

**LOUIS R. RIGBY**  
Mayor  
**JOHN ZEMANEK**  
Councilmember At Large A  
**DOTIE KAMINSKI**  
Councilmember At Large B  
**DANNY EARP**  
Councilmember District 1  
**CHUCK ENGELKEN**  
Councilmember District 2



**DARYL LEONARD**  
Councilmember District 3  
**TOMMY MOSER**  
Councilmember District 4  
**JAY MARTIN**  
Mayor Pro-Tem  
Councilmember District 5  
**MIKE CLAUSEN**  
Councilmember District 6

## **CITY COUNCIL MEETING AGENDA**

**Notice is hereby given of a Regular Meeting of the La Porte City Council to be held June 22, 2015, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.**

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Michael Abportus, Congregation Benim Avraham.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember John Zemanek.
- 4. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 5. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
  - (a)** Consider approval or other action regarding the minutes of the City Council meeting held on June 8, 2015 - P. Fogarty
  - (b)** Consider approval or other action regarding an Ordinance vacating, abandoning, and closing a portion of the W. D Street Right-of-Way, the W. E Street Right-of-Way, the S. 13th Street Right-of-Way, the S. 14th Street Right-of-Way, S. 15th Street Right-of-Way, and the entire alley in Blocks 794,826, and 827, La Porte; retaining a 20-foot wide drainage easement within the W. E Street Right-of-Way; and a 26-foot drainage easement within the W. F Street Right-of-Way; accepting a 5,000 square foot portion of the previously abandoned W. F Street Right-of-Way from the applicant for public right-of-way purposes; and authorizing the City Manager to execute a deed to the adjacent owners for the subject closings - T. Tietjens
  - (c)** Consider approval or other action regarding a contract with Trikings Construction for the construction of a concrete parking lot at 114 S. 3rd Street, in the amount of \$69,170.92, plus a construction contingency of \$3,458.55 for a combined total of \$72,629.47 - B. Eng
  - (d)** Consider approval or other action awarding Bid No. 15014 (accepting Bid Items 1, 2, 6, 7, 8, 9 and rejecting Bid Items 3, 4, and 5) to McDonalds Municipal and Industrial for Replacement of Water Wells in the amount of \$165,469.00 and authorizing an additional \$16,000.00 allocation to be utilized as a project contingency for a total project authorization of \$181,469.00 - D. Mick
- 6. DISCUSSION OR OTHER ACTION**
  - (a)** Discussion or other action regarding Open Riding Rules and Rentals at Lomax Rodeo Arena - R. Epting

**7. ADMINISTRATIVE REPORTS**

- Drainage and Flooding Committee Meeting, Monday, June 29, 2015
- City Council Meeting, Monday, July 13, 2015
- City Council Meeting, Monday, July 27, 2015

**8. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies – Councilmembers Zemanek, Leonard, Engelken, Earp, Clausen, Martin, Moser, Kaminski and Mayor Rigby

**9. EXECUTIVE SESSION**

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, in accordance with the authority contained in:

**Texas Government Code, Section 551.074** – Personnel Matter: Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: City Manager Corby Alexander.

**Texas Government Code, Section 551.087(1)** – Deliberations regarding economic development negotiations: Meet with City Manager and City Attorney to discuss proposal for development of residential dwellings in City.

**10. RECONVENE** into regular session and consider action, if any, on item(s) discussed in executive session.

**11. ADJOURN**

**The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code (the Texas open meetings laws).**

**In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.**

**CERTIFICATION**

I certify that a copy of the June 22, 2015, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on June 16, 2015.

*Patrice Fogarty*



**Council Agenda Item  
June 22, 2015**

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2. **INVOCATION** – The invocation will be given by Michael Abportus, Congregation Benim Avraham.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember John Zemanek.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)

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## Council Agenda Item June 22, 2015

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Councilmember District 6

## **MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE JUNE 8, 2015**

The City Council of the City of La Porte met in a regular meeting on **Monday, June 8, 2015**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

### **1. CALL TO ORDER**

Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Kaminski, Martin, Moser, Earp, Leonard, Engelken, Clausen and Zemanek. Also present were City Secretary Patrice Fogarty and City Manager Corby Alexander.

**2. INVOCATION** – The invocation was given by Michael Thannisch, Congregation Benim Avraham.

**3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Dottie Kaminski.

### **4. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**

**(a)** Recognition – Retirement of Wanda Richards (City of La Porte Police Department) – Mayor Rigby

Mayor Rigby recognized Wanda Richards for 30 years of service as a Telecommunications Officer for the City of La Porte Police Department.

### **5. PUBLIC COMMENTS** (Limited to five minutes per person.)

Philip Dunn, 701 San Jacinto St., addressed Council regarding Item 9, potential amendments to the City of La Porte Truck Route Map and expressed his concerns for the safety of the community.

Maggie Anderson, 909 Garden Walk, addressed Council regarding Item 9, potential amendments to the City of La Porte Truck Route Map and expressed concerns for safety if Spencer Highway is withdrawn from the truck route.

Chuck Rosa, 812 S. Virginia, addressed Council regarding Five Points Plaza and suggested placing a statue of Emily West Morgan at the plaza.

Nancy Ojeda, 10302 Winding Trail, addressed Council and spoke in favor of Item 8a, an “expenditure by the La Porte Development Corporation in an amount not to exceed \$300,000.00 in connection with project for an economic development incentive to Gantstein Esquire, LLC.,” to open a new Pipeline Grill Restaurant. Ms. Ojeda advised she is against the requirement of Pipeline having a \$3,750,000.00 total

taxable retail sales parameter due to the possibility of unforeseen circumstances such as a hurricane or other nature disaster.

Real Estate Broker Alan Ward, 4731 Louise St., Seabrook, TX, addressed Council in support of economic development negotiations: Sector 23.

Manager of Oakland Land & Development, LLC., Jeff Burkhalter, deferred his time to address Council to Mr. Campbell in order to avoid multiple comments of the same nature.

Engineering Consultant representing Oakland Land & Development Bill Campbell addressed Council regarding Council's deliberation on economic development negotiations: Sector 23, and advised Oakland Land & Development LLC., has been in business for a while, commented they want to be good neighbors in the community and has invested heavily in the area, and it's a long term goal. In addition, Mr. Campbell advised the company has always operated by the rules and guidelines of the City.

David Janda, 3601 East Desert Dr., addressed Council in spoke in favor of Item 8a, expenditure by the La Porte Development Corporation in an amount not to exceed \$300,000.00 in connection with the Pipeline Grill Restaurant project in La Porte.

Marie Lewis, 211 Bayshore Dr., addressed Council with concerns of trucks on Fairmont Parkway and suggested the trucks be designated in the right lanes only.

John Kling, 11025 Pinewood Ct., addressed Council and commented he is not against Item 8a, the Pipeline Grill Restaurant incentive, but is against using his tax dollars to build the restaurant. Mr. Kling also addressed Council regarding Item 9, potential amendments to the City of La Porte Truck Route Map, and commented traffic is dangerous on Fairmont Parkway and expressed the concern to keep trucks off Spencer Highway.

**6. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

- (a) Consider approval or other action regarding the minutes of the regular meeting held on May 11, 2015 – P. Fogarty
- (b) Consider approval or other action regarding an Ordinance amending the City of La Porte Fiscal Year 2014-2015 Budget – M. Dolby
- (c) Consider approval or other action regarding an Ordinance vacating, abandoning, and closing a portion of the alley in Block 182, La Porte, retaining a 16-foot wide Public Utility Easement within the area to be closed and authorizing the City Manager to execute a deed to the adjacent owner for the subject right-of-way (215 E. Main) – T. Tietjens
- (d) Consider approval or other action regarding an Ordinance vacating, abandoning, and closing the alley in Block 866, La Porte, and authorizing the City Manager to execute a deed to the adjacent owner for the subject right-of-way (900 block of S. 14<sup>th</sup> Street) – T. Tietjens
- (e) Consider approval or other action regarding an Ordinance vacating, abandoning, and closing a portion of the East "E" Street, Texas Avenue, and Dakota Avenue Rights-Of Way, as well as the entire alleys in Blocks 243 and 244, La Porte; retaining a 25-foot wide Storm Sewer Easement

within the area to be closed and authorizing the City Manager to execute a deed to the adjacent owner – T. Tietjens

- (f) Consider approval or other action authorizing the City Manager and the La Porte Police Department to submit for the Crime Victim's Liaison Grant for the 2016-2017 Fiscal Year in order to continue partial funding for the Crime Victim's Liaison position – K. Adcox

Councilmember Leonard moved to approve all Consent Agenda items pursuant to staff recommendations. Councilmember Moser seconded. **MOTION PASSED.**

Ayes: Mayor Rigby, Councilmembers Clausen, Engelken, Moser, Leonard, Martin, Zemanek, Kaminski and Earp  
Nays: None  
Absent: None

Prior to Council vote, Assistant City Attorney Clark Askins read the caption of the ordinances from Consent Agenda:

**Ordinance 2015-3580:** AN ORDINANCE APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD OF OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015; FINDING THAT ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

**Ordinance 2015-3581:** AN ORDINANCE VACATING, ABANDONING AND CLOSING A PORTION OF THE ALLEY IN BLOCK 182, LA PORTE; RETAINING A 16' WIDE PUBLIC UTILITY EASEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNER, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

**Ordinance 2015-3582:** AN ORDINANCE VACATING, ABANDONING AND CLOSING AN ALLEY IN BLOCK 866, LA PORTE, AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNER, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

**Ordinance 2015-3583:** AN ORDINANCE VACATING, ABANDONING AND CLOSING PORTIONS OF THE EAST "E" STREET, TEXAS AVENUE, AND DAKOTA AVENUE RIGHTS-OF-WAY; RETAINING A 25' WIDE STORM SEWER EASEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNER, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

## 7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding the La Porte Fire Control, Prevention and Emergency Medical Services District's proposed budget for the fiscal year which begins October 1, 2015, as approved by the Board of Directors of the District at its meeting held on May 26, 2015; consider approval of proposed budget of La Porte Fire Control, Prevention and Emergency Medical Services District – D. Ladd

The public hearing opened at 6:38 p.m.

Assistant Fire Chief Donald Ladd presented a summary of the La Porte Fire Control, Prevention and Emergency Medical Services District's proposed budget for FY 2015/2016.

There being no public comments, the public hearing closed at 6:51p.m.

Councilmember Engelken moved to approve the proposed budget of La Porte Fire Control, Prevention and Emergency Medical Services District for the fiscal year which begins October 1, 2015. Councilmember Zemanek seconded. **MOTION PASSED.**

Ayes: Mayor Rigby, Councilmembers Clausen, Engelken, Zemanek, Kaminski, Moser, Leonard, Earp and Martin  
Nays: None  
Absent: None

- (b) Public hearing to receive comments regarding recommendation of the La Porte Planning and Zoning Commission to approve a Special Conditional Use Permit (SCUP) #15-91000002 for the purpose of constructing a warehouse facility on a 7.1-acre tract of land at the southeast corner of South 16<sup>th</sup> Street and West M Street Intersection, and consider an Ordinance amending Chapter 106, "Zoning," of Code of Ordinances by approving Special Conditional Use Permit (SCUP) #15-91000002 - E. Ensey

Mayor Rigby asked for a motion to postpone the item due to developer Generational Commercial Properties calling this morning and requested the SCUP be postponed until further notice as the proposed end user and the developer have yet to come to a final agreement.

Councilmember Clausen moved to postpone the item. Councilmember Moser seconded. **MOTION PASSED.**

Ayes: Mayor Rigby, Councilmembers Zemanek, Kaminski, Clausen, Engelken, Moser, Leonard, Earp and Martin  
Nays: None  
Absent: None

## 8. AUTHORIZATIONS/ORDINANCES/RESOLUTIONS

- (a) Consider approval or other action authorizing expenditure by the La Porte Development Corporation in an amount not to exceed \$300,000.00 in connection with project for an economic development incentive to Gantstein Esquire, LLC.,” to open a new Pipeline Grill Restaurant in La Porte, Texas – S. Livingston

Economic Development Coordinator Scott Livingston presented a summary.

Councilmember Leonard questioned if the agreement is prorated. Mr. Livingston responded no, Gantstein Esquire, LLC, will have to bring in 3.75 million taxable retail sales to get into the pro-rata period.

Councilmember Earp questioned current retail sales for restaurants in the City. Mr. Livingston advised he will have to go back and refer to the Stars Report.

Councilmember Zemanek thanked Mr. Livingston and Mr. Gant for providing the agreement and commented he plans to support the project.

Councilmember Engelken moved to authorize expenditure by the La Porte Development Corporation in an amount not to exceed \$300,000.00 in connection with a project for an economic development incentive to Gantstein Esquire, LLC.,” to open a new Pipeline Grill Restaurant in La Porte. Councilmember Martin seconded. **MOTION PASSED.**

Ayes: Mayor Rigby, Councilmembers Moser, Martin, Clausen, Engelken, Leonard, Zemanek, Kaminski and Earp  
Nays: None  
Absent: None

- (b) Consider approval or other action regarding an Ordinance appointing a member of the City Council to serve as Mayor Pro-Tem of the City of La Porte, Texas, for the period June 1, 2015, through May 31, 2016 – P. Fogarty

City Secretary Patrice Fogarty presented a summary.

Councilmember Zemanek moved to appoint Councilmember Earp to serve as Mayor Pro-Tem for the period June 1, 2015, through May 31, 2016. Councilmember Earp responded, "No thank you." Councilmember Zemanek withdrew his motion.

Councilmember Clausen moved to appoint Councilmember Martin to serve as Mayor Pro-Tem of the City of La Porte, Texas, for the period June 1, 2015, through May 31, 2016. Councilmember Moser seconded. **MOTION PASSED.**

Ayes: Mayor Rigby, Councilmembers Leonard, Martin, Zemanek, Moser, Engelken, Clausen, Kaminski and Earp  
Nays: None  
Absent: None

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2015-3584: AN ORDINANCE APPOINTING A MEMBER OF THE CITY COUNCIL TO SERVE AS MAYOR PRO-TEM OF THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD JUNE 1, 2015, THROUGH MAY 31, 2016, OR UNTIL A SUCCESSOR HAS BEEN APPOINTED AND HAS QUALIFIED; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

## 9. DISCUSSION OR OTHER ACTION

- (a) Discussion or other action regarding potential amendments to the City of La Porte Truck Route Map – C. Alexander

City Manager Corby Alexander presented a summary and advised if Spencer Highway is pulled off the truck route, it can still be used as a destination point of origin.

Councilmember Zemanek asked if an origin and destination example would be a gas station located on Broadway not being on the truck route but considered a destination to get fuel. Mr. Alexander responded yes, and pulling Spencer off the truck route map would not necessarily mean you could not still locate a high truck user along Spencer Highway;

Councilmember Zemanek made a motion to withdraw Spencer Highway from the truck route map west of 16<sup>th</sup> Street to Underwood. The motion died for a lack of a second.

## 10. ADMINISTRATIVE REPORTS - There were no additional reports.

11. **COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information

or existing policies – Councilmembers Kaminski, Zemanek, Leonard, Engelken, Earp, Clausen, Martin, Moser and Mayor Rigby

Councilmembers Kaminski, Leonard, Clausen and Engelken congratulated Wanda Richards for 30 years of service with the City; Councilmember Earp congratulated Wanda Richards for 30 years of service with the City and all the high school graduates this year; Councilmember Martin congratulated Wanda Richards for 30 years of service with the City, thanked Donald Ladd for his presentation and Scott Livingston for his work on the Pipeline Grill Restaurant; Councilmember Moser congratulated Wanda Richards for 30 years of service with the City and invited everyone to come out and enjoy the Juneteenth festivities. Mayor Rigby commented the Plant Manager's Breakfast was well attended; thanked Councilmembers Moser and Martin for their kind words at his swearing in as President of the Harris County Mayors' and Councils' Association; thanked everyone who helped plan the Jake Worthington Family Picnic; invited everyone to the Triathlon this Saturday and Sunday, and informed he attended the Port Region Stakeholders Committee meeting at the Economic Alliance Port Region, and Commissioner Morman was speaking in regards of widening Beltway 8 from Hwy, 225 north which will begin in 2017 and completed in 2019; and the widening of Beltway 8 from 225 south to Interstate 45, which will begin around the same time and will be complete in 2021; and an update was provided on the expansion of Highway 146.

- 12. EXECUTIVE SESSION** The City reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, including, but not limited to, the following:

**Texas Government Code, Section 551.071 (2)** – Consultation with City Attorney: Meet with City Attorney to discuss Port Crossing Business Park – SCUP 06-006.

**Texas Government Code, Section 551.087 (2)** – Deliberation regarding economic development negotiations: Sector 23.

**Texas Government Code, Section 551.074** – Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager Corby Alexander.

City Council recessed the regular Council meeting to convene an executive session at 7:25 p.m. regarding the items listed above.

- 13. RECONVENE** into regular session and consider action, if any on item(s) discussed in executive session.

Council reconvened into the regular Council meeting at 8:20 p.m.

Regarding Section 551.071 (2) Consultation with City Attorney: Meet with City Attorney to discuss Port Crossing Business Park – SCUP 06-006.

Councilmember Martin moved to direct staff to draft a letter agreeing to the SCUP as written and conduct further negotiations on development of the 300 acres. Councilmember Kaminski seconded.  
**MOTION PASSED.**

Ayes: Mayor Rigby, Councilmembers Leonard, Martin, Zemanek, Moser, Engelken, Clausen, Kaminski and Earp  
Nays: None

Absent: None

Regarding Section 551.087 (2) – Deliberation regarding economic development negotiations: Sector 23.

Councilmember Moser moved to direct staff to review any legal questions on the reimbursement of street and alley closings and reimbursing dollars for build out of infrastructure; and pending the outcome of the review, to negotiate a deal with Oakland Realty Co. Councilmember Kaminski seconded. **MOTION PASSED.**

Ayes: Mayor Rigby, Councilmembers Leonard, Martin, Zemanek, Moser, Engelken, Clausen, Kaminski and Earp  
Nays: None  
Absent: None

Regarding the executive session pertaining to Section 551.074 Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager Corby Alexander.

Mayor Rigby advised there is no action and requested staff to place an item like this on the next City Council meeting.

- 14. ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 8:22 p.m. Councilmember Zemanek seconded. Motion passed unanimously.

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Patrice Fogarty, City Secretary

Passed and approved on June 22, 2015.

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Mayor Louis R. Rigby

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 22, 2015 Appropriation  
Requested By: Tim Tietjens Source of Funds: N/A  
Department: Planning & Development Account Number:  
Report:  Resolution:  Ordinance:  Amount Budgeted:  
Other:  Amount Requested:  
Budgeted Item:  YES  NO

### Attachments :

1. Ordinance
2. Easements
3. Deeds
4. Appraisal Summary
5. Area Map

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### SUMMARY & RECOMMENDATIONS

The City has processed an application from Oakland Land and Development, LLC (via Mr. Alton Ogden) to vacate, abandon and close multiple rights-of-way and alleys within an area bounded by West "D" Street to the north, the Little Cedar Bayou (F216) Regional Detention Basin to the east, West "G" Street to the south, and South 15<sup>th</sup> Street to the west (see Area Map). The company desires these closings to facilitate future development of Oakland Industrial Park, a Light-Industrial business park planned to accommodate up to eighteen (18) new light-industrial sites.

Staff's review of the application has determined that an existing 30" sanitary sewer trunk main is located within the S. 14<sup>th</sup> St. Right-of-Way (Tract No. 10) for which a sanitary sewer easement has been executed by the applicant. Additionally, drainage easements within the West "E" St. (Tract No. 3) and the West "F" St. (Tract No. 4) Rights-of-Way, and a 5,000 square foot portion of the previously-abandoned West "F" St. Right-of-Way will be conveyed to the City for public drainage and street right-of-way purposes. Each of the City's franchised utility companies (Centerpoint Energy, Comcast and AT&T) have reviewed the applicant's request and have issued letters of no objection to the subject closings.

In accordance with Section 62.35 of the Code of Ordinances, an independent appraisal of the subject rights-of-way and alleys has established a value of \$2.75 per square foot for 141,720 square foot of right-of-way to be closed. The applicant has placed closing fees in the amount of \$292,297.50 (after 25% discount by ordinance) in escrow with the City pending consideration and final action by Council. Should Council approve the subject closings, \$10,312.50 from the applicant's total closing fees will be applied toward the acquisition of the aforementioned 5,000 square foot portion of the West "F" St. Right-of-Way as additional public right-of-way.

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**Action Required of Council:**

Consider approval of an ordinance or other action vacating, abandoning, and closing portions of the W. "D" St. Right-of-Way, the W. "E" St. Right-of-Way, the S. 13<sup>th</sup> St. Right-of-Way, the S. 14<sup>th</sup> St. Right-of-Way, the S. 15<sup>th</sup> St. Right-of-Way, and the entire alley in Blocks 794, 826, and 827, La Porte; retaining a 20 foot wide sanitary sewer easement within the S. 14<sup>th</sup> St. Right-of-Way; a 20 foot wide drainage easement within the W. "E" St. Right-of-Way; and a 26 foot drainage easement within the W. "F" St. Right-of-Way; accepting a 5,000 square foot portion the previously-abandoned W. "F" St. Right-of-Way from the applicant for public right-of-way purposes; and authorizing the City Manager to execute a deed to the adjacent owners for the subject closings.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

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**Date**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE VACATING, ABANDONING AND CLOSING PORTIONS OF THE WEST “D” STREET RIGHT-OF-WAY, THE WEST “E” STREET RIGHT-OF-WAY, THE SOUTH 13<sup>TH</sup> STREET RIGHT- OF-WAY, THE SOUTH 14<sup>TH</sup> STREET RIGHT-OF-WAY, THE SOUTH 15<sup>TH</sup> STREET RIGHT-OF-WAY, AND THE ENTIRE ALLEY IN BLOCKS 794, 826, AND 827, TOWN OF LA PORTE, RETAINING SANITARY SEWER AND DRAINAGE EASEMENTS; AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNERS, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

WHEREAS, the City Council of the City of La Porte has been requested by the record owners of the properties abutting the hereinafter described streets and alleys;

WHEREAS, the City Council of the City of La Porte has determined and does hereby find, determine, and declare that the hereinafter described streets and alleys are not suitable, needed, or beneficial to the public as a public road, street, or alley, and the closing of the hereinafter described streets and alleys is for the protection of the public and for the public interest and benefit, and that the hereinafter described streets and alleys should be vacated, abandoned, and permanently closed.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:**

**Section 1.** Under and by virtue of the power granted to the City of La Porte under its home rule charter and Chapter 253, Section 253.001, Texas Local Government Code, the hereinafter described streets and alleys are hereby permanently vacated, abandoned, and closed by the City of La Porte, said streets and alleys being generally illustrated on Exhibit “A” incorporated herein, and further described to wit:

**TRACT NO. 1 – PORTION OF W. “D” STREET RIGHT-OF-WAY:**

**A 10,020 square foot portion of the W. “D” St. Right-of-Way (80’ wide) being further described by metes & bounds as follows:**

BEGINNING at a point of intersection of the south line of the W. “D” St. Right-of-Way and the centerline of the S. 14<sup>th</sup> Street Right-of-Way (60’ wide), said point being the southwest corner of the herein described tract;

THENCE in an easterly direction along the south line of the W. “D” St. Right-of-Way to its intersection with the northeast corner of Lot 1, Block 793, La Porte, a distance of 501 feet, to a point marking the southeast corner of the herein described tract;

THENCE in a northerly direction along the projected west line of the alley in Block 793, La Porte, a distance of 20 feet to a point 20 feet north of the northeast corner of Lot 1, Block 793, La Porte, said point marking the northeast corner of the herein described tract;

**TRACT NO. 1 – (Continued from Page 1):**

THENCE in a westerly direction along said line located 20 feet north of and parallel to the south line of the W. "D" Street Right-of-Way, a distance of 501 feet to a point marking the northwest corner of the herein described tract;

THENCE in a southerly direction along the projected centerline of the S. 14<sup>th</sup> St. Right-of-Way, a distance of 20 feet to the POINT OF BEGINNING of the herein described tract.

**TRACT NO. 2 - PORTION OF S. 13<sup>TH</sup> STREET RIGHT-OF-WAY:**

**A 32,000 square foot portion of the S. 13<sup>th</sup> Street Right-of-Way (80' wide) being further described by metes & bounds as follows:**

BEGINNING at a point of intersection of the west line of the S. 13<sup>th</sup> Street Right-of-Way and the south line of the W. "D" Street Right-of-Way;

THENCE in an easterly direction along the south line of the W. "D" Street Right-of-Way to its intersection with the east line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 80', to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the S. 13<sup>th</sup> Street Right-of-Way to its intersection with the north line of the W. "E" Street Right-of-Way, a distance of 400', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the north line of the W. "E" Street Right-of-Way, a distance of 80' to a point marking the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 400' to the POINT OF BEGINNING of the herein described tract.

**TRACT NO. 3 - PORTION OF S. 13<sup>TH</sup> STREET & W. "E" STREET RIGHTS-OF-WAY:**

**A 4,800 square foot portion of the S. 13<sup>th</sup> Street Right-of-Way (80' wide) and the W. "E" Street Right-of-Way (60' wide) being further described by metes & bounds as follows:**

BEGINNING at a point of intersection of the west line of the S. 13<sup>th</sup> Street Right-of-Way and the north line of the W. "E" Street Right-of-Way;

THENCE in an easterly direction along the north line of the W. "E" Street Right-of-Way to its intersection with the east line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 80', to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the projected east line of the S. 13<sup>th</sup> Street Right-of-Way to its intersection with the south line of the W. "E" Street Right-of-Way, a distance of 60', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the south line of the W. "E" Street Right-of-Way, a distance of 80' to a point marking the southwest corner of the herein described tract;

THENCE in a northerly direction along the projected west line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 60' to the POINT OF BEGINNING of the herein described tract.

**TRACT NO. 4 - PORTION OF S. 13<sup>TH</sup> STREET & W. "F" STREET RIGHTS-OF-WAY:**

**A 3,200 square foot portion of the S. 13<sup>th</sup> Street Right-of-Way (80' wide) and the W. "F" Street Right-of-Way (60' wide) being further described by metes & bounds as follows:**

BEGINNING at a point of intersection of the projected west line of the S. 13<sup>th</sup> Street Right-of-Way and the centerline of the W. "F" Street Right-of-Way;

THENCE in an easterly direction along the centerline of the W. "F" Street Right-of-Way to its intersection with the projected east line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 80', to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the projected east line of the S. 13<sup>th</sup> Street Right-of-Way to its intersection with the south line of the W. "F" Street Right-of-Way, a distance of 40', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the south line of the W. "F" Street Right-of-Way, a distance of 80' to a point marking the southwest corner of the herein described tract;

THENCE in a northerly direction along the projected west line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 40' to the POINT OF BEGINNING of the herein described tract.

**TRACT NO. 5 - PORTION OF S. 13<sup>TH</sup> STREET RIGHT-OF-WAY:**

**A 32,000 square foot portion of the S. 13<sup>th</sup> Street Right-of-Way (80' wide) being further described by metes & bounds as follows:**

BEGINNING at a point of intersection of the west line of the S. 13<sup>th</sup> Street Right-of-Way and the south line of the W. "F" Street Right-of-Way;

THENCE in an easterly direction along the south line of the W. "F" Street Right-of-Way to its intersection with the east line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 80', to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the S. 13<sup>th</sup> Street Right-of-Way to its intersection with the north line of the W. "G" Street Right-of-Way, a distance of 400', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the north line of the W. "G" Street Right-of-Way, a distance of 80' to a point marking the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 400' to the POINT OF BEGINNING of the herein described tract.

**TRACT NO. 6 - ENTIRE ALLEY OF BLOCK 794, LA PORTE:**

**A 6,400 square foot portion of the alley in Block 794, La Porte, being further described by metes & bounds as follows:**

BEGINNING at the northeast corner of Lot 1, Block 794, La Porte;

**TRACT NO. 6 – (Continued from Page 3):**

THENCE in an easterly direction along the projected south line of the W. "D" Street Right-of-Way to its intersection with the northwest corner of Lot 32, Block 794, La Porte, said point being the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the alley of Block 794, La Porte to its intersection with the southwest corner of Lot 17, Block 794, La Porte, a distance of 400', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the projected north line of the W. "E" Street Right-of-Way, a distance of 16' to a point at the southeast corner of Lot 16, Block 794, La Porte and the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the alley of Block 794, La Porte, a distance of 400' to the POINT OF BEGINNING of the herein described tract.

**TRACT NO. 7 - ENTIRE ALLEY OF BLOCK 827, LA PORTE:**

**A 6,400 square foot portion of the alley in Block 827, La Porte, being further described by metes & bounds as follows:**

BEGINNING at the northeast corner of Lot 1, Block 827, La Porte;

THENCE in an easterly direction along the projected south line of the W. "E" Street Right-of-Way to its intersection with the northwest corner of Lot 32, Block 827, La Porte, a distance of 16 feet to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the alley of Block 827, La Porte, to its intersection with the southwest corner of Lot 17, Block 827, La Porte, a distance of 400', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the projected north line of the W. "F" Street Right-of-Way, a distance of 16' to the southeast corner of Lot 16, Block 827, La Porte, being the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the alley of Block 827, La Porte, a distance of 400' to the POINT OF BEGINNING of the herein described tract.

**TRACT NO. 8 - ENTIRE ALLEY OF BLOCK 826, LA PORTE:**

**A 6,400 square foot portion of the alley in Block 826, La Porte, being further described by metes & bounds as follows:**

BEGINNING at the northeast corner of Lot 1, Block 826, La Porte;

THENCE in an easterly direction along the projected south line of the W. "E" Street Right-of-Way to its intersection with the northwest corner of Lot 32, Block 826, La Porte, a distance of 16 feet to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the alley of Block 826, La Porte, to its intersection with the southwest corner of Lot 17, Block 827, La Porte, a distance of 400', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the projected north line of the W. "F" Street Right-of-Way, a distance of 16' to the southeast corner of Lot 16, Block 827, La Porte, being the southwest corner of the herein described tract;

**TRACT NO. 8 - (Continued from Page 4):**

THENCE in a northerly direction along the west line of the alley of Block 827, La Porte, a distance of 400' to the POINT OF BEGINNING of the herein described tract.

**TRACT NO. 9 - PORTION OF S. 15<sup>TH</sup> STREET RIGHT-OF-WAY:**

**A 16,500 square foot portion of the S. 15<sup>th</sup> Street Right-of-Way (60' wide), being further described by metes & bounds as follows:**

BEGINNING at the northeast corner of Lot 32, Block 825, La Porte;

THENCE in an easterly direction along the projected south line of the W. "E" Street Right-of-Way to its intersection with the northwest corner of Lot 1, Block 825, La Porte, a distance of 60 feet to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the S. 15<sup>th</sup> Street Right-of-Way to its intersection with the southwest corner of Lot 11, Block 826, La Porte, a distance of 275', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along a line projected west from the south line of Lot 11 to the southeast corner of Lot 22, Block 825, La Porte, a distance of 60', and being the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the S. 15<sup>th</sup> St. Right-of-Way a distance of 275' to the POINT OF BEGINNING of the herein described tract.

**TRACT NO. 10 - PORTION OF S. 14<sup>TH</sup> STREET RIGHT-OF-WAY:**

**A 24,000 square foot portion of the S. 14<sup>th</sup> Street Right-of-Way (60' wide), being further described by metes & bounds as follows:**

BEGINNING at the northeast corner of Lot 32, Block 831, La Porte;

THENCE in an easterly direction along the projected south line of the W. "F" Street Right-of-Way to its intersection with the northwest corner of Lot 1, Block 830, La Porte, a distance of 60 feet to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the S. 14<sup>th</sup> Street Right-of-Way to its intersection with the southwest corner of Lot 16, Block 830, La Porte, a distance of 400', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the north line of the W. "G" Street Right-of-Way to the southeast corner of Lot 17, Block 831, La Porte, a distance of 60', and being the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the S. 14<sup>th</sup> St. Right-of-Way a distance of 400' to the POINT OF BEGINNING of the herein described tract.

**Section 2.** The City of La Porte hereby retains for itself and its successors and assigns, a twenty (20) foot wide centerline easement for an existing sanitary sewer trunk main out of the S. 14<sup>th</sup> St. Right-of-Way (Tract No. 10); a twenty (20) foot wide drainage easement out of the W. "E" St. Right-of-Way (Tract No. 3); and a twenty-six (26) foot wide drainage easement out of the W. "F" St. Right-of-Way (Tract No. 4).

**Section 3.** The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

**Section 4.** This ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

CITY OF LA PORTE

BY: \_\_\_\_\_  
Louis R. Rigby, Mayor

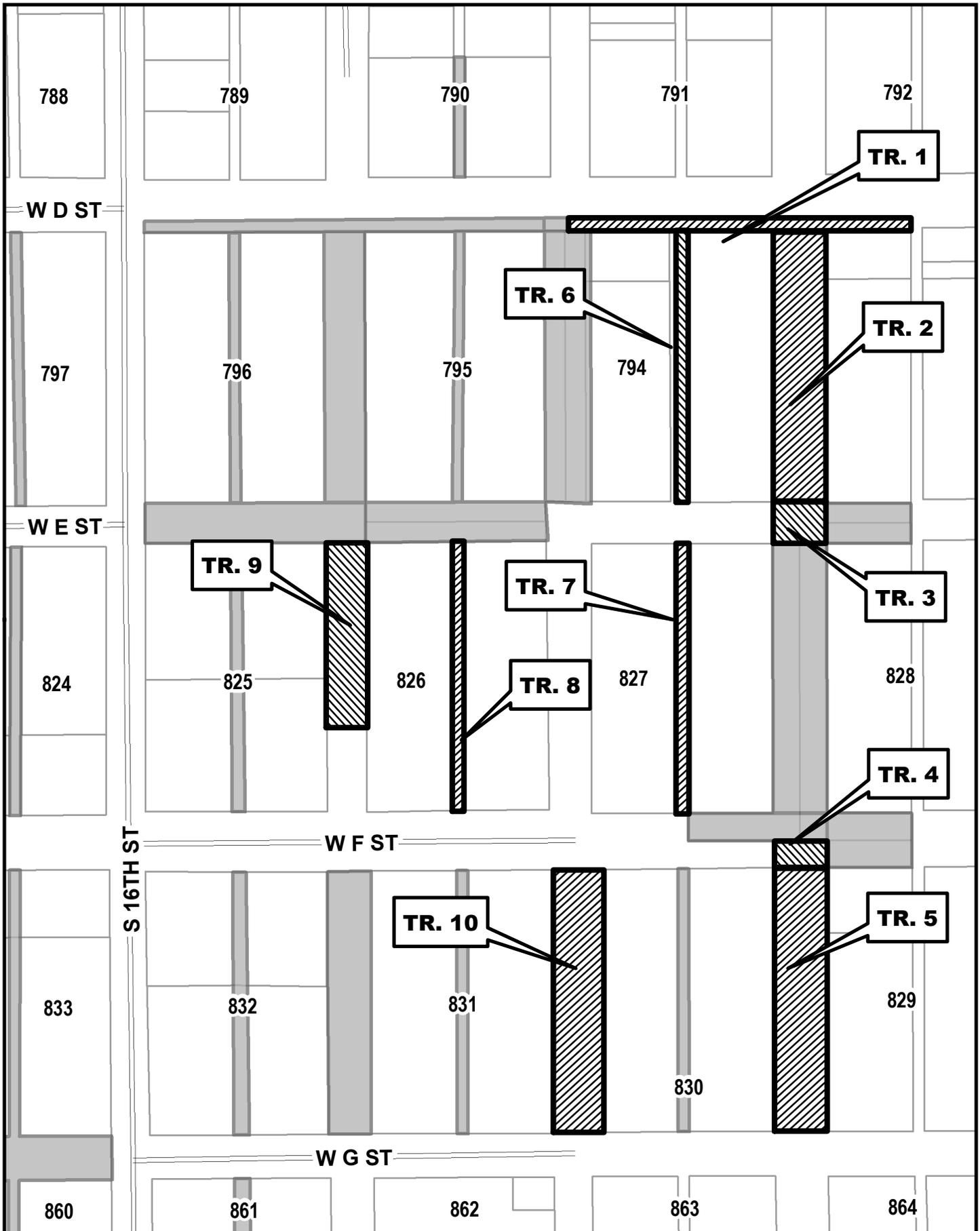
ATTEST:

\_\_\_\_\_  
Patrice Fogarty, City Secretary

APPROVED:

  
\_\_\_\_\_  
Knox W. Askins, City Attorney

# EXHIBIT "A"



1 inch = 192 feet

**SANITARY SEWER EASEMENT**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

That **OAKLAND LAND & DEVELOPMENT, LLC** ("Grantor"), for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by the **CITY OF LA PORTE** ("Grantee"), a Municipal Corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, have this day GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto said GRANTEE, and to its successors and assigns the perpetual right, privilege and easement, with appropriate rights of ingress and reasonable working area for construction and maintenance, to enter upon and construct, reconstruct, maintain, operate, inspect, replace, repair and remove **A PUBLIC SANITARY SEWER TRUNK MAIN** together with all necessary appurtenances, over, across, through and under that certain tract or parcel of land lying and being situated in Harris County, Texas and being more particularly described on Exhibits "A" & "B" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto said GRANTEE, and its successors or assigns, in accordance with the terms and conditions hereinabove set forth. The GRANTOR does hereby bind itself, its successors or assigns to WARRANT AND FOREVER DEFEND, all and singular the said easement unto the GRANTEE, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF on this the 28<sup>th</sup> day of April, 2015.

BY: [Signature]  
Grantor or Authorized Representative

This instrument was acknowledged before me on the 28<sup>th</sup> day of April, 2015

by Alton J. Ogden, Jr.

[Signature]  
Notary Public, State of Texas  
Mississippi

Mailing Address of Grantee  
City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571



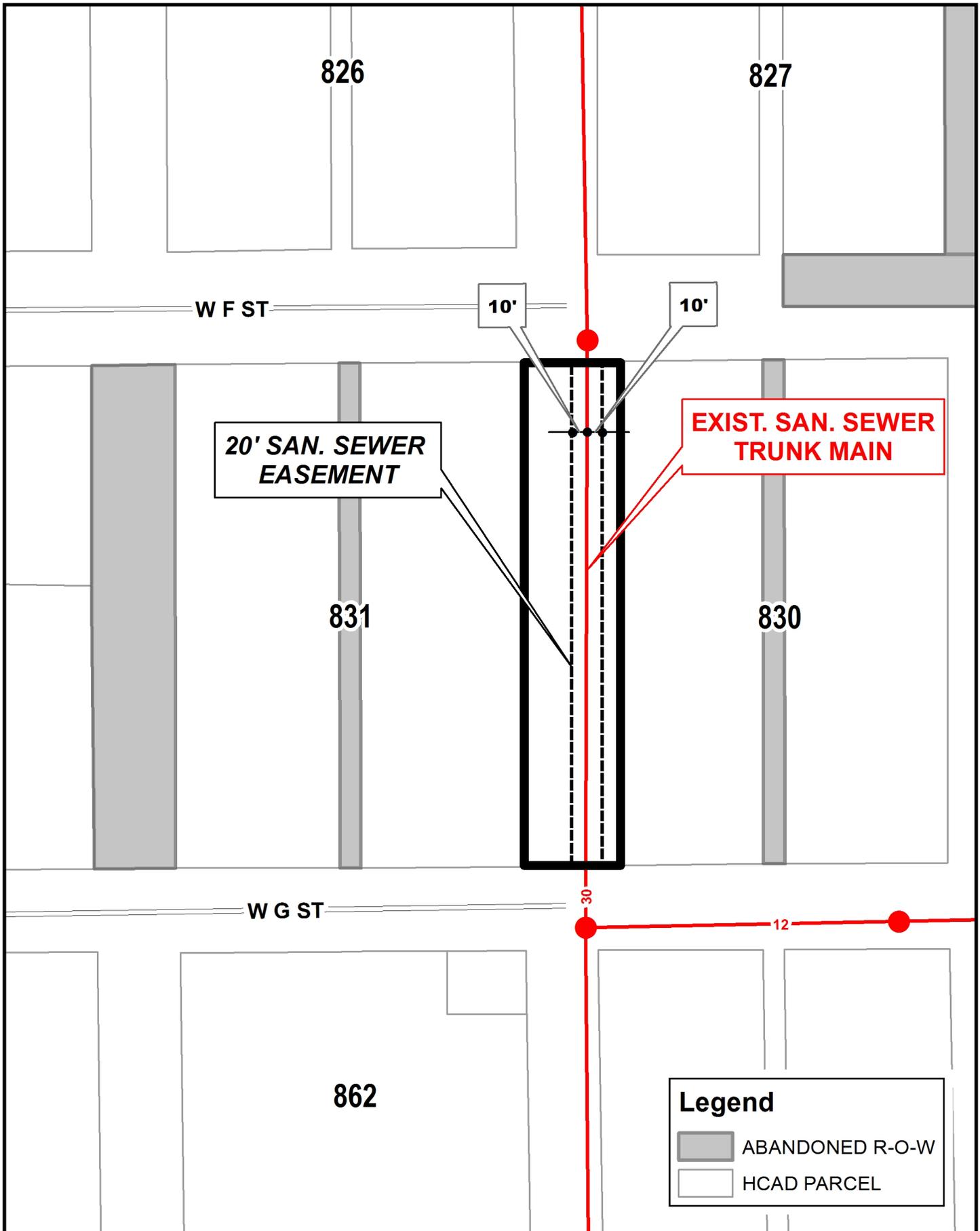
**EXHIBIT "A"****20' WIDE CENTERLINE SANITARY SEWER EASEMENT:**

An 8,000 square foot area out of the South 14<sup>th</sup> Street Right-of-Way (60' wide), being generally illustrated on Exhibit "B" incorporated by reference herein, and further described as follows:

A 20' foot wide centerline easement situated 10' either side of the centerline of an existing sanitary sewer trunk main located within that portion of the South 14<sup>th</sup> Street Right-of-Way situated between Block 830, La Porte, and Block 831, La Porte.

# EXHIBIT "B"

TO SANITARY SEWER EASEMENT



1 inch = 100 feet

**DRAINAGE EASEMENT**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

That **MISSISSIPPI LAND CO., INC.** ("Grantor"), for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by the **CITY OF LA PORTE** ("Grantee"), a Municipal Corporation, and it's **FRANCHISED UTILITY COMPANIES**, the receipt and sufficiency of which is hereby acknowledged and confessed, have this day GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto said GRANTEE, and to its successors and assigns the perpetual right, privilege and easement, with appropriate rights of ingress and reasonable working area for construction and maintenance, to enter upon and construct, reconstruct, maintain, operate, inspect, replace, repair and remove **PUBLIC DRAINAGE FACILITIES**, together with all necessary appurtenances, over, across, through and under that certain tract or parcel of land lying and being situated in Harris County, Texas and being more particularly described on Exhibits "A" & "B" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto said GRANTEE, its FRANCHISED UTILITY COMPANIES, and its successors or assigns, in accordance with the terms and conditions hereinabove set forth. The GRANTOR does hereby bind itself, its successors or assigns to WARRANT AND FOREVER DEFEND, all and singular the said easement unto the GRANTEE, its FRANCHISED UTILITY COMPANIES, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF on this the 20<sup>th</sup> day of May, 2015.

BY:   
Grantor or Authorized Representative

This instrument was acknowledged before me on the 20<sup>th</sup> day of May, 2015

by Alton J. Ogden, Jr.

  
Notary Public, State of Texas

Mississippi

Mailing Address of Grantee  
City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571



## EXHIBIT "A"

Being a 4,100 square foot tract of land being more particularly described by metes & bounds as follows;

BEGINNING at the southeast corner of Lot 17, Block 794, La Porte, said point being located at the intersection of the north line of the West "E" Street Right-of-Way and the west line of the South 13<sup>th</sup> Street Right-of-Way and being the northwest corner of the herein described tract;

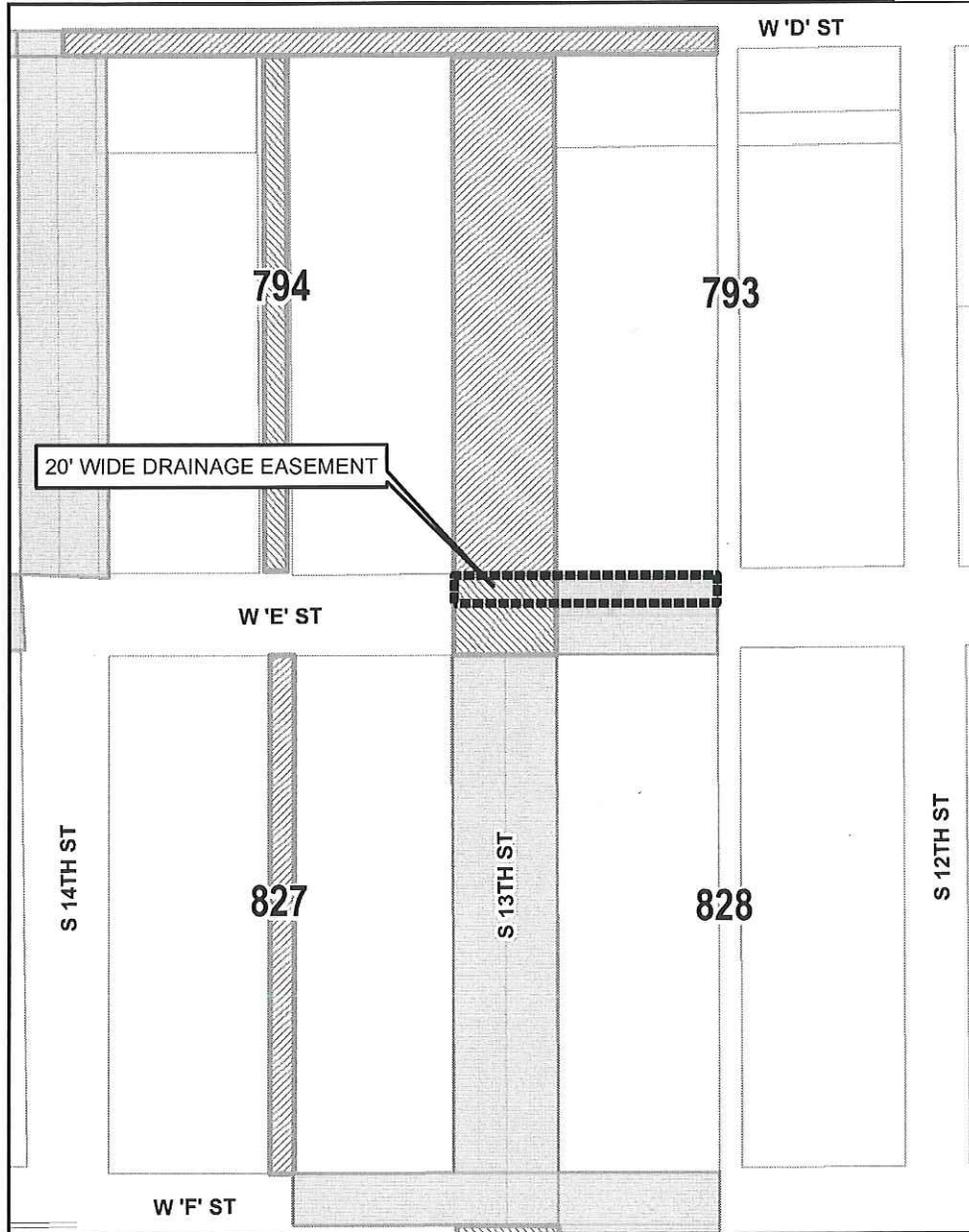
THENCE in an easterly direction along the north line of the West "E" Street Right-of-Way, a distance of 205 feet to a point located at the southeast corner of Lot 16, Block 793, La Porte, and being the northeast corner of the herein described tract;

THENCE in a southerly direction along a line projected southward from the west line of the alley of Block 793, La Porte, a distance of 20 feet to a point for the southeast corner of the herein described tract;

THENCE in a westerly direction along a line located 20 feet south of and parallel to the north line of the West "E" Street Right-of-Way, a distance of 205 feet to a point marking the southwest corner of the herein described tract;

THENCE in a northerly direction, a distance of 20 feet, to POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



**DRAINAGE EASEMENT**

THE STATE OF TEXAS

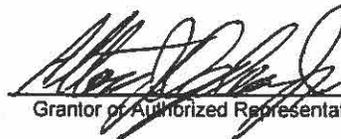
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

That **OAKLAND LAND & DEVELOPMENT, LLC** ("Grantor"), for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by the **CITY OF LA PORTE** ("Grantee"), a Municipal Corporation, and it's **FRANCHISED UTILITY COMPANIES**, the receipt and sufficiency of which is hereby acknowledged and confessed, have this day **GRANTED, BARGAINED, SOLD AND CONVEYED** and by these presents do **GRANT, SELL AND CONVEY** unto said **GRANTEE**, and to its successors and assigns the perpetual right, privilege and easement, with appropriate rights of ingress and reasonable working area for construction and maintenance, to enter upon and construct, reconstruct, maintain, operate, inspect, replace, repair and remove **PUBLIC DRAINAGE FACILITIES**, together with all necessary appurtenances, over, across, through and under that certain tract or parcel of land lying and being situated in Harris County, Texas and being more particularly described on Exhibits "A" & "B" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto said **GRANTEE**, its **FRANCHISED UTILITY COMPANIES**, and its successors or assigns, in accordance with the terms and conditions hereinabove set forth. The **GRANTOR** does hereby bind itself, its successors or assigns to **WARRANT AND FOREVER DEFEND**, all and singular the said easement unto the **GRANTEE**, its **FRANCHISED UTILITY COMPANIES**, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF on this the 3<sup>rd</sup> day of June, 2015.

BY:   
Grantor of Authorized Representative

This instrument was acknowledged before me on the 3<sup>rd</sup> day of June, 2015

by Allen J. Ogden Jr.

Mailing Address of Grantee  
City of La Porte  
604 West Fairmont Parkway  
La Porte, Texas 77571



  
Notary Public, State of Texas

## EXHIBIT "A"

Being a 5,330 square foot tract of land being more particularly described by metes & bounds as follows;

BEGINNING at the northeast corner of Lot 32, Block 830, La Porte, said point being located at the intersection of the south line of the West "F" Street Right-of-Way and the west line of the South 13<sup>th</sup> Street Right-of-Way and being the southwest corner of the herein described tract;

THENCE in an easterly direction along the south line of the West "F" Street Right-of-Way, a distance of 205 feet to a point located at the northeast corner of Lot 1, Block 829, La Porte, and being the southeast corner of the herein described tract;

THENCE in a northerly direction along a line projected northward from the west line of the alley of Block 829, La Porte, a distance of 26 feet to a point for the northeast corner of the herein described tract;

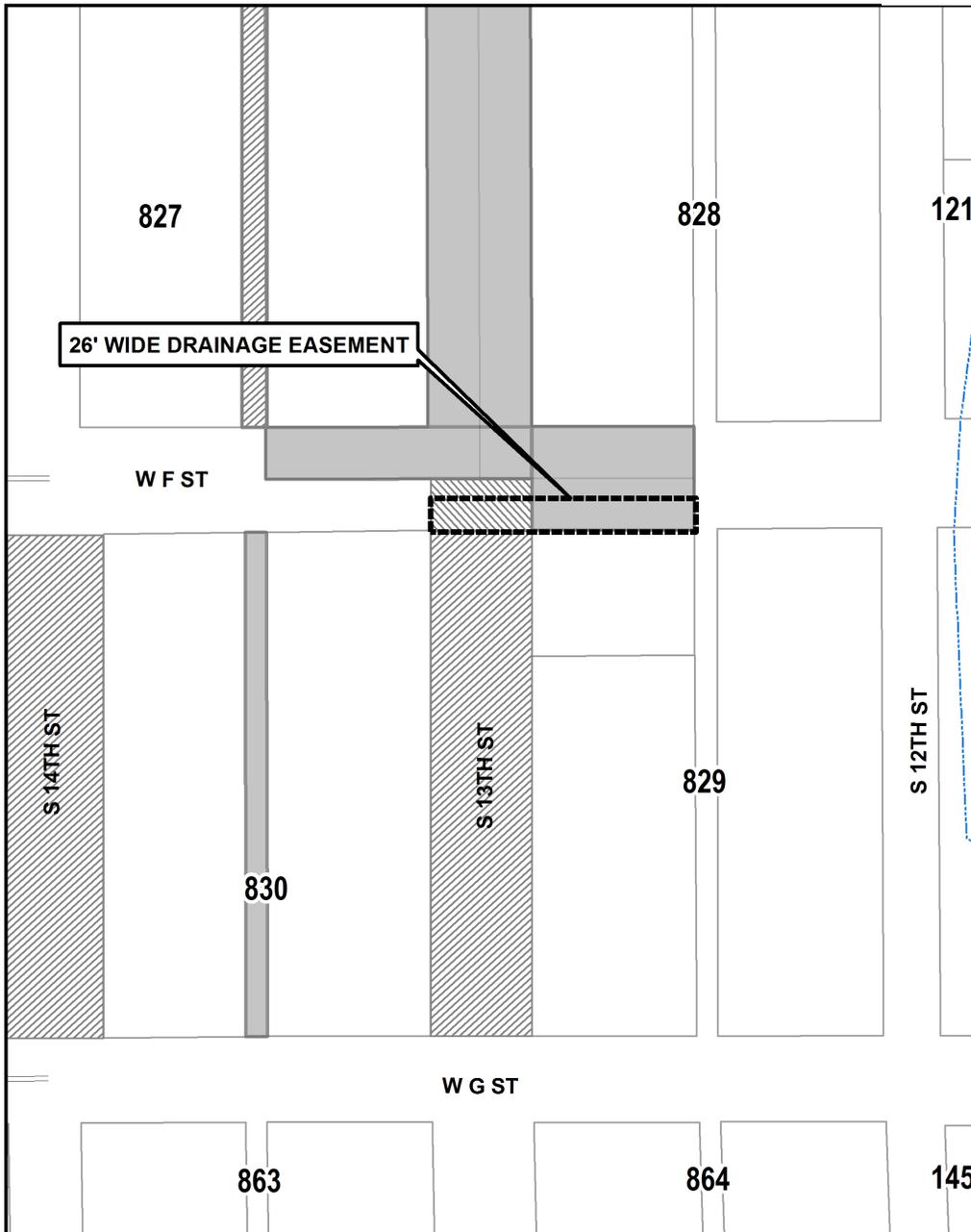
THENCE in a westerly direction along a line located 26 feet north of and parallel to the south line of the West "F" Street Right-of-Way, a distance of 205 feet to a point marking the northwest corner of the herein described tract;

THENCE in a southerly direction, along the projected west line of the South 13<sup>th</sup> Street Right-of-Way, a distance of 26 feet, to POINT OF BEGINNING of the herein described tract.

# EXHIBIT "A"



NOT TO SCALE



## DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June 8, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Oakland Land & Development, LLC

Mailing Address: P.O. Box 952, Natchez, MS 39121

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

A 10,020 square foot portion of the W. "D" St. Right-of-Way (80' wide) in the Town of La Porte, Harris County, Texas, being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-\_\_\_\_\_ passed and approved by the City Council of the City of La Porte on the 8<sup>th</sup> day of June, 2015.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

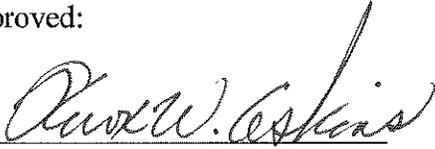
Attest:

City of La Porte

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on \_\_\_\_ day of June, 2015, by Corby D. Alexander, City Manager of the City of La Porte, a municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**PREPARED IN THE LAW OFFICE OF:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**EXHIBIT "A"**  
**TRACT 1**

**A 10,020 square foot portion of the W. "D" St. Right-of-Way (80' wide) being further described by metes & bounds as follows:**

BEGINNING at a point of intersection of the south line of the W. "D" St. Right-of-Way and the centerline of the S. 14<sup>th</sup> Street Right-of-Way (60' wide), said point being the southwest corner of the herein described tract;

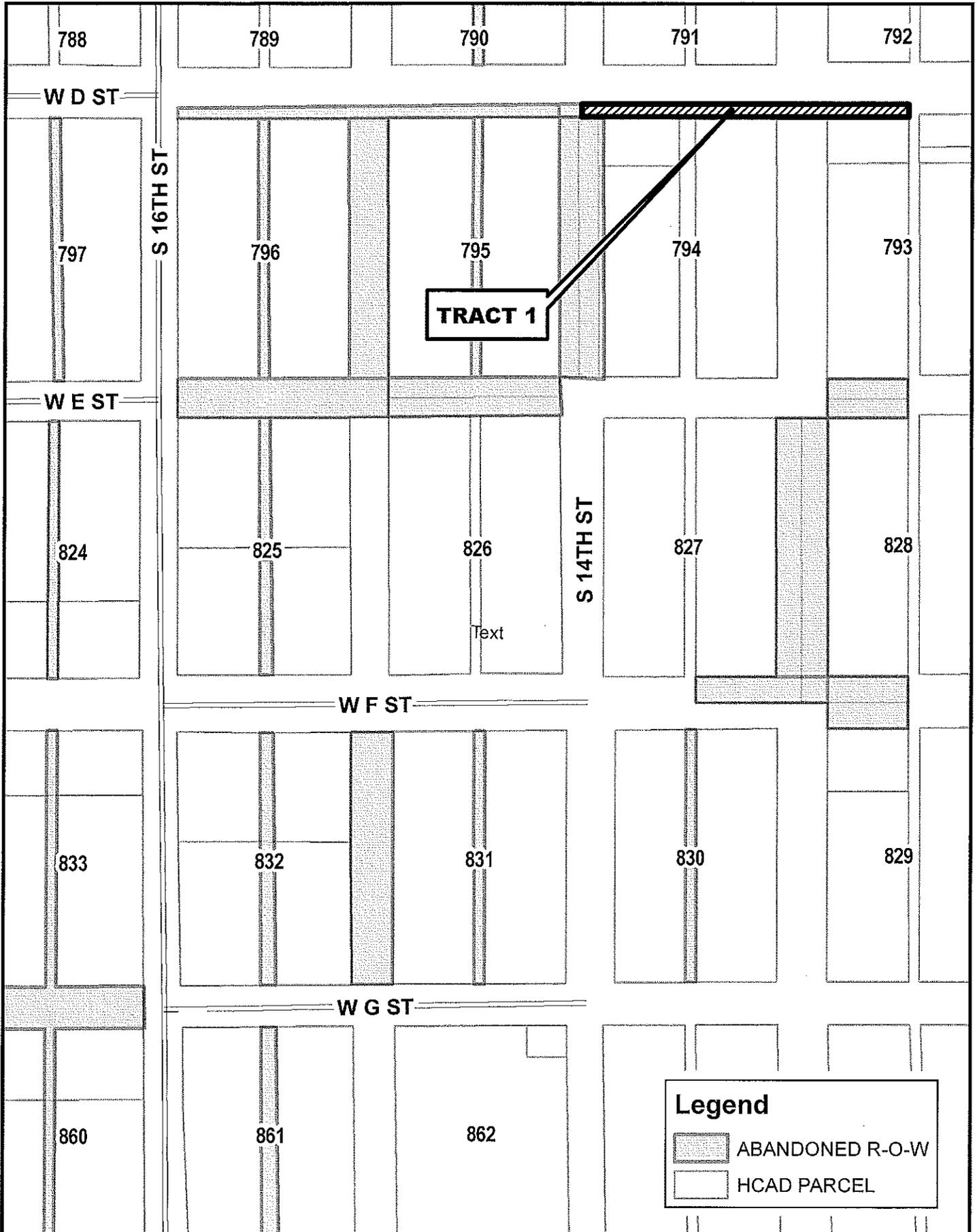
THENCE in an easterly direction along the south line of the W. "D" St. Right-of-Way to its intersection with the northeast corner of Lot 1, Block 793, La Porte, a distance of 501 feet, to a point marking the southeast corner of the herein described tract;

THENCE in a northerly direction along the projected west line of the alley in Block 793, La Porte, a distance of 20 feet to a point 20 feet north of the northeast corner of Lot 1, Block 793, La Porte, said point marking the northeast corner of the herein described tract;

THENCE in a westerly direction along said line located 20 feet north of and parallel to the south line of the W. "D" Street Right-of-Way, a distance of 501 feet to a point marking the northwest corner of the herein described tract;

THENCE in a southerly direction along the projected centerline of the S. 14<sup>th</sup> St. Right-of-Way, a distance of 20 feet to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



## **DEED WITHOUT WARRANTY**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June 8, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Oakland Land & Development, LLC

Mailing Address: P.O. Box 952, Natchez, MS 39121

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

A 32,000 square foot portion of the S. 13<sup>th</sup> Street Right-of-Way (80' wide) in the Town of La Porte, Harris County, Texas, being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-\_\_\_\_\_ passed and approved by the City Council of the City of La Porte on the 8<sup>th</sup> day of June, 2015.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

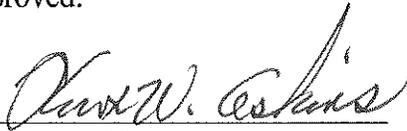
Attest:

City of La Porte

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on \_\_\_\_ day of June, 2015, by Corby D. Alexander, City Manager of the City of La Porte, a municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

**PREPARED IN THE LAW OFFICE OF:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**EXHIBIT "A"**

**TRACT 2**

**A 32,000 square foot portion of the S. 13<sup>th</sup> Street Right-of-Way (80' wide) being further described by metes & bounds as follows:**

BEGINNING at a point of intersection of the west line of the S. 13<sup>th</sup> Street Right-of-Way and the south line of the W. "D" Street Right-of-Way;

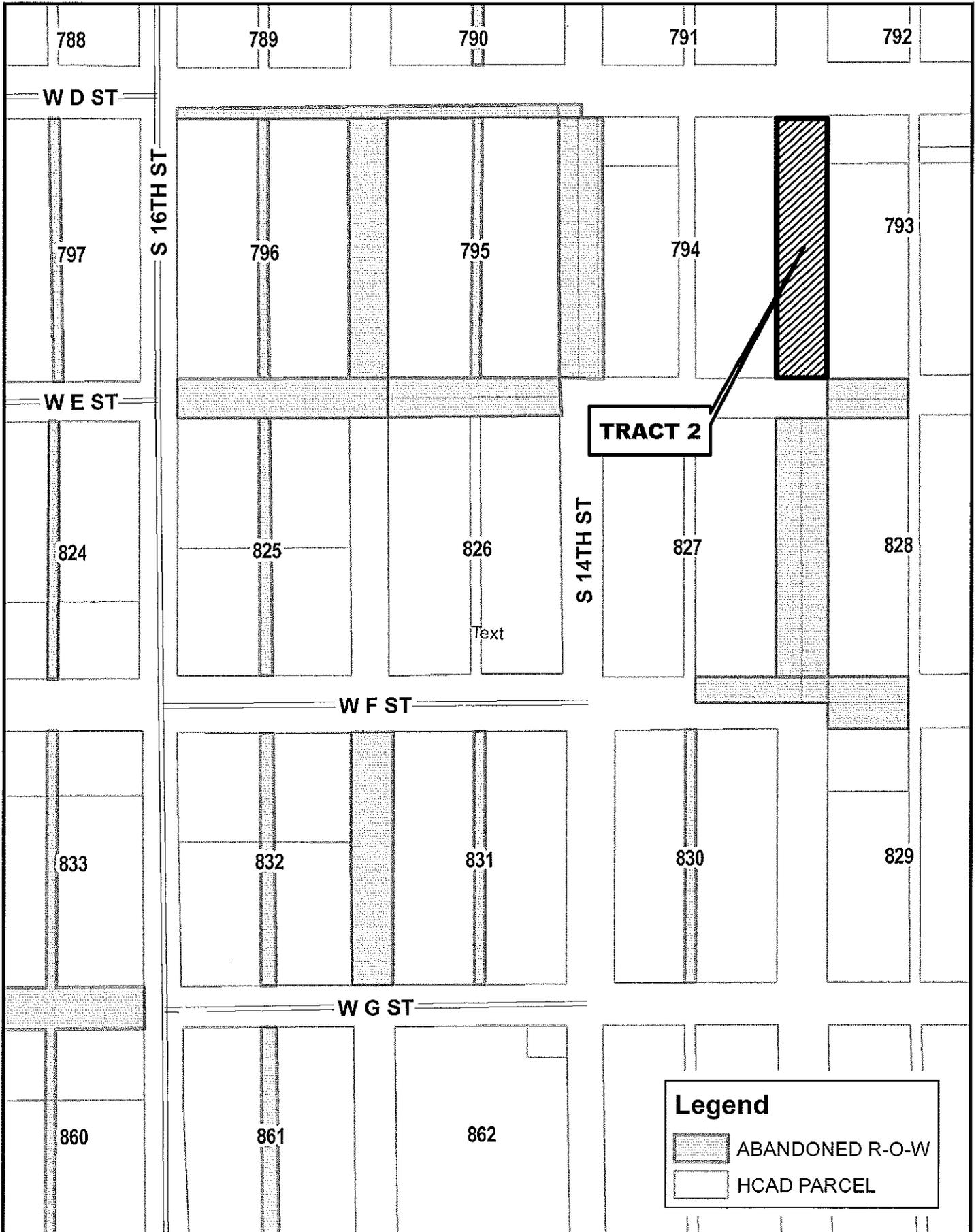
THENCE in an easterly direction along the south line of the W. "D" Street Right-of-Way to its intersection with the east line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 80', to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the S. 13<sup>th</sup> Street Right-of-Way to its intersection with the north line of the W. "E" Street Right-of-Way, a distance of 400', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the north line of the W. "E" Street Right-of-Way, a distance of 80' to a point marking the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 400' to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



## DEED WITHOUT WARRANTY

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Date: June 8, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Oakland Land & Development, LLC

Mailing Address: P.O. Box 952, Natchez, MS 39121

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

A 4,800 square foot portion of the S. 13th Street Right-of-Way (80' wide) and the W. "E" Street Right-of-way (60' wide) in the Town of La Porte, Harris County, Texas, being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-\_\_\_\_\_ passed and approved by the City Council of the City of La Porte on the 8<sup>th</sup> day of June, 2015.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

Attest:

City of La Porte

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

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P.O. Box 1218  
La Porte, TX 77572-1218

**EXHIBIT "A"**

**TRACT 3**

**A 4,800 square foot portion of the S. 13<sup>th</sup> Street Right-of-Way (80' wide) and the W. "E" Street Right-of-Way (60' wide) being further described by metes & bounds as follows:**

BEGINNING at a point of intersection of the west line of the S. 13<sup>th</sup> Street Right-of-Way and the north line of the W. "E" Street Right-of-Way;

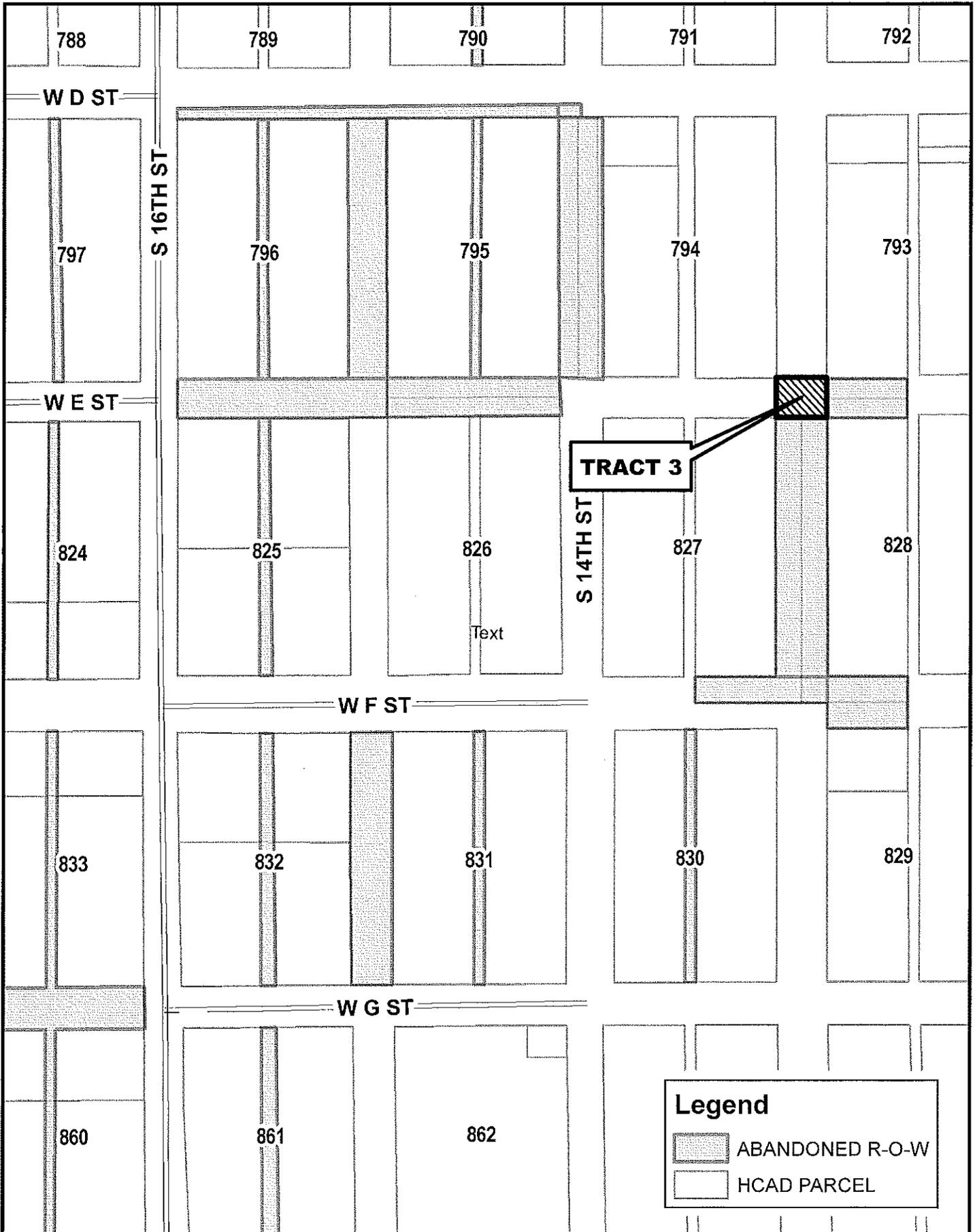
THENCE in an easterly direction along the north line of the W. "E" Street Right-of-Way to its intersection with the east line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 80', to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the projected east line of the S. 13<sup>th</sup> Street Right-of-Way to its intersection with the south line of the W. "E" Street Right-of-Way, a distance of 60', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the south line of the W. "E" Street Right-of-Way, a distance of 80' to a point marking the southwest corner of the herein described tract;

THENCE in a northerly direction along the projected west line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 60' to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



1 inch = 200 feet

## DEED WITHOUT WARRANTY

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Date: June 8, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Oakland Land & Development, LLC

Mailing Address: P.O. Box 952, Natchez, MS 39121

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

A 3,200 square foot portion of the S. 13<sup>th</sup> Street Right-of-Way (80' wide) and the W. "F" Street Right-of-Way (60' wide) in the Town of La Porte, Harris County, Texas, being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-\_\_\_\_\_ passed and approved by the City Council of the City of La Porte on the 8<sup>th</sup> day of June, 2015.

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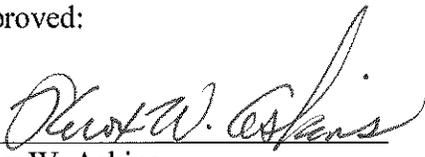
Attest:

City of La Porte

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Patrice Fogarty  
City Secretary

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

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Notary Public, State of Texas

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**EXHIBIT "A"**  
**TRACT 4**

**A 3,200 square foot portion of the S. 13<sup>th</sup> Street Right-of-Way (80' wide) and the W. "F" Street Right-of-Way (60' wide) being further described by metes & bounds as follows:**

BEGINNING at a point of intersection of the projected west line of the S. 13<sup>th</sup> Street Right-of-Way and the centerline of the W. "F" Street Right-of-Way;

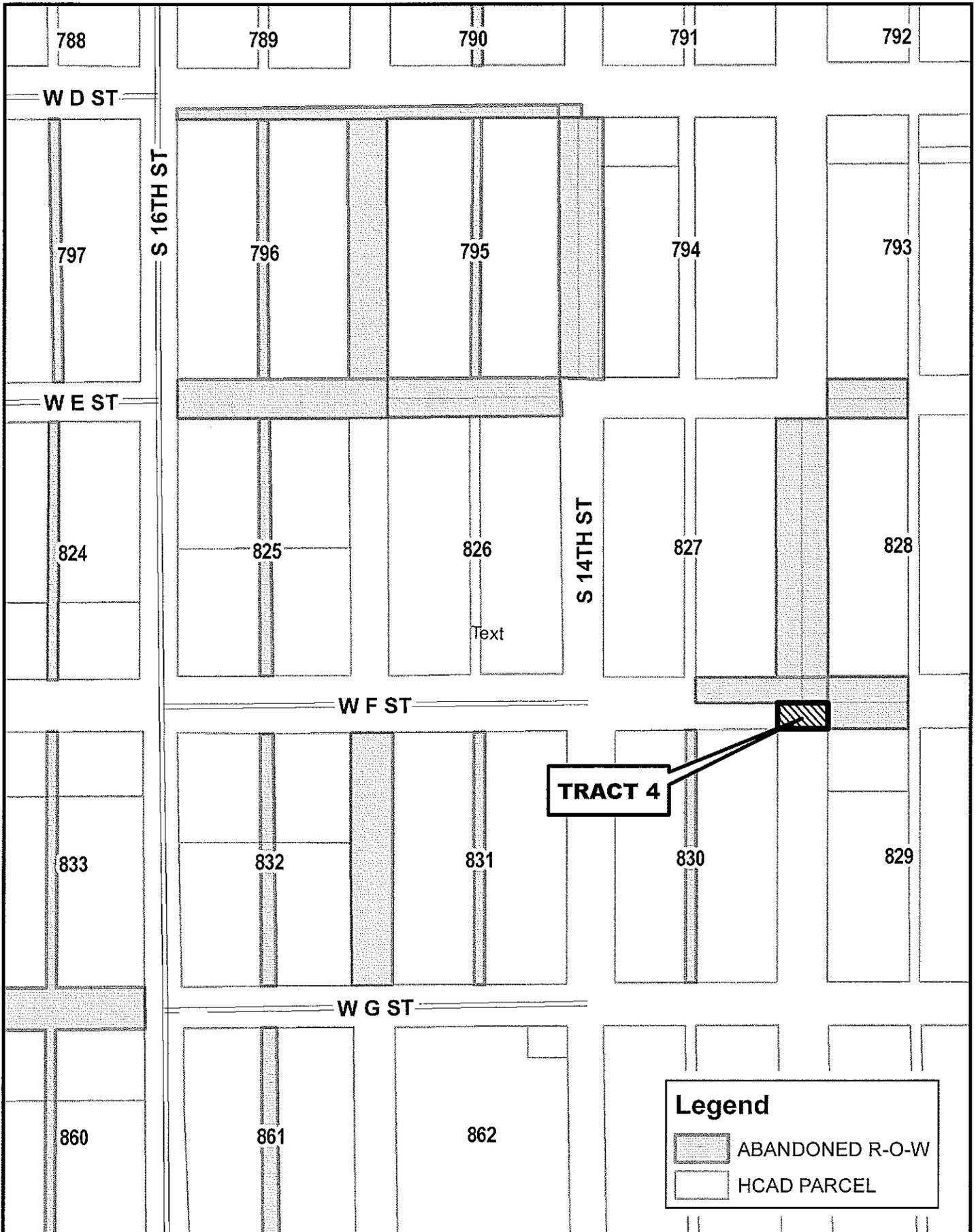
THENCE in an easterly direction along the centerline of the W. "F" Street Right-of-Way to its intersection with the projected east line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 80', to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the projected east line of the S. 13<sup>th</sup> Street Right-of-Way to its intersection with the south line of the W. "F" Street Right-of-Way, a distance of 40', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the south line of the W. "F" Street Right-of-Way, a distance of 80' to a point marking the southwest corner of the herein described tract;

THENCE in a northerly direction along the projected west line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 40' to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



1 inch = 200 feet

## DEED WITHOUT WARRANTY

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Date: June 8, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Oakland Land & Development, LLC

Mailing Address: P.O. Box 952, Natchez, MS 39121

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

A 32,000 square foot portion of the S. 13th Street Right-of-Way (80' wide) in the Town of La Porte, Harris County, Texas, being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-\_\_\_\_ passed and approved by the City Council of the City of La Porte on the 8<sup>th</sup> day of June, 2015.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

Attest:

City of La Porte

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Patrice Fogarty  
City Secretary

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

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**EXHIBIT "A"**  
**TRACT 5**

**A 32,000 square foot portion of the S. 13<sup>th</sup> Street Right-of-Way (80' wide) being further described by metes & bounds as follows:**

BEGINNING at a point of intersection of the west line of the S. 13<sup>th</sup> Street Right-of-Way and the south line of the W. "F" Street Right-of-Way;

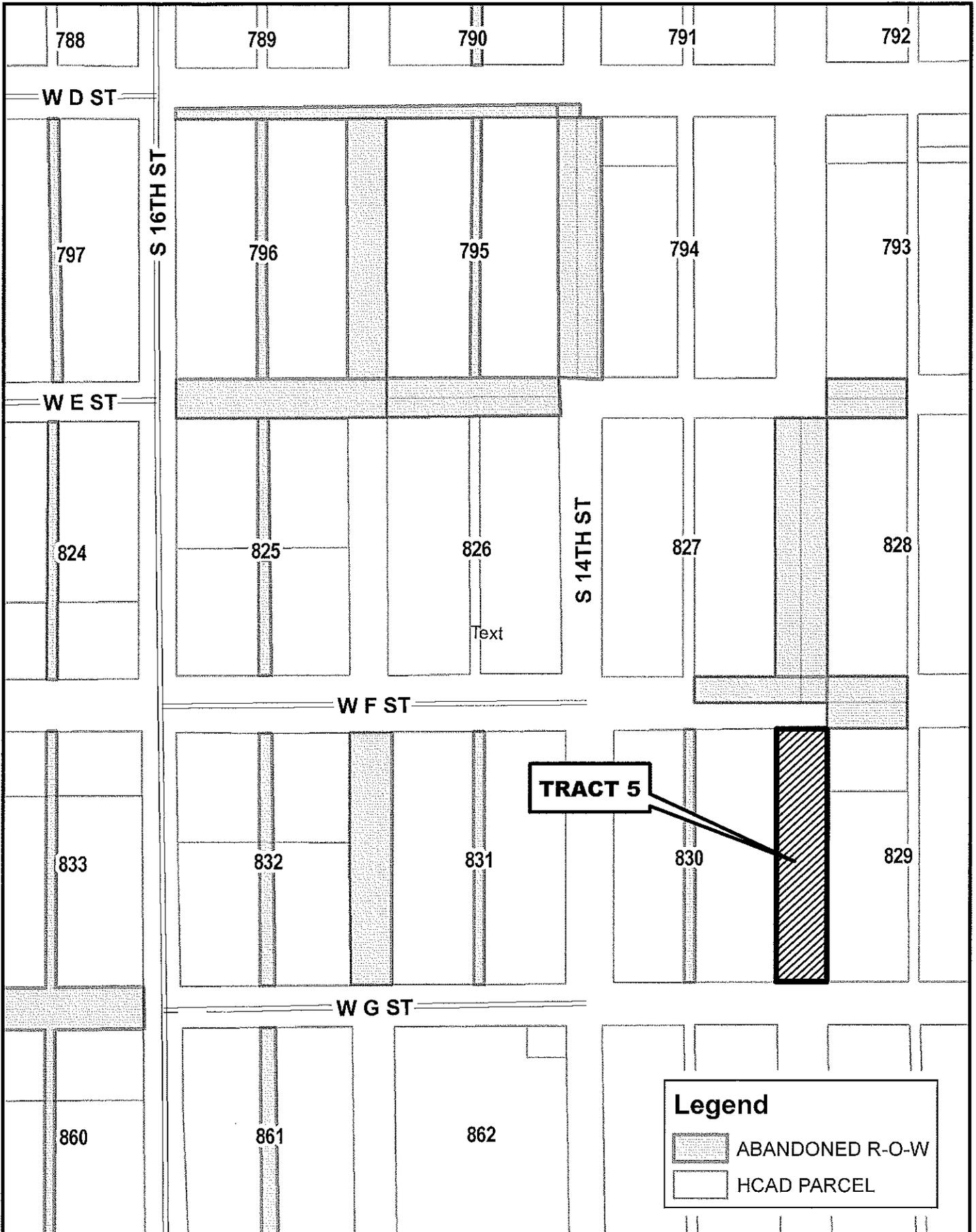
THENCE in an easterly direction along the south line of the W. "F" Street Right-of-Way to its intersection with the east line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 80', to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the S. 13<sup>th</sup> Street Right-of-Way to its intersection with the north line of the W. "G" Street Right-of-Way, a distance of 400', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the north line of the W. "G" Street Right-of-Way, a distance of 80' to a point marking the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the S. 13<sup>th</sup> Street Right-of-Way, a distance of 400' to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



1 inch = 200 feet

## DEED WITHOUT WARRANTY

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Date: June 8, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Oakland Land & Development, LLC

Mailing Address: P.O. Box 952, Natchez, MS 39121

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

A 6,400 square foot portion of the alley in Block 794, Town of La Porte, Harris County, Texas, being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-\_\_\_\_\_ passed and approved by the City Council of the City of La Porte on the 8<sup>th</sup> day of June, 2015.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

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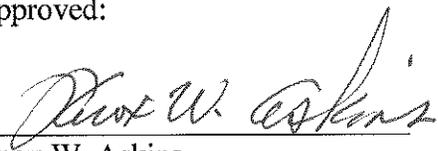
Attest:

City of La Porte

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

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Notary Public, State of Texas

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La Porte, TX 77572-1218

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P.O. Box 1218  
La Porte, TX 77572-1218

**EXHIBIT "A"**  
**TRACT 6**

**A 6,400 square foot portion of the alley in Block 794, La Porte, being further described by metes & bounds as follows:**

BEGINNING at the northeast corner of Lot 1, Block 794, La Porte;

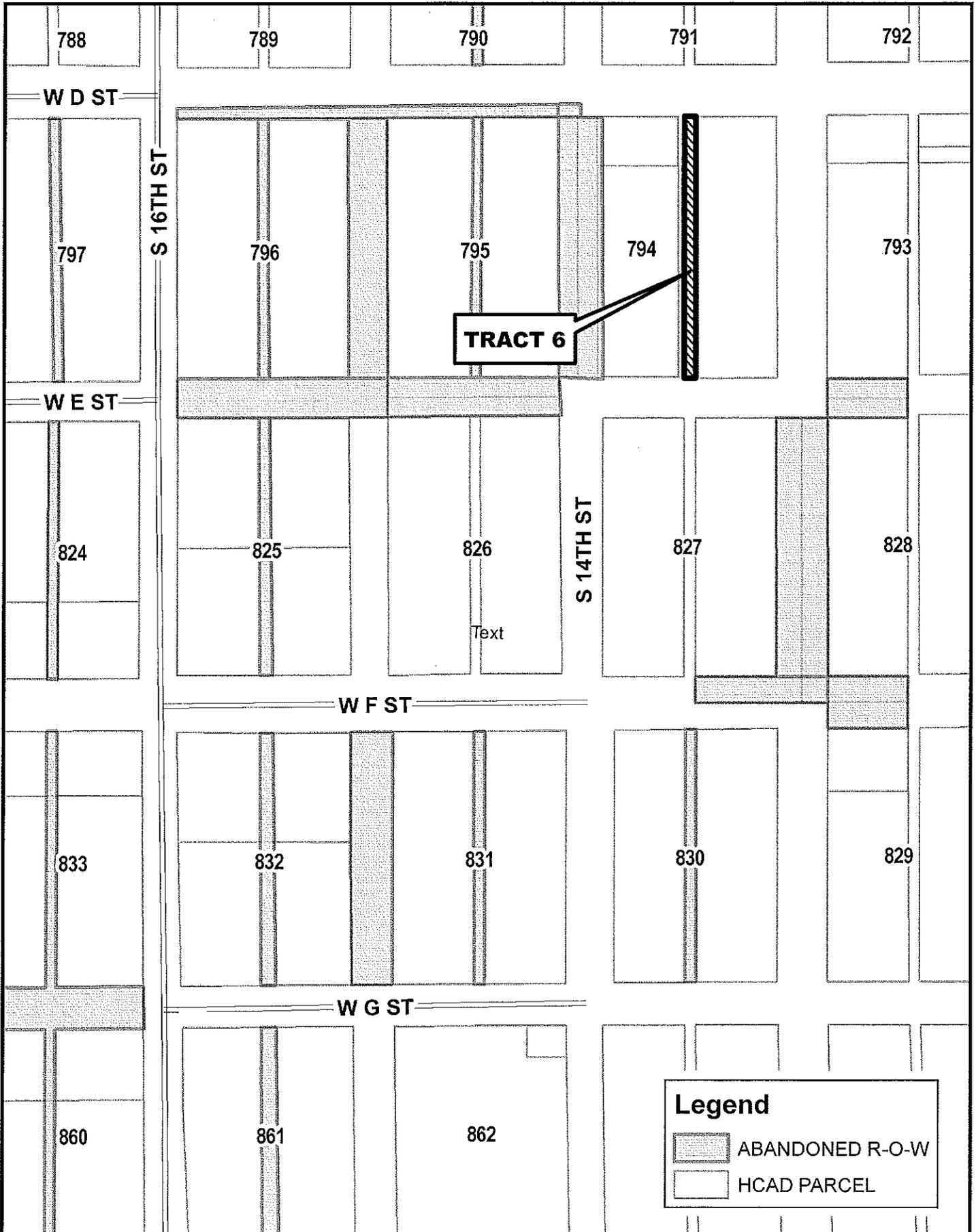
THENCE in an easterly direction along the projected south line of the W. "D" Street Right-of-Way to its intersection with the northwest corner of Lot 32, Block 794, La Porte, said point being the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the alley of Block 794, La Porte to its intersection with the southwest corner of Lot 17, Block 794, La Porte, a distance of 400', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the projected north line of the W. "E" Street Right-of-Way, a distance of 16' to a point at the southeast corner of Lot 16, Block 794, La Porte and the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the alley of Block 794, La Porte, a distance of 400' to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



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## DEED WITHOUT WARRANTY

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Date: June 8, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Oakland Land & Development, LLC

Mailing Address: P.O. Box 952, Natchez, MS 39121

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

A 6,400 square foot portion of the alley in Block 827, Town of La Porte, Harris County, Texas, being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-\_\_\_\_\_ passed and approved by the City Council of the City of La Porte on the 8<sup>th</sup> day of June, 2015.

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Attest:

City of La Porte

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS           §  
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Notary Public, State of Texas

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La Porte, TX 77572-1218

**EXHIBIT "A"**  
**TRACT 7**

**A 6,400 square foot portion of the alley in Block 827, La Porte, being further described by metes & bounds as follows:**

BEGINNING at the northeast corner of Lot 1, Block 827, La Porte;

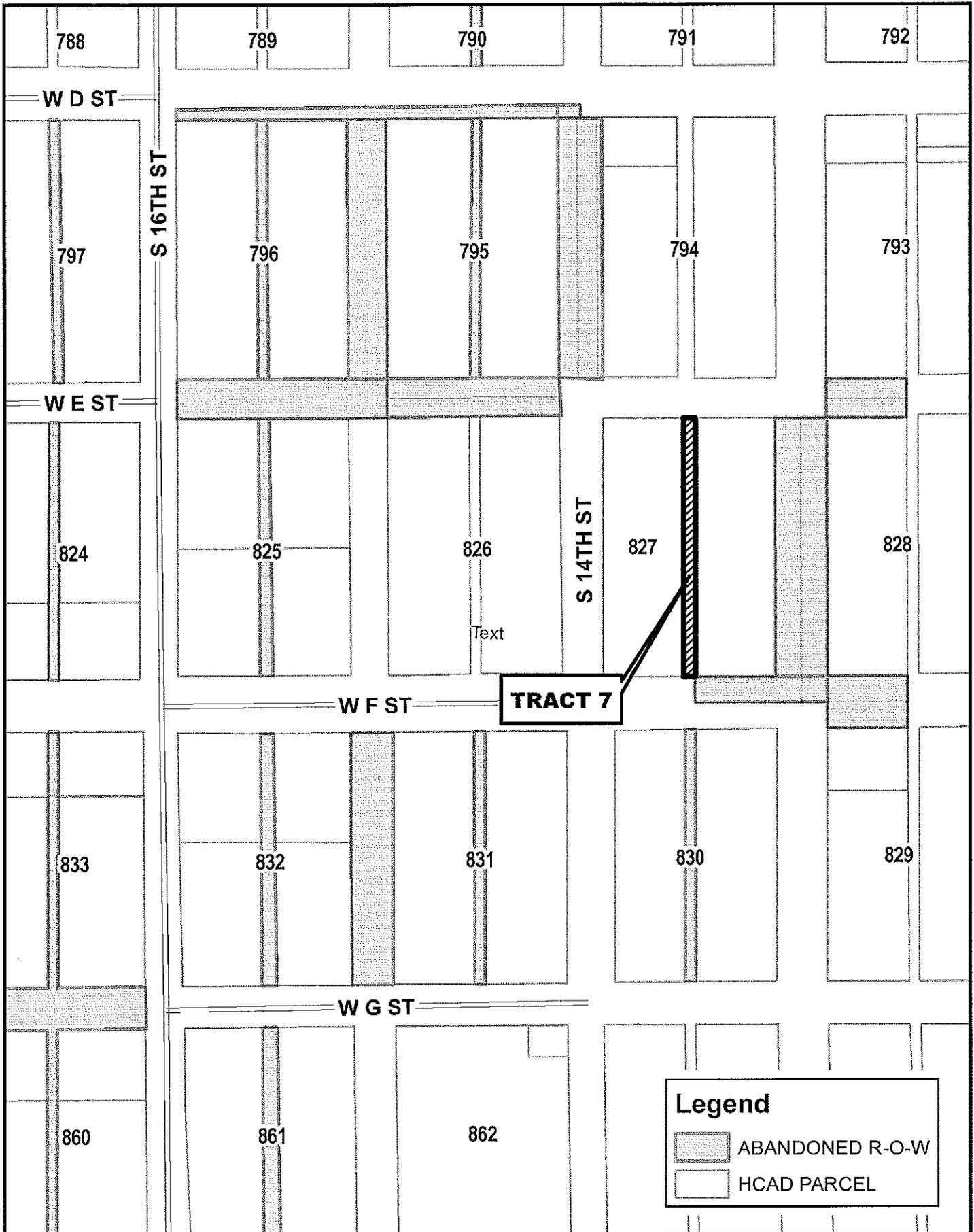
THENCE in an easterly direction along the projected south line of the W. "E" Street Right-of-Way to its intersection with the northwest corner of Lot 32, Block 827, La Porte, a distance of 16 feet to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the alley of Block 827, La Porte, to its intersection with the southwest corner of Lot 17, Block 827, La Porte, a distance of 400', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the projected north line of the W. "F" Street Right-of-Way, a distance of 16' to the southeast corner of Lot 16, Block 827, La Porte, being the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the alley of Block 827, La Porte, a distance of 400' to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



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## DEED WITHOUT WARRANTY

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Date: June 8, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Oakland Land & Development, LLC

Mailing Address: P.O. Box 952, Natchez, MS 39121

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

A 6,400 square foot portion of the alley in Block 826, Town of La Porte, Harris County, Texas, being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-\_\_\_\_\_ passed and approved by the City Council of the City of La Porte on the 8<sup>th</sup> day of June, 2015.

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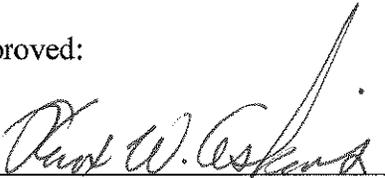
Attest:

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City Secretary

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Corby D. Alexander  
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P.O. Box 1218  
La Porte, TX 77572-1218

**EXHIBIT "A"**  
**TRACT 8**

**A 6,400 square foot portion of the alley in Block 826, La Porte, being further described by metes & bounds as follows:**

BEGINNING at the northeast corner of Lot 1, Block 826, La Porte;

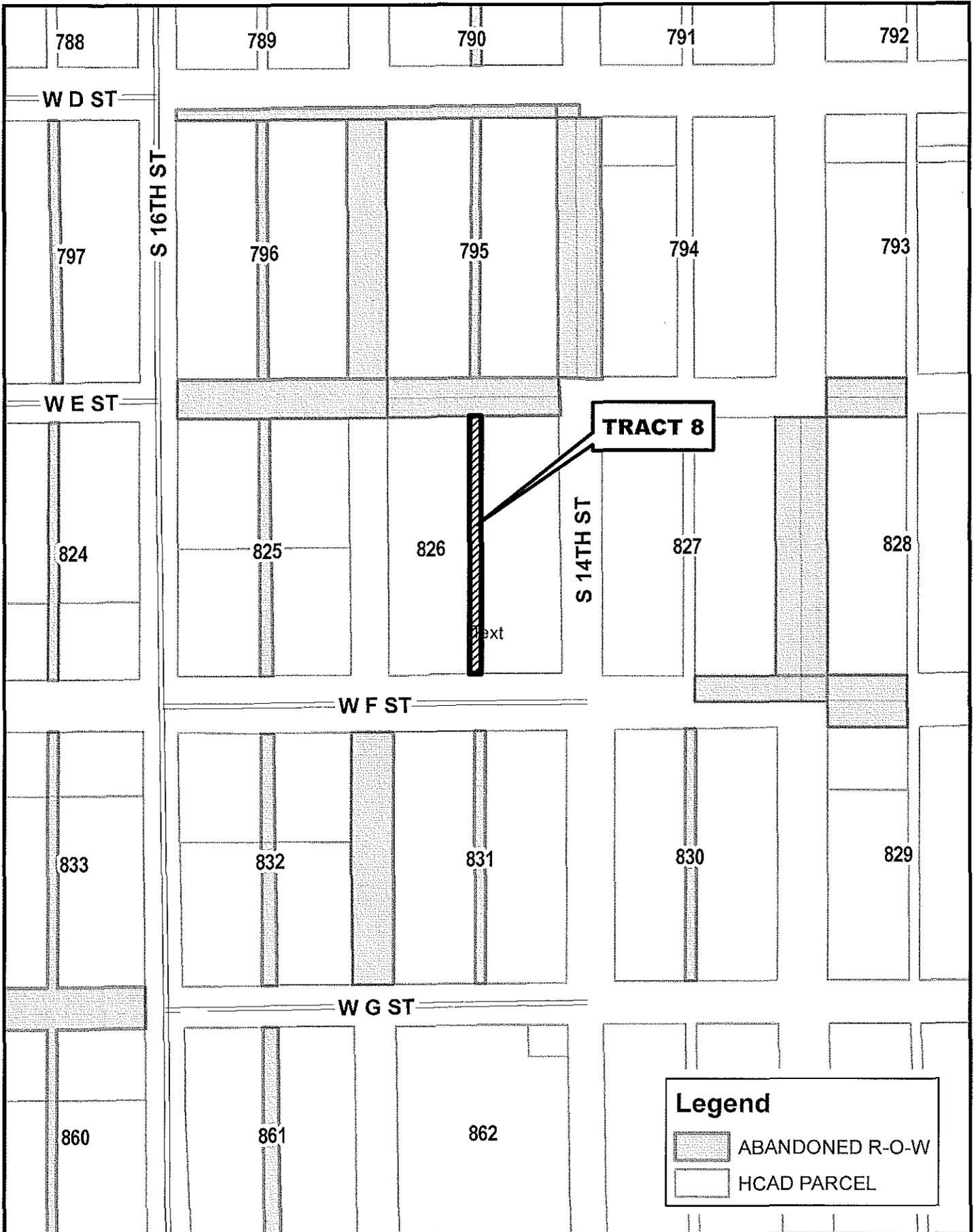
THENCE in an easterly direction along the projected south line of the W. "E" Street Right-of-Way to its intersection with the northwest corner of Lot 32, Block 826, La Porte, a distance of 16 feet to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the alley of Block 826, La Porte, to its intersection with the southwest corner of Lot 17, Block 827, La Porte, a distance of 400', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the projected north line of the W. "F" Street Right-of-Way, a distance of 16' to the southeast corner of Lot 16, Block 827, La Porte, being the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the alley of Block 827, La Porte, a distance of 400' to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



1 inch = 200 feet

**DEED WITHOUT WARRANTY**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June 8, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Oakland Land & Development, LLC

Mailing Address: P.O. Box 952, Natchez, MS 39121

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

A 16,500 square foot portion of the S. 15<sup>th</sup> Street Right-of-Way (60' wide) in the Town of La Porte, Harris County, Texas, being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-\_\_\_\_\_ passed and approved by the City Council of the City of La Porte on the 8<sup>th</sup> day of June, 2015.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

Attest:

City of La Porte

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on \_\_\_\_ day of June, 2015, by Corby D. Alexander, City Manager of the City of La Porte, a municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

**PREPARED IN THE LAW OFFICE OF:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**EXHIBIT "A"**  
**TRACT 9**

**A 16,500 square foot portion of the S. 15<sup>th</sup> Street Right-of-Way (60' wide), being further described by metes & bounds as follows:**

BEGINNING at the northeast corner of Lot 32, Block 825, La Porte;

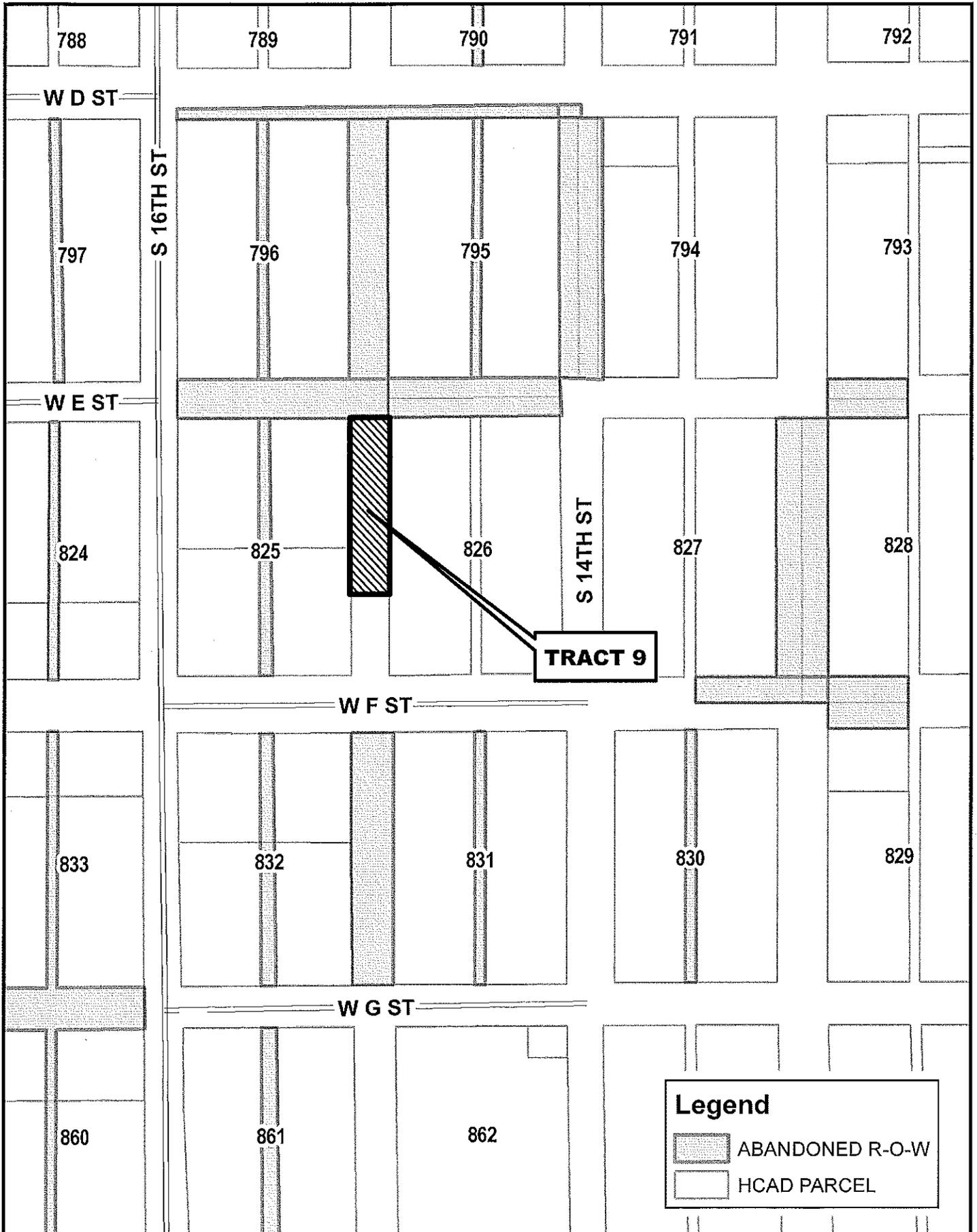
THENCE in an easterly direction along the projected south line of the W. "E" Street Right-of-Way to its intersection with the northwest corner of Lot 1, Block 825, La Porte, a distance of 60 feet to a point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the S. 15<sup>th</sup> Street Right-of-Way to its intersection with the southwest corner of Lot 11, Block 826, La Porte, a distance of 275', to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along a line projected west from the south line of Lot 11 to the southeast corner of Lot 22, Block 825, La Porte, a distance of 60', and being the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the S. 15<sup>th</sup> St. Right-of-Way a distance of 275' to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



1 inch = 200 feet

## DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June 8, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Oakland Land & Development, LLC

Mailing Address: P.O. Box 952, Natchez, MS 39121

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

A 12,000 square foot portion of the S. 14<sup>th</sup> Street Right-of-Way (60' wide) in the Town of La Porte, Harris County, Texas, being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-\_\_\_\_\_ passed and approved by the City Council of the City of La Porte on the 8<sup>th</sup> day of June, 2015.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

Attest:

City of La Porte

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on \_\_\_\_ day of June, 2015, by Corby D. Alexander, City Manager of the City of La Porte, a municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

**PREPARED IN THE LAW OFFICE OF:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**EXHIBIT "A"**  
**TRACT 10-A**

**A 12,000 square foot portion of the S. 14<sup>th</sup> Street Right-of-Way (60' wide), being further described by metes & bounds as follows:**

BEGINNING at the northwest corner of Lot 1, Block 830, La Porte;

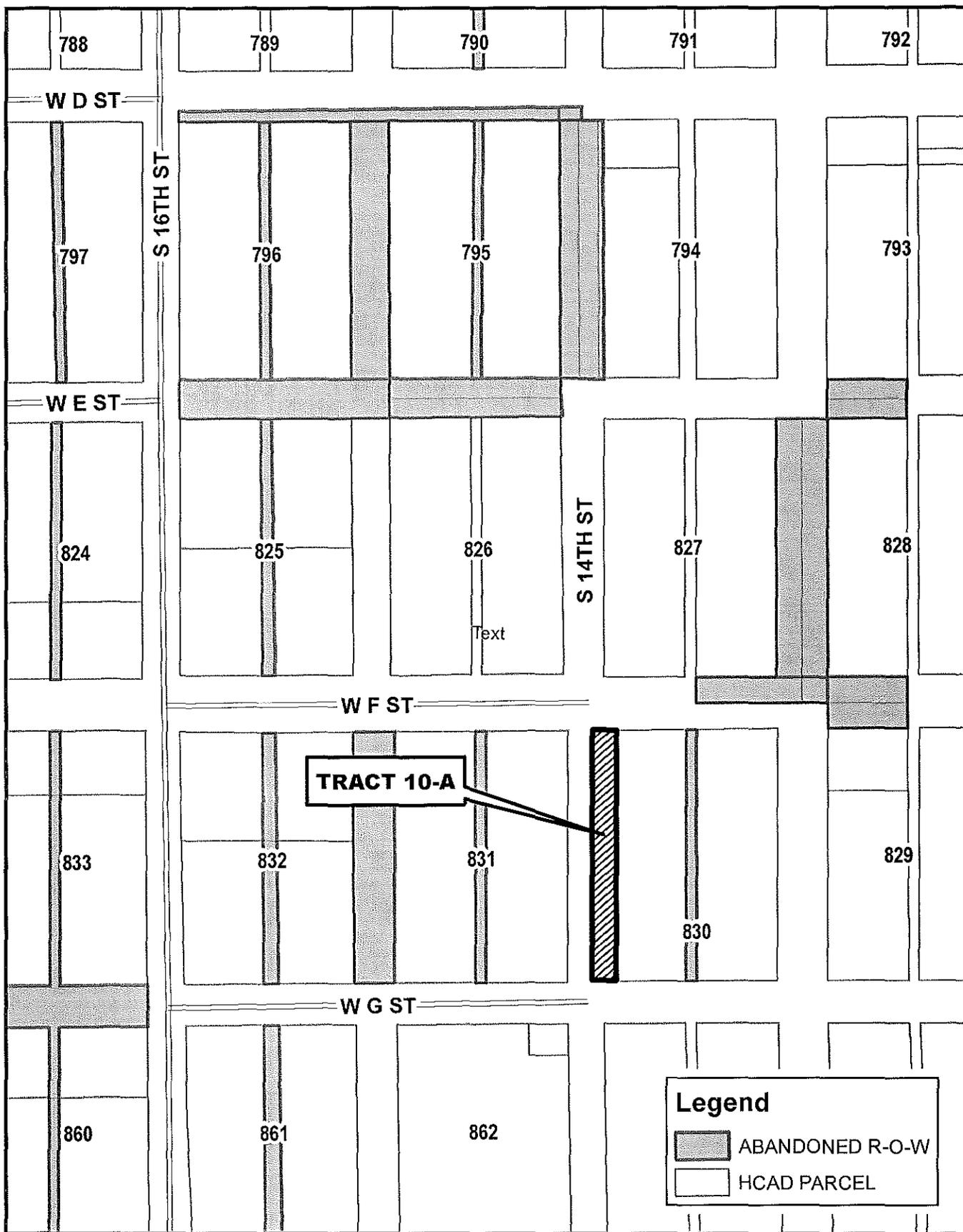
THENCE in a southerly direction along the east line of the S. 14th Street Right-of-Way to its intersection with the southwest corner of Lot 16, Block 830, La Porte, said point being located on the north line of the W. "G" Street Right-of-Way, a distance of 400 feet to a point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the north line of the W. "G" Street Right-of-Way to its intersection with the centerline of the S. 14<sup>th</sup> Street Right-of-Way, a distance of 30' to a point marking the southwest corner of the herein described tract;

THENCE in a northerly direction along the centerline of the S. 14th Street Right-of-Way a distance of 400' to a point marking the northwest corner of the herein described tract, said point being located on the south line of the W. "F" Street Right-of-Way;

THENCE in an easterly direction along the south line of the W. "F" Street Right-of-Way a distance of 30' to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



## DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June 8, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: Insultherm, Inc.

Mailing Address: P.O. Box 311, La Porte, TX 77572-0311

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

A 12,000 square foot portion of the S. 14<sup>th</sup> Street Right-of-Way (60' wide) in the Town of La Porte, Harris County, Texas, being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-\_\_\_\_ passed and approved by the City Council of the City of La Porte on the 8<sup>th</sup> day of June, 2015.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

Attest:

City of La Porte

\_\_\_\_\_  
Patrice Fogarty  
City Secretary

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

Approved:

  
\_\_\_\_\_  
Knox W. Askins  
City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on \_\_\_\_ day of June, 2015, by Corby D. Alexander, City Manager of the City of La Porte, a municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

**PREPARED IN THE LAW OFFICE OF:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**EXHIBIT "A"**

**TRACT 10-B**

**A 12,000 square foot portion of the S. 14<sup>th</sup> Street Right-of-Way (60' wide), being further described by metes & bounds as follows:**

BEGINNING at the northeast corner of Lot 32, Block 831, La Porte;

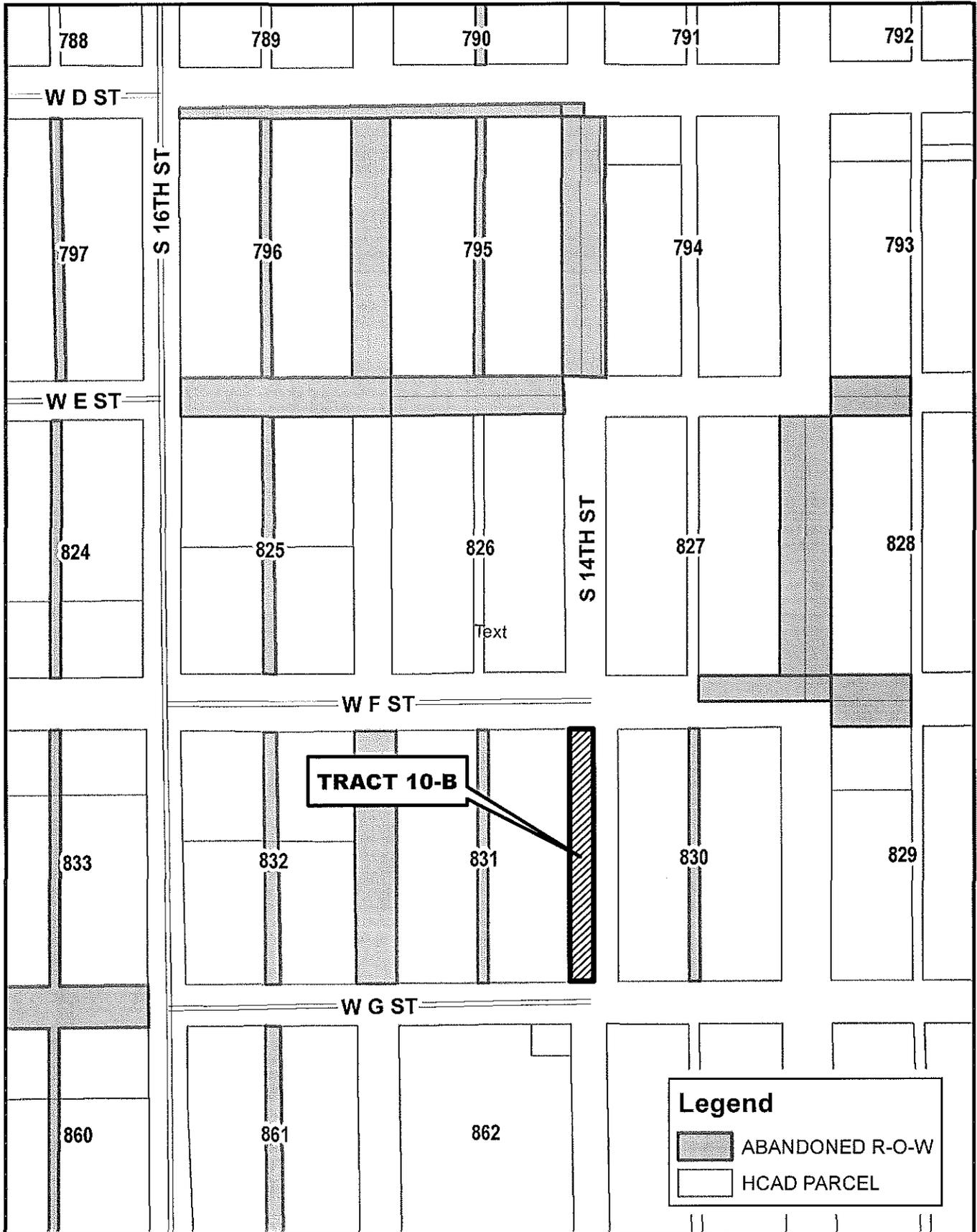
THENCE in a southerly direction along the west line of the S. 14th Street Right-of-Way to its intersection with the southeast corner of Lot 17, Block 831, La Porte, said point being located on the north line of the W. "G" St. Right-of-Way, a distance of 400 feet to a point marking the southwest corner of the herein described tract;

THENCE in an easterly direction along the north line of the W. "G" Street Right-of-Way to its intersection with the centerline of the S. 14<sup>th</sup> Street Right-of-Way, a distance of 30' to a point marking the southeast corner of the herein described tract;

THENCE in a northerly direction along the centerline of the S. 14th Street Right-of-Way a distance of 400' to a point marking the northeast corner of the herein described tract, said point being located on the south line of the W. "F" Street Right-of-Way;

THENCE in an westerly direction along the south line of the W. "F" Street Right-of-Way a distance of 30' to the POINT OF BEGINNING of the herein described tract.

# EXHIBIT "B"



1 inch = 200 feet

## DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June 1 , 2015

Grantor: Oakland Land & Development, LLC

Mailing Address: P.O. Box 952, Natchez, MS 39121

Grantee: City of La Porte, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Consideration: Ten and No/100 Dollars (\$10.00) cash  
and other good and valuable considerations

Property (including any improvements):

Being a 0.1147 acre (5,000 square feet) tract of land, being a portion of the abandoned West "F" Street Right-of-Way (80') and being located south and adjacent to the south line of Lot 17, Block 827, La Porte, said tract being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B".

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

OAKLAND LAND & DEVELOPMENT, LLC

BY:   
Authorized Officer

STATE OF MISSISSIPPI §

COUNTY OF Adams §

This instrument was acknowledged before me on 1<sup>st</sup> day of June, 2015, by Alton J. Ogden Jr., an authorized officer of Oakland Land & Development, LLC.



  
Notary Public, State of Mississippi

**AFTER RECORDING RETURN TO:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**PREPARED IN THE LAW OFFICE OF:**

ASKINS & ASKINS, P.C.  
P.O. Box 1218  
La Porte, TX 77572-1218

**EXHIBIT "A"**  
**METES & BOUNDS DESCRIPTION**

A 0.1147 acre (5,000 square feet) tract of land being a portion of the abandoned West "F" Street Right-of-Way (80') and being located south of and adjacent to the south line of Lot 17, Block 827, La Porte, said tract being more particularly described as follows:

BEGINNING at the southwest corner of Lot 17, Block 827, La Porte;

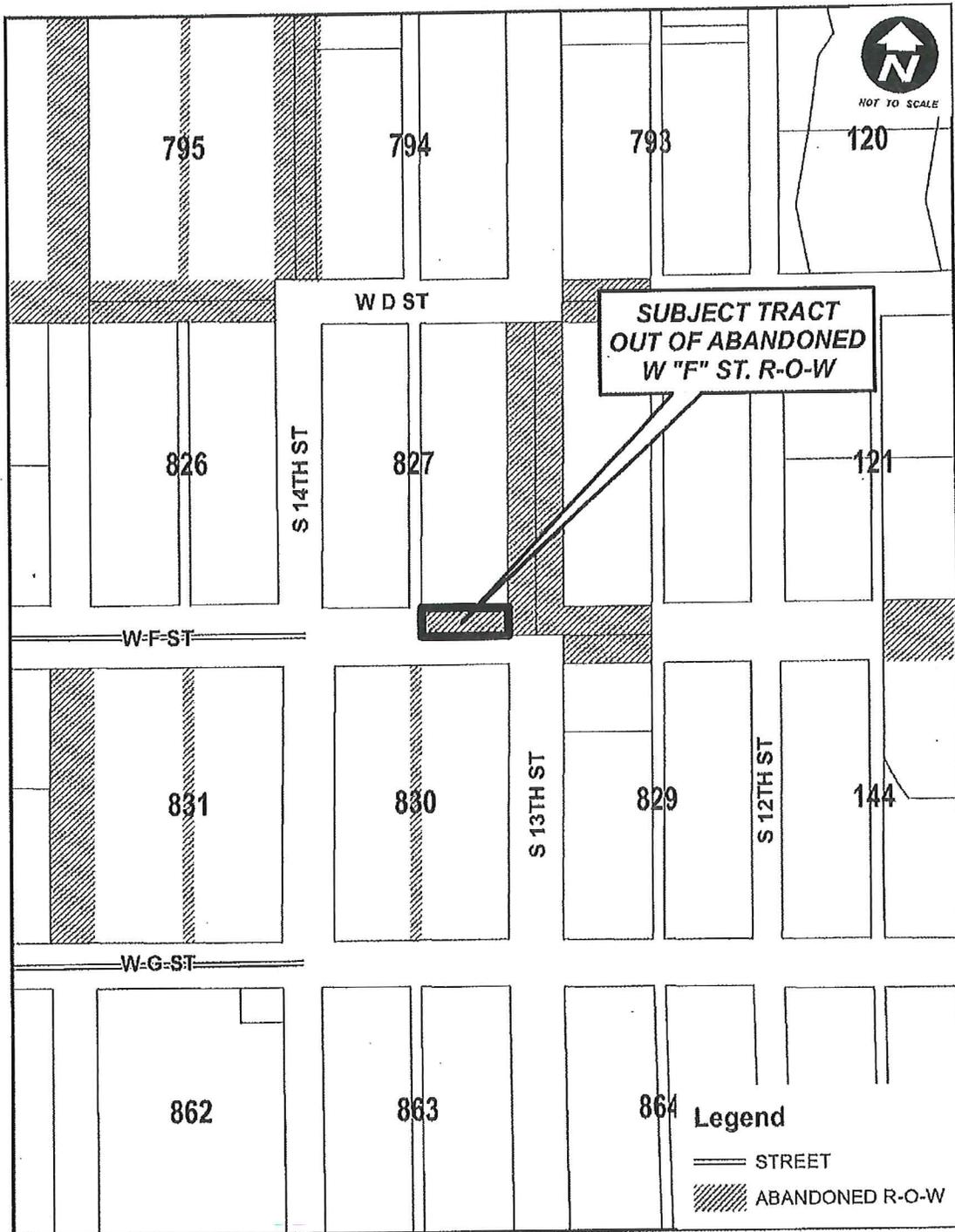
THENCE in an easterly direction along the south line of Lot 17, Block 827, La Porte, a distance of 125 feet to the southeast corner of Lot 17, Block 827, La Porte, said point marking the northeast corner of the herein described tract;

THENCE in a southerly direction along a line projected southward from the east line of Block 827, La Porte, a distance of 40 feet to its intersection with the centerline of the platted West "F" Street Right-of-Way (80'), said point marking the southeast corner of the herein described tract;

THENCE in a westerly direction along the centerline of the platted West "F" Street Right-of-Way (80'), a distance of 125 feet to its intersection with a line projected southward from the east line of the alley in Block 827, La Porte, said point marking the southwest corner of the herein described tract;

THENCE in a northerly direction along said line projected southward from the east line of the alley in Block 827, La Porte, a distance of 40 feet to the POINT OF BEGINNING.

# EXHIBIT "B"



# R.C. Chuoke & Associates, Inc.

Appraisers & Consultants

P.O. Box 1447  
League City, Texas 77574

Office- 281-338-9633  
Fax- 281-338-9533

July 28, 2014

City of La Porte  
P.O. Box 1115  
La Porte, Texas 77572

RE: Restricted Appraisal regarding the estimated **Market Value** of portions of existing 16 foot alleyways out of Blocks 793, 826, and 827 and portions of West "D" Street, West "E" Street, West "F" Street, South 13th, South 14th and South 15th Streets of the Town of La Porte, Harris County, Texas.

Dear Sirs:

In accordance with your request, I have inspected the following described property for the purpose of estimating the **Market Value** following described property as of the date of this Restricted Appraisal. As per our agreement, the data and analysis is presented in an abbreviated Restricted Appraisal format and is not intended to contain the full analysis.

## **BRIEF LEGAL DESCRIPTION OF PROPERTY**

Known as portions of existing 16 foot alleyways out of Blocks 793, 826, and 827 and portions of West "D" Street, West "E" Street, West "F" Street, South 13th, South 14th and South 15th Streets of the Town of La Porte, Harris County, Texas per the site plan provided. (See Site plan in addenda).

At our client's request, the results of our investigation and analyses are being presented via a Restricted Appraisal Report format as permitted by Standard 2-2(b). A file memorandum is maintained in our office for review. The subject property was inspected on July 15, 2014. I hereby certify that I have personally inspected the property described via a street inspection and that all data gathered by my investigation is from sources believed reliable and true. In preparing this Restricted Appraisal, a study of comparable sales and other related market data was performed.

.....Page 2 Continued.....

It should clearly be understood that this letter only constitutes only a statement of the final value and that does not presume to be the complete analysis of the subject property nor a complete appraisal format and is subject to the preparation of a detailed appraisal report.

The market values in the subject neighborhood appear to vary generally from +- \$2.00 PSF to over \$4.00 PSF for tracts generally similar to the subject property with locations that range from primary to secondary type roadways.

The "parent tracts" surrounding the subject parcels consists of commercial and light industrial tracts. Most of these parcels are improved with office/warehouse facility most with open storage yards. These sites are reported to have general access public utilities. The site appears to be generally flat and level. The subject properties and adjacent tracts are not located in the 100 year flood plain. The adjacent properties are primarily improved with commercial and light industrial office/warehouse properties some of which include large open paved or stabilized yard areas. The Highest and Best Use of the subject property is determined to be for commercial or light industrial use. The client and intended user of this appraisal is the City of La Porte only. The intended use is to estimate the current market value of the subject property of this analysis as described above. There has been no other transfer of the *subject property* noted for the past 36 months per client data. The effective date of the appraisal is July 15, 2014. The effective date of the report is July 18, 2014. The estimated exposure time is up to 24 months.

After a review of the comparable sales it is my opinion the estimated unit value range of between **\$2.00 to \$4.50 PSF** would be placed on the subject property with a mid-range value of **\$2.75 PSF** being indicated for the parent tract. **Therefore the unit market value of the subject tract is estimated at \$2.75 PSF which is based on 100% fee simple ownership with no discounting applied.**

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "CP Chuoke".

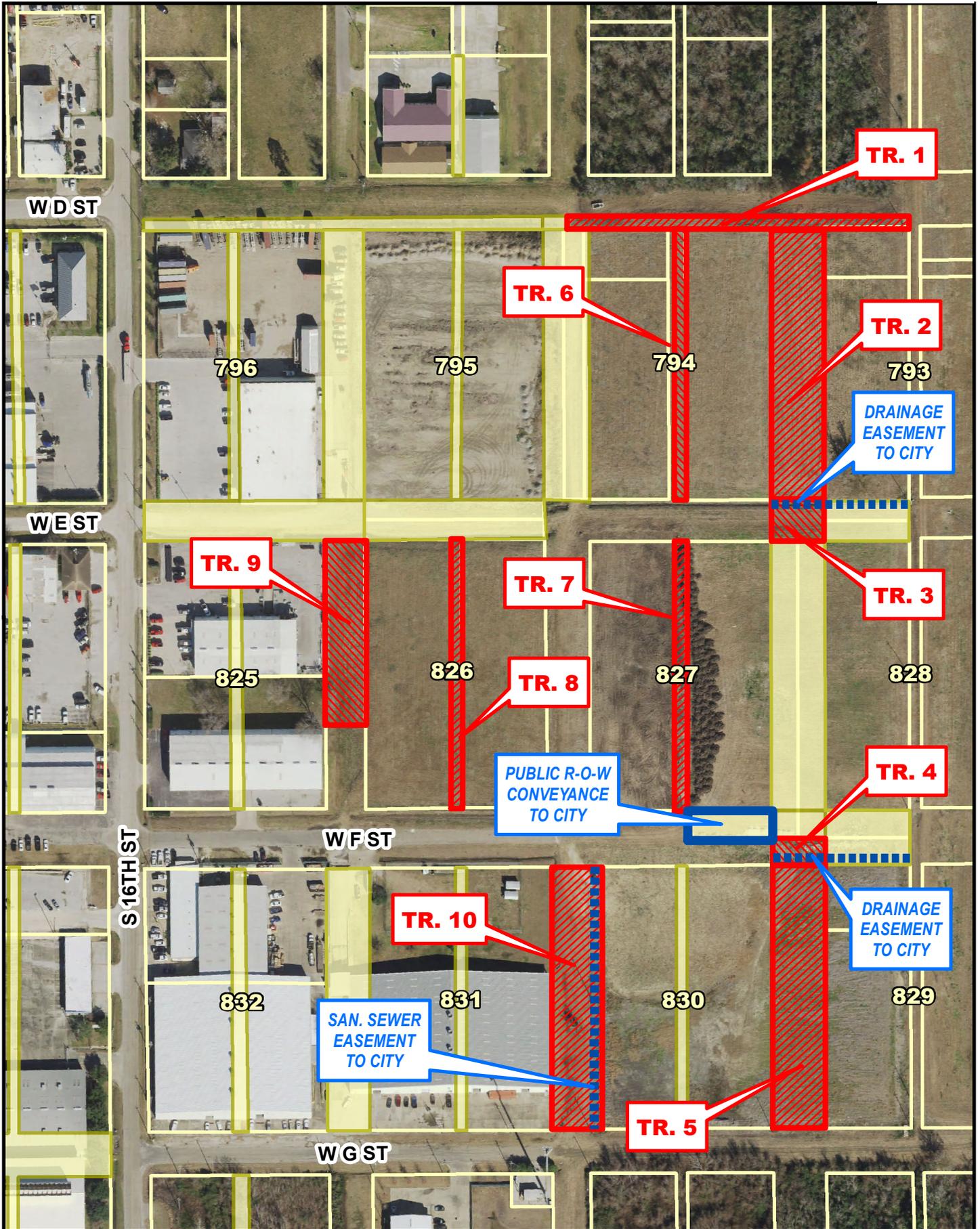
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Chris Chuoke, President  
R.C. CHUOKE & ASSOCIATES , INC.

# AREA MAP



NOT TO SCALE



## **REQUEST FOR CITY COUNCIL AGENDA ITEM**

**Agenda Date Requested:** June 22, 2015

**Requested By:** Bob Eng

**Department:** Planning

**Report:** X **Resolution:**      **Ordinance:**     

### **Appropriation**

**Source of Funds:** Fund 15

**Account Number:** 015-9892-649-1100

**Amount Budgeted:** \$125,000.00

**Amount Requested:** \$72,629.47

**Budgeted Item:** X YES      NO

### **Exhibits:**

1. Notification Report
2. Bid from Trikings Construction
3. Bid Tabulation
4. Site Plan

---

### **SUMMARY & RECOMMENDATION**

The City received bids to provide for the construction of a concrete parking lot located at 114 South 3<sup>rd</sup> Street. The parking lot will provide much needed parking along Main Street for patrons to their businesses from 5<sup>th</sup> Street to Broadway along Main Street. The project is funded by an Economic Development Fund transfer.

To expedite the completion of the project our Publics Works Department has completed the sub-base and sub-grade work. Public Works has also installed the electrical conduits and secured the lighting for the parking lot. The total amount spent or encumbered to date is \$36,331.00. This leaves a current remaining project balance of \$88,669.00.

The contractor's bid was examined and it is staff's recommendation to award the contract to Trikings Construction for \$ 69,170.92, plus a 5% construction contingency in the amount of \$3,458.55 for a total requested amount of \$72,629.47.

The current project balance minus the award amount leaves \$16,039.53 and should cover the remaining work which will be wiring and installing lights and providing landscaping and irrigation.

---

### **Action Required of Council:**

Consider approval or other action of a contract with Trikings Construction for the construction of a concrete parking lot at 114 South 3<sup>rd</sup> Street in the amount of \$69,170.92, plus a 5% construction contingency of \$3,458.55 for a combined total of \$72,629.47.

---

### **Approved for City Council Agenda**

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

## Invitation and Access Report for Sealed Bid #15010 S. 3rd Street Public Parking

### Lot

#### INVITATION

Vendor Name	Invitation	Date	Reason
AAA Asphalt Paving Inc.	Invited	2015-04-30 10:55:14	Bid Notification
AHRG, Corporation	Classification	2015-04-30 10:55:17	Bid Notification
American Pavement Solutions	Invited	2015-04-30 10:55:14	Bid Notification
AMTEK	Self Invited	2015-05-06 11:09:48	Bid Notification
Angel Brothers Enterprises, Ltd.	Invited	2015-04-30 10:55:14	Bid Notification
aztec remodeling & landscaping company	Invited	2015-04-30 10:55:14	Bid Notification
Baukus Electric	Classification	2015-04-30 10:55:17	Bid Notification
BidClerk	Self Invited	2015-05-06 11:09:48	Bid Notification
Brooks Concrete Inc	Invited	2015-04-30 10:55:14	Bid Notification
CDC News	Classification	2015-04-30 10:55:17	Bid Notification
Construction Data Company	Self Invited	2015-05-06 11:09:48	Bid Notification
Construction Software Technologies	Self Invited	2015-05-11 23:51:09	Bid Notification
Dale Dobbins	Self Invited	2015-05-11 19:16:13	Bid Notification
D Davila	Classification	2015-04-30 10:55:17	Bid Notification
derk harmsen const. co inc	Classification	2015-04-30 10:55:17	Bid Notification
Dort & O'Connor Contractors	Classification	2015-05-06 08:15:09	Bid Notification
Follis Construction	Invited	2015-04-30 10:55:14	Bid Notification
HARRIS CONSTRUCTION COMPANY, LTD	Self Invited	2015-05-06 11:09:48	Bid Notification
HDR Engineering, Inc.	Invited	2015-04-30 10:55:14	Bid Notification
Hearn Company	Self Invited	2015-05-06 11:09:48	Bid Notification
IKLO Construction	Self Invited	2015-05-14 11:15:47	Bid Notification
ISC Global Services, Inc.	Classification	2015-04-30 10:55:17	Bid Notification
Jlm Kodam Inc.	Classification	2015-04-30 10:55:17	Bid Notification
North America Procurement Council	Self Invited	2015-05-06 11:09:48	Bid Notification
Paskey Incorporated	Invited	2015-04-30 10:55:14	Bid Notification
Perkens WS Corporation	Self Invited	2015-05-07 00:23:18	Bid Notification
Precise Services Inc.	Self Invited	2015-05-05 09:10:15	Bid Notification
SJ&J CONSTRUCTION, LLC	Invited	2015-04-30 10:55:14	Bid Notification
Taylor & Taylor Construction	Self Invited	2015-05-12 14:58:10	Bid Notification
Teamwork Cnstruction	Invited	2015-04-30 10:55:14	Bid Notification
The Blue Book Building & Construction Netwr	Self Invited	2015-05-06 11:09:48	Bid Notification
TriKings Construction	Self Invited	2015-05-06 11:09:48	Bid Notification
Webber, LLC	Classification	2015-04-30 10:55:17	Bid Notification

#### ACCESS

Vendor Name	Documents
D Davila	Addendum No 2 to #15010.pdfAddendum No. 1 to #15010.pdf
BidClerk	Addendum No. 1 to #15010.pdf#15010 Pricing Proposal to Addendum #1.pdfAddendum No. 1 to #15010.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf
Paskey Incorporated	#15010 S. 3rd Street Public Parking Lot COMPLETE.pdfAddendum No 2 to #15010.pdfAddendum No. 1 to #15010.pdf#15010 Pricing Proposal to Addendum #1.pdf
AMTEK	Addendum No 2 to #15010.pdfAddendum No. 1 to #15010.pdfAddendum No. 1 to #15010.pdf#15010 Addendum #1.docxAddendum No. 1 to #15010 Pricing Proposal.pdf#15010 S. 3rd Street

Brooks Concrete Inc	Addendum No 2 to #15010.pdf	Addendum No. 1 to #15010 Pricing Proposal.pdf#15010 Addendum #1.docx	Addendum No. 1 to #15010.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE
IKLO Construction	Addendum No. 1 to #15010.pdf#15010 Pricing Proposal to Addendum #1.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf		
Acme Inc			
HARRIS CONSTRUCTION COMPANY, LTD	#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf		
Perkens WS Corporation	Addendum No 2 to #15010.pdf	Addendum No. 1 to #15010.pdf#15010 Pricing Proposal to Addendum #1.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf	Addendum No. 1 to #15010
Dale Dobbins	#15010 Pricing Proposal to Addendum #1.pdf	Addendum No. 1 to #15010.pdf	
Dort & O'Connor Contractors	#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf		
Taylor & Taylor Construction	Addendum No 2 to #15010.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf#15010 Pricing Proposal to Addendum #1.pdf	Addendum No. 1 to #15010.pdf	Addendum No. 1 to #15010
CDC News	Addendum No 2 to #15010.pdf#15010 Pricing Proposal to Addendum #1.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf	Addendum No. 1 to #15010.pdf	
TriKings Construction	#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf	Addendum No 2 to #15010.pdf	Addendum No. 1 to #15010.pdf#15010 Pricing Proposal to Addendum #1.pdf
Hearn Company	#15010 Pricing Proposal to Addendum #1.pdf	Addendum No. 1 to #15010.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf	
The Blue Book Building & Construction Network	Addendum No 2 to #15010.pdf#15010 Pricing Proposal to Addendum #1.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf	Addendum No. 1 to #15010.pdf	
AAA Asphalt Paving Inc.	Addendum No 2 to #15010.pdf	Addendum No. 1 to #15010.pdf#15010 Pricing Proposal to Addendum #1.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf	
North America Procurement Council	Addendum No. 1 to #15010 Pricing Proposal.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf		
Precise Services Inc.	Addendum No 2 to #15010.pdf	Addendum No. 1 to #15010.pdf#15010 Pricing Proposal to Addendum #1.pdf	Addendum No. 1 to #15010.pdf#15010 Addendum #1.docx
Wingfoot Commercial Tire Systems, LLC			Addendum No. 1 to #15010
Construction Software Technologies	Addendum No 2 to #15010.pdf#15010 Pricing Proposal to Addendum #1.pdf	Addendum No. 1 to #15010.pdf	Addendum No. 1 to #15010 Pricing Proposal.pdf#15010 Addendum #1.pdf#15010 :
Construction Data Company	#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf		
Tukmol General Contractor			
Teamwork Cnstruction	Addendum No 2 to #15010.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf#15010 Pricing Proposal to Addendum #1.pdf	Addendum No. 1 to #15010.pdf	Addendum No. 1 to #15010
aztec remodeling & landscaping company	#15010 Pricing Proposal to Addendum #1.pdf	Addendum No. 1 to #15010.pdf	Addendum No 2 to #15010.pdf#15010 S. 3rd Street Public Parking Lot COMPLETE.pdf#15010 Addendum #1.doc

: Public Parking Lot COMPLETE.pdf □

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City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

**Invitation to Bid**

**Sealed Bid #15010 – S. 3<sup>rd</sup> Street Public Parking Lot**

*required for use by*

The City of La Porte Planning Department

*issued by*

City of La Porte Procurement Division Office  
604 W. Fairmont Parkway, La Porte, Texas 77571  
Phone: 281-470-5126 Fax: 281-470-5127

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**Information:** Forms furnished by the City of La Porte may be obtained without deposit from PublicPurchase.com; the Purchasing Division Office located at 604 W. Fairmont Pkwy, La Porte, TX 77571; or, by emailing [purchasing@laportetx.gov](mailto:purchasing@laportetx.gov).

**Bid Opening Date:** Thursday, May 21, 2015

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

**Bid Receiving Location:** City Hall Information Desk, 604 W. Fairmont Parkway, La Porte, Texas 77571.

Sealed Bids must be received at one of the above no later than date and time stated above. The bids will be opened and read immediately after the closing hour on said date.

**Bidders are strongly encouraged to attend a pre-bid conference.** This meeting will be held at 2:00 p.m. on Thursday, May 14, 2015 at 2:00 p.m. in the Council Chambers located at City Hall, 604 W. Fairmont Parkway, La Porte, Texas 77571.

**No late bids will be considered**

Bids must be submitted in on the City's forms and should clearly state the Bid number and name.

**Published:** April 30, 2015  
May 7, 2015



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

May 6, 2015

Addendum No. 1 to Sealed Bid #15010 – S. 3<sup>rd</sup> Street Public Parking Lot

Dear Vendor:

A discrepancy between the project drawings included in the solicitation package and the related Bid Item (pricing proposal item number 2) has been identified.

The drawings show 6" thick concrete, 4000 psi with #4 rebar at 12" on center.  
The Bid Item number 2 shows 6" thick concrete, 4000 psi with #4 rebar at 18" on center.

The correct specification and pricing should read **6" thick concrete, 4000 psi with #4 rebar at 12" on center.**

**Please bid and price accordingly. A revised pricing sheet is included for your convenience.**

**Please include this form as part of your returned bid.**

If you have any questions, please call Purchasing at 281-470-5126. Please sign below and return with your completed quote package.

Thank you for your cooperation in this matter.

Regards,

Sandie Scarborough, C.P.M.  
Buyer, City of La Porte

I acknowledge the receipt of Addendum #1.

Signature \_\_\_\_\_



## General Information to Bidders

### From Posting the Request for Quote to Submission

#### Article 1. Requirements for Bidding and Instructions to Bidders

##### 1.1 The Bid Documents

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

##### 1.2 Preparing the Bid

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

##### 1.3 Obtaining the Bid Documents

Bid Documents are typically provided to a bidder at no cost. If a fee is to be charged it will be so stated in the Invitation to Bidders

##### 1.3.1 Downloadable Bid Documents

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

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

##### 1.3.1.2 Printable Documents

If a prospective bidder is unable to download the Bid Documents by registering at PublicPurchase.com or by other electronic means, these documents are available by contacting the Purchasing Division Office located at 604 W. Fairmont Parkway, La Porte, Texas 77571. Telephone 281-470-5126, FAX 281-470-5127.

##### 1.3.1.3 Plans and Drawings

Plans and drawings may only be available on CD. In this case, the CD may be picked up from the issuing office or by contacting the Purchasing Division with an account number for pre-paid courier pick-up.

**Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda**



#### 1.4 Clarifications and Addenda

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

##### 1.4.1 Clarifications

A request for such interpretation should be submitted in writing at [PublicPurchase.com](http://PublicPurchase.com) or to [purchasing@laportetx.gov](mailto:purchasing@laportetx.gov) or delivered to the Purchasing Division Office at 604 W. Fairmont Parkway, La Porte, Texas 77571. Purchasing will act as liaison between the requestor and the departmental representative to seek clarification or supplemental instructions appropriate to the request.

##### 1.4.2 Addenda

All interpretations, clarifications or supplemental instructions will be in the form of written addenda. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City. These interpretations, clarifications or supplemental instructions will be placed with the solicitation documents on [PublicPurchase.com](http://PublicPurchase.com) not later than 2 working days prior to the scheduled time for receipt of bids. Addenda posted less than the 2 working days prior to the scheduled time for receipt of bids may include an extension to the original date of scheduled for receipt of bids.

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

##### 1.4.3 Communications

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

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

#### 1.5 Examination of the Bid documents and Work Site

Bidders must familiarize themselves with the locations for contract performance required by the Bid Documents and take into account all relevant conditions when preparing its Bid. The contractor will not be paid additional compensation due to failure to account for conditions that may be observed by a site visit in its bid. The site for the Work is accessible to the public during normal business hours.

Bidders shall carefully examine all of the Bid Documents before completing the forms and submitting a Bid. Bidders are also advised to inspect the site of the Work to be performed, and familiarize itself with the conditions at the site that will affect the Work. A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the Work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.



### 1.6 Exceptions or Variances

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

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

### 1.7 Bid Prices Must Incorporate All Costs, Excluding Taxes

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

#### 1.7.1 Taxes

Materials purchased by the City of La Porte are not subject to the State of Texas Sales Tax. The City's State of Texas Blanket Certificate number is 369-661-4.

### 1.8 Completion of the Bid Documents

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

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

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

### 1.9 Trade Names and Substitutions

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



A bidder choosing to respond to this solicitation for bids with an alternate product(s) from those specified in the solicitation, must identify such alternate items with its Bid with a detailed explanation and documentation in support of how the alternate items proposed by the Bidder can perform as well as or better than those specified. Unless an

alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the specifications. No substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.

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

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

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

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

#### **1.10 Authorized Dealer/Distributor**

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

#### **1.11 Recycled materials**

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

#### **1.12 Estimated Quantities**

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

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



**1.13 Bid Modifications**

A bidder may modify their bid by written communication at any time prior to the scheduled receipt of bids, provided such communication is received by the Owner prior to scheduled time for receipt of bids.

**1.14 Withdrawal of bids**

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

**1.15 Cooperative or Interlocal Purchases**

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

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

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

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

**1.16 Submission of Bids**

Bids are to be delivered to the Information Desk at City Hall, 604 W. Fairmont Parkway, La Porte, Texas 77571, on the date and prior to the time stated on the cover of the Bid Documents, or any addendum issued by the City to change such date and/or time. The time of the receipt of the bid will be determined solely by the time stamp used at receipt of the bid. No bid will be accepted after the date and time specified.

**1.16.1 Bidders are responsible for Bid delivery**

Each Bidder is solely and completely responsible for delivery of its Bid to the designated delivery location before the date and time established for the Bid opening. Any Bid that is not delivered on time, including Bids mistakenly delivered to other City offices, will not be accepted. The City is under no obligation to ensure that misdirected Bids are delivered to the designated delivery location prior to Bid opening. This article also applies to Bids sent via U.S. Postal Service or messenger service.



From Bid Receipt and Evaluation to Award

**1.17 Bid Opening**

Bids will be opened following the deadline for the submission of Bids has passed. The public posting of the tabulation, and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by City Staff to determine responsiveness and responsibility. Bid tabulations are public information and are posted on PublicPurchase.com within 3 business days of opening.

**1.18 Effective Term of Bid**

Unless a bid is expressly rejected by the City, all bids will remain in effect for sixty (60) days subsequent to bid opening. Bidder may not withdraw or cancel or modify its Bid for a period of thirty (30) days after the advertised closing time for the receipt of Bids. The City reserves the right to reject any bid where a modification of its Proposal materially affecting the bid prior to the sixty (60) day period occurs.

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

**1.19 Evaluation and Consideration of Bids**

**1.19.1 Determination of responsiveness**

The City of La Porte Purchasing Division will review Bids to determine whether they conform to the requirements of the Bid Documents.

**1.19.1.1 Must Bid all line items**

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

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

**1.19.1.2 Mathematical Calculations**

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

**1.19.1.3 Unbalanced Bids**

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

**1.19.1.4 Conditional Bids**

Conditional bids will not be accepted.

**1.19.2 Determination of Responsibility**

The City of La Porte Purchasing Division has the sole discretion and authority to make the determination of responsibility. A Bidder may be requested to submit such additional information pertaining to responsibility as the Purchasing Official deems necessary. Failure to comply with such a request will result in a finding of non-responsibility and rejection of the bid.



**1.19.2.1 Bidder Debts or Defaults**

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

**1.19.2.2 Competency of Bidder**

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

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

**1.19.2.3 Rejection of bids and waiver of informalities**

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

**1.19.2.4 Tie Bids**

In the event of tie bids, preference will be given to the bidder who offers the best value to the city in accordance with State Law.

**1.20 Method of award**

Contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City of La Porte, in compliance with Texas Local Government Code, Section §252.043. The City of La Porte reserves the right to select the method in the best interest of the City, as determined by the Purchasing Manager.

Best value criteria includes, but is not limited to:

- All costs including installation, warranty, maintenance, over all life cycle;
- Quality of the goods or services;
- Reputation of the bidder or bidder's goods and services;
- Extent to which goods or services meet the City's needs;
- The bidder's past relationship with the municipality;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- Any relevant criteria specifically listed in the request for bids or proposals

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

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



City of La Porte

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Purchasing Department

Cherell Daeumer, Purchasing Manager

**ARTICLE 2 Incorporation of Exhibits**

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

- Exhibit A - Pricing Proposal
- Exhibit B - Insurance Requirements
- Exhibit C – Conflict of Interest Questionnaire
- Exhibit D – Local Bidder Preference



**ARTICLE 3 - Standard Terms and Conditions**

**3.1 General Provisions**

**3.1.1 Definitions**

Wherever used in the bidding requirements of Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural, thereof. In addition to the terms specifically defined, terms with initial capital letters in the Contract documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

**Additional Services:** are those services which are within the general scope of Services of the contract, but beyond the description of services in the detailed specifications and all services reasonably necessary to complete the additional services to the standards of performance required by the Contract.

**Agreement:** The written instrument which is evidence of the agreement between Owner and Contractor covering the work, services or goods.

**Attachments:** all exhibits and other documents attached to the solicitation documents and/or incorporated into them by reference.

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

**Bid:** an offer to contract with the City, submitted in response to a solicitation invitation. The term "bid" may also be used generically to reference a response to another type of solicitation, e.g., a quote. Bids are usually nonnegotiable.

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

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

**Bid Opening:** The public opening of bids, in which the names of the bidders responding to an invitation and prices of the bidders are publicly read and recorded. See Proposal Opening.

**Bid Opening Date:** date and time publicly advertised by the Purchasing Division as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

**Bid Tabulation:** The recording of bids and bid data submitted in response to a solicitation. The bid tabulation is used for comparison, analysis and record keeping.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

**Bidding Documents:** The bidding requirements and the proposed Contract Documents (including all Addenda).

**Bidding Requirements:** The Advertisement or Invitation to Bid, Instructions to Bidders, Bid Security of acceptable form, if any, and the Bid Form with any Supplements.

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

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

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

**Deliverables:** include supplies, work or product produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

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

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

**Effective Date of the Agreement:** The date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

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

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

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

**Law(s):** The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

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

**Notice to Proceed:** A written notice given by Owner to Contractor fixing the date on which the Contract times will commence to run and on which Contractor shall start to perform the work under the Contract Documents.

**Owner:** The entity, City of La Porte, Texas, with whom the Contractor has entered into the Agreement and for whom the Works are to be performed or goods supplied.

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

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

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

**Proposal Opening:** The public opening of Requests for Proposals or Requests for Qualification responses, in which the names only of the bidders responding to an invitation are publicly read and recorded.

**Proprietary Information:** Information provided in response to solicitations to which vendor claims ownership or exclusive rights and which is protected from disclosure under the Texas Public Information Act (Texas Government Code, Chapter §551

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

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

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

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

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

**Specification:** means the Bid Documents, including but not limited to the detailed or technical specifications.

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

**Successful Bidder:** The Bidder submitting a responsive Bid to whom Owner makes an award.

### 3.1.2 Interpretation of the Contract

#### 3.1.2.1 Order of Precedence

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



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

#### **3.1.2.2 Interpretation and Rules**

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

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

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

#### **3.1.2.3 Funding**

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

#### **3.1.2.4 Severability**

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses or sections in this Contract does not affect the remaining portions of this Contract.

#### **3.1.2.5 Survival of Terms**

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

#### **3.1.2.6 Entire Contract**

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

### **3.1.3 Subcontracting and Assignment**

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

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



### **3.1.3.2 Subcontracts**

No part of the goods, work or services to be provided under this Contract may be subcontracted without the prior written consent of the City; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the contracts. Contractor must notify the City of all Subcontractors to be used and shall not employ any that the City does not approve of. Prior to proposing the use of a certain Subcontractor, the Contractor is responsible to verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City Contracts.

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

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

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

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

## **3.1.4 Contract Governance**

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

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

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

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

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

### **3.1.4.3 Independent Contractor**



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

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

#### **3.1.4.4 Authority**

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

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

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

#### **3.1.4.6 Contractor Compliance to Ordinance 98-2217**

City of La Porte Ordinance 98-2217 prohibits any expenditure for goods or services by the City to any person firm or corporation owing any delinquent indebtedness to the City. Contractor certifies that it is in compliance with the requirements of said ordinance. Failure to disclose non-compliance with said ordinance may be cause for rejection or disqualification of bid. In addition, if Contractor is not in compliance with Ordinance 98-2217, Contractor hereby assigns to the City of La Porte the amount of its delinquent indebtedness to the City to be deducted by the City from any amounts due to Contractor.

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

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

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

#### **3.1.4.8 Ethics**

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

City of La Porte Ordinance No. 2013-3489 establishes an ethics and conflict of interest policy applicable to city



council members, appointive members to city boards and commissions, and city employees. Any vendor entering into a contract or agreement with the City of La Porte, Texas expressly acknowledges that it has familiarized itself with the provisions of this Ordinance.

#### **3.1.4.9 Conflict of Interest**

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

#### **3.1.4.10 Confidentiality**

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

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

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

#### **3.1.4.11 Indemnity**

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

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



**3.1.4.12 Drug Free Work Place**

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

**3.1.4.13 Local Bidder Preference**

Sections 271.905 and 271.9051 of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. If the City receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within 5% of the lowest bid price received by the City from a bidder who is not a resident of the City, the City may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with the lowest bidder; or the bidder whose principal place of business is in the municipality. Exclusions to the local preference include expenditures of \$25,000 or less, and those purchases which are: sole source, emergency, federally-funded, cooperative contracts, service contracts subject to the Professional Services Procurement Act, contracts awarded through request for proposals or qualifications, or via inter-local agreement. The City of La Porte, Texas has determined that the allowable preference shall be applied to local vendor's bids for the purposes of evaluation when requested in writing by local bidder and when determined to be in the best interest of the City to do so. **The request form, included as Exhibit D, and any supporting documentation must be submitted with quote/bid in order to be considered by the City of La Porte, Texas.**

This section does not prohibit the City from rejecting all bids.

**3.2 Compensation Provisions**

**3.2.1 Ordering, Invoices and Payment**

Requests for work, services or goods in the form of a Purchase order will be issued by the Purchasing Division and sent to the contractor to be applied against the Contract. Contractor must not honor any order(s), perform work or services or make any delivery of goods without receipt of a Purchase Order issued by the City.

**3.2.1.1 Invoices**

Invoices shall be submitted to the attention of Accounts Payable at 604 W. Fairmont Parkway, La Porte, Texas 77571 or at [accountspayable@laportetx.gov](mailto:accountspayable@laportetx.gov).

**3.2.2 Recordkeeping and Audits**

Contractor shall maintain a separate accounting and itemized records for these operations in accordance with Generally Accepted Accounting principles (GAAP). Contractor shall pay all costs and expenses, including lawful taxes, connected with its operations when due. The City or its authorized agents shall have the right to inspect such books or original entries and other related books, records or receipts, wherever located at such reasonable times and as often as may be requested during the term of this Contract until such time as is necessary to complete an audit should an audit be required beyond 3 years after the termination of this Contract for any reason.

**3.2.2.1 Audits**

The City may, in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within three years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".



### **3.2.2.2 Federally Funded Contracts**

If this Contract is federally funded, the Contractor will ensure that it and its Subcontractors comply with the applicable provisions of the Davis-Bacon Act (prevailing wages) Act 40 U.S.C. sec 276, as amended and related regulations and pay such applicable prevailing wage rates.

The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations, and pensions paid generally, in the locality in which the work is being performed to employees engaged in work of a similar character on public works.

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Texas of federal law, as applicable

## **3.3 Compliance with all laws**

### **3.3.1 General**

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

Any agreement resulting from this solicitation shall be construed according to the laws of the State of Texas. The City and vendors agree that the venue for any legal action under this agreement shall be Harris County, Texas. In the event that any action is brought under any agreement resulting from the solicitation in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas.

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the contract. Contractor must require all Subcontractors to also do so.

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

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

#### **3.3.2.1 Proof of Noncompliance**

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

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

The City shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. The city may, at its discretion may declare an event of default,



whether to offer an opportunity to cure, and if so any requirements for cure, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

#### **3.3.2.2 Costs**

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

### **3.4 Contract Disputes and Termination**

#### **3.4.1 Termination**

The City may terminate this Agreement, in whole or in part, at any time by written notice to the vendor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later. Vendor may terminate this agreement upon thirty (30) days written notice to the City. During such termination period, the vendor shall continue to diligently perform all duties hereunder. After a receipt of termination notice and except as otherwise directed by the City, the vendor shall: stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other materials related to the terminated work as directed by the City; and continue and complete all parts of that work that have not been terminated.

The City of La Porte budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly the City of La Porte Texas reserves the right to terminate this contract without liability to the City in the event that funding for this contract is discontinued or is no longer available. No payments will be made under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract. Thirty (30) days written notice will be provided to Vendor where possible.

#### **3.4.2 Dispute Resolution**

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

##### **3.4.2.1 Resolution Process**

Pursuant to subchapter 1, Chapter 271, Texas Local Government Code, contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the claim shall be delivered by the contractor to the City

within 30 days of the event giving rise to the claim, which notice shall request a written response to be delivered to the contractor not less than fourteen business days after receipt of the notice of claim; (ii) if the response does not resolve the claim, in the opinion of the contractor, the contractor shall give notice to that effect to the city whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the claim; (iii) if those persons cannot or do not resolve the claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person in an effort to resolve the claim.

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

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



A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City

B. Contractor's material failure to perform any of its obligations under this contract including:

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

#### 3.5.1 Cure or Default

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

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

#### 3.6 Department-specific requirements

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract, if applicable.

##### 3.6.1 Permits

Prior to start of work, successful bidder will obtain all necessary permits as required by law. City of La Porte permit fees will be waived.

### ARTICLE 4 Special Conditions for Services Contracts

#### 4.1 Providing Services

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



#### **4.2 Timeliness of Performance of Services**

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to detailed specifications or as specified in the applicable technical information and exhibits. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

Neither Contractor nor its agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services whether or not caused by the City.

##### **4.2.1 Force Majeure**

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

#### **4.3 Standard of Performance of Services**

Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Contractor agrees to be held to the standard care of fiduciary.

Contractor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide the City copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Contract.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its services and deliverables. The city's rights against Contractor under this Contract at law, or in equity is not limited by this provision.

If the City determines that Contractor has failed to deliver the City will notify the contractor of its failure. If Contractor does not correct the failure after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this contract.

#### **4.4 Additional Services**

Any additional services requested by the Department require the approval by the City through a formal written amendment before Contractor is obligated to perform those additional services and before the City becomes obligated to pay for those additional services.

#### **4.5 Suspension of Services**

The City may at any time request that Contractor suspend its services, or any part of them, by giving 15 calendar days prior written notice to Contractor or in the event of emergency, upon informal, oral, or even no notice. No costs incurred after



the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this contract upon written notice by the City and such equitable extension of time as may be mutually agreed upon by the City and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of resuming the services must be treated in accordance with the compensation provisions of this Contract.

#### **4.5 Personnel**

Contractor is expected to maintain an adequate force comprised of suitable, competent personnel that are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The City reserves the right to request Contractor to adjust staffing levels to reflect workload and level of required Services or Additional Services.

The City relies on the qualifications and experience of Contractor's key personnel to perform the services. Contractor must not reassign or replace key personnel without the written consent of the City, which consent the City will not reasonably withhold. The City may at any time in writing notify Contractor that it will no longer accept performance of Services under this contract by one or more key personnel. Upon that notice contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience that is acceptable to the City.

#### **4.6 Purchase Orders**

Unless otherwise provided in the Scope of Work and Detailed Specifications, orders for products or services to be provided under this contract will be in the form of a City of La Porte purchase order that will be issued by the Purchasing Division and sent to the Contractor.

#### **4.7 Price Revision Clause**

The City of La Porte desires firm prices for the full contract period. It is recognized by the City that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-through" costs. "Pass-through" increases must be verified in writing by the manufacturer and will be considered during the term of the contract. NOTE: The City of La Porte requires thirty (30) days written notice prior to any increase of existing prices.

##### **4.7.1 Increases**

Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the manufacturer. It will ordinarily be the policy of the City of La Porte to accept manufacturer price increases, when the amount of such increase is reasonable. However, the City of La Porte reserves the right to obtain a different source or sources to such item or items which have been increased in price.

##### **4.7.2 Decreases**

If a vendor does take advantage of this "Price Revision Clause" the City of La Porte will expect any decreases in cost from the manufacturer during the term of the contract to lower the city's price for such item or items.

#### **4.8 Delivery of Goods**

Upon receipt of a Purchase Order, deliveries are to be made to the location(s) specified on the purchase order or as listed in the Scope and Detailed Instructions. Unless specifically stated in the Detailed Specifications or a written purchase order, all deliveries will be F.O.B. Destination City of La Porte. Initial acceptance of any delivery by the City will not be considered as a waiver of any provision of this Contract and will not relieve the Contractor of its obligation to supply satisfactory goods or services which conform to the Contract.

#### **4.9 Inspection and Defects**

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



subsequent inspection of any product(s) or services(s) delivered.

Should shipment errors defects or non-conformances be discovered in either the initial or subsequent inspection, the City may exercise appropriate remedies in accordance with the U.C.C., in addition to any other remedies specified in this agreement. Any returns to the Contractor, due to fault of Contractor will be at Contractor's expense. No re-stocking charges will apply and, replacements, when applicable shall arrive promptly.

#### 4.10 Quality

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

#### 4.11 Warranty and Product Information

Contractor must provide original product warranty and related services for products provided under this Contract in accordance with the standard warranty regularly provided by the original equipment manufacturer for that product, unless the Detailed Specifications call for a different warranty.

Contractor warrants that the title to products provided under this agreement is good and its transfer is rightful, and that the products delivered to the City are free from all liens or security interest or other encumbrance. Additionally, in addition to any implied warranty, the items shall conform to specifications, drawings, and other requirements in the Detailed Specifications and shall be free from defects in materials and workmanship including defects in design except to the extent that they are non-standard products manufactured pursuant to detailed designs furnished by the City and the defect is in the portion of the design furnished by the City. Said warranties, including warranties implied by law, shall run to City, its successors, assigns, customers and to users of the goods.

### ARTICLE 5 Scope of Work and Detailed Specifications

#### 5.1 General Scope of Work

The City of La Porte is seeking competitive bids for a qualified contractor to construct a public parking lot to be located on the West side of S. 3<sup>rd</sup> Street between Main and "A" Street. This project is construction only and does not require demolition. The existing lot will serve as the sub-base of the new concrete parking area. The Contractor will perform specific duties such as the concrete work (form and pour), installation of car stops (remove from designated temporary parking area, store while pouring concrete and re-install) and all required striping/other painted markings as specified. The City will perform all other duties related to the project, including but not limited to, irrigation, landscaping and lighting.

Contractor's work shall in no way impede the progress of work performed by any other party. Coordination is to be arranged through the City's representative as identified in the Notification to Proceed issued by the department. (Ref Article 3.1.4.2, Cooperation by Parties and Between Contractors)

#### 5.2 Technical Requirements

##### 5.2.1

In addition to the responsibilities outlined in this section, the technical specifications included herein shall apply.

##### 5.2.2 Responsibilities

The City of La Porte will perform the following sub grade, sub base and appurtenances related to the project:

- construct all proposed storm water system improvements including catch basins and inlets
- grade and lime stabilize the subgrade material for parking lot to within +/- 1 inch of the design grades.
- Install the 6' irrigation meter and tap
- Complete the landscaping (including irrigation past the meter and tap).



- Install lighting
- Provide car stops

The successful Contractor will perform the following:

- Finish fine grading of the area so that the final subgrade elevations are to design grade
- Construct concrete parking lot as per plans
- Remove and re-install car stops
- Striping and makings as per drawing/specifications
- 

#### 5.2.3 Time to Complete

The project shall complete within sixty (60) calendar days from Notice to Proceed. Contractor shall be expected to commence work as specified in these contract documents.

#### 5.3 Silence of Specifications

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

#### ARTICLE 6 Insurance Requirements

Contractor's performing work on City property or public right-of-way on behalf of the City of La Porte shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. It required that the required insurance be maintained at all times during the performance of the contract.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of La Porte.

Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

The types and amounts of insurances required are found in Exhibit B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

#### ARTICLE 7 Proposal Pages

##### 7.1

Contractor agrees to charge to the public the retail prices, exclusive of any sales tax, as shown on Exhibit A, attached hereto, incorporated by reference herein, and made a part hereof for all purposes. Contractor shall offer no other item for sale that is not on the approved price list. Initial pricing shall be in accordance with Exhibit A. Contractor may add, delete, or make other adjustments to items or pricing from time to time, provided each item or price change is pre-approved, in writing, by the City prior to its offering.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

**ARTICLE 8 EXECUTION AND ACCEPTANCE PAGES**

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

Remainder of this page intentionally blank.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

8.4 Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Solicitation Number 15010 containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Bidders, @) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) 1-4

and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

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

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

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

SIGNATURE OF PROPRIETOR:

(SIGNATURE)

DOING BUSINESS AS:

(Print or Type)

Business Address

(Print or Type)

(Print or Type)

(Print or Type)

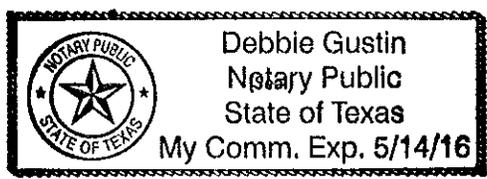
[Signature]  
Trickings - Construction  
16215 Morgans Turn

State of TEXAS County of HARRIS

This instrument was acknowledged before me on this 26 day of May, 2015 by SYED OMAR as President (or other authorized officer) and N/A as Secretary of N/A (Partnership Name).

[Signature]  
Notary Public Signature

Commission Expires: 5/14/2016





City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

**Article 9 EXHIBITS**  
Exhibit pages to follow

Remainder of page intentionally blank



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Exhibit A Pricing Proposal to Sealed Bid #15010 - REVISED

NOTE: Please Itemize any other additional fees or charges. Any charges not included in this proposal will not be allowed. Attach additional sheet if necessary. The City of La Porte is exempt from taxes. DO NOT INCLUDE TAX IN BID.

Item	Description/Written Unit Price	UOM	QTY	Unit Price	Extended Price
1	Mobilization for entire project Written @ <u>5,000</u> Per lump sum	LS	1	<u>5,000.00</u>	<u>5,000.00</u>
2	6" concrete with 4" rebar on 12" centers Written @ <u>\$36.08</u> Per square yard	SY	1649	<u>36.08</u>	<u>59,500</u>
3	Striping as specified Written @ <u>1600.00</u> Per lump sum	LS	1	<u>1600.00</u>	<u>1600.00</u>
4	Remove and replace car stops Written @ <u>75.00</u> Per each	EA	41	<u>75.00</u>	<u>3075</u>
<b>TOTAL PRICE</b>					<u>\$ 69175.00</u>

The undersigned certifies to comply with all instructions to bidders, attached specifications and other documents contained in this solicitation. Failure to comply may lead to termination of contract.

Company Name: TriKings-Construction Authorized Signer: Syed Omar  
(Printed Name)

Telephone No: 713-494-0050 Authorized Signer: [Signature]  
(Signature)

E-mail: SyedOmar@TriKings-Construction.com



Exhibit A Pricing Proposal to Sealed Bid #15010

**NOTE: Please itemize any other additional fees or charges. Any charges not included in this proposal will not be allowed. Attach additional sheet if necessary. The City of La Porte is exempt from taxes. DO NOT INCLUDE TAX IN BID.**

Item	Description/Written Unit Price	UOM	QTY	Unit Price	Extended Price
1	Mobilization for entire project  Written @ _____  Per lump sum	LS	1	_____	_____
2	6" concrete with 4" rebar on 18" centers  Written @ _____  Per square yard	SY	1649	_____	_____
3	Striping as specified  Written @ _____  Per lump sum	LS	1	_____	_____
4	Remove and replace car stops  Written @ _____  Per each	EA	41	_____	_____
<b>TOTAL PRICE</b>					\$ _____

The undersigned certifies to comply with all instructions to bidders, attached specifications and other documents contained in this solicitation. Failure to comply may lead to termination of contract.

Company Name: \_\_\_\_\_ Authorized Signer: \_\_\_\_\_  
(Printed Name)

Telephone No: \_\_\_\_\_ Authorized Signer: \_\_\_\_\_  
(Signature)

E-mail: \_\_\_\_\_



**Exhibit B Insurance Requirements**

Contractor shall keep and maintain during the term of this contract, insurance as detailed in this Exhibit. Each policy obtained by the Contractor for work with this Contract, with exception of the Worker's Compensation policy, shall name the City of La Porte as an additional insured, and shall contain waiver of subrogation in favor of the City of La Porte. The coverage and amounts designated are minimum requirements and do not establish limits of the Contractor's liability. Additional coverage may be provided at the Contractor's option and expense.

**General Liability:**

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

**Automobile Liability:**

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

Umbrella	Each Occurrence	\$1,000,000.00
	Each Aggregate	\$1,000,000.00

**Worker's Compensation:**

A. Definitions:

Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's work on the project has been completed and accepted by the Owner.

Persons providing services on the project - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services include without limitation providing, hauling or delivering equipment or materials, or providing labor, transportation or other services related to the project.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007



**CITY OF LA PORTE  
LOCAL BIDDER PREFERENCE APPLICATION**

Sections 271.905 and 271.9051 of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. The City of La Porte, Texas has determined that the allowable preference shall be applied to local vendor's bids for the purposes of evaluation when requested in writing by local bidder and when determined to be in the best interest of the City to do so. **This request form and any supporting documentation must be submitted with quote/bid in order to be considered by the City of La Porte, Texas.** Questions should be addressed to the Purchasing Department at 281-470-5126. Exclusions to the local preference include expenditures of \$25,000 or less, and those purchases which are: sole source, emergency, federally-funded, cooperative contracts, service contracts subject to the Professional Services Procurement Act, contacts awarded through request for proposals or qualifications, or via inter-local agreement.

**Location Eligibility:** Principal place of business in La Porte, Texas. Principal place of business is defined herein as a business that is headquartered in and has an established place of business in the incorporated limits of the City of La Porte, and from which a substantial role in the entity's performance of a commercially useful function or a substantial part of its operations is conducted. A location utilized as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed as a principal place of business.

1.

- (a) If yes, identify name of business/DBA, address and business structure: sole proprietorship, partnership, corporation or other.

Name of business/DBA: \_\_\_\_\_

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

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

- Sole Proprietorship  
 Partnership  
 Corporation  
 Other \_\_\_\_\_

- (b) Name and city of residence of owner(s) partners/corporate officers as applicable

Name: \_\_\_\_\_

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

2. General Business Information:

- (a) Year business established (La Porte location) \_\_\_\_\_  
(b) Most recent year property valuation (if owned); real and personal property \$ \_\_\_\_\_  
(c) Is business current on all property, sales tax and utility bills at the time of this application? \_\_\_\_\_ (d) Total number of current employees \_\_\_\_\_ and number of La Porte-resident employees \_\_\_\_\_

3. Economic Development benefits resulting from award of this contract:

- (a) Number of additional jobs created \_\_\_\_\_ or retained for La Porte resident-employees \_\_\_\_\_  
(b) Local subcontractor utilized, if applicable; name, location and contract value for each



LOCAL BIDDER PREFERENCE APPLICATION, Continued

Name: \_\_\_\_\_

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

Contract Value \$ \_\_\_\_\_

(c) Other economic development benefit deemed pertinent by applicant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

City Bid No. /Quote for which the local preference is requested: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder) (Date)

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

\_\_\_\_\_  
(Print Name)

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

Appeared before me the above-named \_\_\_\_\_, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

## TECHNICAL SPECIFICATIONS

### ITEM 00676 TRAFFIC PAINT (WATER BASED)

676.1 Description. This item shall govern for the materials, composition, manufacture and testing of all water based traffic paint and related materials as covered herein.

676.2 Bidders' Requirements. All prospective bidders are hereby notified that, before any bid is considered, the City of La Porte may require the bidder to submit a statement in detail of the facts as to the previous experience of the bidder in performing similar or comparable work, as to the business and technical organization, financial resources and the manufacturing facilities of the bidder which are to be used in performing the contemplated work. Any bid submitted by a firm with unsatisfactory facilities, resources, equipment or experience may be rejected by the City of La Porte

676.3 Intent. The coating design specified has been stipulated by means of carefully controlled formulation durability testing methods. The intent of the City of La Porte is to procure coatings which are identical in all essential respects to the standards of the State Department of Transportation; hereafter referred to as "Standards".

Specifications, codes, accepted practices, etc., not specifically listed in these specifications are not acceptable.

When required, the paint manufacturer shall supply Labor Form LSB-000S-4, "Material Safety Data Sheet".

676.4 Conformance of Finished Products. Coatings shall conform on a weight basis, to the composition requirements of the standard formula. No variation from the standard formula will be permitted except for replacement of materials lost in processing, or those approved by the Engineer. The finished coatings shall conform with all requirements stipulated for each standard formula and in addition shall equal a Wet Standard in characteristics such as color, drying, flow, settling, brush ability, can stability, hiding, etc.

Film characteristics shall as gloss, hardness, light permanency, adhesion, etc., shall also conform. When testing for such conformity, the coating shall be applied and tested under parallel conditions with the Wet Standard.

The finished product shall be free of skins and foreign materials.

676.5 Inspection, Sampling & Testing. All products required to meet these specifications shall be inspected and tested.

All tests on finished products and raw materials, as well as inspection during manufacture, will be made by an independent licensed testing laboratory and two (2) copies of the results shall be furnished to the City Engineer, prior to delivery of product.

Contract shall not be considered complete until such copies are received by the City of La Porte.

On material purchased directly by the City of La Porte, the cost of inspection and testing shall be borne by the Contractor and/or supplier. The manufacturer shall be required to reimburse the City of La Porte for the cost of storage and/or handling of paint failing to meet specification requirements.

Samples of raw materials used in production and samples of paint will be taken during production.

Manufacture shall be witnessed in whole or in part, depending upon the discretion of the testing agency. Production shall not begin prior to the arrival of the designated testing agency, unless prior specific approval for such starting has been obtained from the City of La Porte. The manufacturer shall accord the representatives of the testing agency free access to those parts of the plant wherein the paints are being manufactured or raw materials are being stored and in all other ways shall facilitate the representative of the testing agency in performing his duties. Raw materials and finished coatings, when stored, shall be in an orderly fashion that will permit proper and correct inventory of these materials at all times. Testing shall be done in accordance with the Texas State Department of Public Transportation, "Manual on Testing Procedures". Any questions should be addressed to the City Engineer.

676.6 Manufacturing procedures, except when specified, shall be left to the discretion of the Contractor. It is the responsibility of the manufacturer to ascertain that the raw materials and manufacturing procedures he proposes to use will produce a product meeting the specification requirements.

676.7 Shipment shall be made in suitable, strong, well sealed containers which not only meet specifications and federal requirements, but are also sufficiently sturdy to withstand normal handling to which shipments are subjected in transit. Finished coating containers and cases shall be plainly marked and securely labeled with the name and designation of the coating, order number, requisition number, batch number, date of manufacture, gross weight and manufacturer's name. Labeling shall be on the sides of containers and cases. Labels must be sufficiently moisture resistant to withstand outdoor storage for a minimum of one year. When the finished product is palletized for shipment, the labels shall be on the outside for easy identification. Once the finished product has been labeled properly, the label shall not be modified or changed in any manner without specific approval of the City Engineer.

Containers shall be filled by weight based on the actual gallon weight of the paint at 77F.

676.8 Raw Materials. The exact brands and types of raw materials used in the Wet Standard are listed for the purpose of facilitating the selection. The selection of parallel material equal not only in quality and composition but also in physical and chemical behavior after being used in the finished product. Since evaluation of paint containing questionable materials may require sixty days and since meeting delivery schedules is a responsibility of the paint manufacturer, he is reminded that he should schedule material procurement and paint production to permit him to meet delivery commitments. The final decision as to the equality of materials shall be made by the City of La Porte. After the City of La Porte has agreed to the brand names of raw materials proposed by the Contractor, no substitution will be made during the manufacture, without prior agreement with the Engineer.

The Contractor should be aware that it is his responsibility to select raw materials that not only meet the individual raw material specifications, but will also produce coating conforming to the specific formula requirements.

- A. Materials of Foreign Origin. Because of the limited information available on materials manufactured outside the continental limits of the United States, the manufacturer is advised to review paragraphs 661.5 and 661.8 of the specifications, when considering the use of materials of foreign origin.
- B. Materials Required to Meet Federal & ASTM Specifications: All materials required to meet Federal or ASTM specifications must conform to the latest edition of the specifications.
- C. PIGMENTS:
  - 1. White

- a. Titanium Dioxide shall meet ASTM Specification D476, Type I or II.
- b. Lead Free Zinc Oxide shall meet ASTM Specification D79, either American process or French process.

2. Colored: Titanium Dioxide, Rutile, non-chalking:

Specific Gravity	4.05 to 4.15
Oil Absorption	16 to 20%
Moisture	0.5% Max.
Pigment Retained On No. 325 Sieve	0.1% Max.
TiO <sub>2</sub> Content	95% Min.
Fe <sub>2</sub> O <sub>3</sub> Content	2.0 to 3.0%
pH	6.5 to 7.0
Ignition Loss	0.35% Max.
Y (luminosity)	42.5 to 45.5

D. Medium Chrome Yellow

Color and Color Characteristics. The luminance factor of the pigment shall be within the limits listed below when tested before and after exposure.

	<u>Min.</u>	<u>Max.</u>
Initial	53	59
Final	45	

In addition, the allowable change between the initial and final luminance factors shall be no more than 9 units. The initial and final CIE Chromaticity Color coordinates of the pigment shall be within the rectangle defined by the sets of coordinates (0.490, 0.455), (0.511, 0.433), (0.514, 0.480), and (0.535, 0.488).

Method of Test: The pigment shall be tested in accordance with Test Method Tex-810-B, two coats.

The formulation for the test enamel using the pigment to be tested is as follows:

<u>Material</u>	<u>Parts by Weight</u>
Medium Chrome Yellow	600
75% Traffic Alkyd Resin (1)	298
4% Calcium Drier	5
6% Cobalt Drier	2
6% Zirconium Drier	2
Anti-Skinning Agent	2
Mineral Spirits	172 (2)

- 1) Traffic Alkyd Resin Solution shall meet the requirements of the part of this specification titled "Traffic Alkyd Resin Solution" of this specification.
- 2) The amount of Mineral Spirits may be varied slightly to produce the desired grinding consistency.
- 3) Extenders

a. Calcium Carbonate

CaCO <sub>3</sub>	97.0% Min.
H <sub>2</sub> O	0.4% Max.
Density	2.6302 to 2.7299
Weight Retained on No. 325 Sieve	0.75% Max.

Color: Equal to material listed in Standard Formula. Substitution in a Standard Formula shall not result in a viscosity variation greater than 5 KV.

b. Talc - ASTM D605

c. Silica

SiO <sub>2</sub>	99.5% Min.
H <sub>2</sub> O	0.05% Max.
Density	2.5810 to 2.7011
Oil Absorption	25 lb/100 lb Max.
ASTM D281 Weight Retained on No. 325 Sieve	1.0% Max.

E. Resins

1. Acrylic Traffic Resin shall be similar and equal to the standard sample approved by the State Department of Transportation.

Solid Contents, Percent	60.0 - 62.0
Viscosity, #3 Spindle 60 RPM, cps	840 - 860
pH	8.8 - 9.0
Density, 25C	1.066 to 1.078

In addition to the above requirements, the infrared spectrum and gel permeation chromatogram shall match the standard spectrum and chromatogram on file with the State Department of Public Transportation.

F. Miscellaneous Materials

1. Water, Potable
2. Methyl Alcohol, ASTM D1152 with Refractive Index 1, 3320 Max.
3. Diethylene Glycol Monobutyl Ether, Glycol Ether DB

Bolling Range, C	228 to 234
Flash Point, C, COC	115 Min.
Density, 25C	0.948 to 0.953
Refractive Index, 20C	1.4314 to 1.418
Color	Water, White
Appearance	Clear, Sediment Free
Refractive Index	1.4290 Min.

4. Anti-Skinning Agent
5. Dispersant-Byk 156, Byk Chemie
6. Surfactant-Triton CF-10, Union Carbide
7. Defoamer
8. Hydroxy Ethyl Cellulose - Natrasol 250 LR, Aqualon
9. Attapulgate Clay - Attagel 50, Eulehard
10. Preservative

**FORMULA**  
**WPT-10, WHITE WATER BASED TRAFFIC PAINT**

	<u>POUNDS</u>
Acrylic Emulsion, 60% Solids, Rhom & Haas, TP-257	460
Coalescent, Glycol Ether DB	20
Coalescent, Exxon, Exxate 800	10
Titanium Dioxide, Rutile Type II	150
Silica	125
Calcium Carbonate, JM Huber, Hubercarb M-4	400
Attapulgate Clay, Engelhard, Attagel 50	4
Hydroxy Ethyl Cellulose, Aqualon, Natrosol, 250 LR	2
Defoamer	4
Dispersant, Byk Chemie, Byk 156	6
Surfactant, Union Carbide, Triton CF-10	2
Methyl Alcohol	20
Preservative	3-7
Water, Potable	90
	<b>TOTAL 1300</b>

Density: ±0.05 Kg of theoretical density  
 Grind: 4 Min Particles: 8 Max (Test Method Tex-806-B)  
 Viscosity: 80-100 KV  
 Skinning: No skinning within 48 hours (Test Method Tex-811-B)

**FORMULA**  
**YPT-10, YELLOW WATER BASED TRAFFIC PAINT**

	<u>POUNDS</u>
Acrylic Emulsion, 60% Solids, Rhom & Haas, TP-257	460
Coalescent, Glycol Ether DB	20
Coalescent, Exxon, Exxate 800	10
Medium Chrome Yellow, Cookson Y-969-L	125
Titanium Dioxide, Rutile Special	25
Silica	125
Calcium Carbonate, JM Huber, Hubercarb M-4	430
Attapulgate Clay, Engelhard, Attagel 50	4
Hydroxy Ethyl Cellulose, Aqualon, Natrosol, 250 LR	2
Defoamer	4
Dispersant, Byk Chemie, Byk 156	6
Surfactant, Union Carbide, Triton CF-10	2

Methyl Alcohol  
Preservative  
Water, Potable

20  
5  
90  
TOTAL 1328

Gallon Weight:  $\pm 0.10$  lb. of theoretical gallon weight  
Grind: 4 Min Particles: 8 Max (Test Method Tex-806-B)  
Viscosity: 80-100 KV  
Skinning: No skinning within 48 hours (Test Method Tex-811-B)

676.9 Construction Methods. All traffic paint applications shall meet the following requirements, and shall be applied in accordance with the Item, "Traffic Paint Striping (Water Based)".

- A. Traffic paint shall be applied with a minimum thickness of 10 mils, measured in dry condition, prior to adding any glass reflective spheres.
- B. The paint shall be transported to the job site in five gallon unopened containers. No thinning of the paint is allowed after the paint is received from the manufacturer. Paint striping shall be applied when the air temperature is 45°F, and rising.
- C. Paint striping shall be applied and measured to  $\pm 1/4$ " of the specified widths. Paint thinner can only be used to flush the pumps. The flushing liquid is not to go through the spray nozzles and onto the roadway.

All traffic paint striping not meeting these requirements shall be "touched up" and/or completely restriped to these standards and in accordance with the drawings at no additional cost to the City of La Porte.

Where traffic buttons exist, the paint shall be applied to the pavement adjacent to, but not on the buttons or markers, unless another method is specified.

Word and symbol markings on pavement shall be in accordance with "Pavement Word and Symbol Markings" section of the latest Texas Manual on Uniform Traffic Control Devices of the State Department of Transportation.

Prior to beginning work, the Contractor shall furnish mill certificates, from the paint manufacturer, indicating in detail that the paint meets this specification. As stated, the City of La Porte retains the option to test this material to determine if it meets this specification. The tests shall be paid for by the Contractor.

676.10 Testing. When required, the Contractor shall pay for and provide to the City of La Porte, a testing report performed by a local testing laboratory designated by the Engineer. The report shall verify that the raw and finished materials, to be supplied under this contract, meet the requirements of this specification. These tests shall be paid for by the Contractor. One set of tests shall be made on each batch of paint.

676.11 Rejection. Materials and finished products which fail to meet any or all requirements of these specifications shall be subject to rejection. All materials and finished products rejected by the Engineer, whether in containers or applied to the roadway surface, shall be removed from the job site and replaced with materials meeting specifications and requirements and all costs of such removal and replacement shall be borne by the Contractor.

676.12 Measurement & Payment. Payment for this material shall be in accordance with the conditions prescribed in the contract awarded by the City of La Porte and as shown on the bid items, or payment shall not be made directly but will be considered subsidiary to the furnishing and application of white or colored water based traffic paint, as specified.

# TECHNICAL SPECIFICATION

## ITEM 00360 CONCRETE PAVEMENT

360.1 Description. This item shall consist of a pavement of Portland cement concrete, with reinforcement, as shown on the plans, with or without monolithic curbs, constructed as herein specified on the prepared subgrade or other base course in conformity with the thickness and typical cross sections shown on the drawings, and to the lines and grades established by the Engineer.

360.2 Materials. The cement shall be either Type I or Type III of a standard brand of Portland cement which shall conform to ASTM Designation C150. Type III cement shall be used when high early concrete is required. If the use of high early strength cement is not specified, and the Contractor desires to use it, he shall obtain written permission of the Engineer and shall assume all additional costs incurred by the use of such cement.

Flyash may be used with the cement. Cement plus flyash shall be composed of Portland cement, of the type specified herein, and a maximum of 28 percent flyash by absolute volume. It is recommended that the percent of flyash by absolute volume be reduced to a maximum of 20 percent during cold weather concreting (average ambient temperature, over a 24 hour period after placement, less than 50°F). Flyash shall be Class C conforming to the requirements of ASTM C618, "Specification for Flyash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete". Flyash shall have a minimum CaO Content of 20 percent.

Unless otherwise designated on the drawings, or herein, all bar reinforcement shall be deformed and shall conform to ASTM Designation A615, Grade 40, open hearth, basic oxygen or electric furnace new billet steel. Grade 60 may be used, provided it is furnished to the City of La Porte at the same price as Grade 40.

The use of prefabricated deformed steel bar mats, conforming to ASTM A184, is not permitted.

With prior approval of the Engineer, admixtures meeting the requirements of ASTM Designation C494, titled "Chemical Admixtures for Concrete" and ASTM Designation C1017 titled "Chemical Admixtures for use in Producing Flowing Concrete", may be used.

Aggregates shall conform to ASTM C33, "Specifications for Concrete Aggregates". Coarse aggregate shall consist of durable particles of gravel, crushed stone, or combinations thereof, free from frozen material or injurious amounts of salt, alkali, vegetable matter, or other objectionable material either free or as an adherent coating, and its quality shall be reasonably uniform throughout. It shall contain not more than 0.25 percent by weight of clay lumps, not more than 1.0 percent by weight of laminated and/or friable particles. It shall have a wear of not more than 35 percent when tested in accordance with ASTM method C131, the "Los Angeles Abrasion Test." When tested by ASTM method C136 and ASTM C117, it shall meet the following grading requirements:

**TABLE I  
COARSE AGGREGATE GRADATION**

% Retained by Wt.

Retained on 1-3/4" sieve	0%
Retained on 1-1/2" sieve	0% to 5%
Retained on 3/4" sieve	30% to 65%
Retained on 3/8" sieve	70% to 90%
Retained on No. 4 sieve	95% to 100%

The loss by decantation shall be a maximum of one percent.

Fine aggregate shall consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. It shall be free from frozen material, or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall contain not more than 0.5 percent, by weight, of clay lumps. When subjected to the color test for organic impurities (ASTM method C40), the fine aggregate shall not show a color darker than the standard.

Unless otherwise specified, fine aggregate shall meet the following grading requirements:

**TABLE II  
FINE AGGREGATE GRADATION**

Retained on 3/8" sieve	0%
Retained on No. 4 sieve	0% to 5%
Retained on No. 8 sieve	0% to 20%
Retained on No. 16 sieve	15% to 50%
Retained on No. 30 sieve	35% to 75%
Retained on No. 50 sieve	65% to 90%
Retained on No. 100 sieve	90% to 100%
Retained on No. 200 sieve	97% to 100%

Fine aggregate shall be subjected to the Sand Equivalent Test. The sand equivalent shall be not less than 80.

Mineral filler shall consist of stone dust, clean crushed sand or other approved inert material.

Mixing water for concrete shall conform to the requirements for water specified in ASTM C94, "Specification for Ready Mixed Concrete".

Boards for expansion joint filler shall be 3/4-inch finished thickness Class A redwood. Joint sealant shall meet the requirements of ASTM D3405, titled "Standard Specifications for Joint Sealants, Hot Poured, for Concrete and Asphalt Pavement". Joint sealant for expansion joint shall be installed 1/4" below the top of pavement elevation.

Load transmission devices for expansion joints shall be of 3/4-inch finished thickness class A redwood, an approved metal brace or device and 18-inch long steel dowel thru the center of the redwood on 12-inch centers. The dowels shall be 1-inch in diameter for pavement thicknesses up to and including 8-inches and 1-1/4-inch diameter for pavement thicknesses of 9-inches or more. All dowels shall be deformed on one end. Each approved metal brace or device shall be attached

and shall hold the dowel firmly to the redwood board. On one side of the redwood, the dowel bar shall be completely capped or sheathed to prevent bonding to the concrete to provide for expansion. On the other side, it shall be fixed to the approved metal brace or device ensuring a position perpendicular to the redwood and parallel to the proposed slab to deter bending, bearing and shearing stresses.

Tie bars are to be minimum 5/8-inch diameter, Grade 40, steel and minimum 30-inches in length and spaced maximum 48-inches center to center.

Metal devices for expansion and contraction joint assemblies, (such as welded wire bar chains, bar stakes, end marker channels, etc.) shall be as shown on the drawings or may be similar devices of equivalent or greater strength, approved by the Engineer, that will secure the joint assembly in correct position during the placing and finishing of concrete. The Contractor shall have an option of using a metal winged plate or a flat metal plate.

All contraction and longitudinal joints that are not at the edge or end of a pour shall be saw cut. Metal or fiber strips placed in the uncured concrete will not be permitted. The joints shall be sawed as soon as sawing can be accomplished without damage to the pavement and as directed by the Engineer. Once sawing has commenced, it shall be continued until completed. The saw cut shall be made with one pass of the concrete saw. Sawing must be accomplished even in rain or cold weather. All sawing must be completed within twenty-four hours of placement. Should the sawing for any days placement fail to be completed within twenty-four hours, the following concrete placement shall be limited to the amount that was sawed on time. This limitation shall continue until the sawing crew demonstrates it can handle a larger volume of sawing.

The sawed cut shall be a minimum 1/4 inch width and have a depth of one-fourth the thickness of the pavement. Joint sealant installation shall be 1/8" below the top of pavement grade.

Unless otherwise specified, transverse sawed control joints shall be constructed at twenty-foot intervals measured along the longitudinal axis of the roadway, or as directed by the Engineer.

360.3 Proportioning of Concrete. Cement, aggregates, chemical admixtures and water shall be in accordance with the requirements of the Item 00421, "Structural Concrete", Class C-1.

Unless otherwise permitted, the concrete mix design shall be proportioned to provide a slump of between 1 and 4 inches. A slump range of 1" to 3-1/2" shall be used for concrete laid with a slip form paver, while vibrated concrete shall have a slump range of 2" - 4", when tested in accordance with ASTM Method C143, "Slump Test". A slump test will be made for each sample of concrete obtained for the casting of test beams, or when slumps appear to be outside specification requirements.

Pavement mix designs shall meet flexural requirements of at least five hundred (500) pounds per square inch, at seven (7) days, and at least six hundred (600) pounds per square inch, at twenty eight (28) days, using ASTM Method C78, "Flexural Test of Simple Beam with Third Point Loading". When high early strength cement is used, it shall reach at least 500 psi at seven days and 600 psi at twenty eight days. The concrete shall contain not less than five and one-half sacks of cement per cubic yard.

Four test beams for a flexural strength value shall be taken from the concrete for each 150 cubic yards or less of pavement placed each day. The flexural strength value using the average of two beams shall be obtained at 7 days, using ASTM Method C78, and shall meet the strength requirements outlined above. The flexural strength value using the average of the second set of beams, shall be obtained at 28 days using ASTM Method C78. Additional beams may be as required due to concrete placing conditions, or for adequately determining the strength of concrete when the early opening of the pavement to traffic is dependent upon concrete strength tests. No

extra compensation shall be allowed for materials and work involved in fulfilling these requirements.

360.4 Equipment. All equipment necessary for the construction of concrete pavement shall be on the job and shall have been approved by the Engineer as to condition, before the Contractor will be permitted to begin construction operations on which the equipment is to be used.

A template, or other approved method, for checking the contour of the subgrade shall be provided and operated by the Contractor. The template shall rest upon the side forms and shall be of such strength and rigidity that under a test made by changing the support to the center, it shall not show a deflection of more than 1/2-inch. It shall be provided with accurately adjustable rods projecting downward to the subgrade at 1-foot intervals and these rods shall be adjusted to the required crosssection of the bottom of the slab, when the template is resting upon the side forms.

Side forms shall be of metal of approved cross section. The preferred depth of the form shall be equal to the required edge thickness of the pavement. Forms with depths greater or less than the required edge thickness of the pavement will be permitted, provided the difference between the form depth and the edge thickness is not greater than 1- inch, and further provided that forms of a depth, less than the pavement edge are brought to the required edge thickness by securely attaching wood or metal strips, of approved section, to the bottom of the form, or by grouting under the form. Bottom flange of the form shall be the same size as the thickness of the pavement. Aluminum forms are not allowed. All forms must be approved by the Engineer.

The length of form sections shall be not less than 10-feet and each section shall provide for staking in position with not less than 3 pins. Flexible or curved forms of wood or metal of proper radius shall be used for curves of 100-foot radius or less. Forms shall be ample strength and shall be provided with adequate devices for secure setting so that when in-place they will withstand without visible springing or settlement, the impact and vibration of the finishing machine. In no case shall the base width be less than 8-inches for a form 8-inches or more in height. The forms shall be free from warp, bends or kinks and shall be sufficiently true to provide a reasonable straight edge on the concrete and the top of each form section, when tested with a straight edge, shall conform to the requirements specified for the surface of the completed pavement. Sufficient forms shall be provided for satisfactory prosecution of the work.

All pavement shall be finished by machine, except as hereinafter provided. The transverse finishing machine shall be provided with two screeds and a tamp accurately adjusted to the crown of the pavement and shall be power driven and mounted in a substantial frame equipped to ride on the forms and shall be so designed and operated as to strikeoff and consolidate the concrete.

The longitudinal finishing machine shall be provided with a longitudinal float not less than 10-feet in length, adjusted to a true plane, shall be power driven and shall be so designed and operated as to finish the pavement to the required grade.

Finishing machine shall be maintained tight and in good operating condition accurately adjusted to the required crown or profile and free from deflection, wobble or vibration tending to affect the precision of finish. Machines failing to meet these requirements will be condemned by the Engineer and the Contractor shall remove this equipment from the jobsite and provide approved equipment.

When hand finishing is permitted under this specification, the Contractor shall provide a strike template and tamping template, both of lumber, or equivalent metal section, and at least 2-feet longer than the width of the pavement. Both templates shall conform to the crown section of the pavement and the tamp, if of wood, shall have a steel face not less than 3/8-inches in thickness. He shall also provide a longitudinal float of an approved design.

The Contractor shall furnish a canvas or canvas-rubber composition belt for finishing the pavement, not less than 6-inches nor more than 10- inches wide, and at least 2-feet longer than the width of the pavement. A burlap finish is also allowed.

The Contractor shall furnish and maintain at least two standard 10-foot steel or aluminum straight-edges.

The Contractor shall furnish a sufficient number of bridges equipped to ride on the forms and span the pavement for finishing operations and for the installation and finishing of joints and center strips. All necessary finishing and edging tools shall be furnished as may be required to complete the pavement in accordance with the drawings.

360.5 Slip Form Paver. In the event the Contractor is permitted to use a slip form paving machine, all equipment and techniques used must be first approved by the City Engineer prior to any such operations. In the event a slip form paver is disapproved, then the equipment specified elsewhere in this item shall be used. The approval process shall take place after bids are received.

A Clary screed, as approved by the City Engineer, may be used in lieu of a mechanical bull float and oscillating screed, as long as the Contractor can show that it will not ride over the concrete. Hand vibrators are required at the jobsite, when pouring concrete. A hand vibrator shall be used around all load transfer devices.

360.6 Subgrade and Forms. The subgrade shall be excavated as required, all unstable or otherwise objectionable material removed, and all holes, ruts, and depressions filled with approved material, as per Item 205 "Subgrade". Rolling and sprinkling shall be performed when, and to the extent directed, and the roadbed shall be completed to or above the drawings of the typical sections shown on plans and the lines and grades established by the Engineer. Material excavated in the preparation of the subgrade shall be utilized in the construction of adjacent shoulders and slopes, and any additional material required for the completion of the sections shall be secured from sources indicated on plans or designated by the Engineer. Drainage of the roadbed shall be maintained at all times.

The subgrade shall be finished to the exact section of the bottom of the pavement as shown on plans, and tested with the approved template operated and maintained by the Contractor. The subgrade shall be maintained in a smooth, compacted condition, in conformity with the required section and established grade until the pavement is placed, and shall be kept thoroughly wetted down sufficiently in advance of placing any pavement to insure its being in a firm and moist condition for at least 2 inches below the prepared surface. Sufficient subgrade shall always be prepared in advance to insure satisfactory prosecution of the work. No equipment or hauling shall be permitted on the prepared subgrade, except on special permission of the Engineer, which will be granted only in exceptional cases and only where a suitable protection in the form of two-ply timber mats or other approved material is provided.

The subgrade under the forms shall be firm and cut true to grade so that each form section when placed will be firmly in contact for its whole length and base width, and exactly at the established grade. Any subgrade under the forms below established grade shall be corrected, using suitable material, placed, sprinkled and rolled as directed. Forms shall be staked with at least three pins for each ten-foot section. A pin shall be placed at each side of every joint. Form sections shall be tightly joined and keyed to prevent relative displacement. Forms shall be cleaned and oiled each time they are used.

Forms shall be set for a sufficient distance in advance of the point where concrete is being placed to permit a finished and approved subgrade length of not less than 300 feet ahead of concrete placement, or as approved by the Engineers. Conformity of the grade and alignment of forms shall be checked immediately prior to placing concrete, and all necessary corrections made by the Contractor. Where any form has been disturbed or any subgrade becomes unstable, the form shall

be reset and rechecked. In exceptional cases, the Engineer may require suitable stakes driven to the grade of the bottom of the forms to afford additional support. Sufficient stability of forms to support the equipment operated thereon and to withstand its vibration without springing or settlement shall be required. If forms settle over one-eighth (1/8) inch under finishing operation, paving operations shall be stopped and the forms shall be reset to line and grade.

Forms shall remain in place for not less than 8 hours after the concrete has been placed. They shall be carefully removed in such a manner that little or no damage will be done to the edge of the pavement. Any damage resulting from this operation shall be immediately repaired. After the forms have been removed, the ends of all joints shall be cleaned, and any honeycombed areas pointed up with approved mortar.

Immediately after pointing is complete, the form trench shall be filled with earth from the shoulders in such manner as to shed water from rainfall or curing away from the edge of the pavement. On completion of the required curing, the subgrade or shoulders adjacent to the pavement shall be placed in condition to maintain drainage.

**360.7 Reinforcing Steel and Joint Assemblies.** All reinforcing steel, tie bars and load transmission units used in accordance with plan provisions shall be accurately placed and secured in position in accordance with details shown on drawings. Reinforcing bars shall be securely wired together at all intersections and splices, and shall be accurately wired to each dowel and load transmission unit intersected. The tie bars shall be installed in required position by the method and device shown on drawings, or by approved method and device equivalent thereto. Bar coatings required by plans, and of material specified, shall be completed and the bars and coating shall be free of rust, dirt or other foreign matter at the time of installation in the concrete. Reinforced steel to be supported on bar chairs or other approved devices placed on maximum 36" centers each way.

Where plans require an assembly of parts at pavement joints, the assembly shall be completed, placed at required location and elevation, and all parts rigidly secured in required position by the method and devices shown on plans, or by approved method and devices equivalent thereto. Dowel Bars shall be accurately installed in joint assemblies in accordance with drawings, each parallel to the pavement, and shall be rigidly secured in required position by such means (as shown on plans, or approved equivalent thereto) that will prevent their displacement during placing and finishing of the concrete. The assembled units comprising the load transmission devices shall be accurately installed in joint assemblies in accordance with plans, each unit vertical with its length perpendicular to the centerline of the pavement, and all units shall be rigidly secured in required position by such means (as shown on drawings, or approved equivalent thereof) that will prevent their displacement during placing and finishing of the concrete. Leader boards, joint filler and other material used for forming joints shall be accurately notched to receive each load transmission unit. All load transmission units shall be free of rust and clean when installed in the concrete.

**360.8 Concrete Placing.** No concrete shall be placed when the air temperature is at or below 35° F. The temperature of the concrete shall at no time fall below 60° F., or exceed 100° F.

When the concrete reaches a temperature of 85° F., retarders shall be introduced into the mixture and shall continue to be used until the concrete reaches a temperature of 95° F.

After 95° F. and through 100° F., a plasticizer shall be introduced into the mixture. After 95°, ice may be used to control temperature, in lieu of a plasticizer.

For concrete between temperatures of 85° F. through 95° F., the slump shall be as specified in Item 360. For concrete with temperatures greater than 95° F., slumps shall be as specified by the Engineer.

The amount of retarder or plasticizer, introduced into the mixture, shall be in accordance with the manufacturer's recommendations. See part 360.2, Materials, for requirements of admixtures.

No concrete shall be used if the concrete has developed initial set, or which is not in place within 1-1/2 hours after the initial water has been added.

Pouring concrete during inclement weather, which would adversely effect the quality and/or finish of the concrete pavement does not relieve the contractor from his responsibility to provide a pavement that complies with the specification.

360.9 Joints. All transverse and longitudinal joints in the pavement shall be of the type or the alternate type shown on the drawings, shall be constructed at required locations, on required alignment in the required relationship to tie bars and joint assemblies and in accordance with the details shown on the plans.

Normally, the stoppage of the placement of concrete shall be scheduled to occur at proposed expansion joints, or at proposed longitudinal joints located between traffic lanes. If it becomes necessary to stop the placement of concrete at an unscheduled location due to unforeseen circumstances, the stoppage may occur at a proposed contraction joint, or at other locations with the approval of the Engineer. The following provisions shall govern for each type of joint at which the placing of concrete is stopped:

When the placing of concrete is stopped at any expansion joint, the complete jointed assembly shall be installed and rigidly secured in required position as shown on plans. A bulkhead of sufficient cross sectional areas to prevent deflection, accurately notched to receive the load transmission units or dowels, as the case may be, and shaped accurately to the cross section of the pavement shall be provided and installed as a back-up for the joint filler and rigidly secured in required position to permit accurate finishing of the concrete up to the joint. After the concrete has been finished to the joint, formation of the joint seal space and finishing of the joint shall be executed as specified herein and in accordance with plan requirements. The back-up bulkhead shall remain in place until immediately prior to the time when concrete placing is resumed, when it shall then carefully be removed in such manner that no element of the joint assembly will be disturbed. The exposed portions of the joint assembly shall be free of adherent concrete, dirt or other material at the time placing of concrete is resumed.

When placing of concrete is stopped at a longitudinal joint, all applicable provisions of Section 360.7 shall apply in addition to the following requirements:

The face of the bulkhead at the joint shall be grooved or recessed as necessary to provide the required spaces for the top and bottom breaker strips as shown on plans. The bulkhead shall be either drilled or notched to receive the tie bars. Tie bars shall be secured in required position by use of adequate transverse bracing and vertical supports meeting the approval of the Engineer.

When placing of concrete is stopped at a contraction joint, all applicable provisions of Section 360.7 shall apply, in addition to the following requirements:

The face of the bulkhead adjoining the slab end shall be notched and grooved to fit the exposed half-section of the joint assembly and shall be shaped to form the slab end at the center of joint as shown on plans. The half-width of joint seal-space may be formed by a strip of required section placed and removed in accordance with drawing requirements for construction of transverse contraction joints. The Contractor shall have available a bulkhead shaped to the section of the pavement, and of a section to form a key not less than 1 inch in depth and 2 inches in height at the center of depth of the pavement. This bulkhead must be drilled to permit the continuation of all longitudinal reinforcing steel through the construction joint, and shall be of sufficient section and strength to prevent deflection.

Immediately upon the intended stoppage of the placing of concrete to a line, install the above described bulkhead at right angles to the centerline of the pavement perpendicular to the surfaces

and at required elevation. Concrete shall be placed and finished to this bulkhead. Any concrete remaining on the subgrade ahead shall be removed and disposed of as directed. When placing of concrete is resumed before the concrete has set to the extent that the concrete will stand on removal of the bulkhead, the new concrete shall be rodded, and the key in the first concrete must be carefully preserved. An edge created by a construction joint of this type shall have a joint seal space and shall be sealed as required for construction joints.

Transverse expansion joints shall be formed perpendicular to the centerline and surface of the pavement, and shall be constructed in accordance with the sequence of operations shown on drawings. After the transverse finishing machine and before the longitudinal finishing machine has passed over the joint, the contractor shall test the joint filler for correctness of position and make any required adjustment in position of the filler, and shall install the joint seal space form in accordance with plans. After removal of the joint seal form as required by plans, the joint seal space above the joint filler shall be thoroughly cleaned and the concrete faces of the joint seal space shall be left true to line and section throughout the entire length of the joint. On completion of curing of the pavement, the joint sealing filler of the type specified shall be placed in accordance with drawings. The faces of the joint seal space shall be clean and surface dry at the time joint sealing filler is placed. On completion of the joint seal, the pavement adjacent to the joint shall be left free of joint sealing material.

360.10 Finishing. All concrete pavement shall be tamped and finished mechanically with approved power driven machines, except as herein provided. Hand finishing will be permitted on the transition from a crowned section to a super-elevated section without crown on curves, and on straight-line super elevation sections less than 300-feet in length. Hand finishing will also be permitted on that portion of a widened pavement outside the normal pavement width, on sections where the pavement width is not uniform, or required monolithic widths are greater than that of available finishing machines.

Machine finishing of pavement shall include the use of a power driven transverse strike-off, tamp and screed and a longitudinal float.

The transverse finishing machine shall first be operated to compact and finish the pavement to the required section and grade, without surface voids. The machine shall be operated over each area as many times and at such intervals as directed. At least two trips will be required, and the last trip over a given area shall be a continuous run of not less than 40 feet.

After completion of finishing with the transverse finishing machine, the longitudinal mechanical float shall be operated to smooth and finish the pavement to the required grade. The float shall be operated paralleled to the centerline of the pavement with a short, quick motion, and shall travel slowly across the pavement, maintaining contact with the surface at all points. If this result is not attained, additional concrete shall be placed if required, tamped and screeded, and the float shall operate over the same area until a satisfactory surface is produced. The advance along the length of the pavement between successive passes of the float across the surface shall be such that the float shall continuously lap its previous position by not less than one-fourth its length.

After floating is complete, and the concrete still workable, the surface shall be tested for conformity with an approved 10-foot steel straightedge. The straight-edge shall be operated from the side of the pavement, placed paralleled to the pavement centerline and passes across the slab to reveal any high spots or depressions. The straightedge shall be advanced along the pavement in successive stages of not more than one-half its length. Any correction of the surface required shall be accomplished by adding concrete if required and by operating the longitudinal float over the area. The surface test with the straightedge shall then be repeated.

After completion of the straight-edge testing, and just before the concrete becomes non-plastic, the surface shall be belted with an approved belt, operated with short transverse strokes and a rapid advance longitudinally. This operation shall produce a uniform surface of a gritty texture.

About the time the concrete becomes hard, the edge of the slab shall be carefully finished with an edger of the radius required by the Engineer, and the pavement edge shall be left smooth and true to line.

Hand finishing shall be resorted to only in those conditions provided for above, and upon specific authorization by the Engineer. When hand finishing is permitted, the concrete shall be struck off with an approved strike-off screed to such elevation that when consolidated and finished the surface of the pavement shall conform to the required section and grade. The strike template shall be moved forward with a combined transverse and longitudinal motion in the direction the work is progressing, maintaining a slight excess of material in front of the cutting edge. The concrete shall then be tamped with an approved tamping template to compact the concrete thoroughly, and eliminate surface voids, and the surface screeded to required section.

After completion of a strike-off, consolidation, and transverse screeding, a hand-operated longitudinal float shall be operated to test and level the surface to the required grade. Workman shall operate the float from approved bridges riding on the forms and spanning the pavement. The longitudinal strokes while being passed from one side of the pavement to the other shall be continuous. If contact with the pavement is not made at all points, additional concrete shall be placed if required, tamped and screeded, and the float shall be used to produce a satisfactory surface. Care shall be exercised to keep the ends of the float from digging into the surface of the pavement. After a section has been smoothed so that the float maintains contact with the surface at all points in being passed from one side to the other, the bridges may be moved forward half the length of the float, and the operations repeated.

Just before the concrete becomes non-plastic, texture shall be applied with tines, belts, or other methods approved by the Engineer. The texture shall be applied transversely. It is the intent that the average texture depth, resulting from the number of tests directed by the Engineer, be not less than 0.060-inch with a minimum texture depth of 0.050-inch for any test done in accordance with Test Method Tex-436- A. Should the texture depth fall below that intended, the finishing procedures shall be revised to produce the desired texture.

After the concrete has been placed 12 hours or more, the Engineer will test the surface of the pavement with a ten-foot straight-edge placed parallel to the centerline. The straight edge shall be approved by the Engineer. The surface shall not vary from the straight edge by more than one-sixteenth (1/16) inch per foot from the nearest point of contact, and in no case shall the maximum ordinate from a ten-foot straight-edge to the pavement be greater than one-eighth (1/8) inch. Any high spots causing a departure from the straightedge in excess of that specified shall be ground down by the Contractor to meet the surface test requirements, when required by the Engineer.

360.11 Curing. The Contractor shall provide for protection of freshly laid concrete against pitting and washing from rain, by having on the job at the time and place of pouring, sufficient canvas and/or waterproof covering material to protect at least 400 linear feet of pavement over the entire width of pavement surface being placed. See the Item 421, "Structural Concrete", for additional information.

360.12 Protection of Pavement. The Contractor shall erect and maintain the barricades required by the plans, and such other barricades and approved devices as will exclude public traffic and traffic of his employees and agents from the newly placed pavement for the periods of time hereinafter prescribed. Portions of the roadway, or crossings of the roadbed required to be maintained open for use by traffic, shall not be obstructed by the above required barricades. Crossings of the pavement required by plans, or by construction sequence, during the period prior to opening to traffic as herein specified, shall be provided with an adequate and substantial bridge, approved by the Engineer.

### Sealed Bid #15010 - S. 3rd Street Public Parking Lot

Item	Description	UOM	QTY	Triking Construction		Taylor & Taylor Construction		Aztec Remodeling & Landscaping, Inc.		AAA Asphalt Paving		Brooks Concrete, Inc.		Precise Services, Inc.		Paskey Incorporated	
				Unit price	Extended Price	Unit price	Extended Price	Unit price	Extended Price	Unit price	Extended Price	Unit price	Extended Price	Unit price	Extended Price	Unit price	Extended Price
1	Mobilization for entire project	LS	1	5000	\$5,000.00	750	\$750.00	5000	\$5,000.00	3500	\$3,500.00	6000	\$6,000.00	7161.96	\$7,161.96	15038.19	\$15,038.19
2	6" concrete with 4" rebar on 12" centers	SY	1649	36.08	\$59,495.92	48.8	\$80,471.20	51	\$84,099.00	53	\$87,397.00	55.08	\$90,826.92	55.93	\$92,228.57	85.69	\$141,302.81
3	Striping as specified	LS	1	1600	\$1,600.00	900	\$900.00	850	\$850.00	750	\$750.00	900	\$900.00	5774.47	\$5,774.47	1793	\$1,793.00
4	Remove and replace car stops	EA	41	75	\$3,075.00	18	\$738.00	25	\$1,025.00	75	\$3,075.00	14.5	\$594.50	68.21	\$1,227.78	25	\$1,025.00
<b>TOTAL BID</b>				<b>\$69,170.92</b>		<b>\$82,859.20</b>		<b>\$90,974.00</b>		<b>\$94,722.00</b>		<b>\$98,321.42</b>		<b>\$106,392.78</b>		<b>\$159,159.00</b>	

**Expansion Joint**  
(N.T.S.)

**Control Joint**  
(N.T.S.)

LOTS 24 THRU 28  
BLOCK 40  
AND A PORTION OF THE 16 FOOT ALLEY  
TO THE WEST OF SAID LOTS  
TOWN OF LA PORTE  
HARRIS COUNTY, TEXAS

**Site Information:**

KEY MAP: 540X  
NAME OF DEVELOPMENT: 114 S. 3rd Street  
PARKING LOT  
TYPE OF DEVELOPMENT: PARKING LOT (NAIC 812930)  
OWNER/DEVELOPER: CITY OF LA PORTE  
HCAD NO.: 0231770400024  
ZONE: MAIN STREET DISTRICT  
PROPOSED USE: PUBLIC PARKING  
JOB ADDRESS: 114 S. 3rd. Street  
LA PORTE, TX. 77571  
SURVEYOR: BEAR LAND SURVEYING CO.  
3201 N. STATE HWY. 146, UNIT A  
BAYTOWN, TEXAS 77520  
281-427-6442

**Benchmark:**

BOLT IN S. FACE P.P.  
LOCATED @ N.E. CORNER  
OF NEW FIRE STATION BLDG.  
2' ON W. SIDE ALLEY ELEV. 22.34  
NEW INSTALLED CHISELED "X"  
@ S.E. CORNER OF W. FIRE STATION  
BLDG. AND ON W. SIDE OF ALLEY  
ELEV. = 22.33 (01.201) MARKED  
WITH BLACK MARKER.

**Detention Volume Statement**

DETENTION IS NOT REQUIRED

**Flood Zone Note:**

FLOOD ZONE - "X"  
THIS TRACT LIES IN ZONE "X" AS SHOWN ON F.E.M.A.  
MAP NO. 48201C0-94SL DATED JUNE 18, 2007  
100 YEAR FLOOD INFORMATION F.I.R.M. #485487, PANEL #0945 L

I, BOB SAMUEL ENG, AM REGISTERED UNDER THE LAWS  
OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING  
AND HEREBY CERTIFY THAT THIS MINOR SITE PLAN IS  
TRUE AND CORRECT AS TO PROPOSED SITE IMPROVEMENTS.

BOB SAMUEL ENG, P.E.  
TEXAS REGISTRATION NO. 75194

**CITY APPROVING AUTHORITY CERTIFICATE**  
THIS IS TO CERTIFY THAT THE CITY OF LA PORTE HAS APPROVED THIS SITE PLAN FOR 3RD STREET PARKING LOT  
IN CONFORMANCE WITH THE ORDINANCES OF THE CITY OF LA PORTE.

BY: \_\_\_\_\_  
DIRECTOR, PLANNING DEPARTMENT  
BY: \_\_\_\_\_  
CITY PLANNER, PLANNING DEPARTMENT  
BY: \_\_\_\_\_  
CITY ENGINEER, PLANNING DEPARTMENT

CITY OF LA PORTE  
604 W. FAIRMONT PKWY  
LA PORTE, TX 77571



The seal appearing on  
this document was  
authorized by  
BOB SAMUEL ENG  
P.E. 75194, eny

CITY OF LA PORTE  
114 S. 3RD STREET  
LA PORTE, TX 77571  
SITE PLAN

JOB NO.: 13-67000002  
DWN: BJT/AJN  
CK'D: BE  
APP'D: BE  
SCALE: 1:10  
DATE: 2-24-2015  
SHEET:

**Abbreviations**  
(NOT ALL ABBREVIATIONS ARE USED ON DRAWING)

- ASPH. ASPHALT
- C.B. CATCH BASIN
- C.J. CONTROL JOINT
- CL.RD. CENTERLINE OF ROAD
- CONC. P. PAVING
- E.J. EXPANSION JOINT
- EXIST. EXISTING
- GUY. GUY ANCHOR
- F.H. FIRE HYDRANT
- H.C. HANDICAPPED ACCESSIBLE
- H.B. HOSE BIBB
- H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
- IRON ROD
- I.R. IRON ROD
- L.W.M. IRRIGATION WATER METER
- L.P. LIGHT POLE
- M. MANHOLE
- N.T.S. NOT TO SCALE
- O.C.E.W. ON CENTER EACH WAY
- O.H.E. OVERHEAD ELECTRICAL
- P.O.A. POINT OF ATTACHMENT
- P.O.B. POINT OF BEGINNING
- P.M. POLE MOUNTED
- PROP. PROPOSED
- P.P. POWER POLE
- P.V.C. POLYVINYL CHLORIDE PIPE
- R.C.P. REINFORCED CONCRETE PIPE
- SCH. SCHEDULE
- T.O.G. TOP OF GRATE
- T.O.P. TOP OF PAVING
- TYP. TYPICAL
- U.G.E. UNDERGROUND ELECTRICAL
- U.N. UNLESS NOTED
- W.L. WATER LINE

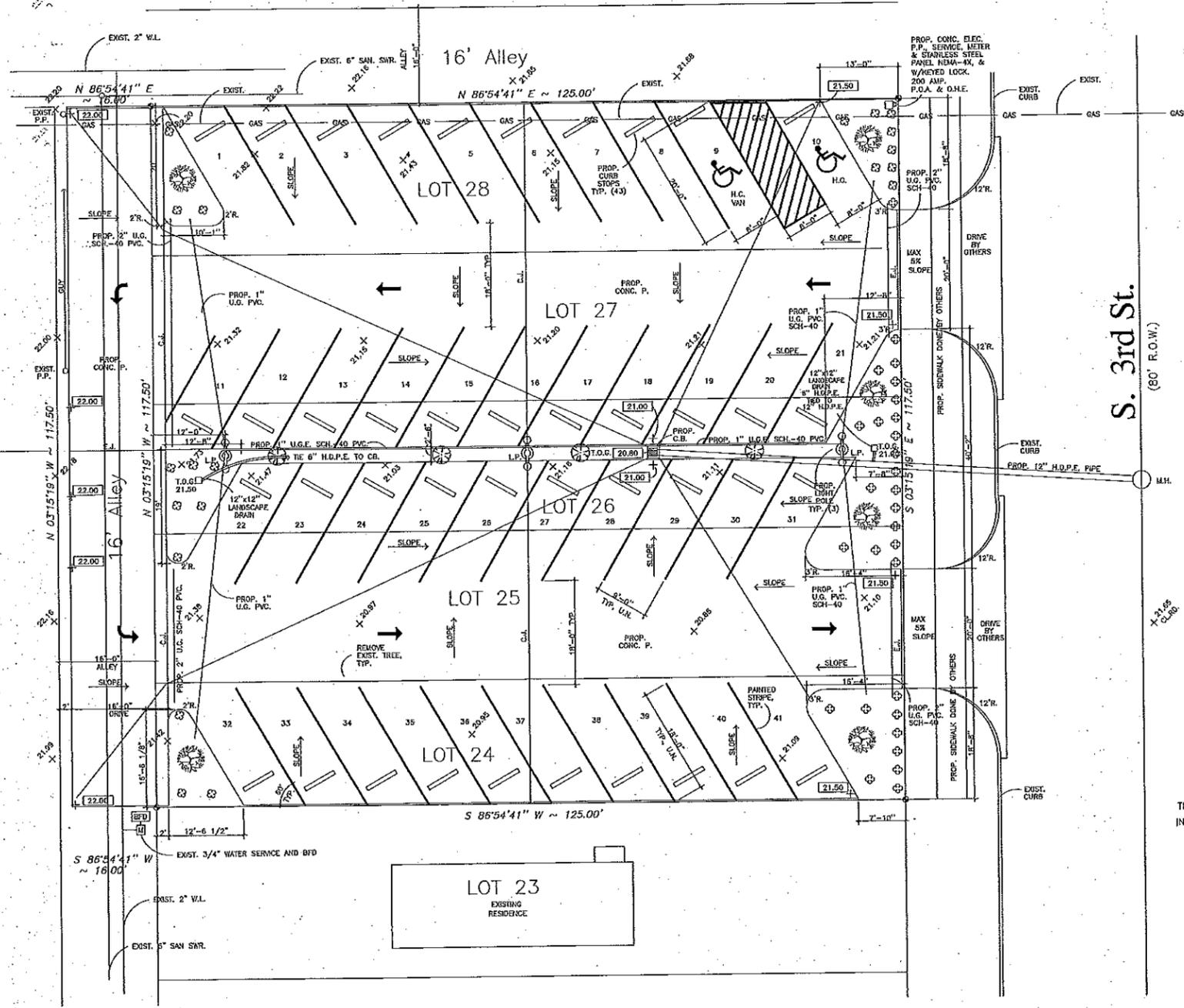
**Legend:**

- GAS CENTERPOINT ENERGY GAS LINE
- P.L. PROPERTY LINE
- X 21.00 ELEVATION - EXISTING
- 22.00 ELEVATION - PROPOSED
- CONCRETE CAR STOP

**ADA Parking Notes:**  
PER 2012 T.A.S. - TEXAS ACCESSIBILITY STANDARDS  
EFFECTIVE MARCH 15, 2012

**Proposed Scope of Work:**

1. CURB PAVING:  
(1) 6" THICK 4,000 P.S.I. CONC.  
(2) 1/4" REBAR GRADE-50 @ 12" O.C.E.  
E.A. & C.J. PER DRAWINGS.
2. CONCRETE CAR STOPS:  
(41) PER DRAWINGS CITY WILL SUPPLY (WILL BE ON SITE).
3. PARKING LOT STRIPING:  
(43) 60" PARKING SPACES  
(1) H.C. W/EMBLEM & SIGN.  
(1) H.C. VAN W/EMBLEM & SIGN.  
(6) DIRECTIONAL ARROWS.  
SEE TECHNICAL SPECIFICATION  
FOR COLOR AND TYPE OF PAINT.



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 22, 2015</u>	<u>Appropriation</u>
Requested By: <u>D. Mick</u>	Source of Funds: <u>003 Utility Fund</u>
Department: <u>Public Works</u>	Account Number: <u>003.9890.672.1100</u>
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>306,000.00</u>
Other: <input type="radio"/>	Amount Requested: <u>181,469</u>
	Budgeted Item: <input type="radio"/> YES <input type="radio"/> NO

**Attachments :**

- 1. Engineer's Recommendation Letter for Award**
- 2. Bid # 15014 Tabulation**
- 3. Contractor's Proposal**
- 4. Bid Notification Report**
- 5. Bid # 15001 Tabulation**

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### SUMMARY & RECOMMENDATIONS

The approved FY 14 budget included a line item for replacement of the water well controls at Wells 1 & 2 (Hillridge Rd. in Fairmont Park) for \$231,000. City Council approved an additional \$75,000 in funding at the July 14, 2014 City Council meeting utilizing surplus funds from the water tank replacement at Well #5 for a total project funding of \$306,000.

Also at the July 14, 2014 City Council meeting, staff provided a copy of the design consultant's study of this water plant including options for phased improvements over the next 5 – 10 years. The Phase 1 bid award considered here includes motor controls and wiring for the ground water wells. The future Phase 2 includes the planned construction of a new building with a booster pump room, chlorine room and control room for the portion of the plant located on the north side of Hillridge Road currently included in the FY 19 Capital Improvement Plan at \$650,000. The estimated cost for all phases combined is \$1,850,000.

The initial bid for the Phase 1 improvements was opened and read on December 15, 2014 with three bids received. The low base bid received for this initial bid was \$366,469 - approximately \$120,000 over budget including a contingency. Staff requested cost savings suggestions from the apparent low bidder through the design engineer. The design engineer and Public Works staff considered the suggestions and modified the design as appropriate. The price reduction seen in the second bid compared to the first includes items removed such as the SCADA pack, smart controls and programming that may be considered again with a future phase and also items that were re-engineered for a total overall cost reduction.

The second Phase 1 bid, Sealed Bid #15014 Replace Water Wells 1&2 Rebid, was opened and read on May 19, 2015. Three bids were received. The bid was advertised in the Bay Area Observer on April 30 & May 7, 2015, posted on Public Purchase and the City's website. Fifteen (15) vendors were notified and nineteen (19) vendors downloaded the bid, notification report is attached. Items 3 and 4 alternate bid deduct items were included for additional cost savings if the bids were over budget. The work included with Item 5 is also included in Item 6. Staff recommends awarding the contract to McDonald Municipal and Industrial from Houston, Texas in the amount of \$165,469 with an additional authorization of \$16,000 for contingency and excepting Bid Items 3, 4, and 5.

**Benefits:**

The current controls are non-functional and parts are obsolete. The existing controls, panels, and conduits are over

40 years old. Well 1 does not function currently. Well 2 functions only with the right-angle drive engaged. The city groundwater wells are not utilized 90% of the time in any given year due to state subsidence controls. However, the wells are necessary for water quality control, a more economical source of up to 10% of the city's potable water supply, and as a secondary water source in the event of a loss of supply from the Southeast Houston Water Purification Plant.

**Liabilities of Status Quo:**

There is currently an increased potential for loss of water supply during a La Porte Area Water Authority outage due to lack of well motor power from the motor controls. This is remedied with the Phase 1 improvements considered with this request.

**Operating Costs:**

There will be a slight decrease in operating costs from power savings with replacement and increased motor life with soft start controls.

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**Action Required of Council:**

Consider approval or other action to award Bid No. 15014 (accepting Bid Items 1, 2, 6, 7, 8, and 9 and rejecting Bid Items 3, 4, and 5) to McDonald Municipal and Industrial in the amount of \$165,469 and authorize an additional \$16,000 allocation to be utilized as a project contingency for a total project authorization of \$181,469.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

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**Date**

June 1, 2015

Mr. Ray Mayo  
*Assistant Superintendent of Utilities*  
City of La Porte Public Works Department  
2963 N. 23<sup>rd</sup> St.  
La Porte, Texas 77571

Re: Bid Award Recommendation  
*Replace Water Wells 1 & 2 Controls: Bid - 15014*  
**SEI Project No. 4324-CLP**

Dear Mr. Mayo:

We have reviewed the Bid Submittal Forms for this project, and McDonald Municipal and Industrial is the apparent low bidder. We have firsthand knowledge of McDonald Municipal and Industrial's work on very large and medium size MCC Upgrade projects and have seen no unsatisfactory work.

Assuming the bid price is within the City's budget for this project, we recommend that McDonald Municipal and Industrial be awarded the contract for the Water Well 1 & 2 Control Replacement project for the amount of \$165,469.00. This will cover the base bid item and supplemental items 6, 7, 8 and 9; alternate items 3 and 4 will not be exercised.

If the City has any concerns that we may address, please contact me.

Sincerely,



Eric W. Burrer, PE  
*Associate / Project Manager*

11original

**BID FORM**

**15014 – REPLACE WATER WELLS 1 & 2 CONTROLS**

McDonald Municipal and Industrial  
A Div of C. F. McDonald Electric, Inc.

DATE: 05/19/15

Bid of \_\_\_\_\_ ~~an individual proprietorship~~ a corporation organized and  
existing under laws of the State of Texas, ~~a partnership consisting of~~ \_\_\_\_\_, for  
Construction of Replacement Of Water Wells \_\_\_\_\_, for the City of La Porte, Harris County, Texas.  
1 & 2 Controls Rebid

Gentlemen:

The undersigned bidder has carefully examined the Instructions to Bidders, this Proposal, the General Conditions of Agreement, the Technical Specifications and the drawings for the work herein above described and referred to in the Invitation to Bid and has carefully examined the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as called for in the Contract, the Specifications and shown on the drawings, and in the manner prescribed therein and according to the requirements of the City of La Porte.

**BID ITEMS**

ITEM NO.	DESCRIPTION	NO. OF UNITS	PRICE
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**SECTION I – BASE BID ITEMS**

1.	<b>Electrical Demolition</b> Demolition and disposal of existing electrical equipment, conduits, conductors, and customer service pole as shown on plans and as described in specifications for a lump sum of:	LS	\$ 3,000.00
2.	<b>Electrical System Installation</b> Provide and install equipment rack, enclosed circuit breaker, well SSRV starters, mini-power zone, concrete pads, conduits, conductors, electrical grade pull box at well no. 2 site, re-establishing vegetation, repaving of disturbed areas, and all required appurtenances as shown on plans and as described in specifications for a complete operating system for a lump sum of:	LS	\$ 129,469.00
<b>TOTAL BASE BID (Items 1 &amp; 2):</b>			\$ 132,469.00

ITEM NO.	DESCRIPTION	NO. OF UNITS	PRICE
<b><u>SECTION II – ALTERNATE BID ITEMS</u></b>			
3.	<b>Fused Disconnect Switch</b> Provide and install NEMA 3R 600A fused disconnect switch in lieu of enclosed circuit breaker for main service disconnect with a cost difference from base bid item number two (2) of:	LS	\$ ( 500.00 )
4.	<b>Removal of Well No. 2 SSRV</b> Removal of Well No. 2 SSRV and conductors from contract documents (conduit will remain in contract for future use) with a cost difference from the base bid item number two (2) of:	LS	\$ ( 16,500.00 )
<b>TOTAL ALTERNATE BID (Items 3 &amp; 4):</b>			\$ ( 17,000.00 )
<b><u>SECTION III – SUPPLEMENTAL BID ITEMS</u></b>			
5.	<b>New Conductors to Control Building</b> Remove existing conductors and install (16) – #12 + GND in existing conduit from well no. 1 site to existing water plant control building (approx. 420 feet) as shown on plans and as described in specifications for a lump sum of:	LS	\$ 4,000.00
6.	<b>New Ductbank to Control Building</b> Provide and install electrical grade pull box at water plant, conduits ASP200 and ASP201 from well no. 2 site to existing water plant control building, conductors, and all required appurtenances as shown on plans and as described in specifications. Complete restoration including re-grading, re-establishing vegetation, and repaving of disturbed areas, all for a lump sum of:	LS	\$ 14,000.00
7.	<b>Replace Fence at Well No. 1 Site</b> Provide and install new 8 FT. tall chain link fence with privacy slats and double 4.5 FT. wide gates to encompass all equipment (approx. linear feet: 75 FT.), complete and in place for a lump sum of:	LS	\$ 5,000.00
8.	<b>Replace Fence at Well No. 2 Site</b> Provide and install new 8 FT. tall chain link fence with privacy slats and double 4.5 FT. wide gates to encompass all equipment (approx. linear feet: 95 FT.), complete and in place for a lump sum of:	LS	\$ 5,000.00

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ITEM NO.	DESCRIPTION	NO. OF UNITS	PRICE
9.	<b>Area Lighting</b> Provide and install area light at each well site and conductors, complete and in place for a lump sum of:	LS	\$ <u>9,000.00</u>

NOTE: The Owner will select the supplemental bid items to be awarded. Items 5 and 6 are mutually exclusive.



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**CITY OF LA PORTE  
RESPONDENT AFFIDAVIT**

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this bid.

All items bid and installed under this procurement must be new and unused and in undamaged condition.

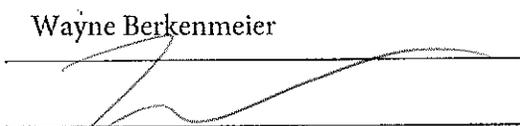
The City of La Porte is tax exempt and no taxes shall be included in the pricing of this solicitation.

Respondent understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the solicitation.

The respondent agrees that this solicitation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving submittals.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: McDonald Municipal and Industrial  
A Division of C. F. McDonald Electric, Inc.  
Address: 5044 Timber Creek  
Houston, TX 77017  
Printed Name: Wayne Berkenmeier  
Authorized Signature:   
Date: May 19, 2015

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.  
McDonal Municipal and Industrial  
A Division of C. F. McDonald Electric, Inc.

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

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

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

None

\_\_\_\_\_  
Name of Officer

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

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

Yes

No

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

Yes

No

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

Yes

No

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

4

  
\_\_\_\_\_  
Signature of person doing business with the governmental entity  
Wayne Berkenmeier

05/19/15

\_\_\_\_\_  
Date

**CITY OF LA PORTE  
CERTIFICATION OF RESPONDENT**

City of La Porte Ordinance #98-2217 prohibits any expenditure for goods or services by the City of La Porte from any person, firm, or corporation owing any delinquent indebtedness to the City. The undersigned respondent further certifies that it is in compliance with the requirements of said ordinance. A copy of the ordinance may be obtained by contacting the City of La Porte Purchasing Division at 281-470-5126.

If undersigned bidder is not in compliance with Ordinance 98-2217, it hereby assigns to the City of La Porte, the amount of its delinquent indebtedness to the City of La Porte, to be deducted by the City of La Porte from the amounts due the undersigned.

Failure to remit this certification with the response or non-compliance with said ordinance shall be just cause for rejection or disqualification of submitted proposal.

The undersigned hereby certifies that it is in compliance with Ordinance 98-2217.

Or

The undersigned assigns to the City of La Porte, the amount of its delinquent indebtedness, to be deducted by the City of La Porte from the amounts due the undersigned.

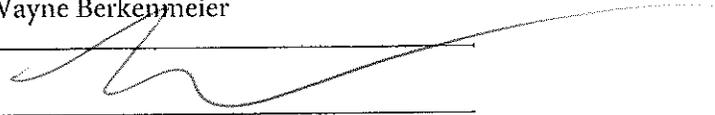
*(Initial one of the above)*

**Business Name:** McDonald Municipal and Industrial  
A Division of C. F. McDonald Electric, Inc.

**Address:** 5044 Timber Creek

Houston, TX 77017

**Printed Name:** Wayne Berkenmeier

**Authorized Signature:** 

**Date:** May 19, 2015

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**CITY OF LA PORTE**  
**PROTECTION OF RESIDENT WORKERS COMPLIANCE**

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

The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

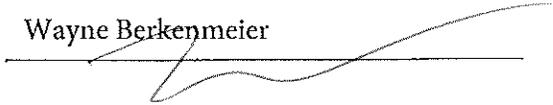
The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

**Business Name:** McDonald Municipal and Industrial  
A Division of C. F. McDonald Electric, Inc.

**Address:** 5044 Timber Creek

Houston, TX 77017

**Printed Name:** Wayne Berkenmeier

**Authorized Signature:** 

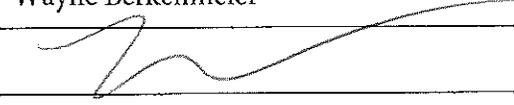
**Date:** May 19, 2015

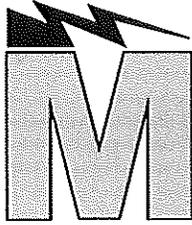
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**CITY OF LA PORTE**  
**INDEMNITY HOLD HARMLESS AGREEMENT**

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

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

**Business Name:** McDonald Municipal and Industrial  
A Division of C. F. McDonald Electric, Inc.  
**Address:** 5044 Timber Creek  
Houston, TX 77017  
**Printed Name:** Wayne Berkenmeier  
**Authorized Signature:**   
**Date:** May 19, 2015



McDONALD  
ELECTRIC

CONTRACTORS • ENGINEERS

5044 TIMBER CREEK  
HOUSTON, TX 77017  
(713) 921-1368 PH.  
(713) 928-2569 FAX

May 14, 2015

To Whom It May Concern:

RE: References for Lift Station Projects & Generator Installations

Thank you for considering us for award of your upcoming project. Please let this letter serve as an introduction to McDonald Municipal and Industrial – A Division of C. F. McDonald Electric, Inc. We are an electrical and general contractor located in Houston, Texas and have been in business for over 50 years. We currently have approximately 150 electricians, 12 estimator/project managers, and a professional engineer on staff.

We have built more than 20 Lift Stations from ground up and also we have done several rehabilitations and lift station improvements in the Harris County, Fort Bend County, Montgomery County and also in the Houston area in the past years.

We have furnished and installed approximately 200 generators ranging in size from 20KW to 2000KW on many different projects.

MacDonald has acted as the general contractor on all of the projects listed below and we completed 100% of the work in most of them. The most recent projects (within the last 3 years) include but are not limited to the following. Please feel free to call anyone listed below for a reference.

**Recently completed or nearly completed Lift Station Projects:**

**Project - Description – Owner's rep. - telephone number – contact person**

- West Harris County MUD 9 - Rehabilitation of Dude Road Lift Station - Paul Anderson, PE. Tel. (713)-784-4500 ext. 2226
- Kings Manor Lift Station No. 1 & 2 Rehabilitation- Jones & Carter Engineers- Kenneth Eickelberg, PE –(281)-363-4039
- City of Jamaica Beach Construction of Lift Station and Sewage Treatment Plant- (8) Lift Stations Improvements- John Mercer, PE- (409)-741-8500
- Shadow Lakes Lift Station – Kirk Williamson- 713-784-4500
- Texas GLO – City Of Hitchcock Lift Stations 9, 12, 14 and 15 – (4) Sanitary Lift Stations, Water Line, Force Main and Sanitary Sewer Influent Line Installations - Llarance Turner, PE – (281) 341-0808
- Intercontinental Crossing - Construction of Lift Station 1- Jones & Carter Engineers -Greg Baird, PE- Tel: 713-777-5337

- City of League City- Veranda Townhomes Lift Station- Dannenbaum Engineering- Jason W. Schultz, P.E- 713-520-9570  
(More references will be provided upon request)

**Recently completed or nearly completed Emergency Generators Projects:  
Project - Description – Owner’s rep. - telephone number – contact person**

HC Annex 18 – (1) 2000KW – Jacobs Engineering – 281-776-2546 – Gary Andrews  
 WCID#114 – (1) 450KW bifuel – AEI Engineering -281-350-7027- Ross Crawford  
 FWSD#6 – (2) generators – LJA Engineering – 713-450-1300 –Ronnie McKinney  
 UT Medical – (1) 725KW – Shah Smith – 713-780-7563 – Doug Belisle, P.E.  
 San Jacinto College – 300KW – ACR Engineering – 512-440-8333 – R. Truncoso  
 Magnolia ISD – (2) generators – JSE Engineers – 281-945-4545 – George Stanton  
 HC MUD 189 – (1) 500KW - VanDeWeilie Eng. – 7-782-0042 – Eric Windsor  
 Palmer MUD – (1) 500KW – LJA Engineering - 7-953-5061- Greg Hann  
 Northwest Park MUD – (1) 185KW - EHR & Assoc. – 713-784-4500 – Kirk Williamson  
 Shasla PUD – (1) 50KW – Brown & Gay – 281-558-8700 – Melissa Fitzgerald  
 CCISD Technology – (1) 400KW – PBK Engineers – 713-965-0608 – Brian Hood  
 Butler Lift Station – (1) 150KW – City of League City – 281-554-1320 – Jody Hooks  
 Fort Bend County– (3) generators – Fort Bend County – 281-682-8361 – George Beran  
 University of Houston – (1) 800KW – U of H- 281-283-2250 – Pam Groves  
 Fort Bend MUD 124 – (1) 800KW – Brown & Gay – 281-558-8700 – Lindsey Pierce  
 WCID #3: (1) 150KW – PBK Architects – 713-9650608 – Jason Hull  
 MUD 151: (4) generators – Turner Collie & Braden – 713-780-4100 – Bruce Baumel  
 WH MUD 10: 500KW – EHR & Assoc. – 713-784-4500 – Jim Russ  
 TDCJ Byrd Unit: (1) 300KW – State of Texas – 936-437-7352 – TJ Wallace

(More references will be provided upon request)

Thanks for the opportunity to provide this information about our company. If you have any questions or need any additional information do not hesitate to call. We look forward to hearing from you soon.

Sincerely,

*Wayne Berkenmeier*

Wayne Berkenmeier  
 Vice President Special Projects  
 McDonald Municipal & Industrial (MM&I)  
 Tel 713-921-1368  
 Fax 713-928-2569 Cell 713-202-4887  
[wayneb@mcdonaldinc.com](mailto:wayneb@mcdonaldinc.com)

**BID BOND**

STATE OF TEXAS     §  
                              §  
COUNTY OF HARRIS §

SURETY'S NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_  
McDonald Municipal & Industrial, a Division of C.F. McDonald  
Electric, Inc.

(hereinafter called the Principal), as Principal and \_\_\_\_\_  
Merchants Bonding Company (Mutual)

(hereinafter called the Surety), as Surety, are bound unto the City of La Porte, Texas, a home rule municipal corporation of Harris County, Texas (hereinafter called Obligee) in the amount of Five Percent Greatest Amount Bid Dollars (\$ 5% GAB ), for the payment whereof said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written Contract with Obligee for BID 15014-Replace Water Wells 1 & 2 Controls Rebid

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before this Bid Bond is returned or before official rejection of such Bid; or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, and other required contract documents, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 7th  
day of May, 2015.

McDonald Municipal & Industrial Merchants Bonding Company (Mutual)  
a Division of C.F. McDonald Electric, Inc.

Principal/Contractor

Surety

By:

Wayne Berkenmeier  
Vice President Special Projects

By:

SuEllen Landriault  
SuEllen Landriault  
Attorney-in-Fact

Address: 5044 Timber Creek  
Houston, Texas 77017

Address: 11111 Katy Freeway, Ste. 400  
Houston, Texas 77079

NOTE: Attach Power of Attorney

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

**Brian A Schmulen; Gary F Banks; Henry D Childers; James B Kottwitz; Kenneth R  
Kapelka; Michael W Turner; SuEllen Landriault; William L Kottwitz Jr**

of Houston and State of Texas their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TWELVE MILLION (\$12,000,000.00) DOLLARS**

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



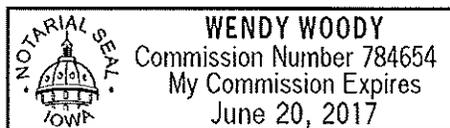
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Wendy Woody*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of May, 2015.



*William Warner Jr.*  
Secretary

Staff Recommended Items for Bid Award Highlighted in Yellow

City of La Porte  
Bid - 15014 Replace Water Wells 1 & 2 Controls

BID TABULATION SHEET

**BIDS RECEIVED**

Low Bid: McDonald Municipal and Industrial      Project No: Bid #15014 (SEI #4324-CLP)      Bid Date: Wednesday, May 20, 2015  
2nd Low Bid: W.W. Payton Corporation

Bid Item No.	Description	Qty	Unit	McDonald Municipal and Industrial		W.W. Payton Corporation		Resco Electric, LTD.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>Base Bid Item</b>									
1	<b>Electrical Demolition</b> Demolition and disposal of existing electrical equipment, conduits, conductors, and customer service pole as shown on plans and as described in specifications for a lump sum of:	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00
2	<b>Electrical System Installation</b> Provide and install equipment rack, enclosed circuit breaker, well SSRV starters, mini-power zone, concrete pads, conduits, conductors, electrical grade pull box at well no. 2 site, re-establishing vegetation, repaving of disturbed areas, and all required appurtenances as shown on plans and as described in specifications for a complete operating system for a lump sum of:	1	LS	\$129,469.00	\$129,469.00	\$152,000.00	\$152,000.00	\$205,000.00	\$205,000.00
<b>TOTAL AMOUNT - BASE BID</b>					\$132,469.00		\$155,000.00		\$217,000.00
<b>Alternate Bid Item</b>									
3	<b>Fused Disconnect Switch</b> Provide and install NEMA 3R 600A fused disconnect switch in lieu of enclosed circuit breaker for main service disconnect with a cost difference from base bid item number two (2) of:	1	LS	(500.00)	(500.00)	(500.00)	(500.00)	(6,000.00)	(6,000.00)
4	<b>Removal of Well No. 2 SSRV</b> Removal of Well No. 2 SSRV and conductors from contract documents (conduit will remain in contract for future use) with a cost difference from the base bid item number two (2) of:	1	LS	(16,500.00)	(16,500.00)	(12,000.00)	(12,000.00)	(18,000.00)	(18,000.00)
<b>TOTAL AMOUNT - ALLOWANCE BID</b>					(17,000.00)		(12,500.00)		(24,000.00)
<b>Supplemental Bid Item</b>									
5	<b>New Conductors to Control Building</b> Remove existing conductors and install (16) - #12 + GND in existing conduit from well no. 1 site to existing water plant control building (approx. 420 feet) as shown on plans and as described in specifications for a lump sum of:	1	LS	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00
6	<b>New Ductbank to Control Building</b> Provide and install electrical grade pull box at water plant, conduits ASP200 and ASP201 from well no. 2 site to existing water plant control building, conductors, and all required appurtenances as shown on plans and as described in specifications. Complete restoration including re-grading, re-establishing vegetation, and repaving of disturbed areas, all for a lump sum of:	1	LS	\$14,000.00	\$14,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00
7	<b>Replace Fence at Well No. 1 Site</b> Provide and install new 8 FT. tall chain link fence with privacy slats and double 4.5 FT. wide gates to encompass all equipment (approx. linear feet: 75 FT.), complete and in place for a lump sum of:	1	LS	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00
8	<b>Replace Fence at Well No. 2 Site</b> Provide and install new 8 FT. tall chain link fence with privacy slats and double 4.5 FT. wide gates to encompass all equipment (approx. linear feet: 95 FT.), complete and in place for a lump sum of:	1	LS	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$12,000.00	\$12,000.00
9	<b>Area Lighting</b> Provide and install area light at each well site and conductors, complete and in place for a lump sum of:	1	LS	\$9,000.00	\$9,000.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00
<b>TOTAL AMOUNT - SUPPLEMENTAL BID ITEMS</b>					\$37,000.00		\$47,000.00		\$81,000.00
<b>GRAND TOTAL AMOUNT - (BASE BID + ALTERNATE BID ITEMS)</b>					\$115,469.00		\$142,500.00		\$193,000.00
<b>GRAND TOTAL AMOUNT - (BASE BID + ALTERNATE BID ITEMS + SUPPLEMENTAL BID ITEMS)</b>					\$152,469.00		\$189,500.00		\$274,000.00

Bid 15014 – Including Bid Items 3, 4, 5  
(Staff Recommends Excluding Items 3, 4, 5)

## Notifications Report

Agency City of La Porte (TX)  
 Bid Number 15014  
 Bid Title REPLACE WATER WELLS 1 & 2 CONTROLS REBID

Vendor Name	State	Invitation	Date	Reason
ANA-LAB CORPORATION		Classification	2015-05-04 12:32:00	Bid Notification
Austin Pump & Supply Company		Invited	2015-05-04 12:31:57	Bid Notification
Baukus Electric		Invited	2015-05-04 12:31:57	Bid Notification
Blue Moon Lighting, Electrical & Controls		Invited	2015-05-04 12:31:57	Bid Notification
Crescent Engineering Co Inc		Invited	2015-05-18 08:33:45	Bid Notification
Electrical Automation Controls		Invited	2015-05-04 12:31:57	Bid Notification
Envirobidnet an Entram Corp		Classification	2015-05-04 12:32:00	Bid Notification
F&L Coatings and Concrete, LLC		Invited	2015-05-04 12:31:57	Bid Notification
Hydro Resources		Classification	2015-05-05 07:59:48	Bid Notification
McDonald electric		Invited	2015-05-04 12:31:57	Bid Notification
Payton's Blend LLC		Invited	2015-05-18 08:33:45	Bid Notification
Pumps, Motors & Controls, Inc.		Invited	2015-05-04 12:31:57	Bid Notification
Texas Industrial Control Manufacturing		Invited	2015-05-04 12:31:57	Bid Notification
Vistratic		Classification	2015-05-04 12:32:00	Bid Notification
W.W. Payton Corportion		Invited	2015-05-18 08:33:45	Bid Notification

## Access Report

Agency City of La Porte (TX)  
 Bid Number 15014  
 Bid Title REPLACE WATER WELLS 1 & 2 CONTROLS REBID

Vendor Name	Accessed First Time	Most Recent Access	Documents
Texas Industrial Control Manuf	2015-05-04 01:41 PM CDT	2015-05-18 09:00 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
BidClerk	2015-05-04 11:28 PM CDT	2015-05-15 01:46 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
McDonald electric	2015-05-07 10:06 AM CDT	2015-05-07 10:06 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
RESCO Electric, Ltd.	2015-05-18 09:22 AM CDT	2015-05-19 08:59 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
Pumps, Motors & Controls, Inc.	2015-05-05 08:08 AM CDT	2015-05-05 08:09 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
Blue Moon Lighting, Electrical &	2015-05-05 08:52 AM CDT	2015-05-05 08:53 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
Perkens WS Corporation	2015-05-07 01:18 AM CDT	2015-05-07 01:18 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
CDC News	2015-05-07 11:20 AM CDT	2015-05-15 01:30 PM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
Electrical Automation Controls	2015-05-18 10:12 AM CDT	2015-05-18 01:11 PM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf

F&L Coatings and Concrete, LL	2015-05-05 02:55 PM CDT	2015-05-12 12:34 PM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
Hearn Company	2015-05-05 11:34 AM CDT	2015-05-19 09:49 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
The Blue Book Building & Cons	2015-05-04 11:39 PM CDT	2015-05-12 02:09 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
McDonald Electric	2015-05-05 02:36 PM CDT	2015-05-12 10:47 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
Hydro Resources	2015-05-05 08:55 AM CDT	2015-05-05 08:56 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
Bidtool	2015-05-05 08:49 AM CDT	2015-05-05 08:50 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
North America Procurement Co	2015-05-05 12:10 AM CDT	2015-05-05 12:10 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
Construction Software Technok	2015-05-15 11:55 AM CDT	2015-05-15 12:11 PM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
Waukesha-Pearce Industries	2015-05-07 10:21 AM CDT	2015-05-18 01:45 PM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf
W.W. Payton Corportion	2015-05-18 09:43 AM CDT	2015-05-19 10:42 AM CDT	Bid 15014 Replace Water Wells 1 & 2 Controls Rebid.pdf

# December 2014 Bid – Rejected by Staff

**City of La Porte**  
**Bid - 15001 Replace Water Wells 1 & 2 Controls**  
**BID TABULATION SHEET**

Low Bid: McDonald Electric  
 2nd Low Bid: W.W. Payton

Project No: Bid #15001 (SEI #4324-CLP)

Bid Date: Monday, December 15, 2014

Bid Item No.	Description	Qty	Unit	McDonald Electric		W.W. Payton		Electrical Automation Controls	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>Base Bid Item</b>									
1	<b>Site Restoration</b> Complete site restoration at both well sites including re-grading, block sodding and new chain link fence with privacy slats for a lump sum of:	1	LS	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$18,400.00	\$18,400.00
2	<b>MCC Concrete Pad</b> Construct MCC concrete pad with reinforcing steel, vapor barrier, select backfill and grading as shown on plans and as described in specifications for a lump sum of:	1	LS	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$26,800.00	\$26,800.00
3	<b>Electrical Demolition</b> Demolition and disposal of existing electrical equipment, conduits, conductors, and customer service pole as shown on plans and as described in specifications for a lump sum of:	1	LS	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$8,200.00	\$8,200.00
4	<b>Electrical System Installation</b> Provide and install motor control center, area lighting, conduits, conductors, service pole, electrical grade pull box at well no. 2 site, Multilins, solid-state controller, and all required appurtenances as shown on plans and as described in specifications for a complete operating system for a lump sum of:	1	LS	\$299,969.00	\$299,969.00	\$313,500.00	\$313,500.00	\$369,980.00	\$369,980.00
<b>TOTAL AMOUNT - BASE BID</b>					<b>\$339,969.00</b>		<b>\$348,500.00</b>		<b>\$423,380.00</b>
<b>Allowance Bid Item</b>									
5	<b>Multilin Programming</b> Include an "allowance" for Multilin programming for both wells per Section 16662 – "Motor Management Relay" for a lump sum of:	1	LS	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
6	<b>Controller Programming &amp; Commissioning</b> Include an "allowance" for controller programming and commissioning as shown on plans and described in Section 16904 – "Controller" all for a lump sum of:	1	LS	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
7	<b>Electrical Service</b> Include an "allowance" for electric service by the local Electric Service Provider. Exact amount will be reimbursed to Contractor upon submittal of invoice from Electric Service Provider for a lump sum of	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>TOTAL AMOUNT - ALLOWANCE BID</b>					<b>\$26,500.00</b>		<b>\$26,500.00</b>		<b>\$26,500.00</b>
<b>Supplemental Bid Item</b>									
8*	<b>New Conductors to Control Building</b> Remove existing conductors and install (16) – #12 + GND in existing conduit from well no. 1 site to existing water plant control building (approx. 420 feet) as shown on plans and as described in specifications for a lump sum of:	1	LS	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$12,120.00	\$12,120.00
9*	<b>New Ductbank to Control Building</b> Provide and install electrical grade pull box at water plant, conduits ASP201 and ASP202 from well no. 2 site to existing water plant control building, conductors, and all required appurtenances as shown on plans and as described in specifications. Complete restoration including re-grading, re-establishing vegetation, and repaving of disturbed areas, all for a lump sum of:	1	LS	\$13,000.00	\$13,000.00	\$25,000.00	\$25,000.00	\$48,220.00	\$48,220.00
<b>GRAND TOTAL AMOUNT - (BASE BID + ALLOWANCE BID)</b>					<b>\$366,469.00</b>		<b>\$375,000.00</b>		<b>\$449,880.00</b>
<b>GRAND TOTAL AMOUNT WITH SUPPLEMENTAL ITEM No. 8</b>					<b>\$368,469.00</b>		<b>\$380,000.00</b>		<b>\$462,000.00</b>
<b>GRAND TOTAL AMOUNT WITH SUPPLEMENTAL ITEM No. 9</b>					<b>\$379,469.00</b>		<b>\$400,000.00</b>		<b>\$498,100.00</b>

\*Items 8 and 9 are mutually exclusive.

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 22, 2015 Appropriation  
Requested By: Rosalyn Epting Source of Funds: N/A  
Department: Parks & Recreation Account Number:  
Report:  Resolution:  Ordinance:  Amount Budgeted:  
Other:  Amount Requested:  
Budgeted Item:  YES  NO

**Attachments :**

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### SUMMARY & RECOMMENDATIONS

At the March 23, 2015 Council Meeting, staff was directed to develop rules for open riding time at the Lomax Rodeo Arena. Specifically, staff was asked to address private instruction at the facility during open riding, as well as individuals that monopolize multiple hours of time with a group.

Staff determined that the best way to regulate usage of the arena is with the following rules:

- Open riding is available during operational hours when no rentals are occurring.
- No paid private instruction during open riding.
- Rough stock, roping, barrel racing, or any other activities that would exclude other participants from safely using the arena, are not allowed during open riding.
- During open riding, all riders are welcome in the arena, no exclusions.
- Those wanting individual time in the arena (for barrel racing, roping, etc.) will need to rent it by calling 281-470-7275.
- Rentals will be posted on the bulletin board by the concession stand on a weekly basis.
- If a conflict occurs, please contact the Parks & Recreation Department at 281-470-7275, Monday-Friday, 8am-5pm.
- If a conflict occurs outside of the Parks & Recreation Department hours listed above, please call the non-emergency Police Department at 281-471-2141.

Currently the arena is available for full day rentals (Monday –Thursday \$150/day, Friday-Sunday \$200/day). With the rules above, individuals would have the opportunity to rent the facility on an hourly basis for any usage that is not allowed during open riding or if a user wanted guaranteed individual time in the arena. The rentals would be very similar to other facility rentals within the department, however there will be some differences due to the nature of the facility. The rental specifics are as follows:

- Rental fees would be \$25 per hour. Rentals would be available from 8am-11pm.
- Renters would only be allowed to book two weeks of rentals at a time. (For example: If someone has rentals this week and next, they cannot rent any dates the week after until this week's rentals are completed).
- Certificates of insurance are required for all rentals involving animals.
- No ground preparations will be completed for hourly rentals.
- No caretaker will be provided for hourly rentals.
- The rental schedule will be posted on Thursday of each week.

Staff would like to implement these changes at the Lomax Rodeo Arena starting October 1, 2015. This will give staff enough time to post the changes and add the rental rate to the City's fee schedule.

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**Action Required of Council:**

Provide input to staff on open riding rules and rentals at Lomax Rodeo Arena.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

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**Date**



## Council Agenda Item June 22, 2015

### 7. ADMINISTRATIVE REPORTS

- Drainage and Flooding Committee Meeting, Monday, June 29, 2015
- City Council Meeting, Monday, July 13, 2015
- City Council Meeting, Monday, July 27, 2015

### 8. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies – Councilmembers Zemanek, Leonard, Engelken, Earp, Clausen, Martin, Moser Kaminski and Mayor Rigby

### 9. EXECUTIVE SESSION

The City reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, in accordance with the authority contained in:

**Texas Government Code, Section 551.074** – Personnel Matter: Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: City Manager Corby Alexander.

**Texas Government Code, Section 551.087(1)** – Deliberation regarding economic development negotiations: Meet with City Manager and City Attorney to discuss proposal for development of residential dwellings in City.

### 10. RECONVENE into regular session and consider action, if any, on items(s) discussed in executive session.

### 11. ADJOURN

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