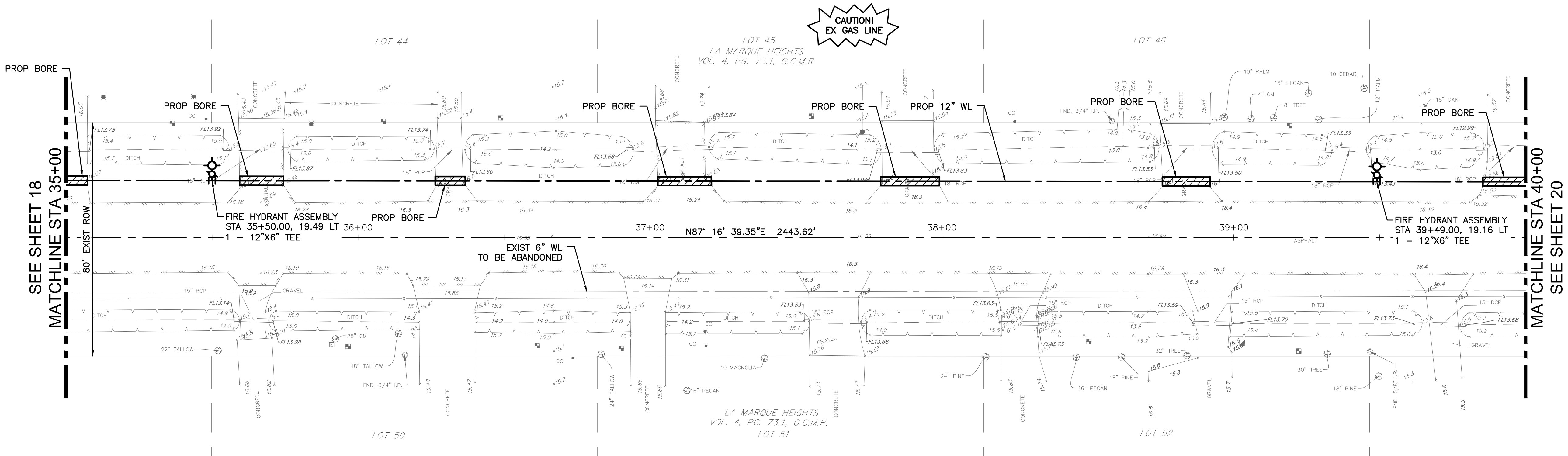
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VERT: 1" = 2'

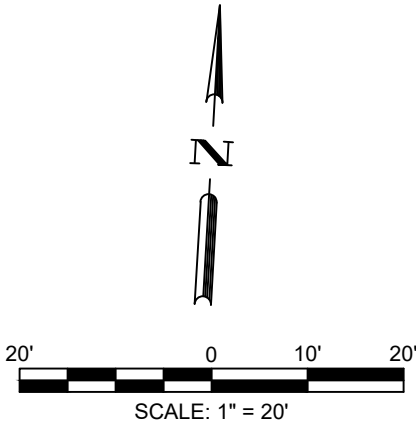
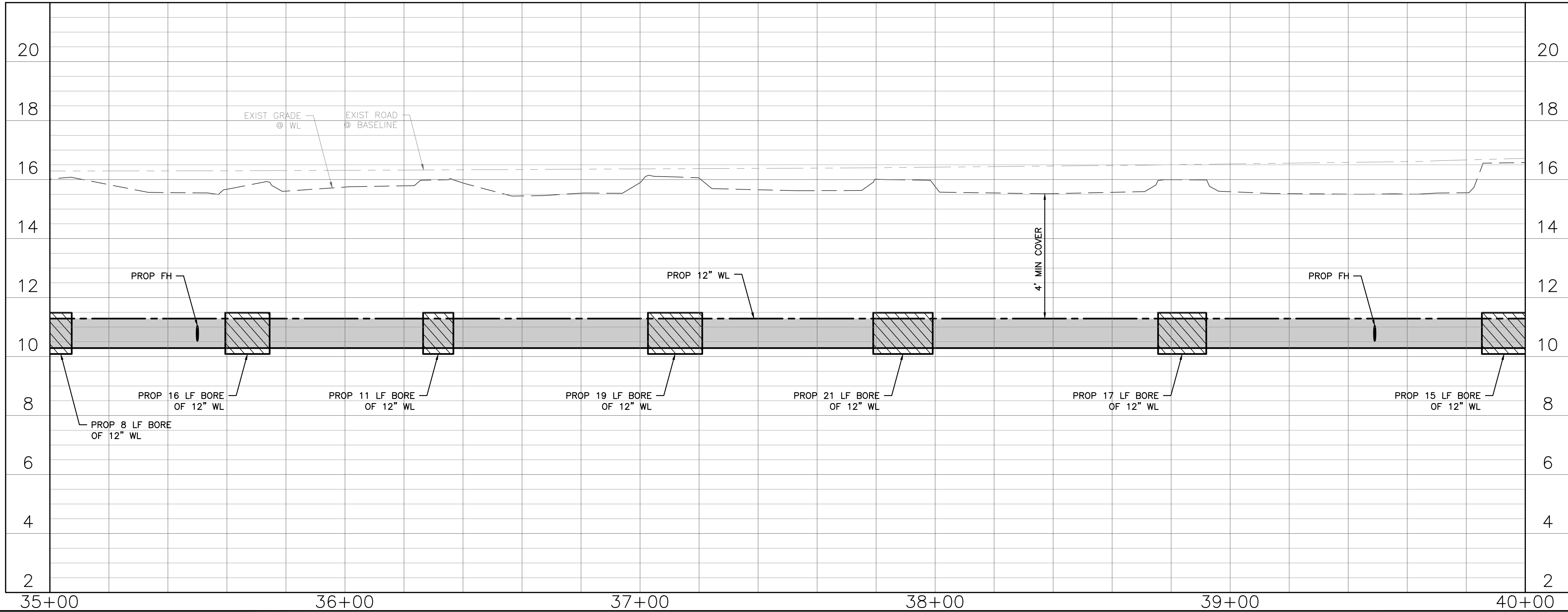
DATE PLOTTED:

Jan 08.2025 - 1:53pm

C:\Users\dlowe\edico dropbox\ADICO\ALLC\PROJECTS\22034-01 colm fm 1765 to stonewall\impact fee hpa\6 - drawings\newman to stonewall\19 MCKINNEY EXTENSION PLAN & PROFILE STA 35+00 TO 40+00.dwg Jan 08,2025 - 1:53pm dlowe



MCKINNEY DRIVE
STA 35+00 TO STA 40+00



NOTES

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CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617) BEING A STEEL ROD IN SLEEVE LOCATED AT THE TXDOT GALVESTON AREA ENGINEER & MAINTENANCE FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY. THE MARK IS IN THE NW CORNER OF THE FACILITY, 50.8 FT SOUTH OF THE CONC BASE OF LIGHT POLE, 69.2 FT SE OF THE CORNER OF A CHAIN LINK FENCE, 54.8 NE OF THE NW CORNER OF A ONE-STORY METAL BUILDING, AND 38 FT NW OF THE NE OF THE SAME ONE-STORY METAL BUILDING. (NAVD 88)

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12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction, bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

MCKINNEY EXTENSION
PLAN & PROFILE
STA 35+00 TO 40+00

ALLC PROJECT NO. 22034-01

SHEET NO.

DRAWN BY: MG

CHECKED BY: BB

DRAWING SCALE:

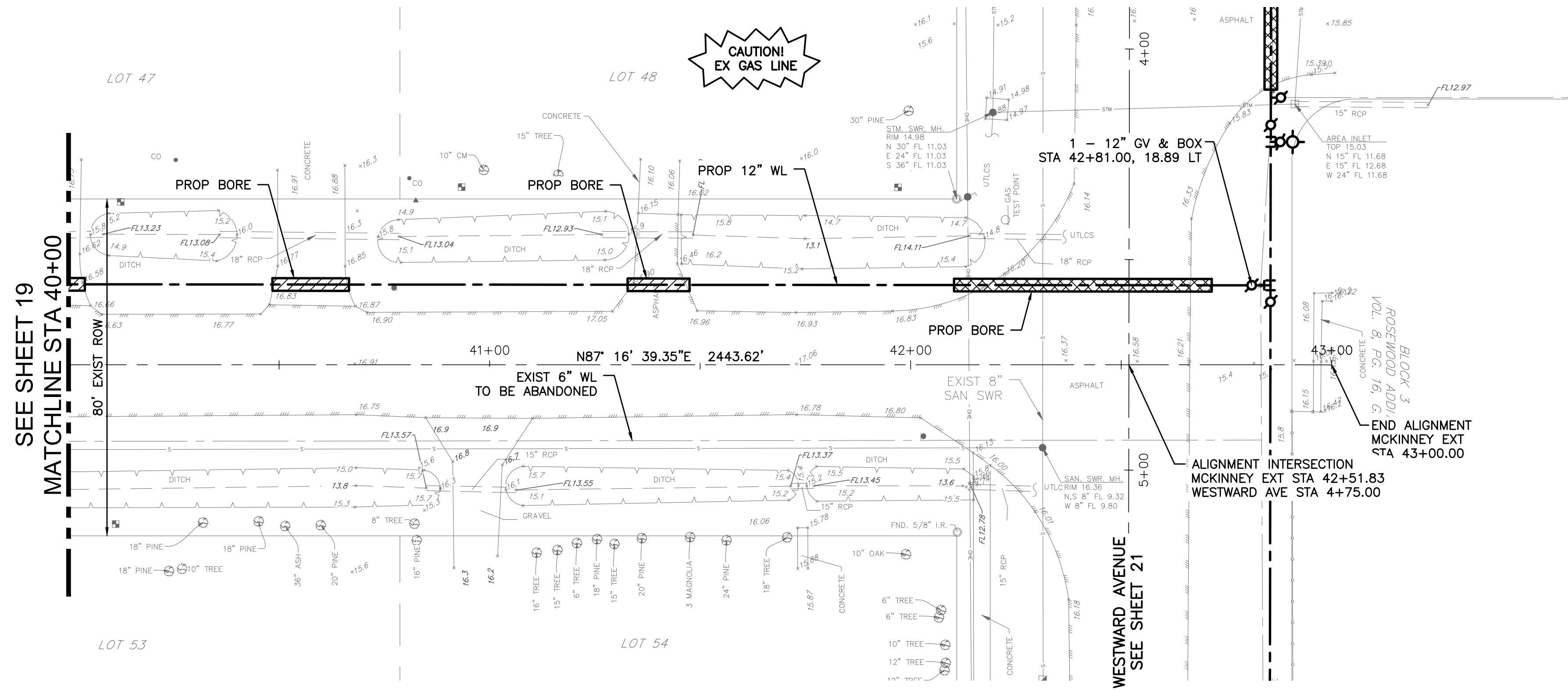
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VERT: 1" = 2'

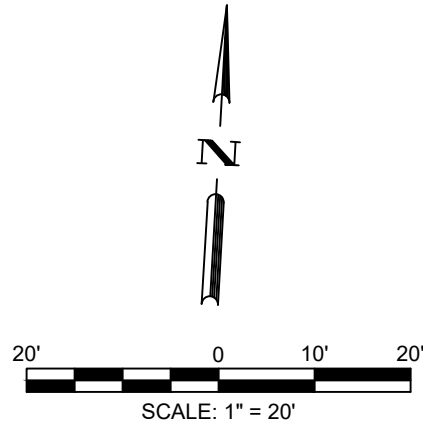
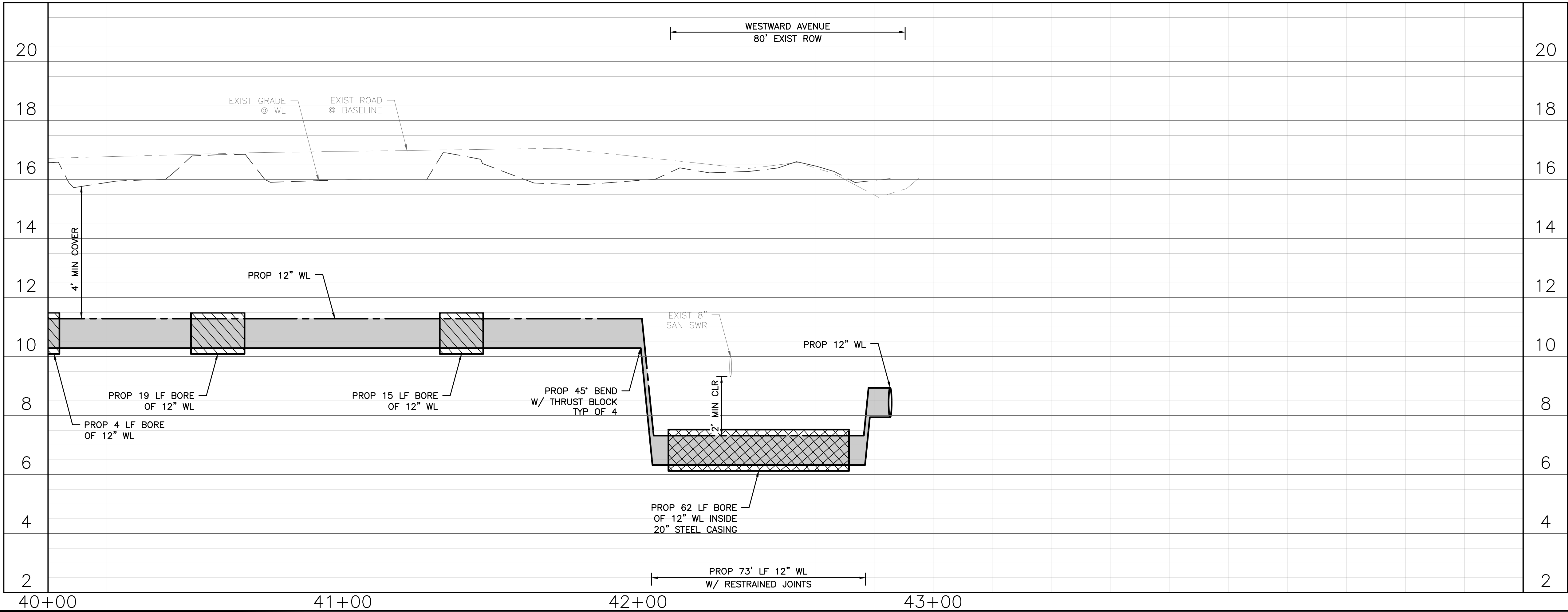
DATE PLOTTED:

Jan 08,2025 - 1:53pm

C:\Users\dlove\edico\dropbox\ADICO\ALL\PROJECTS\22034-01\colm\m 1765 to stonewall\impact fee hp\6 - drawings\newman to stonewall\20 MCKINNEY EXTENSION PLAN & PROFILE STA 40+00 TO 43+00.dwg Jan 08,2025 - 1:54pm dlove



MCKINNEY DRIVE
STA 40+00 TO STA 43+00



NOTES

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CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617) BEING A STEEL ROD IN SLEEVE LOCATED AT THE TXDOT GALVESTON AREA ENGINEER & MAINTENANCE FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY. THE MARK IS IN THE NW CORNER OF THE FACILITY, 50.8 FT SOUTH OF THE CONC BASE OF LIGHT POLE, 69.2 FT SE OF THE CORNER OF A CHAIN LINK FENCE, 54.8 NE OF THE NW CORNER OF A ONE-STORY METAL BUILDING, AND 38 FT NW OF THE NE OF THE SAME ONE-STORY METAL BUILDING. (NAVD 88)

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12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction, bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

MCKINNEY EXTENSION
PLAN & PROFILE
STA 40+00 TO 43+00

ALL PROJECT NO. 22034-01 SHEET NO.

DRAWN BY: MG

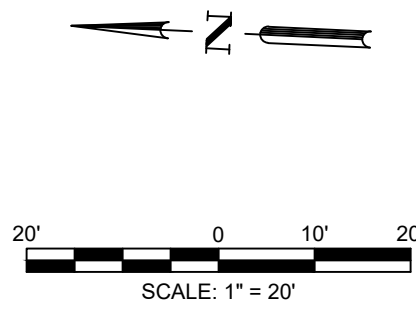
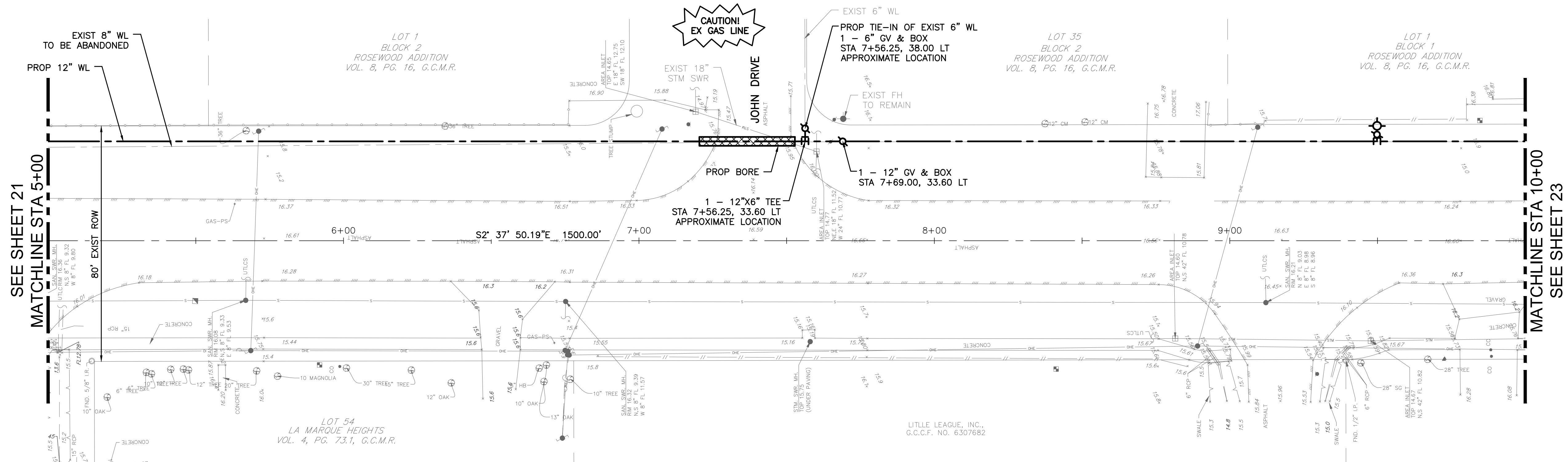
CHECKED BY: BB

DRAWING SCALE:
HORIZ: 1" = 20'

VERT: 1" = 2'

DATE PLOTTED:
Jan 08,2025 - 1:54pm

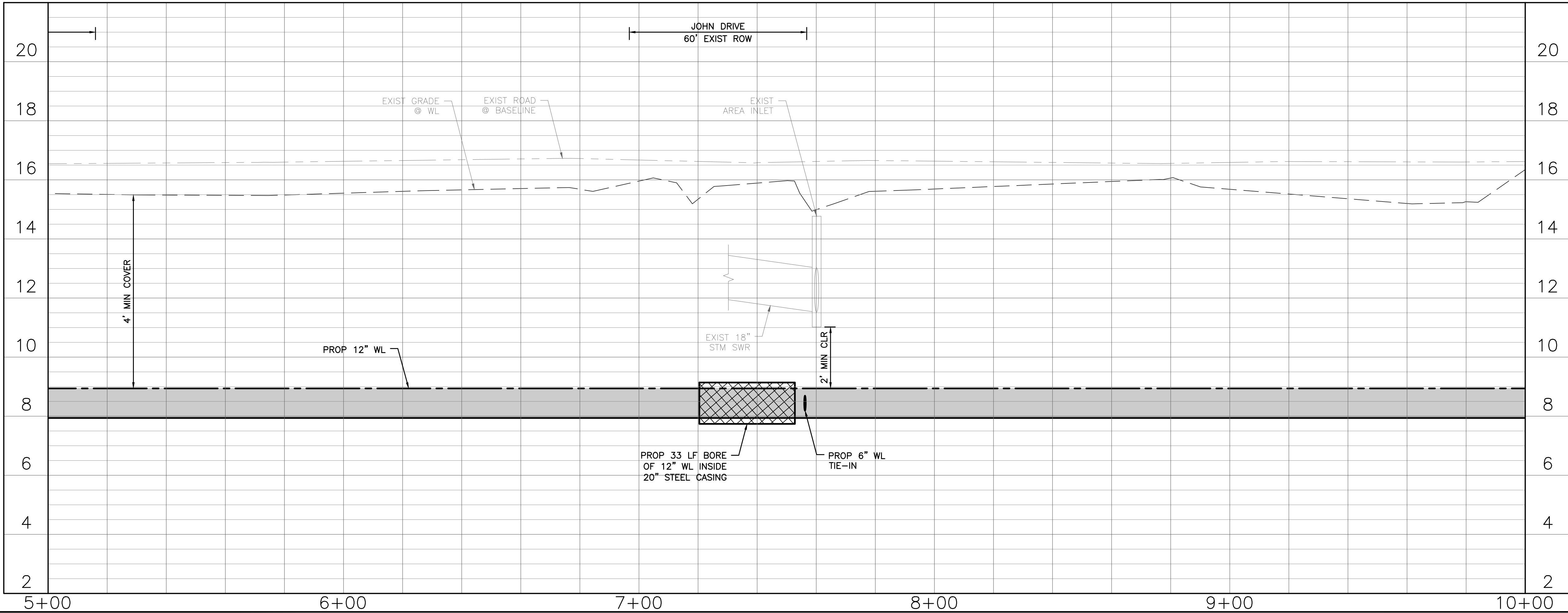
C:\Users\dlowe\adico\dropbox\adico\all\PROJECTS\22034-01\colm\1765 to stonewall\impact fee hp\6 - drawings\newman to stonewall\22 WESTWARD AVENUE PLAN & PROFILE STA 4+00 TO 10+00.dwg on 08/2025 - 1:56pm dove



NOTES

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WESTWARD AVENUE
STA 5+00 TO STA 10+00



CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617) BEING A STEEL ROD IN SLEEVE LOCATED AT THE TXDOT GALVESTON AREA ENGINEER & MAINTENANCE FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY. THE MARK IS IN THE NW CORNER OF THE FACILITY, 50.8 FT SOUTH OF THE CONC BASE OF LIGHT POLE, 69.2 FT SE OF THE CORNER OF A CHAIN LINK FENCE, 54.8 NE OF THE NW CORNER OF A ONE-STORY METAL BUILDING, AND 38 FT NW OF THE NE OF THE SAME ONE-STORY METAL BUILDING. (NAVD 88)

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12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction,
bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

WESTWARD AVENUE
PLAN & PROFILE
STA 5+00 TO 10+00

ALL PROJECT NO. 22034-01 SHEET NO.

DRAWN BY: MG

CHECKED BY: BB

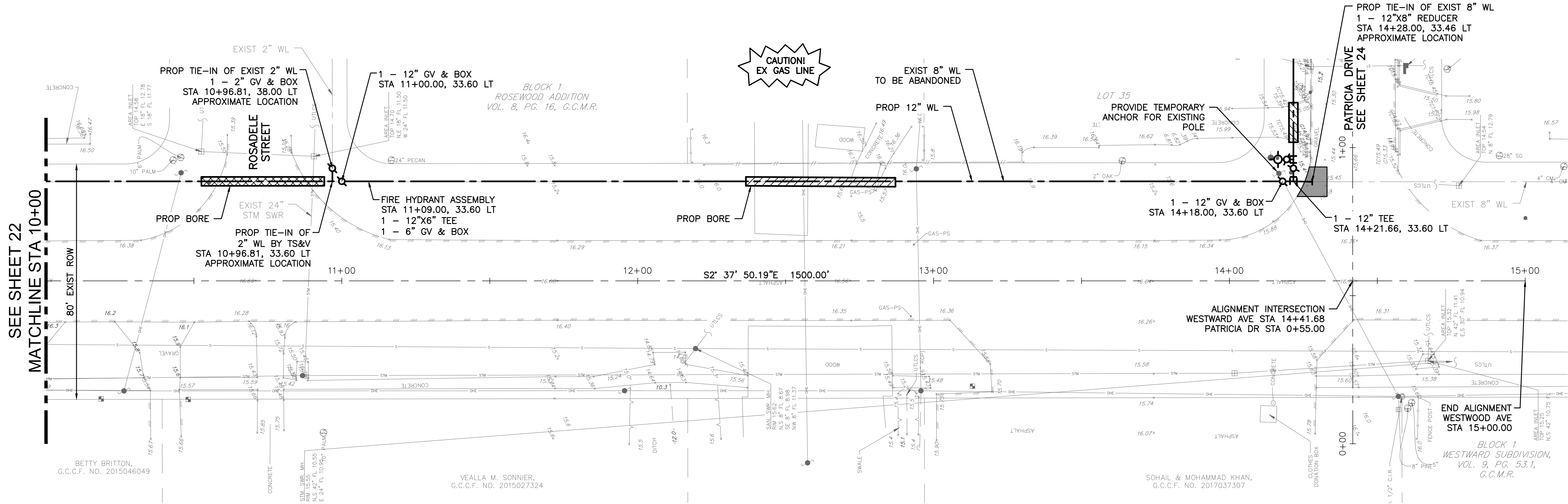
DRAWING SCALE:

HORIZ: 1" = 20'

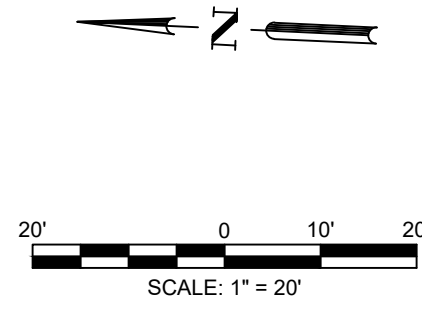
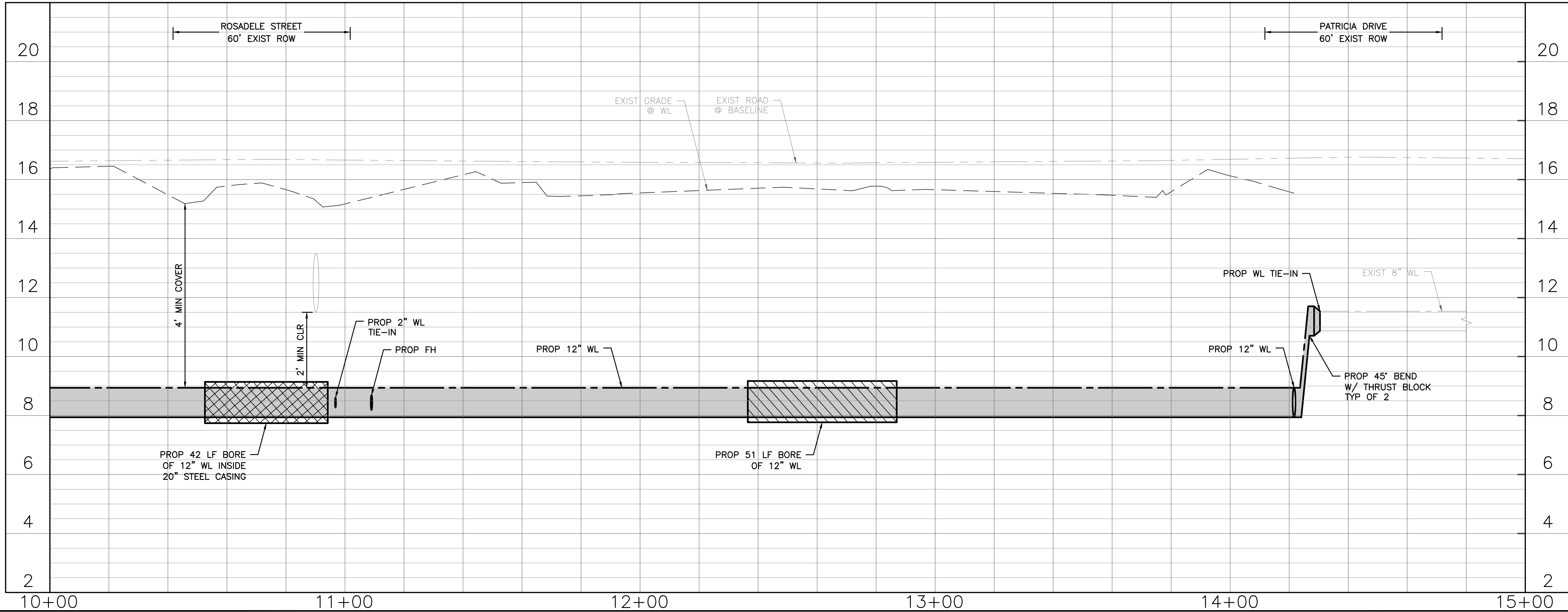
VERT: 1" = 2'

DATE PLOTTED:
Jan 08, 2025 - 1:56pm

C:\Users\dlowe\adico\dropbox\adico\allc\PROJECTS\22034-01\colm\fm 1765 to stonewall\impact fee hpa\6 - drawings\newman to stonewall\23 WESTWARD AVENUE PLAN & PROFILE STA 10+00 TO 15+00.dwg Jan 08.2025-1:57pm dlowe



WESTWARD AVENUE
STA 10+00 TO STA 15+00



NOTES

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LEGEND

— PROP PAVEMENT/CURB & GUTTER REPAIR

CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

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INTERIM REVIEW
Not to be used for construction,
bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

WESTWARD AVENUE
PLAN & PROFILE
STA 10+00 TO 15+00

ALLC PROJECT NO. 22034-01 SHEET NO.

DRAWN BY: MG

CHECKED BY: BB

DRAWING SCALE:

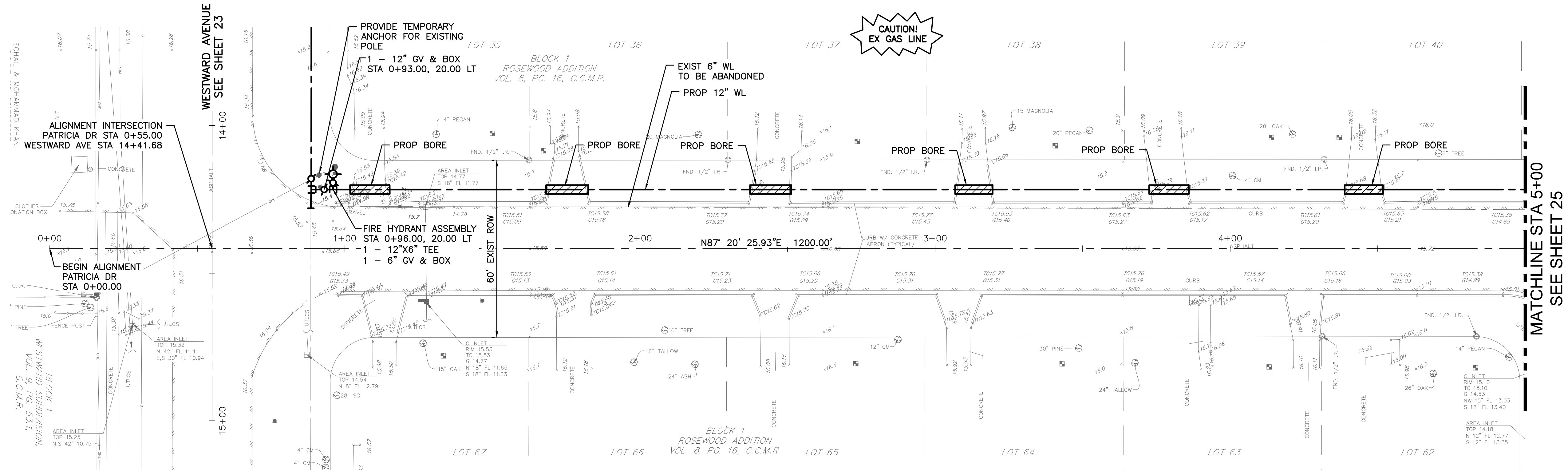
HORIZ: 1" = 20'

VERT: 1" = 2'

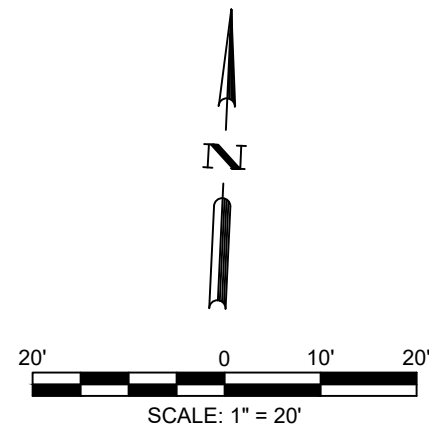
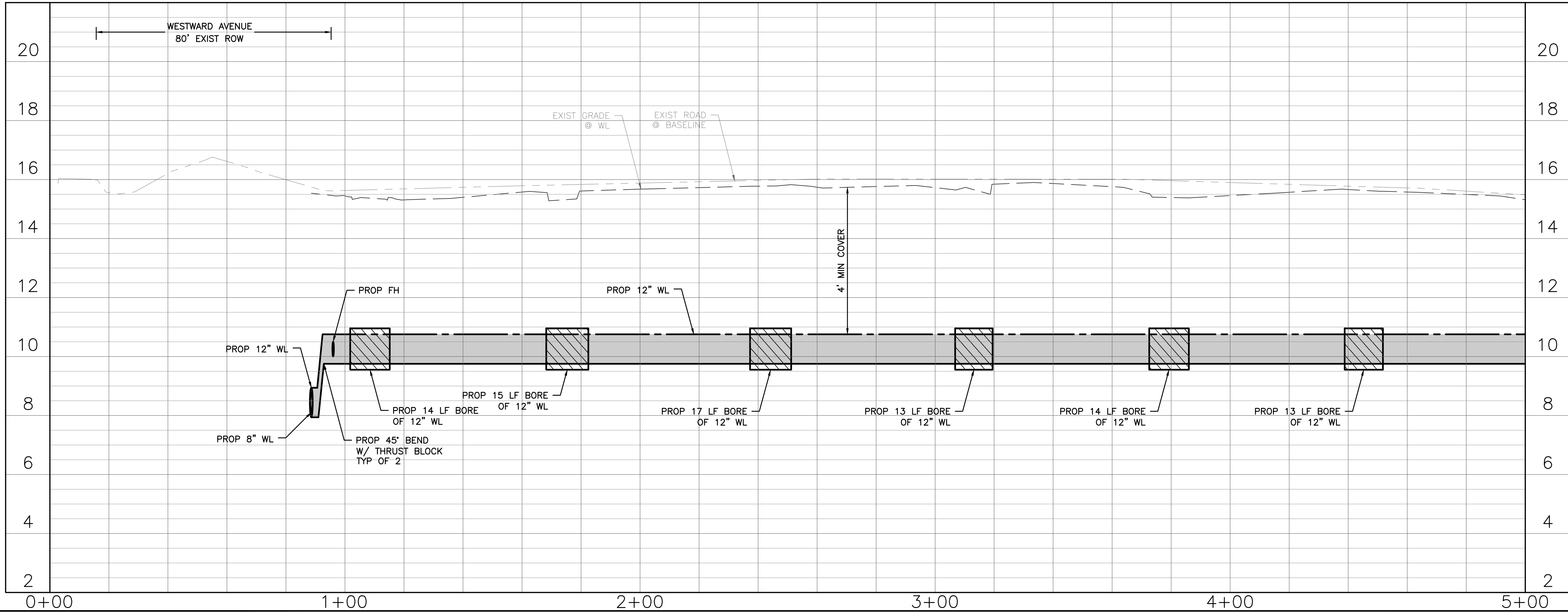
DATE PLOTTED:
Jan 08.2025 - 1:57pm

23 OF 34

C:\Users\dlove\edico\dropbox\ADICO\ALL\PROJECTS\22034-01\colm\fm 1765 to stonewall\impact fee hp\6 - drawings\newman to stonewall\24 PATRICIA DRIVE PLAN & PROFILE STA 0+00 TO 5+00.dwg Jan 08.2025-1:58pm dlove



PATRICIA DRIVE
STA 0+00 TO STA 5+00



NOTES

- EXISTING UTILITIES SHOWN ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD BE FIELD VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- PROTECT ALL TREES ADJACENT TO WORK AREA.
- ALL MAILBOXES AND STREET SIGNS AFFECTED BY CONSTRUCTION ACTIVITIES SHALL BE REMOVED AND REPLACED AFTER WORK HAS BEEN COMPLETE.
- CONTRACTOR TO REMOVE AND DISPOSE OF ALL EXISTING FIRE HYDRANTS. EXISTING LINE SHOWN TO BE DEMOLISHED OR ABANDONED.
- FIRE HYDRANTS TO BE LOCATED PER THE CITY OF LA MARQUE WATER SYSTEM DESIGN CRITERIA.
- CONTRACTOR TO RESTORE ALL EXISTING SERVICE CONNECTIONS.
- ALL DRIVEWAYS AND DRIVEWAY CULVERTS AFFECTED BY CONSTRUCTION ACTIVITIES TO BE REPAIRED TO EQUAL OR BETTER CONDITION.
- CONTRACTOR SHALL IDENTIFY ALL ELECTRICAL UTILITY POLES WHICH NEED TO BE REMOVED TO FACILITATE CONSTRUCTION ACTIVITIES PRIOR TO COMMENCING WORK. THE CITY OF LA MARQUE WILL FACILITATE REMOVAL WITH POWER COMPANY.

CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617) BEING A STEEL ROD IN SLEEVE LOCATED AT THE TXDOT GALVESTON AREA ENGINEER & MAINTENANCE FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY. THE MARK IS IN THE NW CORNER OF THE FACILITY, 50.8 FT SOUTH OF THE CONC BASE OF LIGHT POLE, 69.2 FT SE OF THE CORNER OF A CHAIN LINK FENCE, 54.8 NE OF THE NW CORNER OF A ONE-STORY METAL BUILDING, AND 38 FT NW OF THE NE OF THE SAME ONE-STORY METAL BUILDING. (NAVD. 88)

FLOODPLAIN:
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF TEXAS CITY, GALVESTON COUNTY, TX AND INCORPORATED AREAS, COMMUNITY NO. 485514 DATED AUGUST 15, 2019 AND THE CITY OF LA MARQUE, GALVESTON COUNTY, TX AND INCORPORATED AREAS, COMMUNITY NO. 485486 DATED AUGUST 15, 2019, INDICATES THAT THIS TRACT IS WITHIN ZONE X4 SHADDED AS SHOWN ON MAP & PANEL NO. (S) 48167C0245G, 48167C0265G, 48167C0385G & 48167C0401G.

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction, bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

PATRICIA DRIVE
PLAN & PROFILE
STA 0+00 TO 5+00

ALLC PROJECT NO. 22034-01

SHEET NO.

DRAWN BY: MG

CHECKED BY: BB

DRAWING SCALE:

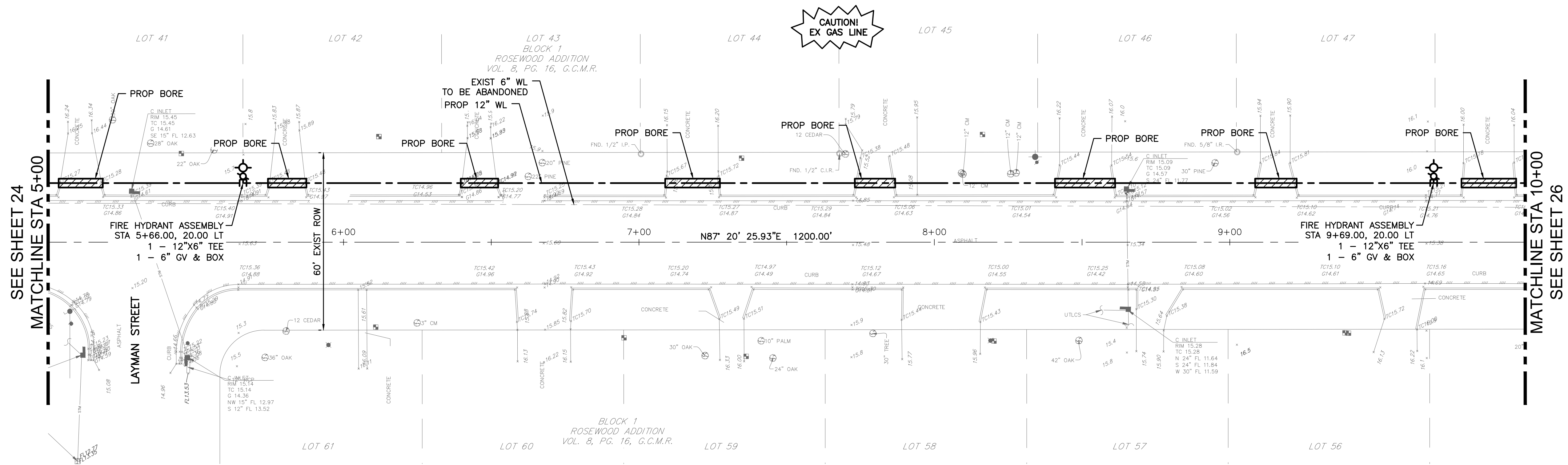
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VERT: 1" = 2'

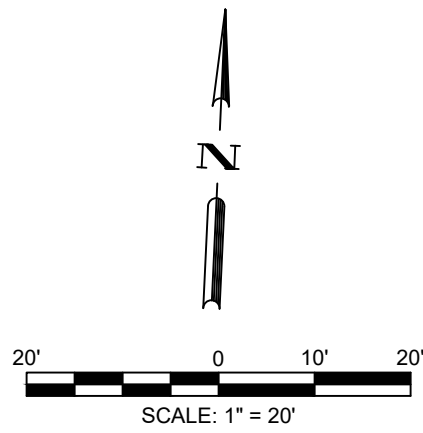
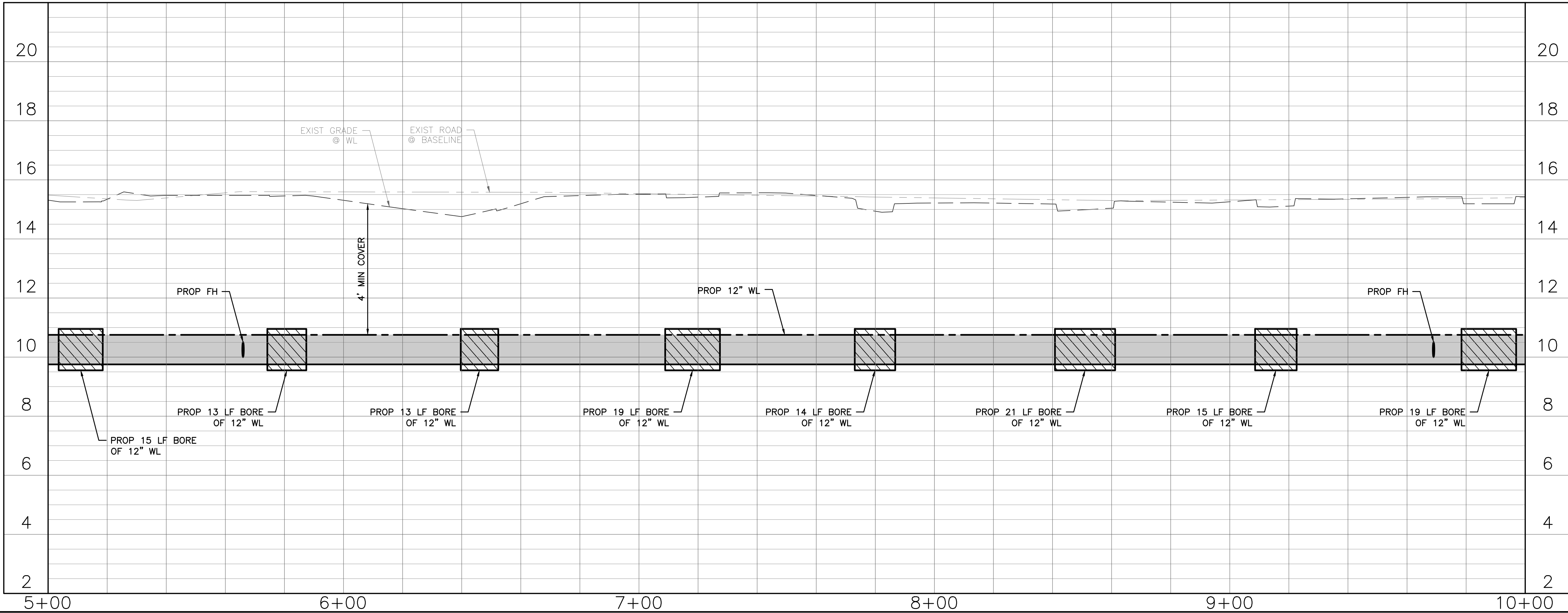
DATE PLOTTED:

Jan 08.2025 - 1:58pm

C:\Users\dlowe\edico dropbox\ADICO\ALL\PROJECTS\22034-01\colm fm 1765 to stonewall\impact fee hp\6 - drawings\newman to stonewall\25 PATRICIA DRIVE PLAN & PROFILE STA 5+00 TO 10+00.dwg Jan 08,2025--1:59pm dlowe



PATRICIA DRIVE
STA 5+00 TO STA 10+00



NOTES

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12-INCH WATER DISTRIBUTION LINE
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TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

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ADICO, LLC
TBPE FIRM NO. F-16423

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Engineer: BRENT BERTHIER, P.E.

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Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

PATRICIA DRIVE
PLAN & PROFILE
STA 5+00 TO 10+00

ALLC PROJECT NO. 22034-01 SHEET NO.

DRAWN BY: MG

CHECKED BY: BB

DRAWING SCALE:

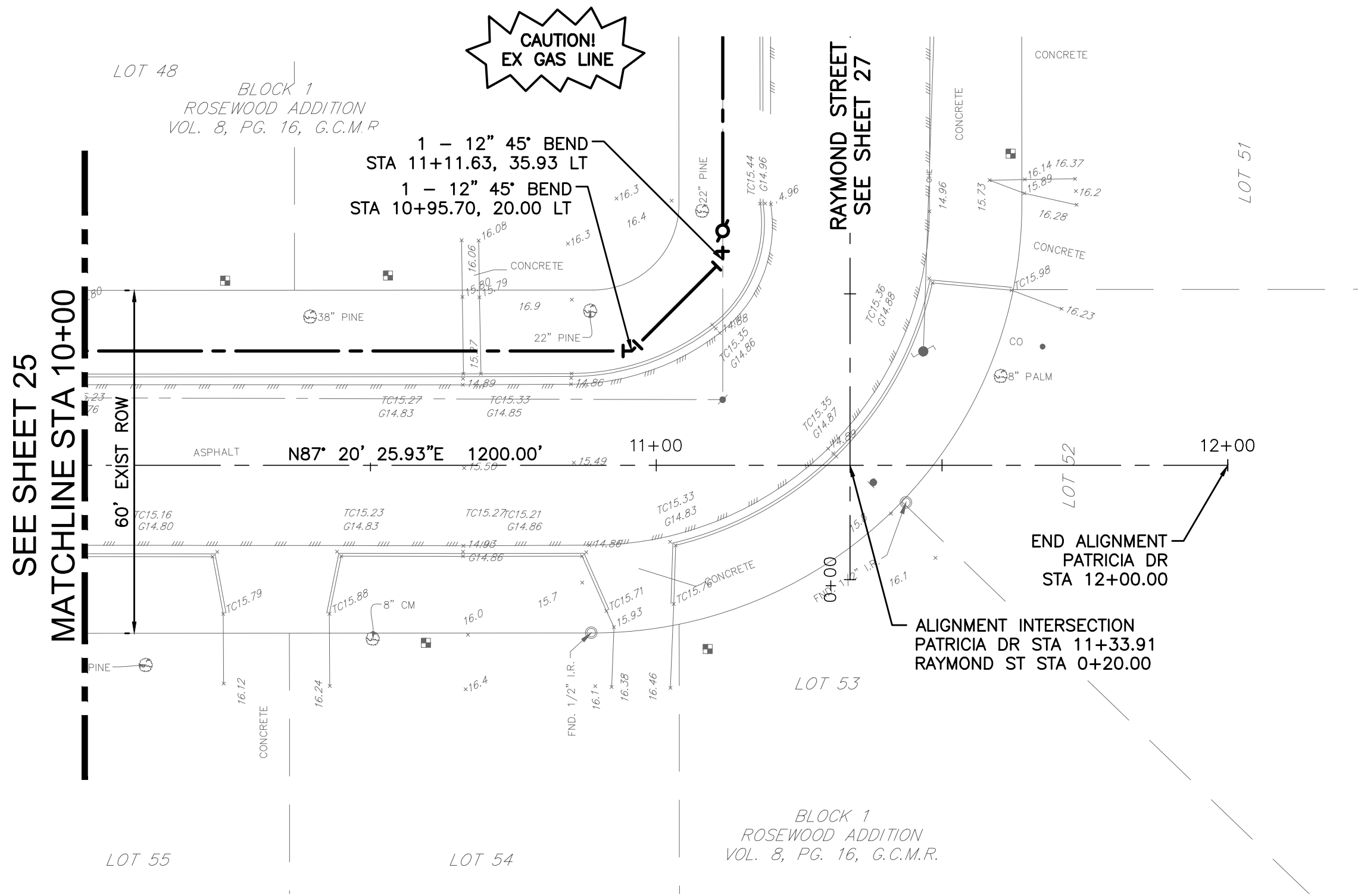
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VERT: 1" = 2'

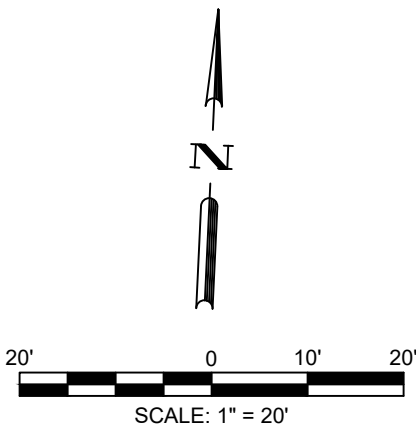
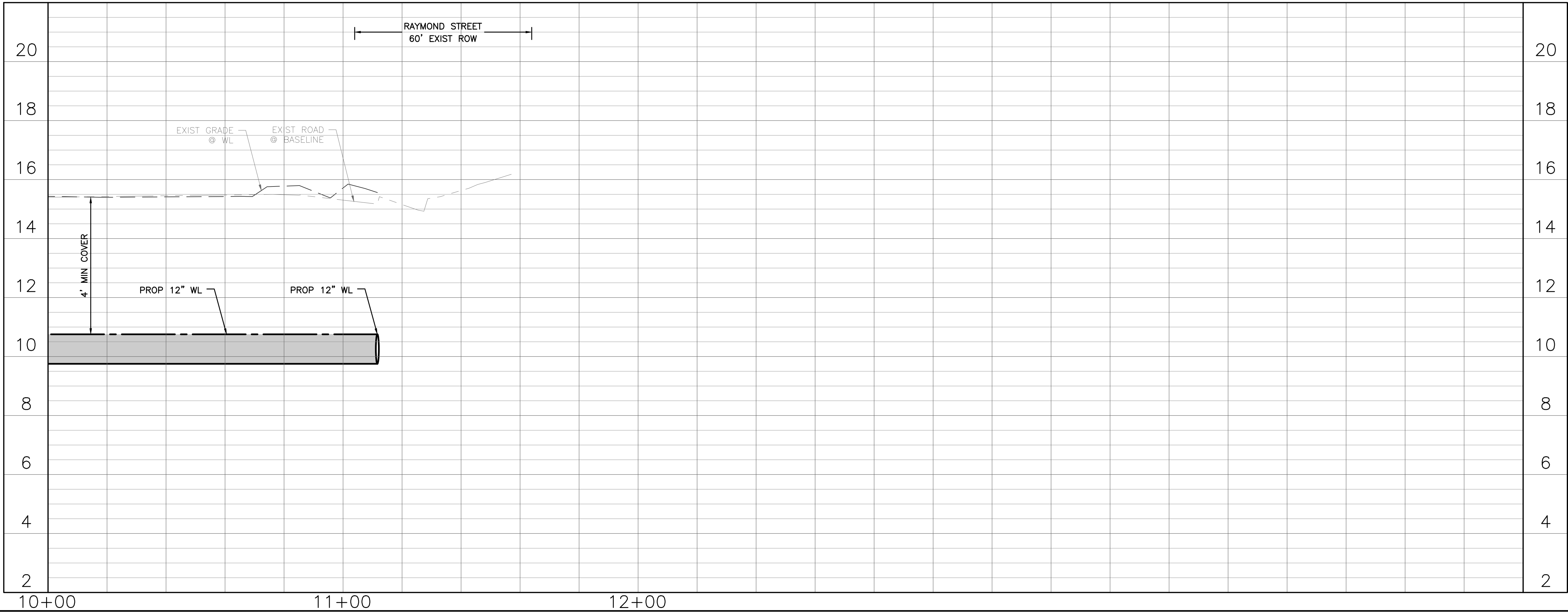
DATE PLOTTED:

Jan 08,2025 - 1:59pm

C:\Users\dlowe\adico\dropbox\ADICO\ALL\PROJECTS\22034-01\colm\m 1765 to stonewall\impact fee hp\6 - drawings\newman to stonewall\26 PATRICIA DRIVE PLAN & PROFILE STA 10+00 TO 12+00.dwg Jan 08,2025--2:00pm dlowe



PATRICIA DRIVE
STA 10+00 TO STA 12+00



NOTES

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12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
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Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

PATRICIA DRIVE
PLAN & PROFILE
STA 10+00 TO 12+00

ALL PROJECT NO. 22034-01 SHEET NO.

DRAWN BY: MG

CHECKED BY: BB

DRAWING SCALE:

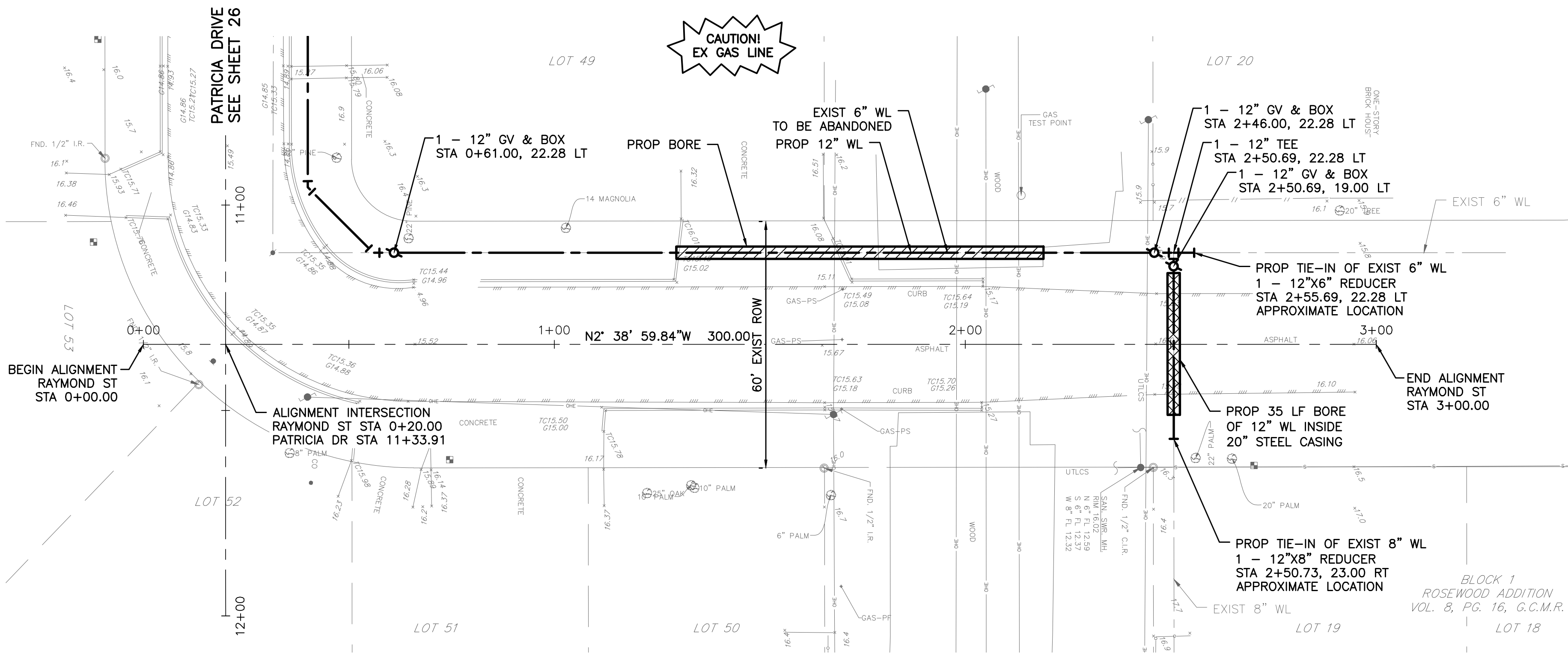
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VERT: 1" = 2'

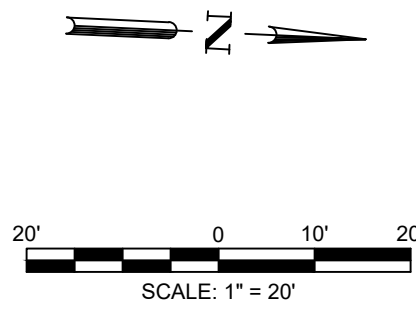
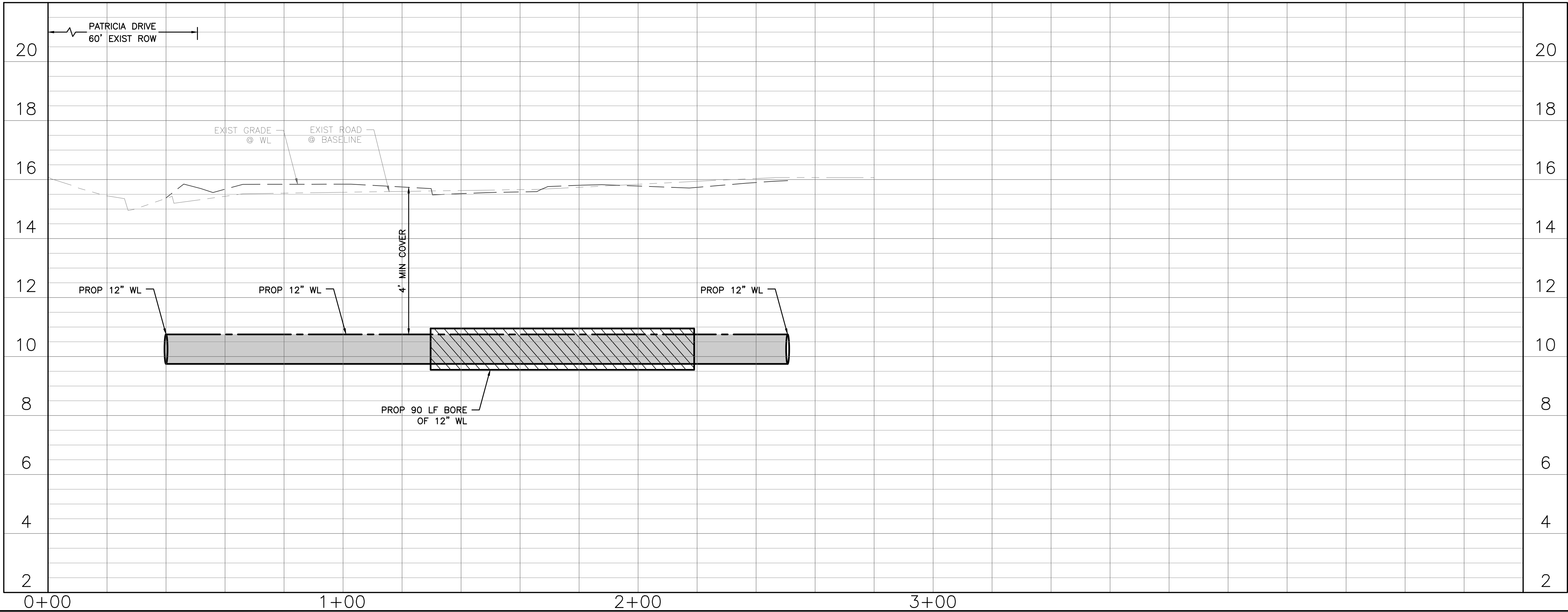
DATE PLOTTED:
Jan 08,2025 - 2:00pm

26 OF 34

C:\Users\dlove\adico\dropbox\ADICO\ALL\PROJECTS\22034-01\colm\rm\1765 to stonewall\impact fee hp\6 - drawings\newman to stonewall\27 RAYMOND STREET PLAN & PROFILE STA 0+00 TO 3+00.dwg Jan 08,2025--2:01pm dlove



RAYMOND STREET
STA 0+00 TO STA 3+00



NOTES

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CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617) BEING A STEEL ROD IN SLEEVE LOCATED AT THE TXDOT GALVESTON AREA ENGINEER & MAINTENANCE FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY. THE MARK IS IN THE NW CORNER OF THE FACILITY, 50.8 FT SOUTH OF THE CONC BASE OF LIGHT POLE, 69.2 FT SE OF THE CORNER OF A CHAIN LINK FENCE, 54.8 NE OF THE NW CORNER OF A ONE-STORY METAL BUILDING, AND 38 FT NW OF THE NE OF THE SAME ONE-STORY METAL BUILDING. (NAVD 88)

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12-INCH WATER DISTRIBUTION LINE
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INTERIM REVIEW
Not to be used for construction, bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

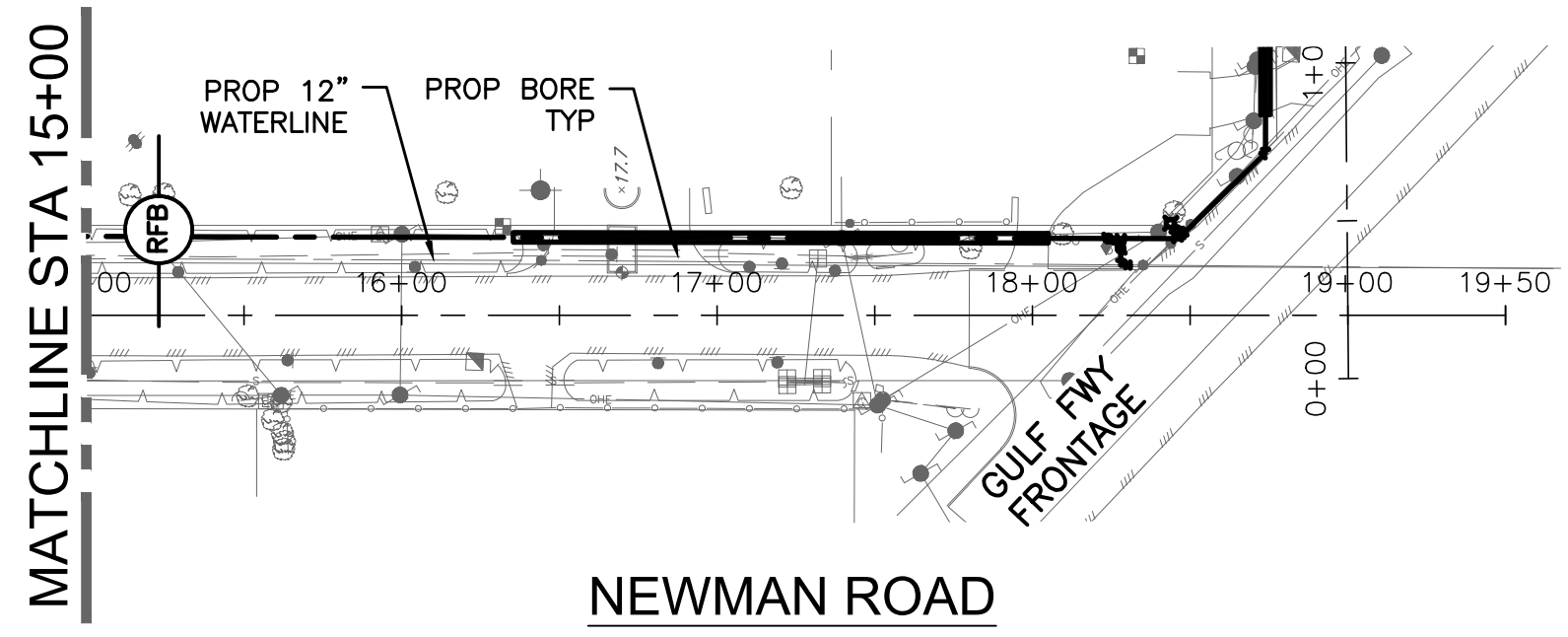
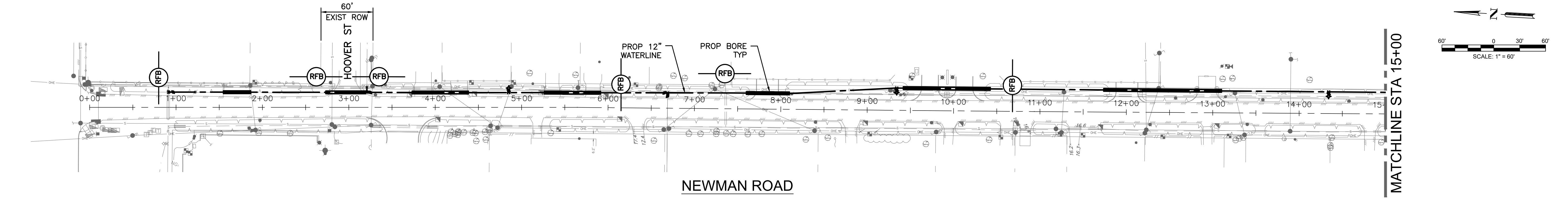
PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

RAYMOND STREET
PLAN & PROFILE
STA 0+00 TO 3+00

ALL PROJECT NO. 22034-01 SHEET NO.
DRAWN BY: MG
CHECKED BY: BB
DRAWING SCALE:
HORIZ: 1" = 20'
VERT: 1" = 2'
DATE PLOTTED:
Jan 08,2025 - 2:01pm

C:\Users\dlove\edico dropbox\ADICO\ALLC\PROJECTS\22034-01 colm fm 1765 to stonewall\impact fee hp\6 - drawings\newman to stonewall\28 STORMWATER POLLUTION PREVENTION PLAN 1 OF 2.dwg Jan 08,2025--2:02pm dlove



POLLUTION PREVENTION NOTES:

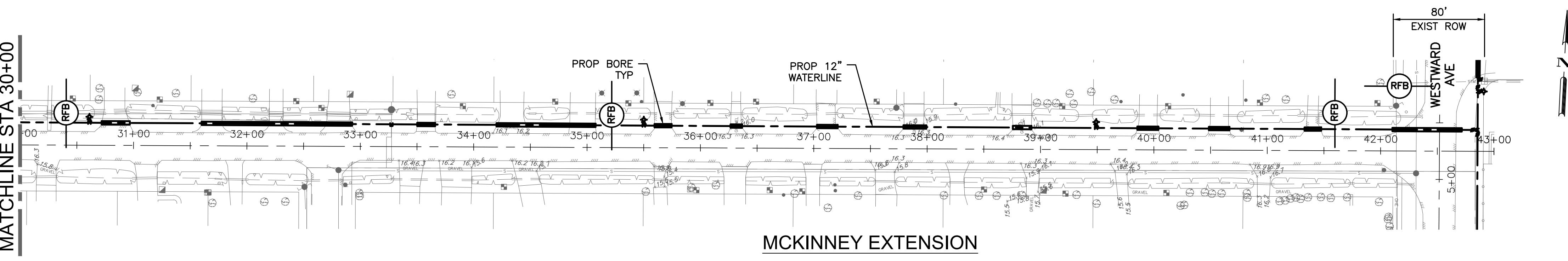
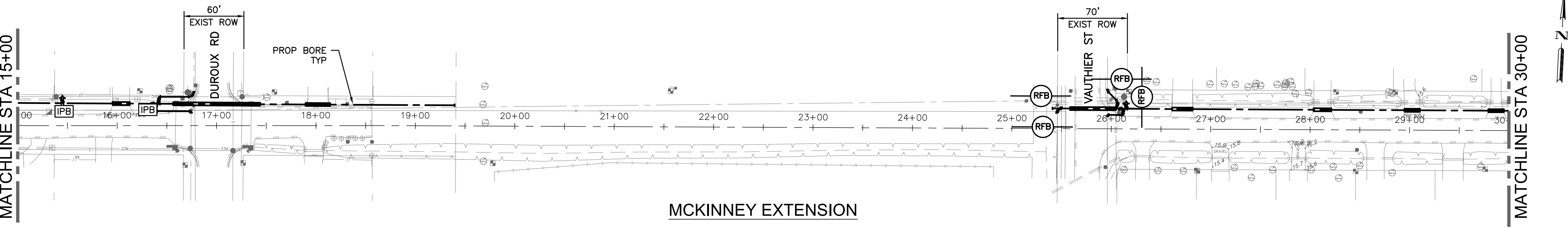
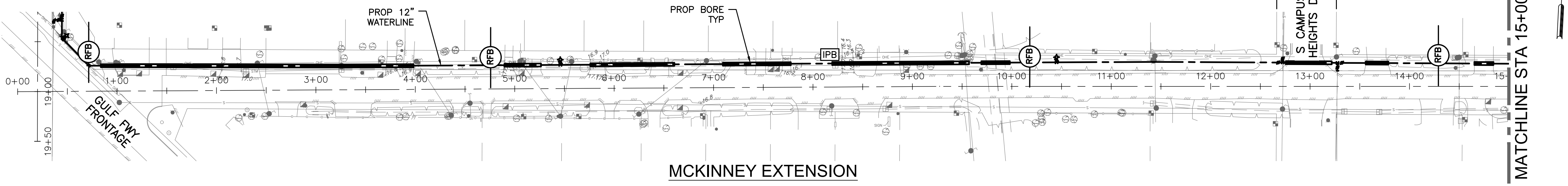
1. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL INSTALL POLLUTION PREVENTION SYSTEMS AT LOCATIONS SHOWN ON PLANS.
2. IF POLLUTION PREVENTION SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER AND/OR OWNER'S REPRESENTATIVE WITH THE CONTRACTOR SHALL EXAMINE THE EXISTING POLLUTION PREVENTION SYSTEMS FOR DAMAGE PRIOR TO CONTRACTOR STARTING CONSTRUCTION OF THE CONTRACT. ANY DAMAGE NOTED AT THIS ITEM SHALL BE REPAIRED AT OWNER'S EXPENSE.
3. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES) REQUIREMENTS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ENFORCEMENT OF TPDES REQUIREMENTS PER "GENERAL REQUIREMENTS FOR PERMIT TXR150000".
5. CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING GENERAL SOURCE CONTROLS.
6. THE LOCATION OF THE STABILIZED CONSTRUCTION ACCESS IS TO BE DETERMINED BY THE CONTRACTOR.
7. ALL RESERVES AND AREAS BETWEEN BACK-OF-CURB AND RIGHT-OF-WAY SHALL BE HYDRO-MULCHED SEEDED. ALL LOTS AND OTHER AREAS DISTURBED DURING CONSTRUCTION SHALL BE BROADCAST SEEDED.
8. CONTRACTOR SHALL INSPECT ALL POLLUTION PREVENTION SYSTEMS SPECIFIED HEREIN, AS REQUIRED IN THE PERMIT.
9. CONTRACTOR SHALL MAINTAIN, REPAIR AND/OR REPLACE DAMAGED EROSION AND SEDIMENTATION CONTROL SYSTEMS THROUGHOUT THE DURATION OF THE CONTRACT.
10. CONTRACTOR SHALL PROVIDE PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS AND OTHER POTENTIALLY TOXIC MATERIALS.
11. CONTRACTOR SHALL LOCATE FUEL/MATERIAL STORAGE AREAS AWAY FROM STORM WATER CONVEYANCE SYSTEMS. CONTRACTOR SHALL USE A LINER UNDER ABOVE GROUND STORAGE TANKS. CONTRACTOR SHALL USE FILTER FABRIC FENCING, HAY BALES, OR BERMS AROUND FUEL STORAGE AREAS.
12. CONTRACTOR SHALL ADVISE OWNER IMMEDIATELY, VERBALLY, AND IN WRITING OF ANY FUEL OR TOXIC MATERIAL SPILLS ONTO THE PROJECT/CONSTRUCTION AREA AND THE ACTIONS TAKEN TO REMEDY THE PROBLEM.
13. CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF HIS FUELS, MATERIALS, AND CONTAMINATED EXCAVATIONS IN A LEGALLY APPROVED MANNER.
14. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATELY MAINTAINED SANITARY FACILITIES.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR STREET CLEANING, ON A DAILY BASIS, ALL MUD AND DIRT DEPOSITED ON THE EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY.
16. CONTRACTOR SHALL PROVIDE A STABILIZED CONSTRUCTION ENTRANCE/EXIT.
17. SEDIMENT WILL BE REMOVED FROM BEHIND THE FILTER FABRIC FENCE WHEN IT BECOMES ABOUT ONE-THIRD OF THE HEIGHT OF THE FENCE.
18. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE HAS BEEN ESTABLISHED, STRUCTURAL CONTROLS WILL BE REMOVED AND ALL DISTURBED AREAS WILL BE RESTABILIZED.
19. AT THE COMPLETION OF THE PROJECT/CONTRACT, THE OWNER AND/OR OWNER'S REPRESENTATIVE AND THE CONTRACTOR SHALL EXAMINE THE POLLUTION PREVENTION SYSTEM BEFORE RELIEVING CONTRACTOR OF HIS MAINTENANCE RESPONSIBILITIES.

SWPPP LEGEND:

[IPB] INLET PROTECTION BARRIERS

[RFB] REINFORCED FILTER FABRIC FENCE

NOTE: SEE 34 FOR STORM WATER POLLUTION PREVENTION DETAILS



CIVIL ENGINEER:

ADICO

CONSULTING ENGINEERS

2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
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TBPE FIRM NO. 16423

BENCHMARK:
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(NAVD. 88)

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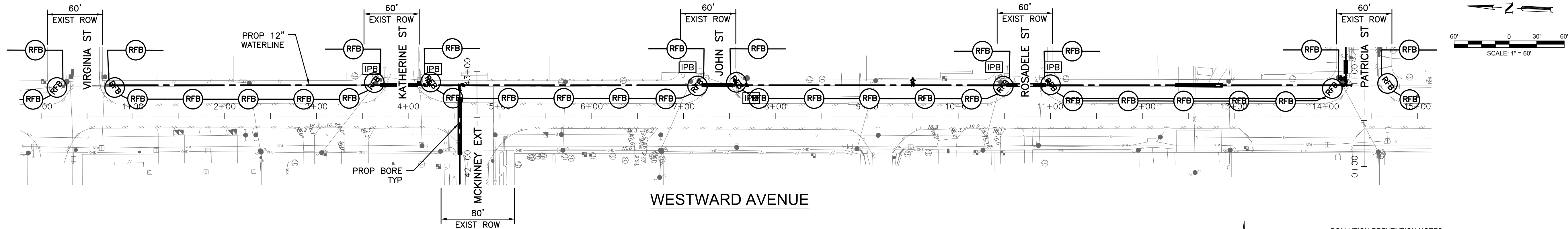
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NEWMAN RD TO STONEWALL STREET
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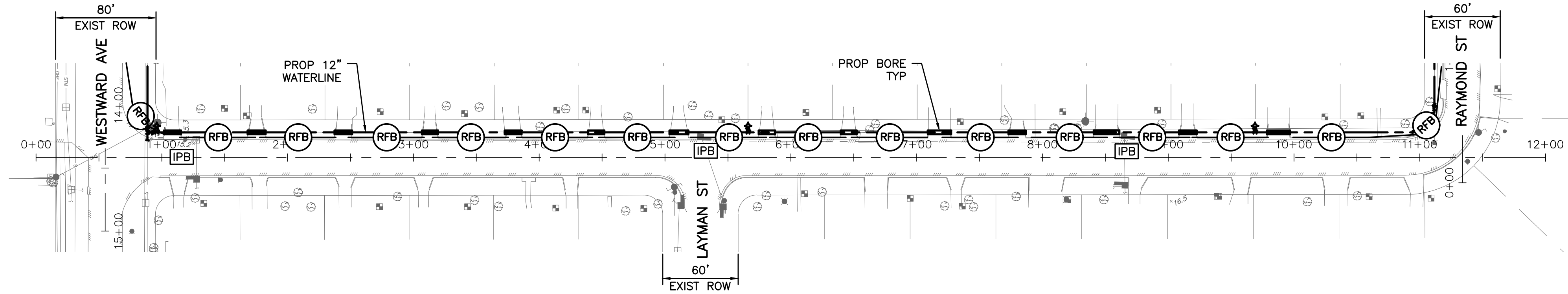
STORMWATER POLLUTION
PREVENTION PLAN
1 OF 2

ALLC PROJECT NO. 22034-01	SHEET NO.
DRAWN BY: MG	28 OF 34
CHECKED BY: BB	
DRAWING SCALE: HORIZ: 1" = 60' VERT: N/A	
DATE PLOTTED: Jan 08,2025 - 2:02pm	

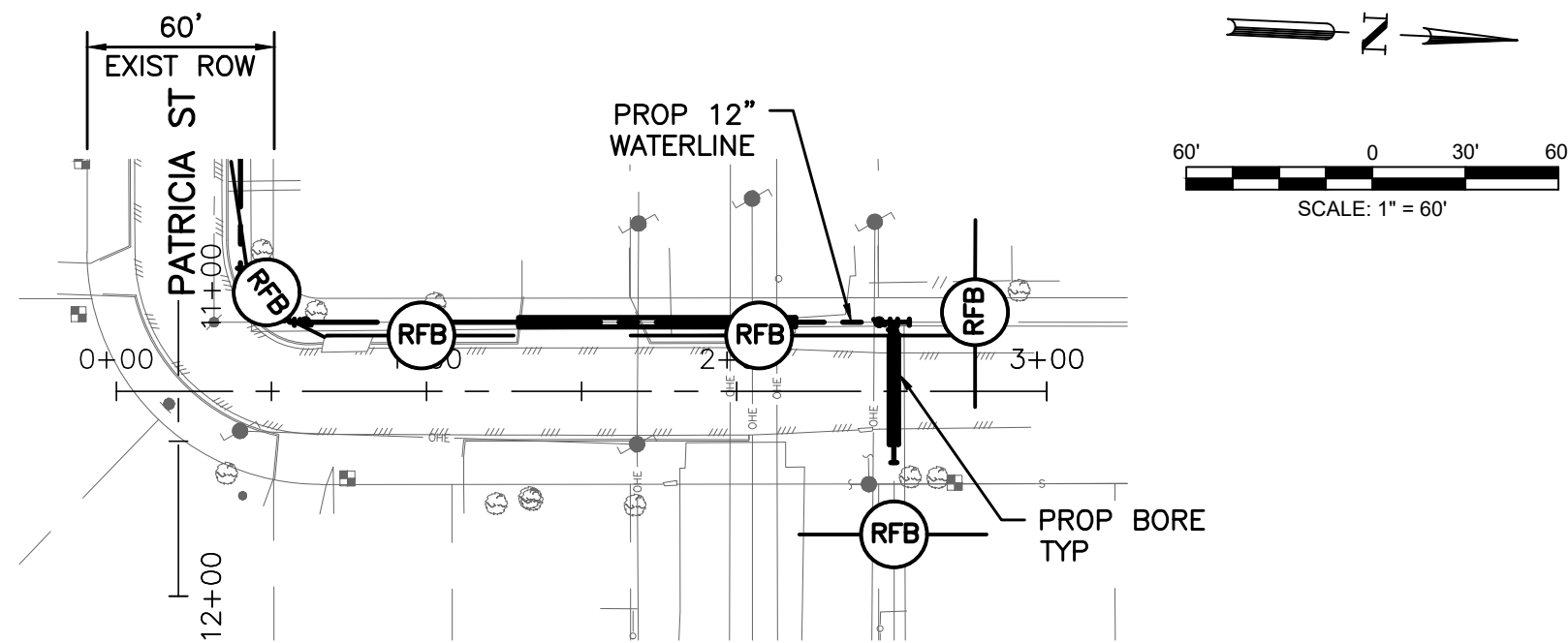
C:\Users\dlowe\adico\dropbox\adico\PROJECTS\22034-01\colm\m 1765 to stonewall\29 STORMWATER POLLUTION PREVENTION PLAN 2 OF 2.dwg Jan 08,2025--2:03pm dlowe



WESTWARD AVENUE



PATRICIA STREET



RAYMOND ST

POLLUTION PREVENTION NOTES:

1. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL INSTALL POLLUTION PREVENTION SYSTEMS AT LOCATIONS SHOWN ON PLANS.
2. IF POLLUTION PREVENTION SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER AND/OR OWNER'S REPRESENTATIVE WITH THE CONTRACTOR SHALL EXAMINE THE EXISTING POLLUTION PREVENTION SYSTEMS FOR DAMAGE PRIOR TO CONTRACTOR STARTING CONSTRUCTION OF THE CONTRACT. ANY DAMAGE NOTED AT THIS ITEM SHALL BE REPAIRED AT OWNER'S EXPENSE.
3. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES) REQUIREMENTS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ENFORCEMENT OF TPDES REQUIREMENTS PER "GENERAL REQUIREMENTS FOR PERMIT TXR150000".
5. CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING GENERAL SOURCE CONTROLS.
6. THE LOCATION OF THE STABILIZED CONSTRUCTION ACCESS IS TO BE DETERMINED BY THE CONTRACTOR.
7. ALL RESERVES AND AREAS BETWEEN BACK-OF-CURB AND RIGHT-OF-WAY SHALL BE HYDRO-MULCHED SEEDDED. ALL LOTS AND OTHER AREAS DISTURBED DURING CONSTRUCTION SHALL BE BROADCAST SEEDDED.
8. CONTRACTOR SHALL INSPECT ALL POLLUTION PREVENTION SYSTEMS SPECIFIED HEREIN, AS REQUIRED IN THE PERMIT.
9. CONTRACTOR SHALL MAINTAIN, REPAIR AND/OR REPLACE DAMAGED EROSION AND SEDIMENTATION CONTROL SYSTEMS THROUGHOUT THE DURATION OF THE CONTRACT.
10. CONTRACTOR SHALL PROVIDE PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS AND OTHER POTENTIALLY TOXIC MATERIALS.
11. CONTRACTOR SHALL LOCATE FUEL/MATERIAL STORAGE AREAS AWAY FROM STORM WATER CONVEYANCE SYSTEMS. CONTRACTOR SHALL USE A LINER UNDER ABOVE GROUND STORAGE TANKS. CONTRACTOR SHALL USE FILTER FABRIC FENCING, HAY BALES, OR BERMS AROUND FUEL STORAGE AREAS.
12. CONTRACTOR SHALL ADVISE OWNER IMMEDIATELY, VERBALLY, AND IN WRITING OF ANY FUEL OR TOXIC MATERIAL SPILLS ONTO THE PROJECT/CONSTRUCTION AREA AND THE ACTIONS TAKEN TO REMEDY THE PROBLEM.
13. CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF HIS FUELS, MATERIALS, AND CONTAMINATED EXCAVATIONS IN A LEGALLY APPROVED MANNER.
14. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATELY MAINTAINED SANITARY FACILITIES.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR STREET CLEANING, ON A DAILY BASIS, ALL MUD AND DIRT DEPOSITED ON THE EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY.
16. CONTRACTOR SHALL PROVIDE A STABILIZED CONSTRUCTION ENTRANCE/EXIT.
17. SEDIMENT WILL BE REMOVED FROM BEHIND THE FILTER FABRIC FENCE WHEN IT BECOMES ABOUT ONE-THIRD OF THE HEIGHT OF THE FENCE.
18. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE HAS BEEN ESTABLISHED, STRUCTURAL CONTROLS WILL BE REMOVED AND ALL DISTURBED AREAS WILL BE RESTABILIZED.
19. AT THE COMPLETION OF THE PROJECT/CONTRACT, THE OWNER AND/OR OWNER'S REPRESENTATIVE AND THE CONTRACTOR SHALL EXAMINE THE POLLUTION PREVENTION SYSTEM BEFORE RELIEVING CONTRACTOR OF HIS MAINTENANCE RESPONSIBILITIES.

SWPPP LEGEND:

IPB

INLET PROTECTION BARRIERS

RFB

REINFORCED FILTER FABRIC FENCE

NOTE: SEE 34 FOR STORM WATER POLLUTION PREVENTION DETAILS

CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617)
BEING A STEEL ROD IN SLEEVE LOCATED AT THE
TXDOT GALVESTON AREA ENGINEER & MAINTENANCE
FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY.
THE MARK IS IN THE NW CORNER OF THE FACILITY,
50.8 FT SOUTH OF THE CONC BASE OF LIGHT POLE,
69.2 FT SE OF THE CORNER OF A CHAIN LINK
FENCE, 54.9 NE OF THE NW CORNER OF A
ONE-STORY METAL BUILDING, AND 38 FT NW OF THE
NE OF THE SAME ONE-STORY METAL BUILDING.
(NAVD 88)

FLOODPLAIN:

ACCORDING TO THE FEDERAL EMERGENCY
MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP
FOR THE CITY OF TEXAS CITY, GALVESTON COUNTY,
TX AND INCORPORATED AREAS, COMMUNITY NO.
485514 DATED AUGUST 15, 2019 AND THE CITY OF
LA MARQUE, GALVESTON COUNTY, TX AND
INCORPORATED AREAS, COMMUNITY NO. 485486
DATED AUGUST 15, 2019, INDICATES THAT THIS
TRACT IS WITHIN ZONE "X" SHADED AS SHOWN ON
MAP & PANEL NO(s) 48167C0245G, 48167C0255G,
48167C0385G & 48167C0401G.

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction,
bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

STORMWATER POLLUTION
PREVENTION PLAN
2 OF 2

ALLC PROJECT NO. 22034-01 SHEET NO.
DRAWN BY: MG
CHECKED BY: BB
DRAWING SCALE:
HORIZ: 1" = 60'
VERT: N/A
DATE PLOTTED:
Jan 08,2025 - 2:03pm

BENCHMARK:
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69.2 FT SE OF THE CORNER OF A CHAIN LINK
FENCE, 34.8 NE OF THE NW CORNER OF A
ONE-STORY METAL BUILDING, AND 38 FT NW OF THE
NE OF THE SAME ONE-STORY METAL BUILDING.
(MWD) 881

FLOODPLAIN:
 ACCORDING TO THE FEDERAL EMERGENCY
 MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP
 FOR THE CITY OF TEXAS CITY, GALVESTON COUNTY,
 TX AND INCORPORATED AREAS, COMMUNITY NO.
 5551-D, DATED AUGUST 15, 2019 AND THE CITY OF
 LA ROQUE, GALVESTON COUNTY, TX AND
 INCORPORATED AREAS, COMMUNITY NO. 485486
 DATED AUGUST 15, 2019, INDICATES THAT THIS
 TRACT IS WITHIN ZONE "X" SHADED AS SHOWN ON
 MAP & PANEL NO. (816) 48167C0245G, 48167C0265G
 48167C0385G & (816)C0401G.

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction
bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

[illegible]

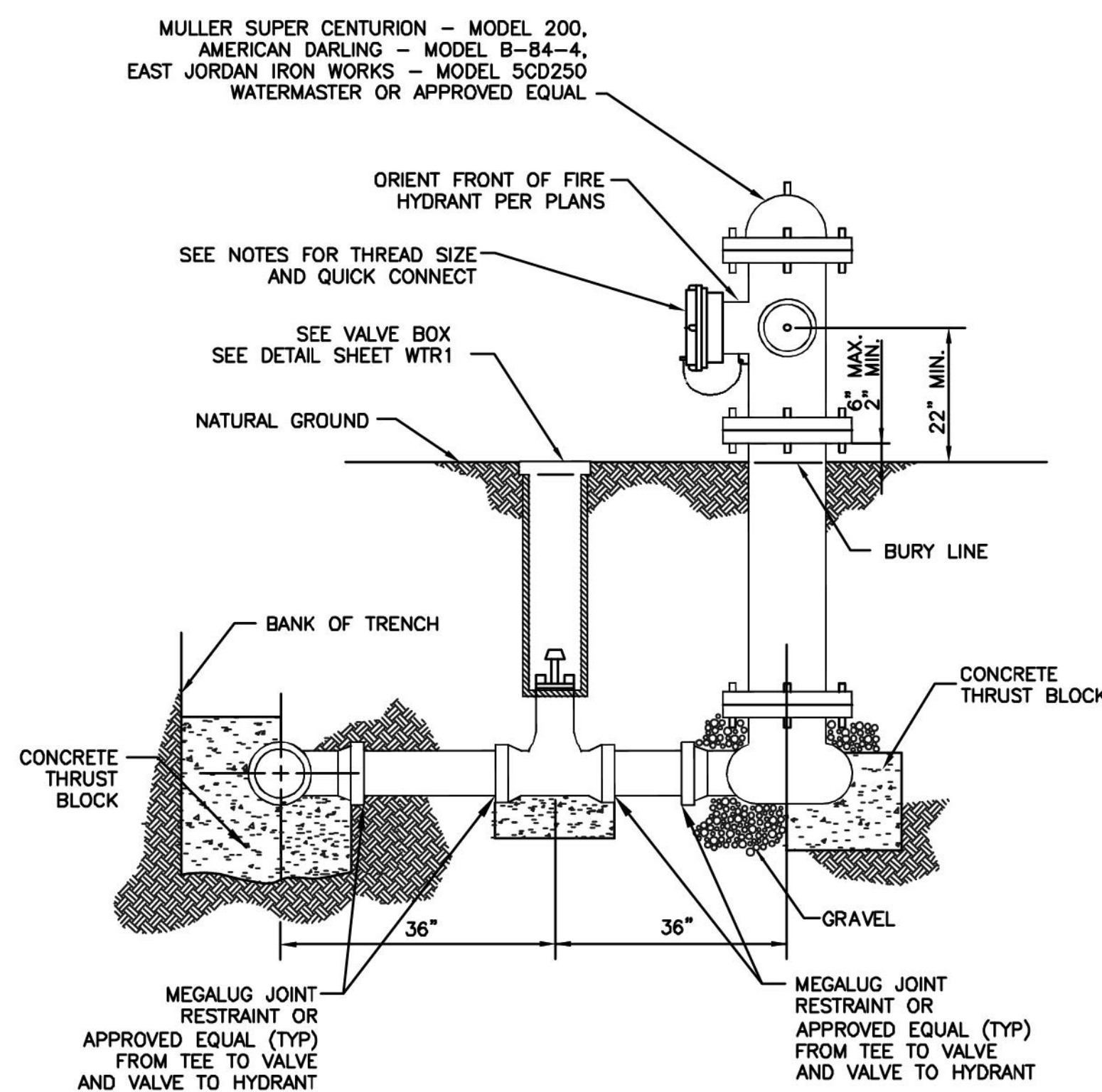
PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

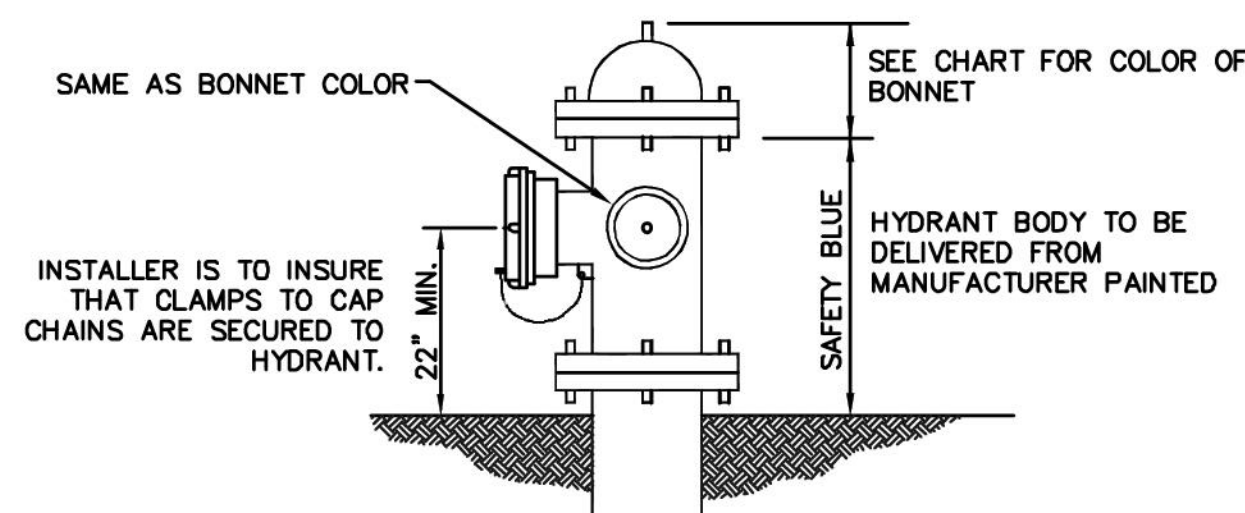
WATERLINE DETAILS
2 OF 2

ALLC PROJECT NO. 22034-01	SHEET N
DRAWN BY: MG	
CHECKED BY: BB	
DRAWING SCALE: HORZ: N/A VERT: N/A	
DATE PLOTTED: Jan 08, 2025 - 2:04pm	3

31 OF 34



1 FIRE HYDRANT



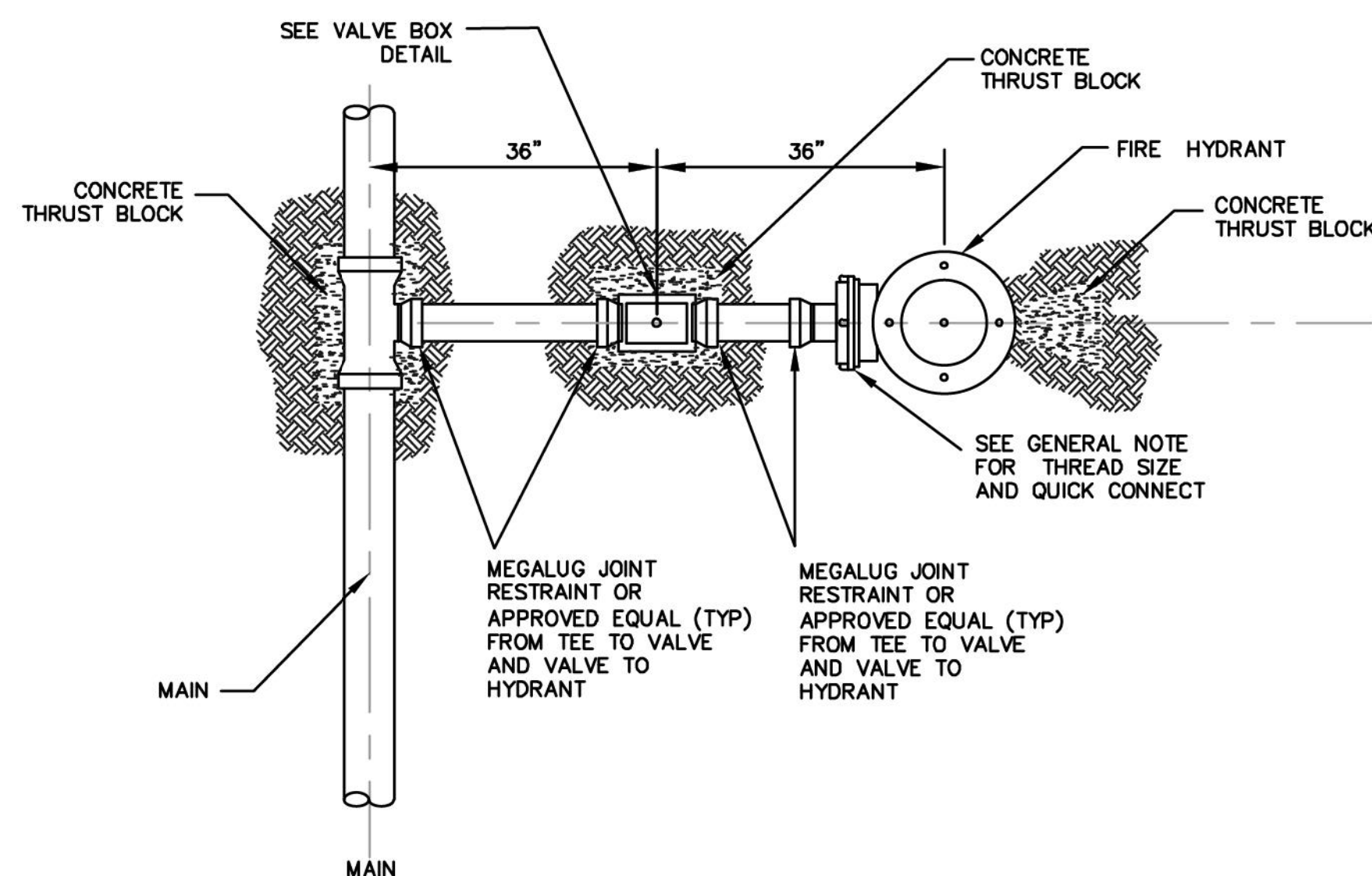
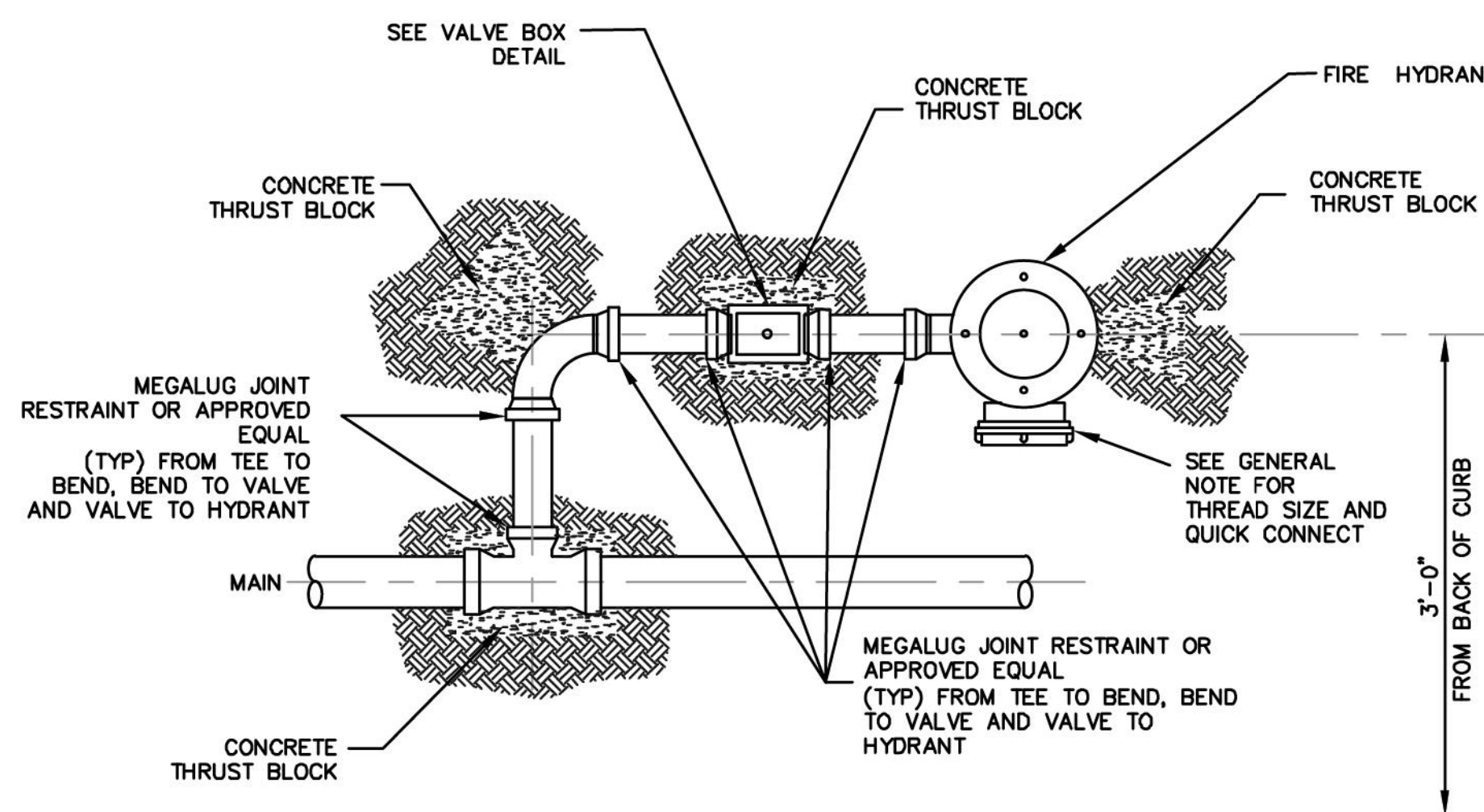
<u>COLOR CODE</u>	
FIRE HYDRANT BARREL	SAFETY RED (225A123)
FIRE HYDRANT CAPS	SAME AS BONNET COLOR

COLOR CODE (BONNETS AND CAPS)

MAIN SIZE

6"	GLOSS WHITE CODE NO. 225A100
8"	SAFETY ORANGE CODE NO. 225A122
10" AND 12"	JOHN DEERE GREEN CODE NO. 225A133
16" AND 20"	JOHN DEERE YELLOW CODE NO. 225A138
22" AND UP	SAFETY RED CODE NO. 225A123

2 FIRE HYDRANT - COLOR CODE

 **FIRE HYDRANT - PLAN**

ALTERNATE FIRE HYDRANT - PLAN

NO.	REVISIONS	DATE	NAME
△			
△			
△			
△			
△			

CITY OF LA MARQUE, TEXAS

STANDARD DETAILS



FOR INTERIM REVIEW ONLY

**DOCUMENT INCOMPLETE:
NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES**

ENGINEER: 1000X
P.E. SERIAL No. 1000X
DATE: 100X

PROJECT TITLE:

DRAWN BY:

D.P.D.

CK'D BY:

D.V.H.

SCALE:
NED

DATE:

SHEET DESCRIPTION:	WATERLINE DETAILS - 2
--------------------	-----------------------

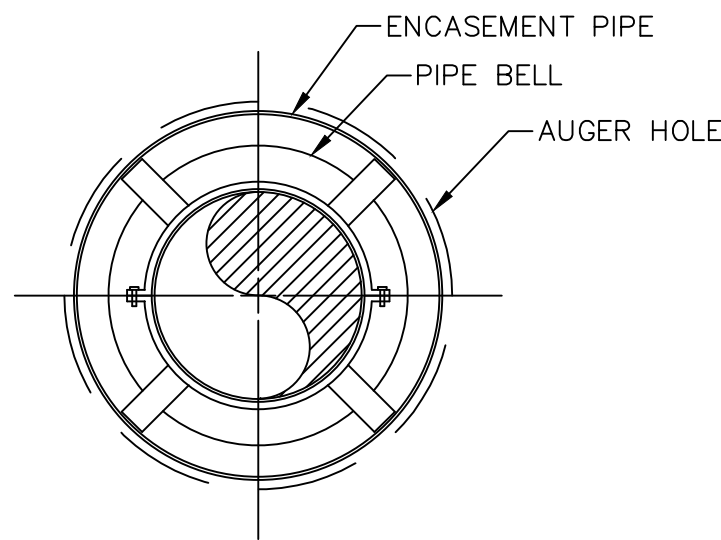
APPROVED BY: _____

APPROVED BY:

SHEET NO:

LONGITUDINAL SECTION

CASING TABLE		
NOMINAL PIPE SIZE DIA IN INCHES	MIN CASING SIZE INSIDE DIA IN INCHES	MAX SKID SUPPORT SPACING IN FEET
4	12	4.7
6	12	6.3
8	16	7.4
10	18	8.5
12	20	9.6
15	22	11.0
18	26	12.0
21	30	12.0
24	33	12.0
27	36	12.0



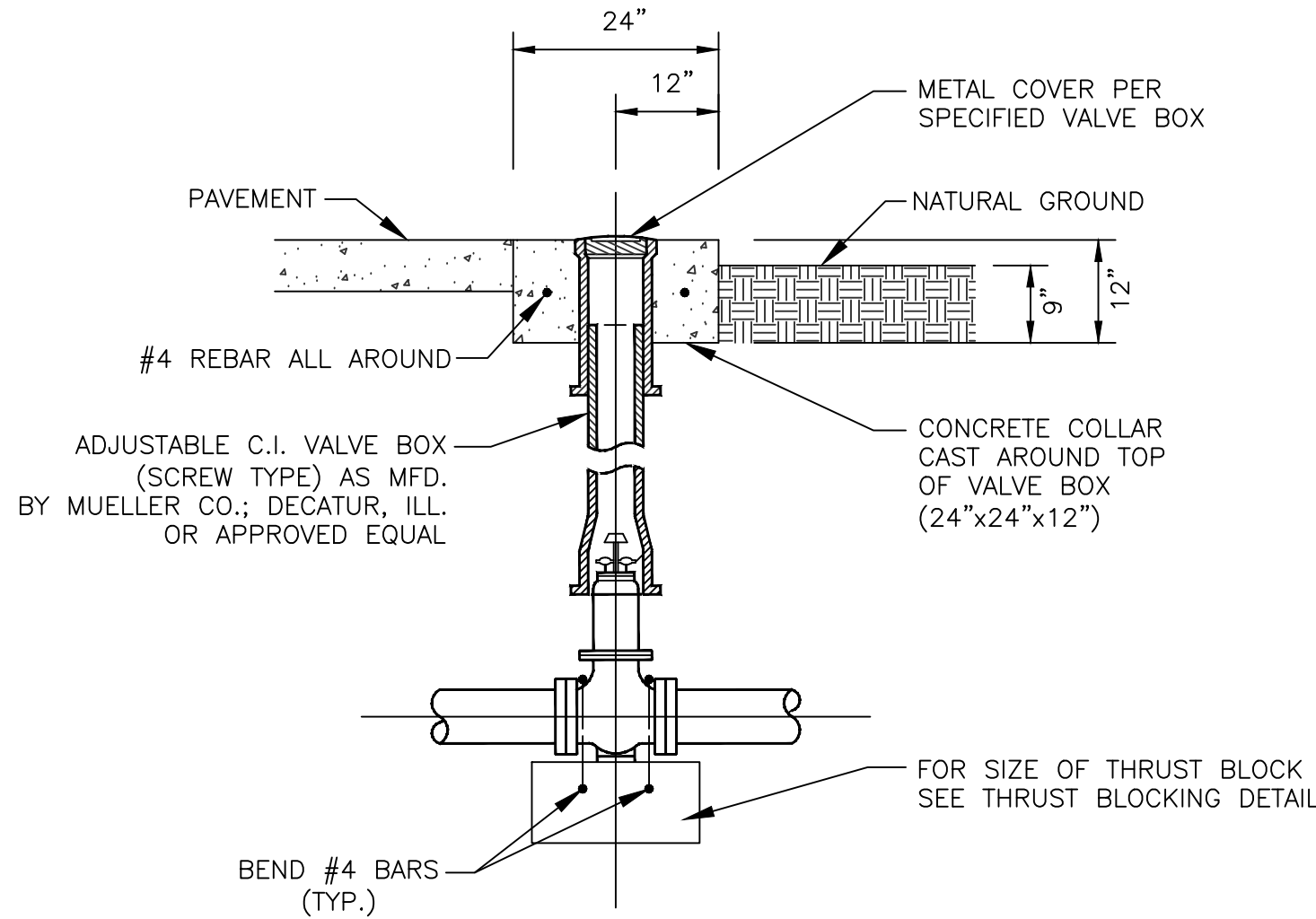
CROSS SECTION

NOTES:

1. SPACERS FOR CARRIER PIPE SHALL BE STAINLESS STEEL, NEOPRENE OR APPROVED EQUAL AND SHALL BE INSTALLED TO CENTER CARRIER PIPE WITHIN CASING WITH A MAX TOLERANCE OF $\frac{1}{2}$ " BETWEEN RUNNER AND CASING INSIDE AS WELL AS PREVENT THE CARRIER PIPE FROM RESTING ON THE BELLS WITHIN THE CASING. SEE CASING TABLE FOR SPACER DISTANCE AND NUMBER OF SPACERS.
2. SPACERS TO BE PLACED A MIN OF 1' BACK FROM EACH JOINT THAT FALLS WITHIN CASING, A GREATER SET BACK MAY BE REQUIRED FOR LARGER PIPE. SEE CASING TABLE FOR ADDITIONAL INFO ON SPACING OF SUPPORTS.
3. WHEN INSTALLING GRAVITY PIPE WITH CASING CONTRACTOR SHALL TAKE INTO CONSIDERATION PIPE GRADE SO THAT THE SEWER PIPE MAINTAINS THE PROPER FALL.
4. JOINT RESTRAINTS ARE REQUIRED ON ALL JOINTS THAT FALL UNDER OR WITHIN 10' OF HIGHWAY CROSSINGS REGARDLESS OF PIPE MATERIAL, CASED OR NOT.

STEEL PIPE CASING

SCALE: N.T.S.



REFER TO NOTES ON SHEET 19.

VALVE BOX

SCALE: N.T.S.

CIVIL ENGINEER

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCH MARK:
NGS MONUMENT TXLM REF MON 1 (PID DR7617)
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TXDOT GALVESTON AREA ENGINEER & MAINTENANCE
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(NAVD 88)

FLOODPLAIN:

ACCORDING TO THE FEDERAL EMERGENCY
MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP
FOR THE CITY OF TEXAS CITY, GALVESTON COUNTY,
TX AND INCORPORATED AREAS, COMMUNITY NO.
485514 DATED AUGUST 15, 2019 AND THE CITY OF
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12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW

Not to be used for construction,
bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

[illegible]

PROJECT OWNER:
CITY OF LA MARQUE

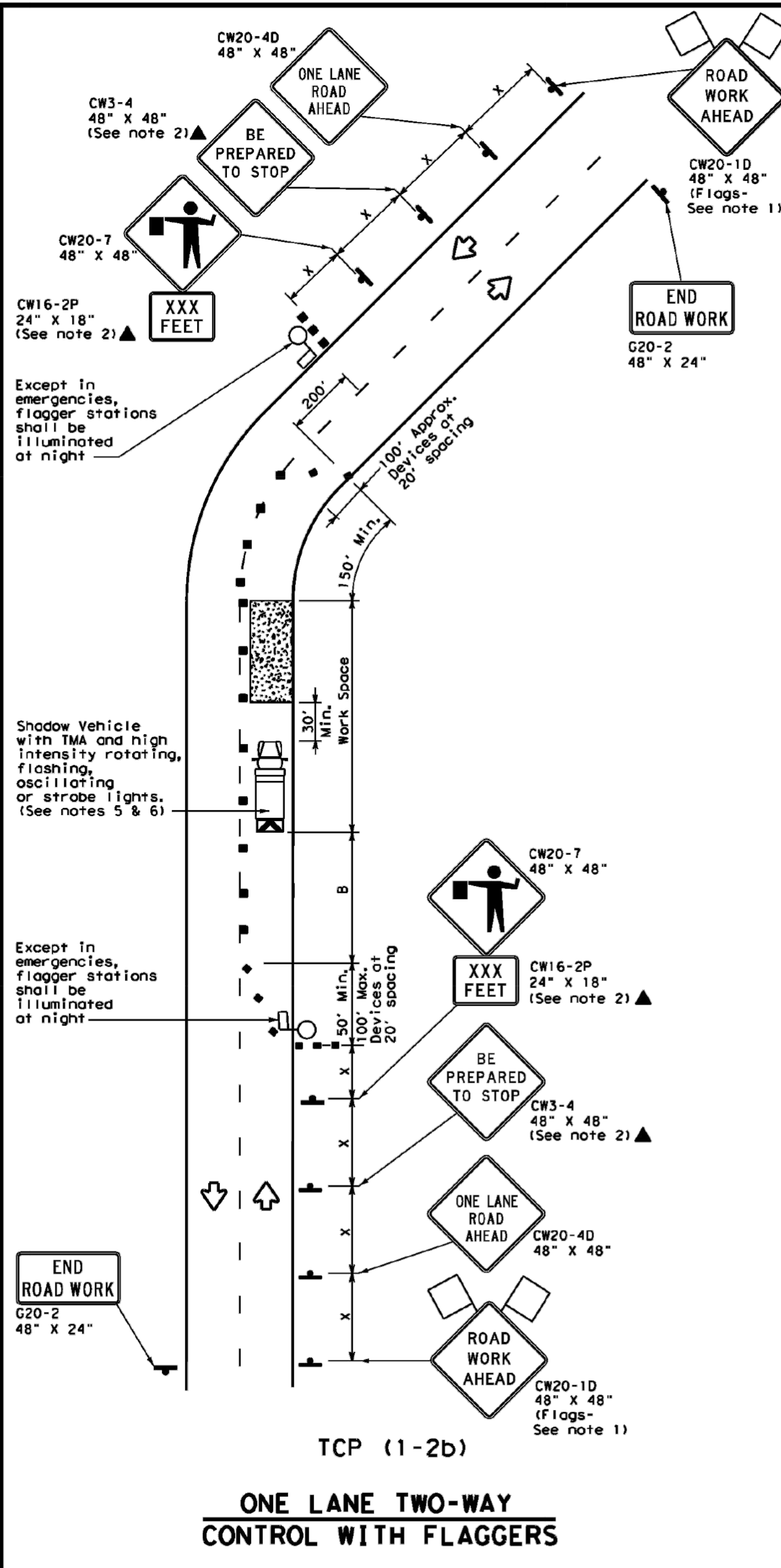
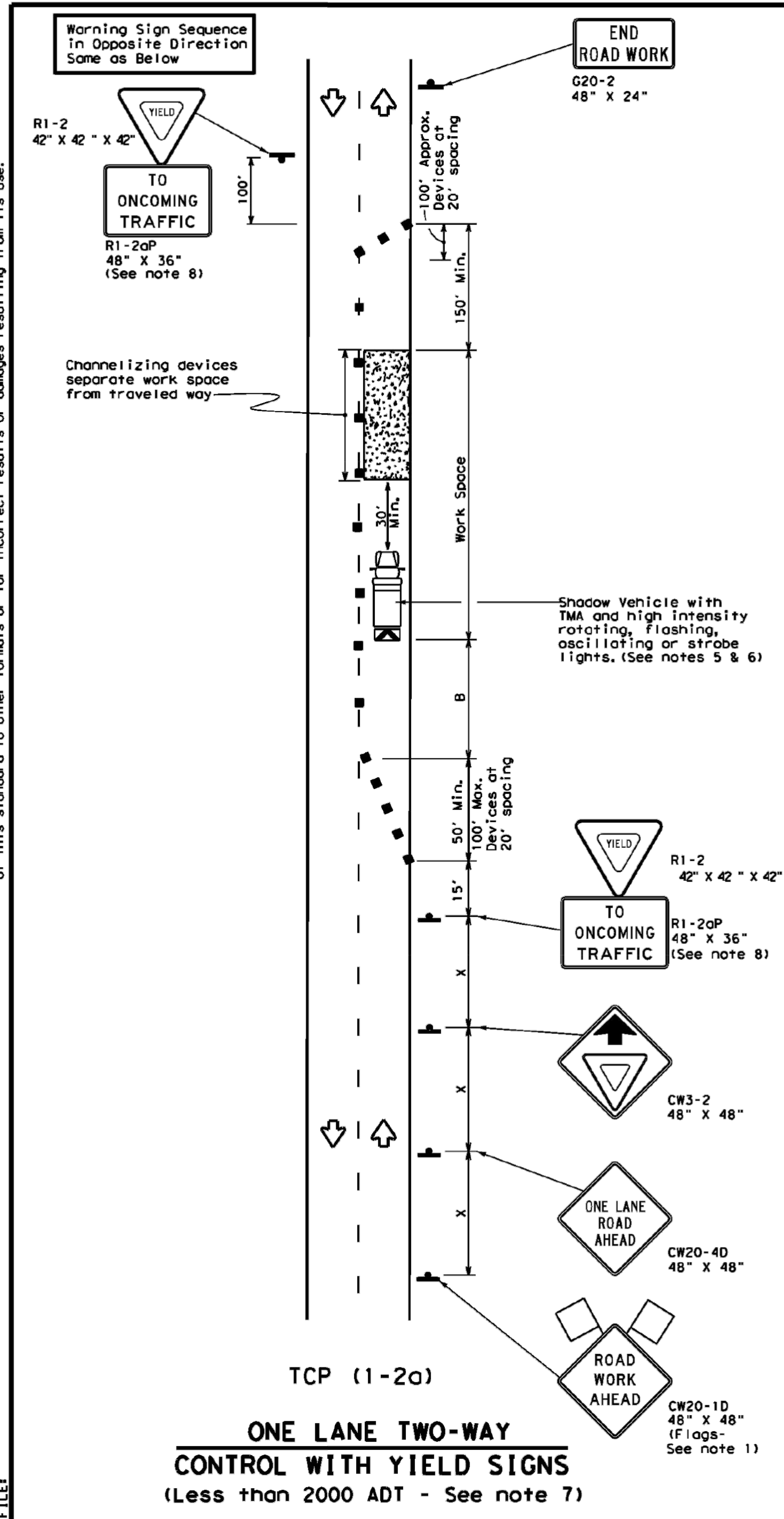
PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

MISCELLANEOUS DETAILS

ALLC PROJECT NO. 22034-01	SHEET NO.
DRAWN BY: MG	
CHECKED BY: BB	
DRAWING SCALE: HORZ: N/A VERT: N/A	
DATE PLOTTED: Jan 08, 2025 - 2:04pm	32 OF 34

DISCLAIMER: This drawing is prepared in accordance with the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths * %			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

		Traffic Operations Division Standard			
TRAFFIC CONTROL PLAN					
ONE-LANE TWO-WAY TRAFFIC CONTROL					
TCP (1-2) - 18					
FILE: tcp1-2-18.dgn	DATE: December 1985	CONT: JOB	HWY: HIGHWAY		
4-90 4-98	REVISIONS	01ST	COUNTY		
2-94 2-12					
1-97 2-18					
1152					

CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK: NGS MONUMENT TXLM REF MON 1 (PID DR7617) BEING A STEEL ROD IN SLEEVE LOCATED AT THE TxDOT GALVESTON AREA ENGINEER & MAINTENANCE FACILITY IN LA MARQUE, TX AT 5407 GULF FREEWAY. THE MARK IS IN THE NW CORNER OF THE FACILITY, 50.8 FT SOUTH OF THE CONC BASE OF LIGHT POLE, 69.2 FT SE OF THE CORNER OF A CHAIN LINK FENCE, 54.9 NE OF THE NW CORNER OF A ONE-STORY METAL BUILDING, AND 38 FT NW OF THE NE OF THE SAME ONE-STORY METAL BUILDING. (NAVD 83)

FLOODPLAIN: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF TEXAS CITY, GALVESTON COUNTY, TX AND INCORPORATED AREAS, COMMUNITY NO. 485514 DATED AUGUST 15, 2019 AND THE CITY OF LA MARQUE, GALVESTON COUNTY, TX AND INCORPORATED AREAS, COMMUNITY NO. 485486 DATED AUGUST 15, 2019, INDICATES THAT THIS TRACT IS WITHIN ZONE X1 SHOWN AS SHOWN ON MAP & PANEL NO(s) 48167C02045G, 48167C020265G, 48167C0385G & 48167C0401G.

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction, bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

TRAFFIC CONTROL PLAN

ALLC PROJECT NO. 22034-01 SHEET NO.

DRAWN BY: MG

CHECKED BY: BB

DRAWING SCALE:

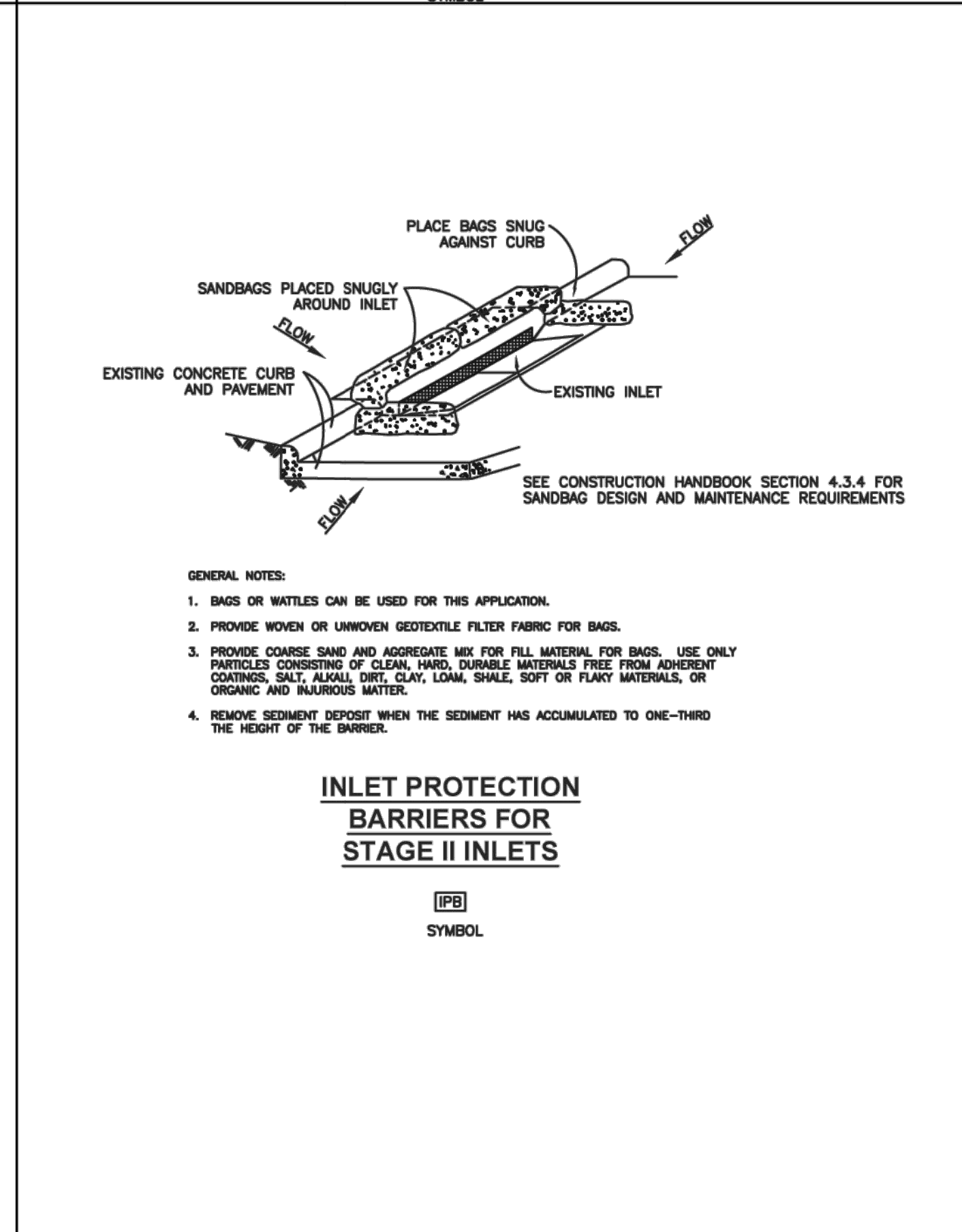
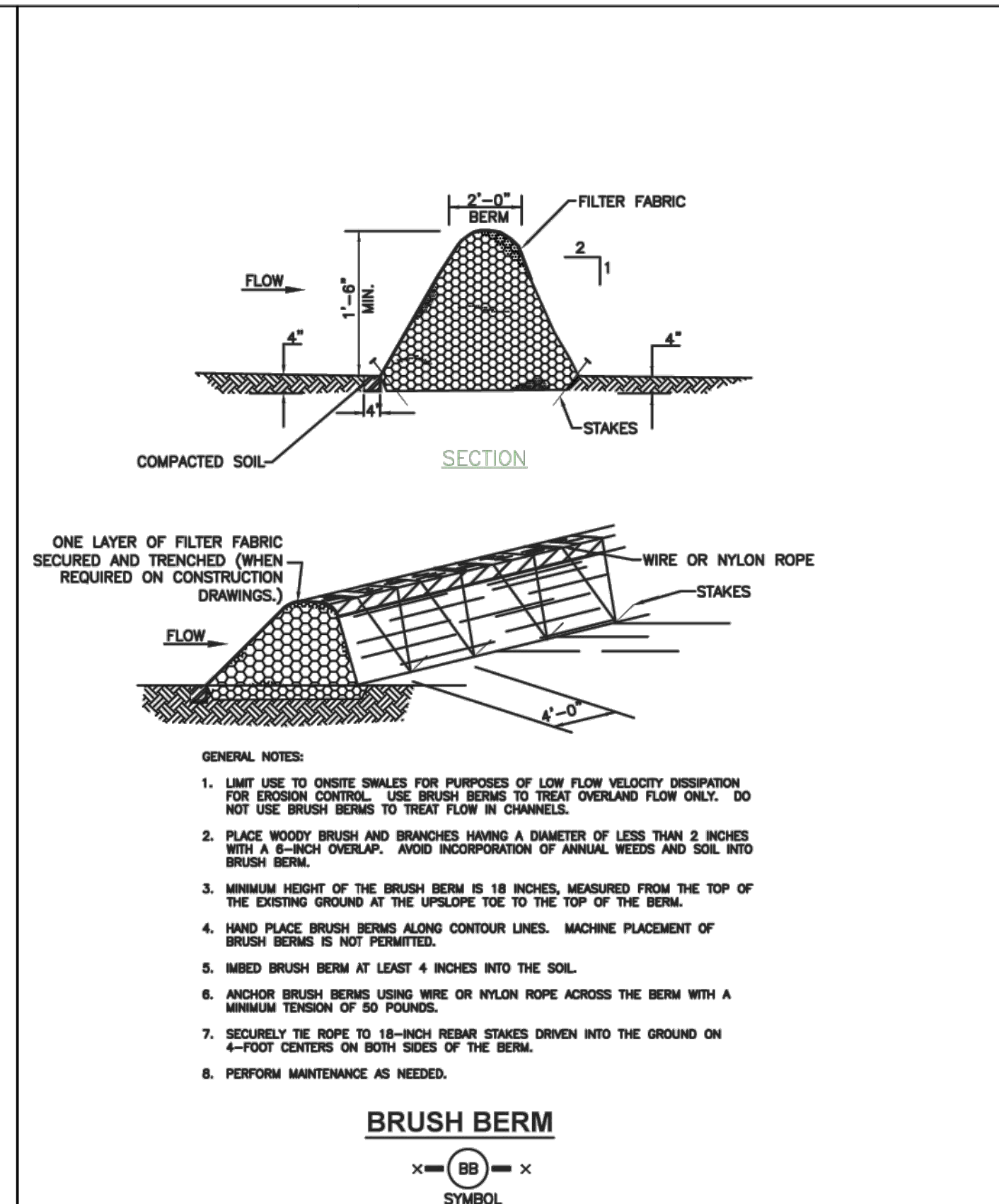
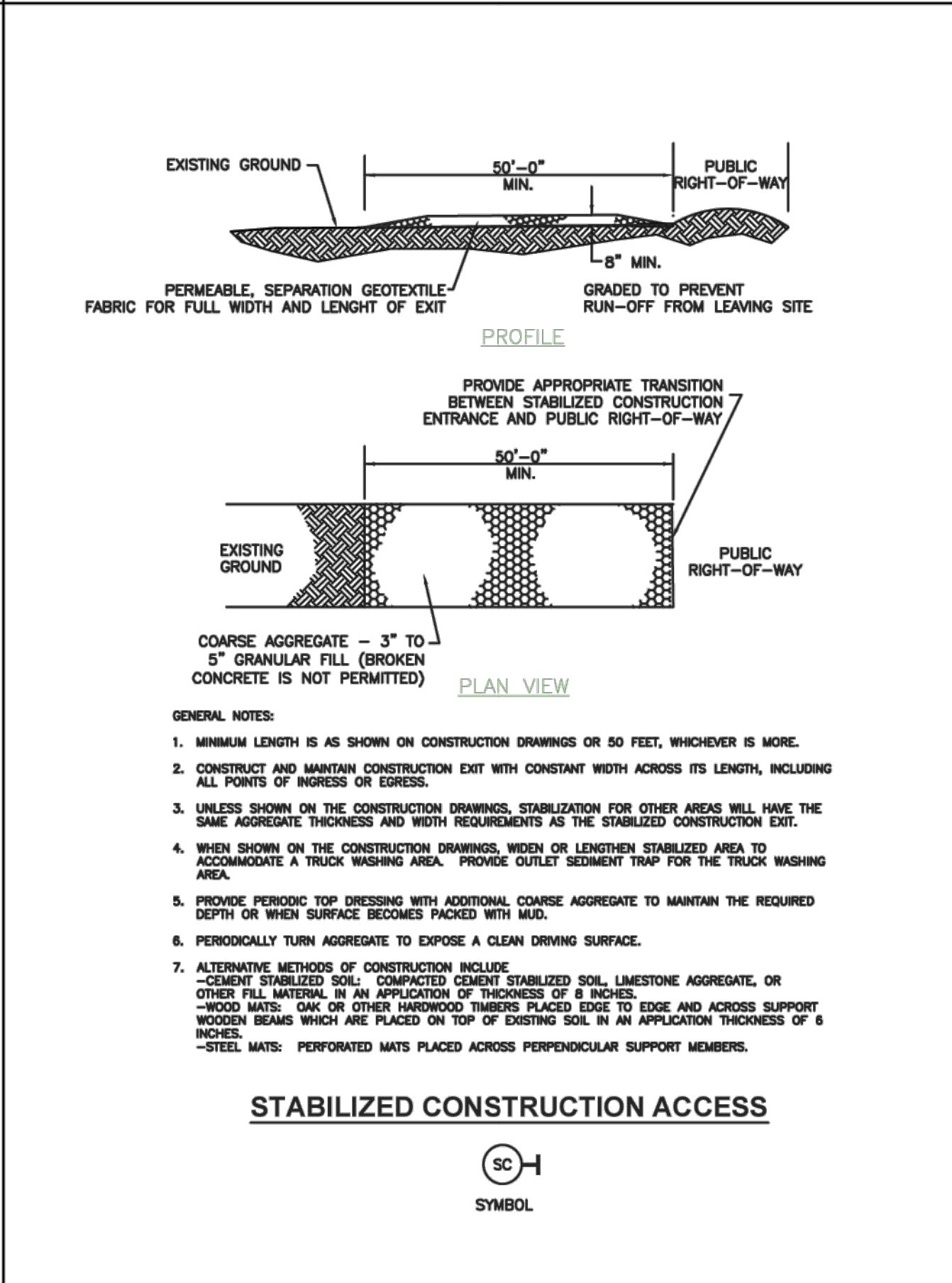
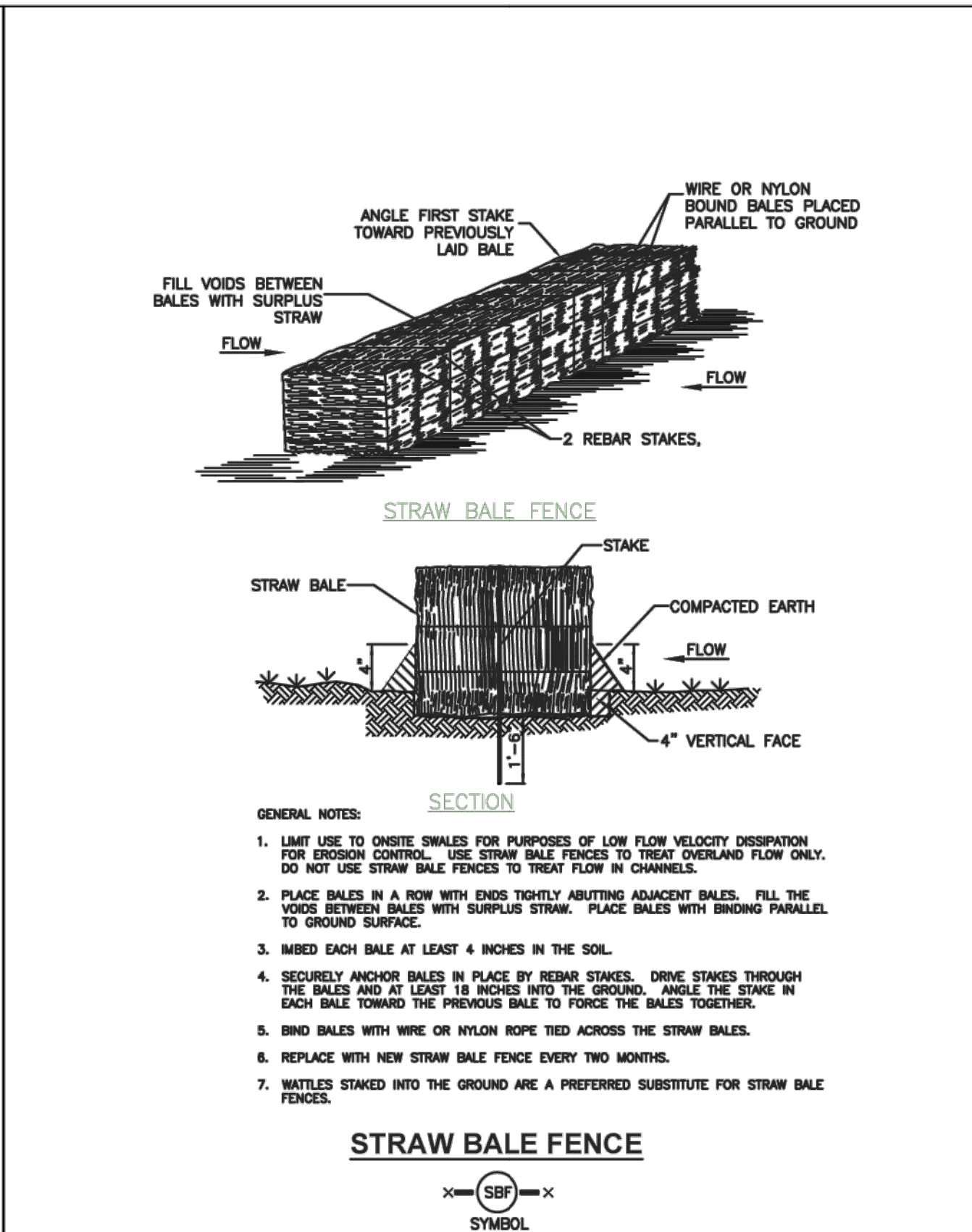
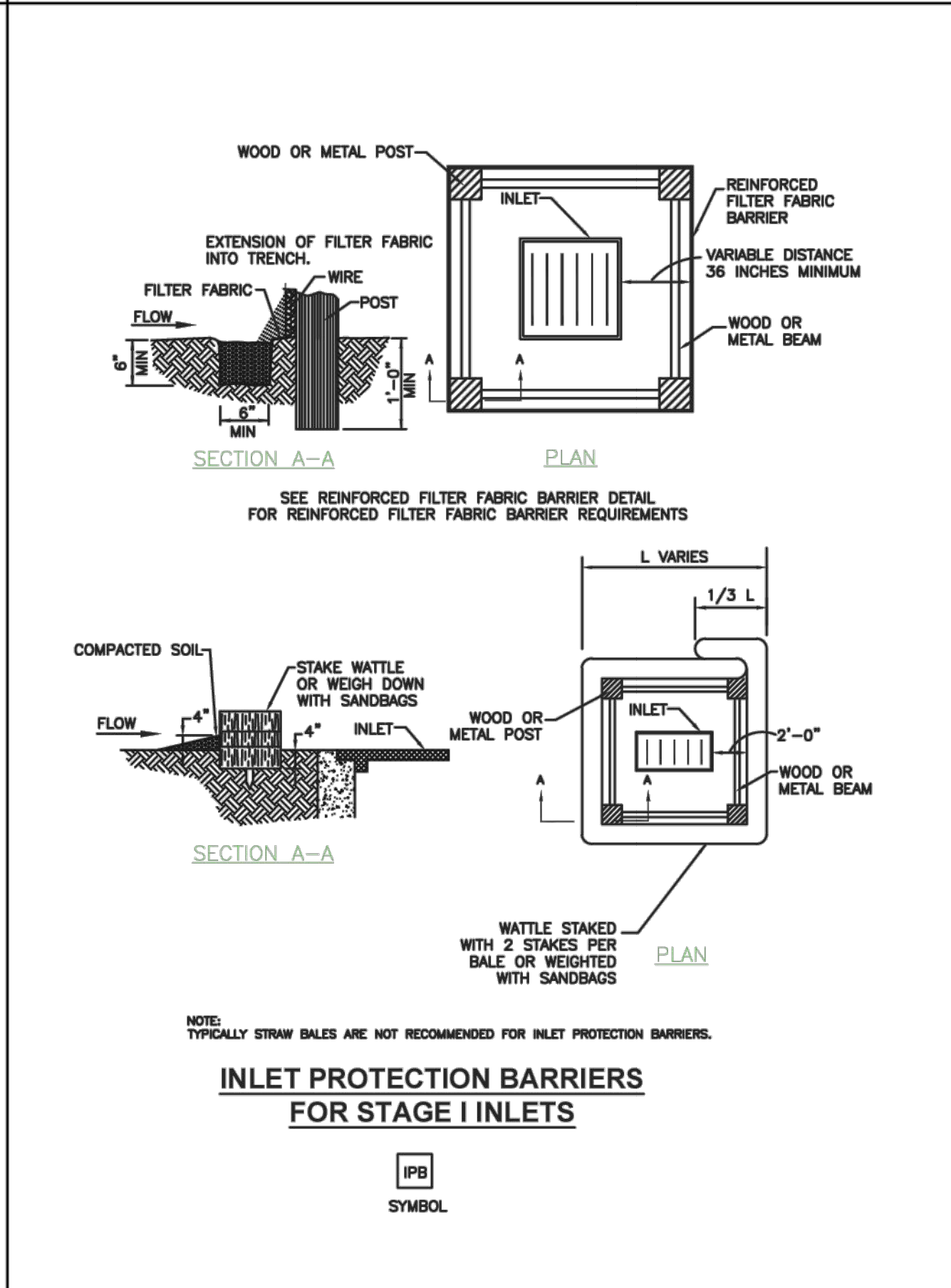
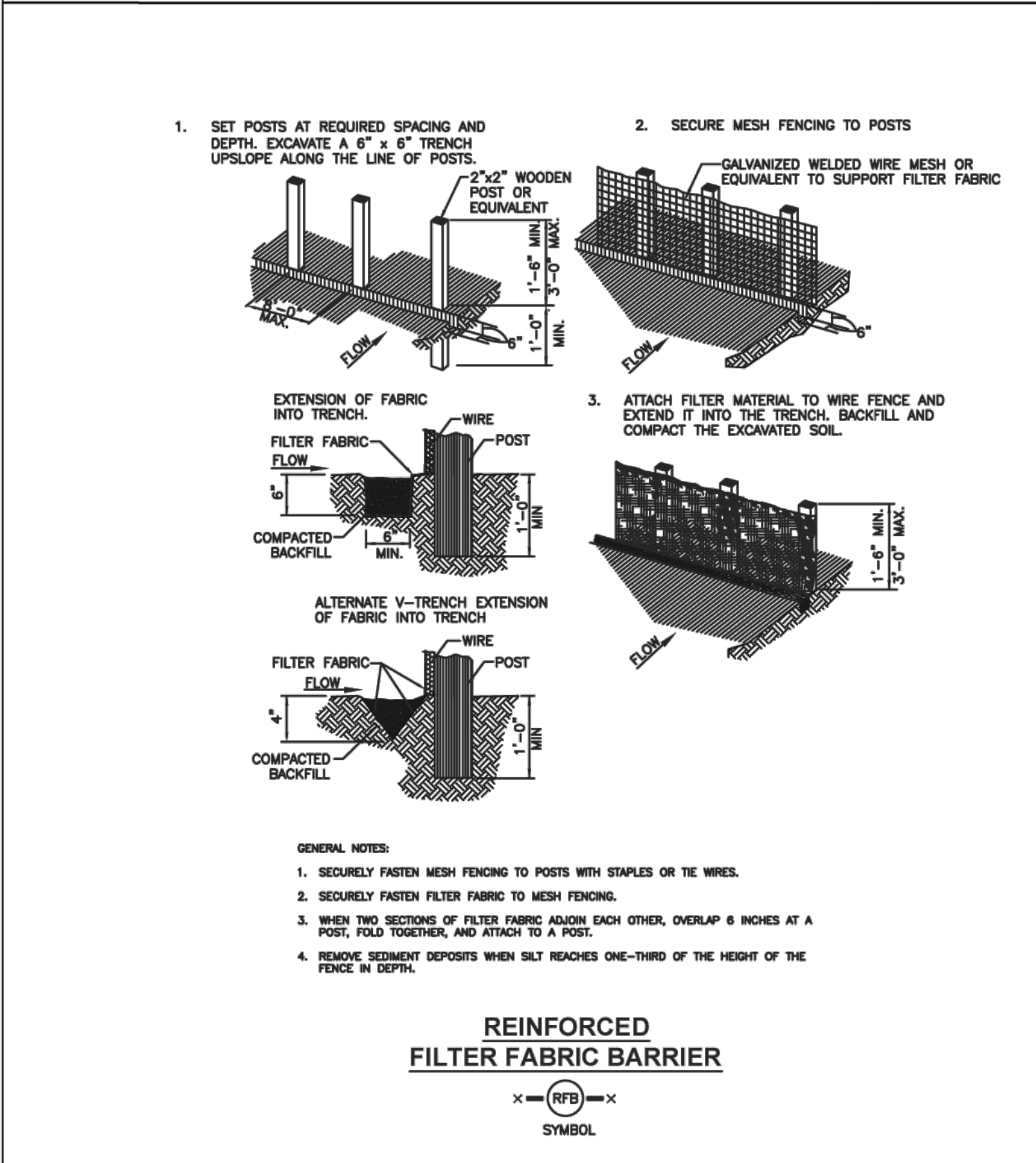
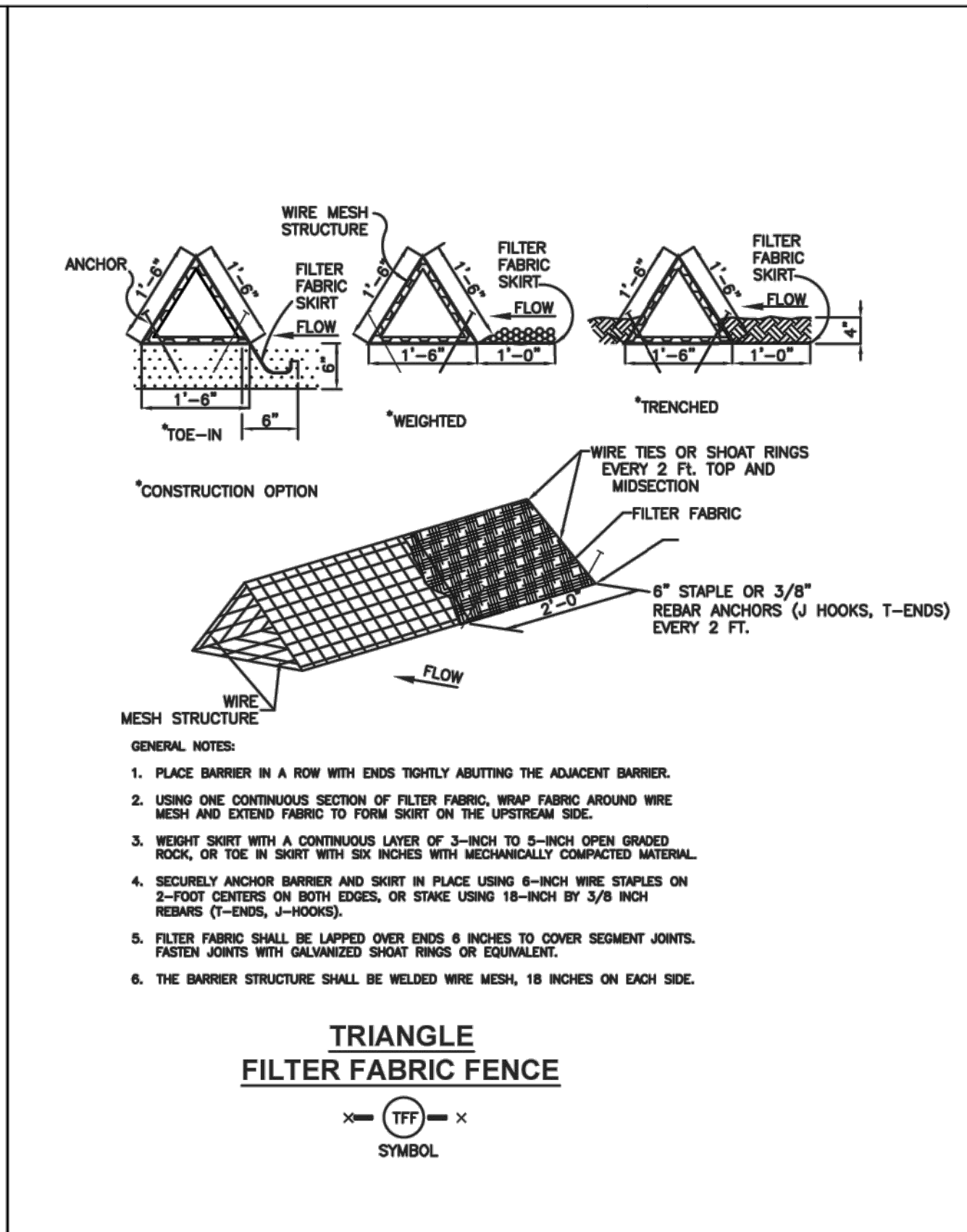
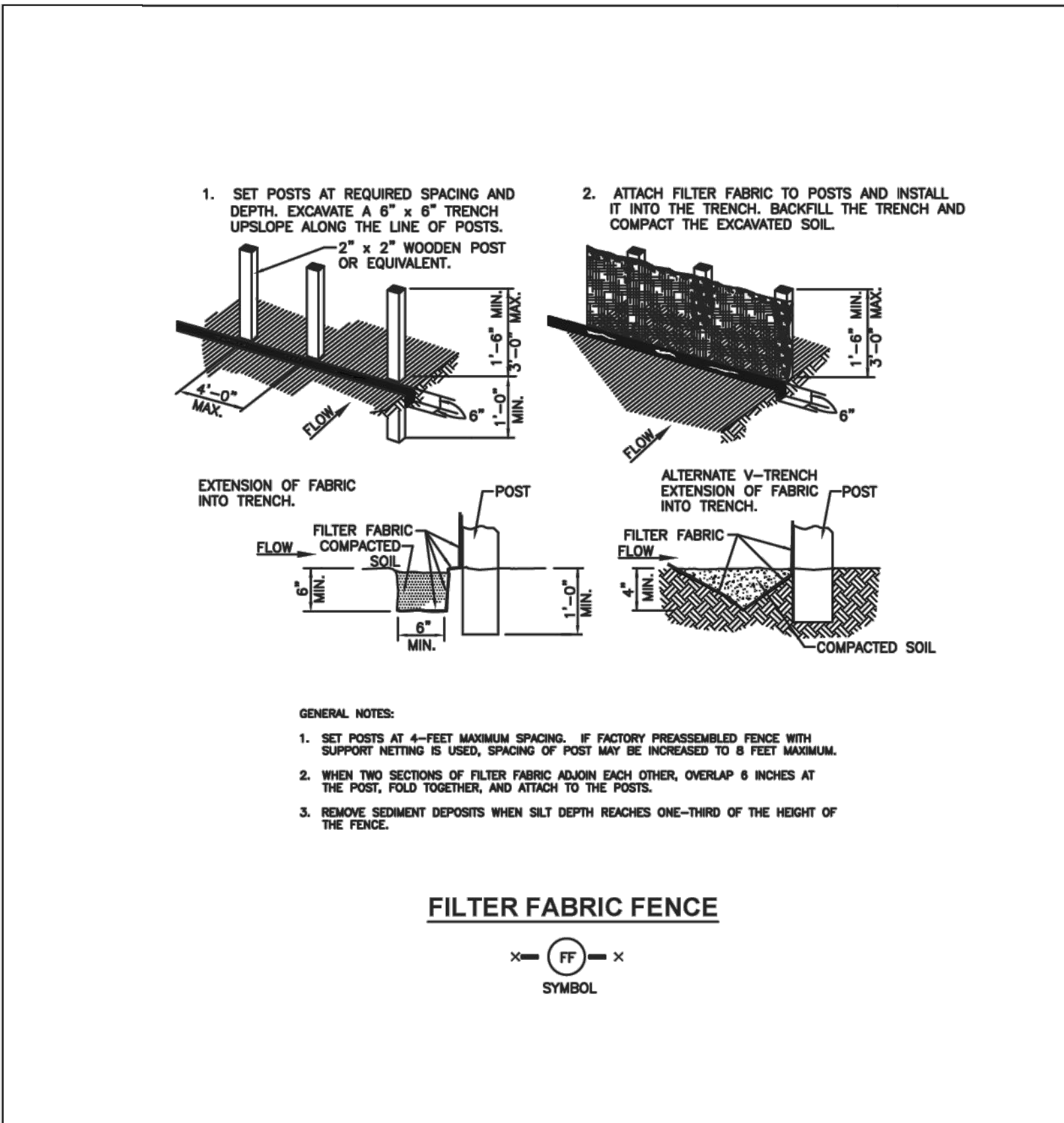
HORIZ: N/A

VERT: N/A

DATE PLOTTED:

Jan 08:2025 - 2:04pm

C:\Users\dlove\adico dropbox\adico\PROJECTS\22034-01 colm fm 1765 to stonewall\impact fee hp\6 - drawings\newman to stonewall\34 STORMWATER POLLUTION PREVENTION DETAILS.dwg Jan 08,2025--2:05pm dlove



NO.	REVISIONS	DATE	NAME
▲			
▲			
▲			
▲			

CITY OF LA MARQUE, TEXAS STANDARD DETAILS



FOR INTERIM REVIEW ONLY

**DOCUMENT INCOMPLETE:
NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES**

ENGINEER: 10001
P.E. SERIAL No. 10001
DATE: 1001

PROJECT TITLE:		SHEET NO:
DRAWN BY: D.P.O.	SHEET DESCRIPTION: STORM WATER POLLUTION PREVENTION PLAN	
CHECKED BY: D.V.H.		
SCALE: N.T.S.		
DATE:	APPROVED BY:	

CIVIL ENGINEER:

ADICO

CONSULTING ENGINEERS

2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:
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BEING A STEEL ROD IN SLEEVE LOCATED AT THE
TXDOT GALVESTON AREA ENGINEER & MAINTENANCE
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50.8 FT SOUTH OF THE CONC. BASE OF LIGHT POLE,
69.2 FT SE OF THE CORNER OF A CHAIN LINK
FENCE, 54.9 NE OF THE NW CORNER OF A
ONE-STORY METAL BUILDING, AND 38 FT NW OF THE
NE OF THE SAME ONE-STORY METAL BUILDING.
(NAVD 83)

FLOODPLAIN:
ACCORDING TO THE FEDERAL EMERGENCY
MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP
FOR THE CITY OF TEXAS CITY, GALVESTON COUNTY,
TX AND INCORPORATED AREAS, COMMUNITY NO.
485514 DATED AUGUST 15, 2019 AND THE CITY OF
LA MARQUE, GALVESTON COUNTY, TX AND
INCORPORATED AREAS, COMMUNITY NO. 485486
DATED AUGUST 15, 2019, INDICATES THAT THIS
TRACT IS WITHIN ZONE X-1 SHADDED AS SHOWN ON
MAP & PANEL NO.(s) 48167C0245G, 48167C0265G,
48167C0385G & 48167C0401G.

12-INCH WATER DISTRIBUTION LINE
FROM NEWMAN ROAD TO STONEWALL STREET
TO SERVE CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423

INTERIM REVIEW
Not to be used for construction,
bidding or permit purposes.

Engineer: BRENT BERTHIER, P.E.

PE License No.: 108493

Date: 09-11-2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
NEWMAN RD TO STONEWALL STREET
LA MARQUE, TX 77568

STORMWATER POLLUTION
PREVENTION DETAILS

ALLC PROJECT NO. 22034-01 SHEET NO.

DRAWN BY:	MG
CHECKED BY:	BB
DRAWING SCALE:	
HORIZ: N/A	
VERT: N/A	
DATE PLOTTED:	
Jan 08,2025 - 2:05pm	

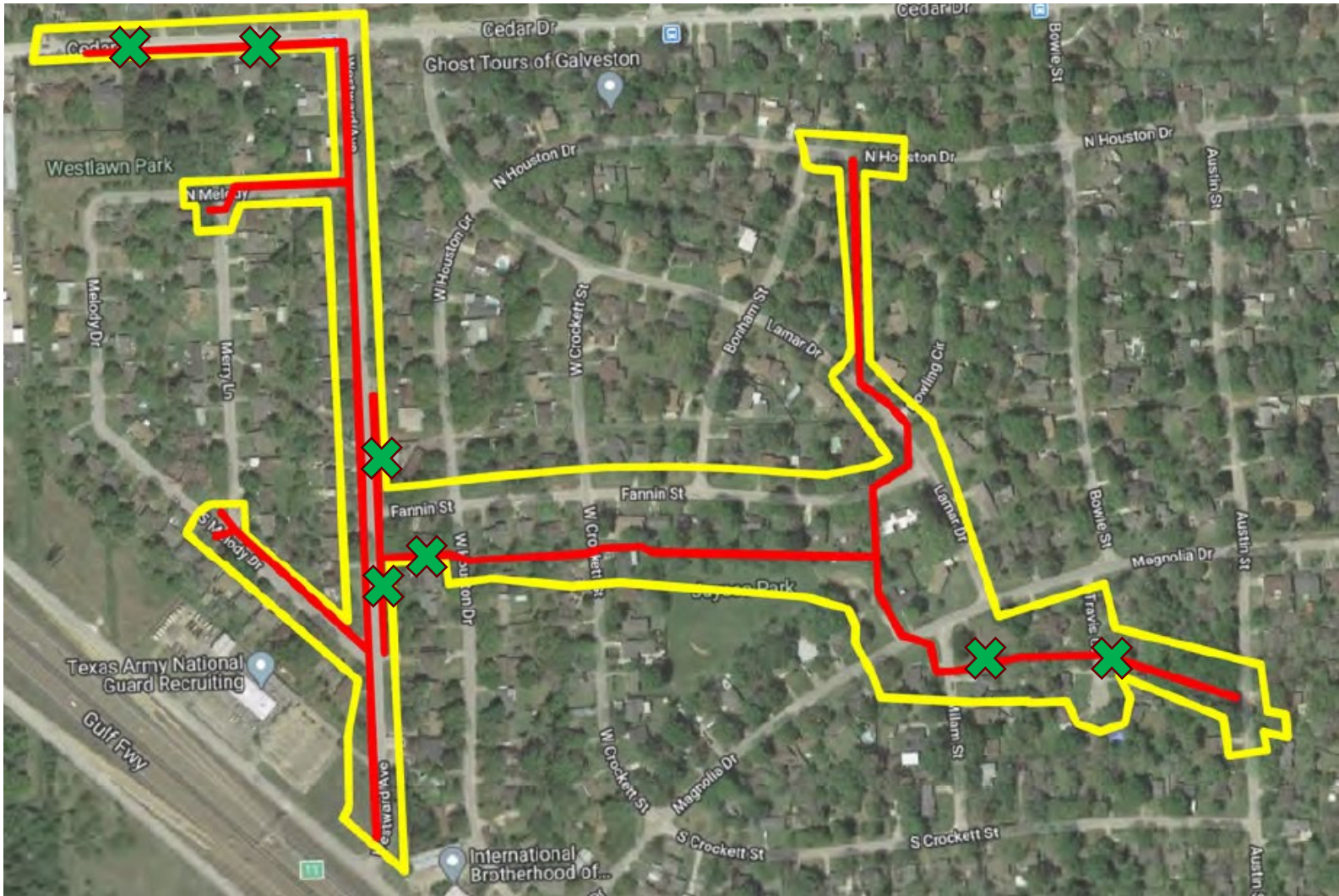
City of La Marque

Public Infrastructure Projects Update

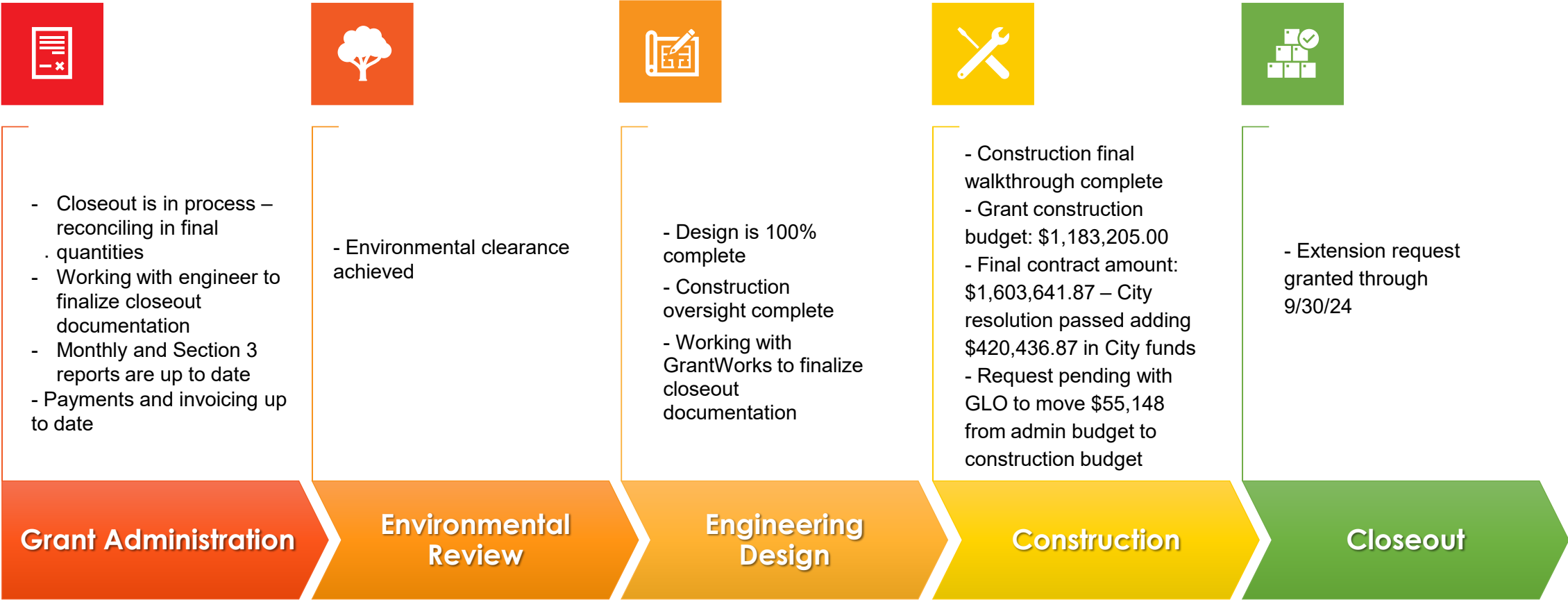
September 2024

La Marque C287 – Westlawn Drainage - \$1,447,527.00

-  Project Site
-  Drainage Improvements
-  Areas not completed



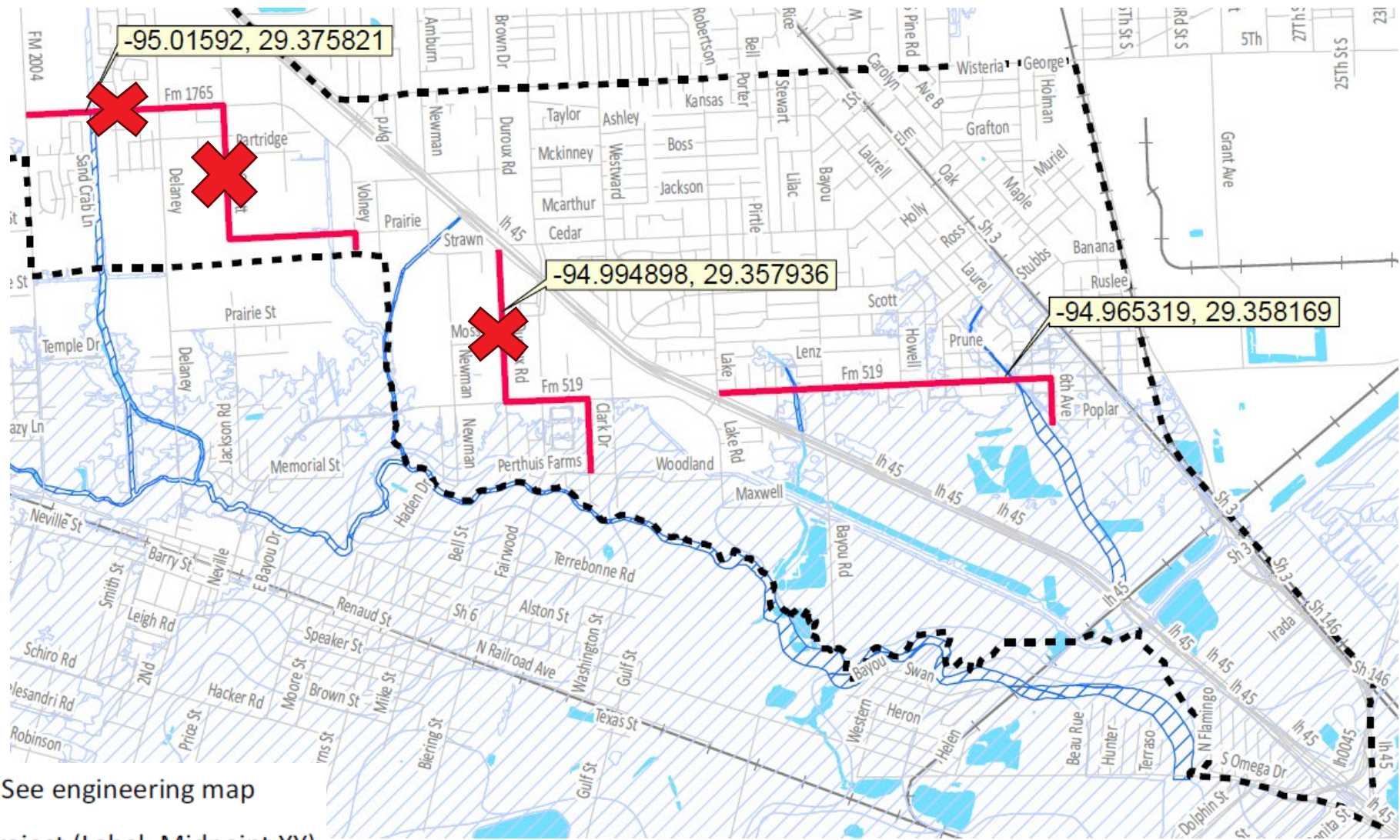
La Marque C287 – Westlawn Drainage – \$1,447,527.00



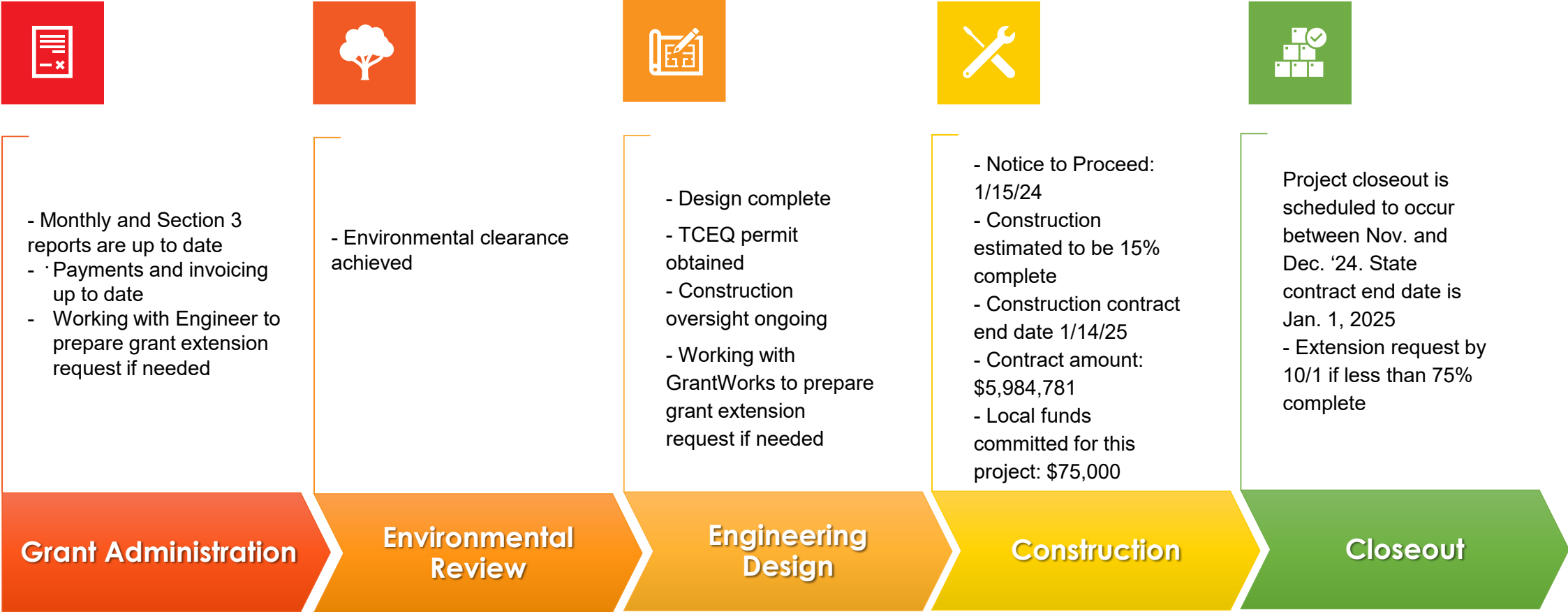
Brief Project Description: Replace storm sewer culverts, regrade roadside ditches, install outfall ditches with associated pavement repair.

La Marque D208 – Sewer CIPP & Manholes - \$7,493,145.00

✖ Sections not lined

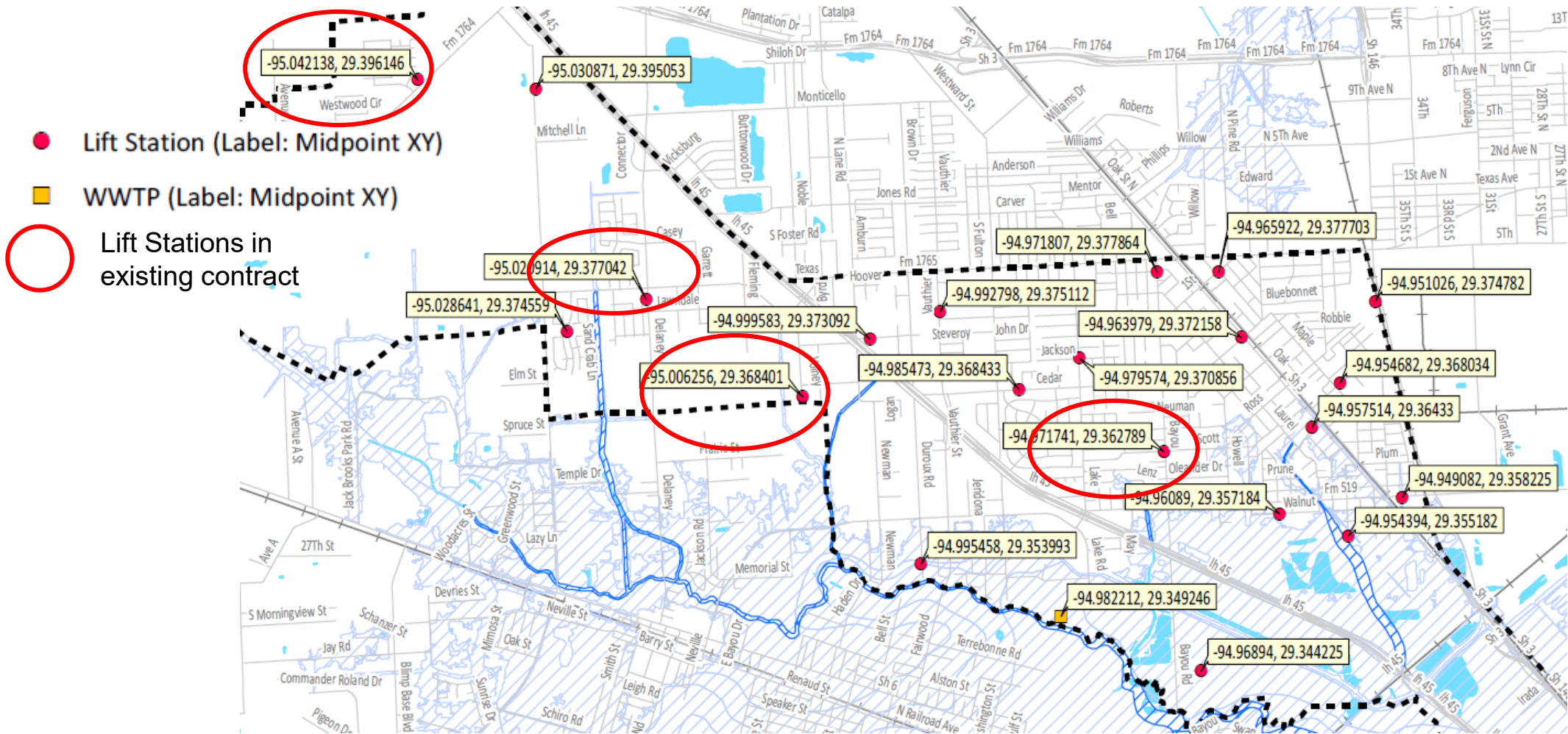


La Marque D208 – Sewer & Manholes - \$7,493,145.00

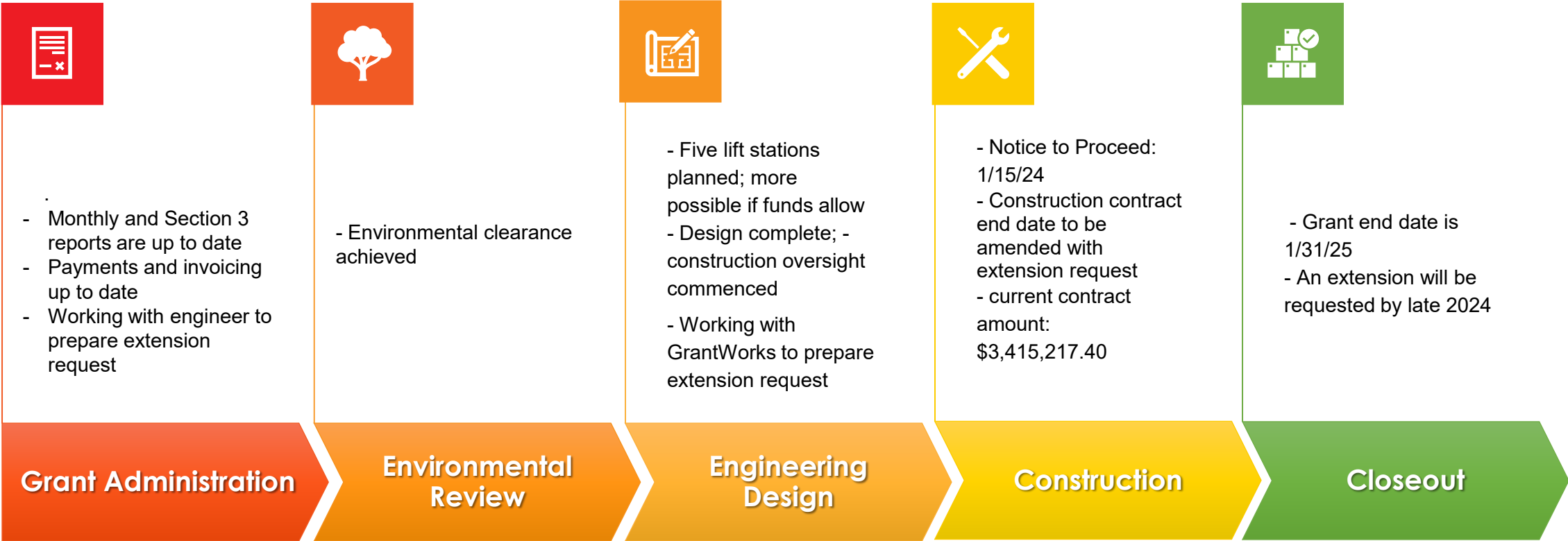


Brief Project Description: Rehabilitate the inflow and infiltration of up to 682 manholes and 27,830 linear feet of sewer lines

La Marque D223 – WWTP & Lift Stations – \$48,904,004.00

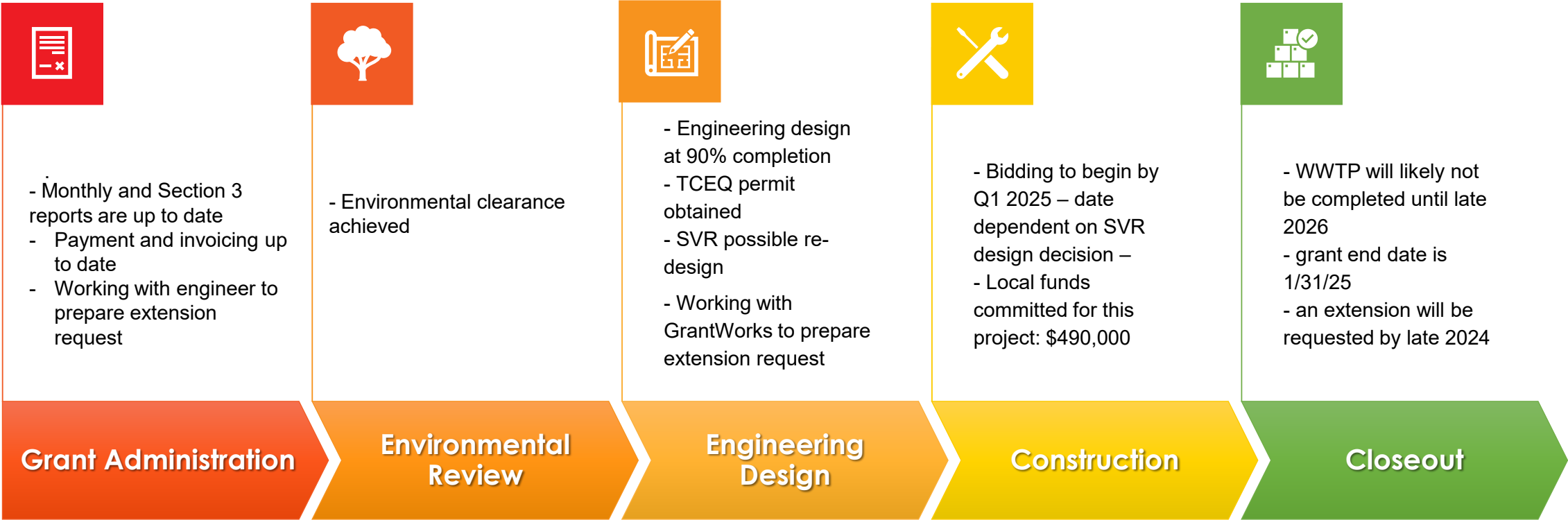


La Marque D223 – Priority Lift Stations – \$3,415,217.40



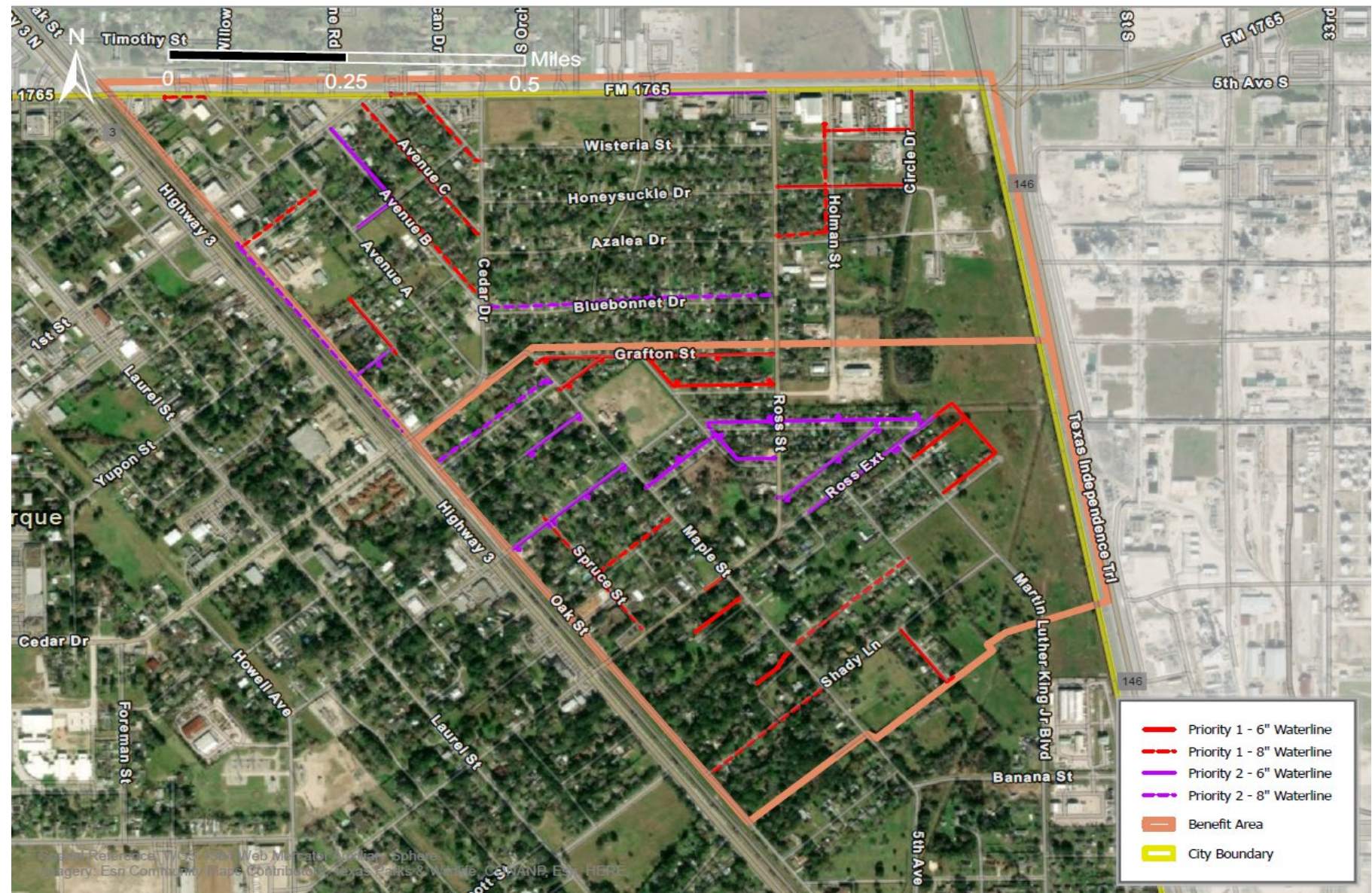
Brief Project Description: Convert lift stations to self-priming pumps as well as increase capacity of City's lift stations, add emergency back up pump at each lift station.

La Marque D223 – Wastewater Treatment Plant – \$48,904,004.00

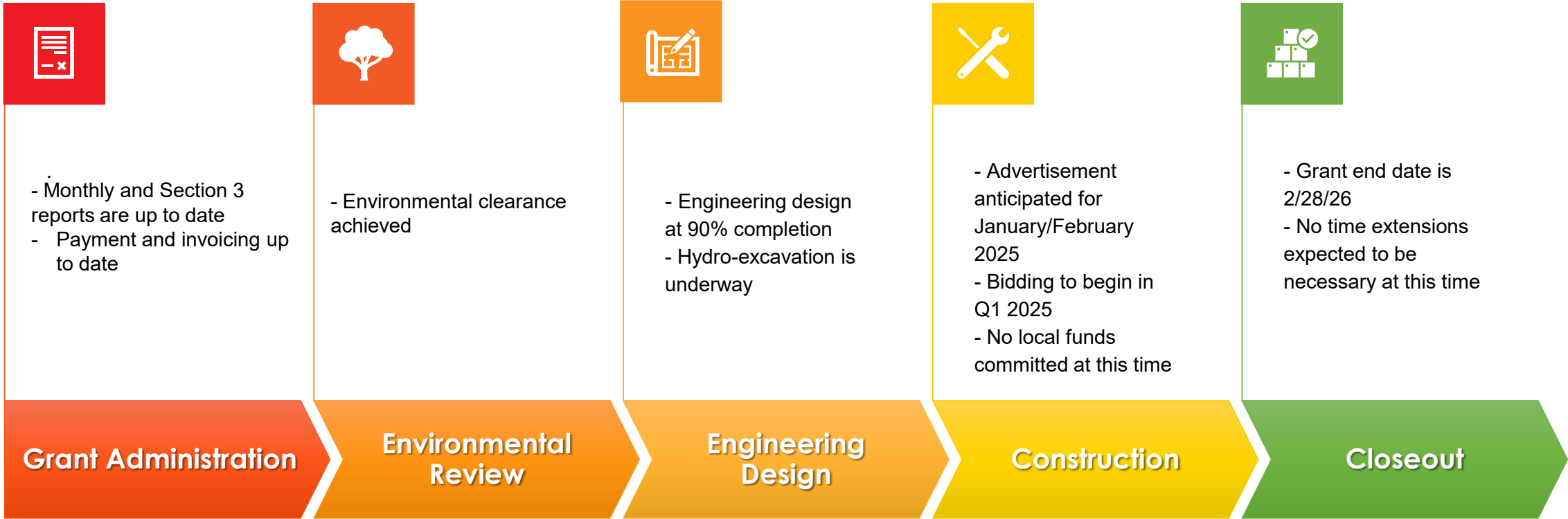


Brief Project Description: Elevate existing WWTP walls as well as new WWTP to raise above the 100-year flood plain elevation

La Marque E168 – Waterline Rehabilitation for Areas 6 & 7- \$4,165,500.00



La Marque E168 – Waterline Rehabilitation for Areas 6 & 7- \$4,165,500.00



Brief Project Description: Install waterlines and fire hydrants, resurface the road and complete associated appurtenances.

City of La Marque

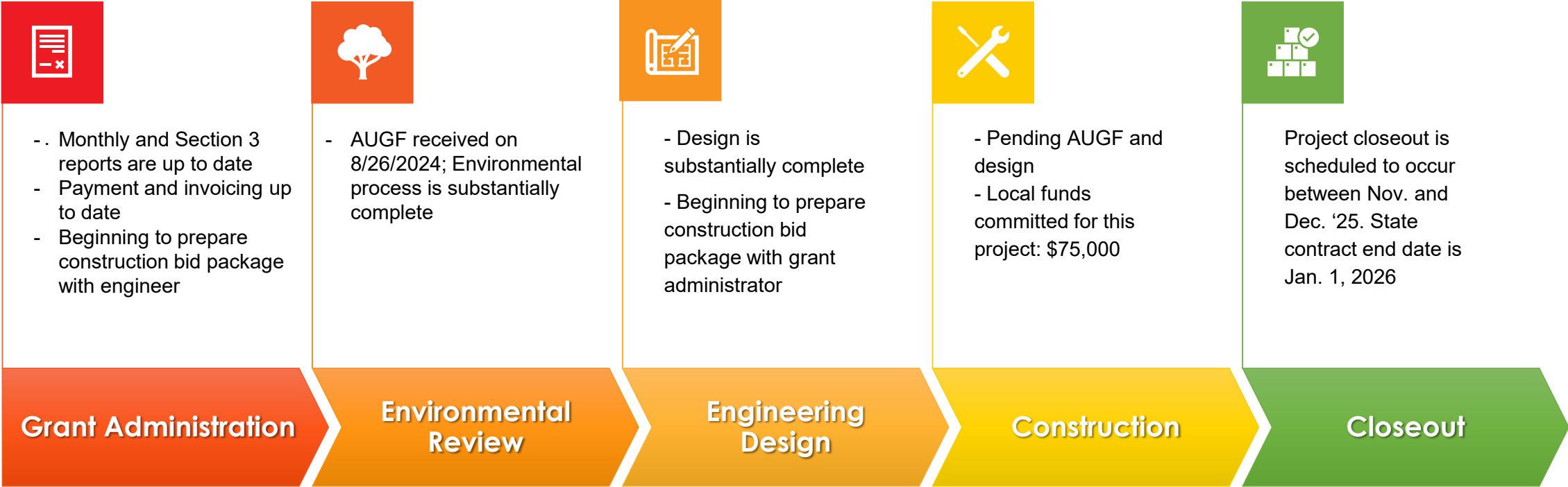
TDA Community Development Block Grant Project Update

September, 2024

La Marque CDV23-0327– Storm Sewer Improvements - \$575,000.00



La Marque CDV23-0327 – Storm Sewer Improvements - \$575,000.00



Brief Project Description: Construct a storm sewer system in the Wisteria Street right-of-way to convey the City of La Marque storm event to the existing outfall points at Winding Way and Ross Street.



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Cesar Garcia

Department: Administration

Agenda Item: 8.VIII.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

As part of our Safe City Initiative and our Light Up La Marque Program, we have continued to address street lighting in our city. In addition to our LED Conversion Project, La Marque had Adico Engineering complete a Street Lighting Assessment of the entire city. The results showed a need to add over 1400 lights to adequately light our streets for safe driving and pedestrian access in the evenings. Staff has been aggressively pursuing funding for lighting and leveraging our relationships with both Texas New Mexico Power and Centerpointe Energy to provide lighting in the needed areas according to the assessment. Another project in our Light Up La Marque Project has been TXDOT who owns a large number of the roads that travel through La Marque. This project highlights the growing partnership by the grant funded projects our residents will be receiving as part of this partnership. Below is a statement from Area Engineer Joel Clarke on the project. "TXDOT is committed to addressing the needs and concerns of local communities. Through partnerships and collaboration, we can continue the progress of improving mobility and enhancing safety. The goal of such projects is to enhance safety and significantly reduce traffic fatalities and serious injuries on all public roads. This is part of our commitment to help #EndtheStreakTX of roadway fatalities on roadways in Texas. TXDOT is very active in implementing the three E's of traffic safety – engineering, education and enforcement. We appreciate the community's patience during construction, and we know everyone will be pleased when the project is completed, and they see how it has improved roadway conditions."

HISTORY:

Project # - CSJ 0686-02-032 FM 1765

- Illumination project between FM 2004 to SH 146. Duration is approximately 8 months
- The project was requested in partnership with La Marque by TXDOT's HSIP call for candidates.
- TXDOT Area Office is overseeing the project.

FISCAL IMPACT:

\$1.024,000 - 80/20% Fed/TxDOT Category 8 Safety funded. No City Match.



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

Prepared by: Cesar Garcia

Department: Administration

Agenda Item: 8.IX.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

The enclosed contains a draft marketing plan and subsequent documents highlighting current and possible future efforts to continue marketing and commemorating our 2024 All America City recognition in an effort to provide community with lasting sense of pride and future economic development from the award.

HISTORY:

La Marque was named an All-America City on June 9, 2024.

FISCAL IMPACT:

To be determined

CONGRATULATIONS!

You're an All-America City!

Celebrate This Prestigious Award Through the CGI Cost Free Banner Program.



Program Benefits

Professional Graphic Art
Services to Build Your Custom
Design and Concept

Banner Installation
and Maintenance Services
Provided by CGI

Insurance for All Banners
Provides Easy Replacement in
Case of Any Damage

Any Needed Brackets and
Hardware for Your Poles

Exposure for Local Businesses Through Banner Sponsorship



To Learn More About This Program Contact:

Nikki Lee Carroll

Executive of Government Relations & Strategic Partnerships

☎ 585.450.3235

✉ nlcarroll@cgicompany.com

🌐 nationalcivicleague.org



25 Free banners, no matter what!

5 businesses sign
up
+
20 banners from
CGI
=
25 Banners!

15 businesses
sign up
+
10 banners from
CGI
=
25 Banners!

50 businesses
sign up
+
0 banners from
CGI
=
50 Banners!



Name: Cesar Garcia
Title: City Manager
Address: 1111 Bayou Road
City, State, Zip: La Marque, TX 77568
Phone: 409-254-7370
Email: c.garcia@cityoflamarque.org
Website: www.ci.la-marque.tx.us

This agreement is between Community Showcase Banners, LLC an affiliate company of CGI Communications, Inc. D/B/A CGI Digital and the city of La Marque, TX, and shall remain in effect from the date it is signed by both parties until the completion of the three (3) years of banner display, as described herein.

Community Showcase Banners shall provide the following:

- A minimum of 25 custom- graphic vinyl banners for all permissible poles
- Majority of banners provided will display the All-America City Award Shield with recipient year
- Business sponsors featured on the bottom 30% of the banner
- Artwork, design and size customized to meet your community's specifications (standard size 30" x 72")
- All brackets, hardware, installation and maintenance
- Quantity of banners determined by number of sponsor participants
- Duration of sponsor participation will be one (1) year with the option to renew each following year of the agreement
- Sponsorship fulfillment including all related aspects of marketing, production, and printing
- The city of La Marque, TX will assume no cost for the sales and production of the banners for this project

The city of La Marque, TX shall provide the following:

- Letter of introduction supporting the program on your organization's letterhead
- The right for Community Showcase Banners to use organization's name in connection with the preparation, production and marketing of the program set forth herein only
- Identification of, access to, and permission to utilize the preferred pole sites for accurate banner placement
- Identification of and access to a minimum of 25 poles for banner placement

We, the undersigned, understand the above information and have full authority to sign this agreement.

La Marque, TX	Community Showcase Banners / CGI Communications, Inc.
Signature:	
Name (printed):	Name (printed): Nicole Rongo
Title:	Title: Vice President, Government Relations & Strategic Partnerships, CGI Communications, Inc.
Date:	Date: 12/31/2024



130 East Main Street, 5th Floor
Rochester, NY 14604

Phone: 800.398.3029
communityshowcasebanners.com

DATE

Dear Valued Business Owners:

As you know, the City of La Marque, TX is dedicated to making our community a great place to live, work, shop, and conduct business. Because of that, we have agreed to participate in a promotional street-scape banner campaign conducted by Community Showcase Banners.

This program will reinforce our La Marque, TX brand, brighten and invigorate our downtown. These banners, designed exclusively for the City of La Marque, TX, will showcase our community's economic vitality and the support of our local businesses.

A representative from Community Showcase Banners will be contacting you to discuss the street-scape banner campaign. We encourage you to consider participating in this program as it provides an exciting new opportunity to showcase community pride and gives business owners the opportunity to market themselves unlike ever before.

To learn more about sponsorship opportunities, head to the [City Banner Sign Up Page](#) linked below, or reach out to the project manager directly.

WEBSITE AND CONTACT INFORMATION FOR SPONSORSHIP REP WILL BE ADDED HERE!

Best Regards,

(SIGNATURE)

Signatory
Title



La Marque, TX

2★0★2★4

All-America City

www.nationalcivicleague.org





2024 All-America City Award

Marketing Manual

For Award Finalists & Winners



National Civic League: Headquarters
190 E. 9th Ave. Suite 440
Denver, CO 80203
Phone: (303) 571-4343
Fax: (888)314-6053
Email: AAC@NCL.Org
Web Site: <http://www.nationalcivicleague.org/>
© 2024 National Civic League

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The All-America City Award

A UNIQUE MARKETING OPPORTUNITY

As an All-America City (AAC) Award Finalist, your community has earned a tremendous marketing opportunity. Applied to its full advantage, the designation can place your community in the media spotlight locally and nationally. Each year, All-America Cities receive extensive media coverage within their regions and across the country.

Since the All-America City Award was founded in 1949, more than 550 communities have been recognized as All-America Cities—some multiple times. Depending on each community's goals and resources, AAC finalists and All-America Cities have marketed their designations in various ways. **This information provides dozens of examples of how past communities have publicized their All-America City designation for their benefit, including:**

1. Encouraging Economic Stimulus
2. Promoting Community Pride
3. Reinforcing Community Collaboration

An investment of your time and energy in a marketing strategy will yield significant dividends. The marketing guide will assist All-America Cities and Finalists in designing, funding, and implementing an effective marketing program.

PROMOTE YOUR FINALIST STATUS

Being selected as one of the Finalists indicates that the National Civic League recognizes your community as a model for the rest of the country. Your community obviously works collaboratively with stakeholders throughout your area and has demonstrated its ability to overcome challenges. That's what the All-America City Award is all about.

As a finalist, your community has already earned valuable recognition, regardless of whether your community is ultimately selected as an All-America City. Your community should proudly proclaim your achievement locally, regionally, and nationally.

Plus, applying for the All-America City Award helped you identify the good things that your community is doing, and helped you identify new ways of solving problems. The process has hopefully presented a unique opportunity for your community to evaluate itself and foster new community partnerships.

A wonderful example of raising the level of awareness and marketing a community's efforts is when the City of York, Pennsylvania, was selected as an All-America City Finalist; the York Sunday News printed hundreds of copies of a special section devoted exclusively to the community's status as a Finalist. The section included:

- *Articles about the projects discussed in the application;*
- *A message from the Mayor outlining why York was an All-America City;*
- *Quotes from citizens about what they liked (and disliked) most about their community; and*
- *A historical timeline of the development of the City of York. The section provided a great rallying point for the community to celebrate York's Finalist status.*

We encourage you to learn from these examples of successful marketing. You can also post your AAC application on your website to better inform your community about its status as an AAC Finalist and the programs spotlighted in the application.

A POWERFUL MARKETING TOOL

One of the key benefits of the All-America City Award program is the recognition it provides Finalists. This enables Finalists and winners an important opportunity to market their communities nationally to prospective businesses and corporations.

"The NCL's All-America City program...continues to be the most prestigious civic award in the country."
Mandy Pitts, Communications Director, City of Hickory, NC

"The AAC competition brought our community together like never before. The Award has highlighted the great accomplishments of our citizens. It is a seal of approval for our City which says that our Community is moving in the right direction and has the civic infrastructure in place to solve any problem that we may face in the future." Bill Bruton, City Manager, Marietta, Georgia

BENEFITS TO ALL FINALISTS

ECONOMIC STIMULUS:

AAC finalists and winners find it easier to attract and retain businesses, as well as, residents who want a healthy community. Finalists and winners also have seen an increase in tourism, grants and bond ratings. For instance:

Cynthia Steinhauser, Assistant City Manager of Dubuque, Iowa, a 2007, 2012 & 2013 All-America City, says that the All-America City Award "helped us land a BIG project in the midst of major economic recession in 2009/2010. IBM located their first data center in 10-15 years in downtown Dubuque and created 1300 new jobs with an annual payroll of 58 million! We feel truly blessed." Cynthia comments on their continued economic success, "In 2013 Forbes ranked us 14th in the nation for Best small places for Business and Careers. Last year we had a job growth of 1200 new jobs, that represented 9.38% of the state's total job creation even though we are only 3% of the states total population and according to Site Selection Magazine we are tied for #1 in the US for Metro areas under 200,000 in population. This recruitment recognition and ability to grow employment in our community are a testament to our AAC award and what that award stands for in terms of a community's can-do spirit".

"Michael Schmit, city administrator of Wilmar, Minnesota, a 2005 All-America City, says his community has used to award in an extensive marketing campaign to promote economic development...'Our bond rating has increased,' he adds, 'and to be sure, we talked to the rating companies about winning the award.' Schmit attributes much of this economic activity to the increase in community cooperation and price. He advises future winners to take pride in their achievement and to (leverage) the award as a basis for 'doing bigger and better things.'" National Civic Review, Winter 2007, page 11

Lindsay, California added 1,475 jobs to its economy in the first five years following its All-America Award.

“Publicity we received from the All-America City Award helped change our negative industrial image to that of a major recreational and tourist area.” Lois Glewwe, City Council Member, St. Paul, Minnesota.

COMMUNITY PRIDE

The award has reinvigorated communities with a new sense of pride, accomplishment and teamwork. People are proud to live in an All-America City and they work to keep their reputation.

“All-America City was truly the most rewarding thing I have ever done in my professional life. I honestly believe, I feel it in my heart, that I left a different person from the person that arrived...carrying a fire back to my community...to bring people together civilly, civically, humbly” Miguel A. Seco, Governmental Affairs Manager, City of North Miami, July 2010

“The All-America City Award is like a Good Housekeeping seal of approval,” Worcester (Massachusetts) Telegram & Gazette.

“We are very proud of our All-America City Award and will continue to earn its respect,” Larry R. Stobbs, Mayor, St. Joseph, Missouri.

COMMUNITY COLLABORATION

The application process itself encourages communities to evaluate themselves and fosters new partnerships.

“...being an All America City means that our community realizes the great potential of our democracy to move us all forward, and has proven that citizens, businesses, governments and non-profits can work together for the benefit of the entire community” Buffalo News.com February 11, 2014.

“Mayor Fred Cavanaugh said it’s impossible to put a price tag on Aiken’s All-America status, but the intangible rewards have been immense.” From “A decade as an All-America City,” Aiken Standard.com, June 18, 2007.

The award pointed us in a real positive direction as far as public/private partnerships and public participation. We’ve moved from pointing fingers, saying it’s a government or city problem, to collaborating to solve the problems facing us,” Mayor Dan Speer, Pulaski, Tennessee.

PROMOTING YOUR COMMUNITY

Taking full advantage of your community's selection as an All-America City/Town/Region/County (or Finalist) requires planning. Start by determining your community's goals. Why did you apply? What did you hope to accomplish? Are you looking for a way to bring the community even closer together? Were you looking primarily for feedback on your civic infrastructure? Do you hope to spark community pride and attract public and private investment?

Once your goals are clear, draft a marketing plan that notes your goals and the specific objectives, strategies, and tactics that will help you reach your goals. Make sure your objectives are meaningful and measurable. Keep the plan simple.

EXAMPLE: *Fayetteville, North Carolina created a marketing plan that integrated all mediums including print, digital, promotional items, radio, television, signage, and even city stationary. Santa Maria, California, created its own marketing manual; the local Chamber of Commerce published the manual and distributed it to the business community. In conjunction with the manual, the city also developed a five-year marketing plan to publicize the award.*

Enlist the assistance of high school, community college and university marketing teachers/professors and their students. Ask a local public relations firm or advertising agency to help. They may be willing to give you some help on a pro bono basis.

COMMUNITY CELEBRATIONS

A community celebration or series of events to commemorate receiving the All-America City Award presents a number of communications and marketing opportunities. Parades, potlucks, barbecues, concerts, a special section in the newspaper, and other events can help start the celebration.

EXAMPLE: *All-America City winners in Washington, North Carolina, hosted an All-America City Award celebration in the waterfront area for the entire community. The Beaufort County Arts Council arranged for entertainment throughout the day. The All-America City Spirit Parade conducted during the celebration was said to be the largest parade in the city's history. Civic organizations placed booths along the waterfront to distribute information, raise money, and showcase the volunteer activities and civic spirit that won the community its All-America City status.*

EXAMPLE: *Green Bay, Wisconsin held a block party that included fun, food, refreshments and rides. They also had large flags made for display at the event. As part of Brownsville, Texas' celebration ceremony, Brownsville's AAC delegation re-enacted their jury presentation for the entire community.*

EXAMPLE: *Peoria, IL continues All-America City celebrations throughout the year. Their Civic Center hosted an All-America City themed night including the unveiling of banners for each year they won the award.*

Suggestions for specific community events include:

☐ **Host community spirit-building events throughout the year**

Plan to have a local AAC committee booth at a state or local fair or festival. After receiving the All-America City award, the residents of Wray, Colorado celebrated the honor in the annual Wray Daze Parade. Local businesses sold t-shirts and mugs with the AAC logo and the city sold bumper stickers proclaiming “Wray, Colorado, My Home Town.”

☐ **Organize art, photo or essay contests in public schools and around the community**

Several communities have sponsored a school poster contest to coincide with Independence Day. Some communities sponsor a “Why I live in an All-America City” essay contest. Others have asked young people to photograph what is best about their city and write an essay about their photos. Peoria, Illinois facilitates a sticker campaign through their website to answer the question “Peoria is an All-America City because ...” <http://www.allamericacitypeoria.com/>

☐ **Designate an All-America City Day (or Week or Month)**

Encourage governmental bodies, such as the city council or town boards, even the state to pass resolutions recognizing the award, and instituting an All-America City Award day, week, month or year. Ask for a proclamation from your governor, senators, or congressional representatives.

COORDINATE YOUR MARKETING EFFORTS WITH THE LOCAL MEDIA

Local media should be an integral part of your community’s All-America City marketing efforts. Hopefully, members of the media will have already played a key role in your community’s All-America City efforts, working with your committee throughout the application and jury hearing process. If the media is not involved, invite them now to join in your marketing activities. Meet with promotions directors at newspapers, and TV and radio stations to plan yearlong promotions, including the use of your community’s AAC logo. They can easily add your Finalist logo or AAC logo to their publications and broadcasts.

Your media campaign can include the following:

☐ **Urge your local newspaper to prepare a special supplement**

Your newspaper could sell advertising to local businesses that sponsor the supplement, to be published on the day of your celebration. Article suggestions include:

- In-depth stories of your community’s application
- The strengths of your community
- Use of the Award in marketing your community
- Stories of personal triumph from individuals who benefited from the community projects described in your AAC application
- Personality profiles of those who spearheaded your application process.
- Photos of youth involved in the presentation/application.

Have the supplement available during the year as a marketing tool for economic development and promotional purposes for the local chambers of commerce, other community organizations and government leaders.

☐ **Encourage local television and radio stations to prepare a special program or to broadcast live from the event**

Using many of the themes suggested above, urge similar promotion by television and radio stations. If the stations covered the All-America City Award presentation, they will have footage and/or audiotape that can be used for this purpose. Invite your radio station to broadcast the presentation to the jury live from the event.

☐ **Encourage your community to create and post All-America City videos on a video Web site.**

Run a contest that encourages people to go out into their neighborhoods to capture what makes the community worthy of All-America City status.

EXAMPLE: Cedar Rapids, IA created a videos to document their journey through the process to share with their community back home.

Part 1: Preparing to leave <https://www.youtube.com/watch?v=DqjP42Bq4vo>

Part 2: First Day in Denver https://www.youtube.com/watch?v=9y3Hk_hixkw

Part 3: Cedar Rapids Takes The Stage https://www.youtube.com/watch?v=4jHZ_dMdApA

Part 4: The Results Are In <https://www.youtube.com/watch?v=wrsLRA3IOO0>

☐ **Write a regular “All-America City” column or blog**

Meet with your local newspaper promotion departments and see if they will run an “All-America City Award” column each week/month highlighting different aspects of your community's application and projects. *The Mayor of Anderson County, South Carolina currently writes periodic letters to the community with the AAC logo prominently displayed in the newspaper column's heading.* Create your own blog to chronicle the journey and the progress in the months to come.

☐ **Propose editorials, columns, commentaries, op-ed pieces, guest editorials and letters to the editor to local newspaper editors and radio-television**

An op-ed or guest editorial with the by-line of the committee chairperson would be appropriate. It should discuss the significance of the Award and how you intend to use it to strengthen your community.

☐ **Produce radio, television and print public service announcements**

In cooperation with a local advertising agency or local station, contact the promotions department of local newspapers and electronic media to enlist their help during the All-America City Award year. *Television newscasts in Wichita, Kansas, incorporated the city's All-America City status in their taglines and public service announcements.*

☐ **Take Advantage of Opportunities for Paid Advertising**

You can ask for free billboards located at the entry point to the community, place ads in community newspapers, and run spot announcements on local radio and television stations. If you can't get them free, ask local businesses for donations to make these ads possible. You also can encourage businesses to place such ads on their own, where they salute/congratulate the community for its achievement.

Use your community's AAC logo to publicize your community's designation and to help build civic pride.

ALL-AMERICA CITY LOGO TRADEMARK USAGE GUIDELINES

- Your community's name **AND** year must be included in all uses of the AAC logo.
 - The logo cannot be used for profit commercial ventures, such as affinity cards (Visa/MasterCard). Such commercial ventures violate the trademark and can result in the decision to seriously curtail the finalist or winning community's further use of the logo.
 - The logo cannot be used for political campaigns.
 - All merchandise bearing the All-America City logo must be approved by the National Civic League and the local AAC Committee. It must display the name of the community and the year per NCL guidelines. Profits can be used to defray delegation expenses or to benefit local non-profit projects.
 - Remember, the logo, with the year of designation and the trademark symbol, is registered with the federal government and may only be used by communities designated by the National Civic League. The law prohibits any other use of the logo without permission.
 - Please provide the printers with the correct PMS colors of the logo. PMS Colors: **PMS 200 (Red) and PMS 280 (Blue)**. All text (including the year) and stars are blue. The bars on the logo are red.
 - When accounting for regional wins in your area, you may add the year of a regional win your community is geographically a part of, if your community has also won independently.
 - If your community is part of a larger geographic region that has won the Award, you may add that year's victory to your shield. For instance: The City of Roanoke won the All-America City Award in 1952,1982,1988,1996, 2012, 2017. But in 1979 Roanoke Valley (which includes the city of Roanoke) was recognized and in 1989 Roanoke County was recognized. Since the City of Roanoke is part of those two geographic areas they can also claim those wins on their signage and shield.
 - However, Roanoke County cannot claim to have won 8 times. Larger geographic entities cannot add wins to their shield based on wins from any community which they encompass. They may however refer to themselves as home of "3 All-America Cities" or similar descriptions.
-
- ☐ **Use the logo on your local government's and chamber of commerce's printed materials and websites**
Use it on letterhead and business cards, pocket folders, local business and industry printed materials, Holiday cards and local organizations' promotional materials.
 - ☐ **Encourage the local newspaper to use the All-America City logo**
Beginning with the week of the celebration, and through the entire year of the award, ask the newspaper to use the logo in its stories and on its masthead.
 - ☐ **Urge TV stations to use the logo on their station identification graphics**
Or ask them to use it as "filler" graphic.
 - ☐ **Request that local government agencies and private businesses use the All-America City logo as indicia on their postage meters**
Work with postage meter suppliers to prepare and affix the logo plate.
 - ☐ **Distribute logo bumper stickers**
Insert as envelope stuffers with property-tax bills, utility bills, or local bank statements, and in waiting rooms of physicians, dentists, hospitals and the like.

☐ **Encourage the display of All-America City decals**

Place the decals on buses, subways, taxis, and municipal vehicles, including police cars, government service vehicles, trash-removal trucks, snowplows, and other vehicles.

☐ **Produce commemorative license plates for government and private vehicles**

ADDITIONAL EXAMPLES:

- *Peoria, Illinois partnered with their local transportation to create a custom bus wrap featuring their All-America City designation.*
- *Kansas City, Missouri, a five-time winner, placed the logo in its airport, on its city cabs, on key billboards, and in city-related mail to residents.*
- *In Shreveport, Louisiana, a local distributor was asked to place the AAC logo on all Pepsi cans – at no cost.*
- *When they realized that Highway 65 in California connected three All-America Cities – Bakersfield, Porterville and Lindsay – community members put forth an effort that ultimately resulted in the highway being named, “the All-America City Highway.”*
- *Rocky Mount, North Carolina sent its logo to all area printers and encouraged businesses to use it on their company printing.*
- *Ocean City, Maryland, as a resort community hosting 8 million people a year, printed and distributed over 400,000 copies of their visitors guide with the All-America City logo on the front cover.*
- *Add the logo to address return labels.*

POSTERS, SIGNS AND BANNERS

Banners, signs, posters and decals can help publicize your community’s status as an All-America City.

EXAMPLES:

- *Chelsea, Massachusetts, created two large All-America City banners that hung on City Hall. Chelsea also worked with a banner company to make at least 50 banners to hang on poles throughout the city.*
- *DeKalb County, Georgia, erected 300 All-America City road signs throughout the county. In Fort Wayne, Indiana, several schools and businesses displayed signs with the logo. Fort Wayne also painted the logo on the intersections of major streets.*
- *Riverside, California placed All-America City decals on its garbage trucks and city vehicles. Rochester, New York also placed All-America City decals on all city vehicles and on 600 public trash receptacles. Even the zamboni machines used at local hockey games in Rochester display the All-America City logo.*

Ways that communities can use posters, signs, banners and decals to publicize their All-America City status:

☐ **Post Signs at airports, city limits, exit ramps from the interstate highways, city parks, water towers, and other public locations**

The airport is one of the most effective venues because of the influx of out-of-town visitors. Talk with your local airport manager to determine the possibility and the best location.

☐ **Display Posters or Banners**

Display these across a main street, at shopping malls, or at the local airport; display All-America City Award pennants or flags from lampposts and other appropriate locations.

EXAMPLE: *After Oakland, California received the All-America City Award, the certificate was duplicated and given to over 200 businesses for display. In addition, 60 AAC billboards were placed throughout the city.*

☐ **Stencil a large All-America City logo in the middle of Main Street.**

This makes an impressive display and serves as a constant reminder to citizens and visitors. Ocala, Florida covered a blank wall of a downtown building (and some graffiti) with a fresh coat of paint and the All-America City logo.

MARKETING YOUR AAC DESIGNATION ONLINE

Many communities have publicized their AAC designation on their city Web sites. *For example, Sierra Madre, California dedicated a special section on their city Web site to the AAC Award, which included links to:*

- *Completed applications*
- *News articles and quotes,*
- *List of sponsors*
- *The AAC committee*
- *Photo gallery*

Other suggestions for Web content include:

☐ **News Releases**

Include all community press releases on the web site including the announcement of your community winning the All-America City designation

☐ **Scripts from AAC Jury Presentation**

Since everyone in your community was not able to attend the All-America City competition, provide a transcript of your community's jury presentation. This will increase the knowledge of the award as well as increase the civic pride within your community.

☐ **Community Celebrations**

This section can include event information, photos, and special note of thank you to the community for its support.

☐ **Photos**

On the front page of your community's web site, post photos of your AAC logo, city landscapes, and the projects that have made an impact in your city.

☐ **Blogs, Social Media, and New Media**

New media and social media—blogs, Twitter and Facebook—are changing the way we think of media outreach and marketing. Local governments, nonprofits and everyday citizens are finding new ways to get out information and stimulate dialogues on what communities are doing. People are using video cameras, cell phones, and laptops to communicate in a variety of ways without the high costs associated with old forms of media and PR outreach.

It is cheap and easy to start a [news page or blog](#), a [Facebook](#) page, [Twitter](#) account for networking and communicating, or to use [You Tube](#) and [Flickr](#) to display video and photos of your community and its exemplary projects. But these media will be of limited value if you don't think strategically about how to maintain and maximize the use of them.

☐ **Facebook**

Facebook is a great place to promote your city's AAC events, merchandise and highlight your application's projects as it provides more space for narrative and photos. There is also the ability to create event pages to invite your fans (people who have liked your page) to all AAC themed events. Facebook is a great platform to share stories published online by your local media to ensure a larger audience is reached. Some communities have integrated their AAC designation with pre-existing pages like Garner, while others like Peoria have created separate pages specifically for AAC.

☐ **Twitter**

Twitter is used to share information quickly and succinctly with only 140 characters. Connectivity is important to remember when publishing tweets; tag the appropriate people or organizations in your post, for example you can use @AllAmericaCity to include us in your post. To help reach a wider audience and attract more followers your posts can include hashtags related to the subject of your post. You can search hashtags in the twitter search bar or using a free platform, such as tweetdeck.com. Personalizing your twitter page to reflect your All-America City status is easy to do with your background and profile picture.

☐ **Blogs**

A blog can be a standalone website or integrated into your city's preexisting website. Blogs are written with a continuous theme in mind. This can begin by promoting your community's All-America City story highlighting the process, the application, and the experience in Denver. Continuing after your finalist or winner designation the blog could focus solely on the three projects submitted or expand to other civic engagement projects and community solutions that will continue to come from your community.

CREATE PROMOTIONAL MATERIALS

Developing promotional materials and distributing those materials as widely as possible will help market your status as an All-America City. Merchandising can serve as both a means of generating publicity and raising funds for the marketing effort. Stockton, California held a block party and sold AAC merchandise including polo shirts, baseball jerseys, caps, denim shirts, lapel pins and stickers.

As stated in the NCL logo guidelines (See "Utilizing the AAC logo" section of the marketing), all merchandise bearing the All-America City logo must be approved by the National Civic League and the local All-America City Committee, and display the name of the community and the year per NCL guidelines. Profits must be used to defray delegation expenses or for local non-profit projects. Some suggestions for merchandise and promotional materials include:

☐ **Publicize the All-America City Award in all community economic development promotional materials**

A videotape or brochure about the All-America City Award, perhaps produced without charge by a local television station, cable company or advertising agency, can be used effectively in community economic development presentations to potential employers, before civic and community organizations, and local high schools and colleges. The video could be used in a planned schedule of presentations by the All-America City Award Committee to local service clubs, religious and charitable organizations and schools.

☐ **Ask local hotels, motels and convention centers to help with distribution**

Ask them to distribute literature that includes the All-America City Award designation.

☐ **Create and Announce the availability of All-America City merchandise**

Work with local businesses to donate and/or develop merchandise with the All-America City logo. Items for purchase could include coffee cups, bumper stickers, lapel pins, baseball caps, banners, store window posters, sweatshirts and T-shirts and a variety of other promotional materials. (Please see "Utilizing the AAC logo" section of this marketing CD to determine regulations of AAC logo in relation to merchandise).

☐ **Post-card campaign**

Marketing your award to those outside the city is an important avenue to encourage new residents and raise the profile of your city to surrounding areas. Dubuque, Iowa wanted to engage former residents and

let them know about the great things happening in their hometown. They created an All-America City themed post card which was distributed to residents and encouraged to send to friends and family who had previously lived in Dubuque.

FUNDING YOUR MARKETING PLAN

Determine a realistic goal and a realistic budget. Appoint a fund-raising committee of three or four people who are knowledgeable with business and industry in your community. Also, evaluate potential funding sources in your community and set a goal for each:

- *All-America City Finalist merchandise*
- *Local businesses and business associations*
- *Major employers such as industrial corporations*
- *Local foundations*
- *Service clubs and fraternal organizations*
- *Philanthropic individuals*
- *Fundraising receptions, dinners and other community events.*

GETTING MEDIA COVERAGE: WHAT IS NEWS?

News can be defined as having the following characteristics:

1. **Consequence.** Educates and informs; is important to life-style or ability to cope; has a moral or social importance; is “should know” material
2. **Interest.** Is unusual, entertaining, has human interest, arouses emotions or would cause people to talk about it
3. **Timeliness.** Is current. Is a new angle on events or a new trend
4. **Proximity.** Pertains to local issues, trends or events
5. **Prominence.** Concerns famous people, famous events; has received other media coverage

Generally, news falls into one of two categories: hard and soft. Hard news is something that just happened and is what you usually read on the front page of a newspaper or hear as the first report in a newscast. Becoming an All-America City Finalist is hard news on the day that it is announced.

Soft news tends to be more about trends than events. The story of the months of hard work that went into earning that designation, or a story of the process of how a city eventually becomes one of the All-America City Finalists is a feature or soft-news story.

Clearly, you want to get both kinds of stories if possible. The key to getting hard news is simple: alert the media in advance of announcements, and call them as you hear news yourself.

The two ideas mentioned above are good for pitching feature stories on the All-America City Award. Another perennial winner is a story, or series of stories, on each of the three community projects that earned your community the All-America City Finalist nomination.

Here are some general tips on making your story as newsworthy as possible.

☐ **Focus on the community projects**

Focus on the projects that have earned you the All-America City Finalist nomination.

☐ **Give examples of what the award has meant to other cities**

☐ **Emphasize that your community is being nationally recognized as a model**

Your community is being singled out for its creative ability to solve problems, and that makes your hometown special and noteworthy far beyond the city limits.

☐ **Get local celebrities involved**

Have the mayor, well-known business and community leaders, state and local elected officials, and as many other luminaries participate as possible.

EXAMPLE: Garner, NC had local celebrity Scotty McCreery from American Idol promote their AAC designation <https://www.youtube.com/watch?v=79EE9IOPalk&app=desktop>

☐ **Put a human face on your story**

Journalism is all about people, so it is in your interest to play up the human stories. For example, spotlight people who have better jobs, health, and housing or enjoy more racial justice and democratic participation because of the projects spotlighted for the All-America City Finalist designation.

DIRECTING YOUR STORY TO THE RIGHT MEDIUM AND THE RIGHT PERSON

One of the biggest mistakes made in pitching ideas to the media is talking to the wrong medium or the wrong person at the right medium. A simple test is to ask yourself if the readers or viewers of a certain medium, or reporter, would typically care about your story. Can you see your story in this medium? Every time the answer is yes, add that person to your media list and pitch as many mediums as possible to improve your chances of coverage. Another trick is to contact the medium you want to cover it the most and offer them an exclusive opportunity to break the news.

NEWSPAPERS

Whether published daily or weekly, newspapers are divided into various sections: news (national/local), business, entertainment, sports, technology, home living and other sections. Knowing who makes the decisions for each section, and the requirements and schedule for that section are fundamentals to deciding where you should attempt to place stories. It is possible that one story might have several angles and could be of interest to a number of sections. For example, a business editor might be interested in the financial impact of being nominated as an All-America City Finalist whereas a lifestyle editor might be interested in the revitalized community pride.

Newspapers also have city/metro editors who decide which stories will be covered and what staff will cover them. They are usually the most open to fresh story ideas. When in doubt about whom to approach at a newspaper, always send a story idea to or call the metro or city editor. If you can't get through to a city editor, an Assistant City Editor presents an alternative. Particularly on larger papers, this person usually plays a key role in determining the day's news lineup.

TELEVISION

The local news shows should be the prime target for your All-America City releases. Assignment editors at the television station determine which stories will be covered for the early and late-evening news. These are the most important contacts in television because they handle the day-to-day decisions about broadcast coverage and which reporters cover which stories.

Different assignment managers exist for the morning and noon broadcasts and for the evening broadcasts (typically 6 to 11 p.m.). Similarly, often-different assignment managers exist for weekday and weekend newscasts.

Local talk shows also provide an excellent medium for your All-America City spokesperson to talk about the All-America City Award. The show's producer can give you more detailed information about the requirements for the show, time needed for booking guests, and capability for live interviews/demonstrations.

RADIO

Radio is perhaps the least complex of the media and, quite often, the most overlooked. Radio stations follow the trend of print by specializing and appealing to distinct audiences. Determine the focus of each station to help you decide which stations to cater to. There are all-news stations, all-classical stations, all-country stations and talk stations. The majority of stations are a mix of talk, music, commentary, and news. Most radio stations depend primarily on material that comes over the wire services, is delivered to the station, or is called in to the news director. Talk with radio news directors and program directors to get detailed information on a station's opportunities and preferences.

Clearly, determining what news is and where it should be directed involves more than just writing a release and sending it to every medium in your area. Careful analysis of the information itself and the media to which it should be directed will help you achieve your media goals.

GETTING YOUR MESSAGE THROUGH

There are various methods to choose from when contacting the media. No one method is best – it depends on the situation, the newsworthiness of your material, and, most important of all, the preferences of the journalists you're working with.

With today's explosion of information technology, you have quite a few choices of distribution methods. For example, materials can be:

- emailed
- faxed
- mailed in
- called in

The best technique is usually to email or fax a news release (all faxed materials should be sent by invitation only) no more than two pages long and follow up with a phone call to make sure the release was received. Special note, make sure to paste the body of the news release in your email, as many news agencies are cautious of emails with attachments due to viruses.

Finally, if possible, enlist the help of a seasoned public relations or media veteran. Someone who's worked for a newspaper, TV station, public relations firm, or as a public information officer in an organization will be invaluable in your efforts.

NEWS CONFERENCES: WHY HAVE ONE?

The biggest risk in scheduling a news conference is the embarrassment of having no one show up. Since journalists don't like to waste time, they want to know in advance whether a news conference is worth attending. Therefore, you should always have a strong, newsworthy reason for scheduling one. Otherwise, most journalists would far rather take the appropriate information over the phone.

At very least, you can hold a news conference regarding All-America City news such as:

- To announce your community as an All-America City Winner
- To announce your community missed being one of 10 All-America City winners this year and will try again next year.

Of course, the size of your community and local media often determines how much – if any – coverage you get at a conference. Nonetheless, here are some insider tips on getting as much attention as possible:

- Give the media as much advance notice as possible.
- Fax and call newsrooms to advise editors of the conference time, place, and subject.
- Schedule the news conference for a morning time before 11a.m., when other news begins to divert reporters' and editors' attention.
- Provide news releases at the conference, summarizing your announcement in no more than two pages, double-spaced
- Keep it short – no more than 45 minutes, preferably 30 minutes. Reporters want facts and appreciate brevity.
- Allow at least 15 minutes at the end of the conference for questions from reporters.
- Most importantly, provide the media with photographs. With the exception of radio, all media depend heavily on good video and photographs. The best photos are of the community action upon which your All-America City Award application is based, i.e., a new neighborhood health center, an innovative home ownership project, a revitalized industrial park, rather than people rigidly posing behind a podium or the infamous "grip and grin" poses of shaking hands.

MAKING HEADLINES: HOW TO SELL A NEWS RELEASE

Will your release wind up on the front page or filed away? It's a question you can help answer. Listed below are some ideas to help your news release become a meaningful story:

- **Highlight why readers/viewers care or need to know about the information**
- **Highlight people involved in designing and implementing the programs**

Provide contact names. Do not look exclusively to elected officials.

- **Provide specifics**

Why will the programs last? What makes them different?

- **Personalize**

Get the names and numbers of the key people who decide on the fate of your release. Whether you convey information by phone or mail, it always helps to be on a first name basis.

- **Quote more than one source**

Quote as many people as you can.

- **Be accessible**

Let people know you will help them. Let them know they do not have to work alone.

- **Provide phone and fax numbers and email addresses**

Your release should put everything at the reader's fingertips.

Date: xxxxxxxx
Contact: Rebecca Trout
Phone: 571-512-2379
Fax: 888-314-6053
Email: rebeccat@ncl.org

Congratulations, (Your community, State)!

To the Residents of (Community):

Congratulations on being named an All-America City (Town/County/Region)! You just took part in a rigorous national competition and succeeded in garnering a highly esteemed designation. Your innovative thinking and contagious enthusiasm contributed to the success of your efforts. The All-America City Award (now in its 75th year) recognizes communities across the country for civic engagement, collaboration, inclusiveness, innovation and impact.

(Your Community) is now a model for communities across the country. Because you successfully addressed your challenges with all three sectors working together, communities across the country will now look to you as they struggle to find solutions to their most pressing concerns. The National Civic League encourages you to continue in this spirit of collaborative problem solving.

Thank you for contributing to the betterment of communities all across our nation by tackling this process. You've made a worthwhile and long-term investment, not only in your own community, but in our country as well.

Sincerely,

Doug Linkhart
President, National Civic League

All-America City Award Fact Sheet

BACKGROUND

The All-America City Award is the oldest and most respected community recognition program in the nation. This year marks the 75th anniversary of the award that recognizes communities whose citizens work together to identify and tackle community-wide challenges and achieve uncommon results.

Each year, ten communities are selected as All-America Cities. These communities exemplify the true American spirit at work – these are places where citizens are actively engaged and committed to solving problems.

APPLICATIONS

Each year, the All-America City Award program receives applications from communities across the country. A Screening Committee of public and civic affairs experts reviews the applications and, following a careful and thorough examination, the Finalists are announced.

At hearings before the All-America City jury in June, each Finalist community will present its application and answer questions posed by the jury. Once the jury has carefully considered all Finalists' presentations and applications, the ten All-America Cities will be announced at a special awards ceremony.

CRITERIA

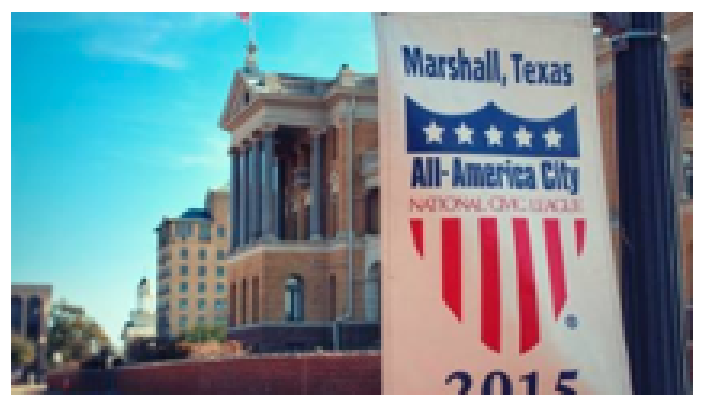
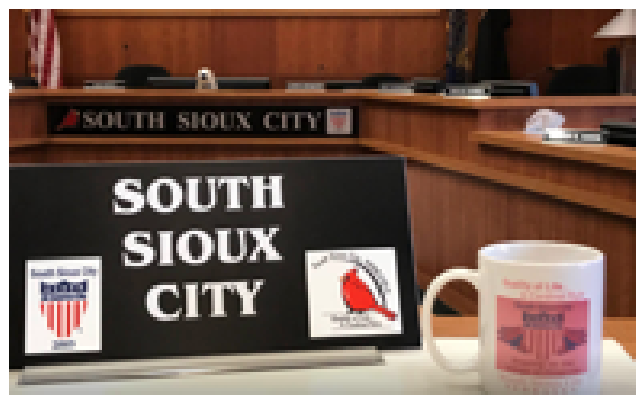
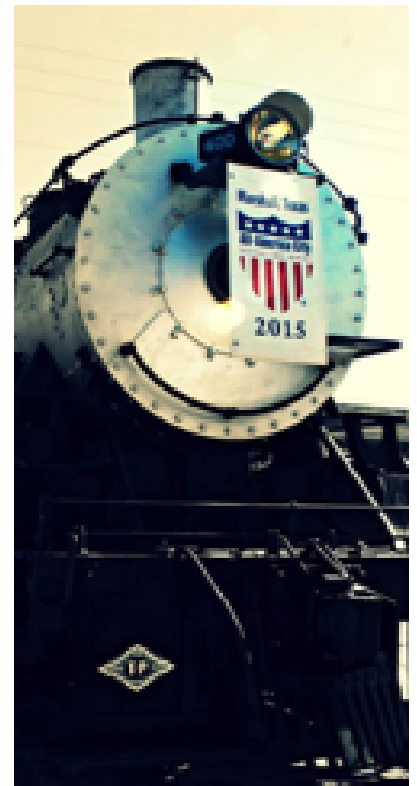
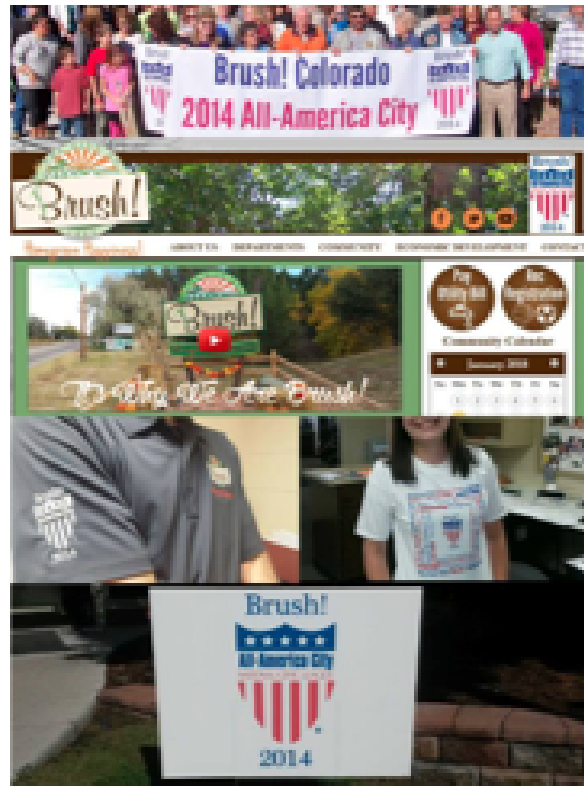
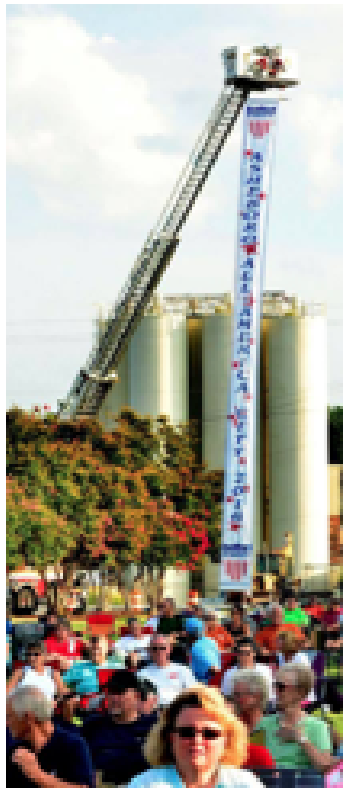
The 2024 AAC Awards accorded highest priority to proven, promising and/or innovative programs and initiatives that:

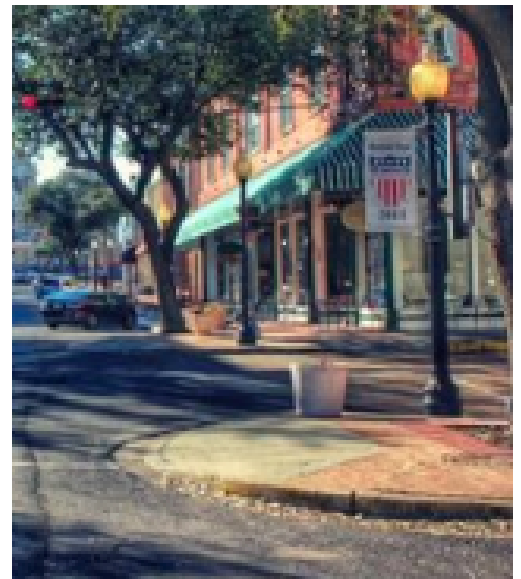
- **Shared Vision:** Is there a shared vision and long-term plan to address local challenges. Was the vision defined by the community, including youth?
- **Civic Engagement:** Did the activity include comprehensive resident engagement in decision-making and action planning? Were there strong engagement efforts that sought to listen to, and learn from, residents (including youth) in ongoing conversations and leverage those insights to shape the way the program/activity was administered, designed and executed?
- **Inclusiveness and Equity:** Was there intentional involvement of diverse segments and perspectives (ethnic, racial, socio-economic, age, sexual orientation, gender expression, people with disabilities, national origin, and others) in activity/program decision-making? Is there evidence of increased equity of outcomes for residents based on demographics?
- **Collaboration:** Was there cross-sector collaboration (business, academia, local government, nonprofits, military, etc.) and/or regional collaboration?
- **Innovation:** Was there creative use and leveraging of community resources, especially those most familiar to youth?

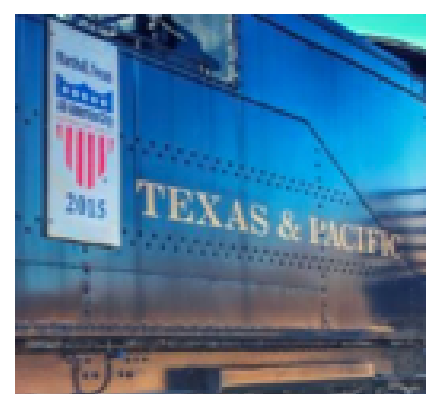
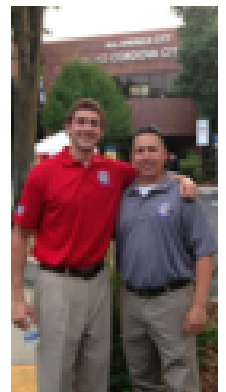
NATIONAL CIVIC LEAGUE

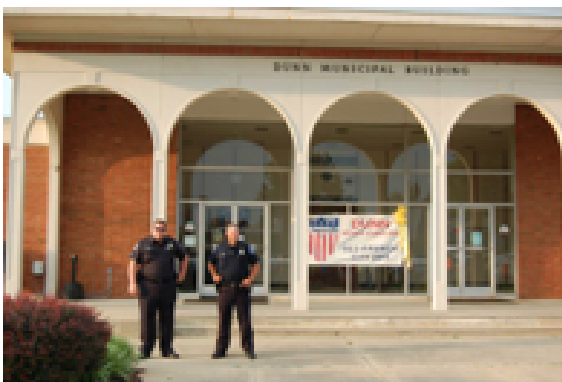
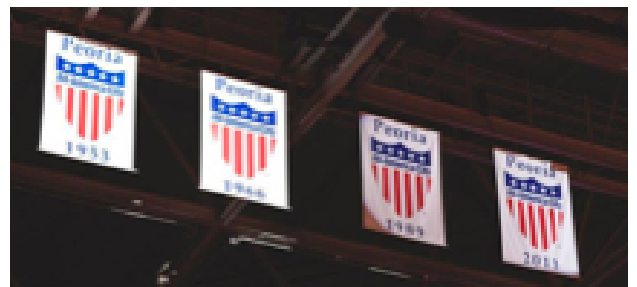
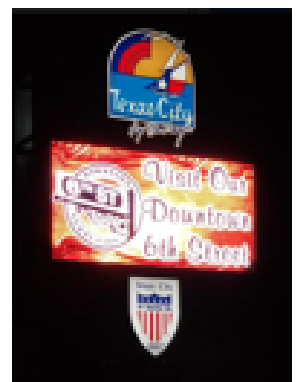
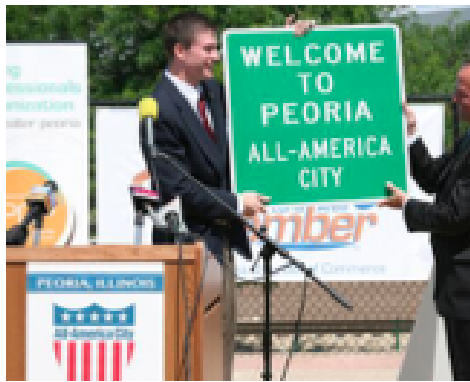
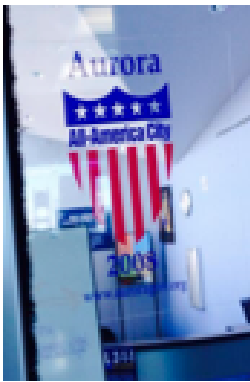
The All-America City Award is a program of the National Civic League, a nonprofit, nonpartisan organization founded in 1894 that advances civic engagement to create equitable, thriving communities. The League accomplishes its mission through technical assistance, training, publishing, research, and the All-America City Award, the nation's oldest and most prestigious community recognition program. The National Civic League is headquartered in Denver, Colorado.

MARKETING PHOTO EXAMPLES











All-America City

NATIONAL CIVIC LEAGUE



2024

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AEROSPACE ADVISORY COMMITTEE — Chair, Brian Freedman: AAC works on behalf of the aerospace industry in support of human space exploration and the commercialization of space. AAC was established 26 years ago to support the continuation of the International Space Station. The committee focuses on current trends with the space sector and works closely with local, state and federal elected officials on behalf of a strong industry. The AAC also supports other aerospace initiatives including Team NASA, Space Center Volunteers and Citizens for Space Exploration. ***Meets 1st Wednesday every month - from 12:00 PM-1:00 PM***

ANNUAL BANQUET COMMITTEE — Chair, Marcus Havican: Plans and prepares for the annual banquet held in January. ***Starting in August Committee meets 3rd Thursday – from 11:30 AM – 12:30 AM***

CITIZEN'S FOR SPACE EXPLORATION / TEXAS — Chair, Kelly Page: The mission of CSE is to promote awareness and advocate support for NASA and America's Vision for Space Exploration. ***Ad Hoc***

EDUCATION AND WORKFORCE DEVELOPMENT COMMITTEE — Chair, Harv Hartman: The EWDC's mission is to enhance Bay Area Houston's overall economic development and quality of life by collaborating to create a world-class education and training community; advocating for education; sharing best-practices; supporting regional economic development; assisting member organizations to achieve their respective goals; and establishing innovative and effective partnerships. ***Meets 3rd Thursday – from 3:30 PM – 5:00 PM***

HEALTH CARE COMMITTEE — Chair, Jennifer Anderson: The HCC's mission is to encourage collaboration between the Bay Area Houston Economic Partnership's "Health Care Provider" investors to improve the health status of our community; demonstrate the community and economic benefits and quality of the health care industry in our region, with a specific objective of maximizing availability of our local health care services, as possible, through partnering, and community awareness. ***Meets 4th Tuesday of every month from 11:30 AM – 1:00 PM***

INTERNATIONAL MARITIME ADVISORY COMMITTEE – Chair, Retired Senator Larry Taylor: The mission of IMAC is to support, advise, and advocate on matters relating to the region's maritime industry, ports, and supporting intermodal transportation infrastructure and to review and make recommendations on strategic and policy level decisions to improve the overall operating environment. ***Meets 3rd Thursday of every month from 8:00 AM – 9:15 AM***

POLITICAL PROTOCOL COMMITTEE — Chair, Teri Crawford: The PPC mission is to provide a forum for discussion, communication and outreach on issues affecting businesses in Bay Area Houston to elected officials, candidates and other key individuals. ***Meets 2nd Wednesday of every month from 4:00 PM – 5:00 PM***

TEAM NASA — Chair, Joyce Abbey: As a team comprised of NASA, contractor and community representatives, Team NASA will build a seamless partnership with JSC to enhance employee, contractor and community activities by providing coordinated planning, organization, communication and a process to review events to determine the overall value to all participants. ***Meets 1st Thursday of every month from 12:00 PM – 1:00 PM***

SMALL BUSINESS COMMITTEE — Chair, Amy Reid: The purpose of the SBC is to help the organization's small businesses grow by creating an environment for opportunity and advancement. ***Meets 1st Wednesday of every month from 7:30 AM – 9:00 AM***

SPACE CENTER VOLUNTEERS — Chair, Joyce Abbey: SCV is a volunteer organization consisting of contract and civil space industry employees working together in the community to improve life on Earth. ***Meets 1st Thursday of every month from 12:00 PM – 1:00 PM***

BAHEP CARES — Chair, John Martinec: — BAHEP Cares! is a volunteer program serving transitioning veterans, including current guard and reservists, or spouse, aiding them toward a rewarding career path via executive mentoring. ***Meets 3rd Wednesday of every month from 3:30 PM – 5:00 PM***

ENERGY COMMITTEE – Chair, Scott Watson: The mission of the Energy Committee is to develop policies, spear-head initiatives, and advocate for positions which address the region's biggest energy-related concerns. Constituents include energy professionals, large industrial energy users, utility representatives, and government officials involved in operating and regulating the Texas electrical grid. ***Last Wednesday of every month from 12:00 PM-1:15 PM***

BAHEP PUBLIC SAFETY COMMITTEE — Chair, RJ Boatman: — BAHEP Public Safety Committee fosters collaboration among local public safety entities, businesses, and community leaders within the Bay Area region of Houston, TX. It aims to enhance public safety, support economic development, and drive innovative community well-being solutions. ***Meets 2th Thursday of every month from 8:30 AM – 9:30 AM***

MILITARY AFFAIRS COMMITTEE – Chair, Brian Freedman: BAHEP Military Affairs Committee fosters collaboration between the military community and the Bay Area Houston region. The committee focuses on regional initiatives such as economic development efforts, advocacy, and infrastructure improvements to advance the region's military interests. Regular meetings provide updates on ongoing projects and discuss new opportunities to support military personnel and their families. ***Meets 1st Tuesday of every month from 4:30 – 5:30 PM***



*City of La Marque
All America City Marketing Plan
Memorandum*

This All-America City (AAC) Plan Draft is hereby prepared as a joint effort to properly commemorate this milestone achievement. Partners working together to date to enhance and fully celebrate La Marque being named a 2024 All-America City include the following: Bay Area Houston Economic Partnership (BAHEP), La Marque/Texas City Chamber of Commerce, La Marque Economic Development Corporation (EDC), La Marque Keep La Marque Beautiful Commission & City of La Marque. Attached is the All-America City 2024 Marketing Manual provided by National Civic League to be used as a guide to properly market winning this award. Below is a list of possible initiatives to enhance the branding and future economic development efforts of being named amongst the nation's best following that guide and through brainstorming efforts of all partners mentioned above.

- Special Commemorative All America City Inside La Marque Editorial highlighting all of the categories National Civic League judged in 2024 to name us as winners.
- Development of New Street Signs with affixed AAC logo (See attached design) to replace all street signs city-wide.
 - On 1/8/25, KLMBC approved the purchase of up to \$4,000 new street signs from their FY25 Budget appropriations. Code staff will work with Public Works staff to order and then begin installation of the first round of AAC street signs.
 - EDC will be considering funding some street signs for areas surrounding their buildings at future Revitalization meeting.
 - Public Staff has already begun their street signs replacement program with new signage and will continue to do so on an annual basis until all city signs are updated and as funding allows.
 - Possible funding could be sought through offering to sell current/old signs to residents who are interested in them as mementos.
- Overstreet Banner provided by EDC on corner of 1st Street and Laurel prominently displaying La Marque as a 2024 All America City with the National Civic League approved AAC Logo.
- National Civic League approved La Marque 2024 AAC logo affixed to all staff/council email signatures and future letterhead.
- Partnering with BAHEP to celebrate La Marque's AAC recognition at future committee meetings to possibly include Aerospace Advisory Committee, Annual Banquet, Education & Workforce Development Committee, & International Maritime Committee to name a few. A full list of committees for consideration is attached.

- Partnering with EDC to consider highlighting La Marque's AAC Recognition in future marketing materials.
- Partnering with La Marque/Texas City Chamber to consider highlighting La Marque's AAC Recognition in select future marketing materials and events.
- City will continue to highlight the 2024 AAC victory at city events as it did during the 2024 Bayou Fest which saw us invite National Civic League President, Doug Linkhart and other region dignitaries to take part in the festivities. See attached image for reference.
- Consideration of ordering special AAC lapels if approved by National Civic League as shown in attached mock-up design.
- Consideration to include approved AAC logo in future City Murals.
- As part of National Civic League's approved partnership with CGI, consider participation in their City Street Light Banner Program. See attached documents for thorough explanation of how project works. More information including testimonials about the program available at following link: [Community Showcase Banners | CGI Digital](#).
- City looking into possibility of advertising AAC recognition on local transit vehicles and former shelters. Will bring back a price to partners & Council for discussion.
- City to consider displaying AAC logo on city vehicles/assets with use of stickers and future staff shirts.
- Addition of AAC logo into wayfinding signs at entrances/exits of the City with TXDOT's permission on applicable roads.
- Work with TXDOT on possible marketing post I-45 construction to commemorate logo usage on their future signage.
- City to consider a special section of our website to commemorate 2024 AAC Award.
- Continue use of social media for AAC purposes.
- City to consider adding AAC Logo to future water tower designs.
- City to consider having new city signs at entrance points and for the AAC logo to be a part of new signage.
- City to consider adding our AAC logo on future give a way items such as t shirts, mouse pads, etc.
- Approval of all AAC logo usage must first be approved by National Civic League with a proof and in writing.
- This list is only a starting point of ways we can continue to brand our La Marque being named a 2024 All America City. Continued ideas, efforts, and fundraising ideas will continue to be sought and considered.



CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025
Prepared by: _____
Department: Administration

Agenda Item: 8.X.
Reviewed by: _____

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:



La Marque Library staff propose the following as a preliminary plan for summer camp 2025

Tentative theme: **Color, Create, Connect: La Marque Summer of Art & Kindness**

First day: Monday, July 14

Last day: Thursday, July 24

Hours: Monday - Thursday 7:45 - 4:00

Maximum 30 participants, ages 5 – 12

We have begun discussion with TCISD about using Hayley Elementary as the host site for the camp.

Requested facilities for use by City of La Marque camp participants include gymnasium, courtyard, playground, cafeteria, a designated accessible restroom, and two classrooms for activity rotations.

Campers will have access to meals provided by TCISD.

Youth Program Coordinator and City of La Marque summer interns will lead staffing and scheduling daily activities.

Summer is the busiest season for library staff due to summer reading initiatives and increased programming efforts. Because library staff are heavily involved in summer camp operations, the summer reading program will run in June and conclude before camp commences in mid-July.

Next steps:

- Establish MOU with TCISD for use of Hayley Elementary
- Acquire necessary insurance to cover staff and participants at off-site City programs
- Staff attain any necessary safety certifications, training, or other requirements for operation of children's camp

AJM 12/19/2024





CITY COUNCIL AGENDA FORM

Meeting Date: January 27, 2025

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Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT: