



Sherry Garrison, Council Position 1  
TJ Haight, Council Position 2  
Tommy Ginn, Council Position 3

Bill Patterson, Council Position 4  
Ron Martin, Council Position 5  
Rae A. Sinor, Council Position 6

James Stokes, City Manager  
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

Shannon Bennett, City Secretary  
Jim Fox, City Attorney

*In order to help prevent the spread of the virus that causes COVID-19, the City of Deer Park is asking members of the public attending the meeting to:*

- 1. Maintain at least 6 feet separation from other individuals.*
- 2. Self-screen before going into the meeting for any of the following new or worsening signs or symptoms of possible COVID-19: (Cough, Shortness of breath or difficulty breathing, Chills, Repeated shaking with chills, Muscle pain, Headache, Sore throat, Loss of taste or smell, Diarrhea, Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit, Known close contact with a person who is lab confirmed to have COVID-19, Wash or disinfect hands upon entering the building and after any interaction with others in the building.*
- 3. Consider wearing cloth face coverings (over the nose and mouth) when entering the building, or when within 6 feet of another person who is not a member of the individual's household.*

*The City of Deer Park will be limiting attendance in the Council Chambers to seventy five percent (75%) of the total listed occupancy of room capacity during this meeting.*

*Ordinance #4244*

*Resolution #2021-03*

## **CALL TO ORDER**

*The 1781st meeting of the Deer Park City Council.*

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **COMMENTS FROM AUDIENCE**

*The Mayor shall call upon those who have registered to address Council in the order registered. There is a five minute time limit . A registration form is available in the Council Chambers and citizens must register by 7:25 p.m.*

## **PRESENTATIONS**

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*The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.*

1. Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance from the request of Lisa Ritter and DMR Cremation and Mortuary Services for a Specific Use Permit to conduct crematory and mortuary services at 4610 Center Street. [ORD 21-044](#)

**Recommended Action:** Approval of the ordinance.

**Attachments:** [4610 Center](#)  
[Specific Use Permit-NOT GRANTED--Ritter and DMR -4610 Center St-05-2021](#)

2. Check Presentation to Deer Park Youth Sports Leagues. [PRE 21-019](#)

**Recommended Action:** Applause

**Department:** Chairperson Haight and City Manager's Office

3. Proclamation recognizing National Public Works Week. [PRO 21-008](#)

**Department:** Public Works

**Attachments:** [Proclamation](#)  
[Banner Image](#)

4. Proclamation recognizing Emergency Medical Services and declaring the week of May 16-22, 2021 as EMS Week. [PRO 21-007](#)

**Recommended Action:** Presentation of the Emergency Medical Services Week Proclamation

**Attachments:** [Emergency Medical Services Week 2021](#)

## AWARDING/REJECTING BIDS

5. Awarding bid to Cherry House Sales for the sale of the residential structure at 518 E. Pasadena Boulevard to be moved by buyer at the buyer's expense. [BID 21-012](#)

**Recommended Action:** Staff recommends approval.

**Attachments:** [Cherry House Sales Purchase Proposal](#)

## CONSENT CALENDAR

6. Approval of minutes of workshop meeting on May 04, 2021. [MIN 21-054](#)

**Recommended Action:** Approval

**Attachments:** [CC MW 050421](#)

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7. Approval of minutes of regular meeting on May 04, 2021.

[MIN 21-053](#)

**Recommended Action:** Approval

**Attachments:** [CC MR 050421](#)

8. Approval of tax refund to Speedy Auto Sales in the amount of \$742.21 due to an overpayment.

[TAXR  
21-048](#)

**Recommended Action:** Approve the tax refund to Speedy Auto Sales.

**Department:** Finance

9. Approval of tax refund to Falls of Deer Park in the amount of \$6,520.24 due to a value decrease granted by Harris County Appraisal District.

[TAXR  
21-049](#)

**Recommended Action:** Approve the tax refund to Falls of Deer Park.

**Department:** Finance

10. Approval of tax refund to Conroe Hospitality LLC in the amount of \$2,003.89 due to a value decrease granted by Harris County Appraisal District.

[TAXR  
21-050](#)

**Recommended Action:** Approve the tax refund to Conroe Hospitality LLC.

**Department:** Finance

11. Approval of tax refund to Rafael Burciaga in the amount of \$677.36 due to a homestead exemption granted by Harris County Appraisal District.

[TAXR  
21-051](#)

**Recommended Action:** Approve the tax refund to Rafael Burciaga.

**Department:** Finance

12. Approval of tax refund to Janet Mysinger in the amount of \$911.93 due to a homestead exemption, an over-65 exemption and a freeze change granted by Harris County Appraisal District.

[TAXR  
21-052](#)

**Recommended Action:** Approve the tax refund to Janet Mysinger.

**Department:** Finance

13. Approval of tax refund to Moonscape Real Estate LLC in the amount of \$776.40 due to a value decrease granted by Harris County Appraisal District.

[TAXR  
21-053](#)

**Recommended Action:** Approve the tax refund to Moonscape Real Estate LLC.

**Department:** Finance

14. Approval of tax refund to Loves Travel Stops & Country Stores Inc. in the amount of \$7,966.00 due to a value decrease granted by Harris County Appraisal District.

[TAXR  
21-054](#)

**Recommended Action:** Approve the tax refund to Loves Travel Stops & Country Stores Inc.

**Department:** Finance

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15. Authorization of the issuance of a Request for Qualifications (RFQ) for architectural services for the planning and design of fire department bond-funded facilities and negotiating contract terms with selected firm(s). [RFQ 21-001](#)

**Recommended Action:** Authorize the issuance of the Request for Qualifications (RFQ) and subsequent negotiations.

**Department:** City Manager's Office

**Attachments:** [RFQ - DPFDF Facilities 2021](#)  
[RFQ - Architectural Services - Notice to Bidders](#)

16. Acceptance of completion of Maxwell Subdivision and X Street Sanitary Sewer Rehabilitation Project. [ACT 21-011](#)

**Recommended Action:** Staff is recommending that council accept completion of the project.

**Department:** Public Works

## NEW BUSINESS

17. Consideration of and action on the designation of Mayor Pro-Tem. [PT 21-001](#)

**Recommended Action:** Accept recommendation of staff for designation of members to fill each four-month term.

**Attachments:** [PROTEM.2021](#)

18. Consideration of and action on a contract with Crowder Gulf, LLC for Disaster Debris Removal Services. [CON 21-006](#)

**Recommended Action:** Staff recommends approval of this contract

**Attachments:** [RFP - Debris Removal Services - 2021 - Complete](#)  
[RFP - Debris Removal Services - 2021 - Proposal Scoring Sheet](#)  
[Disaster Debris Removal Bid Tab April 1, 2021](#)  
[Full Contract with Forms](#)

19. Consideration of and action on accepting the Community Center Pre-school, LLC. letter of nonrenewal for the 2021-2022 academic school year. [CON 21-002](#)

**Recommended Action:** Recommendation is to accept the Community Center Pre-school, LLC. letter of nonrenewal for the 2021-2022 academic school year.

**Attachments:** [FW Agreement-Community Center Preschool](#)  
[Community Center Preschool- Jaime Sanchez \(1\)](#)

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20. Consideration of and action on the application submission and approving the acceptance of a grant through the Bulletproof Vest Partnership Grant Act. [GRT 21-001](#)

**Recommended Action:** Recommend City Council approval for the Police Department to apply for and accept a grant through the Bulletproof Vest Partnership Grant Act.

21. Consideration of and action on a resolution adopting rules governing the receipt of electronic bids and proposals through CIVCAST for construction projects in accordance with section 252.0415 of the Texas Local Government Code. [RES 21-132](#)

**Recommended Action:** Approve the resolution adopting rules governing the receipt of electronic bids and proposals through CIVCAST for construction projects in accordance with section 252.0415 of the Texas Local Government Code.

**Attachments:** [Res-Adopt 252.0415 Electronic Bids-CIVCAST- 05-2021](#)  
[Exhibit A](#)  
[Exhibit B civcast-security](#)

22. Consideration of and action on an ordinance appointing two alternate members to the Board of Adjustment. [ORD 21-042](#)

**Recommended Action:** Approval of appointment of two alternate member to the Board of Adjustment.

**Attachments:** [Appoint 2 Alternate Members to Planning and Zoning and Board of Adjustment](#)

23. Consideration of and action on an ordinance appointing two members to the Planning and Zoning Commission/Board of Adjustment. [ORD 21-043](#)

**Recommended Action:** Appoint Ray Balusek and Doug Cox as the Planning and Zoning Commission/Board of Adjustment members for the 2021-2023 term.

**Attachments:** [Appoint Members to Planning and Zoning and Board of Adjustment ending 2023](#)

24. Consideration of and action on an ordinance appointing members to the Parks and Recreation Commission. [ORD 21-041](#)

**Recommended Action:** To accept the Boards and Commission Selection Committee's recommendation and approve the appointment of Jo Kiefer, Sherry Redwine and Jamie Cox to the P&R Commission.

**Attachments:** [Appoint 2 Members to Parks & Recreation Commission-Term ending May 2023](#)

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25. Consideration of and action on a referral from the Planning and Zoning Commission and an ordinance calling a Joint Public Hearing from the request of Zhiyong Liu and Lin Lin to rezone 1812 Center Street TR 143 A Deer Park Outlots from General Commercial (GC) Zoning District to Office and Professional (OF) Zoning District to build a Multi-Tenant building for general professional offices.

[ORD 21-045](#)

**Recommended Action:** Approval of ordinance calling a Joint Public Hearing on June 15, 2021 at 7:30 p.m.

**Department:** City Secretary's Office

**Attachments:** [Liu \(1812 Center\)](#)  
[Joint Public Hearing-ReZone-1812 Center St-05-2021](#)

## ADJOURN

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Shannon Bennett, TRMC  
City Secretary

Posted on Bulletin Board  
May 14, 2021

*City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodation services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281-478-7248 for further information.*

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## Legislation Details (With Text)

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**File #:** ORD 21-044    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 5/7/2021    **In control:** City Council  
**On agenda:** 5/18/2021    **Final action:**

**Title:** Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance from the request of Lisa Ritter and DMR Cremation and Mortuary Services for a Specific Use Permit to conduct crematory and mortuary services at 4610 Center Street.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [4610 Center](#)  
[Specific Use Permit--NOT GRANTED--Ritter and DMR -4610 Center St-05-2021](#)

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

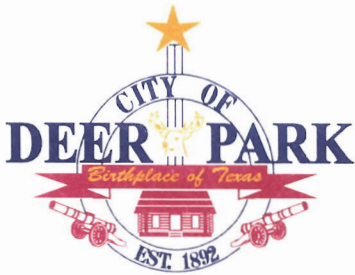
Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance from the request of Lisa Ritter and DMR Cremation and Mortuary Services for a Specific Use Permit to conduct crematory and mortuary services at 4610 Center Street.

**Summary:**

The Planning and Zoning Commission held a Preliminary Public hearing on May 3, 2021. It is their recommendation to deny the request of Lisa Ritter and DMR Cremation and Mortuary Services for a Specific Use Permit to conduct crematory and mortuary services at 4610 Center Street.

**Fiscal/Budgetary Impact:**

**Approval of the ordinance.**



Douglas Cox, Chairman  
Stan Garrett , Vice Chairman  
Danielle Wendeburg, Commissioner  
Ray Balusek, Commissioner  
Don Tippit, Commissioner

710 E. San Augustine • P. O. Box 700 • Deer Park, Texas 77536 • (281) 479-2394 • Fax: (281) 478-7217

## PLANNING & ZONING COMMISSION

May 4, 2021

Honorable Mayor and City Council  
City of Deer Park  
P. O. Box 700  
Deer Park, Texas 77536

Honorable Mayor and Council:

On May 3, 2021, the Planning and Zoning Commission met for a public hearing to consider the request of Lisa Ritter and DMR Cremation and Mortuary Services for a Specific Use Permit to a operate crematory and mortuary services at 4610 Center Street.

As a result of the hearing, the Planning and Zoning Commission would like to recommend the request be denied.

Respectfully submitted,

*Douglas Cox*

/s/ Douglas Cox  
Chairman  
Planning and Zoning Commission

# LISA RITTER

3622 Chandler Ln. Deer Park, TX 77536 · 281-476-9759

Email ·

City of Deer Park  
Public Works Department  
Attn: City Council  
610 E San Augustine  
Deer Park, TX 77536

March 8, 2021

TO WHOM IT MAY CONCERN,

This letter is a request for a "Specific Use Permit" at the following owned property:

Business Address: 4610 Center Street Deer Park, TX 77523

The request for Specific Use Permit is to allow for DMR Cremations and Mortuary Services to occupy the existing physical property. The intent will be to utilize the real property for use of a crematory and mortuary service licensed by the Texas Funeral Commission. All standards of practice will adhere to the Texas Administrative Code for operations of a crematory and mortuary service. Upon acceptance and approval of the Specific Use Permit the business owner will adhere to all licensing and occupational standards.

I am requesting the Specific Use Permit be granted for the following business:

Business name: DMR Cremations and Mortuary Services

Business location: 4610 Center St. Deer Park, TX 77536

Business phone: 281-476-4693 Business fax: 281-476-4868

Applicant name: Lisa Ritter

Applicant phone: 281-476-9759

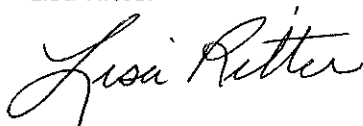
Applicant address: 3622 Chandler Lane Deer Park TX 77536

Proposed Use: Crematory/Mortuary Services

Previous Use: Auto repair center

I would like to thank you for considering the application for the Specific Use Permit. Please feel free to contact me with any additional questions concerning this request.

Lisa Ritter



# CITY OF DEER PARK

## Specific Use Permit



LN-000401-2021

PERMIT #: LN- 000401 -2021

ISSUED DATE: March 08, 2021

PROJECT:

EXPIRATION DATE :

PROJECT ADDRESS: 4610 CENTER ST

OWNER NAME: Lisa Ritter

CONTRACTOR:

ADDRESS: 3622 Chandler Ln

ADDRESS:

CITY: DEER PARK

CITY:

STATE : TX

STATE :

ZIP: 77536

ZIP:

PHONE:

### PROJECT DETAILS

PROPOSED USE:

DESCRIPTION: Specific Use Permit To Operate A  
Crematorium

SQ FT:

0

VALUATION :

\$ 0.00

### PERMIT FEES

TOTAL FEES : \$ 1,000.00

PAID: \$ 1,000.00

BALANCE: \$ 0.00

### ALL PERMITS MUST BE POSTED ON THE JOBSITE AND VISIBLE FROM THE STREET

#### NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 1 YEAR AT ANY TIME AFTER WORK IS STARTED. ALL PERMITS ARE SUBJECT TO THE FOLLOWING :

- ALL WORK MUST COMPLY WITH THE BUILDING, ELECTRICAL, PLUMBING, AND MECHANICAL CODES ADOPTED BY THE CITY OF DEER PARK AT THE TIME THE PERMIT IS ISSUED .
- IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO COMPLY WITH ALL STATE & FEDERAL DISABILITY REQUIREMENTS
- ENCROACHMENTS OF EASEMENTS AND RIGHT-OF-WAYS ARE NOT ALLOWED .

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT . ALL PROVISIONS LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT . GRANTING OF PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION .

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

DATE

APPROVED BY

DATE

**TO SCHEDULE NEXT DAY INSPECTIONS CALL BY 4PM 281-478-7270**

**ALL REINSPECTIONS ARE SUBJECT TO A \$45.00 REINSPECTION FEE**

You can request a morning or afternoon inspection and we will do our best to accommodate you but there are no guarantees, it will depend on the volume of inspections scheduled that day .

710 E San Augustine Deer Park, TX 77536 Fax 281-478-0394  
[www.deerparktx.gov/publicworks](http://www.deerparktx.gov/publicworks)

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4610 Cedar Street  
Quincy, Ill. 62301

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**CONCLUSIONS**

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## Introduction

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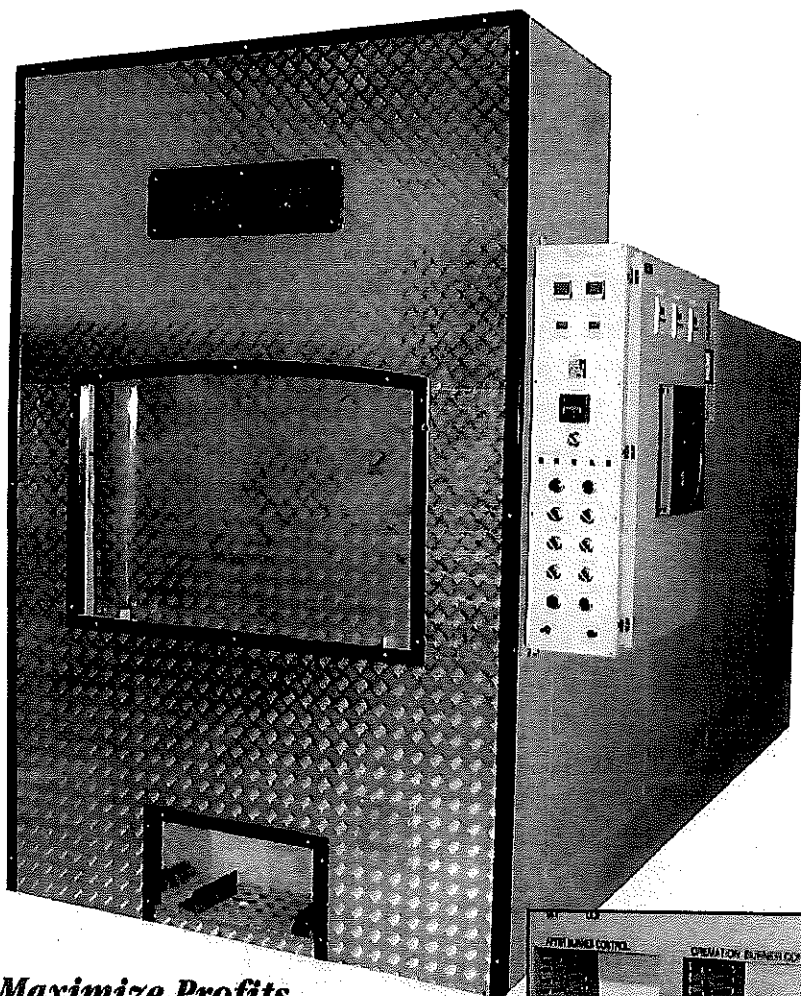
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## A-250-WH

"Hot Hearth" Cremation Chamber



### Maximize Profits

With the addition of the "Trilogy" combustion control & monitoring system (shown here) you get the advantage of increased fuel efficiency, advanced monitoring and diagnostic capabilities. The "Trilogy" system allows for immediate and accurate troubleshooting, decreasing and/or eliminating costly down time. American Crematory Equipment Company is proud to be the only manufacture to employ this technology.



The American A-250-WH Cremator features the largest loading chamber in its class; 45" wide x 102" in length. The A-250-WH is designed to easily preform 6 or more cremations per day, with an average cremation time of 100 minutes or less. Also featured on the A-250-WH is "Throat Air" and "Hearth Air" Control. Throat Air allows the operator the ability to effectively control and eliminate stack emissions. Hearth Air allows the operator full control of the primary chamber over fire air which effectively decreases cremation times. Additionally the combustion process is cycled and monitored by automatic temperature and timer controls which ensure fuel efficiency.

#### A-250-WH Specifications

Height	8'4" (2.5m)
Length	15'6" (4.57m)
Width	6'9" (1.82m)
Weight	28,000 Lbs. (12,700 kg)
Installation Clearance Required	8' min. (2.43m)
Fuel	Natural Gas, Propane, or Butane
Electrical	220V/60Hz/1 Phase or 3 Phase (Nationally) 240V/50Hz/1 Phase or 3 Phase (Internationally)
Maximum Fuel Rating	2.25MM BTU/HR
Panel	Right, Left or Remote
Warranty	2 year "Best in Class"

#### Options:

- "Trilogy" Combustion Control & Monitoring System
- "Guardian" PLC, DAS & Touch Screen Control System
- "Aries" Complete Logic Control
- Combustion Blower "Silencer"

Available in a wide range of colors allowing you or our team to design a comforting setting for your customers.

#### Ask About Our Lease & Finance Options



"Like" Us on Facebook:

[www.facebook.com/americancrematory](http://www.facebook.com/americancrematory)

**Sales • Service • Supplies • Repairs**

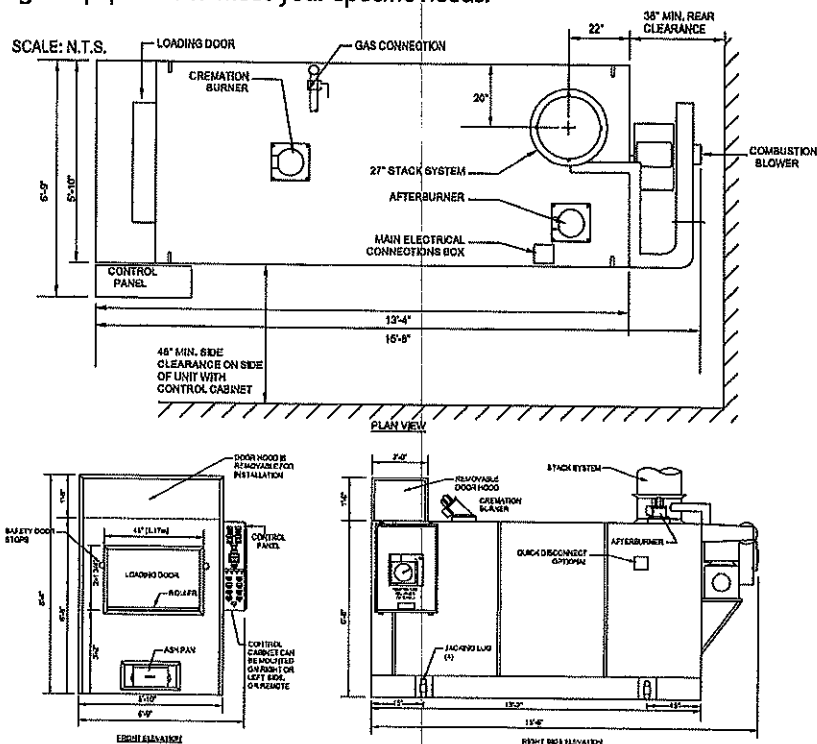
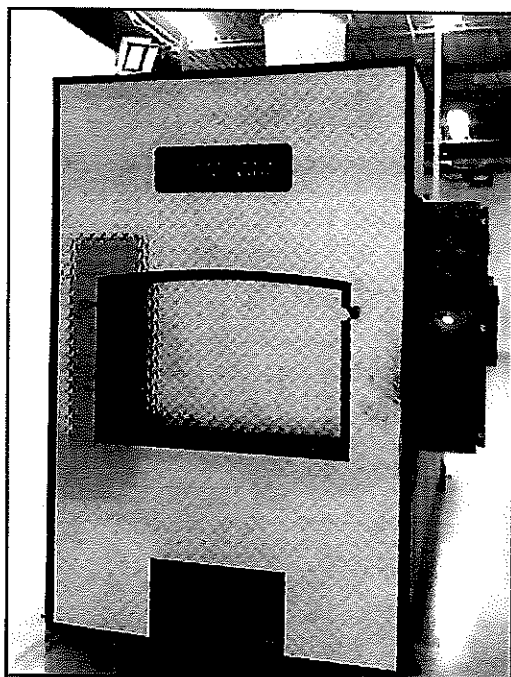
[www.AmericanCrematory.com](http://www.AmericanCrematory.com)

Corporate Office: (562) 926-2876 • (800) 396-2254 • Fax: (562) 926-2880



# A-250-WH

"Hot Hearth" Cremation Chamber



## Scope of Operations:

- American Made and Quality Built Human & Pet Crematories
- Refrigeration & Cooler Rack Systems To Meet Your Needs
- Cremation Certification & Training Programs
- Annual Tune-up & Calibration Specials
- Refractory Repair
- Design & Construction Consulting
- Service & Repair On Every Type Of Cremation Unit On The Market Today
- Reasonable & Competitive Pricing On All Our Products & Services
- Friendly, Knowledgeable, Experienced and Bilingual Technicians
- Parts, Supplies, and Ancillary Equipment
- Maintenance Programs
- 24/7/365 Customer Service
- 24 Hr. Emergency Hotline at **1.800.396.2254**

## The American Advantage

Since 1974, American has been manufacturing, servicing, and repairing cremation equipment worldwide. We are the premiere manufacturer of *Hot Hearth Cremation Equipment in North America Today!* We are the only manufacturer to offer a full 2-year warranty on all new equipment. We carry a complete line of cremation equipment, including safety equipment, tools, supplies and parts to satisfy your cremation needs. Our factory trained technicians provide excellent diagnostics, service and repair on all makes and models of cremation equipment on the market today. They are available to address your service needs 24 hours a day 7 days a week.

## Service is Everything™

We pride ourselves on staying at the forefront of technology to bring you the most innovative equipment available. If you are looking for cremation equipment, we will assist you thru all phases of the equipment purchasing process including: planning, zoning, permitting, building layout, construction consulting, installation, start-up and training.

Our philosophy is simple; Always put the customers first, have integrity and be reliable. No matter what your needs might be we are here for you because we understand that... *Service is Everything™*.

[www.AmericanCrematory.com](http://www.AmericanCrematory.com)

Corporate Office: (562) 926-2876 • (800) 396-2254 • Fax: (562) 926-2880  
14530 Anson Avenue • Santa Fe Springs, CA 90670

Sec. 716.003. LOCATION OF CREMATORY. (a) A crematory may be constructed on or adjacent to a perpetual care cemetery or adjacent to a funeral establishment.

(b) A crematory, other than a crematory registered with the commission on September 1, 2003, must:

(1) be adjacent to a perpetual care cemetery or funeral establishment; and

(2) be owned or operated by the person that owns or operates the perpetual care cemetery or funeral establishment.

(c) In this section, "adjacent to" means that a part of the property on which the crematory is to be constructed has a common boundary with:

(1) the perpetual care cemetery or property on which the funeral establishment is located; or

(2) a public easement, a utility easement, or a railroad right-of-way that has a common boundary with the perpetual care cemetery or property on which the funeral establishment is located.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO LISA RITTER AND DMR CREMATION AND MORTUARY SERVICES TO CONDUCT CREMATORY AND MORTUARY SERVICES AT 4610 CENTER STREET, DEER PARK, TEXAS.**

**WHEREAS, Lisa Ritter and DMR Cremation and Mortuary Services**, the owner of a site at 4610 Center Street, located in Deer Park, Harris County, Texas, has made application for a Specific Use Permit pursuant to section 11.4 of Ordinance No. 819, the Zoning Ordinance of the City of Deer Park, to conduct crematory and mortuary services; and

**WHEREAS**, following due notice, the Planning and Zoning Commission of the City of Deer Park, Texas, held a Public Hearing upon such application and, having investigated the manner in which the proposed location and character of such Specific Use will affect the Zoning Ordinance and the comprehensive plan of the City of Deer Park, Texas, made final report and recommendation to the City Council of the City of Deer Park, Texas, recommending that such application **NOT** be conditionally granted; and

**WHEREAS**, the City Council of the City of Deer Park, Texas, finds that the granting and approval of said application for such Specific Use Permit will not adversely affect the character and appropriate use of the area of neighborhood in which it is proposed to be located, will not substantially depreciate the value of adjacent and nearby properties for use in accordance with the regulations of the Zoning District in which they are located; will not be detrimental in keeping with the spirit and intent of said Zoning Ordinance; will not adversely affect traffic, public utilities, public health, public safety and the general welfare under the conditions hereinafter set forth;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:**

**1.** That **Lisa Ritter and DMR Cremation and Mortuary Services** be, and is hereby, **NOT GRANTED** a Specific Use Permit for the purpose of conducting crematory and mortuary services at

4610 Center Street, in Deer Park, Texas, subject to **Lisa Ritter and DMR Cremation and Mortuary Services** complying with all the requirements of the Zoning Ordinance of the City of Deer Park and plat submitted for said project.

2. A copy of this Ordinance, duly certified by the City Secretary and approved by the City Engineer of the City of Deer Park, Texas shall operate as the Permit.

3. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was give, all as required by Chapter 551 of the Government Code of the State of Texas.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_ day of \_\_\_\_\_, 2021 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”**.

\_\_\_\_\_  
**MAYOR**, City of Deer Park, Texas

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED:**

\_\_\_\_\_  
City Attorney



## Legislation Details (With Text)

**File #:** PRE 21-019    **Version:** 2    **Name:**  
**Type:** Presentation    **Status:** Agenda Ready  
**File created:** 5/12/2021    **In control:** City Council  
**On agenda:** 5/18/2021    **Final action:**  
**Title:** Check Presentation to Deer Park Youth Sports Leagues.  
**Sponsors:** T.J. Haight, City Manager's Office  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
5/18/2021	2	City Council		

Check Presentation to Deer Park Youth Sports Leagues.

### Summary:

During this portion of the agenda Mr. Chad Hyland, former President of Deer Park Girls Softball, will give a special presentation. He led a group of volunteers recently who helped organize a golf tournament to raise money for Deer Park's youth sports associations (Girls Softball, PONY Baseball, and Deer Park Soccer FC). At this time, proceeds from the golf tournament will be distributed to the leadership of those youth sports leagues.

### Fiscal/Budgetary Impact:

N/A

Applause



## Legislation Details (With Text)

**File #:** PRO 21-008    **Version:** 1    **Name:**  
**Type:** Proclamation    **Status:** Agenda Ready  
**File created:** 5/4/2021    **In control:** City Council  
**On agenda:** 5/18/2021    **Final action:**  
**Title:** Proclamation recognizing National Public Works Week.  
**Sponsors:** Public Works  
**Indexes:**  
**Code sections:**  
**Attachments:** [Proclamation](#)  
[Banner Image](#)

Date	Ver.	Action By	Action	Result
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Proclamation recognizing National Public Works Week.

### Summary:

Proclamation recognizing the week of May 16<sup>th</sup> thru May 22<sup>nd</sup> as National Public Works Week. The theme this year is: "Stronger Together". This year's theme challenges our members and their citizens to think about the role public works plays in creating a great place to live. By working together, the impact citizens and public works professionals can have on their communities is magnified and results in the ability to accomplish goals once thought unattainable.

Public Works helps maintain a community's strength by working together to provide an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings and spaces, emergency management and first response, solid waste, and right-of-way management. Public Works provides togetherness needed for collaboration with all the stakeholders in capital projects, infrastructure solutions, and quality of life services.

This year we honor the vital contribution Public Works professionals make every day to communities across our country.

### Fiscal/Budgetary Impact:

No impact



*Office of the Mayor*

# **Proclamation**

**WHEREAS**, public works services provided in our community are an integral part of our citizens' everyday lives; and

**WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings and solid waste collection; and

**WHEREAS**, the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities as well as their planning, design and construction is dependent upon the efforts and skills of public works officials; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

**NOW, THEREFORE, I, MAYOR JERRY MOUTON**, City of Deer Park, Texas by virtue of the authority vested in me by the Constitution and laws of the City of Deer Park, Texas do hereby proclaim the week of May 16th - 22nd as

## **“NATIONAL PUBLIC WORKS WEEK”**

In the City of Deer Park, and I call upon all citizens and civic organizations to acquaint themselves with the issues that are involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

IN WITNES WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Deer Park to be affixed hereto this 18<sup>th</sup> day of May, Two Thousand and Twenty One, A.D.

Jerry Mouton, Mayor  
City of Deer Park, Texas







## Legislation Details (With Text)

**File #:** PRO 21-007    **Version:** 1    **Name:**  
**Type:** Proclamation    **Status:** Agenda Ready  
**File created:** 4/29/2021    **In control:** City Council  
**On agenda:** 5/18/2021    **Final action:**  
**Title:** Proclamation recognizing Emergency Medical Services and declaring the week of May 16-22, 2021 as EMS Week.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Emergency Medical Services Week 2021](#)

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Proclamation recognizing Emergency Medical Services and declaring the week of May 16-22, 2021 as EMS Week.

### Summary:

National Emergency Medical Services Week brings together local communities and medical personnel to publicize safety and honor the dedication of those who provide the day-to-day lifesaving services of medicine's "front line."

### Fiscal/Budgetary Impact:

None

### Presentation of the Emergency Medical Services Week Proclamation



*Office of the Mayor*

# P r o c l a m a t i o n

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**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the emergency medical services system consists of emergency medical technicians, paramedics, emergency medical technicians, emergency physicians, first responders, firefighters, administrators, educators and others; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

**NOW, THEREFORE, I, JERRY MOUTON**, along with Deer Park City Council, hereby proclaim the week of May 16–22, 2021 as:

**“EMERGENCY MEDICAL SERVICES WEEK”**

**IN WITNESS WHEREOF**, I have hereunto set my hand and have caused the Official Seal of the City of Deer Park to be affixed hereto this 18th day of May, Two Thousand and Twenty-One, A.D.

**Mayor Jerry Mouton**  
**City of Deer Park**



## Legislation Details (With Text)

**File #:** BID 21-012    **Version:** 1    **Name:**  
**Type:** Bids    **Status:** Agenda Ready  
**File created:** 5/11/2021    **In control:** City Council  
**On agenda:** 5/18/2021    **Final action:**  
**Title:** Awarding bid to Cherry House Sales for the sale of the residential structure at 518 E. Pasadena Boulevard to be moved by buyer at the buyer's expense.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Cherry House Sales Purchase Proposal](#)

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Awarding bid to Cherry House Sales for the sale of the residential structure at 518 E. Pasadena Boulevard to be moved by buyer at the buyer's expense.

### Summary:

The property at 518 E. Pasadena Blvd was purchased in 2019 as a potential site for a new Fire Station #2. The property contains a wood-frame residential structure on pier and beam construction which could potentially be moved. City Council authorized the solicitation of bids for the purchase of said house, which would be required to be moved by buyer at buyer's expense (authorized 9-3-2019, AUT 19-041).

Earlier this year, the City published a Request for Proposals and received bids for the residential structure. One (1) bid was received, and it being from Cherry House Sales.

Cherry House Sales has proposed to purchase the residential structure for the sum of ten dollars (\$10) plus additional services to be performed by buyer. Cherry's proposal includes the requisite permitting process and compliance with all City Ordinances. Additionally, Cherry offers to supply all utility disconnects and to remove the freestanding garage, its foundation, and the driveway. These additional services are estimated (by Chery) to be valued at \$2,500.

### Fiscal/Budgetary Impact:

There is no cost to the City of Deer Park.

Staff recommends approval.

9235 Edgebrook  
Houston, Texas 77075

713-941-2924  
713-941-8932f



## House Sales

April 29, 2021

City of Deer Park  
710 E San Augustine  
Deer Park, Texas 77536  
281-478-7228

The salvage and removal of one house and garage located at 518 East Pasadena Blvd – Deer Park, Texas. City of Deer Park to be known as Seller/agent henceforth.

Cherry House Moving Sales agrees to do the following work:

1. Remove house within 60 days from acceptance of this contract.
2. Cherry will supply all utility disconnects as needed to remove house; **to include killing gas line, electric meter and drop removal, and sewer disconnect.**
3. Supply all necessary moving permits.
4. Remove all debris generated from move, concrete foundations and driveways to a depth of, but not limited to, 6" below ground level; but not to include perimeter fences, driveway approaches, and city sidewalks. Rough grade site with existing material on-site. **(\$2,500.00 value)**

**ALL WORK SUBJECT TO PERMIT APPROVAL BY THE CITY OF DEER PARK AND BUILDING BEING CONVEYED TO CHERRY HOUSE SALES IN A LIKEWISE CONDITON AS TO NOW.**

Cherry House Moving Company/Cherry House Sales is not responsible for any and/or all back due taxes, liens, legal encumbrances, deed restrictions, elevation of lot as they may pertain to the above stated property.

Financial Agreement: \$ 10.00 (Ten Dollars)

Total price payable to Seller/agent before equipment is moved on site.

Cherry House Sales, Christina Huffman, agent

RFP IS ACKNOWLEDGED AND THE REQUIREMENTS AND  
NOTICES ACCEPTED. *CH*





CHERHOU-01

MWADE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Maguire Agency 1970 Oakcrest Avenue, Suite 300 Roseville, MN 55113	<b>CONTACT NAME:</b> Housemover Account	
	<b>PHONE (A/C, No, Ext):</b> (651) 638-9100	<b>FAX (A/C, No):</b> (651) 638-9762
	<b>E-MAIL ADDRESS:</b> msundeen@maguireagency.com	
<b>INSURED</b> Cherry House Moving Co, Inc. Sovereign Funding, LLC Cherry Construction Services, LLC 9235 Edgebrook Houston, TX 77075	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Nova Casualty Company</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>NAIC #</b> 42552	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MSMML10000188	8/24/2020	8/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MSMML10000188	8/24/2020	8/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MSMXS10000039	8/24/2020	8/24/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cargo			MSMML10000188	8/24/2020	8/24/2021	ACV (\$10,000 Ded.) 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Lone Star Insurance Services Inc 1717 N. Sam Houston Parkway #115 Houston TX 77038	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> 281 260 2000	<b>FAX (A/C, No):</b> 281 260 3065	
<b>INSURED</b> Cherry House Moving Inc. 9235 Edgebrook Houston TX 77075	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Texas Mutual Insurance Company		22945
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES****CERTIFICATE NUMBER:** 959035861**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	0001200148	4/23/2021	4/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Cherry House Moving Inc.  
9235 Edgebrook  
Houston TX 77075

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Legislation Details (With Text)

**File #:** MIN 21-054    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 5/10/2021    **In control:** City Council  
**On agenda:** 5/18/2021    **Final action:**  
**Title:** Approval of minutes of workshop meeting on May 04, 2021.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MW\\_050421](#)

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Approval of minutes of workshop meeting on May 04, 2021.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS  
HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON  
MAY 04, 2021 BEGINNING AT 6:45 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.  
SHERRY GARRISON  
TJ HAIGHT  
TOMMY GINN  
BILL PATTERSON  
RAE SINOR

MAYOR  
COUNCILWOMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES  
GARY JACKSON  
SHANNON BENNETT  
JIM FOX

CITY MANAGER  
ASSISTANT CITY MANAGER  
CITY SECRETARY  
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 6:45 p.m.
2. COMMENTS FROM AUDIENCE – No comments received.
3. PRESENTATION OF THE PARKS AND RECREATION DEPARTMENT ANNUAL REPORT FOR 2020 – Marketing/Technical Coordinator Nicole Garvis gave an overview of the CAPRA Accredited, which includes the measurement of the overall quality of operations, management and services to the Community. Ms. Garvis included a report of the 2020 project updates and data from each division within the Parks and Recreation Department.
4. DISCUSSION OF ISSUES RELATING TO A CONTRACT WITH CROWDER GULF, LLC FOR DISASTER DEBRIS REMOVAL SERVICES –Director of Emergency Services Robert Hemminger gave an overview of the new requirements imposed by FEMA making it necessary to initiate a new contract through the full Request For Proposal (RFP) process to ensure all required documentation and language are included, even in the event that an existing contract could just simply be extended. The “best value” method is utilized to assess minimum qualifications, scoring formulas and bid tabulations when determining an appropriate contractor.



5. DISCUSSION OF ISSUES RELATING TO ALLOWING THE DEER PARK HIGH SCHOOL SIGNAGE ON CENTER STREET FROM MAY 22-26, 2021 – City Manager James Stokes advised Council of the request from the Deer Park Independent School District to allow small signs of individual photos of the graduating class of 2021 in the medians on Center Street. If Council allows, the signs will be put out on Saturday, May 22, 2021 and be retrieved on Tuesday, May 26, 2021.
6. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:06 p.m.

ATTEST:

APPROVED:

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Shannon Bennett, TRMC  
City Secretary

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Jerry Mouton, Jr.  
Mayor



# City of Deer Park

710 E SAN AUGUSTINE  
DEER PARK, TX 77536

## Legislation Details (With Text)

**File #:** MIN 21-053    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 5/10/2021    **In control:** City Council  
**On agenda:** 5/18/2021    **Final action:**  
**Title:** Approval of minutes of regular meeting on May 04, 2021.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MR\\_050421](#)

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Approval of minutes of regular meeting on May 04, 2021.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1780TH REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON MAY 04, 2021 AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.  
SHERRY GARRISON  
TJ HAIGHT  
TOMMY GINN  
BILL PATTERSON  
RAE SINOR

MAYOR  
COUNCILWOMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES  
GARY JACKSON  
SHANNON BENNETT  
JIM FOX

CITY MANAGER  
ASSISTANT CITY MANAGER  
CITY SECRETARY  
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilman Patterson.
3. PLEDGE OF ALLEGIANCE – Councilman Haight led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
4. COMMENTS FROM THE AUDIENCE – No comments received.
5. CANVASS OF VOTES FOR MAY 1, 2021 CITY GENERAL AND SPECIAL ELECTIONS – Mayor Mouton canvassed the votes of the May 1, 2021 City General and Elections with City Secretary Shannon Bennett.
6. CONSIDERATION OF AND ACTION ON AN ORDINANCE CANVASSING AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD MAY 1, 2021 – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Patterson to adopt on first reading Ordinance No. 4241, captioned as follows:

AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE ELECTION HELD MAY 1, 2021, IN THE CITY OF DEER PARK, TEXAS, FOR MAYOR, COUNCILMEMBER POSITION NO. 1,

COUNCILMEMBER POSITION NO. 2, AND COUNCILMEMBER POSITION  
NO. 3.

Motion carried 6 to 0.

7. CONSIDERATION OF AND ACTION ON AN ORDINANCE CANVASSING AND DECLARING THE RESULTS OF A BOND ELECTION HELD ON MAY 1, 2021 – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Haight to adopt on first reading Ordinance No. 4242, captioned as follows:

AN ORDINANCE CANVASSING RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION HELD IN THE CITY OF DEER PARK, TEXAS ON MAY 1, 2021.

Motion carried 6 to 0.

8. CONSIDERATION OF AND ACTION ON AN ORDINANCE CANVASSING AND DECLARING THE RESULTS OF THE TYPE B SPECIAL ELECTION HELD MAY 1, 2021 – After a proposed ordinance was read by caption, motion was made by Councilman Haight and seconded by Councilman Patterson to adopt on first reading Ordinance No. 4243, captioned as follows:

AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE ELECTION HELD MAY 1, 2021, IN THE CITY OF DEER PARK, TEXAS, FOR THE SPECIAL ELECTION REGARDING THE TYPE B SALES AND USE TAX.

Motion carried 6 to 0.

9. PRESENTATION OF CERTIFICATES OF ELECTION – Mayor Mouton presented the Certificates of Election to Councilwoman Sherry Garrison Position 1, Councilman TJ Haight Position 2, and Councilman Tommy Ginn, Position 3.
10. ADMINISTERING THE OATHS OF OFFICE – City Secretary Shannon Bennett administered the Oath of Office to Mayor Jerry Mouton Jr. Mayor Mouton administered the Oath of Office to Councilwoman Sherry Garrison, Position 1, Councilman TJ Haight, Position 2, and Councilman Tommy Ginn, Position 3.
11. RESCIND THE AWARDING OF BID AND REJECTING THE BIDS RECEIVED FOR THE CONSTRUCTION OF THE HIKE AND BIKE TRAIL FROM X STREET TO P STREET AND AUTHORIZATION TO REBID PROJECT – Motion was made by Councilman Patterson and seconded by Councilwoman Garrison to rescind the awarding of the bid for the Hike and Bike Trail from X Street to P Street, to reject all the bids received for the project and authorize to rebid for the Hike and Bike Trail project. Motion carried 6 to 0.

12. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilman Haight to approve the consent calendar as follows:
- a. Approval of minutes of workshop meeting on April 20, 2021.
  - b. Approval of minutes of regular meeting on April 20, 2021.
  - c. Acceptance of the Quarterly Investment Report for the quarter ended March 31, 2021.
  - d. Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of January 1, 2021 - March 31, 2021.
  - e. Authorization to advertise and receive bids on the Surface Water Treatment Plant - Yard Pipe Painting Project.
  - f. Authorization to purchase a replacement irrigation pump system at the Battleground Golf Course.
  - g. Authorization to allow Deer Park High School signage on Center Street from May 22-26, 2021.

Motion carried 6 to 0.

13. CONSIDERATION OF AND ACTION ON RENEWING THE CONTRACT WITH CARUS LLC CORPORATION FOR THE SODIUM HEXAMETAPHOSPHATE FOR THE WATER TREATMENT PLANT – Motion was made by Councilman Ginn and seconded by Councilman Haight to renew the contract with Carus LLC for the Sodium Hexametaphosphate for the Water Treatment Plant. Motion carried 6 to 0.
14. CONSIDERATION OF AND ACTION ON THE PURCHASE OF EMERGENCY EQUIPMENT TO OUTFIT (5) FIVE 2021 CHEVROLET TAHOES (CCPD FUNDED) – Motion was made by Councilwoman Sinor and seconded by Councilman Patterson on the the purchase of equipment to outfit five (5) 2021 Chevrolet Tahoe Pursuit Vehicles. Motion carried 6 to 0.
15. ADJOURN – Mayor Mouton adjourned the meeting at 7:42 p.m.

ATTEST:

APPROVED:

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Shannon Bennett, TRMC  
City Secretary

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Jerry Mouton, Jr.  
Mayor



## Legislation Details (With Text)

**File #:** TAXR 21-048 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 4/30/2021 **In control:** City Council  
**On agenda:** 5/18/2021 **Final action:**  
**Title:** Approval of tax refund to Speedy Auto Sales in the amount of \$742.21 due to an overpayment.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Approval of tax refund to Speedy Auto Sales in the amount of \$742.21 due to an overpayment.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Speedy Auto Sales in the total amount of \$742.21 due to an overpayment on Account #211-562-4.

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Speedy Auto Sales.



## Legislation Details (With Text)

**File #:** TAXR 21-049 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 4/30/2021 **In control:** City Council  
**On agenda:** 5/18/2021 **Final action:**  
**Title:** Approval of tax refund to Falls of Deer Park in the amount of \$6,520.24 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Approval of tax refund to Falls of Deer Park in the amount of \$6,520.24 due to a value decrease granted by Harris County Appraisal District.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Falls of Deer Park in the total amount of \$6,520.24 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #31 (Acct. #021-157-000-0049).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Falls of Deer Park.



## Legislation Details (With Text)

<b>File #:</b>	TAXR 21-050	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Tax Refund	<b>Status:</b>		Agenda Ready	
<b>File created:</b>	4/30/2021	<b>In control:</b>		City Council	
<b>On agenda:</b>	5/18/2021	<b>Final action:</b>			
<b>Title:</b>	Approval of tax refund to Conroe Hospitality LLC in the amount of \$2,003.89 due to a value decrease granted by Harris County Appraisal District.				
<b>Sponsors:</b>	Finance				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Approval of tax refund to Conroe Hospitality LLC in the amount of \$2,003.89 due to a value decrease granted by Harris County Appraisal District.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Conroe Hospitality LLC in the total amount of \$2,003.89 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #08 (Acct. #023-144-000-9005).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Conroe Hospitality LLC.





## Legislation Details (With Text)

**File #:** TAXR 21-051 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 4/30/2021 **In control:** City Council  
**On agenda:** 5/18/2021 **Final action:**  
**Title:** Approval of tax refund to Rafael Burciaga in the amount of \$677.36 due to a homestead exemption granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Approval of tax refund to Rafael Burciaga in the amount of \$677.36 due to a homestead exemption granted by Harris County Appraisal District.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Rafael Burciaga in the total amount of \$677.36 due to a homestead exemption granted by Harris County Appraisal District on the 2020 Correction Roll #08 (Acct. #092-129-000-0093).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Rafael Burciaga.



## Legislation Details (With Text)

**File #:** TAXR 21-052 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 4/30/2021 **In control:** City Council  
**On agenda:** 5/18/2021 **Final action:**  
**Title:** Approval of tax refund to Janet Mysinger in the amount of \$911.93 due to a homestead exemption, an over-65 exemption and a freeze change granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Approval of tax refund to Janet Mysinger in the amount of \$911.93 due to a homestead exemption, an over-65 exemption and a freeze change granted by Harris County Appraisal District.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Janet Mysinger in the total amount of \$911.93 due to a homestead exemption, an over-65 exemption and a freeze change granted by Harris County Appraisal District on the 2020 Correction Roll #08 (Acct. #104-481-000-0010).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Janet Mysinger.



## Legislation Details (With Text)

**File #:** TAXR 21-053 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 4/30/2021 **In control:** City Council  
**On agenda:** 5/18/2021 **Final action:**  
**Title:** Approval of tax refund to Moonscape Real Estate LLC in the amount of \$776.40 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Approval of tax refund to Moonscape Real Estate LLC in the amount of \$776.40 due to a value decrease granted by Harris County Appraisal District.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Moonscape Real Estate LLC in the total amount of \$776.40 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #08 (Acct. #105-305-000-0017).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Moonscape Real Estate LLC.



## Legislation Details (With Text)

**File #:** TAXR 21-054 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 4/30/2021 **In control:** City Council  
**On agenda:** 5/18/2021 **Final action:**  
**Title:** Approval of tax refund to Loves Travel Stops & Country Stores Inc. in the amount of \$7,966.00 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Approval of tax refund to Loves Travel Stops & Country Stores Inc. in the amount of \$7,966.00 due to a value decrease granted by Harris County Appraisal District.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Loves Travel Stops & Country Stores Inc. in the total amount of \$7,966.00 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #08 (Acct. #133-893-000-0001).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Loves Travel Stops & Country Stores Inc.



## Legislation Details (With Text)

**File #:** RFQ 21-001    **Version:** 1    **Name:**  
**Type:** Request for Qualifications    **Status:** Agenda Ready  
**File created:** 4/29/2021    **In control:** City Council  
**On agenda:** 5/18/2021    **Final action:**  
**Title:** Authorization of the issuance of a Request for Qualifications (RFQ) for architectural services for the planning and design of fire department bond-funded facilities and negotiating contract terms with selected firm(s).  
**Sponsors:** City Manager's Office  
**Indexes:**  
**Code sections:**  
**Attachments:** [RFQ - DPFD Facilities 2021](#)  
[RFQ - Architectural Services - Notice to Bidders](#)

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Authorization of the issuance of a Request for Qualifications (RFQ) for architectural services for the planning and design of fire department bond-funded facilities and negotiating contract terms with selected firm(s).

### Summary:

It is necessary to solicit the architectural services in connection with the design and construction oversight of fire department bond-funded projects as approved during the May 1, 2021 election Proposition B.

This solicitation is pursuant to the Texas Professional Services Procurement Act, which regulates the procurement of professional services including engineering, architectural services and land surveying, etc. This is a two-step process. First, the most highly qualified provider is selected on the basis of demonstrated competence and qualifications. Fees cannot be considered in the first step of the process. Second, negotiations are conducted toward a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with that provider, the next most highly qualified provider is selected and so on with the same process until an agreement is reached.

Attached is the proposed Request for Qualifications (RFQ) document.

### Fiscal/Budgetary Impact:

Funding will come from the voter-approved General Obligation Bonds.

Authorize the issuance of the Request for Qualifications (RFQ) and subsequent negotiations.



## **REQUEST FOR QUALIFICATIONS**

### **ARCHITECTURAL SERVICES FOR PLANNING & DESIGN OF FIRE DEPARTMENT FACILITIES**

**RFQ #21-001  
DEER PARK FIRE DEPARTMENT  
BOND-FUNDED FACILITIES  
May 18, 2021**

**Prepared by  
City of Deer Park  
Fire Department**

## **REQUEST FOR STATEMENTS OF QUALIFICATIONS**

Sealed Statements of Qualifications addressed to the City Secretary of the City of Deer Park, Harris County, Texas will be received at the Deer Park City Hall, 710 E San Augustine St., Deer Park, Texas until **2:00 p.m. (CDT), Thursday, June 24, 2021**, for professional architectural services relative to the planning and design of multiple facilities, including two fire stations and a training classroom for the City of Deer Park Fire Department. Any Statement received after 2:00 p.m. on June 24 will be rejected.

Statements should be submitted to the Office of the City Secretary, City of Deer Park, 710 E San Augustine, Deer Park, Texas 77536, in an envelope no smaller than 8 ½" x 11" and clearly marked in the lower left hand corner:

### **REQUEST FOR QUALIFICATIONS DEER PARK FIRE STATIONS AND FACILITIES**

Deadline: Thursday, June 24, 2021 2:00 PM (CDT)

The City of Deer Park reserves the right to reject any and all qualification statements, and to waive informalities. The City Council's decision will be final.

Jay Stokes  
City Manager  
City of Deer Park, Texas



## **ARCHITECTURAL SERVICES FOR PLANNING & DESIGN OF FIRE DEPARTMENT FACILITIES**

### **GENERAL INFORMATION**

#### **I. Introduction**

The City of Deer Park (City) requires Architectural Services for the development of multiple fire department facilities, including two fire stations and a training classroom. This procurement is made per the Texas Professional Services Procurement Act.

#### **II. Background**

The Fire Department currently operates out of three fire stations, one EMS station, and has a training facility. Stations 1 and 2 were originally constructed in (approximately) 1955 and 1966, respectively. On May 1, 2021, Deer Park's voters approved a General Obligation Bond Proposition for fire department facilities to include a new Fire Station 1, a new Fire Station 2, and a training classroom. The training classroom could be co-located with one of the new fire stations, or could be located at the Fire Department Training Facility. Renovations to existing facilities could also be included if funds remain after the specifically cited three items. The architect selected will play a crucial role in helping to assess facilities and develop plans for these new facilities, which will need to serve the community for multiple decades.

#### **III. Objectives**

The City envisions all of the architectural needs for these projects would be handled by a single vendor, selected through this RFQ process; however, the City Council will ultimately determine the services to which any selected architect is contracted and retains the right to choose multiple architects.

The selected architectural firm will initially be charged with:

- Identify facility space and functionality needs in keeping with industry standards, State of Texas and other legal requirements and the unique needs of Deer Park;
- Determine the facility size based on population projections and staffing needs to accommodate for current and future needs.
- Determine the best options for station and training room locations and provide preliminary conceptual plans and cost estimates.

#### **IV. Scope of Services**

The selected firm(s) shall have experience in the programming, design and construction administration of facilities of similar size and composition as the projects listed above. It is expected that the qualified firm(s) will have a sufficient level of innovation and design expertise. The committee will pay particular attention to the proposed design team and their recent experience working together as a cohesive group on projects of similar size and scope in the Houston area. It is expected the qualified firm(s) should have sufficient experienced staff and a workload free from constraints to produce services in a timely manner.

The following services will be required:

- Programming to determine current and future needs for space, storage, staff functionality, etc.
- Firm shall provide renderings, elevations, conceptual site and floor plan(s) of the proposed building identifying its location on the site including parking areas and vehicle accessibility.
- Provide a description and spatial relationships of all major services areas that include detailed square footage requirements, the functions that take place within each area, as well as the equipment, furniture, and storage needs and capacity to be served in each area.

- Provide a preliminary conceptual design that should address, but not be limited to: acoustics, equipment, technology, environmental controls, security, lighting, furnishings, seating, access to and from the site and compliance with local, state, and federal regulations.
- The firm shall provide a preliminary cost estimate at 30%, 60%, and 90% complete design and a line item detailed construction cost estimate at 100%.
- The selected firm shall provide final design plans, contract manual (inclusive of specifications) and shall include, but not limited to, civil, electrical, mechanical, plumbing, security, furniture, audio and visual equipment, and all other incidentals and appurtenances required for a fully functioning facility.
- Attend and conduct the preconstruction meeting, review and approve all submittals, respond to Request For Information's (RFI's), review and approve change orders, conduct progress meetings and maintain minutes, review and approve pay estimates, issue field directives, develop and maintain punch list, issue letter of Substantial Completion, attend a final walkthrough inspection and issue construction closeout documents, conduct one year warranty walkthrough with the owner and contractor;
- Provide job site field observation services as required by the City.
- Provide as-built record drawings (in a format acceptable to the city) upon project(s) completion.

#### **V. Restrictions on Lobbying Activity**

Respondents are prohibited from directly or indirectly communicating with City Council Members or Fire Control Prevention and Emergency Medical Services District (FCPEMSD) Board Members regarding the firm's qualifications or any other matter related to the eventual award of a contract for the services requested under this Request for Qualifications. Applicants are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification from the selection process.

Upon issuance of the Request for Qualifications, all communications and requests for clarification or objections shall be directed in writing to the Director of Emergency Services for response, determination and dissemination to all firms. Any communication by firms or their representatives toward other city officers or employees regarding this Request for Qualifications or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

#### **VI. Proposal Submission and Organization**

The Proposer must submit one (1) original, four (4) hardcopies, and one (1) electronic copy of the proposal. **Sealed proposals should be addressed to the City Secretary's Office, City of Deer Park, 710 E San Augustine St., Deer Park, Texas 77536, and will be received until 2:00 p.m. on June 24, 2021.** Proposals must be properly signed with a manual signature of an authorized agent of the firm. All proposals must be packaged in a sealed envelope or package and be clearly marked on the outside with the proposer's name and address and the following written information:

**City of Deer Park RFQ No. 21-001  
DEER PARK FIRE STATIONS AND FACILITIES  
Deadline: 2:00pm on June 24, 2021**

Proposers mailing their proposals must allow sufficient time for delivery of their proposal by the time and date specified. Late proposals will not be accepted.

## **PROPOSAL ORGANIZATION AND FORMAT**

Proposal should be submitted on 8.5 by 11-inch paper bound securely. Submissions must contain, and be organized, as shown below. Each section should be separated by tabs.

- Cover clearly displaying the title of the RFQ
- Table of Contents
- Introductory letter, to include name and contact information for the primary City contact with the firm
- A narrative demonstrating that the firm understands the project
- A proposed work plan detailing the tasks to be completed as listed under Scope of Services
- A statement of the qualifications of the team, including work experience, organizational chart and personnel resumes. Resumes are limited to two pages per person
- History and background information concerning the firm, including number of years in business under this name and breakdown of personnel in the proposing office.
- A description of previous work similar to the request including a list of comparable clients where similar services have been provided within the last five years, with dates services were provided and contact information.
- Each project shall include the team members responsible for the design and oversight of the projects.
- Reference Data Sheets (minimum 5) – Please refer to attachment on page 8.
- Litigation/Ethics
  - Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the proposer, including its parent, sister or subsidiary companies, and proposed sub-contractors.
  - Provide detail of any ethics violations or board actions within the past five (5) years against the proposer, including its parent, sister or subsidiary companies, and proposed sub-contractors.
- Proof of Insurability
- Conflict of Interest Questionnaire – Please refer to attachment on page 9.

## **Public Information Notification**

The City considers all materials, information, communications and correspondence in any form from the respondents to this RFQ to be non-proprietary and non-confidential and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code 552.00-1 et seq.) after a contract is awarded. Respondents are informed that the City will abide by all statutes, court rulings and opinions of the Texas Attorney General concerning disclosure of RFQ information. Should any part or section be considered by the Respondents to be “proprietary” or “confidential” in nature, each page or section should be designated as “proprietary” or “confidential.” Respondents should be prepared to fully justify these exclusions to the State Attorney General’s Office should it be required.

## **PROPOSAL SELECTION AND AWARD PROCESS**

### **I. Proposal Scoring and Selection**

The purpose of the proposal is to demonstrate the firm's qualifications, competence, capability, and capacity to meet the City's requirements. An evaluation committee will review the proposals submitted and rank each based on the evaluation criteria specified below. The City may require additional information after the review of the initial information received. Interviews may be conducted individually with firms who submit responsive proposals and who are determined reasonably qualified for award of the contract. The City of Deer Park reserves the right to reject any and all submittals and does not guarantee a contract will be awarded. All costs associated with the preparation of the proposals, site visits, presentations, and any other costs are the responsibility of the submitting firms. Responding to this RFQ constitutes understanding and agreement to methods of evaluation and selection.

### **II. Evaluation Criteria**

Evaluation of the proposals received may consider but shall not be limited to the following review criteria:

- Relevant Consultant Experience – 30%
  - Firm has demonstrated experience in accomplishing similar projects, especially involving design of Fire/EMS stations for municipalities
  - Experience and longevity of the proposed team members who will design and oversee the construction of the proposed facility
  - Demonstrated experience in visioning and consensus building on a local government level
- Current Capabilities – 30%
  - Firm has demonstrated its capacity to respond (current workload and availability)
  - Specific services and team members for this project are regularly located in the Houston-Galveston area
  - Ability to quickly respond to issues arising during the design, engineering, and construction process
  - Knowledge and familiarity with local conditions
  - Firm's history of ethics violations or board actions
  - Demonstrated capability of firm to meet schedules and deadlines
  - Demonstrated capability to complete projects without having major cost escalations, change orders or overruns
- Professional References – 20%
  - Relevant – Similar projects
  - Recent – Within last 3-5 years preferred
- General Quality and Adequacy of Response – 20%
  - Completeness and thoroughness, responsiveness to terms and conditions
  - Understanding of the project
  - Degree of interest shown in undertaking the project

### **III. Right to Reject Proposals and Negotiate Contract Terms**

The City of Deer Park reserves the right to reject any and all proposals. The City of Deer Park reserves the right to negotiate the terms of the contract, including the reimbursement rates, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, City of Deer Park may negotiate a contract with the next highest scoring Proposer and so on until an agreement is reached.

#### **IV. Insurance**

The Firm will maintain professional liability insurance during the term of this agreement in an amount of not less than \$250,000 per person or claim and \$500,000 per occurrence or annual aggregate and, if the policy is on a claims made basis, for a period of not less than five (5) Years after the Project is complete, and provide proof of such continuing coverage. Firm further agrees to provide proof of coverage as needed for prior acts back to the date of execution of this agreement if Firm changes insurance carriers during this extended indemnity period.

Firm will further maintain general commercial liability coverage with minimum combined single limit of \$1,000,000 for property damage and damages resulting from bodily injury or death.

With respect to the above required liability insurances, the City will:

1. Be named as additional insured for general liability insurance.
2. Be provided with a waiver of subrogation, in favor of City.
3. Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage.
4. Prior to execution of the Agreement, be provided with either their original Certificate of Insurance or insurance policy evidencing the required limits and requirements, subject to approval by the City Attorney's Office.

#### **V. Offer and Certifications**

1. Submission of the Statement of Qualification constitutes an offer which shall remain open and irrevocable for a period of 90 days from the due date for submitting the Statement of Qualifications.
2. Submission of a Qualification Proposal indicates the acceptance by the firm of the conditions contained in this RFQ unless clearly and specifically noted in the Qualification submitted and confirmed in the contract between City and the firm selected. The City reserves the right without prejudice to reject any or all submissions.
3. By submitting a proposal the proponent certifies that Proponent is not debarred or excluded from bidding by any Federal agency; has not been convicted within a three year period or had a civil judgment against them for commission of fraud in obtaining or performing a public contract, has not within a three year period been terminated on a public contract for cause or default.
4. By submitting a proposal, each proponent certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.

## REFERENCE DATA SHEET

PROVIDE AT LEAST FIVE (5) REFERENCES  
REPRODUCE SHEET AS NECESSARY

### PROPOSER:

Provide client name, location, contact person, telephone number and appropriate information on contracted services that are similar to this solicitation document.

Client: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project Begin & End Date: \_\_\_\_\_

Project Budget: \_\_\_\_\_

### Services Provided:

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of person who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
<b>3</b> Name of local government officer with whom filer has employment or business relationship.		
<hr style="width: 50%; margin: 0 auto;"/> Name of Officer		
<p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<b>4</b>		
<hr style="width: 40%; margin: 0 auto;"/> Signature of person doing business with the governmental entity		<hr style="width: 20%; margin: 0 auto;"/> Date

Adopted 06/29/2007

## **NOTICE TO BIDDERS**

### **Request for Qualifications – Architectural and Design Services**

Electronic and Hardcopies must be submitted. Online bidding will NOT be utilized for this solicitation. Qualifications will be received until **2:00 P.M. on Thursday, June 24, 2021**. The list of firms submitting qualification statements will be read out loud in the City Council Chambers.

Request for Qualifications document is available for viewing and downloading from the City of Deer Park website at <http://www.deerparktx.gov/Bids.aspx>. A pre-bid meeting will not be required for this solicitation. Questions regarding this solicitation should be directed to Tracy Peterson at [tpeterson@deerparktx.org](mailto:tpeterson@deerparktx.org).

The City reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bid, or part of bid, which it deems advantageous to itself. Contracts for work under the proposal will obligate the contractors and subcontractors not to discriminate in the employment practices.

BY ORDER OF THE CITY COUNCIL OF DEER PARK, TEXAS

Dated, this 19th day of May, 2021.  
Shannon Bennett, TRMC  
City Secretary





## Legislation Details (With Text)

**File #:** ACT 21-011    **Version:** 1    **Name:**  
**Type:** Acceptance    **Status:** Agenda Ready  
**File created:** 5/3/2021    **In control:** City Council  
**On agenda:** 5/18/2021    **Final action:**  
**Title:** Acceptance of completion of Maxwell Subdivision and X Street Sanitary Sewer Rehabilitation Project.  
**Sponsors:** Public Works  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Acceptance of completion of Maxwell Subdivision and X Street Sanitary Sewer Rehabilitation Project.

### Summary:

The project consisted of pipe bursting 5,334 Linear Feet of 8" sanitary sewer in the Maxwell Subdivision and X Street main sewer line. These sanitary lines were in a degraded condition and needed to be rehabilitated due to severe line breaks and collapses. During the project it was found that an additional 1766 LF needed to be rehabilitated in the neighborhood. The scope was expanded in order to accomplish this needed repair. This project was part of our ongoing mission to rehabilitate the City's sewer system to reduce water infiltration that can cause severe strain on the City's Wastewater Treatment Plant.

The services purchased of Vaught Services through the Buy Board totaling \$411,447.92. Due to the expanded scope of additional footage there were overages on the project for additional 8" pipe-bursting and associated service lines. The total for the overages is shown in a balancing change order in the amount of \$102,831.30. The project's total cost is \$514,279.22. The project has been completed and is ready for Council acceptance.

### Fiscal/Budgetary Impact:

This project was funded out of Bond Fund 512 Water/Sewer

Staff is recommending that council accept completion of the project.



## Legislation Details (With Text)

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**File #:** PT 21-001      **Version:** 1      **Name:**  
**Type:** Pro -Tem      **Status:** Agenda Ready  
**File created:** 5/7/2021      **In control:** City Council  
**On agenda:** 5/18/2021      **Final action:**  
**Title:** Consideration of and action on the designation of Mayor Pro-Tem.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [PROTEM.pdf](#)

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Consideration of and action on the designation of Mayor Pro-Tem.

### Summary:

Pursuant to Section 3.01 (e) of the Charter, each council member elected to office shall have the opportunity to serve as mayor pro-tem for a period of four (4) months during their two-year term of office. The Council, at its first regular meeting after the election of council members shall designate in the minutes of the council meeting the member selected to fill each four-month term.

### Fiscal/Budgetary Impact:

Accept recommendation of staff for designation of members to fill each four-month term.

## MAYOR PRO-TEM

May 1, 2021 to August 31, 2021	Bill Patterson
September 1, 2021 to December 31, 2021	Ron Martin
January 1, 2022 to April 30, 2022	Rae A. Sinor
May 1, 2022 to August 31, 2022	Sherry Garrison
September 1, 2022 to December 31, 2022	TJ Haight
January 1, 2023 to April 30, 2023	Tommy Ginn
May 1, 2023 to August 31, 2023	Bill Patterson
September 1, 2023 to December 31, 2023	Ron Martin
January 1, 2024 to April 30, 2024	Rae A. Sinor
May 1, 2024 to August 31, 2024	Sherry Garrison
September 1, 2024 to December 31, 2024	TJ Haight
January 1, 2025 to April 30, 2025	Tommy Ginn
May 1, 2025 to August 31, 2025	Bill Patterson
September 1, 2025 to December 31, 2025	Ron Martin

5/10/21 (SB)



## Legislation Details (With Text)

**File #:** CON 21-006    **Version:** 1    **Name:**  
**Type:** Contract    **Status:** Agenda Ready  
**File created:** 4/29/2021    **In control:** City Council  
**On agenda:** 5/18/2021    **Final action:**  
**Title:** Consideration of and action on a contract with Crowder Gulf, LLC for Disaster Debris Removal Services.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [RFP - Debris Removal Services - 2021 - Complete](#)  
[RFP - Debris Removal Services - 2021 - Proposal Scoring Sheet](#)  
[Disaster Debris Removal Bid Tab April 1, 2021](#)  
[Full Contract with Forms](#)

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Consideration of and action on a contract with Crowder Gulf, LLC for Disaster Debris Removal Services.

### Summary:

The City of Deer Park's contract for Debris Removal Services expired at the end of 2020 and competitive bids were requested through the RFP process authorized by City Council on March 2, 2021 (RFP 20-002). While the existing contract could have been extended and there have been no issues with the current provider, new requirements imposed by FEMA made it necessary to initiate a new contract through the full RFP procurement process.

This contract would only be enacted in the event that a storm creates a need for debris removal services above the capability of our own Public Works staff. While this contract will not be contingent on federal funding, during major disaster declarations, the City would seek reimbursement for these services under the FEMA Public Assistance Program.

We evaluated RFP responses using the Best Value method, as clearly described in the RFP document. A scoring formula was utilized to determine the most appropriate contractor for the City of Deer Park. Price was a significant factor in the scoring formula; however, other factors were also considered and the lowest priced contractor was not the eventual highest scoring firm.

The highest scoring firm (best value) is Crowder Gulf, LLC. The City of Deer Park and our Debris Monitoring contractor, True North Emergency Management, both have extensive experience with Crowder Gulf, LLC.

Fiscal/Budgetary Impact:

There is no fiscal impact unless activation of the contract is required.

Staff recommends approval of this contract



# CITY OF DEER PARK

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P. O. BOX 700

(281) 478-7298  
Deer Park, Texas 77536-0700

## Index to Request For Proposal – Debris Removal Services

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- 1.1 The Proposal Documents
- 1.2 Preparing the Proposal
- 1.3 Obtaining the Proposal Documents
  - 1.3.1 Downloadable Proposal document
  - 1.3.2 Printable Documents
- 1.4 Clarifications and Addenda
  - 1.4.1 Clarifications
  - 1.4.2 Addenda
  - 1.4.3 Communications
- 1.5 Pre-proposal conference and site visit
- 1.6 Examination of the Proposal Documents and Work Site
- 1.7 Exceptions or Variances
- 1.8 Proposal Prices Must incorporate all costs, excluding taxes
  - 1.8.1 Taxes
- 1.9 Completion of the Proposal Documents
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  - 10.10.1 Proposal Deposit
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- 1.11 Trade Names and Substitutions
- 1.12 Authorized Dealer/Distributor
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- 1.14 Estimated Quantities
- 1.15 Proposal Modifications
- 1.16 Withdrawal of Proposals
- 1.17 Cooperative or Interlocal Purchases
- 1.18 Submission of Proposals
  - 1.18.1 Proposals must be sealed and properly labeled
  - 1.18.2 Respondents are responsible for Proposal delivery
- 1.19 Opening the Proposal
- 1.20 Effective Term of Proposal
- 1.21 Evaluation and Consideration of Proposals
  - 1.21.1 Determination of Responsiveness
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- 1.21.10 Tie Proposals
- 1.22 Method of award for Request for Proposal

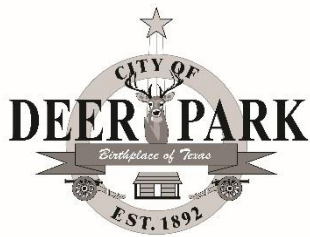
## **Article 2 Incorporation of Exhibits**

Exhibit A	Pricing Proposal Documents
Exhibit B	Insurance Requirements and Bonding Documents
Exhibit C	Conflict of Interest Questionnaire
Exhibit D	Bonding Requirements and Forms
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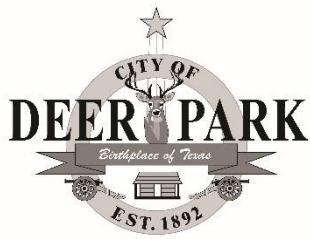
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- 4.2 Time is of the Essence
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- 4.4 Vehicles and Equipment
- 4.5 Modifications of Work
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## **ARTICLE 8 EXECUTION AND ACCEPTANCE PAGES**

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## **ARTICLE 9 EXHIBITS**

- Exhibit A Pricing Proposal
- Exhibit B Insurance Requirements
- Exhibit C Conflict of Interest Questionnaire
- Exhibit D Bonding Requirements and Forms
- Exhibit E Non Collusion Affidavit
- Exhibit F References
- Exhibit G State and Federal Required Clauses and Forms



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## Request for Proposal

### **SEALED RFP – Debris Removal Services**

City of Deer Park Purchasing  
710 E. San Augustine  
Deer Park, Texas 77536  
Phone: 281-478-7228  
Fax: 281-478-4029

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**Information:** Forms furnished by the City of Deer Park may be obtained without deposit from the Purchasing Division Office located at 710 E. San Augustine Pkwy, Deer Park, TX 77536; or, by emailing [tmcbride@deerparktx.org](mailto:tmcbride@deerparktx.org).

**Proposal Opening Date:** Thursday, April 1, 2021

**Proposal Opening Time:** 2:00 p.m., Central Standard Time

**Proposal Receiving Location:** City Hall Information Desk, 710 E. San Augustine, Deer Park, Texas 77536

Sealed Proposals must be received at the City Hall Information Desk, 710 E. San Augustine, Deer Park, Texas 77536 no later than date and time stated above. The proposals will be opened and the names of the respondents publicly read in Council Chambers immediately after the closing hour for the proposals on said date.

**No late proposals will be considered**

Proposals must be submitted in sealed envelope(s) or packages(s). The outside of the envelope or package must clearly state the name of the project and the time and date specified for receipt. The name and address of the Proposer must also be clearly printed on the outside of the envelope(s) or packages. Proposal package(s) must be complete and returned in its entirety.

**Published in the Deer Park Progress**

**First Publication: March 10, 2021**

**Second Publication: March 17, 2021**



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## General Information to Respondents

### From Advertisement to Proposal Submission

#### Article 1. Requirements for Proposals and Instructions to Respondents

##### 1.1 The Proposal Documents

The Proposal Documents include this Request for Proposal, Proposal Pages, Requirements for Proposals and Instructions for Respondents, Standard Terms and Conditions, Special Conditions, Supplemental Special Conditions (if any), Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, and all other exhibits attached hereto, and any and all clarifications and addenda issued by the City. Upon the award and execution of a contract pursuant to the Proposal Documents, the Proposal Documents become the Contract Documents.

##### 1.2 Preparing the Proposal

Proposals are to be prepared and submitted in accordance with the provisions herein. Failure to do so may result in rejection of the proposal. Proposals must be prepared and submitted only on the forms provided within the solicitation package. Where a signature is required, an authorized representative of the respondent must do so. Evidence as to such authority may be required.

##### 1.3 Obtaining the Proposal Documents

Proposal Documents are typically provided to a respondent at no cost. If a fee is to be charged it will be so stated in the Request for Proposal.

###### 1.3.1 Downloadable Proposal Documents

The primary method to obtain documents is by downloading the solicitation package from the City's third party provider, PublicPurchase.com.

**1.3.1.1** All Respondents that download from the City's third party resource, Public Purchase, or that receive Proposal Documents by any other means are responsible for checking the Public Purchase website for clarifications, supplemental instructions and/or addenda. The City will only publish this information on Public Purchase and will not be responsible for a respondent's failure to consider additional information contained therein in preparing its proposal. Further, failure to obtain the proper forms, clarifications and/or addenda from Public Purchase website and acknowledge them in the Proposal Documents when submitting the proposal will render the proposal non-responsive. Any harm to the respondent resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this proposal solicitation.

###### 1.3.2 Printable Documents

If a prospective respondent is unable to download the Proposal Documents by registering at PublicPurchase.com or by other electronic means, these documents are available by contacting the Purchasing Division Office located at 710 E. San Augustine, Deer Park, Texas 77536. Telephone 281-478-7228, FAX 281-478-4029.



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## **Respondents are solely responsible for obtaining all Proposal Documents, including Clarifications and Addenda**

### **1.4 Clarifications and Addenda**

Owner shall not provide interpretation of the meaning of the plans, specifications or other pre-proposal documents to any respondent orally. Such communications must be in writing.

#### **1.4.1 Clarifications**

A request for such interpretation should be submitted in writing at [PublicPurchase.com](http://PublicPurchase.com) or to [tmcbride@deerparktx.org](mailto:tmcbride@deerparktx.org) or delivered to the Purchasing Division Office at 710 E. San Augustine, Deer Park, Texas 77536. Purchasing will act as liaison between the requestor and the departmental representative to seek clarification or supplemental instructions appropriate to the request.

#### **1.4.2 Addenda**

All interpretations, clarifications or supplemental instructions will be in the form of written addenda. Respondents cannot rely on oral or informal responses; such answers will not be binding upon the City. These interpretations, clarifications or supplemental instructions will be placed with the solicitation documents on [PublicPurchase.com](http://PublicPurchase.com) not later than 3 working days prior to the scheduled time for receipt of proposals. Addenda posted less than the 3 working days prior to the scheduled time for receipt of proposals will include an extension to the original date of scheduled for receipt of proposals.

Failure of any respondent to receive any such addendum or interpretation shall not relieve respondent from any obligation of submitted proposal. All addenda issued shall become part of the contract documents and must be acknowledged as received on the submitted document(s).

#### **1.4.3 Communications**

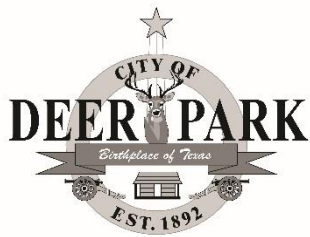
All communication with potential respondents should be made only through the Purchasing Department. The program staff should not have contact with potential respondents outside of pre-solicitation conferences. If a staff member is contacted by a potential respondent, program staff must politely decline to discuss the procurement and forward the inquiry to the Purchasing Division. Likewise, a respondent that contacts someone other than authorized staff in regards to a solicitation may be disqualified.

While the Purchasing Staff may not be able to answer all of the technical questions asked by potential respondents, they will ensure that the information is provided to all potential respondents.

**1.5 Pre-proposal conference and site visit** A pre-proposal conference is not required.

### **1.6 Examination of the Proposal Documents and Work Site**

Respondents are shall carefully examine all of the Proposal Documents before completing the forms and submitting a Proposal. Respondents are also advised to inspect the site of the Work to be performed, and familiarize itself with the conditions at the site that will affect the Work. A Respondent that is awarded a contract will be solely responsible for all costs arising from and associated with that Respondent's (i) failure to comply with the requirements of the Proposal Documents, including, without limitation, this requirement to



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inspect the Proposal Documents and site of the Work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Proposal Documents.

## **1.7 Exceptions or Variances**

For the purposes of proposal evaluation, Respondents must indicate any variances, no matter how slight, in the specification comments, the Proposal page or pages attached thereto with the exact nature of the change outlined in sufficient detail. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications.

By receiving a proposal, the City does not necessarily accept any variance or exception contained in a proposal. All variances or exceptions submitted are subject to review and approval by the City. If any proposal contains material variances that, in the City's sole opinion, make the proposal conditional in nature, the City reserves the right to reject the proposal or part of that proposal that is declared by the City as conditional.

## **1.8 Proposal Prices Must Incorporate All Costs, Excluding Taxes**

Proposed prices must include any freight, handling, or other fees associated with the goods or services. No additional costs will be allowed, if not included in this proposal. Only sales taxes are to be excluded.

### **1.8.1 Taxes**

Materials purchased by the City of Deer Park are not subject to the State of Texas Sales Tax. The City's State of Texas Blanket Certificate is available upon request.

## **1.9 Completion of the Proposal Documents**

Each Respondent must complete all of the forms listed as required forms. The forms, including the Proposal Pages, must be completed in ink, or typewritten. Respondents may not change any of the Proposal Documents. Any changes made by a Respondent to the Proposal Documents may result in rejection of the Proposal, and will not be binding upon the City.

Respondents must use the Proposal Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Proposal Execution Page on behalf of the Respondent, by their signature, represents and warrants to the City that such individual is authorized to execute proposals and contracts on behalf of the Respondent, and that the Respondent agrees and shall be bound to all of the terms and conditions of the Proposal Documents and, upon execution by the City, the Contract Documents. **Signatures must be sworn before a Notary Public.**

If in a response, the respondent either electronically scans, re-types or in some way reproduces the City's published proposal package, then in the event of a conflict between the terms and provisions of the City's published proposal specifications, or any portion thereof, and the terms and provisions of the proposal response submitted by the respondent, the City's proposal specifications as published shall control. Furthermore, if an alteration of any kind to the City's published proposal specifications is only discovered after the contract is executed and is or is not being performed the contract is subject to immediate cancellation.



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## **1.10 Other Required Forms or Documents**

### **1.10.1 Proposal Deposit**

Proposal deposits, if required, may be in the form of a bond, certified check, cashier's check or money order payable to the City of Deer Park. Proposal bonds must be in the form provided by the City, and must be executed by a surety licensed and authorized to do business in the State of Texas. Cash is not an acceptable form of Proposal Deposit.

Substantial failure to comply with proposal deposit requirements will result in rejection of the proposal. A non-substantial failure to comply with the proposal deposit requirement is a failure that does not provide a commercial advantage to a Respondent over other respondents.

The City may return proposal deposits sooner, but reserves the right to hold all proposal deposits until a contract has been awarded, or in the case of multiple awards, all contracts have been awarded for the Proposal.

#### **1.10.1.1 Bonds**

Prior to beginning work, Contractor agrees to provide the Owner with performance and payment bonds in accordance with Exhibit D within 72 hours from notice to proceed.

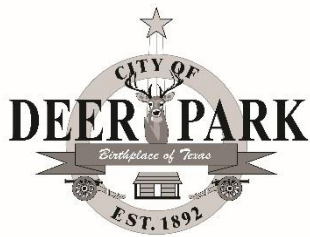
## **1.11 Trade Names and Substitutions**

Reference to a specific manufacturer or trade name in this solicitation is intended to be descriptive (but not restrictive) and to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items that have been deemed by the City to be satisfactory. The Respondent must, if awarded the Contract, provide the product(s) specified, unless equivalent alternatives have been proposed as described below and found acceptable to the City.

A respondent choosing to respond to this solicitation with an alternate product(s) from those specified in the solicitation, must identify such alternate items with its Proposal with a detailed explanation and documentation in support of how the alternate items proposed by the Respondent can perform as well as or better than those specified. Unless an alternate item is so identified, it is understood that the Respondent proposes, and will be required to provide, the specific item described in the specifications. No substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.

Documentation in support of alternate items includes, but is not limited to:

- complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation including:
  - product identification, including manufacturer's name and address
  - manufacturer's literature identifying the product description, reference standards, performance and test data samples, as applicable
  - name and address of similar applications on which the product has been used, and date of usage.



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- itemized comparison of proposed alternate item with product or service specified, listing significant variations

Respondent warrants and represents that in making a formal request for substitution with alternate items that:

- the proposed alternate item is equivalent or superior in all respects to the product specified, and
- the same warranties and guarantees will be provided for the alternate item as for the product specified
- Respondent is solely responsible to provide all pertinent product data with the solicitation package

## **1.12 Authorized Dealer/Distributor**

Proposals involving equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Proposal documents will typically ask the Respondent to certify that it is an authorized dealer/distributor when this requirement is applicable. The Respondents compliance with these requirements will be determined by the Purchasing Division, whose decision will be binding.

## **1.13 Recycled materials**

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, The City of Deer Park encourages the use of products made of recycled materials. The City will be the sole judge in determining product selection and suitability.

## **1.14 Estimated Quantities**

Unless explicitly stated to the contrary in the Scope of Work, Detailed Specifications, or Proposal pages, any quantities shown on the Proposal Pages represent estimated usage and as such are for solicitation purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such quantities as are actually received and accepted as satisfactory and upon receipt of an itemized, correct invoice.

## **1.15 Proposal Modifications**

A respondent may modify their proposal by written communication at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to scheduled time for receipt of proposals. Said communication should not reveal the proposal price; but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed proposal is opened.





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## **1.16 Withdrawal of Proposals**

Respondents may withdraw their Proposal at any time prior to the date and time for Proposal opening. Requests for withdrawal must be made in writing. Respondents must make their own arrangements for the return of their Proposals.

## **1.17 Cooperative or Interlocal Purchases**

Vendors with contracts awarded as Cooperative Purchasing Program participants may submit those contracted items so long as the specific cooperative contract details necessary to allow the City to verify that the proposed products or services satisfy the City's specifications and requirements are included. This information may include attachments to convey the contract specifics.

The City may also, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives to enhance the City's purchasing power. At the City's sole discretion and option, the City may inform other entities that they may acquire items listed in this solicitation. Such acquisition(s) shall be at the prices stated herein, and shall be subject to respondent's acceptance. Entities desiring to acquire items listed in this solicitation shall be listed on a rider attached hereto if known at the time of issuance, or if after contract award, issued subsequently.

Entity purchase orders shall be submitted to Vendor by the Entity. The City of Deer Park will not be liable or responsible for any obligations, including, but not limited to, payment and for any item ordered by an entity other than the City.

Furthermore, Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations or promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by the City of Entities, or whether Entity will purchase utilizing the City's contract.

## **1.18 Submission of Proposals**

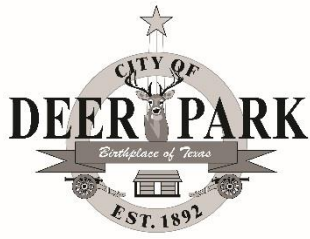
Proposals are to be delivered to the Information Desk at City Hall, 710 E. San Augustine Parkway, Deer Park, Texas 77536 on the date and prior to the time stated on the cover of the Proposal Documents, or any addendum issued by the City to change such date and/or time. The time of the receipt of the proposal will be determined solely by the time stamp used at receipt of the proposal. No proposal will be accepted after the date and time specified.

### **1.18.1 Proposals must be sealed and properly labeled**

All proposals are to be submitted in sealed envelopes. All envelopes containing Proposals must be marked "Proposal/Proposal Enclosed" and must have the Respondents name and address and the specified numbers or copies in addition to the original completed Proposal Document.

### **1.18.2 Respondents are responsible for Proposal delivery**

Each Respondent is solely and completely responsible for delivery of its Proposal to the designated delivery location before the date and time established for the Proposal opening. Any Proposal that is not delivered on time, including Proposals mistakenly delivered to other City offices,



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will not be accepted. The City is under no obligation to ensure that misdirected Proposals are delivered to the designated delivery location prior to Proposal opening. This article also applies to Proposals sent via U.S. Postal Service or messenger service.



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## From Proposal Receipt and Evaluation to Award

### 1.19 Opening

Proposals will be opened and read aloud publicly in Council Chambers immediately following the deadline for the submission of Proposals has passed. The public announcement of the Proposals is simply an acknowledgement of satisfactory participation and receipt of the proposal for further evaluation. All Proposals and Proposal Documents are kept confidential during the evaluation process and are not open to public inspection until after contract award. Proposals are subject to review by City Staff to determine responsiveness and responsibility. An evaluation summary will be posted upon completion of the evaluation process.

### 1.20 Effective Term of Proposal

Unless a proposal is expressly rejected by the City, all proposals will remain in effect for ninety (90) days subsequent to proposal opening. Respondent may not withdraw or cancel or modify its Proposal for a period of ninety (90) days after the advertised closing time for the receipt of Proposals. The City reserves the right to withhold and deposit the proposal deposit of any respondent requesting withdrawal, cancellation or modification of its Proposal prior to the ninety (90) day period.

The City may request that Respondents extend the effective period of their Proposals. Such requests will be made in writing, and will require the Respondent's written consent to the extension.

### 1.21 Evaluation and Consideration of Proposals

#### 1.21.1 Determination of Responsiveness

The City of Deer Park Purchasing Division will review Proposals to determine whether they conform to the requirements of the Proposal Documents.

#### 1.21.2 Determination of Responsibility

The City of Deer Park Purchasing Division has the sole discretion and authority to make the determination of responsibility.

A Respondent may be requested to submit such additional information pertaining to responsibility as the Purchasing Official deems necessary. Failure to comply with such a request will result in a finding of non-responsibility and rejection of the proposal.

#### 1.21.3 Must propose all line items

A Respondent must propose all line items set forth in the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Proposals submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Section or Group, Respondents must propose all items within a Section or Group, except to the extent that the Specification expressly allows otherwise. Respondents are not required to propose all Sections or Groups. Proposals submitted to the contrary will be considered incomplete and as a result, will be rejected as being non responsive to this requirement.



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## **1.21.4 Mathematical Calculations**

The City of Deer Park Purchasing Division reserves the right to make corrections after receiving the proposals to any clerical error apparent on the face of the proposal. This includes but is not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Respondent's "Unit Price" and "Total Price" submitted for any line reveals a calculation error, the Unit Price shall prevail.

## **1.21.5 Unbalanced Proposals**

The Purchasing Manager or their designated representative reserves the right to reject any Proposal that, in his or her sole discretion and authority, determines is materially unbalanced.

## **1.21.6 Conditional Proposals**

Conditional proposals will not be accepted.

## **1.21.7 Respondent Debts or Defaults**

The City reserves the right to refuse to award a Contract to any respondent that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

## **1.21.8 Competency of Respondent**

Respondent, if requested must present within a reasonable time, as determined by the City, evidence satisfactory to the Purchasing Division of ability to perform the Contract and possession of necessary facilities, financial resources and adequate insurance to comply with the terms of these specifications and contract documents.

Respondent should identify performance history, staffing requirements; projects of similar or like size, equipment needed or owned and subcontractors that have been used in past and similar events included with Exhibit F.

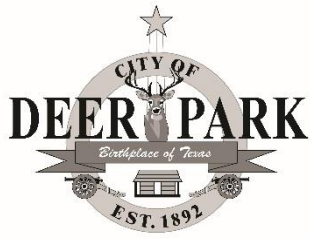
The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such respondent fails to satisfy the Owner that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

## **1.21.9 Rejection of proposals and waiver of informalities**

The City Council, in their sole discretion and authority, may determine that it is in the best interest of the City to reject any or all Proposals or to waive any informality in the Proposals submitted in response to any invitation for Proposals.

## **1.21.10 Tie Proposals**

In the event of a tie in proposal evaluation outcomes, preference will be given to the respondent who offers the best value to the city in accordance with State Law.



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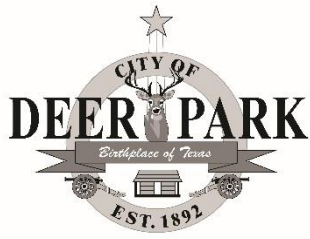
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## **1.22 Method of award for Request for Proposal**

Contract will be awarded to the responsible respondent who offers to provide the goods or services as specified and in accordance with the criteria as stated herein. A responsible respondent may be negotiated with and one or more respondents may be allowed to present a best and final offer.

The City of Deer Park Council reserves the right waive any informalities or technical errors, to make awards to more than one respondent, consider alternates proposed and award as lump sum, individual basis, or any combination, that in its judgment, will best serve the interests of the City or to reject any or all proposals. For the purpose of evaluation, any item left "blank" will be deemed "no proposal".

The City reserves the right to accept any item or group of items on this proposal, unless the respondent qualifies his/her proposal by specific limitations.



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## **ARTICLE 2 Incorporation of Exhibits**

The following attached Exhibits are made a part of this agreement:

- Exhibit A – Pricing Proposal**
- Exhibit B – Insurance Requirements and Bonding**
- Exhibit C – Conflict of Interest Questionnaire**
- Exhibit D – Performance and Payment Bonds**
- Exhibit E – Affidavit of Non-Collusion**
- Exhibit F – References**
- Exhibit G – State and Federal Requirements**



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## ARTICLE 3 - Standard Terms and Conditions

### 3.1 General Provisions

#### 3.1.1 Definitions

Wherever used in the Proposal, Requirements of 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.

**Addendum:** official revision of the Proposal Documents issued by the Purchasing Division prior to Proposal Opening Date which clarify, correct, or change the Proposal Requirements or the proposed Contract Documents.

**Agreement:** The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

**Attachments:** all exhibits and other documents attached to the Proposal Documents and/or incorporated into the contract by reference.

**Best Value:** Factors to be considered in determining lowest overall cost and value in making certain purchases. Ref. Texas Government Code, Section 2155.074 (Non-Information Technology Related) and Texas Government Code, Section 2157.003 (Information Technology Related).

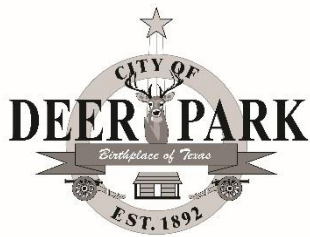
**City:** means the City of Deer Park, a home ruled government municipality as defined by the State of Texas.

**Contract:** upon notice of award by Purchasing Division, the contract consisting of all Proposal Documents relating to a specific invitation for proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

**Contractor:** the Respondent (person, firm or entity) that is awarded the Contract by the Purchasing Division. Any reference to the Respondent in the Contract documents is understood to apply to the Contractor.

**Department:** which may also be referred to as the using/user Department is the City Department which appears on the applicable purchase order release for goods, work or services provided under this contract.

**Detailed Specifications:** refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.



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**Effective Date of the Agreement:** The date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver, unless specifically stated otherwise in the document.

**Eligible:** Eligible means qualifying for and meeting the most current stipulated requirements (at the time the written notice to Proceed is issued and executed by the Owner to Contractor) of the FEMA Public Assistance Grant Program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325, and all current FEMA fact sheets, and guidance documents including the CFR44 latest version, and DSGs. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal during the course of a debris removal project.

**Force Majeure Event:** an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

**Goods:** A transportable article of trade or commerce that can be bartered or sold. Goods do not include services or real property.

**Independent Contractor:** A person working for an entity under contract and not an employee of the contracting entity. The contracting entity does not pay unemployment, disability, or worker's compensation insurance or withholding taxes from payments to the person. An independent contractor normally follows the contracting agency's direction on the results of the work but not on the means of accomplishing the work.

**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.

**Notice of Award:** The written notice by Owner to the Successful Respondent stating that upon timely compliance by the Successful Respondent with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

**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.

**Owner:** The entity, City of Deer Park, with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

**Party:** or collectively Parties refers to the entities that have entered into this Contract including the Contractor and the City.

**Payment Bond:** A bond executed in connection with a contract which secures the payment requirements of the contractor.

**Performance Bond:** A surety bond which provides assurance of a respondent's performance of a certain contract. Acceptable forms of bonds are those described in the definition for "proposal deposit."





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**Proposal:** An offer to contract with the City, submitted in response to a proposal invitation. Proposals are usually non-negotiable unless resulting from a Request for Proposal.

**Proposal Deposit:** A deposit required of respondents to protect the state in the event a low respondent attempts to withdraw its proposal or otherwise fails to enter into a contract with the state. Acceptable forms of proposal deposits are limited to: cashier's check, certified check, or irrevocable letter of credit issued by a financial institution subject to the laws of Texas and entered on the United States Department of the Treasury's listing of approved sureties; a surety or blanket bond from a company chartered or authorized to do business in Texas.

**Proposal Documents:** The Proposal Requirements and the proposed Contract Documents (including all Addenda).

**Proposal Opening:** The public opening of proposals, in which the names of the respondents responding to a solicitation and prices of the respondents are publicly read and recorded, unless in a Request for Qualifications or Request for Proposal where only the respondent names are stated.

**Proposal Opening Date:** date and time publicly advertised by the Purchasing Division as the deadline for submission of Proposals.

**Proposal Requirements:** The Advertisement or Request for Proposal, Instructions to Respondents, proposal security of acceptable form, if required, and the Proposal Form with any supplements.

**Proposal Tabulation:** The recording of proposals and proposal data submitted in response to a solicitation. Pricing is not included.

**Purchase Order:** a written purchase order from the City referencing this Contract.

**Purchasing Division:** The office designated to purchase goods and services for the City of Deer Park.

**Respondent:** person, firm or entity submitting a Proposal in response to an invitation for proposals; for RFPs and RFQs, references may be made to "Respondents". Once the Contract is awarded the Contractor shall assume that all references to a Respondent and such attendant obligations apply to the Contractor.

**Responsive:** The respondent has complied with all material aspects of the solicitation document, including submission of all required documents.

**Responsible:** The respondent has the capability to fully perform and deliver in accordance with the contract requirements. The agency may include past performance, financial capabilities and business management as criteria for determining if a respondent or proposer is capable of satisfying the contract requirements.

**Services:** refers to all work, services and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.



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**Specification:** means the Proposal Documents, including but not limited to the detailed specifications 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.

**Subcontractor:** means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

**Successful Respondent:** The Respondent submitting a responsive Proposal to whom Owner makes an award.

### 3.1.2 Interpretation of the Contract

#### 3.1.2.1 Order of Precedence

The order of precedence of the contract parts will be as follows:

- Addenda, if any
- Detailed Specifications/Scope
- Plans or drawings, if any
- Special Conditions
- Supplemental Special Conditions, if any
- Insurance Requirements
- Standard Terms and Conditions
- Invitation to proposal and proposal pages

#### 3.1.2.2 Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Council or Purchasing Division, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Council and the Purchasing Division, as applicable. The judgment of the Council and the Purchasing Manager in such matters will be considered final.



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Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

### **3.1.2.3 Funding**

The State of Texas municipal statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

### **3.1.2.4 Severability**

If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

### **3.1.2.5 Survival of Terms**

Termination of the Contract for any reason shall not release the Respondent from liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.

### **3.1.2.6 Silence of Specifications**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

### **3.1.2.6 Entire Contract**

The Contract Documents constitute the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be modified, superseded or otherwise changed, except by the subsequent written agreement of the parties.

### **3.1.2.7 Non-Exclusive Contract**

This Contract shall be non-exclusive and the Owner may procure the services contemplated hereby from other sources at the Owner's discretion.

### **3.1.3 Subcontracting and Assignment**



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### **3.1.3.1 No assignment of Contract**

Contractor may not assign this Contract without the prior written consent of the City. In no case will such consent relieve Contractor from its obligations, or change the terms of the contracts.

### **3.1.3.2 Subcontracts**

No part of the goods, work or services to be provided under this Contract may be subcontracted without the prior written consent of the City; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the contracts. Contractor must notify the City of all Subcontractors to be used and shall not employ any that the City does not approve of. Prior to proposing the use of a certain Subcontractor, the Contractor is solely responsible to verify that neither the Subcontractor nor any of its owners is debarred by Office of Federal Contract Compliance Programs or otherwise ineligible to participate on City Contracts. All information required of submitting Contractor is also required from any proposed subcontractor or firm prior to their being utilized in the performance of this Contract.

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the City is null and void. Further, Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the City; any substitution of a Subcontractor without the prior written consent of the City is null and void.

Contractor will only subcontract with competent and responsible Subcontractors. Contractor is fully responsible for the actions or inactions of its subcontractors and for the compliance of all subcontracting. If, in the judgment of the City, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the City, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for City approval.

### **3.1.3.3 No Pledging or Assignment of Contract Funds without City approval**

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the City. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. Contractor must notify the City, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the City's discretion.

## **3.1.4 Contract Governance**

### **3.1.4.1 Governing Law and Jurisdiction**

This Contract will be governed in accordance with the competitive proposal requirements of the City and Texas Local Government Code §252, as amended. Respondents shall comply with all applicable federal, state and local laws and regulations. Respondent is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the City of Deer Park may request and rely on advice, decisions and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.



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### **3.1.4.2 Cooperation by Parties and between Contractors**

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

### **3.1.4.3 Independent Contractor**

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and obligations of the parties are only those set forth in this Contract. Contractor must perform as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that any membership in any pension, insurance, vacation, sick leave or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City. Furthermore, the City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

### **3.1.4.4 Authority**

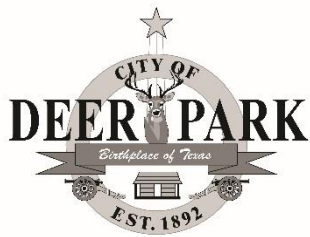
Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certifications, and warranty contained herein, attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(s) rules and procedures.

### **3.1.4.5 Joint and Several Liability**

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

### **3.1.4.6 Contractor Indebtedness to City**

Contractor must certify that it is not indebted to the City prior to award of contract. If Contractor is indebted to the City of Deer Park for any reason, Contractor hereby assigns to the City of Deer Park the



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amount of its delinquent indebtedness to the City to be deducted by the City from any amounts due to Contractor.

### **3.1.4.7 Contractor Compliance to Protection of Resident Workers**

The City of Deer Park, Texas supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the United States) and aliens authorized to work in the United States.

Employer must verify, which includes completing the Employment Eligibility Employer Verification Form (I-9), the identity and employment eligibility of anyone to be hired and must also establish appropriate processes and controls so that no services or products related to this contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

### **3.1.4.8 Ethics**

City of Deer Park officials and employees are responsible for protecting the safety and welfare of the public's monies. All City officials and employees should endeavor to pursue a course of conduct that does not raise suspicion among the public. Therefore, they shall avoid acts which are improper or give the appearance of impropriety. This conduct is particularly important for City purchasing personnel and contract management personnel who are charged with the disposition of City funds.

### **3.1.4.9 Conflict of Interest**

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within 7 business days after the latter of: 1) date the person begins discussions or negotiations to enter into a contract, including submission of a proposal or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is included as **Exhibit C** and **must be signed and returned with your submission**. The form is also available from the City's website at [www.laportetx.gov](http://www.laportetx.gov) or from the Texas Ethics Commission at [www.ethics.state.us](http://www.ethics.state.us). Please consult your own legal advisor if you have questions regarding this form.

### **3.1.4.10 Confidentiality**

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City.



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Contractor must not issue any publicity new releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the City.

Any request for documents regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Purchasing Division of the City with the understanding that the City will have the opportunity to seek counsel or contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless subpoena or request is quashed or the time to produce is otherwise extended.

#### **3.1.4.11 Disclosure and Ownership of Documents**

Contractor shall deliver to Owner or Owner's designated representative for approval and acceptance, prior to the Owner's final payment hereunder, all documents and material prepared and/or utilized by contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the Owner, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the Owner's prior written consent, unless otherwise required by lawful court order, after a hearing at which the Owner is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the Owner's expense shall be and remain the Owner's sole property and may be reproduced at the discretion of the Owner. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.

#### **3.1.4.12 Indemnity**

Contractor must defend, indemnify, keep and hold harmless to the fullest extent of the law, its successors, assigns and guarantors shall pay, defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services, and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by or working as an independent contractor for Contractor or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of Deer Park, its Council members, officers, agents and employees and herein provided.





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### **3.1.4.13 Drug Free Work Place**

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

### **3.1.4.14 Successors and Assigns**

This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the Owner which consent may be withheld at the sole and absolute discretion of the Owner. No provision hereof shall be deemed to create any personal liability on the part of any officer, agent, or Debris Monitor for the Owner, nor shall this Contract be deemed to create any rights or benefits to any person other than the Owner or Contractor.

### **3.1.5 Force Majeure**

To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

### **3.2 Compensation Provisions**

Unless otherwise provided in the Scope of Work and Detailed Specifications, a Notice to Proceed will be issued by the City and sent to the Contractor. Because these services will be required as the result of an emergency, a purchase order may be issued after the Notice to Proceed has been issued. Contractor must mobilize and commence work based upon this Notice.

Contractor must not honor any verbal order(s), make any deliveries or commence any work related to the contract without receipt of a Purchase Order issued by Purchasing. Any goods or services provided by the Contractor without a written Purchase Order are made at the Contractor's risk. Consequently, in the event a written Purchase Order is not provided by the City, Contractor releases the City from any liability whatsoever to pay for any items or services provided without a written Purchase Order.

Contractor shall not pledge the Owner's credit or make the Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.





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### 3.2.1 Invoices and Payment

The Owner will only pay for those items deemed Eligible in accordance with City and State guidance (unless the owner otherwise agrees in writing) with the understanding that the City intends to seek reimbursement through the FEMA Public Assistance Program. (See definition of Eligible, page 10)

Owner reserves the right to request additional invoice separation by debris type (construction and demolition, vegetative debris, household hazardous waste, etc.) program (right-of-way collection, private property debris removal, etc.) and/or applicant(s) (entities located within the jurisdiction)

Mobilization or demobilization costs, miscellaneous items, and markups due to errors in volume calculations will not be allowed.

Contractor shall be paid only for the services rendered and accepted in accordance with the pricing specified in the Proposed Rate Schedule attached hereto as **Exhibit A** for eligible debris. Owner does not guarantee Contractor a specific amount of work or a specific amount of compensation under this Contract.

To receive payment under this Contract, Contractor shall submit regular invoices for no more than bi-weekly periods to the Owner's Debris Monitoring firm ("Debris Monitor") for the debris hauled to each disposal site, which shall be calculated from electronic or manual load tickets issued by Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Debris Monitor on behalf of the Owner at the disposal facilities. All loads hauled shall be full and well compacted. When a load is delivered, the driver shall provide the Owner's Debris Monitor with the load ticket. The Debris Monitor at the disposal site will rate each load as a per cent (%) of fully loaded capacity as predetermined through truck or trailer bed measurement by the Debris Monitor. Only one hundred percent (100%) accurate and complete invoices shall be approved for payment.

#### 3.2.1.1 Payments

The City will make payment for the approved, eligible services performed in accordance with this Agreement within 120 days of submission of invoice. All invoices are subject to review and approval by Owner or Owner's designated representative.

#### 3.2.1.2 Retention

A ten-percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor must successfully complete and receive a letter of completion from the Owner for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be used by the Owner to repair damage caused by the Contractor to public or private property.

#### 3.2.1.3 Payment of Eligible Services

Contractor will not be paid to handle, process, or dispose of debris that is unrelated to disaster damage. Further, Contractor shall bill the Owner and be paid only for eligible debris.

#### 3.2.1.4 Final Billing

Contractor shall include the words "final invoice" on Contractor's final billing to the Owner. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly



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invoiced to the Owner and that all such charges are for eligible services. Since this account will thereupon be closed, any and all further charges not originally included in this invoice submitted and marked as "final invoice" shall be deemed waived by Contractor.

### **3.2.2 Records, Access and Audits**

Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following completion of this Contract. Owner may request separation of documentation by debris type or project type.

The Owner and Debris Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by contractor during the course of the administration and performance of this Contract locally. This information shall be made accessible at Contractor's local place of business in the City, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the City, it shall be Contractor's responsibility to insure that all required records are provided to the Owner at Contractor's expense.

The City of Deer Park reserves the right to inspect and audit the Contractor's payroll records to verify compliance with all applicable wage and hour laws and labor statutes including, but not limited to, payment of minimum wage, payment of overtime, and payment of mandatory withholdings.

Upon receipt of final billing by the City, Contractor shall affirm that all required documentation has been provided to the City for retention in accordance with applicable Law.

### **3.3 Compliance with all laws**

#### **3.3.1 General**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and as amended whether or not they appear in the Contract Documents.

Any agreement resulting from this solicitation shall be construed according to the laws of the State of Texas. The City and vendors agree that the venue for any legal action under this agreement shall be Harris County, Texas. In the event that any action is brought under any agreement resulting from the solicitation in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas. Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the contract. Contractor must require all Subcontractors to also do so.

#### **3.3.2 Compliance with Environmental Laws and related matters**

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental law.



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### **3.3.2.1 Proof of Noncompliance**

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains any evidence sufficient to support a reasonable conclusion that a violation has occurred.

The City shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. The city may, at its discretion may declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

### **3.3.2.1 Costs Associated with Noncompliance**

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

## **3.4 Contract Disputes**

### **3.4.1 Dispute Resolution**

The Contractor, Owner and Debris Monitor must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issues.

#### **3.4.1.1 Resolution Process**

Pursuant to subchapter 1, Chapter 271, Texas Local Government Code, contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the claim by taking the following steps:

(i) Written notice substantially describing the factual and legal basis of the claim shall be delivered by the contractor to the Owner within fifteen (15) days of the event giving rise to the claim, in which notice shall request a written response to be delivered to the contractor not less than fourteen business days after receipt of the notice of claim; (ii) Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract documents pertaining to the performance and furnishing of the work with respect to changes in the Contract Price or Contract times will be referred initially to the Debris Monitor in writing with a request for a formal decision in accordance with this paragraph; (iii) Written notice of each claim, dispute, or other matter will be delivered by the claimant to the other party of the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to Debris Monitor and the other party within forty-five days after start of such occurrence or event unless Debris Monitor allows an additional



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period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter; (iv) The opposing party shall submit any response to Debris Monitor and the claimant within 30 days after receipt of the claimant's last submittal (unless Debris Monitor allows additional time); (v) Debris Monitor will render a formal decision in writing within 30 days after receipt of the opposing party's submittal, if any, in accordance with this paragraph; (vi) The Debris Monitor's rendering of a formal decision shall be a condition precedent to further dispute resolution actions.

The general process for dispute resolution shall be:

- debris monitor renders a decision
- senior representatives meet to further resolve dispute (if appealed)
- mediation

### **3.4.1.2 Conference between senior representatives**

Subsequent to Debris Monitor's decision, the disputing party shall give written notice of an appeal to the other party and the Debris Monitor. Within 10 days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include:

- a statement of each party's position and a summary of the evidence and arguments supporting the position, and
- the name and title of the executive offices that will represent that party.

The executive officers shall meet at a mutually acceptable time and place with twenty days of the date of the notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

### **3.4.1.3 Mediation**

If the controversy or claim has not been resolved within thirty days of the meeting of the Senior Representatives, the parties agree to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation currently in effect. The request may be made concurrently with the filing of a demand for litigation, but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of sixty days from the date of filing, unless stayed for a longer period by agreement of the parties. Request for mediation shall be filed in writing with the other party to the Contract and with the American Mediation Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

For any controversy or claim to mediation under the terms of this contract in which no party's total disclosed claim of counter-claim exceeds \$75,000, exclusive of interest, the parties shall participate in mediation under the Fast Track Procedures as set forth in the Construction Industry Mediation Rules of the American Arbitration Association.



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Where no party's claim exceeds \$10,000, exclusive of interest, and in other cases where the parties agree, the dispute shall be resolved by submission of documents, as provided for in rule F-9 of the Fast Track Procedures of the Construction Industry Mediations Rules of the American Arbitration Association.

#### **3.1.4.4 Limitation on Consolidation of Joinder**

No mediation arising out of or relating to the Contract shall include, by consolidation or joinder or any other manner, the Debris Monitor, the Debris Monitor's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Debris Monitor, Owner, Contractor or any other person or entity sought to be joined. No mediation shall include, by consolidation or joinder or any other manner, parties other than the Owner, Contractor and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in mediation. No person or entity other than the Owner, Contractor shall be included as an original third party or additional third party to a mediation whose interest or responsibility is insubstantial. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of a Claim not described therein or with a person or entity not described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### **3.1.4.5 Claims and timely assertion of claims**

The party filing a notice to demand for mediation must assert in the demand all Claims then known to that party on which mediation is permitted to be demanded.

#### **3.1.4.6 Judgment on final award**

The award rendered by the mediator or mediators and agreed to by the parties of the Agreement shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

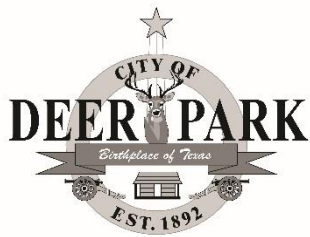
#### **3.1.4.7 Non-Jury Trial**

Any claims disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth above shall be resolved through litigation. The parties stipulate that venue for any such proceedings shall be in the district courts Harris County, Texas. In the event the parties are forced to litigate their disputes, owner and contractor agree to each waive their right to a trial by jury and further agree that the judge shall be the sole finder of fact and rule on the law of the case, without a jury.

This contract shall be construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of laws.

#### **3.5 Events of Default and Termination**

Contractor may terminate this Contract upon thirty (30) days written notice to the Owner, provided, however that during such thirty (30) days (or until earlier release by the Owner), Contractor shall continue to diligently perform all duties hereunder. The owner may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. If this Contract is terminated by the Owner with written notice to contractor, the Contractor shall be paid for the eligible work performed to the time of termination. The termination of this Contract



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by the Owner for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the Owner shall be liable only for goods or services then delivered by Contractor and accepted by the Owner. Such termination shall be effective as of the date and time designated by the Owner.

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City;
- B. Contractor's material failure to perform any of its obligations under this contract including:
  - failure to perform any material provision hereof;
    - failure to perform services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the services;
    - failure to have and maintain all professional licenses required by law to perform the services;
    - Contractors repeated or continued violations of City law or ordinances whether related to the performance of this contract or not;
    - failure to perform due to insolvency, filing for bankruptcy or assignment for the benefit of creditors or failure to seek approval for any change in ownership or control of Contractor;
    - Contractor's default under any other Contract with the City during the life of this Contract;
    - failure to promptly correct erroneous or unsatisfactory services;
    - discontinuance of the services for reasons within Contractor's reasonable control;
    - failure to comply with any other term of this contract

### **3.5.1 Cure or Default**

The City, at its sole discretion, may give Contractor an opportunity to cure a default within a specified period of time or, if no opportunity to cure is granted, will issue a written default notice. The decision to issue a default notice is within the sole discretion of the City and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract.

A default notice will also indicate any present intent to terminate this contract. This decision is final and effective upon giving the notice. If there is no present intent to terminate this contract, this decision does not preclude the City from later deciding to terminate in a later notice, which is final and effective upon the giving of the notice

Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State. In the event of a default by Contractor, the Owner shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the



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withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of Texas.

### **3.6 General Requirements of Respondent**

#### **3.6.1 Proposal**

Proposal shall be prepared and submitted in the format detailed in **Article 4.9**.

#### **3.6.2 Personnel and Equipment**

Contractor warrants compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

Personnel engaged in performing these services shall be competent, fully qualified, and if necessary, authorized under applicable law to perform such services. Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the industry. Use of Contractors or subcontractors on the federal debarment list is prohibited in the performance of this Contract.

##### **3.6.2.1 Non Discrimination**

Contractor represents and warrants that all of its employees are and shall be treated equally during employment by Contractor without regard to race, color, religion, physical handicap, sex, age or national origin.

The City of Deer Park encourages utilization of minority firms, and women business enterprises and labor surplus firms for participation in subcontracting opportunities.

##### **3.6.2.2 Contractor Personnel assigned to this contract**

Prior to an employee commencing work associated with this Contract, Contractor must determine suitability for work of their employees. After work has begun, the City retains the right to perform driver's license checks on Contractor employees. Documents proving legal residency may also be audited during the course of the Contract. Contractor **MUST** remove any employee from these services who is convicted of a felony during this employment. Failure to do so may result in termination of the Contract.

The City reserves the right to require immediate removal of any Contractor employee from City service it deems unfit for service for any reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Failure to provide a satisfactory replacement within twenty four (24) hours may be cause for termination of the Contract.





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All persons employed by Contractor shall be United States citizens or possess proper documents demonstrating that they are legal aliens.

Contractor is responsible for ensuring that all employees observe all City ordinances and codes when conducting business on City premises.

Contractor shall be fully responsible for the conduct and actions of all Contractor employees and subcontractors. Contractor's personnel or subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the Owner.

Contractor or anyone employed by or subcontracted by Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business or institution for work performed under this scope of work.

### **3.6.2.3 Supervision**

Supervision shall be literate and fluent in the English language. Supervision shall also be capable of communicating fully with all Contractors' employees in the event they do not speak English. The City's authorized representatives will be the sole judge of the communication level. Contractor shall provide documentation that the supervision has the necessary skills.

### **3.6.2.4 Identification of Employees**

Contractor may be required to provide and enforce the use of uniforms and/or identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. At a minimum, Contractor is responsible for:

- ensuring employees maintain a safe, suitable appearance while providing the services;
- providing and enforcing the use of name badges
- immediate collecting of name badges of terminated employees; and
- checking employees' proof of valid driver's licenses or state issued identification every six months

### **3.6.3 Payment Adjustments**

The City of Deer Park requires complete performance of the required tasks identified in this specification. Failure to satisfactorily accomplish said requirements, where due to the carelessness, neglect or fault of the contractor, shall constitute a deficiency for which if Contractor fails correct, may result in the services being performed by others with the cost charged to the Contractor. In that inadequate performance is just as undesirable as non-performance and the cost of correcting inadequate performance may equal, or exceed, the cost of initial services, the actual costs will control in all cases, as distinguished from any estimates based on the Contractor's quoted price, or his probable cost, had he performed the work.

## **ARTICLE 4 Special Conditions**





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## 4.1 Respondent's Minimum Qualifications

Respondents must demonstrate that they have the resources and capability to provide the materials, labor and services as described herein to the extent necessary so as to ensure that all charges incurred by Owner with respect to said services hereunder. The Owner will only pay for those items deemed Eligible in accordance with City, State and FEMA guidance, unless the Owner otherwise agrees in writing. (See definition of Eligible, page 10) All applicable Federal, State and/or local regulations or any other governing agency guidelines for the collection, transportation, temporary staging and final disposal of debris must also be demonstrated. ALL RESPONDENTS must submit documentation to support these qualifications. Failure to do so may be cause for proposal to be deemed non-responsible and rejected.

The following qualifications shall be met in order to be eligible for this contract:

- be licensed to do business in the State of Texas;
- be able to provide services to clean up, remove, haul and dispose of debris as defined in the Articles of this solicitation ;
- be willing and capable of performing the services, including but not limited to, proper documentation preparation, management and event closure services;
- be knowledgeable and have experience in providing of the services as described herein, and to ensure that all services are delivered in accordance with State and Federal regulations as hereinafter defined;
- demonstrate financial stability, availability of personnel necessary to meet the obligations of this contract; and
- demonstrate insurability and bonding capability
- be eligible to perform the services in that Contractor has not been declared debarred by the Office of Federal Contract Compliance Programs

## 4.2 Time is of the Essence:

- A. Contractor understands that time is of the essence in the performance of this Contract and that suitable equipment, personnel and other necessary resources must be available to commence work in accordance with these specifications.
- B. Contractor shall remove, a minimum, the quantities of debris within 30, 60 and 90 calendar days as stated in **Exhibit A**.
- C. Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and to commence the performance of services under this Contract no later than seventy-two (72) hours after execution hereof.
- D. Contractor agrees to work diligently to complete this Contract by the earliest possible date; however, in no event shall the time period for completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless Owner initiates additions or deletions to the Contract by written change orders, or in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.



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- E. Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.
- F. Contractor shall provide progress reports to the Owner and/or Debris Monitor on a weekly basis or more frequently as requested by the Owner. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Contractor.

#### 4.3 Working Conditions

Contractor represents that it has inspected the areas where debris is to be collected and removed and is familiar with the City of Deer Park roadway system, roadway widths, and other factors that will affect the work to be performed and has not relied on any representation of conditions made by any officer, agent or employee of the Owner. Contractor understands that any information provided by the Owner is meant only to assist the Contractor and contractor agrees to rely on its own knowledge and investigation and not any assistance provided by Owner. Contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies, and wet, muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

#### 4.4 Vehicles and Equipment

All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all United States Department of Transportation, State of Texas Department of Transportation and safety regulations, and are subject to the approval of the Owner. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend so as to impede the proper and safe navigation of the vehicle in post disaster road conditions. Trucks shall carry a supply of absorbent to be used to pickup any oil spilled from loading or hauling vehicles.

The Contractor shall supply vinyl type placards identifying the City of Deer Park, the names of the Contractor and subcontractor, and large spaces for the Debris Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of Debris from the Temporary Debris Storage and Reduction Site to the permanent disposal sites. The listing shall include the following information;

- a. Truck and/or trailer license number.
- b. Year, make and color of each truck and/or trailer.
- c. Cubic yardage capacity of each trailer as measured and recorded by the Debris Monitor



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Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.

Contractor shall be solely responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

#### **4.5 Modifications of Work**

The Owner reserves the right to make changes in the services including alterations, reductions or additions thereto. Upon receipt by Contractor of the Owner's notification of a contemplated change, Contractor shall (a) if requested by the Owner, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the Owner of any estimated change in the completion date, and (3) advise the Owner in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the Owner instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the Owner's decision to proceed with the change. If the Owner elects to make the change, the Owner shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

This contract and all attachments hereto are subject to modifications as Federal, State and/or local regulations may require.

#### **4.6 Inspection and Defects**

The City will have the right to inspect any services provided under this Contract. Upon delivery, the City will conduct an initial visual examination solely for the purpose of identifying any obvious damage, defects or non-conformance to specifications. The Contractor may be present for such an inspection. This does not limit the City's right to conduct subsequent inspection of any product(s) delivered or services performed.

Should errors defects or non-conformances be discovered in either the initial or subsequent inspection, the City may exercise appropriate remedies in accordance with the laws of the State of Texas in addition to any other remedies specified in this agreement.

##### **4.6.1 Inspection tower**

The Contractor shall construct an inspection tower at each Temporary Debris Storage and Reduction Site (TDSRS) and disposal site specifically for this project, as described below or approved equivalent. Any construction will be subject to permitting by the Owner or Debris Monitor. The tower at the site shall be of sound construction and of scaffolding. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4 foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. Steps shall provide access with a handrail. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of a Debris Monitor to view and grade loads. The Owner, or any Federal and State agency accompanied by the Owner, may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.



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## 4.7 Quality

Quality of materials and workmanship must comply, at minimum, with best industry practices and standards or, specifically, as per the Detailed Specifications. Unless otherwise specified in the Detailed specifications, all items provided must be new and unused, and in conformance with the Contract.

## 4.8 Contract Administrator

The City of Deer Park, under this Contract, may appoint a Contract Administrator(s) with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. A Contract Administrator serves as liaison between the City's Emergency Management Coordinator (which has the overall Contract Administration responsibilities) and the successful Proposer.

### 4.8.1 Debris Monitor

Owner shall provide, and Contractor shall allow, Debris Monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Debris Monitor each day of the number of work crews and disposal sites that will need assigned Debris Monitors, 24 hours before crews arrive to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Debris Monitors provided to the Contractor to meet the needs of the debris removal effort.

## 4.9 Proposal and Submittal Requirements

Respondents must prepare and submit their response in the format listed below.

TAB	ITEM
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- |    |  |
|----|--|
| 1. | Provide a cover letter indicating the underlying philosophy of the firm in providing the service. Proposers shall also provide a comprehensive organizational chart. The cover letter and organizational chart shall be limited to one (1) page each and must be signed by an Officer of the Company.  |
| 2. | Proposer must demonstrate experience in all aspects of debris management, including recovery, hauling, staging/reduction, disposal, contract management, accounting, and documentations. Include a company profile including the firm name, business address, telephone number, and year established. Describe in detail how services will be provided, including each payment item in the RFP. Include a flexible mobilization plan that can be scalable depending on the requirements of the event, but includes various preparation activities (e.g., at 72, 48, 24 and 12 hours) prior to a known impact; timeframe of when management staff and assets will mobilize to the impacted area; tasks to identify primary areas of concern within the impacted area; detail of project initiation activities including truck certification and measurement procedures; mobilization plan for an event without warning. Proposer shall include a statement that he will meet all program standards as provided for in the Owner's Debris Management Plan. Demonstrate that Proposer is well versed in all aspects of the FEMA Debris Management Guide: FEMA-325. Provide a subcontracting plan to include the identity and address of potential local subcontractors. |
| 3. | Each Proposer shall submit a written statement describing the experience, organizational structure and "chain of command" of the Proposer's and subcontractor's response team and the project management methods that are most appropriate to perform the contract services. The statement   |



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must include: historical methods for communicating with team members and local emergency management and public works staff, team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and other appropriate management considerations. The Proposer shall also discuss its staffing and their experience and ability to supervise multiple debris removal crews, and subcontractors. This discussion shall also include the Proposer's historical project management methods that insure quality control of the work being performed by the Proposer's teams, crews and subcontractors.

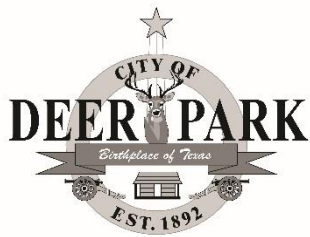
Proposer shall provide:

- a) Education, background and experience of Senior Management;
- b) Professional recognition of Proposer and/or its senior management team;
- c) The ability of Proposer to reduce and/or prevent the instances of fraud, waste and abuse.

Any reservists, consultants or part-time employees, or sub-contractor employees must be identified as such.

- 4. Financial Capabilities: Each Proposer shall submit its annual audited financial statements for the past three (3) fiscal years certified by a Certified Public Accountant. The Certified Financial Statements shall include a detailed list of assets, particularly that equipment which is owned or leased by Proposer. Public companies listed on the New York or NASDAQ Stock Exchanges are only required to provide a copy of their latest Annual Report. If the Proposer has been in business for a period of less than three (3) years, the Proposer should submit Certified Financial Statements for the period the Proposer has been in business plus a detailed business plan in addition to any pertinent information that would allow the evaluation of the sufficiency of financial resources and the ability of the Proposer to successfully perform and finance the services enumerated in the RFP. In lieu of financial statements, Proposer may provide other evidence of its financial capability to mobilize, manage, sustain and finance a multi-million dollar volume of work for a minimum of 45 days without interference or a slow-down in the work. Proposer must demonstrate bond-ability with a minimum bonding capacity of \$10 million.
- 5. References: Include a reference list of at least Five (5) clients to whom the Proposer has provided similar services as prime contractor within the past five years. Two of these projects must involve removal of at least 500,000 cubic yards of debris. The following information is required for each reference.

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_



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Brief Description of Service(s): \_\_\_\_\_

Cubic Yards Recovered: \_\_\_\_\_

Cubic Yards Reduced: \_\_\_\_\_

Contract Value: \_\_\_\_\_

6. Environmental Plan: Proposers must provide an Environmental Plan to demonstrate compliance with applicable environmental regulations in the debris removal and reduction process. Proposers shall delineate memberships in professional organizations and possession, knowledge and proposed compliance with TCEQ regulations and Certifications, EPA Regulations.
7. The person who shall serve as authorized negotiator for Proposer should Proposer to be selected to negotiate with Owner.
8. Whether Proposer or any employee thereof anticipated being assigned to provide debris removal services has been a defendant in any proceeding involving or arising out of debris removal services within the past five years.
9. Whether or not Proposer has had a contract related to debris removal canceled within the past seven years. If so, state the name and address of the other contracting party and reason.
10. Certify that Proposer, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or Texas law.
11. List of current obligations of Proposer for disaster relief to other government or private entities within a 200 mile distance from the City of Deer Park (including all pre-positioned or pre-event contracts by which Contractor is currently bound and/or is considering).
12. Signed Exhibit G – State and Federal Required Clauses and Forms. The signatory for Exhibit G as well as forms shall be an authorize representative of the Contractor to acknowledge intent to comply with all laws, regulations, and policies stated therein.
  - a Bryd Anti-Lobby Form
  - b Debarment Form
  - c Noncollusoin Affidavit Form
  - d SB 252 Form
  - e HB 89 Form

**4.9.1** Proposals shall be submitted in two (2) separate sealed, marked envelopes; one sealed envelope containing the entire original proposal and required submittals (**plus 3 copies**) not including Exhibit A,- and one sealed envelope containing only the original pricing proposal (**Exhibit A**).

#### **4.10 Notices**

All notices and communications required or permitted by this Contract shall be deemed to have been given if sent by certified mail, return receipt requested, to the parties as follows:



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If to the City:

Robert Hemminger  
Director of Emergency Services  
City of Deer Park  
P.O. Box 700  
Deer Park, Texas 77536

If to Contractor:

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## ARTICLE 5 Scope of Services and Detailed Specifications

### 5.1 General

The City of Deer Park is seeking competitive proposals from qualified Contractors authorized to transact business in the State of Texas (the "State") for a non-exclusive contract to remove debris from public property and rights-of-way (ROW) generated by future disasters. Contractor is expected to perform at least the minimum requirements described herein. Contractor may propose alternative approaches to performing the tasks that may be beneficial and cost effective for the City so long as the approach does not conflict with the City's required outcomes specified herein.

Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. Mechanical loading is preferred and should be the primary method used in the performance of this contract. However, with prior approval by the Owner, vehicles that are hand loaded or that requires mechanical assistance for dumping, may be permitted to dump at debris management site(s) once approved.

It is the City's intent to award a non-exclusive contract to a primary and two (2) back-up Contractors for a three (3) year contract with the potential for renewal periods. Award may be made to multiple Contractors, by portions of work to separate contractors, or by individual proposal items.

The Owner also reserves the right to delete from the Scope, individual proposal items at any time following the award of the Contract. This does not release the Contractor from continuing to perform other awarded items.

#### 5.1.1 Background

The City of Deer Park, hereinafter referred to as "City", has a population of nearly 35,000 and is located along the Texas Gulf Coast near Galveston Bay. The City is vulnerable to natural disasters such as hurricanes, tornadoes and floods and to man-made disasters such as oil spills, hazardous material spills or releases. Natural disasters in particular often produce large volumes of debris.





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One of the first essential steps in securing the community post event is the removal of debris or other hazards to allow for security, emergency and other services, and vehicular and pedestrian traffic by clearing blocked roadways or drives, obstacles to emergency vehicles, hazardous fallen trees, leaning trees and other hazards on both public and private property.

## **5.1.2 Intent**

The work to be performed under this Contract shall consist of collection, removal and disposal of the debris caused by a disaster. The Contractor shall not remove, process or dispose of debris that is unrelated to disaster damage.

The City reserves the right to add similar items/services or delete items/services specified in the Contract as requirements change during the course of the contract. Prices for items/services being added or deleted from the Contract will be mutually agreed to by the City and the Contractor. A Contract amendment will be issued for each addition/deletion.

## **5.2 Specifications**

### **5.2.1 General**

Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line (ROW) or property line, and the public portion shall be removed under this contract. No debris shall be loaded without the presence of a Debris Monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection and loading departure time.

Contractor shall maintain debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Debris Monitor on a daily basis.

To receive payment under this Contract, Contractor shall submit an invoice to the Debris Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by an Owner representative at each site. Contractor will be paid solely on the tickets issued and verified by the Debris Monitor at the reduction sites.

### **5.2.2 Performance**

Contractor shall perform these obligations hereunder in a manner so as not to interfere with the normal operations of the Owner. Such performance by Contractor shall be in compliance with all applicable local, State and federal laws and regulations. Contractor will only use a final disposal site location site that is approved by the Owner. Contractor will be reimbursed for fees from the approved disposal site. However, the Owner will retain any recycling revenues from recycled debris.

#### **5.2.1.1 Removal and Hauling Vegetative Debris**

As identified by and directed by the Owner or Debris Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Temporary Debris Storage and Reduction Site (TDSRS) within the City of Deer Park or direct haul to a landfill, at the Owner's discretion. This includes fallen tree and limb debris that is located on





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public property and right-of-way as well as hazardous limbs and trees removed by the Contractor under pay items 10 and 11 below and placed on public property or ROW. The Contractor shall provide an inspection tower in accordance with the

Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

The Contractor shall remove, haul, and dispose all hazardous stumps (less than 24" in diameter measured two feet from the ground) on improved public property or ROW that have at least 50% of the root ball exposed at the debris removal cost per cubic yard. The Contractor shall remove, haul, and dispose all hazardous stumps (greater than 24" in diameter measured two feet from the ground) on improved public property or ROW that have at least 50% of the root ball exposed at the debris removal cost per cubic yard as determined from the Stump Conversion Table attached to FEMA Disaster Assistance Policy DAP9523.11, or most current policy thereof. Prior to removal of stumps larger than 24" measured two from the ground, the Owner will use guidance from FEMA by using the Hazardous Stump Worksheet as outlined in DAP9523.11, or most current policy thereof. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

#### **5.2.1.2 Site Management and Reduction of Vegetative Debris by Grinding**

The Debris Monitor shall manage one or more TDSRS sites designated by the Owner and may reduce eligible vegetative debris by grinding. This may include vegetative debris delivered to the TDSRS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the Texas Commission on Environmental Quality (TCEQ) prior to final payment to the Contractor. TDSRS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

#### **5.2.1.3 Site Management and Reduction of Vegetative Debris by Burning**

The Debris Monitor shall manage one or more TDSRS sites designated by the Owner and may reduce eligible vegetative debris by air curtain burning. All debris burning must utilize an air curtain incinerator designed and operated to minimize release of pollutants. This may include vegetative debris delivered to the TDSRS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the TCEQ prior to final payment to the Contractor. TDSRS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

#### **5.2.1.4 Loading and Hauling of Vegetative Debris Reduced by Grinding**

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the



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Owner. The designated disposal site will be either the Green Shadows Landfill or the Baytown Landfill. The Green Shadows Landfill is located at 1089 Jana Lane Pasadena Texas 77503, (281) 542-6433, and is owned by Waste Management Inc. The Baytown Landfill is located at 4791 Tri-City Beach Road, Baytown, TX 77520, (281) 383-2454, and is owned by Waste Management, Inc. The Contractor may be required to remove and haul reduced vegetative debris from a TDSRS site or sites managed by others, to an approved landfill as directed by the Owner or Debris Monitor. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity. This pay item does not include tipping or disposal fees. Tipping or disposal fees shall be paid directly by the Owner.

#### **5.2.1.5 Loading and Hauling of Vegetative Debris Reduced by Burning**

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by the Owner. The designated disposal site will be either the Green Shadows Landfill or the Baytown Landfill, as described above. The Contractor may be required to remove and haul reduced vegetative debris from a TDSRS site or sites managed by others, to an approved landfill as directed by the Owner or Debris Monitor. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity. This pay item does not include tipping or disposal fees. Tipping or disposal fees shall be paid directly by the Owner.

#### **5.2.1.6 Disposal of Vegetative Debris Reduced by Grinding**

Contractor shall dispose reduced (by grinding) vegetative debris at a final disposal site as directed by the Owner. The designated disposal site will be either the Green Shadows Landfill or the Baytown Landfill, as described above. The Contractor may be required to dispose eligible reduced debris delivered to the landfill by the Contractor, the Owner, or others, as directed by the Owner or Debris Monitor. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall provide an inspection tower at the disposal site in accordance with the Supplemental General Conditions. This pay item does not include loading or hauling. Payment under this pay item shall be based on a per cubic yard quantity. Contractor is responsible for payment of all tipping and disposal fees.

#### **5.2.1.7 Disposal of Vegetative Debris Reduced by Burning**

Contractor shall dispose reduced (by burning) vegetative debris at a final disposal site as directed by the Owner. The designated disposal site will be either the Green Shadows Landfill or the Baytown Landfill, as described above. The Contractor may be required to dispose eligible reduced debris delivered to the landfill by the Contractor, the Owner, or others, as directed by the Owner or Debris Monitor. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall provide an inspection tower at the disposal site in accordance with the Supplemental General Conditions. This pay item does not include loading or hauling. Payment under this pay item shall be based on a per cubic yard quantity. The Contractor is responsible for payment of all tipping and disposal fees.

#### **5.2.1.8 Removal and Hauling of Construction and Demolition Debris**

As identified by and directed by the Owner or Debris Monitor, the Contractor shall accomplish the pickup, loading and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Contractor shall deliver C&D Debris to a final disposal site approved by the Texas Commission on Environmental Quality, as directed by the Owner. The designated disposal site will be either the Green Shadows Landfill or the Baytown Landfill, as described above. The Contractor may at his option, store C&D Debris at the TDSRS in order to improve turnaround time and avoid



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landfill congestion. The Contractor shall provide an inspection tower at the disposal site in accordance with the Supplemental General Conditions. No separate payment will be made for storage, management or re-hauling of C&D Debris.

Additionally, the Contractor may be required to pick up and remove C&D Debris located at TDSRS sites as directed by the Owner or Debris Monitor, for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity. This pay item does not include tipping or disposal fees. Tipping or disposal fees shall be paid directly by the Owner.

## **5.2.1.9 Disposal of Construction and Demolition Debris**

As directed by the Owner or Debris Monitor, the Contractor shall accomplish the disposal of all eligible C&D Debris delivered to the landfill by the Contractors and the Owner. Contractor shall disposal C&D Debris at the final disposal site approved by the TCEQ and as directed by the Owner. The designated disposal site will be either the Green Shadows Landfill or the Baytown Landfill, as described above. The Contractor may be required to pick up and remove disaster related C&D Debris to be transported from TDSRS sites as directed by the Owner or Debris Monitor for payment under this pay item. The Contractor shall provide an inspection tower at the disposal site in accordance with the Supplemental General Conditions. This pay item does not include loading or hauling. Payment under this pay item shall be based on a per cubic yard quantity. The Contractor is responsible for payment of all tipping and disposal fees.

## **5.2.1.10 Removal of Hazardous Hanging Limbs**

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter (at the point of break) from trees over 6" in diameter (measured 4.5 ft above ground) from public property and ROW, as identified by the Owner or Debris Monitor. Trees with hazardous limbs must be identified by the Owner or Debris Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis.

Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under pay item 1 above.

## **5.2.1.11 Removal of Hazardous Leaning Trees**

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 4.5 ft above ground) from public property and ROW, as identified by the Owner or Debris Monitor. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Debris Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item 1 above.

If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole



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flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The cost of root ball removal, all fill material and placement shall be an incidental to the hazardous tree removal cost and will not be eligible for separate payment.

#### **5.2.1.12 Asbestos Containing Material (ACM)**

In addition to debris removal from public property and ROW, Contractor shall be fully responsible for demolition, debris removal, transportation, and disposal of ACM debris. The Contractor shall comply with TCEQ and EPA requirements for ACM loading, hauling, and disposal requirements at a location approved by TCEQ and the City.

The Contractor will deliver the ACM material to an approved landfill for the disposal of ACM. The Baytown Landfill is currently accepting ACM. All disposal costs will be the responsibility of the Contractor. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed under this Contract. Payment under this item will be per cubic yard.

#### **5.2.1.13 White Goods**

The Contractor shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon shall not be released during the removal, hauling, or recycling. Payment under this item will be per item.

#### **5.2.1.14 Electronics Waste**

The Contractor shall remove, haul and recycle (or dispose if necessary) electronics waste (e-waste) from public property and ROW. Payment under this item will be per cubic yard.

#### **5.2.1.15 Portland Cement Concrete**

The Contractor shall load, haul, and dispose of Portland Cement Concrete material separated by the property owner and placed on public property and ROW. Payment under this item will be per cubic yard.

#### **5.2.1.16 Household Hazardous Waste**

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, appliances, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C/D debris and load and transport the HHW to a collection site identified by the Owner. The HHW will be segregated in the field and hauled in concentrated loads. Payment under this item will be per cubic yard.



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## **5.2.1.17 Lawnmowers and Equipment with Small Engines**

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. Payment under this item will be per each.

## **5.2.1.18 Abandoned Tires**

The Contractor shall removal and transport abandoned tires from public property and ROW. The Contractor will segregate these items from vegetative and C/D debris and load and transport the tires to a collection site within the City of Deer Park, as identified by the City. The tires will be segregated in the field and hauled in concentrated loads. Payment under this item will be per each.

It shall be duly noted that the City of Deer Park encourages recycling where available or feasible in accordance with applicable law

## **5.2.3 Priority of Work Areas**

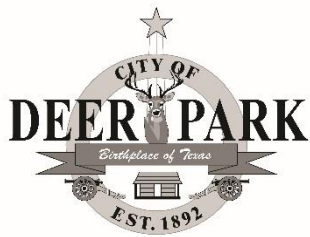
The Owner will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a geographic area or type of debris. The Owner may choose to reassign areas at any time for any reason. The Contractor shall remove all Debris and leave the site from which the Eligible Debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, etc., generally one-half cubic foot or less that is not picked up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Owner or its agent. Contractor will not be allowed to "cherry pick" debris.

## **5.2.4 Debris Ownership and Hauling Responsibilities**

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. Notwithstanding the above, the Contractor will be responsible for all documentation related to the collection and disposing of the debris.

## **5.2.5 Debris Disposal**

The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. Final disposal locations will be at TCEQ approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Debris Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, State, and Federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the City of Deer Park.



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If Contractor hauls debris to a TDSRS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the TDSRS site per TCEQ criteria. Acceptance of proper closure by TCEQ must be documented by the Contractor prior to final payment under this contract.

Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests by any Federal, State and/or local agencies or authorities.

Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

The Contractor shall ensure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

## **5.2.6 Hours of Operation**

Contractor shall operate during daylight hours coordinating with landfills, unless otherwise directed by the Owner's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Debris Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a load ticket may be written for a full load only.

## **5.2.7 Property Damage**

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments. Unpaid costs for damages will be deducted from retainage.

## **5.2.8 Security and Safety**

### **5.2.8.1 OSHA Compliance**

Contractor is fully responsible for compliance to OSHA 29CFR 1910 and 1920 as it applies to the performance, equipment and supplies for use in performing the services required under this agreement.





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## **5.2.8.2 Protection and Damages**

The Contractor shall be responsible for ensuring that all reasonable precautions are taken to protect all property where debris removal occurs. Upon verification by the Contract Administrator of causes and costs of damage, Contractor shall pay City for said damage.

Facilities or equipment damaged by vandalism, which are linked to any unsecured entryways due to negligence of the contractor will be repaired or replaced at the Contractor's expense.

## **5.2.8.3 Safety**

The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable safety regulations, i.e. OSHA and The Texas Hazard Communications Act whereby employees have been provided notice and are educated in the Act and its provisions.

Contractor understands and acknowledges that it will be working in congested areas. Contractor shall employ trained flag men and other necessary measures to protect the public and shall be fully responsible for implementing safety measures in performing its work under the Contract. Contractor will provide all required traffic control measures in compliance with the Manual on Uniform Traffic Control Devices (MUTCD).

Contractor shall employ and utilize sufficient manpower and equipment to assure that work zone safety is in keeping the requirements established by the Federal Highway Administration's Manual for Work Zone Safety. Owner reserves the right to curtail work efforts until unsafe practices are corrected.

Contractor shall present to Owner prior to execution of this Contract a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to Contractor personnel or other persons associated with or in proximity to work zones. It shall be the full responsibility of Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable Federal, State and local laws and regulations regarding the use of such vehicles and equipment on public roadways.

## **5.2.8.4 Emergency Telephone**

Contractor shall provide an emergency telephone number where a person can be reached during normal operating hours and after normal operating hours.

## **5.2.8.5 Unauthorized Personnel**

At no time shall Contractor allow any people into the worksite other than bona fide employees or subcontractors of the Contractor. At no time shall contractor allow family members, friends, etc., to be on the grounds or parking lot of a facility during working hours, other than to pick up or drop off an employee.

## **5.2.9 Equipment**

All tools and equipment necessary to perform the services under this contract shall be provided by Contractor.



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Equipment shall be of the most suitable grade for the purpose intended and if not new, shall not be of such age or so deteriorated as to impair their usefulness or safety.

Contractor is fully responsible for and must train, provide and enforce the use of appropriate safety equipment and use of equipment.

## **5.2.10 Quality Control**

Contractor shall have an established quality control program to assure the requirements of the Contract as met as specified. This plan shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or a City representative points out the deficiencies.

**5.2.10.1** An inspection system tailored to each specific City facility and which covers all minimum requirements and frequencies of the Contract is required. It is not permissible for the person performing the work to inspect and accept that work.

Services performed as per the specifications and requirements of this solicitation are subject to inspection and approval by the City of its representatives.

In addition the Owner shall provide, and Contractor shall allow, Debris Monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Debris Monitor each day of the number of work crews and disposal sites that will need assigned Debris Monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Debris Monitors provided to the Contractor to meet the needs of the debris removal effort.

## **5.2.11 Additional Requirements**

### **5.2.11.1 Contract Term**

The initial Term for this Non-exclusive Contract will be for three (3) years from date of execution (last date set forth on the signature page) and renewable upon the written consent of the parties, unless terminated earlier pursuant to the Termination provision, or extended according to the terms of the Term Extension provision.

### **5.2.11.2 Execution of Contract**

Failure to execute a contract and file an acceptable bond, as provided herein, within fifteen (15) working days, after the offeror has received notice that the contract has been awarded, shall be just cause for the cancellation of the award and forfeiture of proposal bond surety.

## **ARTICLE 6 Insurance Requirements**

### **6.1 Requirements**

Contractor shall not commence work under this contract until all insurance requirements have been met as presented under this Article and such insurance has been approved by the City, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.





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Contractor is required to maintain, at all times during the performance of the contract, the insurance detailed in the proposal specifications (**Exhibit B**).

## ARTICLE 7 Proposal Pages and Evaluation Criteria

### 7.1 Proposal

Respondent shall provide their proposal in two (2) properly marked and sealed envelopes. One envelope will contain the detailed proposal for services, the required submittals and supporting documents (original plus 3 copies). The other sealed envelope will contain only the Pricing Proposal, **Exhibit A**.

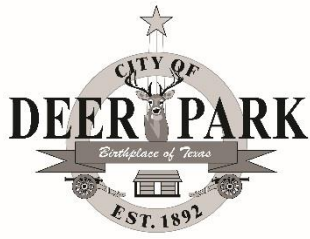
### 7.2 Evaluation Criteria

The following evaluation criteria shall apply for this solicitation: These criteria shall be used to determining the successful Contractor demonstrating the best value to the City of Deer Park in accordance with Local Government Code 252.043. To determine the best value we may consider a combination of many factors included within the specifications including, but not limited to, how well the City's needs are met; purchase price; past relationship with the City; reputation for reliability of respondent; completeness of services offered during the performance of the contract or a combination of many factors included within the specifications. The evaluation of proposals and selection of a provider shall be at the sole discretion of the City.

The criteria are as follows:

- |  |     |
|--|-----|
| 1. Past performance or past relationships with the City of Deer Park | 20% |
| 2. References from past projects of similar scope and size           | 20% |
| 3. Experience, references and qualifications of key personnel        | 20% |
| 4. Price   | 40% |

The evaluation committee may request interviews from the top respondents. If invited to participate in an interview please be prepared. The City may negotiate with and/or may request a best and final offer from one or more respondents, based upon the evaluation committee outcome. The final recommendation of the committee will be made to the Deer Park City Council.



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## ARTICLE 8 EXECUTION AND ACCEPTANCE PAGES

Proposal execution and acceptance pages follow. Please complete only the Execution page appropriate for your business type.

Remainder of this page intentionally blank.



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## 8.1 Proposal Execution By a Corporation

The undersigned, hereby acknowledges having received Solicitation Number \_\_\_\_\_ containing a full set of Contract Documents, including but not limited to, 1) Requirements for Proposal and Instructions to Respondents, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit this execution page on behalf of the Disclosing party; (2) warrants that all certifications and statements contained in the execution pages are true, accurate and complete as of the date the execution page was submitted; and (3) further warrants that, as of the date of submission of this solicitation there have been no changes in circumstances since the date that the Execution page was submitted that would render any certification in the execution page false, inaccurate or incomplete.

Furthermore, the undersigned being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Respondent (proposer) or prospective Respondent (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Respondents (proposers) and has not disclosed to any person, firm or corporation the terms of this proposal (proposal) or the price named herein.

**Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.**

**NAME OF CORPORATION:** \_\_\_\_\_  
(Print or Type)

**SIGNATURE OF PRESIDENT\*:** \_\_\_\_\_  
(Or Authorized Officer) (Signature)

**TITLE OF SIGNATORY:** \_\_\_\_\_  
(Print or Type)

**BUSINESS ADDRESS:** \_\_\_\_\_  
(Print or Type)

\*Note: In the event that this proposal (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

**ATTEST:** \_\_\_\_\_  
(Corporate Secretary Signature) (Affix Corporate Seal)

State of \_\_\_\_\_ County of \_\_\_\_\_



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This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as  
President  
(or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation  
Name).

(Seal)

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_



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## 8.2 Proposal Execution By a Joint Venture

The undersigned, hereby acknowledges having received Solicitation Number \_\_\_\_\_ containing a full set of Contract Documents, including but not limited to, 1) Requirements for Proposal and Instructions to Respondents, @) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit this execution page on behalf of the Disclosing Party; (2) warrants that all certifications and statements contained in the execution pages are true, accurate and complete as of the date the execution page was submitted; and (3) further warrants that, as of the date of submission of this solicitation there have been no changes in circumstances since the date that the Execution page was submitted that would render any certification in the execution page false, inaccurate or incomplete.

Furthermore, the undersigned being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Respondent (proposer) or prospective Respondent (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Respondents (proposers) and has not disclosed to any person, firm or corporation the terms of this proposal (proposal) or the price named herein. **Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.**

**JOINT VENTURE NAME:**

\_\_\_\_\_  
(Print or Type)

**JOINT VENTURE ADDRESS:**

\_\_\_\_\_  
(Print or Type)

**SIGNATURE AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):**

**SIGNATURE OF Authorized Party:**

\_\_\_\_\_  
(Signature)

**TITLE OF SIGNATORY:**

\_\_\_\_\_  
(Print or Type)

**BUSINESS ADDRESS:**

\_\_\_\_\_  
(Print or Type)

**ATTEST:**

\_\_\_\_\_  
(Joint Venture Secretary Signature)

\_\_\_\_\_  
(Affix Joint Venture Seal)

**OR**

**Joint Venturer Signature:**

(Signature) \_\_\_\_\_

**Address**

(Print or Type) \_\_\_\_\_

**Joint Venturer Signature:**

(Signature) \_\_\_\_\_

**Address:**

(Print or type) \_\_\_\_\_

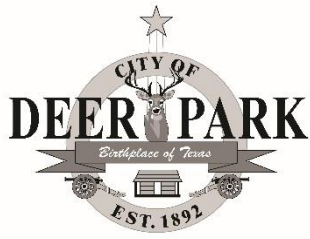
**Joint Venturer Signature:**

(Signature) \_\_\_\_\_

**Address:**

(Print or Type) \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_



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This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of  
\_\_\_\_\_ (Joint Venture Name).

(Seal)

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_



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## 8.3 Proposal Execution By a Partnership

The undersigned, hereby acknowledges having received Solicitation Number \_\_\_\_\_ containing a full set of Contract Documents, including but not limited to, 1) Requirements for Proposal and Instructions to Respondents, @) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit this execution page on behalf of the Disclosing Party; (2) warrants that all certifications and statements contained in the execution pages are true, accurate and complete as of the date the execution page was submitted; and (3) further warrants that, as of the date of submission of this solicitation there have been no changes in circumstances since the date that the Execution page was submitted that would render any certification in the execution page false, inaccurate or incomplete.

Furthermore, the undersigned being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Respondent (proposer) or prospective Respondent (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Respondents (proposers) and has not disclosed to any person, firm or corporation the terms of this proposal (proposal) or the price named herein. **Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.**

**BUSINESS NAME:**

\_\_\_\_\_  
(Print or Type)

**BUSINESS ADDRESS:**

\_\_\_\_\_  
(Print or Type)

**SIGNATURE AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP (If all General Partners do not sign, indicate authority of signatories by attaching copy of the partnership agreement or other authorizing document):**

**Partner Signature:**

(Signature) \_\_\_\_\_

Address:

(Print or Type) \_\_\_\_\_

**Partner Signature:**

(Signature) \_\_\_\_\_

Address:

(Print or type) \_\_\_\_\_

**Partner Signature:**

(Signature) \_\_\_\_\_

Address:

(Print or Type) \_\_\_\_\_

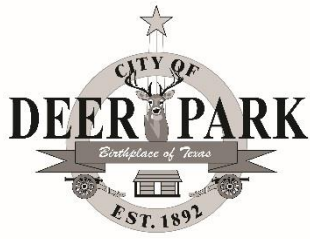
State of \_\_\_\_\_ County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Partnership Name).

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

(Seal)

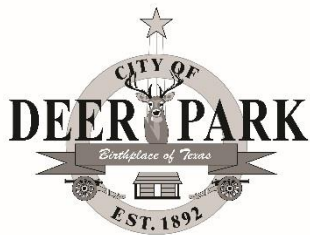


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## 8.4 Proposal Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Solicitation Number \_\_\_\_\_ containing a full set of Contract Documents, including but not limited to, 1) Requirements for Proposal and Instructions to Respondents, @) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit this execution page on behalf of the Disclosing Party; (2) warrants that all certifications and statements contained in the execution pages are true, accurate and complete as of the date the execution page was submitted; and (3) further warrants that, as of the date of submission of this solicitation there have been no changes in circumstances since the date that the Execution page was submitted that would render any certification in the execution page false, inaccurate or incomplete.

Furthermore, the undersigned being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Respondent (proposer) or prospective Respondent (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Respondents (proposers) and has not disclosed to any person, firm or corporation the terms of this proposal (proposal) or the price named herein.

**Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.**

**SIGNATURE OF PROPRIETOR:**

\_\_\_\_\_  
(SIGNATURE)

**DOING BUSINESS AS:**

\_\_\_\_\_  
(Print or Type)

**Business Address**

\_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
(Print or Type)

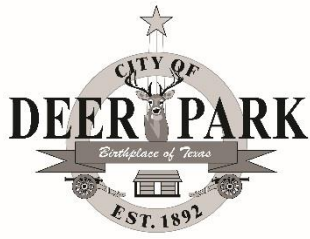
State of \_\_\_\_\_ County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Partnership Name).

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

(Seal)



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## Article 9 EXHIBITS

Exhibit pages to follow

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## Exhibit A - Pricing Proposal

This Proposal of \_\_\_\_\_ (hereinafter called "Contractor"),  
authorized to do business under the laws of the State of Texas, proposes to the City of Deer Park, Texas  
(hereinafter called "Owner") the following:

City of Deer Park - Debris Removal Services as per the specifications and related documents

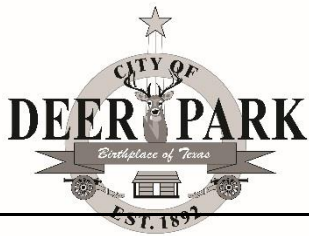
Removal of, at a minimum, the following debris quantities from receipt of  
Notice to Proceed:

1. Within 30 calendar days \_\_\_\_\_ cubic yards
2. Within 60 calendar days \_\_\_\_\_ cubic yards
3. Within 90 calendar days \_\_\_\_\_ cubic yards

*This information may be used to help evaluate Contractor's ability to perform.*

By submitting this proposal contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "notice to Proceed" of the Owner and to fully complete the work in accordance with the Contractual period of time allotted and in accordance with the specifications and other information included in the contract documents for the following prices:

Remainder of page left intentionally blank



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## Pricing Proposal to RFP #14504 - Debris Removal

Item Number	Item Description	Quantity	Unit of Measure	Written Unit Price	Unit Price	Price Extension
1.0	Removal and Hauling Vegetative Debris as per Article 5.2.1.1	250,000	CY		____.____	\$_____.____
2.0	Site Management & Reduction of Vegetative Debris by Grinding as per Article 5.2.1.2	250,000	CY		____.____	\$_____.____
3.0	Site Management and Reduction of Vegetative Debris by Burning as per Article 5.1.2.3	250,000	CY		____.____	\$_____.____
4.0	Loading & Hauling of Vegetative Debris Reduced by Grinding as per Article 5.2.1.4	60,000	CY		____.____	\$_____.____
5.0	Loading & Hauling of Vegetative Debris Reduced by Burning as per Article 5.2.1.5	25,000	CY		____.____	\$_____.____
6.0	Disposal of Vegetative Debris Reduced by Grinding as per Article 5.2.1.6	60,000	CY		____.____	\$_____.____
7.0	Disposal of Vegetative Debris Reduced by Burning as per Article 5.2.1.7	25,000	CY		____.____	\$_____.____
8.0	Removal & Hauling of C&D Debris as per Article 5.2.1.8	200,000	CY		____.____	\$_____.____
9.0	Disposal of C&D Debris as per Article 5.2.1.9	200,000	CY		____.____	\$_____.____
10.0	Removal of Hazardous Hanging Limbs as per Article 5.2.1.10	5,000	TREES		____.____	\$_____.____
11.0	Removal of Hazardous Leaning Trees, OVER 6 AND UP TO 12 inches in diameter as per Article 5.2.1.11	250	TREES		____.____	\$_____.____
11.1	Removal of Hazardous Leaning Trees, OVER 12 AND UP TO 24 inches in diameter as per Article 5.2.1.11	100	TREES		____.____	\$_____.____
11.2	Removal of Hazardous Leaning Trees, OVER 24 AND UP TO 36 inches in diameter as per Article 5.2.2.11	50	TREES		____.____	\$_____.____
11.3	Removal of Hazardous Leaning Trees, OVER 36 inches in diameter as per Article 5.2.2.11	10	TREES		____.____	\$_____.____
12.0	Asbestos Containing Material (ACM) as per Article 5.2.1.12	10,000	CY		____.____	\$_____.____

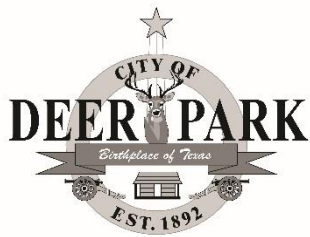


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<b>13.0</b>	White Goods as per Article 5.2.1.13	1,000	EA		____.____	\$_____.____
<b>14.0</b>	Electronics Waste as per Article 5.2.1.14	2,000	CY		____.____	\$_____.____
<b>15.0</b>	Portland Cement Concrete as per Article 5.2.1.15	10,000	CY		____.____	\$_____.____
<b>16.0</b>	Household Hazardous Waste as per Article 5.2.1.16	1,000	CY		____.____	\$_____.____
<b>17.0</b>	Lawnmowers & Equipment with Small Engines as per Article 5.2.1.17	500	EA		____.____	\$_____.____
<b>18.0</b>	Abandoned Tires as per Article 5.2.1.18	1,000	EA		____.____	\$_____.____
	<b>TOTAL PRICING</b>					\$_____.____



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## EXHIBIT A Continued INTERPRETATION OF ESTIMATED QUANTITIES used in Proposal

The estimated quantities listed above are based on a hypothetical disaster which could strike the City of Deer Park. These quantities do not reflect the actual quantities of debris that will be moved as part of this Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

### ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- E. Reporting and Documentation- The Contractor shall provide and submit to the Debris Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of this Contract.

**No amount of work is guaranteed under this contract.** Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units other material is removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed.

All payments made to the Contractor shall be subject to a 10% retainage and will be retained for a minimum of ninety (90) days after completion of all contract work to ensure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the Owner reserves the right to reject any or all proposals.

Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.



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## Exhibit B Insurance Requirements

Contractor shall keep and maintain during the term of this contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor, or a subcontractor of the Contractor. All liability insurance must contain contractual action over claims cause. Insurance shall be written with limits of liability of not less than the following:

Each policy obtained by the Contractor for work with this Contract, with exception of the Worker's Compensation policy, shall name the City of Deer Park and the Debris Monitor as an additional insured, and shall contain waiver of subrogation in favor of the City of Deer Park. The coverage and amounts designated are minimum requirements and do not establish limits of the Contractor's liability. Additional coverage may be provided at the Contractor's option and expense.

### General Liability:

#### Commercial General Liability

General Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

### Automobile Liability:

Combined Single Limit	\$1,000,000.00
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### Excess Liability:

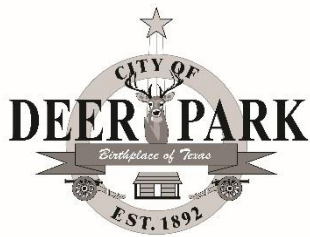
Umbrella	Each Occurrence	\$4,000,000.00
	Each Aggregate	\$4,000,000.00

### Worker's Compensation:

Workers Compensation Insurance shall be provided in accordance with workers compensation laws of the state, including occupational disease provisions, for all of the Contractor's, employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this contract are not protected under the Workers Compensation Law, Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's workers compensation coverage.

### A. Definitions:

**Certificate of coverage ("certificate"):** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWC-81, TWCC-82, TWCC-83 or TWCC-



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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 work on the project has been completed and accepted by the Owner.

**Persons providing services on the project:** 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 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 services related to the project.





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## Exhibit C Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
<b>1</b> Name of person who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
<b>3</b> Name of local government officer with whom filer has employment or business relationship.  _____ Name of Officer  This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?  <input type="checkbox"/> Yes <input type="checkbox"/> No  B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?  <input type="checkbox"/> Yes <input type="checkbox"/> No  C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input type="checkbox"/> No  D. Describe each employment or business relationship with the local government officer named in this section.		
<b>4</b>  _____ Signature of person doing business with the governmental entity  _____ Date		



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## EXHIBIT D - Bonding Requirements and Forms

### 1.0 Performance Bond

Prior to commencement of work, Contractor agrees to provide the Owner within 72 hours performance bond payable to, in favor of, or for the protection of the Owner for the work to be performed under this Contract in an amount not less than the estimated contract amount unconditioned for the full and faithful performance of this Contract. All insurance or bonds required under the terms of this Contract and General Conditions shall be issued by a company licensed to do business in the State of Texas. Respondent must use the Performance Bond Form contained herein marked as **Exhibit D**

### 2.0 Payment Bond

Prior to commencement of work, Contractor agrees to provide the Owner within 72 hours a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount. Respondent must use the Payment Bond Form contained herein marked as **Exhibit D**

Please include power of attorney when applicable.

Remainder of page intentionally left blank



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## EXHIBIT D PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_ of County, and State of \_\_\_\_\_, 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 The City of Deer Park (Owner), in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their 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 \_\_\_\_, 2014, to which contract is hereby referred to and made apart 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 Plans and Specifications hereto annexed, 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 Vernon's Texas Codes Annotated, Texas Government Code, Chapter 2253, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article 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 the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way 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 to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety



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By: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_



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## Exhibit D Payment Bond to RFP

STATE OF TEXAS }

COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_  
of

Hereinafter called Principal, and

\_\_\_\_\_ Hereinafter called  
Surety, are held and firmly bound unto the City of Deer Park, hereinafter called Owner, in the full and  
just sum of

\_\_\_\_\_ Dolla  
rs, (\$\_\_\_\_\_) good and lawful money of the United States of America for the payment of which  
well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, heir,  
executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, Agreement dated  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to which contract is hereby referred to  
and made a part hereof as fully and to the same extent as if copied at length herein.

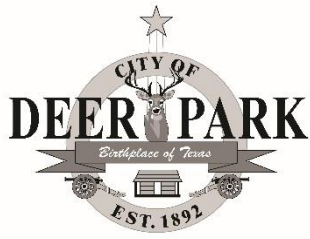
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all  
claimants supplying labor and material to him or a subcontractor in the prosecution of the work  
provided for in said contract, then, this obligation shall be void; otherwise to remain in full force 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 Chapter 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 the work performed thereunder, or the specifications or drawings  
accompanying the same, shall in anyway effect 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 to  
the work to be performed thereunder.

**PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge  
the right of any beneficiary hereunder, whose claim may be unsatisfied.**

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this  
day of \_\_\_\_\_



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\_\_\_\_\_, 2014.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_  
\_\_\_\_\_



# CITY OF DEER PARK

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## EXHIBIT E

### Non-Collusion Affidavit

RFP - Removal and Disposal  
of Debris for  
City of Deer Park, Texas

(this affidavit must be fully executed for the proposal to be considered)

STATE OF TEXAS COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and  
says

*(Person)*

that he is

\_\_\_\_\_  
*(Sole owner, a partner, president, secretary, etc.)*

of \_\_\_\_\_, the party making the foregoing  
Proposal;

*(Name of Firm)*

in such proposal is genuine and not collusive; that said Contractor is not financially interested in, or otherwise affiliated in a business sway with any other Contractor on the same contract; that said Contractor has not colluded, conspired, connived, or agreed directly or indirectly, with any contractor or person, to put in a sham proposal, or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Contractor, or to secure any advantage against the Owner, or any other person or persons interested in the proposed contract; and that all statements contained in said Proposal are true; and further, that such Contractor has not, directly or indirectly submitted his Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

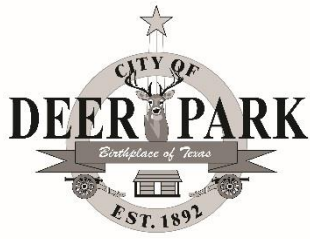
\_\_\_\_\_  
*(Affiant)*

Sworn to and subscribed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public in and for \_\_\_\_\_ County, Texas

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

(Seal)



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## Exhibit F References

References: Include a reference list of at least Five (5) clients to whom the Proposer has provided similar services as prime contractor within the past five years. Two of these projects must involve removal of at least 200,000 cubic yards of debris. The following information is required for each reference. Use additional sheets as needed.

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_



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Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

# **EXHIBIT G**

## **State and Federal Requirements and Forms**

### **NOTICE: THIS IS A FEDERALLY FUNDED PROJECT**

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

References to “contractor” in this exhibit refer to the party providing services to a governmental entity through this agreement or contract.

Funding, in whole or in part, for this Project is through a Federal grant therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements (“Uniform Rules”) apply to this Project. Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326.

#### **Compliance with Federal Law, Regulations, and Executive Orders**

Contractor acknowledges that Federal financial assistance will be used to fund the Contract and Contractor agrees it will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

#### **No Obligation by Federal Government**

Contractor acknowledges the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

#### **Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms**

The Contractor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. The Contractor shall, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Disadvantaged Business Enterprises (DBE) Contractors.**

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

**Contract Work Hours and Safety Standards Act.**

1. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
2. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. City of Deer Park, TX /FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

#### **Compliance with Clean Air Act and the Federal Water Pollution Control Acts**

The Contractor and subcontractor(s) shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

##### Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the State of Texas and understands and agrees that the State of Texas will, in turn, report each violation as required to assure notification to the City of Deer Park, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the State of Texas and understands and agrees that the State of Texas will, in turn, report each violation as required to assure notification to the City of Deer Park, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Debarment and Suspension (Executive Orders 12549 and 12689)**

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term “principal” for purposes of this Contract is defined as an officer,

director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

#### **Byrd Anti-Lobbying Amendment**

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

#### **Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (See attached certification regarding lobbying.)

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

#### **Procurement of Recovered Materials**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

#### **DHS Seal, Logo, and Flags**

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **Remedies and Dispute Resolution**

Should any disputes arise with respect to the Agreement; the Parties agree to act immediately to resolve such disputes and shall include parties from the Owner and the Contractor that can bind and implement the decisions of any resolution. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Agreement that are not affected by the dispute and the Owner shall continue to make payment for all work properly performed.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **Termination for Convenience**

The Owner may terminate this Agreement for convenience or for cause upon written notice to the Contractor. The Contractor may terminate this Agreement upon thirty (30) days written notice to the Owner. During such termination period, the Contractor shall continue to diligently perform all of its duties hereunder. After a receipt of a termination notice and except as otherwise directed by the Owner, the Contractor shall: stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other materials related to the terminated work as directed by the Owner; and continue and complete all parts of that work that have not been terminated.

#### **Disclosure of Interested Parties (FORM 1295)**

In compliance with Section 2252.908 of the Texas Government Code, the City of Deer Park, Texas may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.



A copy of this law is available at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>. The on-line form is available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

### **Access to Records**

Contractor acknowledges the following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.

### **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this clause.
- (b) *Prohibitions.*
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
  - (1) This clause does not prohibit contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- a. Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.*

The contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

The Contractor, \_\_\_\_\_, hereby acknowledges that the above Federal and State clauses and requirements apply to this bid proposal and awarded contract.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## **BYRD ANTI-LOBBYING AMENDMENT**

### **APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

# AFFIDAVIT

The undersigned swears/affirms that the foregoing information and statements are true and correct and include all material and information necessary to identify and explain the operations of \_\_\_\_\_ (name of contractor) as well as the ownership thereof.

Further, the undersigned agrees to permit the City of Deer Park (City) to interview owners, principals, officers and employees; and to audit or examine books, records and files of the above contractor.

If at any time the IISD has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statement, the City may refer the matter to its General Counsel or take other action.

*NOTE: Under Title 18 U.S.C. Section 1001 and Title 15 U.S.C. Section 645, any person who misrepresents a firm's status as a small disadvantaged business concern or makes false statements in order to influence the certification process in any way to obtain a government contract, shall be subject to fines of up to \$500,000 and imprisonment of up to 10 years, or both.*

The burden of proof of control and management of the business is on the applicant. The City reserves the right to request any additional information it deemed necessary to determine if a contractor is certifiable. Failure to cooperate and/or provide requested information within the time specified is grounds for termination of the processing of your application for certification.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Date \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_

On this day before me appeared (name) \_\_\_\_\_ with proper identification, who being duly sworn, did execute the foregoing affidavit and did aver that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute this affidavit and did so as his or her free act/deed.

(SEAL)

My Commission Expires:

\_\_\_\_\_

## **SB 252**

# **CHAPTER 2252 CERTIFICATION**

**As per Section 2252.151-154 of the Texas Government Code, added by SB 252, 75th Legislature, R.S. (2017), all bidders must complete the following:**

I, the undersigned vendor, do hereby certify that the company I represent, is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. A "Foreign Terrorist Organization," means an organization designated as a foreign terrorist organization as defined by the United States Secretary of State as authorized by federal law.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Deer Park.

I, \_\_\_\_\_, the undersigned and  
representative

of \_\_\_\_\_  
(Company or Business Name)

\_\_\_\_\_  
Name of Company Representative (Print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

## FEDERAL DEBARMENT CERTIFICATION FORM

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

#### **(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

#### **ATTESTATION**

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

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Name and Title of Authorized Representative

---

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Signature

---

Date

## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(Individual's Name)

\_\_\_\_\_  
(Business or Company)

Hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.01, Texas Government Code:*

*1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and*

*2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

By my signature I affirm the information provided on this form is accurate to the best of my knowledge.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print/Type Name**

\_\_\_\_\_  
**Date**

# City of Deer Park - 2021 RFP for Debris Removal Services - Proposal Scoring Sheet

Evaluation Committee: Gary Jackson, Bill Pedersen, Robert Hemminger, Brent Costlow

<div>Firm:</div> <div>Aftermath Disaster Recovery</div> <table><tr><td>Past performance or past relationships with the City of Deer Park</td><td>20%</td><td>15</td></tr><tr><td>References from past projects of similar scope and size</td><td>20%</td><td>10</td></tr><tr><td>Experience, references and qualifications of key personnel</td><td>20%</td><td>10</td></tr><tr><td>Price</td><td>40%</td><td>40</td></tr><tr><td></td><td></td><td>75</td></tr><tr><td>TOTAL:</td><td></td><td></td></tr></table>	Past performance or past relationships with the City of Deer Park	20%	15	References from past projects of similar scope and size	20%	10	Experience, references and qualifications of key personnel	20%	10	Price	40%	40			75	TOTAL:			<div>Firm:</div> <div>Ceres Environmental Services, Inc.</div> <table><tr><td>Past performance or past relationships with the City of Deer Park</td><td>20%</td><td>15</td></tr><tr><td>References from past projects of similar scope and size</td><td>20%</td><td>20</td></tr><tr><td>Experience, references and qualifications of key personnel</td><td>20%</td><td>20</td></tr><tr><td>Price</td><td>40%</td><td>32</td></tr><tr><td></td><td></td><td>87</td></tr><tr><td>TOTAL:</td><td></td><td></td></tr></table>	Past performance or past relationships with the City of Deer Park	20%	15	References from past projects of similar scope and size	20%	20	Experience, references and qualifications of key personnel	20%	20	Price	40%	32			87	TOTAL:		
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**CITY OF DEER PARK, TEXAS  
DISASTER DEBRIS REMOVAL  
BID TABULATION - APRIL 2021**

## BIDDERS

DISASTER DEBRIS REMOVAL BID TABULATION - APRIL 2021					Aftermath Disaster Recovery, Inc.		TFR Enterprises, Inc. Services LLC		CrowderGulf, LLC		Ceres Environmental Services, Inc.		DRC Emergency Services, LLC	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1.0	Removal and Hauling Vegetative Debris as per Article 5.2.1.1	CY	250,000	\$ 6.88	\$ 1,720,000.00	\$ 7.00	\$ 1,750,000.00	\$ 7.65	\$ 1,912,500.00	\$ 9.58	\$ 2,395,000.00	\$ 7.50	\$ 1,875,000.00	
2.0	Site Management & Reduction of Vegetative Debris by	CY	250,000	\$ 2.75	\$ 687,500.00	\$ 3.25	\$ 812,500.00	\$ 3.40	\$ 850,000.00	\$ 3.95	\$ 987,500.00	\$ 4.00	\$ 1,000,000.00	
3.0	Site Management and Reduction of Vegetative Debris by Burning as per Article 5.1.2.3	CY	250,000	\$ 2.00	\$ 500,000.00	\$ 1.00	\$ 250,000.00	\$ 2.25	\$ 562,500.00	\$ 1.95	\$ 487,500.00	\$ 2.85	\$ 712,500.00	
4.0	Loading & Hauling of Vegetative Debris Reduced by Grinding as per Article 5.2.1.4	CY	60,000	\$ 4.00	\$ 240,000.00	\$ 3.00	\$ 180,000.00	\$ 3.50	\$ 210,000.00	\$ 2.98	\$ 178,800.00	\$ 3.15	\$ 189,000.00	
5.0	Loading & Hauling of Vegetative Debris Reduced by Burning as per Article 5.2.1.5	CY	25,000	\$ 4.00	\$ 100,000.00	\$ 3.25	\$ 81,250.00	\$ 4.95	\$ 123,750.00	\$ 3.64	\$ 91,000.00	\$ 3.00	\$ 75,000.00	
6.0	Disposal of Vegetative Debris Reduced by Grinding as per Article 5.2.1.6	CY	60,000	\$ 1.00	\$ 60,000.00	\$ 4.00	\$ 240,000.00	\$ 4.75	\$ 285,000.00	\$ 2.50	\$ 150,000.00	\$ 10.75	\$ 645,000.00	
7.0	Disposal of Vegetative Debris Reduced by Burning as per Article 5.2.1.7	CY	25,000	\$ 4.00	\$ 100,000.00	\$ 4.00	\$ 100,000.00	\$ 9.00	\$ 225,000.00	\$ 1.95	\$ 48,750.00	\$ 10.75	\$ 268,750.00	
8.0	Removal & Hauling of C&D Debris as per Article 5.2.1.8	CY	200,000	\$ 7.95	\$ 1,590,000.00	\$ 7.00	\$ 1,400,000.00	\$ 9.25	\$ 1,850,000.00	\$ 7.98	\$ 1,596,000.00	\$ 9.50	\$ 1,900,000.00	
9.0	Disposal of C&D Debris as per Article 5.2.1.9	CY	200,000	\$ 4.00	\$ 800,000.00	\$ 11.25	\$ 2,250,000.00	\$ 6.80	\$ 1,360,000.00	\$ 9.98	\$ 1,996,000.00	\$ 13.50	\$ 2,700,000.00	
10.0	Removal of Hazardous Hanging Limbs as per Article 5.2.1.10	CY	5,000	\$ 75.00	\$ 375,000.00	\$ 80.00	\$ 400,000.00	\$ 70.00	\$ 350,000.00	\$ 69.00	\$ 345,000.00	\$ 85.00	\$ 425,000.00	
11.0	Removal of Hazardous Leaning Trees, OVER 6 AND UP TO 12 inches in diameter as per Article 5.2.1.11	CY	250	\$ 45.00	\$ 11,250.00	\$ 250.00	\$ 62,500.00	\$ 40.00	\$ 10,000.00	\$ 25.00	\$ 6,250.00	\$ 95.00	\$ 23,750.00	
11.1	Removal of Hazardous Leaning Trees, OVER 12 AND UP TO 24 inches in diameter as per Article 5.2.1.11	CY	100	\$ 195.00	\$ 19,500.00	\$ 450.00	\$ 45,000.00	\$ 105.00	\$ 10,500.00	\$ 50.00	\$ 5,000.00	\$ 150.00	\$ 15,000.00	
11.2	Removal of Hazardous Leaning Trees, OVER 24 AND UP TO 36 inches in diameter as per Article 5.2.2.11	CY	50	\$ 250.00	\$ 12,500.00	\$ 650.00	\$ 32,500.00	\$ 200.00	\$ 10,000.00	\$ 100.00	\$ 5,000.00	\$ 275.00	\$ 13,750.00	
11.3	Removal of Hazardous Leaning Trees, OVER 36 inches in diameter as per Article 5.2.2.11	CY	10	\$ 350.00	\$ 3,500.00	\$ 900.00	\$ 9,000.00	\$ 300.00	\$ 3,000.00	\$ 175.00	\$ 1,750.00	\$ 450.00	\$ 4,500.00	
12.0	Asbestos Containing Material (ACM) as per Article 5.2.1.12	CY	10,000	\$ 14.00	\$ 140,000.00	\$ 31.00	\$ 310,000.00	\$ 24.00	\$ 240,000.00	\$ 31.57	\$ 315,700.00	\$ 32.00	\$ 320,000.00	
13.0	White Goods as per Article 5.2.1.13	EACH	1,000	\$ 40.00	\$ 40,000.00	\$ 40.00	\$ 40,000.00	\$ 45.00	\$ 45,000.00	\$ 68.00	\$ 68,000.00	\$ 55.00	\$ 55,000.00	
14.0	Electronics Waste as per Article 5.2.1.14	CY	2,000	\$ 8.00	\$ 16,000.00	\$ 5.00	\$ 10,000.00	\$ 35.00	\$ 70,000.00	\$ 24.00	\$ 48,000.00	\$ 35.00	\$ 70,000.00	
15.0	Portland Cement Concrete as per Article 5.2.1.15	CY	10,000	\$ 15.00	\$ 150,000.00	\$ 19.00	\$ 190,000.00	\$ 18.00	\$ 180,000.00	\$ 9.98	\$ 99,800.00	\$ 12.15	\$ 121,500.00	
16.0	Household Hazardous Waste as per Article 5.2.1.16	LB	1,000	\$ 3.50	\$ 3,500.00	\$ 1.00	\$ 1,000.00	\$ 7.25	\$ 7,250.00	\$ 4.92	\$ 4,920.00	\$ 7.95	\$ 7,950.00	
17.0	Lawnmowers & Equipment with Small Engines as per Article 5.2.1.17	EACH	500	\$ 40.00	\$ 20,000.00	\$ 5.00	\$ 2,500.00	\$ 50.00	\$ 25,000.00	\$ 35.00	\$ 17,500.00	\$ 15.00	\$ 7,500.00	
18.0	Abandoned Tires as per Article 5.2.1.18	EACH	1,000	\$ 4.00	\$ 4,000.00	\$ 5.00	\$ 5,000.00	\$ 15.00	\$ 15,000.00	\$ 7.00	\$ 7,000.00	\$ 15.00	\$ 15,000.00	
BID TOTAL					\$ 6,592,750.00		\$ 8,171,250.00		\$ 8,344,500.00		\$ 8,854,470.00		\$ 10,444,200.00	

Note: Highlighted cells reflect values which differ from the Bidder's Proposal

# ***Contract for Debris Removal Services***

THIS CONTRACT is made this the 18<sup>th</sup> day of May, 2021, by and between **CrowderGulf, LLC** (herein referred to as "**Contractor**") and the **City of Deer Park** a political subdivision of the **State of Texas** (herein referred to as **City**).

## **RECITALS**

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **City** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **City** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **City** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **City** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **City** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

## **1.0 SERVICES**

### **1.1 Scope of Contracted Services:**

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site

as may be directed by the **City**. Contracted services will only be performed when requested and as designated by the **City**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **City** as set out in Section 5.1 of this Contract.

**1.2 Emergency Push / Road Clearance:**

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **City**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

**1.3 Right-of-Way (ROW) Removal:**

The Contractor shall remove all debris from the ROW of the **City** when directed to do so by the **City**. The Contractor shall use reasonable care not to damage any **City** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **City** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

**1.4 Right-of-Entry (ROE) Removal *(if implemented by the City)*:**

The Contractor will remove ROE debris from private property with due diligence, as directed by the **City**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **City** to mark these utilities but the **City** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

**1.5 Demolition of Structures *(if implemented by the City)*:**

The Contractor will remove structures designated for removal by and at the direction of the **City**. The Contractor agrees to remove in a timely manner all structures as determined by the **City** as set out in Section 1.1 of this Contract.

**1.6 Private Property Waivers:**

The **City** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

## **2.0 PERFORMANCE OF SERVICES**

### **2.1 Description of Service:**

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **City** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **City**.

### **2.2 Cost of Services:**

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **City**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

### **2.3 Matters Related to Performance:**

#### **2.3.1 Subcontractor(s):**

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City**.

#### **2.3.2 Indemnification:**

The Contractor agrees to indemnify, hold harmless and defend the **City** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **City's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

#### **2.3.3 Insurance(s):**

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **City**, as additional insured, while working within the boundaries of the **City**.

**2.3.4 Worker's Compensation:**

- ◆ Coverage per **City** requirements.

**2.3.5 Automobile Liability:**

- ◆ Coverage per **City** requirements.

**2.3.6 Comprehensive General Liability:**

- ◆ Coverage per **City** requirements.

**2.3.7 Insurance Cancellation / Renewal:**

The Contractor will notify the **City** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **City** at least ten (10) days following coverage renewals or changes.

**3.0 STANDARDS OF PERFORMANCE**

**3.1 Contractor Representative:**

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **City's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

**3.2 Mobilization:**

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

**3.3 Payment and Performance Bonds:** Contractor shall provide payment and performance bonds seventy-two (72) hours following activation of contract.

**3.4 Time to Complete:**

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

**3.5 Completion of Work:**

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

**3.5.1 Extensions (optional):**

In as much as this is a “time is of the essence” based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **City** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

**3.6 Term of Contract:**

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **City** and Contractor, whichever comes later.

**3.7 Contract Renewal:**

Renewable upon after written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **City** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

**3.8 Contract Termination:**

This Contract shall terminate upon thirty (30) days written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

**4.0 GENERAL RESPONSIBILITIES**

**4.1 Other Agreements:**

The **City** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **City** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

**4.2 City Obligations:**

The **City** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **City** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **City** with the development of debris-based PSA(s), if requested.

#### **4.3 Conduct of Work:**

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **City's** Authorized Representative shall be as binding as if given to the Contractor.

#### **4.4 Damages:**

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

#### **4.5 Other Contractor(s):**

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

#### **4.6 Ownership of Debris:**

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

#### **4.7 Disposal of Debris:**

Unless otherwise directed by the **City**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **City** and Contractor. Other sites may be utilized as directed and/or approved by the **City**.

#### **4.8 Federal-Aid Requirements:**

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts"* and **FEMA FACT SHEET 9580.214**, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

#### **4.9 Compliance with Federal Laws:**

This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

## **5.0 GENERAL TERMS AND CONDITIONS**

### **5.1 Geographic Assignment:**

The geographic boundary for work by the Contractor's crews shall be as directed by the **City** and will be limited to properties located within the **City** legal boundaries.

### **5.2 Multiple, Scheduled Passes:**

The Contractor shall make scheduled passes at the direction of the **City** and/or unscheduled passes of each area impacted by the storm event. The **City** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **City**.

### **5.3 Operation of Equipment:**

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City**. Should operation of equipment be required outside of the public ROW, the **City** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

### **5.4 Certification of Load Carrying Capacity:**

The Contractor shall submit to the **City** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **City**.

**5.5 Vehicle Information:**

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

**5.6 Security of Debris During Hauling:**

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

**5.7 Traffic Control:**

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

**5.8 Work Days/Hours:**

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **City** following consultation and notification to the Contractor.

**5.9 Hazardous and Industrial Wastes:**

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **City**.

**5.10 Stumps:**

All hazardous/eligible stumps identified by the **City** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

#### **5.11 Utilizing Local Resources:**

The Contractor shall, to the extent possible, give priority to utilizing resources within the **City**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

#### **5.12 Work Safety:**

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **City** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

#### **5.13 Inspection and Testing:**

All debris shall be subject to adequate inspection by the **City** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

#### **5.14 Other Agencies:**

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

### **6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION**

#### **6.1 Accountable Debris Load Forms:**

The **City** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

#### **6.2 Reports:**

The Contractor shall submit periodic, written reports to the **City** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

##### **6.2.1 Daily Reports:**

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

##### **6.2.2 Weekly Summaries:**

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **City**.

**6.2.3 Report(s) Delivery:**

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **City** in consultation with the Contractor.

**6.2.4 Final Project Closeout:**

Upon final inspection and/or closeout of the project by the **City**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **City**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **City** and/or Government.

**6.3 Additional Supporting Documentation:**

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **City** and/or Government to support requests for debris project reimbursement from external funding sources.

**6.4 Report Maintenance:**

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

**6.5 Contract File Maintenance:**

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City**, whichever is longer.

**7.0 UNIT PRICES and PAYMENTS**

**7.1 See RFP Fee Schedule**

**7.2 Billing Cycle:**

The Contractor shall invoice the **City** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

**7.3 Payment Responsibility:**

The **City** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **City** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

**7.4 Ineligible Work:**

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **City** and/or Government as ineligible debris.

**7.4.1 Eligibility Inspections:**

The Contractor and **City** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

**7.4.2 Eligibility Determinations:**

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **City** for such loads.

**7.5 Unit Price/Service Negotiations:**

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **City** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

**7.6 Specialized Services:**

The Contractor may invoice the **City** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **City**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **City**.

**8.0 MISCELLANEOUS**

**8.1 Notice:**

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

**Contractor:** CrowderGulf, LLC  
5629 Commerce Blvd E  
Mobile, AL 36619  
800-992-6207  
jramsay@crowdergulf.com

**City:** City of Deer Park  
Robert Hemminger, Director of Emergency Services  
2211 East X Street  
Deer Park, TX 77536  
281-478-7298  
rhemminger@deerparktx.org

**8.2 Applicable Law:**

The laws of the **State of Texas** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Harris County, Texas, and the Contract shall be interpreted by the laws of Texas.

**8.3 Entire Contract/Amendments:**

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

**8.4 Waiver:**

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

**8.5 Severability:**

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **City** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

**CrowderGulf, LLC.**

**City of Deer Park, TX**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Name:**

**Name: Jerry L. Mouton, Jr.**

Title: \_\_\_\_\_

Title: Mayor\_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name: Shannon Bennett, City Secretary

# **Exhibit “A”**

## **State and Federal Requirements**

### **NOTICE: THIS IS A FEDERALLY FUNDED PROJECT**

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

References to “contractor” in this exhibit refer to the party providing services to a governmental entity through this agreement or contract.

Funding, in whole or in part, for this Project is through a Federal grant therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements (“Uniform Rules”) apply to this Project. Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326.

### **Compliance with Federal Law, Regulations, and Executive Orders**

Contractor acknowledges that Federal financial assistance will be used to fund the Contract and Contractor agrees it will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

### **No Obligation by Federal Government**

Contractor acknowledges the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

### **Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

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



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

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms**

The Contractor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. The Contractor shall, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

### **Disadvantaged Business Enterprises (DBE) Contractors.**

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

### **Contract Work Hours and Safety Standards Act.**

1. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
2. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

**"Compliance with the Contract Work Hours and Safety Standards Act**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. City of Deer Park, TX /FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

#### **Compliance with Clean Air Act and the Federal Water Pollution Control Acts**

The Contractor and subcontractor(s) shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

##### **Clean Air Act:**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the State of Texas and understands and agrees that the State of Texas will, in turn, report each violation as required to assure notification to the City of Deer Park, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the State of Texas and understands and agrees that the State of Texas will, in turn, report each violation as required to assure notification to the City of Deer Park, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Debarment and Suspension (Executive Orders 12549 and 12689)**

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term “principal” for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**Byrd Anti-Lobbying Amendment**

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

### **Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (See attached certification regarding lobbying.)

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

### **Procurement of Recovered Materials**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

### **DHS Seal, Logo, and Flags**

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### **Remedies and Dispute Resolution**

Should any disputes arise with respect to the Agreement; the Parties agree to act immediately to resolve such disputes and shall include parties from the Owner and the Contractor that can bind and implement the decisions of any resolution. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Agreement that are not affected by the dispute and the Owner shall continue to make payment for all work properly performed.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **Termination for Convenience**

The Owner may terminate this Agreement for convenience or for cause upon written notice to the Contractor. The Contractor may terminate this Agreement upon thirty (30) days written notice to the Owner. During such termination period, the Contractor shall continue to diligently perform all of its duties hereunder. After a receipt of a termination notice and except as otherwise directed by the Owner, the Contractor shall: stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other materials related to the terminated work as directed by the Owner; and continue and complete all parts of that work that have not been terminated.

#### **Disclosure of Interested Parties (FORM 1295)**

In compliance with Section 2252.908 of the Texas Government Code, the City of Deer Park, Texas may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.

A copy of this law is available at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>. The on-line form is available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

#### **Access to Records**

Contractor acknowledges the following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.

The Contractor, Crowder Gulf LLC, hereby acknowledges that the above Federal and State clauses and requirements apply to this bid proposal and awarded contract.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date



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# Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim)

## FEMA Policy #405-143-1

### BACKGROUND

In 2018, Congress enacted legislation that prohibited obligating or expending federal award funds on certain telecommunications products or from certain entities for national security reasons. The statute and implementing regulations, as they apply to FEMA recipients and subrecipients, provides for two distinct prohibitions: 1) to prevent the use of federal award funds to procure or obtain covered technology; and 2) to prevent the use of federal award funds to contract with an entity that uses covered technology.

### PURPOSE

The purpose of this policy is to provide guidance to FEMA's recipients and subrecipients and their contractors and subcontractors on prohibitions regarding certain telecommunications and video surveillance equipment and services beginning on or after Aug. 13, 2020. These prohibitions are described in section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#)<sup>1</sup> and 2 C.F.R. § 200.216.<sup>2</sup>

### PRINCIPLES

The following principles underpin this policy:

- A. Balance protecting national security, including homeland security and critical infrastructure, with the addition of required duties and limitations on FEMA's recipients and subrecipients.

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<sup>1</sup> Pub. L. No. 115-232 (2018). Under section 889(a), these prohibitions also apply to federal procurements, and those prohibitions went into effect on Aug. 13, 2019. The General Services Administration, Department of Defense, and National Aeronautics and Space Administration have already amended the Federal Acquisition Regulation (FAR) and issued other guidance to implement these prohibitions. For additional information on these amendments, see [FAR Interim Rule](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, 84 Fed. Reg. 40,216 (Aug. 13, 2019) (amending the FAR to add sections 4.2100 – 4.2105 and 52.204-24 and 52.204-25, among other sections) and [FAR Interim Rule](#), Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment, 85 Fed. Reg. 42,665 (July 14, 2020) (amending the FAR to require contracting officers to include contract provisions in sections 52.204-24 and 52.204-25).

<sup>2</sup> On Aug. 13, 2020, the Office of Management and Budget (OMB) released updates to various Parts of Title 2 of the Code of Federal Regulations (C.F.R.), including updates to 2 C.F.R. Part 200. Most of the provisions are effective Nov. 12, 2020, but the new regulation at 2 C.F.R. § 200.216 implementing the FY 2019 NDAA went into effect Aug. 13, 2020. See [OMB Final Guidance, Guidance for Grants and Agreements](#), 85 Fed. Reg. 49,506 (Aug. 13, 2020).



# FEMA

- B. Provide clarity on how the statutory and regulatory prohibitions apply to recipients and subrecipients of FEMA grants, cooperative agreements, loans, and loan guarantees (collectively referred to in this policy as “FEMA awards” or “FEMA award funds”).<sup>3</sup>
- C. Reduce complexity by issuing a single policy for all FEMA awards, subject to limited programmatic variations.
- D. Draw on existing regulations and guidance applicable to federal procurements, as appropriate, to promote consistent interpretation and definitions across the Federal Government.

## REQUIREMENTS

### A. APPLICABILITY

Outcome: To ensure these prohibitions are implemented in accordance with the statute and clarify when and to whom these prohibitions apply.

- 1. Under all open and future FEMA awards, this policy applies to:
  - a. Purchase orders, contracts, subcontracts, or similar acquisition actions:
    - i. That are new, renewed, or extended on or after Aug. 13, 2020;
    - ii. For all goods or services of any dollar amount; and
    - iii. By any FEMA recipient or subrecipient or their contractor or subcontractor under FEMA awards.

### B. PROHIBITIONS

Outcome: To describe the statutory and regulatory prohibitions that apply to FEMA awards.

- 1. Effective Aug. 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors,<sup>4</sup> may not obligate or expend any FEMA award funds to:
  - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a

<sup>3</sup> The new regulation at 2 C.F.R. § 200.216 prohibits recipients and subrecipients from obligating or expending loan or grant funds; however, the updated regulations at 2 C.F.R. § 200.1 define the terms “recipient” and “subrecipient” in relation to the term federal award, which itself is defined in relation to the term federal financial assistance. Per the updated 2 C.F.R. § 200.1, federal financial assistance, specifically for purposes of § 200.216, means grants, cooperative agreements, loans, and loan guarantees. See 85 Fed. Reg. at 49,531, 49,532, 49,535.

<sup>4</sup> Because the statute prohibits obligating or expending any FEMA award funds, these prohibitions also flow down to a recipient’s or subrecipient’s contractors and subcontractors.





substantial or essential component of any system, or as critical technology of any system; or

- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## C. EXCEPTIONS

Outcome: To explain the statutory exceptions to the prohibitions.

1. By statute, the prohibitions do not apply to:

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions do not apply to:

- a. Covered telecommunications equipment or services that:
  - i. Are not used as a substantial or essential component of any system; and
  - ii. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.<sup>5</sup>

## D. REPLACEMENT OF COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Outcome: To explain the statutory requirement to prioritize available funding for replacement equipment or services.

1. Section 889(b)(2) of the FY 2019 NDAA directs federal agencies to prioritize available funding and technical support to assist recipients and subrecipients as is reasonably necessary to:

- a. Transition from covered telecommunications equipment or services and procure replacement equipment or services; and
- b. Sustain communications service to users and customers.

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<sup>5</sup> The new regulation at 2 C.F.R. § 200.471 describes telecommunications and video surveillance costs as generally allowable under the cost principles except when they are covered by the prohibitions in the FY 2019 NDAA and 2 C.F.R. § 200.216. See 85 Fed. Reg. at 49,570.



# FEMA

2. Depending on the specific FEMA program, recipients and subrecipients may be permitted to use FEMA award funds to purchase replacement equipment or services.
  - a. Recipients and subrecipients should refer to program guidance or contact the applicable program office to determine whether replacement equipment or services is eligible under that program.

## E. CONTRACT PROVISION

Outcome: To communicate that FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II<sup>6</sup> to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.

1. On or after Aug. 13, 2020, for all new, extended, or renewed contracts using FEMA funds, especially for covered telecommunications equipment or services:
  - a. FEMA recipients and subrecipients are required to include a provision in their contracts explaining the prohibitions under section 889 of the NDAA and as clarified in this policy.
  - b. This also applies to subcontracts under any new, extended, or renewed contract.
2. For the required contract provision, recipients and subrecipients may draft their own provision that meets the requirements of the FY 2019 NDAA and 2 C.F.R. § 200.216 to include in contracts and subcontracts. Alternatively, they may use language from the appendix to this policy to include in contracts and subcontracts. Recipients and subrecipients should also consult their own contracting officials or legal counsel when incorporating any contract provision.

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Christopher P. Logan  
Acting Assistant Administrator, Grant Programs  
Directorate

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November 24, 2020

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<sup>6</sup> See 85 Fed. Reg. at 49,577.



## ADDITIONAL INFORMATION

### REVIEW CYCLE

This is an interim policy and will be evaluated within one year from its publication and will be issued as a permanent policy or incorporated into other existing guidance.

### AUTHORITIES

- A. Section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018).
- B. 2 C.F.R. §§ 200.1, 200.216, 200.317 – 200.327, 200.471.
- C. 2 C.F.R. Part 200, Appendix II.
- D. [OMB Final Guidance, Guidance for Grants and Agreements](#), 85 Fed. Reg. 49,506 (Aug. 13, 2020).

### REFERENCES

- A. 48 C.F.R. §§ 4.2101 (FAR definitions implementing section 889), 4.2105 (FAR requirements for solicitation provisions and contract clauses), 52.204-25 (FAR language required for contract clause).
- B. [FAR Interim Rule](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, 84 Fed. Reg. 40,216 (Aug. 13, 2019) (amending the FAR to add sections 4.2100 – 4.2105 and 52.204-24 and 52.204-25, among other sections).
- C. [FAR Interim Rule](#), Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment, 85 Fed. Reg. 42,665 (July 14, 2020) (amending the FAR to add definitions to section 4.2101 and require contracting officers to include contract provisions in sections 52.204-24 and 52.204-25).

### DEFINITIONS

**Backhaul** means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core



telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).<sup>7</sup>

**Covered foreign country** means the People's Republic of China.<sup>8</sup>

**Covered telecommunications equipment or services** means—

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- b. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.<sup>9</sup>

**Interconnection arrangements** means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.<sup>10</sup>

**Roaming** means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.<sup>11</sup>

**Substantial or essential component** means any component necessary for the proper function or performance of a piece of equipment, system, or service.<sup>12</sup>

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<sup>7</sup> 48 C.F.R. § 4.2101; 85 Fed. Reg. at 42,676. FEMA notes that the FAR does not technically apply to grants, cooperative agreements, or loans, but its definitions are still useful in FEMA's implementation of section 889 to its awards in the absence of other applicable definitions.

<sup>8</sup> FY 2019 NDAA § 889(f)(2).

<sup>9</sup> FY 2019 NDAA § 889(f)(3).

<sup>10</sup> 48 C.F.R. § 4.2101; 85 Fed. Reg. at 42,676.

<sup>11</sup> 48 C.F.R. § 4.2101; 85 Fed. Reg. at 42,676-77.

<sup>12</sup> 48 C.F.R. § 4.2101; 84 Fed. Reg. at 40,221.



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**Telecommunications equipment or services** means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.<sup>13</sup>

## MONITORING AND EVALUATION

FEMA will monitor the implementation of this policy through close coordination with various program offices, regional staff, and, as appropriate, interagency partners and non-federal stakeholders. FEMA will consider feedback, as appropriate, from these entities when issuing a final policy.

## QUESTIONS

Questions regarding this policy may be directed to your assigned FEMA program analyst or grants management specialist or the Centralized Scheduling and Information Desk (CSID) at [askcsid@fema.dhs.gov](mailto:askcsid@fema.dhs.gov) or (800) 368-6498.

## APPENDICES

**Appendix A: Contract Provision Regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services<sup>14</sup>**

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<sup>13</sup> See 2 C.F.R. §§ 200.1, 200.471; 85 Fed. Reg. at 49,536, 49,570.

<sup>14</sup> The language in this appendix is based the language in the FAR. See 48 C.F.R. § 52.204-25; 84 Fed. Reg. at 40,222; 85 Fed. Reg. at 42,679.

## **APPENDIX A**

### **Contract Provision Regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services**

For FEMA awards, recipients and subrecipients, as well as their contractors and subcontractors, may use the following contract provision in new, extended, or renewed contracts and subcontracts.

#### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- (b) *Prohibitions.*
- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.



(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
  - i. Are not used as a substantial or essential component of any system; and
  - ii. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.



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(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.



## **BYRD ANTI-LOBBYING AMENDMENT**

### **APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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

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

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

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

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

## FEDERAL DEBARMENT CERTIFICATION FORM

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

#### **(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

#### **ATTESTATION**

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

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Name and Title of Authorized Representative

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Signature

---

Date

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

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

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid.
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither I, nor any of Bidder's officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Deer Park or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: \_\_\_\_\_ Title \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

**Organization Name**  
**PURCHASING DEPARTMENT**

**SENATE BILL 252 CERTIFICATION**

On this day, I, Tracy Peterson, the  
Purchasing Representative for City of Deer Park, Texas, pursuant to Texas  
Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify  
that I did review the website of the Comptroller of the State of Texas concerning the  
listing of companies that is identified under Section 806.051, Section 807.051 or  
Section 2253.253 and I have ascertained that the below-named company is not  
contained on said listing of companies which do business with Iran, Sudan or any  
Foreign Terrorist Organization.

City of Deer Park  
Company Name

Debris Removal Services / Crowder Gulf LLC  
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date



# AFFIDAVIT

The undersigned swears/affirms that the foregoing information and statements are true and correct and include all material and information necessary to identify and explain the operations of \_\_\_\_\_ (name of contractor) as well as the ownership thereof.

Further, the undersigned agrees to permit the City of Deer Park (City) to interview owners, principals, officers and employees; and to audit or examine books, records and files of the above contractor.

If at any time the IISD has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statement, the City may refer the matter to its General Counsel or take other action.

*NOTE: Under Title 18 U.S.C. Section 1001 and Title 15 U.S.C. Section 645, any person who misrepresents a firm's status as a small disadvantaged business concern or makes false statements in order to influence the certification process in any way to obtain a government contract, shall be subject to fines of up to \$500,000 and imprisonment of up to 10 years, or both.*

The burden of proof of control and management of the business is on the applicant. The City reserves the right to request any additional information it deemed necessary to determine if a contractor is certifiable. Failure to cooperate and/or provide requested information within the time specified is grounds for termination of the processing of your application for certification.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Date \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_

On this day before me appeared (name) \_\_\_\_\_ with proper identification, who being duly sworn, did execute the foregoing affidavit and did aver that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute this affidavit and did so as his or her free act/deed.

(SEAL)

My Commission Expires:

\_\_\_\_\_

## **SB 252**

# **CHAPTER 2252 CERTIFICATION**

**As per Section 2252.151-154 of the Texas Government Code, added by SB 252, 75th Legislature, R.S. (2017), all bidders must complete the following:**

I, the undersigned vendor, do hereby certify that the company I represent, is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. A "Foreign Terrorist Organization," means an organization designated as a foreign terrorist organization as defined by the United States Secretary of State as authorized by federal law.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Deer Park.

I, \_\_\_\_\_, the undersigned and  
representative

of \_\_\_\_\_  
(Company or Business Name)

\_\_\_\_\_  
Name of Company Representative (Print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(Individual's Name)

\_\_\_\_\_  
(Business or Company)

Hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.01, Texas Government Code:*

*1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and*

*2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

By my signature I affirm the information provided on this form is accurate to the best of my knowledge.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print/Type Name**

\_\_\_\_\_  
**Date**



## Legislation Details (With Text)

**File #:** CON 21-002    **Version:** 1    **Name:**  
**Type:** Contract    **Status:** Agenda Ready  
**File created:** 3/3/2021    **In control:** City Council  
**On agenda:** 5/18/2021    **Final action:**  
**Title:** Consideration of and action on accepting the Community Center Pre-school, LLC. letter of nonrenewal for the 2021-2022 academic school year.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [FW Agreement-Community Center Preschool](#)  
[Community Center Preschool- Jaime Sanchez \(1\)](#)

Date	Ver.	Action By	Action	Result
5/18/2021	1	City Council		

Consideration of and action on accepting the Community Center Pre-school, LLC. letter of nonrenewal for the 2021-2022 academic school year.

### Summary:

On March 2, 2021 the City of Deer Park's Parks and Recreation Department received notification from the Community Center Pre-school, LLC. that would be declining any and all contractual extensions being offered and will all the current contract to expire at the end of the business day on May 31, 2021.

Attached to this item is a copy of the written notification provided by the Community Center Pre-school, LLC.

### Fiscal/Budgetary Impact:

None

Recommendation is to accept the Community Center Pre-school, LLC. letter of nonrenewal for the 2021-2022 academic school year.

**From:** [Charlie Sandberg](#)  
**To:** [Jacob Zuniga](#)  
**Subject:** FW: Agreement-Community Center Preschool  
**Date:** Tuesday, May 11, 2021 8:32:09 AM

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**From:** Charlie Sandberg  
**Sent:** Tuesday, March 02, 2021 2:22 PM  
**To:** Gary Jackson <[gjackson@deerparktx.org](mailto:gjackson@deerparktx.org)>  
**Cc:** Jacob Zuniga <[jjuniga@deerparktx.org](mailto:jjuniga@deerparktx.org)>  
**Subject:** FW: Agreement-Community Center Preschool

Gary;

I was thinking that we bring this to the May 18, 2021 City Council meeting to expire the Agreement. After that meeting, I will send a letter that the Agreement will end on May 31, 2021.

Thank you,

Charlie Sandberg  
City of Deer Park  
Parks and Recreation Director  
Office: 281-478-2050  
Direct: 281-478-2054  
Fax: 281-479-8091

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**From:** Jaime Sanchez <[communitycenterpreschool@yahoo.com](mailto:communitycenterpreschool@yahoo.com)>  
**Sent:** Tuesday, March 02, 2021 8:29 AM  
**To:** Charlie Sandberg <[csandberg@deerparktx.org](mailto:csandberg@deerparktx.org)>; Jessica Rackley <[jrackley@deerparktx.org](mailto:jrackley@deerparktx.org)>; Shannon Bennett <[sbennett@deerparktx.org](mailto:sbennett@deerparktx.org)>; James Stokes <[jstokes@deerparktx.org](mailto:jstokes@deerparktx.org)>  
**Subject:** Re: Agreement-Community Center Preschool

To all this email implies,

We are aware that our current contract extension is set to expire on 31 May 2021. We have been patiently awaiting the City of Deer Park's Recreational Department to delivery a written proposal offer to extend said contract.

Given that our contractual agreement requires a 90 day notice as to which an extension

would be granted or otherwise terminated; we can only assume that based on the current correspondences, this is the City of Deer Park's Recreational Department's way of a written proposal to extend our current contract for another year.

With that being said, both Jaime and Roland Sanchez with Community Center Preschool LLC., will decline any and all contractual extension being offered and will allow the current contract to expire at the end of the business day come 31 May 2021.

Regards,

Jaime and Roland Sanchez  
*Community Center Preschool LLC.*

On Monday, March 1, 2021, 10:42:15 AM CST, Charlie Sandberg <[csandberg@deerparktx.org](mailto:csandberg@deerparktx.org)> wrote:

Jaime;

Would you please notify me with a letter or response on if you were continuing with the Pre-School Agreement?

Thank you,

Charlie Sandberg

City of Deer Park

Parks and Recreation Director

Office: 281-478-2050

Direct: 281-478-2054

Fax: 281-479-8091

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**From:** Jessica Rackley <[jrackley@deerparktx.org](mailto:jrackley@deerparktx.org)>  
**Sent:** Monday, March 01, 2021 10:36 AM  
**To:** Charlie Sandberg <[csandberg@deerparktx.org](mailto:csandberg@deerparktx.org)>  
**Cc:** Shannon Bennett <[sbennett@deerparktx.org](mailto:sbennett@deerparktx.org)>  
**Subject:** Agreement-Community Center Preschool

Good morning,

Below are the agreement(s) that are due to expire. Please let me know if you are continuing or if it will expire.

*Jamie & Roland Sanchez*

*Community Center Preschool*

*5/31/2021*

Thank you,

Jessica Rackley

**City of Deer Park | Records Technician | City Secretary Department**

**[281-478-7242](tel:281-478-7242) | [281-478-7217](tel:281-478-7217) Fax | [jrackley@deerparktx.org](mailto:jrackley@deerparktx.org)**

**710 E. San Augustine Deer Park, Texas 77536**



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should not further disseminate, distribute, or forward this E-mail message. If you have received this E-mail in error, please notify the sender and delete the material from any computer. Thank you