AGREEMENT
BETWEEN
NATURAL RESOURCE TRUSTEES
AND
CITY OF PORT NECHES
CONCERNING
PORT NECHES RIVERFRONT PARK BOAT RAMP
AND PARK IMPROVEMENTS PROJECT

This Agreement is entered into by the Texas General Land Office (GLO), the Texas Commission on Environmental Quality (TCEQ), and the Texas Parks and Wildlife Department (TPWD) (collectively, "Trustees"), all State of Texas agencies and Natural Resource Trustees, and the City of Port Neches ("Performing Party"), a local government of the State of Texas.

1. PARTY REPRESENTATIVES

Trustees and Performing Party (collectively, the "Parties") have a respective point of contact, referred to as a project officer, for oversight and coordination of project implementation in accordance with this Agreement. Trustees and Performing Party may change their respective project officers by written notice to each other of the name, address, telephone number and email of the new project officer seven days prior to the change, or if seven days' notice is not feasible, as soon as possible. The project officers are as follows:

1.1 Performing Party Project Officer (PO):

André Wimer, City Manager
City of Port Neches
P.O. Box 758
Port Neches, TX 77651
Phone: (409) 719-4208
Email: awimer@ci.port-neches.tx.us

1.2 Trustee Project Officer (TPO):

Carly Vaughn
Natural Resource Damage Assessment Trustee Program
Texas General Land Office
P. O. Box 12873
Austin, TX 78711-2873
Phone: (512) 463-3550
Email: carly.vaughn@glo.texas.gov

2. AUTHORITY

The Parties enter into this Agreement under the legal authority provided by Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Additionally, Trustees enter into this Agreement in accordance with the legal authorities provided to each Trustee by the Oil Pollution Act of 1990, 33 U.S.C. 2701 et seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; and any other applicable laws or authorities.

3. PURPOSE OF AGREEMENT

This Agreement sets forth the terms and conditions upon which Trustees and Performing Party will cooperatively conduct authorized governmental functions and activities consistent with the May 2021 "Final Damage Assessment and Restoration Plan for the *Torm Mary* Oil Spill into the Neches River." Specifically, Trustees agree to provide funds for Performing Party to add and rehabilitate boat ramp and park improvements at the Port Neches Riverfront Park in the City of Port Neches, Jefferson County, Texas, in accordance with the Work Plan in Exhibit A (the "Project"). The Project is intended to restore and enhance recreational uses of natural resources, including boating, fishing, hunting, and wildlife viewing.

4. EXHIBITS

The following exhibits are attached or incorporated by reference into this Agreement:

Exhibit A Work Plan (including the Budget)

5. AGREEMENT PERIOD

5.1 **Agreement Period.** The Agreement begins on the Effective Date and ends on the Expiration Date. The Effective Date of the Agreement is the date of last signature. The Expiration Date is the date upon which Trustees provide written approval of the Project Completion Report, unless extended or modified by written agreement of the Parties or terminated pursuant to this Agreement.

5.2 **Amendments.** Except as specifically allowed by the Agreement, any changes to the Agreement, Work Plan, or Budget will require a written amendment executed by the Parties.

5.3 **Extensions.** Trustees and Performing Party may extend the Expiration Date by a written amendment executed by the Parties. Unless otherwise indicated in the applicable amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Agreement Period.

6. FUNDS

6.1 **Trustee Funding.** The source of Trustee funding for the Project is a settlement of natural resource damages liability associated with the *Torm Mary* Oil Spill into the Neches River (the "Settlement Funds"). It is understood and agreed that the funds below may only be provided from the Settlement Funds allocated to this Project and are subject to the availability of the Settlement Funds.

6.2 **Maximum Authorized Reimbursement.** Unless otherwise modified in writing by Trustees, the total amount of funds provided by Trustees for the Project shall not exceed the amount of $115,000.

6.3 **Overpayment.** Performing Party agrees to return, refund, or repay to Trustees any sum which Trustees determine represents an overpayment to Performing Party or represents funds not used in strict accordance with the terms of this Agreement. Within 30 days after Trustees request in writing the return of an

identified sum, Performing Party shall return, refund, or repay the identified sum if the matter has not been resolved to Trustees' satisfaction.

6.4 **Duplicate Funds.** Performing Party agrees that it will not receive duplicate funds from another source for the Project costs reimbursed by Trustees under this Agreement.

6.5 **No Debt against the State.** This Agreement shall not to be construed as creating any financial obligation or debt against the Trustees or the State of Texas.

7. ALLOWABLE COSTS

7.1 **Conforming Activities.** Trustees will reimburse Performing Party for necessary and reasonable allowable costs that are incurred and paid by Performing Party in the implementation of the Project.

7.2 **TxGMS.** Allowable costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the TxGMS apply to this Agreement, including the criteria for allowable costs.

8. BUDGET AND REIMBURSEMENT

8.1 **Budget.** Performing Party shall implement the Project in accordance with the Budget (Section III of the Work Plan) and all other provisions of the Agreement and Work Plan.

8.2 **Reimbursement Requests.** Performing Party shall invoice Trustees to request reimbursement. Performing Party's invoices must conform to all reimbursement requirements specified by Trustees. Upon request, Performing Party shall submit additional records in support of reimbursement requests.

8.2.1 **Invoice Submittal**. Once construction activities (Task 2 in the Work Plan) begin, invoices must be submitted to the TPO at quarterly intervals. Final invoices must be submitted within 60 days after construction is completed. All invoices must be submitted in a format that clearly show how the budget control requirement is being met.

8.2.2 **Supporting Records.** Performing Party shall submit records and documentation to the TPO as appropriate for the review and approval of invoices. Trustees may reject invoices that lack appropriate supporting documentation. The TPO has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent. Performing Party shall maintain records subject to the terms of this Agreement.

9. FINANCIAL MANAGEMENT

9.1 Performing Party shall have a financial management or accounting system which accounts for costs in accordance with generally accepted accounting standards and principles. Performing Party shall allow Trustees to review the adequacy of the financial management system. The system shall:

9.1.1 Provide for the identification and segregation of project costs between the budget categories;

9.1.2 Maintain records which adequately identify the source and application of funds provided under this Agreement. Such records must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;

9.1.3 Provide internal control by maintaining effective control and accountability for all cash, real and personal property and other assets paid for under this Agreement. All such property acquired with project funds must be adequately safeguarded and used solely for authorized purposes;

9.1.4 Provide budget control by comparing outlays and expenditures with budgeted amounts for the money provided by Trustees. Financial information must be related to performance or productivity data;

9.1.5 Support accounting records with source documentation, including cancelled checks, paid invoices, payrolls, time and attendance records, and subcontract documents;

9.1.6 Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of this Agreement or applicable statutes;

9.1.7 Follow TxGMS in determining the reasonableness, allowability, and allocability of costs notwithstanding the source of funding for this Agreement; and

9.1.8 Permit preparation of reports required by this Agreement.

10. PERFORMING PARTY

10.1 **Performing Party's Responsibility for the Project.** Performing Party undertakes performance of the Project and Work Plan as its own project and does not act in any capacity on behalf of Trustees nor as a Trustees' agent or employee. Performing Party agrees that the Project and Work Plan are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance.

10.2 **Independent Contractor.** The Parties agree that Performing Party is an independent contractor. Nothing in this Agreement shall create an employee-

employer relationship between Performing Party and Trustees. Nothing in this Agreement shall create a joint venture between Trustees and Performing Party.

10.3 **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any work on the Project under a direct or indirect contract with Performing Party are considered to be the acts and omissions of Performing Party. All work performed for Performing Party by a subcontractor must be pursuant to an appropriate written contract between Performing Party and the subcontractor and it must not be inconsistent with the terms of this Agreement.

10.4 **No Third-Party Beneficiary.** Trustees do not assume any duty to exercise any of its rights and powers under the Agreement for the benefit of third parties. Nothing in this Agreement shall create a contractual relationship between Trustees and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with Performing Party.

11. TIMING AND SUBMITTALS

11.1 **Time is of the Essence.** Performing Party's timely performance is a material term of this Agreement.

11.2 **Delays.** Where Performing Party's performance is delayed, except by Force Majeure or act of Trustees or as specifically allowed in the Work Plan, Trustees may withhold or suspend reimbursement, terminate the Agreement for cause, or enforce any of its other rights.

11.3 **Schedule and Submittals.** Performing Party shall adhere to the following in implementing the Project:

11.3.1 Performing Party shall develop and submit the preliminary design plans to Trustees for review and approval. Prior to approval, Performing Party shall use best efforts to address Trustees' comments, concerns, and requests for revisions in a timely manner.

11.3.2 Performing Party shall submit any necessary permit application documents to Trustees for review and approval prior to submittal of any permit packages to permitting entities. Prior to submitting permit packages, Performing Party shall use best efforts to address Trustees' comments, concerns, and requests for revisions in a timely manner. Additionally, within its sphere of influence and control, Performing Party shall use best efforts to ensure permits are issued in a timely manner.

11.3.3 After receiving any necessary permits, Performing Party shall develop and submit the 100% design plans to Trustees for review and approval. Trustees must approve in writing the 100% design prior to the commencement of construction.

11.3.4 During construction, Performing Party shall provide Trustees quarterly updates describing the progress of the Project, any issues encountered, and any other information that may be of interest to Trustees.

11.3.5 Within 90 days after completing construction and monitoring activities, Performing Party shall submit a draft Project Completion Report to Trustees for review and approval. The Project Completion Report must include a summary or Project activities, contract deliverables, a list of all construction expenditures, photographs, and other records to sufficiently demonstrate Project completion as described in the Work Plan. Upon request from Trustees, Performing Party shall provide Trustees with additional information and supporting documents to supplement the Project Completion Report. Additionally, Performing Party shall complete corrective action measures if Trustees determine in their discretion that the construction was not completed in accordance with the approved specifications. Prior to submitting a final Project Completion Report, Performing Party shall address any Trustee comments on the draft Project Completion Report and complete any corrective action measures. Trustees must approve in writing the final Project Completion Report.

12. RECORDS AND AUDITS

12.1 **Audit of Funds.** Performing Party understands that acceptance of funds under this Agreement acts as acceptance of the authority of Trustees, the State Auditor's Office, and any successor agencies or representatives thereof to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with these entities or their successors in the conduct of the audit or investigation, including providing all records requested at a location agreed upon by Trustees.

12.2 **Records.** Performing Party shall establish and maintain all records related to implementation of the Project in accordance with generally accepted business and accounting practices, consistently applied.

12.2.1 Such records must include financial records, performance information, financial data used in the preparation or support for any cost (direct or indirect) information or analysis, and cost information or analysis sent to Trustees.

12.2.2 Financial records regarding this Agreement shall be retained for a period of three (3) years after Trustee approval of the Project Completion Report. However, if Performing Party is aware of any litigation, claim, negotiation, audit, cost recovery or other action, including actions concerning costs of items to which an audit exception has been taken, relating to the project that started before the expiration of the three-year record retention period, Performing Party shall maintain such records and be subject to such audit requirements until completion of the action or resolution of all issues which arise from any litigation, claim, negotiation, audit, cost recovery or other action, or until the end of the three-year record retention period, whichever is later. The entities designated above will have access to records at any reasonable time for as long as the records are maintained by Performing Party. Performing Party agrees to transfer records in its custody to Trustees upon their request.

12.3 **Access.** Performing Party shall allow access during business hours to its records by Trustees and other state agencies for the purpose of inspection and audit.

12.4 **Subcontracts.** Performing Party shall ensure that this paragraph concerning audit and records under this Agreement is included in any subcontract it awards.

13. CONFLICT OF INTEREST

13.1 Performing Party shall maintain an internal policy regarding conflicts of interest and shall adhere to said policy with respect to any potential or actual organizational or personal conflict of interest for its employees or any contractors and subcontractors.

13.2 For work performed under this Agreement by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to Trustees any actual, apparent, or potential conflicts of interest, including disclosure of:

13.2.1 Any fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractors; or

13.2.1 Any organizational conflicts of interest between Performing Party and its subcontractors.

13.3 No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Project, nor have access to information regarding any portion of the Project, without Trustees' written consent. Performing Party agrees that Trustees have sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Agreement.

14. QUALITY AND ACCEPTANCE

All work performed under this Agreement must be complete and satisfactory in the reasonable judgment of Trustees. All materials and equipment must be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Agreement.

15. INTELLECTUAL PROPERTY

15.1 **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Work Plan, or incident to the use or possession of any deliverable under the Agreement. Performing Party shall obtain and furnish to Trustees: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for Trustees non-commercial purposes, and other purposes of the State of Texas.

15.2 **Grant of License.** Performing Party grants to Trustees a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial Trustees purpose any preexisting intellectual property belonging to Performing Party that is incorporated into any new works created as part of the Work Plan, intellectual property created under this Agreement, and associated user documentation.

16. INSURANCE AND INDEMNIFICATION

16.1 **Insurance.** Unless prohibited by law, Performing Party shall require its contractors to obtain and maintain during the Agreement Period adequate insurance coverage sufficient to protect Performing Party and Trustees from all claims and liability for injury to persons and for damage to property arising from the Agreement. Unless specifically waived by Trustees, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

16.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, PERFORMING PARTY AGREES TO HOLD TRUSTEES AND THEIR ASSOCIATED AGENCIES HARMLESS TO THE FULL EXTENT PERMITTED UNDER STATE AND FEDERAL LAW FROM AND AGAINST ANY AND ALL CLAIMS DEMANDS AND CAUSES OF ACTION TO THE EXTENT ARISING FROM THE MISCONDUCT, NEGLIGENCE, OMISSIONS, OR RECKLESS ACTS OF PERFORMING PARTY OR ITS EMLOYEES OR AGENTS IN CONNECTION WITH THE PERFORMANCE OR SERVICES OR WORK BY PERFORMING PARTY UNDER THIS AGREEMENT.

TO THE EXTENT AUTHORIZED BY LAW, PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING ACTIVITIES ON BEHALF OF PERFORMING PARTY UNDER THIS AGREEMENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TRUSTEES AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF TRUSTEES SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TRUSTEES. THIS CONVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.

17. TERMINATION

17.1 **Termination for Cause.** Trustees may, upon providing 10 days' written notice and the opportunity to cure to Performing Party, terminate this Agreement for cause if Performing Party materially fails to comply with the Agreement including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice Trustees' other remedies authorized by this Agreement or by law.

17.2 **Termination for Convenience.** Trustees may, upon providing 10 days' written notice to Performing Party, terminate this Agreement for convenience. Termination shall not prejudice any other right or remedy of Trustees or Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

17.3 If, after termination for cause by Trustees, it is determined that Performing Party had not materially failed to comply with the Agreement, the termination shall be deemed to have been for the convenience of Trustees.

18. DEFAULT AND REMEDIES

18.1 Performing Party shall be considered in default under this Agreement if any one or more of the following events occur, provided that Performing Party has received written notice of such potential default from Trustees and has failed to cure the potential default within 30 days from the date of said notice. If Performing Party has begun a good faith effort to cure the potential default within the 30-day period, Performing Party may be allowed additional time, if deemed reasonable by Trustees in their sole discretion, as needed to cure the potential default.

18.2 **Events of Potential Default.** Each of the following shall constitute an event of potential default (Event of Potential Default) under this Agreement, at the reasonable discretion of Trustees:

18.2.1 If Performing Party fails to comply with any term or provision contained in this Agreement.

18.2.2 If Performing Party makes an assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors.

18.2.3 If at any time Performing Party knowingly or negligently makes any representation in the Work Plan, which is incorrect in any material respect.

18.2.4 If Performing Party knowingly or negligently submits any request for payment to Trustees which is incorrect in any material respect.

18.2.5 If Performing Party knowingly or negligently submits any report or certification to Trustees related to the Projects which is incorrect in any material respect.

18.3 **Remedies.** Upon the occurrence of any such Event of Potential Default and failure of Performing Party to cure such potential default as provided above, Trustees may declare Performing Party in default and may, as appropriate, withhold payments to Performing Party or require Performing Party to refund any payments received prior or subsequent to the event of default. In addition,

Trustees may terminate this Agreement and avail themselves of any appropriate legal remedies.

18.4 **No Waiver.** A waiver of any Event of Potential Default shall not be considered a waiver of any other or subsequent Event of Potential Default, and any delay or omission in the exercise or enforcement of the rights and powers of Trustees shall not be construed as a waiver of any such rights or powers.

19. SOVEREIGN IMMUNITY

This Agreement does not waive any sovereign or governmental immunity to which either Party is entitled by law. The Parties agree that nothing in this Agreement waives the sovereign immunity of the State of Texas, GLO, TCEQ, or TPWD. The Parties further agree that all claims, suits, or obligations arising under or relating to this Agreement are subject to and limited to the availability of funds appropriated by the Texas Legislature for that respective claim, suit, or obligation.

20. SURVIVAL OF OBLIGATIONS

Except where a different period is specified in this Agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, survive for three (3) years beyond the termination or completion of the Agreement, or until three (3) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Agreement or which in Trustees' opinion is related to the subject matter of the Agreement. Either Party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other Party.

21. MISCELLANEOUS PROVISIONS

21.1 **State, Federal Law.** This Agreement is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.

21.2 **Severability.** If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

21.3 **Assignment.** No delegation of the obligations, rights, or interests in the Agreement, and no assignment of payments by Performing Party will be binding on Trustees without its written consent, except as restricted by law. No assignment will release or discharge Performing Party from any duty or responsibility under the Agreement.

21.4 **Venue.** Performing Party agrees that the Agreement is being performed in Travis County, Texas, because this Agreement has been performed or

administered, or both, in Travis County, Texas. Performing Party agrees that any cause of action involving this Agreement arises solely in Travis County, Texas.

21.5 **Publication.** Performing Party agrees to notify Trustees five (5) days prior to the publication or advertisement of information related to this Agreement. All reports, news releases, other publicity, and other materials prepared for publication pursuant to or as a result of this Agreement shall acknowledge the funding support from Trustees as well as the support and participation of each Trustee in the implementation of the Project. Performing Party agrees not to use Trustees' logo or Trustees' graphic as an advertisement or endorsement without written permission signed by the appropriate Trustee's authority. Public reports or other publications, news releases, and other publicity issued by Performing Party shall be submitted to Trustees through the TPO for approval prior to release.

21.6 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by Trustees, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Agreement activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

21.7 **Compliance with Laws.** Trustees rely on Performing Party to perform all Agreement activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

21.8 **Counterparts.** This Agreement may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

22. TRUSTEES' AND PERFORMING PARTY'S SIGNATURES

The undersigned each acknowledge that they have authority to sign this Agreement on behalf of the Party that they represent.

City of Port Neches, Performing Party

By: _____ 2/6/23
Signature Date

André Wimer
Printed Name

City Manager
Title

Texas Commission on Environmental Quality, Trustee

By: Erin E. Chancellor _____ 02/28/2023

Erin E. Chancellor
Interim Executive Director

Date

Texas General Land Office, Trustee

By: DocuSigned by: 7C299F4374E7497... 3/15/2023

Mark Havens
Chief Clerk/Deputy Land Commissioner

Date

Texas Parks and Wildlife Department, Trustee

By: _____ _____
David Yoskowitz, Ph.D. Date
Executive Director

Exhibit A

Work Plan, including the Budget

WORK PLAN

Port Neches Riverfront Park Boat Ramp and Park Improvements Project
City of Port Neches, Jefferson County, Texas

The Port Neches Riverfront Park Boat Ramp and Park Improvements Project (the "Project") is a partnership between the Texas Commission on Environmental Quality, the Texas General Land Office, and the Texas Parks and Wildlife Department (collectively, the "Trustees"), all agencies of the State of Texas and Natural Resource Trustees, and the City of Port Neches (the "City").

The Project goal is to enhance recreational boating amenities at the Port Neches Riverfront Park to compensate the public for recreational use losses that occurred as a result of the August 2004 *Torm Mary* Oil Spill into the Neches River, Jefferson County, Texas. The City owns and operates the Port Neches Riverfront Park located at 601 Grigsby Avenue in the City of Port Neches, Jefferson County, Texas. During the *Torm Mary* Oil Spill, the park served as the central command for cleanup operations, and the boat ramp and adjoining facilities were temporarily closed to the public.

This Project is a component of a larger effort to improve public recreational amenities and connect the west side of the park to the boat launch area. The City will use *Torm Mary* settlement funds provided by the Trustees, which the City will consolidate with other funding sources. *Torm Mary* settlement funds will directly support construction costs of recreational boating amenities as described herein.

I. Project Description

This Project will rehabilitate the existing boat launch area at the Port Neches Riverfront Park to enhance human use of natural resources, including fishing, hunting, wildlife viewing, and boating. The boat launch, which consists of two boat ramps, serves as the only publicly accessible launch site with access to the Neches River and Sabine Lake between north Beaumont and Sabine Pass. Over the years, natural conditions and storm events have deteriorated the boat ramp infrastructure. Project rehabilitation efforts will support long-term public enjoyment of natural resources.

II. Project Tasks and Deliverables

Task 1: Project Planning and Engineering

The City will hire a Professional Engineer to prepare preliminary and final engineering and design plans for improvements to recreational boating amenities. Throughout the design process, the City will provide design iterations to the Trustees for review and comment. The City will provide draft permit applications to the Trustees for review and approval. The City will use best efforts to revise the documents to address Trustee comments prior to submission to applicable regulatory agencies. The City will coordinate with federal, state, and local agencies to obtain any necessary permits and authorizations required for construction. Construction bids will be solicited in accordance with all applicable State procurement laws and requirements. The City will award the contract to a qualified construction contractor.

Task 1 activities must be completed to the Trustees' satisfaction prior to the City proceeding with bid solicitation for construction. *Torm Mary* settlement funds will not be used to support Task 1 activities.

Deliverables:

- Preliminary and final engineering and design plans for Trustee review and approval
- Draft permit applications for Trustee review and approval
- Copies of any required permits and authorizations
- Executed construction contract

Task Duration: Task 1 activities are expected to be completed within 6 months of the City executing the agreement for engineering services.

Task 2: Construction

The selected construction contractor will construct a kayak launching ramp, replace a deteriorating bulkhead to reinforce the existing boat ramp, remove an existing asphalt parking area, and install concrete pavement for boat staging in accordance with the final design plans. If additional components are needed to support Project completion (as identified during engineering and design), the City will obtain written approval from the Trustees prior to expending *Torm Mary* settlement funds on construction of the additional components. During construction, the City will provide the Trustee Project Officer with quarterly progress reports to update the Trustees on construction progress.

Deliverables:

- Quarterly progress reports
- Quarterly invoices, including supporting documentation

Task Duration: Task 2 activities are expected to be completed within 6 months of the City issuing the Notice To Proceed for construction. The City may delay construction to avoid amenity closures during the peak use season (i.e., summer months).

Task 3: Monitoring

During construction, the project engineer will oversee construction activities and coordinate with the City and construction contractor to monitor progress. Following construction, the project engineer will conduct a final inspection and prepare a post construction as-built survey to verify the Project was built in accordance with the design specifications. The project engineer will work with the City and construction contractor to verify all punch list items are adequately addressed prior to issuing the certificate of substantial completion. *Torm Mary* settlement funds will not be used to support Task 3 activities.

Deliverables:

- As-built survey
- Certificate of substantial completion

Task Duration: Task 3 activities are expected to be completed within 6 months of the City issuing the Notice To Proceed for construction.

Task 4: Project Completion Report

Once monitoring is completed, the City will prepare a Project Completion Report. The Project Completion Report will include the following: (1) a cover letter notifying the Trustees of Project completion and requesting Trustee approval of Project completion; (2) a summary of Project activities; and (3) supporting documentation, including contract deliverables (i.e., final design plans and the project engineer's certificate of substantial completion), a list of all construction expenditures, photographs, and other records to sufficiently demonstrate Project completion. The City will submit a draft version to the Trustees for review. The final version will incorporate Trustee comments. *Torm Mary* settlement funds will not be used to support Task 4 activities.

Deliverables:

- Draft Project Completion Report for Trustee review and approval
- Final Project Completion Report for Trustee approval

Task Duration: Task 4 activities are expected to be completed within 90 days of completing construction and monitoring activities.

III. Project Budget

Task	Budget
Task 1: Project Planning and Engineering	$0.00
Task 2: Construction	$115,000.00
Task 3: Monitoring	$0.00
Task 4: Project Completion Report	$0.00
Total:	**$115,000.00**