

CITY OF GROVES

Notice of Regular Meeting of the City Council

**City Council Chamber
June 3, 2024**

**Groves City Hall
Directly following the
Joint Public Hearing at 5:00 p.m.**

AGENDA

- I. Call Meeting to Order and Prayer.**
- II. Roll Call.**
- III. Welcome and Recognize Guests and News Media.**
- IV. Deliberate and act to approve the minutes of the May 20, 2024 City Council Meeting.**
- V. Reports/Citizen Comments:**
- VI. Mayor:**
 - a) Deliberate and act to accept one request for proposal for debris monitoring and disaster-related emergency response products, equipment, and services and authorize the City Manager to negotiate and execute all necessary documents.
 - b) Deliberate and act to accept two requests for proposals for debris removal services and authorize the City Manager to negotiate and execute all necessary documents.
- VII. City Manager:**
 - a) Invoices.
- VIII. Councilmember Comments:**
- IX. Adjourn.**

City of Groves
Agenda Item Information Form

Council Meeting Date: 6/03/2024 Department: City Manager Agenda Item No. 4

Title for Item (same as to be placed on Agenda): Deliberate and act to approve the minutes of the May 20, 2024 City Council Meeting.

Party(ies) requesting placement of this item on the agenda: Kevin Carruth, City Manager

Submitted to City Manager's Office on: Date: 5/28/24 Time: 2:00 p.m. By: C. THIBODEAUX

Explanation of Item: _____

Deadline for Approval: Immediately.

Staff Recommendation: Approval of minutes, as presented.

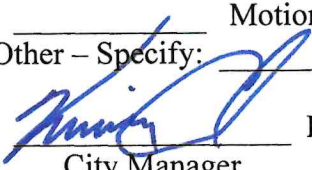
Alternative (if any) for consideration: _____

Identify any attachments to this document: May 20, 2024 City Council Minutes.

Minutes.

Specific Council Action Requested: None (Information item only) _____ Motion X

Ordinance – Number _____ Resolution – Number _____ Other – Specify: _____

Signed: _____ Date: _____ Approved:  Date: 05/28/24
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item (if applicable): \$ _____
Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

A regular meeting of the Groves City Council was held May 20, 2024, in the Groves City Council Chamber with Mayor Chris Borne, Mayor Pro Tem Mark McAdams, Councilmember Pete Konidis, Councilmember Rhonda Dugas, and Councilmember Paul Oliver in attendance. Mayor Borne called the meeting to order and welcomed the attendees. The prayer and pledge of allegiance was then held by the local VFW Post 4820.

DELIBERATE AND ACT TO APPROVE THE MINUTES OF THE APRIL 22, 2024 CITY COUNCIL MEETING: Mayor Pro Tem Mark McAdams moved to untable the previous motion to approve the minutes of the April 22, 2024, City Council meeting as written and Councilmember Paul Oliver seconded. Mayor Borne asked if there were any corrections submitted and City Manager Kevin Carruth stated there were some submitted by Councilmember Dugas. The corrections submitted by Ms. Dugas is in the Council Packets. Mr. Carruth stated that he wanted to reiterate the email he had sent earlier last week. Mr. Carruth then stated the normal process is the City Clerk would send out the draft minutes even before the packets go out to allow Council enough time to review it and get back with the City Clerk with any corrections that they might have. Typically, if there are any it's usually minor things like corrections to names or a typo. Mr. Carruth then stated that the changes proposed by Councilmember Dugas was something much more than that. Mr. Carruth then explained that the minutes we take here are to record actions and to summarize relevant discussion, we do not make transcripts of the meetings. To change the minute format from discussion summary to discussion transcript is a policy change that the council needs to make, not staff. Mr. Carruth then stated that is why the minutes were not changed this time like we normally do because this is much more than that. Councilmember Dugas asked when the email Mr. Carruth was talking about sent out because she did not get it. Mr. Carruth stated that it went out to everybody on May 6, 2024. Mr. Carruth also stated that it is Council's prerogative to adopt a change like this, going to a transcript format but understand by doing that it places a huge burden on the City Clerk and would take considerably more amount of time to complete minutes and more time during Council meetings to review them. Councilmember Oliver asked if we still have recorded documentation of all the meetings and Mr. Carruth stated we do with video and audio recordings. City Manager Carruth asked if all of the other Councilmembers received the email and they did. Councilmember Dugas was the only one that didn't receive it. Mr. Carruth went back to the email and stated that Councilmember Dugas was on the distribution list and resent her the email at that moment. Mayor Borne asked if there was any other questions or comments and there were none. Motion passed to approve the April 22, 2024, minutes as written with Mayor Borne, Mayor Pro Tem McAdams, Councilmember Konidis and Councilmember Oliver in favor of the motion with Councilmember Dugas against it.

DELIBERATE AND ACT TO APPROVE THE MINUTES OF THE MAY 6, 2024 CITY COUNCIL MEETING AND JOINT PUBLIC HEARING: Mayor Pro Tem McAdams made a motion to deliberate and act to approve the minutes of the May 6, 2024 City Council Meeting and Joint Public Hearing. Councilmember Konidis seconded. Mayor Borne asked for questions or comments and there were none. Motion passed unanimously.

RECEIVE THE MINUTES OF THE MAY 6, 2024 PLANNING AND ZONING MEETING: Mayor Borne stated that all of council has received a copy of these minutes.

Mayor Borne then asked for reports and Finance Director Lamar Ozley introduced Jacob McCutcheon to Council. Mr. McCutcheon will be interning with Mr. Ozley this summer and helping with the budget. Mr. McCutcheon then introduced himself to council and informed them that he just graduated from A&M and is looking forward to working at the city for the summer.

Mr. Lofton from the local VFW 4820 then gave a report on Victory in Europe Day. Mr. Lofton stated that May 8, 1945 is known as Victory in Europe Day and celebrations around the world marked the end of WWII in Europe. Mr. Lofton then informed Council that we have very few WWII Veterans left and VFW Post 4820 has one of those few, Mr. James White. Mr. Lofton then stated that Mr. White is what they call a national treasure in their post.

There were no further reports.

Mayor Borne then asked for citizen comments and Kirk Gillespie of 7039 32nd St. addressed council. Mr. Gillespie informed council of his experience serving on boards including 12 years on the Planning and Zoning Committee in Nederland along with 6 years on the Board of Appeals. Mr. Gillespie then offered his assistance to the City of Groves, informing council that he is willing to help on any boards if there are openings.

There were no other citizen comments.

DELIBERATE AND ACT ON ORDINANCE 2024-05, AUTHORIZING A SPECIFIC USE PERMIT FOR GAMING MACHINES & GAME ROOMS AT 5130 TWIN CITY HIGHWAY: Councilmember Konidis made a motion to deliberate and act on Ordinance 2024-05, authorizing a Specific Use Permit for Gaming Machines & Game Rooms at 5130 Twin City Highway. Mayor Pro Tem McAdams seconded. Mayor Borne asked Mr. Marcantel how long he has been in business there and Mr. Marcantel stated 6 years. Mayor Borne then stated that Council had the minutes from the Planning and Zoning Meeting and the vote was passed for this location. City Attorney Brandon P. Monk then read the caption as follows: "Providing that no other portions of the zoning ordinance shall be affected hereby; providing for publication by publishing the caption only; and providing an effective date." Councilmember Dugas then stated that Mr. Marcantel has not had any difficulties and has followed all of the requirements. There were no further questions and the motion passed unanimously.

INVOICES: City Manager Kevin Carruth presented invoices for payment totaling \$108,007.56 as follows:

1. ASCO Equipment	1996 and 2004 Gradall ditching buckets.	\$17,901.62
2. City of Port Arthur	Landfill sludge disposal April 2024.	\$5,720.00
3. EGSW	Micro-solve 55-gallon drum and rubber system.	\$7,185.00
4. Fuelman	Gas and diesel for April 2024.	\$18,871.87
5. Lower Neches Valley Authority	Raw water purchased.	\$25,231.35
6. PVS DX, INC	CL ² and SO ² for Waste Water Plant.	\$9,646.20
7. PVS DX, INC	Chlorine for Water Plant.	\$6,861.60
8. Republic Services	Sludge disposal April 2024.	\$9,289.92
9. Soutex	Water Conservation & Drought Contingency Plan.	\$7,300.00

Mayor Pro Tem Mark McAdams moved to approve payment of the invoices for May 20, 2024 totaling \$108,007.56 and Councilmember Oliver seconded. Councilmember Dugas asked what the Water Conservation & Drought Contingency Plan is and City Manager Kevin Carruth stated that is a plan we are required to have when we are short on water. Mayor Borne asked if that is a yearly cost and Mr. Carruth stated it is not and that it has to be updated at least every 5 years. There were no further questions and the motion passed unanimously.

Mayor Borne asked for Councilmember comments and Councilmember Konidis thanked the Veterans for their service and also thanked Mr. Gillespie for his help with the Circle of Hope. There were no further councilmember comments.

There was no further business and Mayor Borne adjourned the meeting at 5:22 p.m.

Mayor

ATTEST:

City Clerk

City of Groves
Agenda Item Information Form

Council Meeting Date: 6/3/2024 Department: City Manager Agenda Item No. 60A

Title for Item (same as to be placed on Agenda): Deliberate and act to accept one request for proposal for debris monitoring and disaster-related emergency response products, equipment, and services and authorize the City Manager to negotiate and execute all necessary documents.

Party(ies) requesting placement of this item on the agenda: City Manager Kevin Carruth

Submitted to City Manager's Office on: Date: 5/28/24 Time: 11:30 a.m. By: C. THIBODEAUX

Explanation of Item: See attached memo to Mayor and City Council.

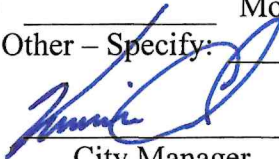
Deadline for Approval: Immediately. Nederland and Port Neches have already selected Debris Tech.

Staff Recommendation: Staff recommends Council select DebrisTech's proposal for debris monitoring and disaster-related emergency response products, equipment, and services and authorize the City Manager to negotiate and execute all necessary documents.

Alternative (if any) for consideration: _____

Identify any attachments to this document: Memo, bid tabulations, and RFP.

Specific Council Action Requested: None (Information item only) _____ Motion X
Ordinance – Number _____ Resolution – Number _____ Other – Specify: _____

Signed: _____ Date: _____ Approved:  Date: 05/29/24
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item (if applicable): \$ _____
Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

MEMORANDUM

To: Mayor and City Council
From: Kevin Carruth, City Manager
Date: May 29, 2024
Re: Debris Monitoring RFP Recommendation



Since 2006 the City of Groves has cooperated with the Cities of Port Neches and Nederland in soliciting requests for proposals (RFPs) for debris monitoring services for use in the event of a disaster. A debris monitor firm monitors the collection activity of the City's debris removal services company to ensure that collection activities and documentation meet FEMA requirements so that the City can collect full reimbursement from FEMA. The current three-year contract will expire on June 30, 2024.

On behalf of all three municipalities, the City of Port Neches recently issued an RFP for this service. There is no cost associated with this agreement unless the contractor is activated as a result of a disaster. It should also be noted that FEMA prefers a preexisting contract to be in place rather than attempting an RFP process in the immediate aftermath of an event. In addition, it is a requirement of FEMA to utilize a debris monitoring firm whose purpose is to validate debris collected by the debris removal contractor.

RFPs were received until April 11, 2024, and there were six respondents: DebrisTech, Goodwyn Mills Cawood, Rostan Solutions, Thompson Consulting Services, TLC Engineering, and True North Emergency Management (the current contractor). All submissions were reviewed and all firms were interviewed in-person or via teleconference by a review committee comprised of staff from all three cities. As shown on the accompanying scoring summary table, the consensus of the review committee was to select DebrisTech as the debris monitor. Similar to the previous agreements, there will be an initial two-year term (July 1, 2024 – June 30, 2026) with an option for three additional years (July 1, 2026 – June 30, 2029). Rather than a four-party agreement, all three cities will approve separate, but identical, two-party agreements for this service.

The three Groves employees on the review committee included Assistant Public Works Director Glen Boudoin, City Manager Kevin Carruth, and Public Works Director Troy Foxworth. All three concur with the review committee's recommendation to use DebrisTech. The Cities of Nederland and Port Neches have already selected DebrisTech.

Debris Monitoring Service Evaluations

Name	Position	Organization	Score					
			Debris Tech	Rostan	Thompson	True North	TLC	GMC Network
Chris Duque	City Manager	City of Nederland	93	83	81	93	69	79
Terry Morton	Fire Chief/EMC	City of Nederland	100	90	94	97	78	90
Robert Woods	Public Works Director	City of Nederland	98	79	90	94	77	72
André Wimer	City Manager	City of Port Neches	96	84	90	94	68	80
Clint Fore	Public Works Director	City of Port Neches	95	81	91	88	65	77
Eloy Vega	Fire Chief/EMC	City of Port Neches	72	66	70	71	51	70
Kevin Carruth	City Manager	City of Groves	98	92	99	95	68	85
Troy Foxworth	Public Works Director	City of Groves	100	96	97	96	78	93
Glen Boudoin	Asst. Public Works Dir.	City of Groves	99	95	94	98	82	92
AVERAGE			94.55556	85.11111	89.55556	91.77778	70.66667	82.00000

**REQUEST FOR PROPOSAL
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

SECTION I. GENERAL REQUIREMENTS

Section 1.1 Submission

Sealed proposals marked “Debris Monitoring Services” addressed to the City Secretary, City of Port Neches, P.O. Box 758, 1005 Merriman Street, Port Neches, TX 77651, will be received until **2:30 p.m. CST, Thursday, April 11, 2024**. Any proposal received after **2:30 p.m.** on the date specified will be returned unopened. The proposal must include one (1) original and three (3) copies, and a PDF digital file, of all submitted documents. Proposer must submit his/her proposal on the forms provided herein. The proposal sheet must be completed, signed, and witnessed as required.

It is the intent of this Request for Proposal to award one (1) contract to the selected proposer in accordance with the guidelines, stipulations, and terms and conditions noted within this Request for Proposal.

It is the intent of this Request for Proposal to have a vendor that is capable of providing the necessary equipment and services that are required for debris monitoring in the event of a declared emergency/disaster. This contract would be utilized by the City of Port Neches, City of Nederland, and/or City of Groves (collectively referred to as the “Cities”) on an “as needed” basis in conjunction with debris removal services. In the event of an emergency or disaster, the successful firm will be responsible for monitoring the debris removal efforts of the City’s contracted provider. The successful firm will need to be able to ensure that the debris management provider adheres to protocols that will enhance the City’s ability to meet all Federal Emergency Management Agency (FEMA) Public Assistance policies and regulations. The effective date of the contract shall be July 1, 2024.

Although this Request for Proposals has been issued jointly by the City of Port Neches, City of Nederland, and City of Groves, a separate agreement will be signed between the contractor and each of the cities.

The City of Port Neches, on behalf of the City of Nederland and the City of Groves, shall act as the administrator for all purposes associated with this Request for Proposal. Any questions regarding this Request for Proposal should be addressed to André Wimer, City Manager, City of Port Neches, at the address above, by calling (409) 719-4200, or via email at awimer@ci.port-neches.tx.us.

Section 1.2 Pass-Through Cost Adjustments

Except in instances of extreme extenuating circumstances, vendor prices shall remain firm throughout the contract period and any renewal period(s). Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage, oil embargo or war. In any event, however, the cost for any product, equipment, and/or service shall not exceed the rates established by the Federal Emergency Management Agency (FEMA).

In extreme extenuating circumstances vendors may be allowed to temporarily “**pass-through**” additional costs that they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a vendor’s cost for his product exceeds 10% over the original cost of the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a vendor thinks he/she will be requesting a pass through cost adjustment during the term of his/her contract, then the original cost of his/her product to him/her must be stated in the vendor’s original bid.

Section 1.3 Modification of Proposals

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. The modification letter must be received prior to the submission deadline. Proposals may not be amended or altered after the official submission deadline with the single exception that any product literature and/or supporting data required by the actual scope of work will be accepted at the discretion of the Port Neches City Manager.

Section 1.4 Award of Contracts

The contract shall be awarded to the most responsive and responsible proposer which meet the scope of work, or to the proposer who provides service at the best value for the municipality which meet the scope of work.

The Cities reserve the right to reject any and all proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal, which, in its discretion, is in the best interest of the Cities. In case of ambiguity or lack of completeness in stating the prices in any proposal, the Cities reserve the right to consider the most advantageous proposal thereof.

Section 1.5 Contract Pricing/Updates

1) Amendments

It is the intent of the Cities to allow for amendments during the term of this contract pertaining to products, equipment, and/or service modifications, or price adjustments. Dependent upon the nature of the product, equipment, and/or service modification, one (1) of three (3) methods will be utilized:

- a. The FEMA reimbursement rate method

- b. Price escalation based upon CPI_V, Houston/Galveston Area
- c. Formal contract amendment

It is expected that any rates regarding products, equipment, and/or services will conform with pricing established by FEMA.

2) Approval

Any modification to pricing must be submitted in writing to the Cities and must be approved by the Port Neches City Manager, otherwise such modifications will not go into effect.

Section 1.6 Term of Contract

The term of this contract will be for two (2) years, with the option to extend one (1) three-year agreement at the sole discretion of the Cities, not to exceed a total of sixty (60) months. The effective date of the contract shall be July 1, 2024.

This contract shall become effective July 1, 2024 but shall not be utilized until such time as the Cities declare an emergency and a purchase order is issued. The contract may be used until such time that the Cities terminate the state of emergency and normal purchasing procedures resume. The term of the contract is two (2) years, extending through June 30, 2026, with the option for an additional three (3) year term, July 1, 2026 – June 30, 2029, at the sole discretion of the Cities.

Section 1.7 Contract Updates

Modifications to the contract shall be made in accordance with Section I, 1.5 of this document.

Section 1.8 Appropriation of Funds

The Cities have established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the Cities and no right to damages of any kind.

Section 1.9 Confidentiality of Information

Pursuant to State law, proposals shall be opened in a manner that avoids disclosure of the contents to competing proposers and keeps the proposals confidential during negotiations. All proposals are open for public inspection after the contract is awarded, except for trade secrets and confidential information as may be so noted in the proposals. Should a proposer submit trade secret information in response to this Request for Proposals, such information must be clearly labeled as "Trade Secret". Please note that the validity of that information deemed confidential shall be determined in accordance with State statute.

Section 1.10 Exceptions to Proposal

The proposer will list on Schedule B any exceptions to the conditions of the proposal or the proposed contract. If no exceptions are stated, it will be understood that all general and specific conditions will be compiled with, without exception.

Section 1.11 Changes in Scope of Work

If it becomes necessary to revise any part of this Request for Proposal, a written notice of such revision will be provided to all proposers. The Cities are not bound by any oral representation(s), clarification(s), or changes made in the written specifications by the Cities' employees, unless such clarification or change is provided to proposers in a written addendum from the Port Neches City Manager.

Section 1.12 Proof of Insurance

The successful bidder agrees to maintain certain types of insurance and bond protection throughout the duration of the project. All insurance policies and bonds are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a 5 or better. All subcontractors utilized must also comply with these specifications as if they were the winning bidder. Specific details of coverage limits and conditions are to be followed as listed below. Any variance from these requirements must be denoted in writing and included as exceptions to the bid specifications.

Section 1.13 Required Insurance

Commercial general liability insurance, naming the City of Port Neches, City of Nederland, and City of Groves as an additional insured, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

- \$2,000,000** general liability (includes products and personal, etc.)
- \$1,000,000** fire damage
- \$3,000,000** environmental impairment liability and/or pollution liability
- \$1,000,000** automobile damage
- \$500,000** workers compensation employers' liability
- Statutory limits** for workers compensation
- \$2,000,000** error and omissions

This coverage shall name the City of Port Neches, City of Nederland, and City of Groves as additional insured, and include a waiver of subrogation. Coverage shall remain in effect for the entire life of the contract.

The successful proposers shall pay all insurance premiums and Cities shall not be obligated to pay any premiums. The successful proposers shall be responsible for and bear any claims or

losses to the extent of any deductible amounts and waives any claim that it may have for the same against the Cities.

Section 1.14 Workers Compensation

The successful proposer shall carry in full force workers compensation policy(ies) for all employees, including but not limited to full-time, part-time, and emergency employees employed by the successful proposers. Current insurance certificates, certifying that such policies as specified above are in full force, shall be presented to the Cities by the successful proposer.

Definitions: workers compensation insurance coverage

- 1) Certificate of coverage – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement. DWC-81, DWC-82, DWC-83, or DWC-84, showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 2) Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the Cities.
- 3) Persons providing services on the project ("subcontractor" in article 406-096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes, but is not limited to, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project.

The contractor shall provide coverage, based upon proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project. The contractor must provide a certificate of coverage to the Cities prior to being award the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the need of coverage period, file a new certificate of coverage with the Cities showing the coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the Cities:

- 1) A certificate of coverage, prior to that person beginning work on the project, so the Cities will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 2) No later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The contractor shall notify the Cities in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- 2) Provide to the contractor, prior to that person beginning work on the project a certificate showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- 3) Provide to the contractor, prior to the end of the coverage, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project;
- 4) Obtain from each other person with whom it contracts, and to provide to the contractor;
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. If the coverage period expires during the duration of the project, a new certificate must be presented indicating an extension of coverage.
- 5) Retain all inquired certificates of coverage on file for the duration of the project and for one (1) year thereafter;

- 6) Notify the Cities in writing by certified mail or personal delivery, within seven (7) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7) Require each person/firm with whom it contracts to perform as required by this Request for Proposals, conform to project specifications, and abide by any/all requirements placed on the contractor, and to provide any certificates of coverage to the person/firm for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the Cities that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's division of self insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is the breach of contract by the contractor which entitles the Cities to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entities.

Section 1.15 Withdrawal of Proposals

Proposers may request withdrawal of a sealed proposal prior to the scheduled submission deadline provided the request for withdrawal is submitted to the Port Neches City Manager in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after the submission deadline.

Section 1.16 Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

Section 1.17 Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

Section 1.18 Venue

Venue and jurisdiction of any suit, or cause of action arising under, or in conjunction with the contract awarded under these specifications, shall lie exclusively in Jefferson County, Texas.

Section 1.19 Termination

The contractor acknowledges that any contract entered into as a result of this Request for Proposal may be terminated under the following conditions:

1) Convenience

Cities may terminate the contract in whole or in part without cause at any time giving written notice by certified mail to the contractors whenever for any reason the Cities determine that such termination is in the best interest of the Cities. Upon receipt of Termination Notice, all services hereunder of the contractor and its employees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the contractor shall prepare a final invoice within 30 days of such termination reflecting the services actually performed for Cities pursuant to the contract and to the satisfaction of the Cities. Cities agree to pay the contractor, in accordance with the terms of the contract, for services actually performed and accruing to the benefit of the Cities less compensation previously paid.

2) Default

If the contractor fails to perform in accordance with the terms and conditions set forth in the contract documents, the Cities may consider the contractor to be in default. In

this event, the Cities may serve written notice upon the contractor of its intention to terminate the contract or portion thereof. Such notice shall contain the reasons for such intention to terminate and the contractor shall have thirty (30) days after receipt to cure or provide a satisfactory plan of action to cure said default. If the contractor fails to cure or provide a satisfactory plan to cure, the Cities may issue a Termination Notice.

Section 1.20 Subcontractors

After contract execution, the contractor is the prime and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the Cities and Subcontractors, if necessary.

The contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the contractor or is subcontracted to another organization.

If subcontractor involvement is required in the use of license, patent, or proprietary process, the contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the Cities, all at no additional cost or liability to the Cities.

Section 1.21 Audits/Inspections

The Cities and/or their agents reserve the right to conduct audits and/or inspections of the contractor.

Section 1.22 Contractor Warranties

Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

Section 1.23 Perform Other Disaster Response and Recovery Activities as Necessary, and as Requested by Cities

The Cities may at any time order changes within the scope of services without invalidating the contract between the Cities and the contractor. All services related to disaster response and recovery shall be deemed as germane to the intent of the contract. All changes affecting the project's costs or modifications of the terms or conditions of this contract shall be authorized by means of an official written contract amendment that is mutually agreed upon and signed by the Cities and contractor. All changes must be recorded on a written contract amendment before the contractor may proceed with the changes to the services provided.

SECTION II. SCOPE OF WORK

Section 2.1 Scope

- a. Debris monitoring documentation is critical to verify that debris operations meet all FEMA Public Assistance policies and guidelines, costs are reasonable, quantification of the debris is accurate, and the tracking of the debris to its final location is recorded and in compliance with all regulatory requirements. Proposer may be utilized to monitor and document non-declared events as well.
- b. The Cities requires all proposers to understand FEMA Public Assistance policies and guidelines, including eligibility issues and specifically those relating to debris. The Cities will select a firm to monitor its debris removal operations and document eligible debris quantities and reasonable expenses.
- c. Proposers must be able to handle the monitoring of debris removal for all types and sizes of disasters. This can include a localized event where there is one type of debris, a significant event that includes a larger square footage of the city and mixed debris, or could be a catastrophic event where the entire Cities are affected and there is multiple types of debris that will need to be removed.
- d. Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with FEMA Public Assistance guidelines and all applicable Federal, State and local regulations. Failure to properly monitor and document debris removal operations may jeopardize FEMA Public Assistance. The Cities reserves the right to withhold payment for improperly performed services pending a review of pertinent documentation and actions.
- e. Proposers will need to be capable of providing a wide range of services including, but not limited to the following:
 - 1) Debris monitoring,
 - 2) Truck and trailer certification,
 - 3) Documentation,
 - 4) Communication with FEMA, FHWA (Federal Highway Administration), State of Texas, and other state and federal agencies.
- f. Proposers must be prepared to deploy debris monitoring within twenty-four (24) hours from the notice to proceed. When additional debris monitoring is needed to meet the requirements of the monitoring contract, proposer shall be prepared to increase the number of debris monitors for the Cities.

Section 2.2 Services

- a. The awarded firm shall be responsible for monitoring debris and waste removal and disposal operations performed by the Debris Management provider relative to:
 - 1) Cities streets, roads and right-of-ways,
 - 2) Streets, roads and right-of-way's of all municipalities and communities, incorporated and unincorporated, and rural areas within the Cities, unless otherwise directed by the Cities,
 - 3) Canals, waterways, and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the Cities, unless otherwise directed by the Cities,
 - 4) Public property and facilities,
 - 5) Any other public site as may be directed by the Cities,
 - 6) Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Cities.

- b. Debris monitoring considerations and responsibilities may vary depending on the type of debris being removed and may include:
 - 1) Vegetative debris
 - 2) Hazardous waste
 - 3) Household hazardous waste
 - 4) Electronic waste
 - 5) White goods
 - 6) Soil, mud, and sand
 - 7) Vehicles and vessels
 - 8) Animal carcasses or other fleshy organic matter
 - 9) Infectious waste
 - 10) Chemical, biological, radiological and nuclear-contaminated debris
 - 11) Construction and demolition (C&D) debris

- c. Awarded firm shall be responsible for maintaining records, developing worksheets and other required documentation which will be required by FEMA, FHWA, and any other applicable agency for disaster recovery efforts. This shall include, but is not limited to, receiving a copy of all invoices from the disposal facility, supported by scale and/or load tickets issued by the disposal facility, and proof of payment by the Debris Management firm to the disposal facility. The ability for City personnel to view this documentation on-line is preferred.

- d. Awarded firm shall be responsible for verifying that only eligible debris is removed from initial sites (as described in 3.a., above), then transported to the debris disposal facility. Verification that hazardous wastes have not been mixed into loads will be required. Awarded firm shall be responsible for ensuring each load can be claimed based on

established criteria, and mark load tickets ineligible if they do not meet FEMA Public Assistance policies and guidelines. Awarded firm shall also possess the ability to estimate in cubic yards (CY) debris to be removed for the disposal facility, and assist in measuring the debris in all debris hauling trucks and trailers, if needed.

- e. Awarded firm shall be responsible for overseeing all operations at the TDSRS sites, making sure that all local, state, and federal regulations are followed. All safety precautions are to be taken into account and followed as well.
- f. Awarded firm shall utilize interactive tracking/mapping software that will be available for use by Cities staff.
- g. Awarded firm shall designate a company representative to serve as the liaison between the firm and the Cities. Such individual shall be physically located at the Cities during the event and until such time that the Cities agree that the presence of the liaison is no longer necessary.

Section 2.3 Scope of Services: Technical Disaster Recovery Assistance

The contractor may be called upon to provide disaster recovery technical assistance to appointed and elected officials within the Cities. This assistance shall include Public Assistance Program Management Assistance. This Scope of Services may be implemented alone or in conjunction with any of the Scope of Work described previously.

Section 2.4 Program Management Assistance

- 1) Damage Survey Report (DSR) or Project Worksheet (PW)
 - a. Official DSR/PW requests – Assist personnel from the Cities in the following:
 - i. Identification of expenditures eligible for reimbursement
 - ii. Submission of official “request for DSR inspection”
 - b. Local government representation on DSR/PW team – Train and assist personnel from the Cities to accomplish the following:
 - i. Identification of eligible items for reimbursement
 - ii. Review of DSR/PW for accurate scope of work
 - iii. Review DSR/PW for accurate unit costs
 - c. Recovery process documentation – assist City personnel from the Cities in the following:
 - i. Creation of recovery process documentation plan
 - ii. Maintenance of documentation of recovery plan
 - d. Force account labor vs. contract labor
 - i. Recommendations for government officials on need to contract or utilize force account labor
 - e. Recovery process oversight

- i. Recommendation to government officials on need to contract for project management for projects requiring intense oversight
- ii. DSR/PW tracing through State and Federal process
- iii. Written and oral status reports to government officials

2) Documentation Support

- a. Review records system for applicability to Federal and State requirements
- b. Orientation and training of personnel from the Cities on requirements for quality and quantity of required documentation.
- c. Review documentation for accuracy and quantity
- d. Assist in preparation of claim documentation
- e. Digital files of documentation as required

3) Consultation and negotiation services

- a. Recommendations to government officials on plans of action
- b. Provide guidance to government officials on issues involving Federal and State reimbursement
- c. Assist officials of the Cities in negotiations with Federal and State officials
- d. Other representations as may be requested/required
- e. Costs for program management services are included in the costs listed in the price schedule. There will be no additional cost for this service.

Section 2.5 General Requirements

Authorized Contract Users

This contract will be used by or at the direction of the City of Port Neches, the City of Nederland, and/or the City of Groves. The contractor recognizes, understands, and agrees that use of this contract in the event of a declared emergency is optional.

Time is of the Essence

The contractor and Cities agree that time is of the essence for performance of this contract. Contractor warrants and guarantees that it will use its best efforts to acquire and deliver required/requested products, equipment, and services at the prices and on the terms quoted herein. The contractor shall fully cooperate and coordinate with the Cities to maximize timely delivery of such products, equipment, and services, as deemed necessary in the best interest of the Cities. The contractor agrees and understands that its guarantee of timely performance hereunder as an inducement of the Cities to enter into this contract, and that the products, equipment, and services covered by this contract will be available on an as needed basis, subject to circumstances then existing.

Non – Assignment

The Cities have entered into this contract on the express understanding that the contractor has the capacity and ability to respond rapidly with the delivery of products, equipment, and

services stated herein in a declared emergency. Therefore, the contract may not be assigned, transferred, or conveyed without the prior written consent of the Cities.

Compliance with Applicable Codes/Law

It is the responsibility of the contractor to provide products, equipment, and materials which are configured or otherwise compliant with all applicable Federal, State, and/or Cities' safety and health codes, laws, and/or ordinances. The contractor is solely liable for any expenses, fines, or penalties imposed due to a violation, including traffic infractions or parking violations attributable to employees, subcontractors, and/or agents of the contractor.

Issuance of Purchase Order

This contract does not constitute a Purchase Order. It is a framework within which the Cities, in the event a declared emergency may issue a Purchase Order to the contractor. Purchase Orders may be transmitted electronically, including e-mail or fax, to facilitate timely delivery on a 24 hour/7 day-a-week basis and are considered to have been submitted to the contractor upon successful transmission.

Inspection

The quality of products, equipment, and services shall be subject to inspection by the Cities and/or their agents at any time. Should it be determined, at the sole discretion of the Cities, that the quality of the products and/or equipment delivered or the services being performed are not satisfactory, and that the requirements of the specifications are not being met, the Cities acting on their own behalf, may terminate the contract and employ another contractor to fulfill the requirements of the contract.

Stop Work Order/Cancellation for Cause

Upon notice to the contractor and a failure, within twenty-four (24) hours, to cure the stated deficiency, the Cities, at their sole discretion, reserves the right to stop work covered by a Purchase Order. The Cities reserve the right to terminate/cancel this contract in its entirety at any time for cause when the Cities deem that the contractor is unable or incapable of performing the work, including but not limited to meeting the requisite delivery time frames, or otherwise adequately meeting the needs of the declared emergency. In the event of such stoppage or cancellation, the Cities shall provide immediate written notice of the contractor's default and shall have the right to arrange for the completion of the work in such a manner as is deemed in its best interest.

Access to Site

The Cities reserves the right to reject and bar from any and all Cities' facilities and/or job sites any subcontractor, agent, or employee of the contractor.

Point of Delivery

The contractor shall not ship such products and/or equipment without first obtaining a specified point of delivery from the Cities. The contractor is responsible for obtaining and paying fees for all duties, tariffs, highway and other special permits that may be required for delivery. The prices bid shall be assumed to include all applicable delivery, freight, set up, and shipping charges as well as taxes unless otherwise specified in the contractor's proposals. The Cities are tax exempt entities and certificates from the Cities shall be furnished upon request by the contractor.

Contractor Contact

Upon contact by the Cities informing the contractor of a request for assistance, the contractor shall specify and furnish the name of the contact person, to include a phone number and email address, who can be contacted for all communications and ordering twenty four (24) hours per day, seven (7) days per week during the time of the declared emergency. Should there be any change to this information during the time of the declared emergency, the contractor shall immediately notify the Cities and provide updated information such that no lapse in communication occurs.

Section 2.6 Billing Payments

Contract Billing

The contractor shall provide complete and accurate billing invoices to the Cities in order to receive payment. Such invoices shall comply with the necessary standards required by FEMA, other Federal agencies, and/or State agencies, as applicable, to meet auditing and reimbursement criteria.

The contractor shall be available and able to assist in providing information and/or resolving issues involving FEMA relative to the performance of the agreement.

Responsibility for Payment

In the event that purchases are made by other governmental entities under the scope of this contract, such entity shall be responsible for payment and the contractor shall bill them directly.

SECTION III. PROPOSED REQUIREMENTS AND RESPONSE FORMAT

Section 3.1 Evaluation

The proposer may be required before the award of any contract to show to the complete satisfaction of the Cities that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the Cities with regard to the proposer's qualifications.

The Cities may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the Cities all information for this purpose that may be requested. The Cities reserve the right to reject the proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the Cities that the proposer is properly qualified to carry out the objectives of the contract and to complete the work described therein.

Section 3.2 Proposal Requirements and Response Format

Proposers shall present their responses to the Request for Proposal in the manner and format listed below, identifying each response by its respective tab numeral.

Tab	Item
------------	-------------

- | | |
|------|--|
| I. | Management summary. The proposer shall provide a cover letter indicating the underlying philosophy of the firm in providing the service. Proposer shall also provide a comprehensive organizational chart. The cover letter and organizational chart shall be limited to one (1) page each. |
| II. | Proposal <ul style="list-style-type: none">▪ Describe, in detail, how the service will be provided.▪ The proposer shall include the mobilization response time necessary to respond to the Cities.▪ The proposer shall include a statement that they will meet all program standards as provided for in the Public Works Annex to the Emergency Management Plan for each respective City.▪ The proposer shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement, and project management.▪ The proposer shall include information regarding the expertise of staff in working with FEMA relative to any issues pertaining to this proposal. |
| III. | Corporate experience capacity. <ul style="list-style-type: none">a. Number of debris monitoring contracts your firm currently has within a 250 mile radius of the Cities. |

- b. Include your firm's success rate, percentage wise, with adhering to FEMA Public Assistance regulations.
- c. Describe the experience of the firm in the last sixty (60) months in performing monitoring services in similar size and scope.

Summary of past relevant experience should include the following for each response:

- 1) Type of disaster – hurricane, tropical storm, tornado, etc.
 - 2) Type of jurisdiction – city, county, district, any combination
 - 3) Collection of debris monitoring assignments
 - 4) DMS debris monitoring assignments
 - 5) Final disposal debris monitoring functions
- IV. Qualifications. The Proposer shall attach resumes of all involved in the delivery of the offered services to the Cities.
- V. References. The proposer shall provide at least five (5) references for contracts of similar size and scope, (if available) including at least two (2) references for current contracts of those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also, provide a description of any conflicts, which may have occurred over the last three (3) years with these, or any other contract for similar work.
- VI. Pricing
- a. The proposer shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
 - b. The proposer shall include a fee schedule for additional services required for successful implementation not already specifically identified in this Request for Proposal or optional services that may be of benefit to the Cities.
- VII. Sample insurance
- VIII. Cities of Port Neches, Nederland, and Groves Request for Proposal required documents, in addition to the aforementioned items identified in Section III., 4.2:
- Request for Proposal Verification
 - Attachment A, Property Tax Statement
 - Attachment B, Nepotism Statement
 - Attachment C, Non-collusion Statement
 - Attachment D, Debarment Statement
 - Attachment E, Lobbying Statement
 - Attachment F, Access to Records and Reports
 - Attachment G, Equal Employment Opportunity

- Attachment H, Contracting with Small and Minority Businesses
- Attachment I, House Bill 89
- Schedule A, Pricing Schedule
- Schedule B, Exceptions to Proposal

Section 3.3 Type of Contract

The Cities contemplates award of a firm-fixed price contract resulting from this Request for Proposal, subject to potential amendments as noted in Section I, 1.5.

Section 3.4 Personnel to Contact on this Solicitation

Proposers desiring an explanation or interpretation relative to this solicitation must request such information in writing not later than 5:00 p.m. CST April 1, 2024. Oral explanations or instructions will not be binding. Any information given to a proposer, which in the opinion of the City affects all proposers or would be prejudicial to other proposers if not communicated, shall be furnished to all other proposers as an addendum to the solicitation. Direct inquiries as follows:

André Wimer
 City Manager
 City of Port Neches
 P.O. Box 758
 Port Neches, TX 77651
 (409) 719-4200
awimer@ci.port-neches.tx.us

Section 3.5 Required Information/Documents

All information and completed documents submitted by a proposer in response to this solicitation shall become an integral part of the resultant contract.

Section 3.6 Submission of Proposals

- 1) All sealed proposals consisting of one (1) original and three (3) copies, and a PDF digital file, shall be submitted to:
 - a. City Secretary, P.O. Box 758, 1005 Merriman Street, Port Neches, TX 77651;
 - b. Not later than April 11, 2024, 2:30 p.m.
- 2) Proposals may be modified/withdrawn by written notice if received by the Port Neches City Manager before the time and date set for receipt of proposals.
- 3) For a list of documents authorized for transmittal by facsimile, see Section III., 3.11.

Section 3.7 Preparation of Proposals

- 1) The proposer's authorized agent shall sign any document in which a signature is required. Proposals signed by an agent shall be accompanied by evidence of that agent's authority. Erasures or other changes must be initialed by the person authorized to sign for the proposer.
- 2) For each item offered in the Pricing Schedule, proposers shall enter the unit price.
- 3) Proposals for services other than those specified shall not be considered unless authorized by the Request for Proposal.
- 4) Proposers shall thoroughly examine all statements of work/specifications, schedules, drawings, instructions, other documents and attachments, and references included or cited in this Request for Proposal. Failure to do so will not constitute grounds for withdrawal of a proposal after proposal opening, for refusal to execute a contract if awarded by the Cities, or for a claim for equitable or other relief after execution of a contract.

Section 3.8 Issuance of Addenda

- 1) If this Request for Proposal is amended, the Cities will issue appropriate addendum to the Request for Proposal. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- 2) Proposers shall acknowledge receipt of each addendum of this Request for Proposal using one of the following methods:
 - a. By signing and returning the addendum;
 - b. By identifying the addendum number and date in the space provided for this purpose in "Section 2 – Representations/Certifications" of the attached proposed contract;
 - c. By signed letter; or
 - d. By signed facsimile (subject to the conditions specified in Section III., 3.11).
- 3) The City must receive the acknowledgement by the time and date, and at the location specified for receipt of proposals.

Section 3.9 Discounts for Prompt Payment

Discounts for prompt payment will be considered in the evaluation of proposals. However, any offered discount will form a part of the award. Any such prompt payment discount shall be indicated in the proposal.

Section 3.10 Late Submission

- 1) Any proposal received by the City Secretary after the exact time specified for receipt will not be considered and will be returned unopened.
- 2) Proposers may request withdrawal of a sealed proposal prior to the scheduled submission deadline provided the request for withdrawal is submitted to the Port Neches City Manager in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after the submission deadline.
- 3) If an emergency or unanticipated event interrupts normal Cities processes so as to cause postponement of the scheduled proposal opening, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation of the first work day on which normal Cities processes resume or to such other date and time as provided by the Cities in a written notice to proposers.

Section 3.11 Facsimile Documents

- 1) "Facsimile document," as used in this Request for Proposal means any complete and properly executed document listed below in subparagraph (2) that is transmitted to and received by the City Secretary via electronic equipment that communicated and reproduces both printed and handwritten material. Time of receipt stamped by the receiving equipment shall be conclusive as to time of submission.
- 2) The following documents are authorized for transmittal via facsimile:
 - a. Acknowledgement of any addendum to the Request for Proposal.
 - b. Notification of Withdrawal of Proposal.
- 3) Telephone number of receiving facsimile equipment: 409-719-4302.
- 4) At a minimum, the facsimile document must be identified with the following information
 - a. Name, address, and telephone number of sender;
 - b. Proposal title; and
 - c. Date and time for receipt of proposals.
- 5) If the proposer chooses to transmit a facsimile document listed above in subparagraph (2), the Cities will not be responsible for any failure attributable to transmission or receipt of the facsimile document including, but not limited to, the following:
 - a. Failure to transmit the document to the specified facsimile equipment;
 - b. Receipt of garbled or incomplete document;
 - c. Availability or condition of the receiving facsimile equipment;
 - d. Incompatibility between the sending and receiving equipment;
 - e. Delay in transmission or receipt of document;

- f. Failure of the proposers to properly identify the document;
 - g. Illegibility of document; and/or
 - h. Security of document data.
- 6) The Cities reserve the right to reject any facsimile document based on the conditions of subparagraph (5) above. The apparent successful proposers shall promptly submit any incomplete original document, if requested to do so by the Port Neches City Manager.

Section 3.12 Contract Award – Request for Proposals

- 1) The Cities will evaluate proposals in response to this Request for Proposal and contemplate awarding a contract to the proposer whose proposal conforms to the requirements of this solicitation.
- 2) It is the intent of the Cities to award one (1) contract to a selected proposer in accordance with the guidelines, stipulations, and terms and conditions noted within this Request for Proposal.
- 3) The Cities may:
 - a. Reject any or all proposals;
 - b. Accept other than the lowest cost proposal; and
 - c. Waive informalities or minor irregularities in proposals received.

Section 3.13 Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The Cities will evaluate all proposals based on the following criteria:

- **Qualifications – 25 pts**
- **Experience – 25 pts**
- **Project Methodology – 20 pts**
- **Pricing and Fees– 20 pts**
- **References – 10 pts**

Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted.

This Request for Proposal does not commit the Cities to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

Section 3.14 Approval of Resultant Contract

The contract, which may result from this solicitation, is subject to approval and shall not be executed until so approved by the governing bodies of the Cities.

Each City (Port Neches, Nederland, and Groves) will approve an individual contract with the proposer.

Section 3.15 Costs Incurred by Proposer

The Cities will NOT be responsible, under any circumstances, for any proposal preparation costs or other costs incurred by any proposer before execution of a contract between the Cities and the successful proposer(s).

**REQUEST FOR PROPOSAL VERIFICATION
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

Having read and understood the instructions, terms, conditions and scope of work, we submit the following:

Witness

Company Name

**Date
Signature**

Authorized Representative

Printed Name

Title

Correspondence Address

Remit Address

City, State, Zip Code

City, State, Zip Code

Tax Identification Number (Tin/Fien/Ssn)

Telephone Number

Fax Number

E-mail

**ATTACHMENT A – PROPERTY TAXES STATEMENT
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”**

The Cities of Port Neches, Nederland, and Groves will not do business with any person or business that owes delinquent property taxes to any of the Cities.

Please indicate whether you owe delinquent property taxes to any of the Cities.

_____ I do not owe the Cities property taxes that are delinquent.

_____ I owe Cities property taxes that are delinquent on property located at:

Bidder’s Printed or Typed Name

Bidder’s Signature

Date

**ATTACHMENT B – NEPOTISM STATEMENT
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”**

The Bidder or Proposer or any officer of the Bidder or Proposer shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the Cities Port Neches, Nederland, and Groves by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the Cities of Port Neches, Nederland, and Groves.

_____ I am related by blood or marriage to the following official(s) or employee(s) of the Cities of Port Neches, Nederland, and Groves.

Name and Title of City Official or Employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the Cities of Port Neches, Nederland, and Groves.

_____ The officers of the company submitting this bid are related by blood or marriage to the following official(s) or employee(s) of the Cities of Port Neches, Nederland, and Groves.

Name and title of officer: _____

Employee and Title of City Official or Employee: _____

Relationship: _____

**ATTACHMENT C – NON-COLLUSION STATEMENT
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

THE UNDERSIGNED AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUALS HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR _____

ADDRESS _____

PHONE _____

FAX _____

EMAIL _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) _____

**SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID** _____

**COMPANY OFFICIAL
(PRINTED NAME)** _____

OFFICIAL POSITION _____

**ATTACHMENT D – DEBARMENT STATEMENT
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations. Where there Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification – the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**ATTACHMENT E – LOBBYING STATEMENT
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, “New Restrictions on Lobbying,” at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of “Disclosure of Lobbying Activities,” Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by “Government wide Guidance For New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, was amended by Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Contractors who apply or bid for an award from \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” 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 any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20—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 and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 making lobbying contacts to 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 [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1-19-96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified as 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards and all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 mandated 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.

[Note: Pursuant to 31 U.S.C. § 1352(c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or 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 provision of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**ATTACHMENT F – ACCESS TO RECORDS AND REPORTS
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

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.”

Printed Name of Signatory

Signature and Date

**ATTACHMENT G – EQUAL EMPLOYMENT OPPORTUNITY
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. 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.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. 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.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Printed Name of Signatory

Signature

Date

**ATTACHMENT H – CONTRACTING WITH SMALL AND MINORITY BUSINESSES
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women’s business enterprises on solicitation lists; assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and use 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. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

Printed Name of Signatory

Signature and Date

**ATTACHMENT I – HOUSE BILL 89
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

I, _____ (Person name), the undersigned representative of
(Company or Business name) _____
(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being
duly sworn by the undersigned notary, do hereby depose and verify under oath 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 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" 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.

Signature of Company Representative

Date

On this the ____ day of _____, 20____, personally appeared _____,
the above-named person, who after by me being duly sworn, did swear and confirm that the above is true
and correct.

NOTARY SEAL

Signature

Date

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the Cities from entering into a contract with the contractor. Link to the list: <https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the Cities from entering into a contract with the contractor.

Link to the list: <https://comptroller.texas.gov/purchasing/publications/divestment.php>

**ATTACHMENT I – HOUSE BILL 89
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

I, _____ (Person name), the undersigned representative of
(Company or Business name) _____
(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being
duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274.002.

(a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the
government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a
company for goods or services unless the contract contains a written verification from the company that
it:

- (1) Does not boycott energy companies; and
- (2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of
Subsection(b) are inconsistent with the governmental entity’s constitutional or statutory duties related to
the issuance, incurrence, or management of debt obligations or the deposit, custody, management,
borrowing, or investment of funds.

Signature of Company Representative

Date

On this the ____ day of _____, 20____, personally appeared _____,
the above-named person, who after by me being duly sworn, did swear and confirm that the above is true
and correct.

NOTARY SEAL

Signature

Date

**ATTACHMENT I – HOUSE BILL 89
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

I, _____ (Person name), the undersigned representative of
(Company or Business name) _____
(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being
duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274.002.

(a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the
government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a
company for goods or services unless the contract contains a written verification from the company that
it:

- (1) Does not have a practice, policy, guidance, or directive that discriminates against a
firearm entity of firearm trade association; and
- (2) Will not discriminate during the term of the contract against a firearm entity or firearm
trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) Contracts with a sole-source provider; or
- (2) Does not receive any bids from a company that is able to provide the written
verification required by that subsection.

Signature of Company Representative

Date

On this the ____ day of _____, 20____, personally appeared _____,
the above-named person, who after by me being duly sworn, did swear and confirm that the above is true
and correct.

NOTARY SEAL

Signature

Date

**SCHEDULE A – PRICING SCHEDULE
DEBRIS MONITORING SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

POSITIONS	HOURLY RATES
Senior Program Manager	
Project Manager	
Operations Manager	
Field Manager	
Field Supervisor	
Field Monitor	
Debris Site / Tower Monitor	
Load Ticket Data Entry Clerk	
Collection Monitor	
Citizen Drop-Off Monitor	
Billing / Invoice Manager	
Billing / Invoice Analyst	
Project Inspector	
Project Assistant	
Field Coordinator (Crew Monitor)	
Senior Project Inspector	
Waste Management Specialist	
Senior Public Assistance – Grant Management Consultant	
Principal In Charge	
Public Assistant Consultant	
Public Assistant Consultant Aide	
Project Coordinator	
Debris Site Security	
Safety Manager	
Data Manager	
Data Support Personnel	
Marine Debris Monitor	
Schedules / Expenditures (Logistics)	
Environmental Specialist	
Project Inspector	
Residential Monitor	
Automated Ticket Specialist	
Aerial Photographer	
FEMA Specialist	
Administration Assistant	
Call Center Staff	
Senior Technical Specialist	
Fire / HAZMAT Subject Matter Expert / Trainer	
OTHER REQUIRED POSITIONS: Proposer may include other positions, with hourly rates, as needed.	

City of Groves
Agenda Item Information Form

Council Meeting Date: 6/3/2024 Department: City Manager Agenda Item No. 6B

Title for Item (same as to be placed on Agenda): Deliberate and act to accept two requests for proposals for debris removal services and authorize the City Manager to negotiate and execute all necessary documents.

Party(ies) requesting placement of this item on the agenda: City Manager Kevin Carruth

Submitted to City Manager's Office on: Date: 5/28/24 Time: 11:30 a.m. By: C. THIBODEAUX

Explanation of Item: See attached memo to Mayor and City Council.

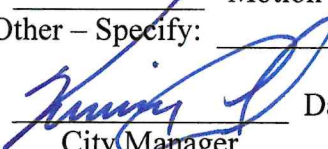
Deadline for Approval: Immediately

Staff Recommendation: Staff recommends that the City Council selects the RFP's for debris removal services and emergency response products, equipment, and services to Ceres and Crowder Gulf and authorize the City Manager to negotiate and execute all necessary documents.

Alternative (if any) for consideration: _____

Identify any attachments to this document: Memo, bid tabulations, and RFP.

Specific Council Action Requested: None (Information item only) _____ Motion X
Ordinance – Number _____ Resolution – Number _____ Other – Specify: _____

Signed: _____ Date: _____ Approved:  Date: 05/29/24
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item
(if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

MEMORANDUM

To: Mayor and City Council
From: Kevin Carruth, City Manager
Date: May 29, 2024
Re: Debris Removal RFP Recommendations



Since 2006 the City of Groves has cooperated with the Cities of Port Neches and Nederland in soliciting requests for proposals (RFPs) for debris removal services for use in the event of a disaster. In the event the removal of debris from a disaster exceeds the ability of the City to accomplish with its own forces, a debris removal firm will remove the debris under the monitoring of the City's debris monitoring firm. The debris removal company's collection activities and documentation shall meet FEMA requirements so that the City can collect full reimbursement from FEMA. The current three-year contract will expire on June 30, 2024.

On behalf of all three municipalities, the City of Port Neches recently issued an RFP for this service. There is no cost associated with this agreement unless the contractor is activated as a result of a disaster. In order to allow for an immediate response, FEMA requires that pre-awarded agreements be in place, otherwise Federal reimbursements are jeopardized. In addition, FEMA requires agreements with two vendors rather than a sole contractor. The City will hire a debris monitoring firm whose purpose is to validate debris collected by the debris removal contractor.

RFPs were received until April 11, 2024, and there were five respondents: Aftermath Disaster Recovery, Ceres Environmental Services, Inc. (current contractor), Crowder Gulf, DRC Emergency Services (current contractor), and TFR Enterprises. An initial review of all submissions was conducted by a review committee comprised of staff from all three cities. Ceres, Crowder Gulf, and DRC were selected for in-person interviews by the committee. As shown on the accompanying scoring summary table, the consensus of the review committee was to select Ceres and Crowder Gulf as the debris removal contractors. Similar to the previous agreements, there will be an initial two-year term (July 1, 2024 – June 30, 2026) with an option for three additional years (July 1, 2026 – June 30, 2029). Rather than a four-party agreement, all three cities will approve separate, but identical, two-party agreements for this service.

The three Groves employees on the review committee included Assistant Public Works Director Glen Boudoin, City Manager Kevin Carruth, and Public Works Director Troy Foxworth. All three concur with the review committee's recommendation to use Ceres and Crowder Gulf. The Cities of Nederland and Port Neches have already selected Ceres and Crowder Gulf.

Debris Removal Service Evaluations

Name	Position	Organization	Score		
			DRC	Ceres	Crowder Gulf
Chris Duque'	City Manager	City of Nederland		96	93
Terry Morton	Fire Chief/EMC	City of Nederland	80	95	94
Robert Woods	Public Works Director	City of Nederland	80	86	91
André Wimer	City Manager	City of Port Neches	89	93	91
Clint Fore	Public Works Director	City of Port Neches	84	94	90
Eloy Vega	Fire Chief/EMC	City of Port Neches	75	77	76
Kevin Carruth	City Manager	City of Groves	87		98
Troy Foxworth	Public Works Director	City of Groves	94	97	95
Glen Boudoin	Asst. Public Works Dir.	City of Groves	93	98	94
AVERAGE			85.2500	92.0000	91.3333

**REQUEST FOR PROPOSALS
DEBRIS REMOVAL SERVICES
EMERGENCY RESPONSE PRODUCTS, EQUIPMENT, AND SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

SECTION I. GENERAL REQUIREMENTS

Section 1.1 Submission

Sealed proposals marked “Debris/Emergency Response” addressed to the City Secretary, City of Port Neches, P.O. Box 758, 1005 Merriman Street, Port Neches, TX 77651, will be received until **2:00 p.m. CST, Thursday, April 11, 2024**. Any proposal received after **2:00 p.m.** on the date specified will be returned unopened. The proposal must include one (1) original and three (3) copies, and a PDF digital file, of all submitted documents. Proposer must submit his/her bid proposal on the forms provided herein. The proposal sheet must be completed, signed, and witnessed as required.

It is the intent of this Request for Proposals to award two (2) contracts to selected proposers in accordance with the guidelines, stipulations, and terms and conditions noted within this Request for Proposals.

It is the intent of this Request for Proposals to have vendors that are capable of providing all types of products, equipment, and services that may be required in the event of a declared emergency/disaster in addition to debris removal services. This contract would be utilized when City of Port Neches, City of Nederland, and/or City of Groves (collectively referred to as the “Cities”) resources are not able to provide for an emergency/disaster response in an immediate manner. The contractor would provide such additional products, equipment, and/or services as required by any or all of the Cities that are party to this Request for Proposals. The Cities shall be able to, at their sole discretion, select any combination of services, products, and/or equipment necessary to facilitate response activities. The effective date of the contract shall be July 1, 2024.

Although this Request for Proposals has been issued jointly by the City of Port Neches, City of Nederland, and City of Groves, a separate agreement will be signed between the contractors and each of the cities.

The City of Port Neches, on behalf of the City of Nederland and the City of Groves, shall act as the administrator for all purposes associated with this Request for Proposals. Any questions regarding this Request for Proposals should be addressed to André Wimer, City Manager, City of Port Neches, at the address above, by calling (409) 719-4200, or via email at awimer@ci.port-neches.tx.us.

Section 1.2 Pass-Through Cost Adjustments

Except in instances of extreme extenuating circumstances, vendor prices shall remain firm throughout the contract period and any renewal period(s). Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage, oil embargo or war. In any event, however, the cost for any product, equipment, and/or service shall not exceed the rates established by the Federal Emergency Management Agency (FEMA).

In extreme extenuating circumstances vendors may be allowed to temporarily “pass-through” additional costs that they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a vendor’s cost for his product exceeds 10% over the original cost of the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a vendor thinks he/she will be requesting a pass through cost adjustment during the term of his/her contract, then the original cost of his/her product to him/her must be stated in the vendor’s original bid.

Section 1.3 Modification of Proposals

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. The modification letter must be received prior to the submission deadline. Proposals may not be amended or altered after the official submission deadline with the single exception that any product literature and/or supporting data required by the actual scope of work will be accepted at the discretion of the Port Neches City Manager.

Section 1.4 Award of Contracts

The contracts shall be awarded to the most responsive and responsible proposers which meet the scope of work, or to the proposers who provides service at the best value for the municipality which meet the scope of work.

The proposed contract between the Cities and the successful proposers is attached as Appendix C. Proposers are responsible for reviewing this document and noting any exceptions on Schedule F, Exceptions to Proposals.

The Cities reserve the right to reject any and all proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal, which, in its discretion, is in the best interest of the Cities. In case of ambiguity or lack of completeness in stating the prices in any proposal, the Cities reserve the right to consider the most advantageous proposal thereof.

Section 1.5 Contract Pricing/Updates

1) Amendments

It is the intent of the Cities to allow for amendments during the term of this contract pertaining to products, equipment, and/or service modifications, or price adjustments.

Dependent upon the nature of the product, equipment, and/or service modification, one (1) of three (3) methods will be utilized:

- a. The FEMA reimbursement rate method
- b. Price escalation based upon CPI_V, Houston/Galveston Area
- c. Formal contract amendment

It is expected that any rates regarding products, equipment, and/or services will conform with pricing established by FEMA.

2) Approval

Any modification to pricing must be submitted in writing to the Cities and must be approved by the Port Neches City Manager, otherwise such modifications will not go into effect.

Section 1.6 Term of Contract

The term of this contract will be for two (2) years, with the option to extend one (1) three-year agreement at the sole discretion of the Cities, not to exceed a total of sixty (60) months. The effective date of the contract shall be July 1, 2024.

This contract shall become effective July 1, 2024 but shall not be utilized until such time as the Cities declare an emergency and a purchase order is issued. The contract may be used until such time that the Cities terminate the state of emergency and normal purchasing procedures resume. The term of the contract is two (2) years, extending through June 30, 2026, with the option for an additional three (3) year term, July 1, 2026 – June 30, 2029, at the sole discretion of the Cities.

Section 1.7 Contract Updates

Modifications to the contract shall be made in accordance with Section I, 1.5 of this document.

Section 1.8 Appropriation of Funds

The Cities have established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the Cities and no right to damages of any kind.

Section 1.9 Confidentiality of Information

Pursuant to State law, proposals shall be opened in a manner that avoids disclosure of the contents to competing proposers and keeps the proposals confidential during negotiations. All proposals are open for public inspection after the contract is awarded, except for trade secrets and confidential information as may be so noted in the proposals. Should a proposer submit

trade secret information in response to this Request for Proposals, such information must be clearly labeled as "Trade Secret". Please note that the validity of that information deemed confidential shall be determined in accordance with State statute.

Section 1.10 Exceptions to Proposal

The proposer will list on Schedule F any exceptions to the conditions of the proposal or the proposed contract. If no exceptions are stated, it will be understood that all general and specific conditions will be compiled with, without exception.

Section 1.11 Changes in Scope of Work

If it becomes necessary to revise any part of this Request for Proposals, a written notice of such revision will be provided to all proposers. The Cities are not bound by any oral representation(s), clarification(s), or changes made in the written specifications by the Cities' employees, unless such clarification or change is provided to proposers in a written addendum from the Port Neches City Manager.

Section 1.12 Proof of Insurance

The successful bidder agrees to maintain certain types of insurance and bond protection throughout the duration of the project. All insurance policies and bonds are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a 5 or better. All subcontractors utilized must also comply with these specifications as if they were the winning bidder. Specific details of coverage limits and conditions are to be followed as listed below. Any variance from these requirements must be denoted in writing and included as exceptions to the bid specifications.

Section 1.13 Required Insurance

Commercial general liability insurance, naming the City of Port Neches, City of Nederland, and City of Groves as an additional insured, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

- \$2,000,000** general liability (includes products and personal, etc.)
- \$1,000,000** fire damage
- \$3,000,000** environmental impairment liability and/or pollution liability
- \$1,000,000** automobile damage
- \$500,000** workers compensation employers' liability
- Statutory limits** for workers compensation
- \$2,000,000** error and omissions

This coverage shall name the City of Port Neches, City of Nederland, and City of Groves as additional insured, and include a waiver of subrogation. Coverage shall remain in effect for the

entire life of the contract.

The successful proposers shall pay all insurance premiums and Cities shall not be obligated to pay any premiums. The successful proposers shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim that it may have for the same against the Cities.

Section 1.14 Workers Compensation

The successful proposers shall carry in full force workers compensation policy(ies) for all employees, including but not limited to full-time, part-time, and emergency employees employed by the successful proposers. Current insurance certificates, certifying that such policies as specified above are in full force, shall be presented to the Cities by the successful proposers.

Definitions: workers compensation insurance coverage

- 1) Certificate of coverage – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement. DWC-81, DWC-82, DWC - 83, or DWC-84, showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 2) Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the Cities.
- 3) Persons providing services on the project ("subcontractor" in article 406-096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes, but is not limited to, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project.

The contractor shall provide coverage, based upon proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project. The contractor must provide a certificate of coverage to the Cities prior to being award the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the need of coverage period, file a new certificate of coverage with the Cities showing the coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the Cities:

- 1) A certificate of coverage, prior to that person beginning work on the project, so the Cities will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 2) No later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The contractor shall notify the Cities in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- 2) Provide to the contractor, prior to that person beginning work on the project a certificate showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- 3) Provide to the contractor, prior to the end of the coverage, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project;
- 4) Obtain from each other person with whom it contracts, and to provide to the contractor;
 - a. A certificate of coverage, prior to the other person beginning work on the project; and

- b. If the coverage period expires during the duration of the project, a new certificate must be presented indicating an extension of coverage.
- 5) Retain all inquired certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- 6) Notify the Cities in writing by certified mail or personal delivery, within seven (7) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7) Require each person/firm with whom it contracts to perform as required by this Request for Proposals, conform to project specifications, and abide by any/all requirements placed on the contractor, and to provide any certificates of coverage to the person/firm for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the Cities that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's division of self insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is the breach of contract by the contractor which entitles the Cities to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entities.

Section 1.15 Withdrawal of Proposals

Proposers may request withdrawal of a sealed proposal prior to the scheduled submission deadline provided the request for withdrawal is submitted to the Port Neches City Manager in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after the submission deadline.

Section 1.16 Generator Status and Indemnification

In order to protect the Cities from liabilities associated with on-site activities, transportation and inherent CERCLA liabilities involving disposal, the contractor should supply its own labor, transportation, and dispose of the waste only at an EPA-permitted disposal facility.

THE CONTRACTOR MUST AGREE TO ASSUME GENERATOR STATUS AND BE RESPONSIBLE FOR PREPARING AND SIGNING ALL MANIFESTS RELATED TO THE END USER'S HOUSEHOLD HAZARDOUS COLLECTION AND/OR DISPOSAL FACILITY.

Contractor agrees to and shall defend, indemnify, and hold the Cities, their employees, officers, and legal representatives harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest), for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this contract including, without limitation, those caused by:

- 1) Contractor's and/or its agents', employees', officers', directors', Contractor's or Subcontractors' actual or alleged negligence or intentional acts or omissions; and
- 2) Cities' and contractor's actual or alleged concurrent negligence, whether Contractor is immune from liability or not; and
- 3) Cities' and contractor's actual or alleged strict products liability or strict statutory liability, whether Contractor is immune from liability or not.

Contractor shall defend, indemnify, and hold Cities harmless during the term of this contract and for four (4) years after this contract terminates. Contractor shall not indemnify Cities for the Cities' sole negligence.

In the event of any cause of action or claim asserted by a party to this contract or any third party, the Cities will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor with the Cities shall at its own expense, faithfully and completely defend and protect the Cities against any and all liabilities arising from the claim, cause or action or notice.

If the contractor, with the Cities, should fail to so successfully defend, the Cities may defend, pay or settle the claim or other cause of action with full rights of recourse against the contractor with the Cities for any and all fees, costs, expenses, and payments, including but not limited to attorney fees and settlement payments made or agreed to be paid in order to discharge the claim, cause of action, dispute or litigation.

This contract is binding upon and is to inure to the benefit of the parties, their successors, assigns, and personal representatives.

Section 1.17 Release

The contractor, its predecessors, successors, and assigns hereby release, relinquish, and discharge the Cities, its agents, employees, officers and legal representatives from any liability arising out of the Cities' sole and/or concurrent negligence and/or the Cities' strict products liability or strict statutory liability for any injury, including death or damage to persons or

property, where such damage is sustained in connection with or arising out of performance under this contract.

Section 1.18 Venue

Venue and jurisdiction of any suit, or cause of action arising under, or in conjunction with the contract awarded under these specifications, shall lie exclusively in Jefferson County, Texas.

Section 1.19 Termination

The contractor acknowledges that any contract entered into as a result of this Request for Proposals may be terminated under the following conditions:

1) Convenience

Cities may terminate the contract in whole or in part without cause at any time giving written notice by certified mail to the contractors whenever for any reason the Cities determine that such termination is in the best interest of the Cities. Upon receipt of Termination Notice, all services hereunder of the contractor and its employees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the contractor shall prepare a final invoice within 30 days of such termination reflecting the services actually performed for Cities pursuant to the contract and to the satisfaction of the Cities. Cities agree to pay the contractor, in accordance with the terms of the contract, for services actually performed and accruing to the benefit of the Cities less compensation previously paid.

2) Default

If the contractor fails to perform in accordance with the terms and conditions set forth in the contract documents, the Cities may consider the contractor to be in default. In this event, the Cities may serve written notice upon the contractor of its intention to terminate the contract or portion thereof. Such notice shall contain the reasons for such intention to terminate and the contractor shall have thirty (30) days after receipt to cure or provide a satisfactory plan of action to cure said default. If the contractor fails to cure or provide a satisfactory plan to cure, the Cities may issue a Termination Notice.

Section 1.20 Subcontractors

After contract execution, the contractor is the prime and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the Cities and Subcontractors, if necessary.

The contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the contractor or is subcontracted to another organization.

If subcontractor involvement is required in the use of license, patent, or proprietary process, the contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the Cities, all at no additional cost or liability to the Cities.

Section 1.21 Audits/Inspections

The Cities and/or their agents reserve the right to conduct audits and/or inspections of any transportation, storage or disposal facilities, products, services or equipment used by the contractor.

Section 1.22 Contractor Warranties

The contractor will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all disaster debris that may be collected for disposal by Cities' jurisdictions.

Contractor must warrant that is knowledgeable regarding the FEMA Public Assistance Program and Policy Guide FP 104-009-2/June 1, 2020, or as subsequently amended, and the contractor shall perform all work and provide all services in accordance with any and all applicable directions and/or guidance stated in this document.

Contractor must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.

Contractor must warrant that the contractor owned or approved storage treatment/disposal facilities are licensed and permitted as necessary. In the event that the storage treatment/disposal facility loses its permitted status hereafter, during the term of the contract, the contractor will promptly notify the Cities, in writing, of such loss.

The contractor will ensure that all vehicles transporting disaster debris (subcontractors included) are properly registered, and that disaster debris drivers have all required State and Federal licenses.

Contractor must obtain all required Federal, State, and Local permits for the responsibilities of the contractor. Contractor must obtain all necessary permits and qualify to transport waste according to DOT exemptions. Contractor must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

Section 1.23 Perform Other Disaster Response and Recovery Activities as Necessary, and as Requested by Cities

The Cities may at any time order changes within the scope of services without invalidating the contract between the Cities and the contractor. All services related to disaster response and recovery shall be deemed as germane to the intent of the contract. All changes affecting the project's costs or modifications of the terms or conditions of this contract shall be authorized by means of an official written contract amendment that is mutually agreed upon and signed by the Cities and contractor. All changes must be recorded on a written contract amendment before the contractor may proceed with the changes to the services provided.

SECTION II. DEBRIS REMOVAL SERVICES

The Cities of Port Neches, Nederland, and Groves request proposals from qualified contractors for Debris Removal Services. Debris as used in this document is defined as found in Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide FP 104-009-2/June 1, 2020 or as subsequently amended. This guide and other pertinent documents may be accessed on the FEMA website. It is the intent of this solicitation to enter into a Pre-event contract, which would result in no immediate cost to the Cities, which must meet FEMA guidelines.

Work will include 1) examining debris to determine whether or not debris is eligible, burnable, or non burnable, 2) loading the debris, 3) hauling debris to approved Temporary Debris Storage and Reduction Sites (TDSRS) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA's Public Assistance Program and Policy Guide or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the contractor by the Cities. It shall be the contractor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the contractor was issued a Notice to Proceed, unless otherwise directed by the Cities, in writing. This includes, but not limited to:

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

- 2) Construction and Demolition (C&D) Debris
 - a. Building materials, including wood structural members, concrete blocks, window glass, structural siding
 - b. Roofing materials, including shingles or metal roofing panels
 - c. Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
 - d. Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
 - e. Metal debris.

- 3) Electronic Waste

Section 2.1 General Overview of the Contract Scope

The qualified firm will develop and present the scope of services, meeting the Cities needs. The work to be undertaken includes, but is not limited to the following:

- 1) Emergency Road Clearance – All roadways designated by the Cities shall be clear and passable within seventy (70) working hours of the issuance of a Notice to Proceed from the Cities to conduct emergency roadway clearance work.
- 2) Debris Removal from Public Property – Removal of debris from public right-of-ways. Removal of debris beyond public right-of-ways as necessary to abate imminent and/or significant threats to the public health and safety of the community.
- 3) Temporary Debris Staging and Reduction Sites (TDSRS) – The contractor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all Federal, State, and Local regulations. The contractor will lease/own, prepare and maintain sufficient number of TDSRS facilities to accept and process all eligible storm debris. The contractor also needs to locate City owned acceptable property. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of stone for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the Cities. At the Cities’ discretion, owned right-of-ways or other entity owned property could be provided for temporary storage of debris. Contractor is responsible for providing TDSRS traffic control. Contractor is responsible for providing TDSRS dust control. Contractor is responsible for providing 24-hour site security. Contractor is responsible for wind-borne debris, control fencing, silt fencing, water retention berms, and any other items necessary for site operations and management as negotiated between the contractor and the Cities. Contractor is responsible for operating the TDSRS in accordance with Occupational Health and Safety Administration (“OSHA”) guidelines. The contractor shall provide a minimum of one (1) portable toilet.
- 4) All debris shall be processed in accordance with Federal, State, and Local law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the Cities. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- 5) Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6” beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.
- 6) Generated Hazardous Abatement – Abatement of hazardous waste identified by the Cities in accordance with all applicable Federal, State, and local laws, standards

and regulations.

- 7) Debris Removal – Disposal of all eligible 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. The contractor shall be responsible for paying all landfill-tipping fees and receiving reimbursement from the Cities.
- 8) Emergency Road Clearance – Removal of debris from the primary transportation routes as directed by the Cities.
- 9) Right-of-way (ROW) Vegetative Debris Removal – Vegetative debris existing in the Cities' ROW is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-ways, easements, Cities' parks, alleys, Cities' debris staging areas, and other areas as designated by the Cities. For the purpose of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the Cities or its authorized representative. The Cities will provide specific Right-of-Entry (ROE) legal and operational procedures.
- 10) ROW C&D Debris Removal – Construction and Demolition (C&D) debris existing in the Cities' ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, Cities' parks, alleys, and Cities' debris staging areas. For the purposes of this contract, C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
- 11) Demolition, Removal, and Transport of Structures – Debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a Cities approved TDSRS or other designated disposal facility. Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the Cities. Entry onto private property will only be permitted when directed by the Cities. The Cities will provide specific Right of Entry (ROE) legal and operation procedures. Contractor is required to strictly adhere to any and all Local, State, and Federal regulatory requirements for the demolition of structures.
- 12) Removal of Hazardous Leaning Trees and Hanging Limbs – Remove all hazardous trees twelve inches (12") or greater in diameter, measured three feet (3') from the base of

the tree or chest height and hanging limbs two inches (2") or greater in diameter existing in the Cities' ROW. Further, debris generated from the removal of hazardous trees and hanging limbs two inches (2") or greater existing in the Cities' ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than twelve inches (12") in diameter, measure three feet (3') from the base of the tree or at chest height, will be flushed cut, loaded, and removed in accordance with "ROW Vegetative Debris Removal". The Cities will not compensate the contractor for leaning trees less than twelve inches (12") in diameter on a unit rate basis. Removal and transportation of hazardous trees twelve inches (12") or greater in diameter and hanging limbs two inches (2") or greater in diameter existing in the Cities' ROW and private property will be performed as identified by the Cities. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the contractor, in writing, by the Cities. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements: (a) the tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare, and safety; (b) the tree is dead, twisted, or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

- 13) Removal of Hazardous Stumps – Remove all hazardous uprooted stumps twenty-four inches (24") or greater in diameter, measured twenty-four inches (24") from the base of the tree existing in the Cities' ROW. Further, debris generated from the removal of uprooted stumps existing in the Cities' ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with terms, conditions, and procedures described in "ROW Vegetative Debris Removal". Stumps measured twenty-four inches (24") from the base of the tree and less than twenty-four inches (24") in diameter will be considered normal vegetative debris and removed in accordance with "ROW Vegetative Debris Removal". The Cities will not compensate hazardous stumps less than twenty-four inches (24") in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty four inches (24") will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table (See Appendix E – FEMA Stump Conversion Table) and removed under the terms and conditions of "ROW Vegetative Debris Removal". Removal and transportation of hazardous uprooted stumps existing in the Cities' ROW and private property will be performed as identified by the Cities. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the contractor, in writing, by the Cities. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirement: (a) the stump is two feet (2') or larger in diameter measured two feet (2') above the ground; and (b) extraction is required as part of the removal. Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under

the terms and conditions of "ROW Vegetative Debris Removal". The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA Stump Conversion Table (See Appendix E – FEMA Stump Conversion Table). (c) The Cities or its representative will measure and certify all stumps before removal.

- 14) Household Hazardous Waste (HHW) Removal, Transport, and Disposal – The removal, transportation, and disposal of HHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
- 15) Abandoned Vehicle Removal - Removal and haul off of abandoned vehicles in areas identified and approved by the Cities. The removed vehicles will be hauled to a Cities' approved staging area and subsequently disposed of by the appropriate regulatory agency. The removal, transportation, and disposal required for Abandoned Vehicle Removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
- 16) Animal Carcass Removal and Disposal – Removal of animal carcasses in areas identified and approved by the Cities. The carcasses will be hauled to a Cities' approved staging area and subsequently disposed of by the appropriate regulatory agency. The removal, transportation, and disposal of animal carcasses includes obtaining all necessary Local, State, and Federal handling permits and operating in accordance with all Federal, State, and Local regulatory agencies.
- 17) Equipment – All trucks and other equipment must be in compliance with all applicable Federal, State, and Local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the contractor mix debris hauled for others with debris hauled under this contract.
- 18) Traffic Control – The contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all contractor work areas. Contractor shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public. Highways, streets or parts of the work area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic. All barricades,

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

- 19) Documentation and Inspections – Storm debris shall be subject to inspection by the Cities and/or their agents. The ability to review such documentation in a real-time manner is preferred. Inspections will be to insure compliance with the contract and applicable Federal, State, and Local laws. The contractor will, at all times, provide the Cities access to all work sites and disposal areas. The contractor and the Cities will have in place, at the TDSRS, personnel to verify and maintain records regarding the origin of all vehicles transporting debris, and the contents and cubic yards of the vehicles entering and leaving the TDSRS. The contractor shall prepare all Federal (FEMA) and State reports for any potential reimbursement. Employees of the Cities and/or their agents shall review all documentation prior to submittal. The contractor will work closely with the Cities, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of likely reimbursement agencies.
- 20) Work Areas – The Cities and/or their agents will establish and approve all areas that the contractor will be allowed to work. The contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition as approved by the Cities. The contractor shall not move from one designated work area to another designated work area without prior approval of the Cities.
- 21) White Goods – The contractor may expect to encounter white goods available for disposal. The contractor will dispose of all white goods encountered in accordance with applicable Federal, State and Local laws and pursuant to the Cities landfill/waste disposal contract. Any white goods containing Freon shall have the Freon removed by a certified technician before the item is disposed.
- 22) Electronic Waste – The contractor may expect to encounter electronic goods available for disposal. The contractor will dispose of all electronic goods in accordance with applicable Federal, State, and Local laws and pursuant to the Cities landfill/waste disposal contract.
- 23) Fill Dirt – The contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps, and other areas that pose a hazard to public access upon direction of the Cities.
- 24) Documentation and Recovery Process – The contractor will provide the following assistance in addition to debris removal:
 - a. Recovery process documentation – create recovery process documentation plan

- b. Maintain documentation of recovery process
 - c. Provide written and oral status reports as requested to the Cities
 - d. Review documentation for accuracy and quantity
 - e. Assist in preparation of claim documentation
 - f. Allow the Cities to document and identify all vehicles used in the debris removal process.
 - g. Digital files of documentation as required
- 25) TDSRS Site Reclamation – Site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations. Site reclamation shall be accomplished in accordance with the contractor’s “Debris Removal Operations Plan and Environmental Protection Plan”.
- 26) Priority of Work Areas – The Cities and/or their agents will establish and approve all areas that the contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. There will be certain debris 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 sole judgment of the Cities although it is anticipated that two (2) complete passes through an area will be necessary with the potential of a third pass being required at the discretion of the Cities.
- 27) Working Hours – All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk. The contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that, at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the contractor deems it necessary and safe, subject to the Cities approval. The contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
- 28) The contractor will provide an on-site Project Manager to the Cities; please note that one (1) Project Manager may serve all three (3) cities. The Project Manager shall provide a telephone number to the Cities with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with Cities’ representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, local coordination, and damage repairs. Frequency of meetings may be adjusted by the Cities. The Project Manager must be available 24 hours a day, or as required by the Cities.
- 29) Contractor is responsible for all damage, injury, or loss to any property. Contractor shall be responsible for documenting all damage. Contractor shall restore all disturbed ditches and property to their original condition, including re-grading, use of rye grass

and permanent grass, and any other means determined to be necessary. Contractor's failure to restore damage to public or private property to the satisfaction of the Cities will result in the Cities withholding retainage money in an amount sufficient to make necessary repairs.

30) Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. Contractor shall pay all such costs to the utility company for any adjustments. Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all Cities' water and sewer facilities shall be made by the contractor.

31) For purposes of certain reimbursement in the event of emergency relief, the Texas Department of Transportation (TxDOT) requires contracts for the removal of debris to incorporate specifically and in detailed format the contract requirements of TxDOT and Federal-Aid Construction Contracts for the Federal Highway Administration Emergency Relief Program Form 1273, Appendix B, the most current edition. These requirements are incorporated into this Request for Proposal and any subsequent contract between the Cities and the contractor. The contractor affirms compliance with the requirements of this document.

Section 2.2 Scope of Work: Debris Removal Contract

The Cities are seeking Firms to coordinate and conduct Emergency Debris Removal Activities. This Request for Proposals includes several scopes of work or scenarios for which any awarded contract may be used. Respondents may submit proposals on any or all of the scenarios or may propose alternate scopes of work or scenarios. Proposals shall clearly indicate which scope of work is being described; should pricing vary dependent upon the scope of work, a separate Schedule A shall be submitted for each scope of work and shall be clearly marked as to which scope of work is applicable to the proposed price structure. All proposals will be evaluated as to their appropriateness. Favorable consideration, however, will be given to proposals that are able to perform all scopes of work.

Section 2.3 Scope of Work No. 1: Spot Jobs – Localized

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

Section 2.4 Scope of Work No. 2: Small Event – Widespread or City Wide

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work as described in Section II, 2.1 (28). The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

Section 2.5 Scope of Work No. 3: Significant Event – Removal, Reduction, Hauling – Woody Debris Only – Widespread or Citywide

In this event, the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch or incinerate), and haul woody debris to a disposal site designated, managed, and operated by a government agency or contractor. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

Section 2.6 Scope of Work No. 4: Significant Event – Removal, Reduction, Hauling, and Separating – Mixed Debris – Widespread or Citywide

In this event, the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch or incinerate), and haul mixed debris to a disposal site(s) designated, managed, and operated by a government agency or contractor. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

Section 2.7 Scope of Work No. 5: Catastrophic Event – Removal, Reduction, Hauling, and Separating – Mixed Debris – Citywide

In this event, the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

Section 2.8 Scope of Work No. 6: Catastrophic Event – Site Management – Citywide

In this event, the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close the cities' debris management sites including burn operations. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the government agency.

Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

Section 2.9 Scope of Work No. 7: Catastrophic Event – Total Management – Citywide

In this event, the contractor will be tasked to combine site management and field operations as listed above for the removal through disposal of mixed debris at multiple and differing sites within the Cities. Proposers shall prove experience with overall management and FEMA requirements, rules, and regulations to qualify for this scope.

Section 2.10 Scope of Services: Technical Disaster Recovery Assistance

The contractor may be called upon to provide disaster recovery technical assistance to appointed and elected officials within the Cities. This assistance shall include Public Assistance Program Management Assistance. This Scope of Services may be implemented alone or in conjunction with any of the Debris Management Scope of Work described previously.

Section 2.11 Program Management Assistance

- 1) Damage Survey Report (DSR) or Project Worksheet (PW)
 - a. Official DSR/PW requests – Assist personnel from the Cities in the following:
 - i. Identification of expenditures eligible for reimbursement
 - ii. Submission of official “request for DSR inspection”
 - b. Local government representation on DSR/PW team – Train and assist personnel from the Cities to accomplish the following:
 - i. Identification of eligible items for reimbursement
 - ii. Review of DSR/PW for accurate scope of work
 - iii. Review DSR/PW for accurate unit costs
 - c. Recovery process documentation – assist City personnel from the Cities in the following:
 - i. Creation of recovery process documentation plan
 - ii. Maintenance of documentation of recovery plan
 - d. Force account labor vs. contract labor
 - i. Recommendations for government officials on need to contract or utilize force account labor
 - e. Recovery process oversight
 - i. Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - ii. DSR/PW tracing through State and Federal process
 - iii. Written and oral status reports to government officials
- 2) Documentation Support

- a. Review records system for applicability to Federal and State requirements
 - b. Orientation and training of personnel from the Cities on requirements for quality and quantity of required documentation.
 - c. Review documentation for accuracy and quantity
 - d. Assist in preparation of claim documentation
 - e. Digital files of documentation as required
- 3) Consultation and negotiation services
- a. Recommendations to government officials on plans of action
 - b. Provide guidance to government officials on issues involving Federal and State reimbursement
 - c. Assist officials of the Cities in negotiations with Federal and State officials
 - d. Other representations as may be requested/required
 - e. Costs for program management services are included in the costs listed in the price schedule. There will be no additional cost for this service.

SECTION III. EMERGENCY RESPONSE PRODUCTS, EQUIPMENT, AND SERVICES

Section 3.1 Purpose

It is the intent of this Request for Proposals to have vendors that are capable of providing all types of products, equipment, and services that may be required in the event of a declared emergency/disaster. This contract would be utilized when City of Port Neches, City of Nederland, and/or City of Groves resources are not able to provide for an emergency/disaster response in an immediate manner. The types of items that may be required include, but are not limited to, generators, lighting, toilet facilities, living accommodations, food/meals for Cities' personnel, etc. as well as on-site response teams to perform a wide range of emergency services.

Section 3.2 Contractor Responses

The Cities shall require a return phone call or response from the contractor, day or night, within two (2) hours of contact from a Cities' representative requesting assistance. The contractor shall furnish to the Cities the correct contact information, to include personnel, telephone numbers, and email addresses, to initiate such a request for assistance. Any change to this information must be communicated within five (5) business days of the change.

The Cities shall require that a representative of the contractor will arrive at the Cities' Emergency Operations Center no later than eight (8) hours after the Cities request for assistance. In an anticipated event, it is the Cities' intent to notify the contractor approximately twelve hours (12) prior to the anticipated initial impact (for example, arrival of tropical force winds) of the event. The representative shall be prepared to shelter at the Cities' facilities and would be responsible for maintaining contact between the Cities and the contractor during the event. Please note that it is expected that one (1) representative will serve all three (3) cities; a representative in each municipality is not required.

Section 3.3 Contractor Requirements

- 1) The contractor shall have the capacity, ability, and experience to respond rapidly with the delivery of products, equipment, and/or services required/requested by the Cities in a declared emergency. The contractor is required to have access to all types of emergency products, equipment, and services.
- 2) Schedule D includes a listing of products, equipment, and services for Port Neches, Nederland, and Groves that will likely be necessary during the initial stages of an event. The contractor shall be able to immediately initiate the delivery process to furnish such products, equipment, and services if required by the Cities.

- a. The Cities also may require that four (4) generators be delivered and installed in advance of the anticipated landfall of a hurricane. It is the intent of the Cities to provide initial notification to the contractor seventy two (72) hours in advance of such anticipated landfall indicating that the generators may be necessary. Notification to the contractor requesting delivery of the generators will be made by the Cities not later than forty – eight (48) hours prior to anticipated landfall. Delivery and installation/hook up shall be completed by the contractor not later than thirty (30) hours prior to anticipated landfall. The generators required shall include three (3) 500 kw and one (1) 250 kw generators, to include all necessary cabling and contractor personnel to install and hook up the generators to the site. The delivery location for these generators shall be Lumberton High School, 103 S. LHS Drive, Lumberton, Texas 77657. This location is equipped with a pre-existing transfer switch.
- 3) The contractor shall be required to provide pricing information for all equipment to include daily rates, weekly rates, delivery charges, and pickup charges in conformance with appropriate Federal and/or State of Texas agencies.
- 4) The contractor shall be required to possess the ability to document/record all transactions within the guidelines and requirements stipulated by Federal and/or State of Texas regulations to allow for reimbursement to the Cities by the appropriate Federal and/or State of Texas agencies.
- 5) The contractor shall possess, have access to, and/or have the ability to acquire the necessary products, equipment, and/or services as specified herein to perform the types, magnitude, and quality of work requested by the Cities.
- 6) The contractor shall have an adequate organizational structure to perform/provide the services associated with this Request for Proposals. The contractor shall have adequate personnel dedicated to contract administration and supervision addressing day-to-day contract administration concerns and questions.
- 7) The contractor shall have the financial resources to effectively perform/provide the services associated with this Request for Proposals. The Cities may require that a contractor, prior to award of bid, furnish an independent, certified audit or financial statement for the most recent fiscal period prior to the date of issuance of this Request for Proposals.
- 8) The contractor shall have at least five (5) years of experience in the provision of emergency products, equipment, and services and the contractor shall be able to demonstrate that it has provided such products, equipment, and services during periods of emergency conditions.

Section 3.4 General Requirements

1) Authorized Contract Users

This contract will be used by or at the direction of the City of Port Neches, the City of Nederland, and/or the City of Groves. The contractor recognizes, understands, and agrees that use of this contract in the event of a declared emergency is optional.

2) Time is of the Essence

The contractor and Cities agree that time is of the essence for performance of this contract. Contractor warrants and guarantees that it will use its best efforts to acquire and deliver required/requested products, equipment, and services at the prices and on the terms quoted herein. The contractor shall fully cooperate and coordinate with the Cities to maximize timely delivery of such products, equipment, and services, as deemed necessary in the best interest of the Cities. The contractor agrees and understands that its guarantee of timely performance hereunder as an inducement of the Cities to enter into this contract, and that the products, equipment, and services covered by this contract will be available on an as needed basis, subject to circumstances then existing.

3) Indemnification

The contractor agrees to indemnify and hold harmless the City of Port Neches, the City of Nederland, the City of Groves, and their officers, agents, and employees from any and all claims, causes of action, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the contractor under this contract, but not including acts or omissions of the City of Port Neches, the City of Nederland, the City of Groves or their officers, agents, or employees in connection with this contract.

4) Non – Assignment

The Cities have entered into this contract on the express understanding that the contractor has the capacity and ability to respond rapidly with the delivery of products, equipment, and services stated herein in a declared emergency. Therefore, the contract may not be assigned, transferred, or conveyed without the prior written consent of the Cities.

5) Compliance with Applicable Codes/Law

It is the responsibility of the contractor to provide products, equipment, and materials which are configured or otherwise compliant with all applicable Federal, State, and/or Cities' safety and health codes, laws, and/or ordinances. The contractor is solely liable for any expenses, fines, or penalties imposed due to a violation, including traffic infractions or parking violations attributable to employees, subcontractors, and/or agents of the contractor.

6) Issuance of Purchase Order

This contract does not constitute a Purchase Order. It is a framework within which the Cities, in the event a declared emergency may issue a Purchase Order to the contractor. Purchase Orders may be transmitted electronically, including e-mail or fax, to facilitate timely delivery on a 24 hour/7 day-a-week basis and are considered to have been submitted to the contractor upon successful transmission.

7) Inspection

The quality of products, equipment, and services shall be subject to inspection by the Cities and/or their agents at any time. Should it be determined, at the sole discretion of the Cities, that the quality of the products and/or equipment delivered or the services being performed are not satisfactory, and that the requirements of the specifications are not being met, the Cities acting on their own behalf, may terminate the contract and employ another contractor to fulfill the requirements of the contract.

8) Stop Work Order/Cancellation for Cause

Upon notice to the contractor and a failure, within twenty-four (24) hours, to cure the stated deficiency, the Cities, at their sole discretion, reserves the right to stop work covered by a Purchase Order. The Cities reserve the right to terminate/cancel this contract in its entirety at any time for cause when the Cities deem that the contractor is unable or incapable of performing the work, including but not limited to meeting the requisite delivery time frames, or otherwise adequately meeting the needs of the declared emergency. In the event of such stoppage or cancellation, the Cities shall provide immediate written notice of the contractor's default and shall have the right to arrange for the completion of the work in such a manner as is deemed in its best interest.

9) Access to Site

The Cities reserves the right to reject and bar from any and all Cities' facilities and/or job sites any subcontractor, agent, or employee of the contractor.

10) Payment of Operators

Where the service provided by the contractor involves the delivery of equipment or heavy machinery without services, and unless otherwise not mutually agreed, it shall be the responsibility of the Cities to furnish labor and pay all operators employed on the equipment during the period of use.

11) Point of Delivery

The contractor shall not ship such products and/or equipment without first obtaining a specified point of delivery from the Cities. The contractor is responsible for obtaining and paying fees for all duties, tariffs, highway and other special permits that may be required for delivery. The prices bid shall be assumed to include all applicable delivery, freight, set up, and shipping charges as well as taxes unless otherwise specified in the

contractor's proposals. The Cities are tax exempt entities and certificates from the Cities shall be furnished upon request by the contractor.

12) Power/Cable Specifications

Unless the parties otherwise agree, products requiring power for operation shall be non-electric. At the option of the Cities, the contractor shall provide, at the expense of the Cities, sufficient electrical cable, of the appropriate size and type, to enable connection to distribution systems identified by the Cities in addition to contractor personnel to hook up generators to the designated site(s).

13) Equipment Condition

Products and equipment provided by the contractor shall be in good working order and, where applicable, be equipped with all OSHA required safeguards. Where equipment is mounted on vehicles/trucks, it must meet at least the minimum manufacturer's recommendation for Gross Vehicle Weight Rating (G.V.W.R.), Front Gross Axle Weight Rating (F.G.A.W.R.) and curb weight. Unsatisfactory and/or unsafe equipment, as determined at the sole discretion of the Cities, shall be picked up by the contractor at no expense to the Cities.

14) Availability of Products and Equipment

The contractor shall deliver products, equipment, and/or services within the time period specified on the bid tabulation sheet or as required herein after the Cities' placement of an order/request. If the product, equipment, and/or services will not be available for delivery within the prescribed time period, the contractor shall inform the Cities as soon as possible in order to allow the City to locate an alternate source for the product or equipment. The failure to provide ordered products, equipment, and/or services within the prescribed time frames may constitute a material breach and grounds for immediate cancellation of the contract upon notice. Additionally, the Cities reserve the right to cancel this contract after twenty-four (24) hours of any order placement if, in the Cities' sole judgment, the contractor does not possess adequate resources or mobilization ability to meet the needs of the emergency by delivering products, equipment, and/or services within the required time frame.

15) Contractor Contract

Upon contact by the Cities informing the contractor of a request for assistance, the contractor shall specify and furnish the name of the contact person, to include a phone number and email address, who can be contacted for all communications and ordering twenty four (24) hours per day, seven (7) days per week during the time of the declared emergency. Should there be any change to this information during the time of the declared emergency, the contractor shall immediately notify the Cities and provide updated information such that no lapse in communication occurs.

16) Product Inventory

The contractor shall supply an equipment inventory along with its invoice, which shall be

verified by a Cities' representative at the time of delivery.

17) Additional Generators

Should the Cities require additional generators during an emergency event, other than those listed in the awarded contract, generator pricing shall remain within the pricing of similar generators quoted within the contract.

Section 3.5 Billing Payments

1) Contract Billing

The contractor shall provide complete and accurate billing invoices to the Cities in order to receive payment. Such invoices shall comply with the necessary standards required by FEMA, other Federal agencies, and/or State agencies, as applicable, to meet auditing and reimbursement criteria.

2) The contractor shall be available and able to assist in providing information and/or resolving issues involving FEMA relative to the performance of the agreement.

3) Responsibility for Payment

In the event that purchases are made by other governmental entities under the scope of this contract, such entity shall be responsible for payment and the contractor shall bill them directly.

SECTION IV. PROPOSED REQUIREMENTS AND RESPONSE FORMAT

Section 4.1 Evaluation

The proposer may be required before the award of any contract to show to the complete satisfaction of the Cities that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the Cities with regard to the proposer's qualifications.

The Cities may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the Cities all information for this purpose that may be requested. The Cities reserve the right to reject the proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the Cities that the proposer is properly qualified to carry out the objectives of the contract and to complete the work described therein.

Section 4.2 Proposal Requirements and Response Format

Proposers shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab numeral.

Tab	Item
------------	-------------

- | | |
|------|--|
| I. | Management summary. The proposer shall provide a cover letter indicating the underlying philosophy of the firm in providing the service. Proposer shall also provide a comprehensive organizational chart. The cover letter and organizational chart shall be limited to one (1) page each. |
| II. | Proposal <ul style="list-style-type: none">▪ Describe, in detail, how the service will be provided.▪ The proposer shall include the mobilization response time necessary to respond to the Cities.▪ The proposer shall include a statement that they will meet all program standards as provided for in the Public Works Annex to the Emergency Management Plan for each respective City.▪ The proposer shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement, and project management.▪ The proposer shall include information regarding the expertise of staff in working with FEMA relative to any issues pertaining to this proposal. |
| III. | Corporate experience capacity. The proposer shall state the size of the firm's staff, the location of the office from which this service is to be performed, the number and nature of the staff to be employed in the performance of this contract. |

- IV. Qualifications. The Proposer shall attach resumes of all involved in the delivery of the offered services.

- V. References. The proposer shall provide at least five (5) references for contracts of similar size and scope, (if available) including at least two (2) references for current contracts of those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also, provide a description of any conflicts, which may have occurred over the last three (3) years with these, or any other contract for similar work.

- VI. Pricing – Debris Removal. The proposer shall provide pricing information relative to providing the services outlined herein. Pricing shall be by cubic yard, unless defined otherwise in Schedule A, including, but not limited to, pickup, transportation and all disposal fees. Pricing shall include all direct and indirect costs including labor, equipment, fuel, disposal fees, and all out-of-pocket expenses. Other services may be listed and priced separately. The Cities are not responsible for expenses incurred in preparing and submitting a proposal. Such costs shall not be included in the proposal.

- VII. Pricing – Emergency Response. The proposer shall provide pricing information relative to providing the products, equipment, and services defined in Schedule D. Pricing shall include all direct and indirect costs including labor, equipment, fuel, and all out-of-pocket expenses. Other services may be listed and priced separately. The Cities are not responsible for expenses incurred in preparing and submitting a proposal. Such costs shall not be included in the proposal.

- VIII. Sample insurance

- IX. Cities of Port Neches, Nederland, and Groves Request for Proposals required documents, in addition to the aforementioned items identified in Section IV., 4.2:
 - Request for Proposals Verification
 - Attachment A, Property Tax Statement
 - Attachment B, Nepotism Statement
 - Attachment C, Non-collusion Statement
 - Attachment D, Debarment Statement
 - Attachment E, Lobbying Statement
 - Attachment F, Byrd Anti-Lobbying Amendment
 - Attachment G, House Bill 89 Verification
 - Attachment H, Senate Bill 252 Verification
 - Attachment I, Conflict of Interest Questionnaire
 - Schedule A, Unit Price Schedule – Debris Removal Services
 - Schedule B, Equipment Availability – Debris Removal Services
 - Schedule C, Safety Record – Debris Removal Services

- Schedule D, Unit Price Schedule – Emergency Response
- Schedule E, Safety Record – Emergency Response
- Schedule F, Exceptions to Proposal

Section 4.3 Type of Contract

The Cities contemplates award of a firm-fixed price contract resulting from this Request for Proposals, subject to potential amendments as noted in Section I, 1.3.

Section 4.4 Personnel to Contact on this Solicitation

Proposers desiring an explanation or interpretation relative to this solicitation must request such information in writing not later than 2:00 p.m. CST April 1, 2024. Oral explanations or instructions will not be binding. Any information given to a proposer, which in the opinion of the City affects all proposers or would be prejudicial to other proposers if not communicated, shall be furnished to all other proposers as an addendum to the solicitation. Direct inquiries as follows:

Andre' Wimer
City Manager
City of Port Neches
P.O. Box 758
Port Neches, TX 77651
(409) 719-4200
awimer@ci.port-neches.tx.us

Section 4.5 Required Information/Documents

All information and completed documents submitted by a proposer in response to this solicitation shall become an integral part of the resultant contract.

Section 4.6 Submission of Proposals

- 1) All sealed proposals consisting of one (1) original and three (3) copies shall be submitted to:
 - a. City Secretary, P.O. Box 758, 1005 Merriman Street, Port Neches, TX 77651;
 - b. Not later than April 11, 2024, 2:00 p.m.
- 2) Proposals may be modified/withdrawn by written notice if received by the Port Neches City Manager before the time and date set for receipt of proposals.
- 3) For a list of documents authorized for transmittal by facsimile, see Section IV., 411.

Section 4.7 Preparation of Proposals

- 1) The proposer's authorized agent shall sign any document in which a signature is required. Proposals signed by an agent shall be accompanied by evidence of that agent's authority. Erasures or other changes must be initialed by the person authorized to sign for the proposer.
- 2) For each item offered in the Price Schedule, proposers shall enter the unit price.
- 3) Proposals for services other than those specified shall not be considered unless authorized by the Request for Proposals.
- 4) Proposers shall thoroughly examine all statements of work/specifications, schedules, drawings, instructions, other documents and attachments, and references included or cited in this Request for Proposals. Failure to do so will not constitute grounds for withdrawal of a proposal after proposal opening, for refusal to execute a contract if awarded by the Cities, or for a claim for equitable or other relief after execution of a contract.

Section 4.8 Issuance of Addenda

- 1) If this Request for Proposals is amended, the Cities will issue appropriate addendum to the Request for Proposals. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- 2) Proposers shall acknowledge receipt of each addendum of this Request for Proposals using one of the following methods:
 - a. By signing and returning the addendum;
 - b. By identifying the addendum number and date in the space provided for this purpose in "Section 2 – Representations/Certifications" of the attached proposed contract;
 - c. By signed letter; or
 - d. By signed facsimile (subject to the conditions specified in Section IV., 4.11).
- 3) The City must receive the acknowledgement by the time and date, and at the location specified for receipt of proposals.

Section 4.9 Discounts for Prompt Payment

Discounts for prompt payment will be considered in the evaluation of proposals. However, any offered discount will form a part of the award. Any such prompt payment discount shall be indicated in the proposal.

Section 4.10 Late Submission

- 1) Any proposal received by the City Secretary after the exact time specified for receipt will not be considered and will be returned unopened.
- 2) Proposers may request withdrawal of a sealed proposal prior to the scheduled submission deadline provided the request for withdrawal is submitted to the Port Neches City Manager in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after the submission deadline.
- 3) If an emergency or unanticipated event interrupts normal Cities processes so as to cause postponement of the scheduled proposal opening, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation of the first work day on which normal Cities processes resume or to such other date and time as provided by the Cities in a written notice to proposers.

Section 4.11 Facsimile Documents

- 1) "Facsimile document," as used in this Request for Proposals means any complete and properly executed document listed below in subparagraph (2) that is transmitted to and received by the City Secretary via electronic equipment that communicated and reproduces both printed and handwritten material. Time of receipt stamped by the receiving equipment shall be conclusive as to time of submission.
- 2) The following documents are authorized for transmittal via facsimile:
 - a. Acknowledgement of any addendum to the Request for Proposals.
 - b. Notification of Withdrawal of Proposal.
- 3) Telephone number of receiving facsimile equipment: 409-719-4302.
- 4) At a minimum, the facsimile document must be identified with the following information
 - a. Name, address, and telephone number of sender;
 - b. Proposal title; and
 - c. Date and time for receipt of proposals.
- 5) If the proposer chooses to transmit a facsimile document listed above in subparagraph (2), the Cities will not be responsible for any failure attributable to transmission or receipt of the facsimile document including, but not limited to, the following:
 - a. Failure to transmit the document to the specified facsimile equipment;
 - b. Receipt of garbled or incomplete document;
 - c. Availability or condition of the receiving facsimile equipment;
 - d. Incompatibility between the sending and receiving equipment;

- e. Delay in transmission or receipt of document;
 - f. Failure of the proposers to properly identify the document;
 - g. Illegibility of document; and/or
 - h. Security of document data.
- 6) The Cities reserve the right to reject any facsimile document based on the conditions of subparagraph (5) above. The apparent successful proposers shall promptly submit any incomplete original document, if requested to do so by the Port Neches City Manager.

Section 4.12 Contract Award – Request for Proposals

- 1) The Cities will evaluate proposals in response to this Request for Proposals and contemplate awarding contracts to the proposers whose proposal conforms to the requirements of this solicitation.
- 2) It is the intent of the Cities to award two (2) contracts to selected proposers in accordance with the guidelines, stipulations, and terms and conditions noted within this Request for Proposals.
- 3) The Cities may:
 - a. Reject any or all proposals;
 - b. Accept other than the lowest cost proposal; and
 - c. Waive informalities or minor irregularities in proposals received.
- 4) The Cities may reject a proposal if the prices proposed are materially unbalanced between line items or sub line items. A proposal will be considered materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work and thereby creating a reasonable doubt that the proposal will result in the lowest overall cost to the Cities, even though it may be the apparent low proposal, or creating circumstances which are deemed tantamount to allowing an advance payment.
- 5) The written award or acceptance of a proposal will be made by the Cities using the attached proposed contract entitled, “Debris Removal Services and Emergency Response Products, Equipment and Services Agreement”. The proposer shall not alter (delete, add, modify, etc.) any portion of this form document without the written concurrence of the Cities.
- 6) Proposers are cautioned to read the proposed contract carefully, as it will be binding on both parties once the written award or acceptance of a proposal is made by the Cities.

Section 4.13 Approval of Resultant Contract

The contract, which may result from this solicitation, is subject to approval and shall not be executed until so approved by the governing bodies of the Cities.

Section 4.14 Costs Incurred by Proposer

The Cities will NOT be responsible, under any circumstances, for any proposal preparation costs or other costs incurred by any proposer before execution of a contract between the Cities and the successful proposer(s).

**REQUEST FOR PROPOSALS VERIFICATION
DEBRIS REMOVAL SERVICES
EMERGENCY RESPONSE PRODUCTS, EQUIPMENT, AND SERVICES
CITIES OF PORT NECHES, NEDERLAND, AND GROVES**

The undersigned affirms that the foregoing information and statements are true and correct and include all material and information to identify and explain the operations of _____ (company name) as well as the ownership thereof.

Having read and understood the instructions, terms, conditions and scope of work, we submit the following:

Witness

Company Name

Date
Signature

Authorized Representative

Printed Name

Title

Correspondence Address

Remit Address

City, State, Zip Code

City, State, Zip Code

Tax Identification Number (Tin/Fien/Ssn)

Telephone Number

Fax Number

E-mail

City of Groves
Agenda Item Information Form

Council Meeting Date: 6/3/2024 Department: City Manager Agenda Item No. 7A

Title for Item (same as to be placed on Agenda): Deliberate and act on the June 3, 2024 Invoice List.

Party(ies) requesting placement of this item on the agenda: City Manager Kevin Carruth

Submitted to City Manager's Office on: Date: 5/28/24 Time: 11:30 a.m. By: C. THIBODEAUX

Explanation of Item: Approval of the invoices for the City that are above \$5,000.

Deadline for Approval: Immediately

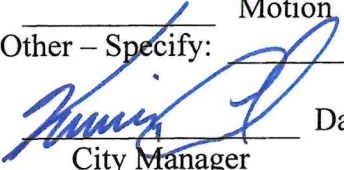
Staff Recommendation: Approval of the list, as presented.

Alternative (if any) for consideration: _____

Identify any attachments to this document: Invoice approval list.

Specific Council Action Requested: None (Information item only) _____ Motion X

Ordinance – Number _____ Resolution – Number _____ Other – Specify: _____

Signed: _____ Date: _____ Approved:  Date: 05/29/24
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item
(if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

Invoice Approval List - June 3, 2024

Vendor	Description	Amount
1. Chameleon Industries	Polymer for Water Plant	\$ 31,023.20
2. City of Port Arthur	Landfill Fees 3/26/24-4/25/24	\$ 18,875.00
3. Core & Main L.P.	Water meter registers	\$ 206,280.00
4. Delta Industrial Service and Supply	Bunker Gear, 4 sets	\$ 11,427.00
5. Leavins Engineering & Design	WWTP permit renewal and engineering for street improvements	\$ 5,000.00
6. Republic Services	Commercial dumpster service April 2024	\$ 6,050.86
7. Silsbee Ford	New Police Truck	\$ 57,230.15
Total		\$ 335,886.21

KC
05/29/24

PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: May 28, 2024

P.O. NUMBER: 09-37272

TO: Kevin Carruth

FROM: David Molbert

Purchase Recommendation

Recommended Company: Chameleon Industries			
Items to be Purchased: Polymer			
ITEM DESC.	QTY	UNIT COST	TOTAL COST
CI4727	40,820	\$0.76	\$31,023.20
Actual unit cost \$ 0.7525			\$0.00
			\$0.00
			\$0.00
<i>* Note: Purchases greater than \$5000.00 Require Council approval before ordering!</i>			\$31,023.20*

REASONS FOR PURCHASE:

Polymer is the primary coagulant used in water treatment.

QUOTES

	COMPANY NAME	COST
1.	Chameleon Ind.	\$ 0.76
2.	AOS Treatment	\$ 0.94
3.	Brenntag	\$ 0.00
4.		\$
5.		\$

CHARGE NUMBER: 11-5-63-02-120 VENDOR NUMBER: 5709

Requested by: *David Molbert* Date: 5-28-24

Approved by: *[Signature]* Date: 5-28-2024
(PW Director)

Approved by: _____ Date: _____
(City Manager)

Date Council Approved _____

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-37206

05/08/2024

ISSUED TO: VEND #: 01-3600
CITY OF PORT ARTHUR
PO BOX 1089
PORT ARTHUR, TX 77640

SHIP TO:
City of Groves Public Works
4925 McKinley Street
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	LANDFILL FEES GARBAGE AND TRASH COLLECTION 3/26/24-4/25/24 NEEDS COUNCIL APPROVAL	05 -5-55-05-020	LANDFILL & DISPOSAL	0.00 18,875.00

*18,875.00 Needs Council
Approval
5,720.00 was approved
May 2024*

DAD
MAY 24 2024
FINANCE

RECEIVED

MAY 21 2024

FINANCE

*** TOTAL *** 18,875.00

ORDERED BY: NICHOLAS POTTER

APPROVED BY: TROY W. FOXWORTH



CITY OF PORT ARTHUR
 PO BOX 1089
 PORT ARTHUR, TX 77641-1089

Invoice

Customer Copy

Payment will be applied to the oldest unpaid invoice

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE		
CITY OF GROVES	04/30/2024	6107	\$0.00	05/30/2024	\$18,875.00		
DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
LANDFILL MUN SER FOR THE MONTH OF - APRIL 2024 SOLID WASTE	1.00	\$18875.000000	EA	\$18,875.00	\$0.00	\$0.00	\$18,875.00
Invoice Total:						\$18,875.00	

09-37206
 32984

PAID
 MAY 24 2024
 FRANCE

CITY OF PORT ARTHUR LANDFILL
 PO Box 1089
 Port Arthur, TX 77641
 (409) 736-7341

INVOICE

Printed 04/30/24	
DATE	PAGE
04/25/24	1
INVOICE NUMBER	
3306	
AMOUNT DUE	AMOUNT PAID
24595.00	\$

City of Groves
 Gala Brown
 3947 Lincoln Ave.
 Groves TX 77619

300077

22 - sludge

ACCOUNT NO.
12

LS, 700.00

DETACH AND RETURN TOP PORTION WITH REMITTANCE

DATE	TICKET	VEHICLE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT
03/26/24	02-455827		REPUBLIC	Wastewater Sludge	20.00	✓260.00
03/26/24	02-455853 ✓	G47		Mixed Trash	30.00	150.00
03/26/24	02-455858 ✓	G45		MSW	24.00	120.00
03/26/24	02-455864 ✓	G44		MSW	31.00	155.00
03/26/24	02-455874 ✓	G59		Mixed Trash	30.00	150.00
03/26/24	02-455880 ✓	G47		Mixed Trash	30.00	150.00
03/26/24	02-455884 ✓	G46		Mixed Trash	24.00	120.00
03/26/24	02-455897 ✓	G42		MSW	28.00	140.00
03/27/24	02-455923		REPUBLIC	Wastewater Sludge	20.00	✓260.00
03/27/24	02-455937 ✓	G44		MSW	31.00	155.00
03/27/24	02-455961 ✓	G47		Mixed Trash	30.00	150.00
03/27/24	02-455968 ✓	G45		MSW	24.00	120.00
03/27/24	02-455989 ✓	G59		Mixed Trash	30.00	150.00
03/27/24	02-455991 ✓	G44		MSW	31.00	155.00
03/27/24	02-455998 ✓	G42	HALF LOAD	MSW	14.00	✓70.00
03/27/24	02-456006 ✓	G47		Mixed Trash	30.00	150.00
03/28/24	02-456028		REPUBLIC	Wastewater Sludge	20.00	✓260.00
03/28/24	02-456046 ✓	G44		MSW	31.00	155.00
03/28/24	02-456049 ✓	G45		MSW	24.00	120.00
03/28/24	02-456052 ✓	G47		Mixed Trash	30.00	150.00
03/28/24	02-456069 ✓	G59		Mixed Trash	30.00	150.00
03/28/24	02-456075 ✓	G44		MSW	31.00	155.00
03/28/24	02-456079 ✓	G45		MSW	24.00	120.00
03/28/24	02-456082 ✓	G46		Mixed Trash	24.00	120.00
03/28/24	02-456087 ✓	G47		Mixed Trash	30.00	150.00
04/01/24	02-456136		REPUBLIC	Wastewater Sludge	20.00	✓260.00
04/01/24	02-456167 ✓	G42		MSW	28.00	140.00
04/01/24	02-456170 ✓	G44		MSW	31.00	155.00
04/01/24	02-456172 ✓	G47		Mixed Trash	30.00	150.00
04/01/24	02-456182 ✓	G59		Mixed Trash	30.00	150.00

PAID

MAY 24 2024

FINANCE

CITY OF PORT ARTHUR LANDFILL
 PO Box 1089
 Port Arthur, TX 77641
 (409) 736-7341

INVOICE

Printed 04/30/24	
DATE	PAGE
04/25/24	2
INVOICE NUMBER	

3306	
AMOUNT DUE	AMOUNT PAID
24595.00	\$

City of Groves
 Gala Brown
 3947 Lincoln Ave.
 Groves TX 77619

ACCOUNT NO.
12

DETACH AND RETURN TOP PORTION WITH REMITTANCE

DATE	TICKET	VEHICLE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT
04/01/24	02-456198 ✓	G42		MSW	28.00	140.00
04/01/24	02-456201 ✓	G44		MSW	31.00	155.00
04/01/24	02-456211 ✓	G47		Mixed Trash	30.00	150.00
04/02/24	02-456227 ✓		REPUBLIC	Wastewater Sludge	20.00	260.00
04/02/24	02-456242 ✓	G42		MSW	28.00	140.00
04/02/24	02-456258 ✓	G59		Mixed Trash	30.00	150.00
04/02/24	02-456261 ✓	G47		Mixed Trash	30.00	150.00
04/02/24	02-456264 ✓	G44		MSW	31.00	155.00
04/02/24	02-456282 ✓	G42		MSW	28.00	140.00
04/02/24	02-456297 ✓	G59		Mixed Trash	30.00	150.00
04/02/24	02-456299 ✓	G47		Mixed Trash	30.00	150.00
04/03/24	02-456317 ✓		REPUBLIC	Wastewater Sludge	20.00	260.00
04/03/24	02-456331 ✓	G45		MSW	24.00	120.00
04/03/24	02-456333 ✓	G44		MSW	31.00	155.00
04/03/24	02-456365 ✓	G59		Mixed Trash	30.00	150.00
04/03/24	02-456367 ✓	G46		Mixed Trash	24.00	120.00
04/03/24	02-456381 ✓	G45		MSW	24.00	120.00
04/03/24	02-456388 ✓	G44		MSW	31.00	155.00
04/03/24	02-456410 ✓	G59		Mixed Trash	30.00	150.00
04/03/24	02-456411 ✓	G46		Mixed Trash	24.00	120.00
04/04/24	02-456431 ✓		REPUBLIC	Wastewater Sludge	20.00	260.00
04/04/24	02-456444 ✓	G44		MSW	31.00	155.00
04/04/24	02-456449 ✓	G45		MSW	24.00	120.00
04/04/24	02-456459 ✓	G46		Mixed Trash	24.00	120.00
04/04/24	02-456473 ✓	G44		MSW	31.00	155.00
04/04/24	02-456486 ✓	G59		Mixed Trash	30.00	150.00
04/04/24	02-456497 ✓	G46		Mixed Trash	24.00	120.00
04/05/24	02-456520 ✓		REPUBLIC	Wastewater Sludge	20.00	260.00
04/08/24	02-456619 ✓		REPUBLIC	Wastewater Sludge	20.00	260.00
04/08/24	02-456650 ✓	G45		MSW	24.00	120.00

PAID
 MAY 24 2024
 FINANCE

CITY OF PORT ARTHUR LANDFILL
 PO Box 1089
 Port Arthur, TX 77641
 (409) 736-7341

INVOICE

Printed 04/30/24	
DATE	PAGE
04/25/24	3
INVOICE NUMBER	
3306	

AMOUNT DUE	AMOUNT PAID
24595.00	\$

City of Groves
 Gala Brown
 3947 Lincoln Ave.
 Groves TX 77619

ACCOUNT NO.
12

DETACH AND RETURN TOP PORTION WITH REMITTANCE

DATE	TICKET	VEHICLE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT
04/08/24	02-456654 ✓	G44		MSW	31.00	155.00
04/08/24	02-456660 ✓	G46		Mixed Trash	24.00	120.00
04/08/24	02-456679 ✓	G45		MSW	12.00	60.00
04/08/24	02-456683 ✓	G59		Mixed Trash	30.00	150.00
04/08/24	02-456695 ✓	G44		MSW	31.00	155.00
04/08/24	02-456710 ✓	G46		Mixed Trash	24.00	120.00
04/09/24	02-456715		REPUBLIC	Wastewater Sludge	20.00	260.00
04/09/24	02-456726 ✓	G45		MSW	24.00	120.00
04/09/24	02-456736 ✓	G59		Mixed Trash	30.00	150.00
04/09/24	02-456742 ✓	G44		MSW	31.00	155.00
04/09/24	02-456749 ✓	G46		Mixed Trash	24.00	120.00
04/09/24	02-456760 ✓	G45		MSW	24.00	120.00
04/09/24	02-456762 ✓	G44		MSW	31.00	155.00
04/09/24	02-456767 ✓	G59		Mixed Trash	30.00	150.00
04/09/24	02-456780 ✓	G46		Mixed Trash	24.00	120.00
04/10/24	02-456793		REPUBLIC	Wastewater Sludge	20.00	260.00
04/10/24	02-456809 ✓	G44		MSW	31.00	155.00
04/10/24	02-456810 ✓	G45		MSW	24.00	120.00
04/10/24	02-456815 ✓	G46		Mixed Trash	24.00	120.00
04/10/24	02-456817 ✓	G59		Mixed Trash	30.00	150.00
04/10/24	02-456830 ✓	G45		MSW	12.00	60.00
04/11/24	02-456858		REPUBLIC	Wastewater Sludge	20.00	260.00
04/11/24	02-456873 ✓	G59		Mixed Trash	30.00	150.00
04/11/24	02-456874 ✓	G44		MSW	31.00	155.00
04/11/24	02-456882 ✓	G45		MSW	24.00	120.00
04/11/24	02-456884 ✓	G46		Mixed Trash	24.00	120.00
04/11/24	02-456905 ✓	G44		MSW	31.00	155.00
04/11/24	02-456922 ✓	G59		Mixed Trash	30.00	150.00
04/11/24	02-456923 ✓	G46		Mixed Trash	24.00	120.00
04/12/24	02-456937		REPUBLIC	Wastewater Sludge	20.00	260.00

PAID
 MAY 24 2024
 FINANCE

CITY OF PORT ARTHUR LANDFILL
 PO Box 1089
 Port Arthur, TX 77641
 (409) 736-7341

INVOICE

Printed 04/30/24	
DATE	PAGE
04/25/24	4
INVOICE NUMBER	
3306	
AMOUNT DUE	AMOUNT PAID
24595.00	\$

City of Groves
 Gala Brown
 3947 Lincoln Ave.
 Groves TX 77619

ACCOUNT NO.
12

DETACH AND RETURN TOP PORTION WITH REMITTANCE

DATE	TICKET	VEHICLE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT
04/12/24	02-456953 ✓	G59		Mixed Trash	30.00	150.00
04/15/24	02-457022		REPUBLIC	Wastewater Sludge	20.00	260.00
04/15/24	02-457041 ✓	G45		MSW	24.00	120.00
04/15/24	02-457052 ✓	G46		Mixed Trash	24.00	120.00
04/15/24	02-457054 ✓	G59		Mixed Trash	30.00	150.00
04/15/24	02-457057 ✓	G44		MSW	31.00	155.00
04/15/24	02-457078 ✓	G45		MSW	12.00	60.00
04/15/24	02-457101 ✓	G44		MSW	31.00	155.00
04/15/24	02-457102 ✓	G46		Mixed Trash	24.00	120.00
04/15/24	02-457116 ✓	G59		Mixed Trash	30.00	150.00
04/16/24	02-457126		REPUBLIC	Wastewater Sludge	20.00	260.00
04/16/24	02-457147 ✓	G46		Mixed Trash	24.00	120.00
04/16/24	02-457149 ✓	G45		MSW	24.00	120.00
04/16/24	02-457162 ✓	G44		MSW	31.00	155.00
04/16/24	02-457177 ✓	G59		Mixed Trash	30.00	150.00
04/16/24	02-457185 ✓	G45		MSW	24.00	120.00
04/16/24	02-457186 ✓	G46		Mixed Trash	24.00	120.00
04/16/24	02-457197 ✓	G44		MSW	31.00	155.00
04/16/24	02-457214 ✓	G59		Mixed Trash	30.00	150.00
04/17/24	02-457225			Wastewater Sludge	20.00	260.00
04/17/24	02-457256 ✓	G46		Mixed Trash	24.00	120.00
04/17/24	02-457265 ✓	G45		MSW	24.00	120.00
04/17/24	02-457276 ✓	G44		MSW	31.00	155.00
04/17/24	02-457277 ✓	G59		Mixed Trash	30.00	150.00
04/17/24	02-457296 ✓	G46		Mixed Trash	24.00	120.00
04/17/24	02-457297 ✓	G49		MSW	15.00	75.00
04/17/24	02-457317 ✓	G59		Mixed Trash	30.00	150.00
04/18/24	02-457336			Wastewater Sludge	20.00	260.00
04/18/24	02-457347 ✓	G44		MSW	31.00	155.00
04/18/24	02-457351 ✓	G45		MSW	24.00	120.00

PAID
 MAY 24 2024
 FRANK

CITY OF PORT ARTHUR LANDFILL
 PO Box 1089
 Port Arthur, TX 77641
 (409) 736-7341

INVOICE

Printed 04/30/24	
DATE	PAGE
04/25/24	5
INVOICE NUMBER	
3306	

AMOUNT DUE	AMOUNT PAID
24595.00	\$

City of Groves
 Gala Brown
 3947 Lincoln Ave.
 Groves TX 77619

ACCOUNT NO.
12

DETACH AND RETURN TOP PORTION WITH REMITTANCE

DATE	TICKET	VEHICLE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT
04/18/24	02-457371✓	G59		Mixed Trash	30.00	150.00
04/18/24	02-457385✓	G45		MSW	12.00	60.00
04/18/24	02-457386✓	G46		Mixed Trash	24.00	120.00
04/18/24	02-457409✓	G46		Mixed Trash	24.00	120.00
04/18/24	02-457417✓	G59		Mixed Trash	30.00	150.00
04/19/24	02-457436		REPUBLIC	Wastewater Sludge	20.00	260.00
04/19/24	02-457451✓	G44		MSW	31.00	155.00
04/22/24	02-457562		REPUBLIC	Wastewater Sludge	20.00	260.00
04/22/24	02-457584✓	G46		Mixed Trash	24.00	120.00
04/22/24	02-457595✓	G59		Mixed Trash	30.00	150.00
04/22/24	02-457599✓	G45		MSW	24.00	120.00
04/22/24	02-457605✓	G44		MSW	31.00	155.00
04/22/24	02-457623✓	G46		Mixed Trash	24.00	120.00
04/22/24	02-457638✓	G45		MSW	12.00	60.00
04/22/24	02-457639✓	G44		MSW	31.00	155.00
04/22/24	02-457655✓	G59		Mixed Trash	30.00	150.00
04/22/24	02-457664✓	G46		Mixed Trash	24.00	120.00
04/23/24	02-457676		REPUBLIC	Wastewater Sludge	20.00	260.00
04/23/24	02-457692✓	G45		MSW	24.00	120.00
04/23/24	02-457698✓	G44		MSW	31.00	155.00
04/23/24	02-457703✓	G46		Mixed Trash	24.00	120.00
04/23/24	02-457718✓	G59		Mixed Trash	30.00	150.00
04/23/24	02-457730✓	G45		MSW	24.00	120.00
04/23/24	02-457732✓	G44		MSW	31.00	155.00
04/23/24	02-457739✓	G47		Mixed Trash	30.00	150.00
04/24/24	02-457763		REPUBLIC	Wastewater Sludge	20.00	260.00
04/24/24	02-457787✓	G59		Mixed Trash	30.00	150.00
04/24/24	02-457796✓	G45		MSW	24.00	120.00
04/24/24	02-457801✓	G47		Mixed Trash	30.00	150.00
04/24/24	02-457807✓	G42		MSW	28.00	140.00

PAID
 MAY 24 2024

CITY OF PORT ARTHUR LANDFILL
 PO Box 1089
 Port Arthur, TX 77641
 (409) 736-7341

INVOICE

Printed 04/30/24

DATE	PAGE
04/25/24	6
INVOICE NUMBER	
3306	

AMOUNT DUE	AMOUNT PAID
24595.00	\$

City of Groves
 Gala Brown
 3947 Lincoln Ave.
 Groves TX 77619

ACCOUNT NO.
12

DETACH AND RETURN TOP PORTION WITH REMITTANCE

DATE	TICKET	VEHICLE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT
04/24/24	02-457825 ✓	G45		MSW	12.00	60.0
04/24/24	02-457839 ✓	G59		Mixed Trash	30.00	150.0
04/24/24	02-457843 ✓	G47		Mixed Trash	30.00	150.0
04/25/24	02-457890 ✓	G42		MSW	28.00	140.0
04/25/24	02-457903 ✓		REPUBLIC	Wastewater Sludge	20.00	✓60.0
04/25/24	02-457909 ✓	G45		MSW	24.00	120.0
04/25/24	02-457910 ✓	G59		Mixed Trash	30.00	150.0
04/25/24	02-457911 ✓	G47		Mixed Trash	30.00	150.0
04/25/24	02-457926 ✓	G42		MSW	28.00	140.0
04/25/24	02-457940 ✓	G45		MSW	12.00	60.0
04/25/24	02-457941 ✓	G47		Mixed Trash	30.00	150.0
04/25/24	02-457951 ✓	G59		Mixed Trash	30.00	150.0
	Net weight	0.00				
				Invoice amount excluding tax/fees		24595.0
				Total tax/fees in invoice		0.0
				Invoice total		24595.0
				<i>Sludge</i>		<i>19,875.00</i>
						<i>19,875.00</i>
				PAID		
				MAY 24 2024		
				FINANCE		

FORM #WW611

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-37219

05/09/2024

ISSUED TO: VEND #: 01-3600
CITY OF PORT ARTHUR
PO BOX 1089
PORT ARTHUR, TX 77640

SHIP TO:
City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1.00	SLUDGE DISPOSAL LANDFILL SLUDGE DISPOSAL	11 -5-64-05-170	5,720.00	5,720.00

BAD
MAY 24 2024
FINANCE

*** TOTAL *** 5,720.00

ORDERED BY: COBY DOUCET

APPROVED BY: TROY W. FOXWORTH



CITY OF PORT ARTHUR
 PO BOX 1089
 PORT ARTHUR, TX 77641-1089

Invoice

Customer Copy

Payment will be applied to the oldest unpaid invoice

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE		
CITY OF GROVES	04/30/2024	6108	\$0.00	05/30/2024	\$5,720.00		
DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
LANDFILL MUN SER WASTEWATER SLUDGE FOR THE MONTH OF APRIL 2024	1.00	\$5720.000000	EACH	\$5,720.00	\$0.00	\$0.00	\$5,720.00
Invoice Total:					\$5,720.00		

RECEIVED
 MAY 07 2024
 FINANCE

PAID
 MAY 24 2024
 FINANCE

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-37246

05/15/2024

ISSUED TO: VEND #: 01-23065
CORE & MAIN L.P.
P.O. BOX 28330
ST. LOUIS, MO 63146

SHIP TO:
City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
0.00	WATER METER REGISTERS WATER METER REGISTERS FROM PREVIOUS FISCAL YEAR ORDER	11 -5-66-03-140	METERS	0.00	206,280.00

RECEIVED
MAY 16 2024
FINANCE

*** TOTAL *** 206,280.00

ORDERED BY: LAMAR OZLEY

APPROVED BY: LAMAR OZLEY



INVOICE

Invoice # U131606
 Invoice Date 4/26/24
 Account # 134834
 Sales Rep ROGER SANDERS
 Phone # 409-866-1899
 Branch # 161 Beaumont, TX
 Total Amount Due \$206,280.00

1830 Craig Park Court
 St. Louis, MO 63146

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST LOUIS, MO 63146

1313 1 MB 0.571 E0416X I0680 D12755760214 S2 P10261264 0001:0001



Shipped to:
 4925 MCKINLEY
 GROVES, TX



CITY OF GROVES
 PO BOX 846
 GROVES TX 77619-0846

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
12/19/23	4/25/24	09-36290				CORE & MAIN LP	U131606

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
4206RW2G13	5/8 ENHANCED R900I REGISTER WITH INTERNAL ANTENNA NEPTUNE RW2G13	1146	1146		180.00000	EA	206,280.00

RECEIVED

MAY 07 2024

FINANCE

- Manage billing online
- Reprint invoices
- Retrieve proof of deliveries

Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight	Delivery	Handling	Restock	Misc.		Subtotal:	206,280.00
						Other:	0.00
						Tax:	0.00
						Invoice Total:	\$206,280.00

Terms: NET 30
 Ordered By: LAMAR

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

Invoice

INVTX23-1706



Order Reference:
Sales Order: SOTX23-6197

Delta Fire & Safety TX

**Groves, City of : Groves Fire
Department
6150 Short St.
Groves, 77619
TX
USA**

3159 Summit Dr.
Port Neches, TX 77651

Document Date Due Date Payment Terms Customer PO
January 24, 2024 February 23, 2024 Net 30

No.	Description	Quantity	Unit Price	Line Amount
TXGROV00024	S25 89BG Coat Gold - Groves FD TX - 2022	4	1,667.00	6,668.00
TXGROV00025	S34 89BG Pants Gold - Groves FD TX - 2021	4	1,186.00	4,744.00
804-6369	Meets NFPA 1971. Flexible L-Protection? Puncture- Resisting Insole Material. Two Row Padded Leather Top. Shaft Vapor Exhaust Vents. Built in Shin Gaurd. ASTM F2413-11 M I/75/C/75 COMPOSITE SAFETY TOE. EH Rated. Tested for and meets CAN/CSA-Z195 ELECTRIC SHOCK RESISTANCE. Reinforced Leather Pull Straps. 3M? Scotchlite? Reflective Material - High Visibility Piping. \nM 5 - 16\nW 5 - 16\nXW 5 - 16	0	360.00	0.00

PAID
MAY 24 2024
FINANCE

Home Page
deltafas.com

Phone No.
409-724-1055

Email
orders@deltafas.com

Invoice INVTX23-1706

January 24, 2024

Page 2 / 2

804-6369	Meets NFPA 1971. Flexible L- Protection? Puncture- Resisting Insole Material. Two Row Padded Leather Top. Shaft Vapor Exhaust Vents. Built in Shin Gaurd. ASTM F2413-11 M I/75/C/75 COMPOSITE SAFETY TOE. EH Rated. Tested for and meets CAN/CSA-Z195 ELECTRIC SHOCK RESISTANCE. Reinforced Leather Pull Straps. 3M? Scotchlite? Reflective Material - High Visibility Piping. \nM 5 - 16\nW 5 - 16\nXW 5 - 16	0	644.00	0.00
SHIPPING	Freight Charges	1	15.00	15.00
Subtotal				11,427.00
Total Tax				0.00
Total \$				11,427.00
Open Amount				11,427.00

Accepted Payment Methods: Check, ACH, and Credit Card*

*Credit Card Payments are subject to a 3.5% Convenience Fee

*All Returns must be within 30 days and are subject to a minimum 20% restocking fee.

PAID
MAY 24 2024
FRANCO

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-37239

05/15/2024

ISSUED TO: VEND #: 01-23655
LEAVINS ENGINEERING & DESIGN , LLC

SHIP TO:
City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1.00	WWTP PERMINT RENEWAL WWTP PERMIT RENEWAL 98% DONE.	11 -5-64-06-180	STATE/FED FEES & PERMITS 1,200.00	1,200.00

PAID
MAY 17 2024
FINANCE

RECEIVED
MAY 17 2024
FINANCE

*** TOTAL *** 1,200.00

ORDERED BY: COBY DOUCET
APPROVED BY: TROY W. FOXWORTH



LEAVINS ENGINEERING & DESIGN, LLC

3250 Eastex Freeway
Beaumont, TX 77703
Phone: (409) 245-5130

INVOICE

Invoice Number: 2311029
Date: December 20, 2023
Project Number: L111-004

City of Groves

Attn: Billeaud, Lance
3947 Lincoln Avenue
Groves, TX 77619

City of Groves - 2023 WWTP Permit Renewal

For Professional Services Rendered Through: November 30, 2023

Engineering services for this period has included the development of the City of Groves WWTP TCEQ Discharge Permit Renewal application. The permit renewal application is approximately 98% complete and is planned to be submitted to the TCEQ once signature forms and WWTP effluent samples are returned by the City.

Fee Services

	Contract Amount	Percent Complete	Fee Earned	Prior Billings	Current Billings
City of Groves - 2023 WWTP Permit Renewal	\$6,000.00	85.00	\$5,100.00	\$3,900.00	\$1,200.00
	\$6,000.00		\$5,100.00	\$3,900.00	\$1,200.00

\$1,200.00

Invoice Total

\$1,200.00

Please remit payment to:
Leavins Engineering & Design, LLC
3250 Eastex Fwy
Beaumont, TX 77703

ACH: First State Bank of Texas
Routing: 114916705
Account: 2000470764

TAD
MAY 17 2024
PROJECT

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-37242

05/15/2024

ISSUED TO: VEND #: 01-23655
LEAVINS ENGINEERING & DESIGN , LLC

SHIP TO:
City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
0.00	ENGINEERING FOR STREET ENGINEERING FOR STREET IMPROVEMENTS	01 -5-44-05-100	STREET MATERIALS	0.00	3,800.00

RECEIVED

MAY 16 2024

FINANCE

PAID

MAY 17 2024

FINANCE

*** TOTAL *** 3,800.00

ORDERED BY: LANCE BILLEAUD

APPROVED BY: LAMAR OZLEY



City of Groves, Texas
 3947 Lincoln Avenue
 Groves, TX 77619

August 28, 2023
 Project No.: 22-754
 Invoice No.: 2307107

Attn: Mr. Lance Billeaud

City of Groves
 2021 GLO CDBG-DR
 Street Improvements Project - Phase III

For professional services rendered for the period July 1, 2023 thru July 31, 2023.

Project Summary No. 7

<u>PROJECT</u>	<u>CONTRACT AMOUNT</u>	<u>AMOUNT BILLED</u>	<u>PREVIOUS BILLED</u>	<u>CURRENT AMOUNT</u>
Basic Services	\$ 50,000.00	\$ 38,200.00	\$ 34,400.00	\$ 3,800.00
TOTALS:	\$ 50,000.00	\$ 38,200.00	\$ 34,400.00	\$ 3,800.00

TOTAL DUE THIS INVOICE: \$ 3,800.00

PAID
 MAY 17 2024
 FINANCE

PLEASE REMIT TO:
 3250 Eastex Fwy
 Beaumont, TX 77703

ACH: First State Bank of Texas
 Routing: 114916705
 Accounting: 2000470764

8/28/2023s

City of Groves, Texas
 3947 Lincoln Avenue
 Groves, TX 77619



August 28, 2023
 Project No.: 22-754
 Invoice No 2307107

City of Groves, Texas
 2021 GLO CDBG-DR
 Street Improvements Project - Phase III

For professional services rendered for the period July 1, 2023 thru July 31, 2023

Project Summary No. 7

Description	Percent of Contract	Contract Amount	Percent Complete	Total Amount Billed	Previous Amount Billed	Current Amount
Survey / Field Data Collection	7%	\$ 3,500.00	100%	\$ 3,500.00	\$ 3,500.00	\$ 0.00
Geotechnical Services	10%	\$ 5,000.00	100%	\$ 5,000.00	\$ 5,000.00	\$ 0.00
Engineering Design Phase	37%	\$ 18,500.00	100%	\$ 18,500.00	\$ 18,500.00	\$ 0.00
Bidding Phase	10%	\$ 5,000.00	100%	\$ 5,000.00	\$ 5,000.00	\$ 0.00
Construction Phase Engineering	16%	\$ 8,000.00	40%	\$ 3,200.00	\$ 2,400.00	\$ 800.00
Construction Inspection	20%	\$ 10,000.00	30%	\$ 3,000.00	\$ 0.00	\$ 3,000.00
TOTALS:	100%	\$ 50,000.00	76%	\$ 38,200.00	\$ 34,400.00	\$ 3,800.00

TOTAL DUE THIS INVOICE: \$ 3,800.00

SUMMARY OF CURRENT SERVICES

Services during this period included coordination with the contractor, review of pay requests and construction inspection.

PAID
 MAY 17 2024
 FINANCE

Lamar Ozley

From: L Billeaud
Sent: Wednesday, May 15, 2024 9:51 AM
To: Lamar Ozley
Cc: Kevin Carruth
Subject: RE: LEAD - Past Due Invoices

With Phase III of the 2021 GLO program, we decided to add some additional work that included engineering. That is what this invoice should be about.

Thank you,

LANCE BILLEAUD
Fire Chief/EMC
Groves Fire Dept.
5911 W Washington Blvd.
Groves, TX 77619

409-960-5761 office
409-540-0024 cell
lbilleaud@cigrovestx.com

From: Lamar Ozley <LOzley@cigrovestx.com>
Sent: Wednesday, May 15, 2024 9:07 AM
To: L Billeaud <LBilleaud@cigrovestx.com>
Cc: Kevin Carruth <KCarruth@cigrovestx.com>
Subject: FW: LEAD - Past Due Invoices

Do you remember what this LEAD engineering was for? Susan Stover with Waxman says it is not related to the GLO CDBG grant.

Lamar A. Ozley
Director of Finance
City of Groves

Mail: 3947 Lincoln Avenue, Groves, Texas 77619
Office: (409) 960-5774
Fax: (409) 963-3388
E-mail: lozley@cigrovestx.com
Web: www.cigrovestx.com

PAID
MAY 17 2024
FINANCE



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From: Kevin Carruth <KCarruth@cigrovestx.com>
Sent: Tuesday, May 14, 2024 4:38 PM
To: Lamar Ozley <LOzley@cigrovestx.com>
Subject: FW: LEAD - Past Due Invoices

It was yesterday morning.

Kevin Carruth, City Manager
City of Groves
3947 Lincoln Avenue
Groves, Texas 77619-4604
Ph: (409) 960-5773
Email: kcarruth@cigrovestx.com



From: Jeff Leavins <jleavins@leadllc.com>
Sent: Tuesday, May 14, 2024 11:05 AM
To: lozley@cigrovestx.com409-960-5774; Kevin Carruth <KCarruth@cigrovestx.com>
Cc: Emily Vaglica <evaglica@leadllc.com>
Subject: LEAD - Past Due Invoices

Kevin / Lamar,

Good morning. I am following up on two (2) past due invoices (attached). Please see the below detail.

- **City of Groves HMAC Street Project (Phase III) - \$3,800** (the engineering fees were paid directly from local funds and not with GLO grant funds)
- **City of Groves WWTP Permit Renewal - \$1,200**

If we have made an error, please let us know. Please feel free to call / email me with any questions.

Thanks,

Jeff D. Leavins, P.E.
President

LEAD

PAID
MAY 17 2024
FINANCE

Leavins Engineering & Design, LLC

3250 Eastex Freeway
Beaumont, Texas 77703

Texas Registered Engineering Firm No. F-22257

www.leadllc.com

O: 409.245.5130

D: 409.245.5149

C: 409.673.6134

E: jleavins@leadllc.com



PAD
MAY 17 2024
FINANCE

Lamar Ozley

From: susan@waxmaninc.com
Sent: Wednesday, May 15, 2024 9:21 AM
To: Lamar Ozley; susan.stover@sbcglobal.net
Subject: RE: LEAD - Past Due Invoices

Correct. The City did a number of streets with local funds concurrently with the grant project, and this invoice was for the design and management of this project.

Susan

From: Lamar Ozley <LOzley@cigrovestx.com>
Sent: Wednesday, May 15, 2024 9:06 AM
To: susan@waxmaninc.com; susan.stover@sbcglobal.net
Subject: RE: LEAD - Past Due Invoices

I just want to be clear. This invoice is not related to the GLO CDBG grant; thus, you and your office is not involved, correct?

Regards,

*Lamar A. Ozley
Director of Finance
City of Groves*

Mail: 3947 Lincoln Avenue, Groves, Texas 77619
Office: (409) 960-5774
Fax: (409) 963-3388
E-mail: lozley@cigrovestx.com
Web: www.cigrovestx.com

PAID
MAY 17 2024
FINANCE



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From: susan@waxmaninc.com <susan@waxmaninc.com>
Sent: Tuesday, May 14, 2024 5:20 PM
To: Lamar Ozley <LOzley@cigrovestx.com>; susan.stover@sbcglobal.net
Subject: RE: LEAD - Past Due Invoices

Lamar –

LEAD would have probably sent this invoice directly to Lance as this was a contract separate from the grant for the additional street work. I do not have a copy of it being sent to my office. I did find correspondence from LEAD's accounting person in November and again in February looking for payment on this invoice and me explaining that this was a local invoice and not a grant invoice and that she should contact you or Lance.

Wish I could provide you with more info. Feel free to give me a call this evening or tomorrow.

Susan
409-489-3815

From: Lamar Ozley <LOzley@cigrovestx.com>
Sent: Tuesday, May 14, 2024 4:47 PM
To: susan@waxmaninc.com; susan.stover@sbcglobal.net
Subject: FW: LEAD - Past Due Invoices

Can you please check the status of this invoice related to our cdbg project and let me know

*Lamar A. Ozley
Director of Finance
City of Groves*

Mail: 3947 Lincoln Avenue, Groves, Texas 77619
Office: (409) 960-5774
Fax: (409) 963-3388
E-mail: lozley@cigrovestx.com
Web: www.cigrovestx.com



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MAY 17 2024
FINANCE

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From: Kevin Carruth <KCarruth@cigrovestx.com>
Sent: Tuesday, May 14, 2024 4:38 PM
To: Lamar Ozley <LOzley@cigrovestx.com>
Subject: FW: LEAD - Past Due Invoices

It was yesterday morning.

Kevin Carruth, City Manager
City of Groves
3947 Lincoln Avenue
Groves, Texas 77619-4604
Ph: (409) 960-5773
Email: kcarruth@cigrovestx.com



From: Jeff Leavins <jleavins@leadllc.com>
Sent: Tuesday, May 14, 2024 11:05 AM
To: lozley@cigrovestx.com409-960-5774; Kevin Carruth <KCarruth@cigrovestx.com>
Cc: Emily Vaglica <evaglica@leadllc.com>
Subject: LEAD - Past Due Invoices

Kevin / Lamar,

Good morning. I am following up on two (2) past due invoices (attached). Please see the below detail.

- **City of Groves HMAC Street Project (Phase III) - \$3,800** (the engineering fees were paid directly from local funds and not with GLO grant funds)
- **City of Groves WWTP Permit Renewal - \$1,200**

If we have made an error, please let us know. Please feel free to call / email me with any questions.

Thanks,

Jeff D. Leavins, P.E.
President

LEAD

Leavins Engineering & Design, LLC

3250 Eastex Freeway
Beaumont, Texas 77703

Texas Registered Engineering Firm No. F-22257

www.leadllc.com

O: 409.245.5130

D: 409.245.5149

C: 409.673.6134

E: jleavins@leadllc.com

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MAY 17 2024

FINANCE



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MAY 17 2021
FINANCE

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-37203

05/08/2024

ISSUED TO: VEND #: 01-440110
REPUBLIC SERVICES INC
P.O. BOX 78829

PHOENIX, AZ 85062-8829

SHIP TO:
City of Groves Public Works
4925 McKinley Street
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	CONTAINER SERVICE REPUBLIC CONTAINER SERVICE- \$6,050	05 -5-55-05-050	0.00	6,050.86

6,050.86 Needs Approval
9,289.92 approved 5/20

RECEIVED

MAY 21 2024

FINANCE

PAID
MAY 24 2024
FINANCE

*** TOTAL *** 6,050.86

ORDERED BY: NICHOLAS POTTER

APPROVED BY: TROY W. FOXWORTH

01 0120
32980



6425 Highway 347
Beaumont TX 77705
Customer Service (409) 724-2371
RepublicServices.com/Support

Account Number 3-0862-9486201
Invoice Number 0862-001177677
Invoice Date April 26, 2024
Past Due on 04/26/24 \$18,769.73
Payments/Adjustments -\$11,793.64
Current Invoice Charges \$6,050.86

Important Information
It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Total Amount Due \$6,050.86	Payment Due Date Past Due
---------------------------------------	-------------------------------------

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 03/30	78826	-\$9,309.05
Inv# 001170400 Dated 03/26/24		-\$138.39
Re: Waste/Recycling Overage		
Inv# 001170400 Dated 03/26/24		-\$396.04
Re: Pickup Service		
Inv# 001170400 Dated 03/26/24		\$396.04
Re: Pickup Service		
Inv# 001172985 Dated 04/09/24		-\$2,346.20
Re: Pickup Service		

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Act Once Hair Studio 3710 Lincoln Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
Advanced Fiberglass 6171 Hansen Blvd PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
Air Solutions 4748 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
✓ Alpha Bitz Early Learning 6900 39th St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Waste/Recycling Overage 04/05 Pickup Service 04/01-04/30		1.0000	\$46.13 \$42.93	\$46.13 \$42.93

PAID
MAY 24 2024
FINANCE

Past Due	30 Days \$0.00	60 Days \$0.00	90+ Days \$0.00
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Responsible Party

All waste services are managed, performed, and billed for by individual operating subsidiaries of Republic Services, Inc. Republic Services, Inc. itself does not perform any waste services, nor does it contract for such services. The operating entity providing your waste service is identified on your invoice. Accordingly, all obligations to you, including providing quality service and billing you for service, rests with the operating entity identified on your invoice.

Residential Customers

If you are a residential customer receiving service without a signed customer service agreement, your service is subject to and governed by the Service Terms for Residential Customers located at Republicservices.com/customer-support/residential-service-terms, which include a **CLASS ACTION WAIVER** and **ARBITRATION CLAUSE**, and our right to charge you a container removal fee upon termination of service, among other terms. These terms are subject to change so please review them upon receipt of your invoice. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice. Please note that some or all of the Service Terms for Residential Customers may not apply if your services are subject to terms mandated by a governmental entity in your locality.

Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Understanding Our Rates, Charges and Fees

If you are receiving service without a signed customer service agreement, please visit RepublicServices.com/Fees to review the financial terms and conditions relating to your service. If you are receiving service pursuant to a written contract, but have questions relating to any charges or fees, RepublicServices.com/Fees provides a detailed description of our most common charges and fees. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice.

PAID
MAY 24 2024
FINANCE

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	



6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

3-0862-9486201
0862-001177677
April 26, 2024

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Bg Trucking 6249 Gulfway Dr PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
Cacique Rebeca J 3048 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
Castillo Enrique 6099 Smith PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
Christian Church 5505 25th St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
Christina Touch 3320 Twin City Hwy PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
Dabel Family Dentistry 4048 Lincoln Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
Davis, Bryan & Stacy 6000 Terrell St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 6 Cu Yd, 2 Lifts Per Week Pickup Service 04/01-04/30			\$171.71	\$171.71
Drago Westend Hardware 5110 Twin City Hwy PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Lock Replacement 04/01-04/30 Pickup Service 04/01-04/30		1.0000	\$7.50 \$128.77	\$7.50 \$128.77
Dumesnil Maria H 3848 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$128.77	\$128.77
Electrical Solutions 4400 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
Groves Middle School 5201 Wilson St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 2 Waste Container 8 Cu Yd, 6 Lifts Per Week				

PAD
MAY 24 2024
FINANCE



6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

3-0862-9486201
0862-001177677
April 26, 2024

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Pickup Service 04/01-04/30		2.0000	\$343.00	\$686.00
Groves Plumbing 2449 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$85.84	\$85.84
Groves Red Apple 6286 32nd St PO MICHAEL TENTRUP				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Waste/Recycling Overage 03/28		1.0000	\$46.13	\$46.13
Waste/Recycling Overage 04/25		1.0000	\$46.13	\$46.13
Pickup Service 04/01-04/30		1.0000	\$85.85	\$85.85
Groves Vet Clinic 5998 39th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$128.78	\$128.78
Gtfcu 5211 E Parkway St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Hanson Brady 3548 E Parkway St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Lock Replacement 04/01-04/30		1.0000	\$7.50	\$7.50
Pickup Service 04/01-04/30			\$128.78	\$128.78
Hendons Car Wash 08 3740 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$128.77	\$128.77
Jeffeco Pumbing 2731 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Kids Harbor Learning Center 3601 Main PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$85.84	\$85.84
Knights Of Columbus 3749 Lincoln Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 2 Lifts Per Week				
Lock Replacement 04/01-04/30			\$7.50	\$7.50
Pickup Service 04/01-04/30			\$171.71	\$171.71
Lopez Ramon C 5649 Gulfway Dr PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93

J*

PAD
MAY 24 2024
FRANCIS



6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

3-0862-9486201
0862-001177677
April 26, 2024

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
P&P Rentals And Supply 5225 39th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Lock Replacement 04/01-04/30		1.0000	\$7.50	\$7.50
Pickup Service 04/01-04/30			\$85.84	\$85.84
Pham Nga Ngoc 2200 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$85.84	\$85.84
Phillips Florist 5235 39th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Realtly Homestead 6255 Warren St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$128.77	\$128.77
Rentals P&P 2807 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Roussell Clement, Mdpa 6265 39th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Tammie Pitre 3900 Pure Atlantic Rd PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$85.84	\$85.84
Sandgod Mahendrasinh G 2831 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Seitz Emily 3522 Twin City Hwy PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Senior Citizens Center 5649 W Washington St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$85.84	\$85.84
Sturdivant, Tommy 4010 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				

PAID
MAY 24 2024
PERMANENCE



6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

3-0862-9486201
0862-001177677
April 26, 2024

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Pickup Service 04/01-04/30			\$42.93	\$42.93
Superior Abatement 3500 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Superior Group 3166 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$85.84	\$85.84
The Donut Shop 5100 Twin City Hwy PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
The Mission's Attic 3300 Twin City Hwy PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$85.84	\$85.84
Traingle Pawn #4 3400 Twin City Hwy PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Twin City Front End 2548 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Van Buren Elementary 6400 Van Buren St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 8 Cu Yd, 3 Lifts Per Week				
Pickup Service 04/01-04/30			\$343.00	\$343.00
Groves National Little League 5105 Grant PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Groves Water Plant 5020 Wilson PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Stephen Merchantel 5130 Twin City Hwy PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Top Line Electric 3050 E Parkway St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				

BAD
MAY 24 2024
PRINCE



6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

3-0862-9486201
0862-001177677
April 26, 2024

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Pickup Service 04/01-04/30			\$128.77	\$128.77
Hwy 73 Auto Detail 6149 32nd St St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Lock Replacement 04/01-04/30			\$7.50	\$7.50
Pickup Service 04/01-04/30			\$85.84	\$85.84
Acadian Ambulance Services 2946 Franklin St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Jefferson Co Pony League 5800 W Washington PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$128.77	\$128.77
Hpt Paint Collision Preformanc 5321 39th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$42.93	\$42.93
Pizza Artista 3814 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 8 Cu Yd, 2 Lifts Per Week				
Waste/Recycling Overage 04/25 [?]		1.0000	\$46.13	\$46.13
Pickup Service 04/01-04/30			\$228.66	\$228.66
B&B Mini Mart 6850 25th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$128.77	\$128.77
Starbucks-Groves 3990 Twin City Hwy PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 8 Cu Yd, 4 Lifts Per Week				
Pickup Service 04/01-04/30			\$457.32	\$457.32
Rpm Trucking 2611 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 05/01-05/31			\$42.93	\$42.93
Advannova 4500 Main Ave PO EARLINE WRIGHT				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$85.84	\$85.84
Chick-Fil-A 5100 W Parkway St PO Michael Tentrup				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
2 Waste Container 8 Cu Yd, 6 Lifts Per Week				
Pickup Service 04/01-04/30			\$686.00	\$686.00

✓*

PAID
MAY 24 2024
RECEIVED



6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

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3-0862-9486201
0862-001177677
April 26, 2024

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Well- Med 5301 39th St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 4 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$85.84	\$85.84
Steven Dahl 5901 39th St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 4 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$85.84	\$85.84
Dressin Up 4242 Lincoln Ave PO MIKE TETRUP Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
Jami's Snack Shack 6050 39th St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
Groves Intermediate School _ F 5840 W Jefferson Blvd PO Jackie Havard Groves, TX Contract: 9486201 Groves Commercial (C2) 2 Waste Container 8 Cu Yd, 6 Lifts Per Week Pickup Service 04/01-04/30			\$685.99	\$685.99
Prosurve Technical Services 2929 W Parkway St PO Chad Cassia Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$42.93	\$42.93
✓ Groves Primary School 3901 Cleveland Ave PO Jackie Havard Groves, TX Contract: 9486201 Groves Commercial (C2) 2 Waste Container 8 Cu Yd, 10 Lifts Per Week Waste/Recycling Overage 04/04		1.0000	\$46.13	\$46.13
Williams Air Conditioning 4401 Lincoln Ave PO WILLIAMS AC Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 8 Cu Yd, 2 Lifts Per Week Pickup Service 04/01-04/30			\$228.66	\$228.66
Sylvias Tacos 3303 Taft Ave PO WILLIAMS AC Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 4 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30		1.0000	\$85.84	\$85.84
Tropicana Apartments Of Groves 5035 Monroe St PO TROPICANA APART Groves, TX Contract: 9486201 Groves Commercial (C2) 2 Waste Container 8 Cu Yd, 4 Lifts Per Week Pickup Service 04/01-04/30		2.0000	\$228.66	\$457.32
Courtyard Manor 5500 Whitaker St CSA A910797795 Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 8 Cu Yd, 1 Lift Per Week Pickup Service 04/01-04/30			\$200.90	\$200.90

PAID
MAY 24 2024
FINANCE



6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

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3-0862-9486201
0862-001177677
April 26, 2024

CURRENT INVOICE CHARGES

<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Camden Place Condominiums 1 6801 Camden Ln CSA A910797794 Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 8 Cu Yd, 2 Lifts Per Week Pickup Service 04/01-04/30			\$228.66	\$228.66
Camden Place Condominiums 2 6851 Whitby Ln CSA A910797792 Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 8 Cu Yd, 2 Lifts Per Week Pickup Service 04/01-04/30			\$228.66	\$228.66
✓ Sam's China Inn 4848 Twin City Hwy Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Waste/Recycling Overage 04/04 Pickup Service 04/01-04/30		1.0000 1.0000	\$46.13 \$128.78	\$46.13 \$128.78
CREDIT APPLIED - CHICK FIL A				(\$2346.20)
CREDIT APPLIED - ON ACCOUNT				(\$598.00)
CURRENT INVOICE CHARGES, Due by May 16, 2024				\$6,050.86

PAYED
MAY 24 2024
FALLEN

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-37220

05/09/2024

ISSUED TO: VEND #: 01-440110
REPUBLIC SERVICES INC
P.O. BOX 78829

PHOENIX, AZ 85062-8829

SHIP TO:
City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1.00	SLUDGE DISPOSAL SLUDGE HAUL TO LANDFILL	11 -5-64-05-170	9,289.92	9,289.92

PAID
MAY 24 2024
FINANCE

*** TOTAL *** 9,289.92

ORDERED BY: COBY DOUCET
APPROVED BY: TROY W. FOXWORTH



6425 Highway 347
Beaumont TX 77705

Customer Service (409) 724-2371
RepublicServices.com/Support

Important Information

It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Account Number 3-0862-1266188
Invoice Number 0862-001178767
Invoice Date April 30, 2024
Past Due on 04/30/24 \$18,630.60
Payments/Adjustments -\$9,315.30
Current Invoice Charges \$9,289.92

Total Amount Due \$18,605.22	Payment Due Date Past Due
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PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 04/18	78972	-\$9,315.30

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Groves Water Reclaim Ctr>fel 4925 Mckinley Ave CSA SAG052501 Groves, TX				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 04/01-04/30			\$139.17	\$139.17
Fuel Recovery Fee				\$28.72
Location Total				\$167.89

RECEIVED

Groves Water Reclaim Ctr>fel 1222 Taft Ave MASA 6034997R01 Port Arthur, TX				
2 Waste Container 2 Cu Yd, 2 Lifts Per Week				
Pickup Service 04/01-04/30			\$233.47	\$233.47
Fuel Recovery Fee				\$48.19
Location Total				\$281.66

MAY 17 2024
FINANCE

Groves Water Reclaim Ctr>rol 1222 Taft Ave PO Robert Harding Port Arthur, TX				
1 Waste Container 20 Cu Yd, 5 Lifts Per Week Special Waste				
Pickup Service 03/28		1.0000	\$348.95	\$348.95
St 159680 M 2717819 Wt 456028				
Pickup Service 04/01		1.0000	\$348.95	\$348.95
St 131031 M 2717818 Wt 456136				
Pickup Service 04/02		1.0000	\$348.95	\$348.95
St 131035 M 2717817 Wt 456227				
Pickup Service 04/03		1.0000	\$348.95	\$348.95
St 131037 M 2717816 Wt 456317				
Pickup Service 04/04		1.0000	\$348.95	\$348.95
St 159538 M 2717815 Wt 456431				

DAD
MAY 24 2024
POST OFFICE

Past Due	30 Days \$9,315.30	60 Days \$0.00	90+ Days \$0.00
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6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

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3-0862-1266188
0862-001178767
April 30, 2024

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Pickup Service 04/05		1.0000	\$348.95	\$348.95
St 159543 M 2717814 Wt 456520				
Pickup Service 04/08		1.0000	\$348.95	\$348.95
St 131042 M 2717813 Wt 456619				
Pickup Service 04/09	Chance	1.0000	\$348.95	\$348.95
St 131044 M 2717812 Wt 456715				
Pickup Service 04/10		1.0000	\$348.95	\$348.95
St 127188 M 2717811 Wt 456793				
Pickup Service 04/11	Chance	1.0000	\$348.95	\$348.95
St 131047 M 2717810 Wt 456858				
Pickup Service 04/12	Chance	1.0000	\$348.95	\$348.95
St 131049 M 2717809 Wt 456937				
Pickup Service 04/15	Chance	1.0000	\$348.95	\$348.95
St 159952 M 2717808 Wt 457022				
Pickup Service 04/16		1.0000	\$348.95	\$348.95
St 159954 M 2717807 Wt 457126				
Pickup Service 04/17	Chance	1.0000	\$348.95	\$348.95
St 159956 M 2717806 Wt 457225				
Pickup Service 04/18		1.0000	\$348.95	\$348.95
St 122934 M 271805 Wt 457336				
Pickup Service 04/19		1.0000	\$348.95	\$348.95
St 122937 M 2717804 Wt 457436				
Pickup Service 04/22	Chance	1.0000	\$348.95	\$348.95
St 159960 M 2717803 Wt 457562				
Pickup Service 04/23		1.0000	\$348.95	\$348.95
St 122942 M 2717802 Wt 457676				
Pickup Service 04/24		1.0000	\$348.95	\$348.95
St 122947 M 2717801 Wt 457763				
Pickup Service 04/25		1.0000	\$348.95	\$348.95
St 158645 M 2717800 Wt 457903				
Pickup Service 04/26		1.0000	\$348.95	\$348.95
St 149700 M 2717799 Wt 457972				
Fuel Recovery Fee				\$1,512.45
Location Total				\$8,840.35
Total Fuel Recovery Fee				\$1,589.35
CURRENT INVOICE CHARGES, Due by May 20, 2024				\$9,289.95



PAID
MAY 24 2024
POLICE

PURCHASE ORDER

City of Groves

PURCHASE ORDER # 09-36787

03/05/2024

ISSUED TO: VEND #: 01-440295
 SILSBEE FORD
 1211 HIWY 96 NORTH

 SILSBEE, TX 77656

SHIP TO:
 City of Groves City Hall
 3947 Lincoln Avenue
 Groves, TX 77619
 Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
1.00	A. BASE PRICE	01 -5-31-09-140	AUTOMOBILE	19,322.00	19,322.00
1.00	B. PUBLISHED OPTIONS	01 -5-31-09-140	AUTOMOBILE	32,312.00	32,312.00
1.00-	B.P.OPTIONS DISCOUNT	01 -5-31-09-140	AUTOMOBILE	1,000.05	1,000.05-
1.00	C. ADDITIONAL OPTION	01 -5-31-09-140	AUTOMOBILE	5,739.00	5,739.00
1.00	FLOOR PLAN INTEREST	01 -5-31-09-140	AUTOMOBILE	445.75	445.75
1.00	LOT INSURANCE	01 -5-31-09-140	AUTOMOBILE	111.45	111.45
1.00	GOODBUY ADM. FEE	01 -5-31-09-140	AUTOMOBILE	300.00	300.00

NEW PATROL UNIT / 2023 FORD-SERIES
 A. BASE PRICE \$19,322.00
 B. TOTAL OF B. PUBLISHED OPTIONS \$32,312.00
 PUBLISHED OPTION DISCOUNT(5%)-\$1,000.05
 C. TOTAL OF C. UNPUBLISHED OPTIONS \$5,739.00
 D. FLOOR PLAN INTEREST \$445.75
 E. LOT INSURANCE \$111.45
 SUBTOTAL \$56,930.15
 GOODBUY ADMINISTRATIVE FEE \$300.00
 TOTAL \$57,230.15

RECEIVED
 MAY 23 2024
FINANCE

*** TOTAL *** 57,230.15

ORDERED BY: CLARISBEL LOPEZ
 APPROVED BY: CHRISTOPHER ROBIN

531.04.140



PRODUCT PRICING SUMMARY
GOODBUY 17-17 8F000 VEHICLES
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF GROVES Prepared by: KEN DURBIN
 Contact: CHRIS ROBIN MO # 626-1292 Phone: MO # 409-284-1009
 Email: CROBIN@CIGROVESTX.COM Email: KDURBIN.COWBOYFLEET@GMA
 Product Description: 2023 FORD-SERIES Date: March 4, 2024

A. Bid Item: 6 A. Base Price: \$ 19,322.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
W1E	F-150 CREW CAB 4X4 5.5"BED	\$ 12,311.00		WHITE EXT / GRAY INT	
85A	POWER GROUP / WINDOWS & LOCKS	\$ 1,445.00			
99F	5.0L V-8 GAS ENGINE	\$ 1,595.00		CUSTOMER PICK UP	
50S	CRUISE CONTROL	\$ 225.00			
XQ9	TRACTION LOCK AXLE	\$ 399.00	20	4 CORNING LIGHTS / 6 GRILL GUARD	\$ 2,445.00
18B	FACTORY RUNNING BOARDS	\$ 499.00		LIGHTS / 6 RUNNING BOARD LIGHTS	
1	2023 MODEL & GPC CHANGE	\$ 12,150.00		2 REAR LIC PLATE LIGHTS / 1 FRONT	
				1 REAR CAB LIGHT MINI LIGHT.	
1	HARD REAR SEAT W-SEAT BELT EXT	\$ 745.00	1	SIREN SWITCHBOX COMBO	\$ 299.00
			1	100 WATT SPEAKER	\$ 199.00

Total of B. Published Options: \$ 32,312.00

Published Option Discount (5%) \$ (1,000.05)

C. Additional Options [not to exceed 25%] \$= 11.1 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG.	\$ 125.00	FULL GRILL GUARD	\$ 645.00
TINT WINDOWS	\$ 299.00	CITY'S STRIPE PKG GHOST	\$ 780.00
EQ SERVICES	\$ 2,445.00	INSTALL CUSTOMER RADIO	INC
		BACK FLIP BED COVER	\$ 1,445.00

Total of C. Unpublished Options: \$ 5,739.00

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 445.75
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ 111.45
- F. Contract Price Adjustment: _____ \$ -
- G. Additional Delivery Charge: 0 miles \$ -
- H. Subtotal: \$ 56,930.15
- I. Quantity Ordered 1 x K = \$ 56,930.15
- J. Trade in: _____ \$ -
- K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00
- L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 57,230.15

Invoice #: 00907F

(409) 895-3800
 FAX (409) 895-3884
 1-800-464-2749



1211 U.S. Hwy. 96 N.
 P.O. Box 815
 Silsbee, Texas 77656

FORD, INC.
 Government & Commercial Sales

Tax ID # 76-0533144

SOLD TO: CITY OF GROVES
 ADDRESS PO BOX 846
 GROVES, TX 77619

DEAL# 070208
 SALESMAN Kenneth Durbin

DATE 5/2/2024

MAKE	MODEL	NEW OR USED	VIN NO.	Color: WHITE	
2023 FORD	F150 SUPER	New	1FTFW1E50PKG00907	PRICE OF VEHICLE OPTIONAL EQUIP. & ACCESS.	56,930.15 300.00
RO. # 09-36787 REQ. # GOODBUY				ESP WARR. N/A	
GOODBUY FEE <div style="text-align: center;"> RECEIVED 300.00 MAY 21 2024 FINANCE </div> VEHICLE INVOICE				SALES TAX LICENSE AND TITLE	N/A N/A
				TOTAL CASH PRICE	57,230.15
				FINANCING INSURANCE	
				TOTAL TIME PRICE	57,230.15
				SETTLEMENT: DEPOSIT CASH ON DELIVERY TRADE-IN <u> N/A </u> PAY-OFF <u> N/A </u> PAY-OFF TO TYPE N/A VIN NO.	N/A N/A
PAYMENTS					
				TOTAL	57,230.15

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS