

**LOUIS R. RIGBY**  
Mayor  
**JOHN ZEMANEK**  
Councilmember At Large A  
**DOTTIE KAMINSKI**  
Councilmember At Large B  
**DANNY EARP**  
Councilmember District 1



**CHUCK ENGELKEN**  
Councilmember District 2  
**DARYL LEONARD**  
Councilmember District 3  
**KRISTIN MARTIN**  
Mayor Pro-Tem  
Councilmember District 4  
**JAY MARTIN**  
Councilmember District 5  
**NANCY OJEDA**  
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 26, 2017, 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 Bishop Michael Thannisch, Synod of St. Timothy.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Nancy Ojeda.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
  - (a) Recognition - 125th Anniversary Celebration Parade Winners - Mayor Rigby
  - (b) Recognition - City of La Porte Police Department recipient of Mothers Against Drunk Driving Outstanding Law Enforcement Agency Award; and Judge Denise Mitrano, recipient of the Judiciary Service Award - Mayor Rigby
- 5. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 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 minutes of the Council meeting held on June 12, 2017 - P. Fogarty
  - (b) Consider approval or other action awarding Bid # 17020 for FY2017 Asphalt Overlay Project - D. Pennell
  - (c) Consider approval or other action awarding Bid #17003 for Park Drive Sidewalk Improvements - D. Pennell
  - (d) Consider approval or other action regarding an expenditure of the La Porte Development Corporation in connection with project for the acquisition of property located at 1218 S. Broadway in an amount not to exceed \$57, 372.00 - T. Leach
- 7. AUTHORIZATIONS**
  - (a) Consider approval or other action regarding an Ordinance amending “Appendix A, Fees“ of the Code of Ordinances of the City of La Porte, Texas, pertaining to EMS charges for services rendered in areas outside of corporate limits of La Porte, by increasing “Non-Member Fees (Per Event)“ by \$1,500.00, to \$3,000.00 - R. Nolen

**8. DISCUSSION AND POSSIBLE ACTION**

- (a) Discussion and possible action regarding proposed street and alley closure of a portion of S. Holmes right-of-way between Blocks 27 and 28 - C. Alexander
- (b) Discussion and possible action regarding Comprehensive Compensation Study performed by HR Compensation Consultants - M. Hartleib
- (c) Discussion and possible action regarding La Porte Town Center Project - T. Leach

**9. ADMINISTRATIVE REPORTS**

- July 4, 2017, Tuesday, Holiday
- City Council Meeting, Monday, July 10, 2017
- La Porte Development Corporation Board Meeting, Monday, July 17, 2017
- Planning and Zoning Commission Meeting, Thursday, July 20, 2017
- City Council Meeting, Monday, July 24, 2017
- Zoning Board of Adjustment Meeting, Thursday, July 27, 2017

**10. 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 Ojeda, J. Martin, K. Martin, Kaminski, Zemanek, Leonard, Engelken, Earp and Mayor Rigby

**11. 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 551.072** - Deliberation regarding Real Property: Meet with City Manager and City Attorney to discuss possible sale of city owned real property for residential development purposes.

**Texas Government Code, Section 551.071(1)(A)** - Pending or Contemplated Litigation: Meet with City Attorney and City Manager to discuss Adapted Logistics, LLC, et al. vs. City of La Porte, Texas.

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

**13. 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 26, 2017 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on June 20, 2017.

Patrice Sogarty



**Council Agenda Item  
June 26, 2017**

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  - (b) Recognition - City of La Porte Police Department recipient of Mothers Against Drunk Driving Outstanding Law Enforcement Agency Award; and Judge Denise Mitrano, recipient of the Judiciary Service Award - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

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**Presentation to be  
made at the meeting.**

On April 27, 2017 the La Porte Police Department was honored as the recipient of the Mothers Against Drunk Driving, (MADD) Agency of the Year Award. This award is issued to a law enforcement agency that is making a difference by going above and beyond in the area(s) of education, prevention, policy or enforcement and whose efforts are making an impact in reducing alcohol-related death and injury on Texas' roads.

Additionally, Judge Mitrano received the Judiciary Service Award, which is given to a judge that has shown dedication to working in the areas of DWI/DUI education, prevention, or innovation to reduce drunk and impaired driving. This might include or consist of new or significant approaches to reducing impaired driving; or, going above and beyond "normal" bounds of duty on cases involving DWI/DUI issues.

This evening, representatives from MADD have joined us and would like to again acknowledge the La Porte Police Department and La Porte Municipal Court for their relentless efforts to combat DWI and DUI issues.



**Council Agenda Item  
June 26, 2017**

- 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 minutes of the Council meeting held on June 12, 2017 - P. Fogarty
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  - (c)** Consider approval or other action awarding Bid #17003 for Park Drive Sidewalk Improvements - D. Pennell
  - (d)** Consider approval or other action regarding an expenditure of the La Porte Development Corporation in connection with project for the acquisition of property located at 1218 S. Broadway in an amount not to exceed \$57, 372.00 - T. Leach

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**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF LA PORTE  
JUNE 12, 2017**

The City Council of the City of La Porte met in a regular meeting on **Monday, June 12, 2017**, 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 Engelken, J. Martin, K. Martin, Earp, Ojeda, Zemanek, Leonard, and Kaminski. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Rev. Brian Christen, La Porte Community Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Danny Earp.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Cindy Poole, 3205 Hillsdale, addressed Council in regards to drainage issues in the Spenwick neighborhood.

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 Council Meeting held on May 22, 2017 – P. Fogarty
  - (b) Consider approval or other action authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with E. I. Dupont De Nemours and Company for property located at 850 and 860 Sens Rd., within the Battleground Industrial District – S. Wolny/L. Wingate
  - (c) Consider approval or other action regarding a Resolution authorizing the resale of tax delinquent property located at Lot 142, Block 12, Spenwick Place, Sec. 2 – S. Wolny
  - (d) Consider approval or other action regarding a Resolution authorizing the Harris County Constable's office to hold a second public sale of property located at Lots 9 & 10, Block 90, Town of La Porte – S. Wolny
  - (e) Consider approval or other action regarding an Ordinance vacating, abandoning, and closing the portion of the north/south alley in Block 122, Town of La Porte – I. Clowes

- (f) Consider approval or other action regarding an Ordinance vacating, abandoning, and closing the portion of the 11<sup>th</sup> Street right-of-way located between Blocks 121 & 122, Town of La Porte – I. Clowes
- (g) Consider approval or other action regarding a Memorandum of Agreement with Bayside Terrace Civic Club for a community cooperation project providing for camera installation at the entryway to the Bayside Terrace neighborhood for a total City contribution of \$4,224.78 – T. Leach
- (h) Consider approval or other action authorizing the City Manager to execute a professional services contract for the design, bidding, and construction phase services for the replacement of existing waterline and pavement on Somerton and Venture Drives and additional parking at Pecan Park – D. Pennell **(This item was postponed from the May 22, 2017, Council meeting to the June 12, 2017 Council meeting.)**
- (i) Consider approval or other action awarding Bid # 17017 for Bay Forest Golf Course Fence Project – D. Pennell
- (j) Consider approval or other action regarding an Interlocal Agreement between the City of La Porte and La Porte Independent School District for provision of six (6) patrol officers at School District facilities, commencing August 20, 2017 and ending the last day of the school year in 2020 – K. Adcox

Councilmember J. Martin made a motion to approve Consent Agenda Items pursuant to staff recommendations. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3677: AN ORDINANCE VACATING, ABANDONING AND CLOSING THE PORTION OF THE NORTH/SOUTH ALLEY IN BLOCK 122, TOWN OF LA PORTE 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 2017-3678: AN ORDINANCE VACATING, ABANDONING AND CLOSING THE PORTION OF THE 11<sup>TH</sup> STREET RIGHT-OF-WAY LOCATED BETWEEN BLOCKS 121 AND 122 TOWN OF LA PORTE 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.**

**6. AUTHORIZATION**

- (a) Consider approval or other action authorizing Waste Corporation of America to subcontract commercial solid waste pickup services to LT's Garbage Service, under terms of existing contract between City of La Porte and Waste Corporation of America – D. Pennell

Public Works Director Don Pennell presented a summary.

Councilmember Earp made a motion to deny the request to subcontract commercial solid waste pickup services to LT's Garbage Service. Councilmember Zemanek seconded the motion. **MOTION PASSED 5/4.**

Ayes:	Councilmembers Earp, Engelken, Zemanek, Kaminski and K. Martin
Nays:	Mayor Rigby, Councilmembers Leonard, Ojeda and J. Martin
Absent:	None

**7. DISCUSSION AND POSSIBLE ACTION**

- (a) Discussion and possible action regarding ONE Solution program transition under contract with SunGard Public Sector, Inc.

Senior Systems Administrator Ruston Royall presented a summary and update on the successes of the ONE Solution software conversion and the transition under contract with SunGard Public Sector, Inc.

**8. REPORTS**

- (a) Receive report of the June 12, 2017 Fiscal Affairs Committee Meeting – Councilmember Engelken

Councilmember Engelken provided a report of the Fiscal Affairs Committee meeting held prior to the City Council meeting.

- (b) Receive report of the June 12, 2017 La Porte Development Corporation Board Meeting – Councilmember Engelken

Councilmember Engelken provided a report of the La Porte Development Corporation Board meeting held prior to the City Council meeting.

Councilmember Zemanek went back to the discussion of ONE Solution and reminded Council that a motion had been made at a past council meeting to cancel the contract within 90 days. Assistant City Attorney Clark Askins advised the go live date was within the 90-day cure period.

**9. ADMINISTRATIVE REPORTS**

City Manager Corby Alexander thanked Assistant City Manager Traci Leach for covering for him while he was in court this afternoon which made him a little late for the meeting, for which he apologized.

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

Councilmember Earp requested a future update from the city manager on the zigzag on L Street and the lawsuit.

Councilmember Ojeda informed she attended the Flicks at Five Points, and stated the event is well received; and she thanked the Parks Department,

Councilmember J. Martin asked for an update on the Town Center Project. Mr. Alexander reported David Miles will be available for an update for the Town Center Project at the June 26, 2017, Council meeting.

Councilmember K. Martin reminded everyone of the many La Porte Civic Club Juneteenth Celebrations this coming weekend.

Councilmember Leonard requested City Manager Corby Alexander to contact the citizens in the Spenwick area in regards to the drainage issues.

Mayor Rigby reported he attended the Hurricane Charlie Exercise Drill at the La Porte Emergency Operations Center, and stated it went very well. He said it is good to have these drills to prepare those who work in the EOC during a disaster.

11. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 6:27 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

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Patrice Fogarty, City Secretary

Passed and approved on June 26, 2017.

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Mayor Louis R. Rigby

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>June 26, 2017</u>	Appropriation	
Requested By:	<u>Don Pennell</u>	Source of Funds:	<u>033,032</u>
Department:	<u>Public Works</u>	Account Number:	<u>033.9892.886.1100, 032.7071.531.8029</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted:	<u>\$748,710</u>
Other: <input type="radio"/>		Amount Requested:	<u>\$716,964.50</u>
<b>Attachments :</b>		Budgeted Item:	<input checked="" type="radio"/> YES <input type="radio"/> NO
<b>1. <u>Bid Tabulation</u></b>			
<b>2. <u>Vendor Access Report</u></b>			
<b>3. <u>Map and Resurfacing Plan</u></b>			

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### SUMMARY & RECOMMENDATIONS

Advertised, sealed bid proposals for La Porte FY 2017 Street Overlay were opened and read on May 30, 2017. Bid requests were advertised in the Bay Area Observer, posted on the City of La Porte website site and Public Purchase with six (6) contractors returning bids. Streets indicated on the map were selected for overlay using past and current assessment information.

Angel Brothers Enterprises Ltd. submitted the lowest bid in the amount of \$629,645 for the Base Bid. Staff recommends that the project be awarded to Angel Brothers Enterprises Ltd. in the amount of \$629,645 with a total authorization of \$716,964.50 which includes a 10% project contingency and \$24,355 to complete the West I Street asphalt overlay, funded by the Harris County Department of Education/Headstart.

#### **Project Benefits, Liabilities, and Operating Cost:**

##### **Benefits:**

- The proposed project provides maintenance and rehabilitation of existing public facilities anticipated by the residents with the street tax renewal.

##### **Liabilities of Maintaining the Status Quo:**

- The scope and cost of the proposed work would likely increase if the proposed resurfacing work is deferred for an extended period of time.

##### **Operating Costs:**

- No new facilities will be added with this project.

**Other Considerations:**

- Staff will be incorporating the West I Street ROW Improvements to the asphalt overlay project, utilizing \$24,355, received from the Harris County Department of Education for the Headstart funding.

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**Action Required of Council:**

Consider approval or other action authorizing the City Manager to execute a contract with Angel Brothers Enterprises Ltd. for \$629,645, plus a project contingency of \$62,945 and \$24,355 for the West I Street ROW improvements for the HeadStart project.

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**Approved for City Council Agenda**

\_\_\_\_\_  
**Corby D. Alexander, City Manager**

\_\_\_\_\_  
**Date**

### Bid Tabulation to #17020 - FY 2017 Asphalt Overlay Project

Item No.	Item Description	UOM	QTY	Angel Brothers		Hayden Paving, Inc		AAA Asphalt		Forde		MC <sup>2</sup> Main Land		Durwood Greene	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price						
1	Mobilization	LS	1	28000	28000	25000	25000	5052	5052	21500	21500	31000	31000	30000	30000
2	2" HMAC, Type D Asphalt (02741)	Ton	5300	73	386900	81.02	429406	85	450500	86	455800	90	477000	120	636000
3	2" Pavement and Subgrade Milling and removal (02221)	SY	50000	1.75	87500	0.95	47500	2	100000	1.4	70000	1.5	75000	2.5	125000
4	8" Pavement and subgrade milling and removal (02221)	SY	3000	6.5	19500	13.2	39600	5	15000	8	24000	10	30000	20	60000
5	Lime stabilized subgrade (02336)	SY	1340	5.5	7370	10.45	14003	10	13400	20	26800	20	26800	30	40200
6	Lime 8% (02336)	Ton	75	165	12375	150	11250	175	13125	150	11250	1	75	100	7500
7	Traffic Control and regulation (01555)	LS	1	4500	4500	25000	25000	7500	7500	5300	5300	5000	5000	8000	8000
8	Type Asphalt Base course, compacted in 2 lifts (02711)	Ton	1000	82	82000	81.39	81390	100	100000	89	89000	95	95000	115	115000
9	contractor to deliver to PW facility at 2923 N. 23rd, LP, TX 77571	CY	1500	1	1500	12	18000	7	10500	10	15000	5	7500	10	15000
<b>TOTAL BID</b>				<b>\$629,645.00</b>		<b>\$691,149.00</b>		<b>\$715,077.00</b>		<b>\$718,650.00</b>		<b>\$747,375.00</b>		<b>\$1,036,700.00</b>	

Bid tabulation is preliminary and does not imply any type of award. Other factors may apply.

Access Report  
Agency  
Bid Number  
Bid Title

City of La Porte (TX)  
17020  
2017 Asphalt Overlay

<b>Vendor Name</b>	<b>Accessed First Time</b>	<b>Documents</b>
Hearn Company	2017-05-11 01:34 PM CDT	#17020 Asphalt Overlay Final.pdf
Hayden Paving, Inc.	2017-05-11 10:03 AM CDT	#17020 Asphalt Overlay Final.pdf
Hayden Paving Inc.	2017-05-24 01:08 PM CDT	#17020 Asphalt Overlay Final.pdf
Onvia	2017-05-11 01:01 PM CDT	#17020 Asphalt Overlay Final.pdf
Pavecon Public Works, LP	2017-05-15 08:03 AM CDT	#17020 Asphalt Overlay Final.pdf
C3 Constructors LLC	2017-05-25 08:29 PM CDT	#17020 Asphalt Overlay Final.pdf
Dodge Data & Analytics	2017-05-22 01:53 PM CDT	#17020 Asphalt Overlay Final.pdf
Southern Crushed Concrete, LLC	2017-05-17 08:55 AM CDT	#17020 Asphalt Overlay Final.pdf
ConstructConnect	2017-05-12 05:01 PM CDT	#17020 Asphalt Overlay Final.pdf
BidClerk	2017-05-12 02:52 PM CDT	#17020 Asphalt Overlay Final.pdf
RMB Management	2017-05-11 09:53 AM CDT	#17020 Asphalt Overlay Final.pdf
Sam Anderson Pvt Ltd	2017-05-15 12:06 PM CDT	#17020 Asphalt Overlay Final.pdf
ConstructConnect	2017-05-17 01:52 AM CDT	#17020 Asphalt Overlay Final.pdf
Durba Construction	2017-05-22 08:25 AM CDT	#17020 Asphalt Overlay Final.pdf
Agri-Serv	2017-05-11 11:26 PM CDT	#17020 Asphalt Overlay Final.pdf
Main Lane Industries, Ltd.	2017-05-17 01:25 PM CDT	#17020 Asphalt Overlay Final.pdf
global soft inc	2017-05-15 03:22 PM CDT	#17020 Asphalt Overlay Final.pdf
North America Procurement Council	2017-05-11 10:15 PM CDT	#17020 Asphalt Overlay Final.pdf
LJA Engineering, Inc.	2017-05-11 09:54 AM CDT	#17020 Asphalt Overlay Final.pdf
QC Laboratories, Inc.	2017-05-23 10:57 AM CDT	#17020 Asphalt Overlay Final.pdf
Vortex Industries, Inc.	2017-05-19 11:02 AM CDT	#17020 Asphalt Overlay Final.pdf
Grand Cayon Minority Contractors Association and iS	2017-05-12 05:57 PM CDT	#17020 Asphalt Overlay Final.pdf
The Blue Book Building & Construction Network	2017-05-12 06:39 AM CDT	#17020 Asphalt Overlay Final.pdf
Leland Bradlee Construction	2017-05-15 06:49 AM CDT	#17020 Asphalt Overlay Final.pdf
Angel Brothers Enterprises, Ltd.	2017-05-11 09:27 AM CDT	#17020 Asphalt Overlay Final.pdf
Lindsay Circle, LLC	2017-05-12 05:48 AM CDT	#17020 Asphalt Overlay Final.pdf
SO	2017-05-11 12:08 PM CDT	#17020 Asphalt Overlay Final.pdf
Padron Construction LLC	2017-05-12 12:43 PM CDT	#17020 Asphalt Overlay Final.pdf
IMS	2017-05-12 09:58 AM CDT	#17020 Asphalt Overlay Final.pdf
aztec remodeling & landscaping company	2017-05-11 11:08 AM CDT	#17020 Asphalt Overlay Final.pdf
Dale Dobbins	2017-05-11 02:45 PM CDT	#17020 Asphalt Overlay Final.pdf
Century Asphalt, Ltd.	2017-05-11 03:57 PM CDT	#17020 Asphalt Overlay Final.pdf

Durwood Greene Construction Co.	2017-05-11 10:16 AM CDT	#17020 Asphalt Overlay Final.pdf
TACOT Inc. dba SealMaster Houston	2017-05-11 09:37 AM CDT	#17020 Asphalt Overlay Final.pdf
Forde Construction Company	2017-05-15 11:55 AM CDT	#17020 Asphalt Overlay Final.pdf
AAA Asphalt Paving Inc	2017-05-11 09:34 AM CDT	#17020 Asphalt Overlay Final.pdf
Reliance Construction	2017-05-11 02:33 PM CDT	#17020 Asphalt Overlay Final.pdf
Advanced Starlight International	2017-05-13 02:23 AM CDT	#17020 Asphalt Overlay Final.pdf
CMD Group	2017-05-12 05:07 PM CDT	#17020 Asphalt Overlay Final.pdf





Texas Department of Licenses and Regulation will inspect all newly constructed sidewalk on Park Dr. from S. Lobit to San Jacinto and all 23 ADA ramps for compliance tolerance. This service has a total amount of \$650.00

**Benefits:**

Sidewalk networks are an integral part of the multi-modal system within a City to get people from point A to point B in a safe and walk friendly manner. Park Dr. from S. Blackwell to Fairmount Parkway which serves as a direct route for pedestrians walking to and from the La Porte High School and the Sea Breeze Park.

**Operating Cost:**

Future Maintenance costs.

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**Action Required of Council:**

Consider approval or other action to award Bid #17003 to G.W. Phillips for the Park Dr. Sidewalk Improvements, and authorize the City Manager to enter into a construction contract in the amount of \$369,376.00; additional professional services contracts with RPS Klotz and Tolunay-Wong Engineers, and Texas Department of Licenses and regulation for a total amount of \$11,415.00; and a construction contingency of 10%, equal to \$36,937 for a total project budget of \$417,728.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

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**Date**

**BID TABULATION**  
**PARK DRIVE SIDEWALK IMPROVEMENTS**  
**CITY OF LA PORTE**  
**RPS KLOTZ ASSOCIATES PROJECT NO. 0127.018.000**  
**MAY 3, 2017**

Item No.	Description	Est. Quantity	Units	Engineer's Estimate		GW Phillips Concrete Construction, Inc.		2K Contracting, Inc.		AAA Asphalt & Paving		Teamwork Construction Services, Inc.		P2MG, LLC		Brooks Concrete, Inc.	
				Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total
<b>BASE BID</b>																	
1	General Requirements (limit to 5% of total)	1	LS	\$16,000.00	\$16,000.00	\$15,960.00	\$15,960.00	\$13,750.00	\$13,750.00	\$12,500.00	\$12,500.00	\$25,000.00	\$25,000.00	\$34,157.54	\$34,157.54	\$17,500.00	\$17,500.00
2	Project Sign	1	LS	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$825.00	\$825.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,808.75	\$2,808.75	-	\$-
3	Preparation of Right of Way	1	LS	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$4,600.00	\$4,600.00	\$2,500.00	\$2,500.00	\$12,000.00	\$12,000.00	\$25,331.33	\$25,331.33	\$8,000.00	\$8,000.00
4	Remove Existing Concrete Sidewalk and Curb	162	SF	\$8.00	\$1,296.00	\$3.00	\$486.00	\$3.60	\$583.20	\$15.00	\$2,430.00	\$10.00	\$1,620.00	\$14.24	\$2,311.49	\$100.00	\$1,800.00
5	Concrete Sidewalk (6' Wide)	24000	SF	\$5.56	\$133,440.00	\$6.00	\$144,000.00	\$9.20	\$220,800.00	\$9.00	\$216,000.00	\$9.50	\$228,000.00	\$9.56	\$229,194.00	\$124.25	\$335,340.00
6	Concrete Slotted Curb	2980	LF	\$8.00	\$23,840.00	\$4.50	\$13,410.00	\$3.45	\$10,281.00	\$7.00	\$20,860.00	\$19.00	\$56,620.00	\$41.50	\$123,676.23	\$8.00	\$23,840.00
7	Curb Ramp (Type 7)	26	EA	\$1,500.00	\$39,000.00	\$1,200.00	\$31,200.00	\$2,070.00	\$53,820.00	\$1,250.00	\$32,500.00	\$1,920.00	\$49,920.00	\$1,629.08	\$42,355.95	\$2,000.00	\$6,000.00
8	Curb Ramp (Type 12)	1	EA	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,990.00	\$2,990.00	\$2,200.00	\$6,600.00	\$2,200.00	\$2,200.00	\$3,019.97	\$3,019.97	\$2,200.00	\$2,200.00
9	Concrete Driveway Replacement	3875	SF	\$3.25	\$12,593.75	\$7.00	\$27,125.00	\$11.80	\$45,725.00	\$10.00	\$38,750.00	\$10.00	\$38,750.00	\$7.88	\$30,515.63	\$10,000.00	\$70,000.00
10	Asphalt Pavement Repair	250	SY	\$40.00	\$10,000.00	\$16.00	\$4,000.00	\$51.75	\$12,937.50	\$54.00	\$13,500.00	\$125.00	\$31,250.00	\$23.95	\$5,988.26	\$36.00	\$9,000.00
11	Adjust Valve Boxes to Grade	2	EA	\$500.00	\$1,000.00	\$300.00	\$600.00	\$115.00	\$230.00	\$350.00	\$700.00	\$850.00	\$1,700.00	\$494.45	\$988.90	\$250.00	\$500.00
12	Roadside Ditch Regrading	3500	LF	\$7.50	\$26,250.00	\$8.00	\$28,000.00	\$3.45	\$12,075.00	\$10.00	\$35,000.00	\$8.00	\$28,000.00	\$4.46	\$15,618.75	\$17.50	\$61,250.00
13	Block Sodding (16" Wide Sod)	575	SY	\$4.00	\$2,300.00	\$5.00	\$2,875.00	\$4.60	\$2,645.00	\$6.00	\$3,450.00	\$10.00	\$5,750.00	\$9.02	\$5,187.48	\$6.00	\$3,450.00
14	Hydro-mulch Seeding	13500	SY	\$1.00	\$13,500.00	\$0.48	\$6,480.00	\$0.38	\$5,175.00	\$0.40	\$5,400.00	\$0.50	\$6,750.00	\$1.27	\$17,199.66	\$0.55	\$7,425.00
15	Pedestrian Rail	110	LF	\$90.00	\$9,900.00	\$140.00	\$15,400.00	\$30.00	\$3,300.00	\$190.00	\$20,900.00	\$78.00	\$8,580.00	\$241.92	\$26,610.94	\$500.00	\$55,000.00
16	Relocate Existing Mail Boxes	14	EA	\$500.00	\$7,000.00	\$150.00	\$2,100.00	\$261.00	\$3,654.00	\$200.00	\$2,800.00	\$450.00	\$6,300.00	\$658.65	\$9,221.13	\$100.00	\$1,450.00
17	Relocate Existing Roadway Signs	11	EA	\$500.00	\$5,500.00	\$150.00	\$1,650.00	\$345.00	\$3,795.00	\$400.00	\$4,400.00	\$400.00	\$4,400.00	\$589.84	\$6,488.21	\$100.00	\$1,100.00
18	Install Pedestrian Advance Warning Signs	13	EA	\$500.00	\$6,500.00	\$450.00	\$5,850.00	\$300.00	\$3,900.00	\$500.00	\$6,500.00	\$750.00	\$9,750.00	\$1,860.80	\$24,190.36	\$300.00	\$3,900.00
19	Reflectorized Pavement Markings for Crosswalks and Stop Bars (Type I) (24" White)	1500	LF	\$10.00	\$15,000.00	\$4.50	\$6,750.00	\$4.60	\$6,900.00	\$6.75	\$10,125.00	\$8.00	\$12,000.00	\$8.40	\$12,600.00	\$7.70	\$11,550.00
20	Installation and Maintenance of Traffic Control Devices	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,600.00	\$4,600.00	\$7,500.00	\$7,500.00	\$9,500.00	\$9,500.00	\$20,711.25	\$20,711.25	\$8,000.00	\$8,000.00
21	Tree Protection	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$1,380.00	\$1,380.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00	\$3,370.50	\$3,370.50	\$1,500.00	\$1,500.00
22	SWPPP Requirements (Silt Fence, Inlet Protection, Construction Entrances)	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$4,370.00	\$4,370.00	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00	\$9,489.08	\$9,489.08	\$3,000.00	\$3,000.00
23	Site Restoration	1	LS	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$5,175.00	\$5,175.00	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00	\$31,714.98	\$31,714.98	\$3,000.00	\$3,000.00

<b>BASE BID TOTAL</b>	<b>\$371,619.75</b>	<b>\$335,186.00</b>	<b>\$423,510.70</b>	<b>\$452,615.00</b>	<b>\$566,590.00</b>	<b>\$682,750.38</b>	<b>\$710,455.50</b>
<b>WRITTEN TOTAL</b>	<b>N/A</b>	<b>\$335,186.00</b>	<b>\$400,510.70</b>	<b>\$452,615.00</b>	<b>\$566,590.00</b>	<b>\$682,750.38</b>	<b>\$710,455.50</b>
<b>CORRECTED TOTAL</b>	<b>N/A</b>	<b>N/A</b>	<b>\$423,465.70</b>	<b>446,015.00</b>	<b>N/A</b>	<b>\$682,820.20</b>	<b>\$634,755.00</b>

Item No.	Description	Est. Quantity	Units	Engineer's Estimate		GW Phillips Concrete Construction, Inc.		2K Contracting, Inc.		AAA Asphalt & Paving		Teamwork Construction Services, Inc.		P2MG, LLC		Brooks Concrete, Inc.	
				Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total
<b>ALTERNATE #1</b>																	
1	Landscape Block Retaining Wall	750	SF	\$30.00	\$22,500.00	\$22.00	\$16,500.00	-	-	\$30.00	\$22,500.00	\$30.00	\$22,500.00	\$96.40	\$72,300.38	\$31.00	\$23,250.00

<b>ALTERNATE #1 TOTAL</b>	<b>\$22,500.00</b>	<b>\$16,500.00</b>	<b>N/A</b>	<b>\$22,500.00</b>	<b>\$22,500.00</b>	<b>\$72,300.38</b>	<b>\$23,250.00</b>
<b>WRITTEN TOTAL</b>	<b>N/A</b>	<b>\$351,686.00</b>	<b>N/A</b>	<b>\$22,500.00</b>	<b>\$22,500.00</b>	<b>\$72,300.38</b>	<b>\$710,455.50</b>
<b>CORRECTED TOTAL</b>	<b>N/A</b>	<b>\$16,500.00</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$72,300.00</b>	<b>N/A</b>

Item No.	Description	Est. Quantity	Units	Engineer's Estimate		GW Phillips Concrete Construction, Inc.		2K Contracting, Inc.		AAA Asphalt & Paving		Teamwork Construction Services, Inc.		P2MG, LLC		Brooks Concrete, Inc.	
				Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total
<b>ALTERNATE #2</b>																	
1	24" HDPE Pipe	95	LF	\$60.00	\$5,700.00	\$90.00	\$8,550.00	-	-	\$65.00	\$6,175.00	\$75.00	\$7,125.00	\$173.25	\$16,458.75	\$46.75	\$4,441.25
2	24" RCP	70	LF	\$80.00	\$5,600.00	\$110.00	\$7,700.00	-	-	\$85.00	\$5,950.00	\$110.00	\$7,700.00	\$90.45	\$6,331.50	\$115.00	\$8,050.00
3	Fill Material	430	CY	\$5.00	\$2,150.00	\$18.00	\$7,740.00	-	-	\$24.00	\$10,320.00	\$45.00	\$19,350.00	\$54.32	\$23,357.60	\$36.00	\$15,480.00
4	Connect Proposed Pipe to Existing Pipe	6	EA	\$500.00	\$3,000.00	\$450.00	\$2,700.00	-	-	\$750.00	\$4,500.00	\$750.00	\$4,500.00	\$6,319.69	\$37,918.13	\$525.00	\$3,150.00
5	Area Drain Basins	5	EA	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00	-	-	\$1,200.00	\$6,000.00	\$1,200.00	\$6,000.00	\$8,914.97	\$44,574.86	\$1,575.00	\$7,875.00

<b>ALTERNATE #2 TOTAL</b>	<b>\$21,450.00</b>	<b>34,190.00</b>	<b>N/A</b>	<b>\$32,945.00</b>	<b>\$44,675.00</b>	<b>\$128,639.12</b>	<b>\$38,996.25</b>
<b>WRITTEN TOTAL</b>	<b>N/A</b>	<b>369,376.00</b>	<b>N/A</b>	<b>\$32,945.00</b>	<b>\$44,675.00</b>	<b>\$128,639.12</b>	<b>\$38,996.25</b>
<b>CORRECTED TOTAL</b>	<b>N/A</b>	<b>34,190.00</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$128,640.84</b>	<b>N/A</b>

- Notes**
- Total Alternate Cost was Added to the Base Bid
  - Mathematical Error in Bid Form. Value Shown is the Incorrect Value Written on Bid Form, Correct Totals are Shown under "Corrected Total"
  - Incorrect Bid Form Was Used.
  - Written Value on Bid Form did not Match Numerical Value

Access Report  
Agency  
Bid Number  
Bid Title

City of La Porte (TX)  
17003  
Park Drive Sidewalk Improvements

<b>Vendor Name</b>	<b>Accessed First Time</b>	<b>Documents</b>
Hammer & Steel	2017-04-07 10:46 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Brooks Concrete Inc	2017-04-07 12:22 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Lyle & Perossa Engineering Inc	2017-04-12 11:03 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Hearn Company	2017-04-06 10:45 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
ITEM Ltd.	2017-04-10 12:08 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Swantner & Gordon Insurance Agency	2017-04-26 12:33 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
E & M Enterprises, Inc.	2017-04-11 12:46 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
BidClerk	2017-04-11 04:24 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
ConstructConnect	2017-04-18 01:40 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Martinez, Guy & Maybik	2017-04-21 09:13 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Perkens WS Corporation	2017-04-06 11:24 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Ferullo Construction & Supplies Co	2017-04-25 10:00 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
ISI Contracting, Inc.	2017-04-24 11:23 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Sam Anderson Pvt Ltd	2017-04-06 09:47 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Durba Construction	2017-04-13 08:23 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Division III + Constructors, Inc.	2017-04-06 05:18 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
T and T Construction	2017-04-28 03:48 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
North America Procurement Council	2017-04-07 06:09 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Jerson's Concrete	2017-05-01 11:53 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Concrete Raising Corp	2017-04-07 12:08 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Dodge Data & Analytics	2017-04-27 02:42 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Teamwork Cnstruction	2017-04-13 04:44 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
The Blue Book Building & Construction Netw	2017-04-06 10:10 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
RPS Klotz Associates	2017-04-26 03:55 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
GW Phillips Concrete Construction, Inc.	2017-04-27 04:43 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
J.R.'S Landscaping	2017-04-12 04:26 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
P2MG, LLC	2017-05-02 05:42 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
SALT Services	2017-04-25 01:56 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
SO	2017-04-06 02:23 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
IMS	2017-04-07 11:05 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
El Dorado Services Inc.	2017-04-20 11:00 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
aztec remodeling & landscaping company	2017-04-06 11:29 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf

Dale Dobbins	2017-04-09 04:20 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
GW Phillips Construction, INC.	2017-04-26 01:33 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Solid Construction Solutions, LLC	2017-04-24 02:43 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
AAA Asphalt Paving Inc.	2017-04-13 09:00 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Reed Construction Data	2017-04-07 03:27 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Willow City Sign & Rail, Inc.	2017-05-01 08:47 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
AAA Asphalt Paving Inc	2017-04-13 09:40 AM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
D G MEDINA CONSTRUCTION, LLC	2017-04-21 03:37 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
Quanta Building Group, LLC	2017-04-27 02:15 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf
CMD Group	2017-04-18 01:46 PM CDT	Bid #17003 Park Drive Sidewalk Improvements Final.pdf

**BID FORM**  
**Bid 17003 Park Drive Sidewalk Project**

DATE: 5/3/17

Bid of G.W. Phillips Concrete Constr. Inc. (insert complete legal name), (mark through any of the following that do not apply) an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of \_\_\_\_\_, for Construction of Park Drive Sidewalk, for the City of La Porte, Harris County, Texas.

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.

TOTAL BASE BID \$ 335,186.00

Written Three hundred thirty-five thousand one hundred eighty six dollars and no cents.

TOTAL ADD ALTERNATE #1 BID \$ 351,686.00

Written Three hundred fifty-one thousand six hundred eighty-six dollars and no cents.

TOTAL ADD ALTERNATE #2 BID \$ 369,376.00

Written three hundred sixty nine thousand three hundred seventy six dollars and no cents. *[Signature]*

City of La Porte

Bid 17003 Park Drive Sidewalk Project – Base Bid

BASE BID UNIT ITEMS

Item No.	Spec	Item Description	Unit	Quantity	Unit Price	Extended Price
1	01010	General Requirements (limit to 5% of total)	LS	1	15,9160.00	159160.00
2	BID SPECS	Project Sign	LS	1	800.00	800.00
3	00562	Preparation of Right of Way	LS	1	6000.00	6000.00
4	00103	Remove Existing Concrete Sidewalk and Curb	SF	162	3.00	486.00
5	00105	Concrete Sidewalk (6' Wide)	SF	24000	6.00	144,000.00
6	00105	Concrete Slotted Curb	LF	2980	4.50	13,410.00
7	00105	Curb Ramp (Type 7)	EA	26	1200.00	31,200.00
8	00105	Curb Ramp (Type 12)	EA	1	1500.00	1500.00
9	00109	Concrete Driveway Replacement	SF	3875	7.00	27,125.00
10	00340	Asphalt Pavement Repair	SY	250	16.00	4000.00
11	00108	Adjust Valve Boxes to Grade	EA	2	300.00	600.00
12	00110	Roadside Ditch Regrading	LF	3500	8.00	28,000.00
13	00162	Block Sodding (16" Wide Sod)	SY	575	5.00	2875.00
14	00164	Hydro-mulch Seeding	SY	13500	0.484	6480.00
15	TxDOT 450	Pedestrian Rail	LF	110	140.00	15400.00
16	00500	Relocate Existing Mail Boxes	EA	14	150.00	2100.00
17	00500	Relocate Existing Roadway Signs	EA	11	150.00	1650.00
18	00500	Install Pedestrian Advance Warning Signs	EA	13	450.00	5850.00
19	00660	Reflectorized Pavement Markings for Crosswalks and Stop Bars (Type I) (24" White)	LF	1500	4.50	6750.00
20	00671	Installation and Maintenance of Traffic Control Devices	LS	1	4000.00	4000.00
21	00501	Tree Protection	LS	1	2500.00	2500.00
22	00560	SWPPP Requirements (Silt Fence, Inlet Protection, Construction Entrances)	LS	1	2500.00	2500.00
23	01010	Site Restoration	LS	1	12000.00	12000.00

Total BID PRICE 335,186.00

City of La Porte

Bid 17003 Park Drive Sidewalk Project – Alternates #1 and #2

ADD ALTERNATE #1 BID UNIT ITEMS

Item No.	Spec	Item Description	Unit	Quantity	Unit Price	Extended Price
1	32 32 23	Landscape Block Retaining Wall	SF	750	22.00	16,500.00

ADD ALTERNATE #1 TOTAL BID PRICE 351,686.00

ADD ALTERNATE #2 BID UNIT ITEMS

Item No.	Spec	Item Description	Unit	Quantity	Unit Price	Extended Price
1	33 41 15.01	24" HDPE Pipe	LF	95	90.00	8550.00
2	00460	24" RCP	LF	70	110.00	7700.00
3	00130	Fill Material	CY	430	18.00	7740.00
4	00430	Connect Proposed Pipe to Existing Pipe	EA	6	450.00	2700.00
5	00430	Area Drain Basins	EA	5	1500.00	7500.00

ADD ALTERNATE #2 TOTAL BID PRICE 369,376.00



In the event of Award of the Contract to the undersigned, the undersigned agrees to furnish Performance and Payment Bonds as provided in the Specifications.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as

correct and final Date 5/3/17

Signed *George W. Phillips III*

By George W. Phillips III  
(Printed name)

owner  
(Printed title)

117 Oates Rd. Hou. TX 77013  
(Complete address)

713-674-9400  
(Telephone Number)

estimating@gwphillipsconstruction.com  
(Email Address)

*Shonda Phillips*  
Witness

SEAL (if Bidder is a Corporation, if none insert "NONE")

Acknowledge receipt of Addenda Below:

Addendum No.	<u>1</u>	<u>2</u>	<u>3</u>	_____	_____
Date Received	<u>4/12/17</u>	<u>4/25/17</u>	<u>4/27/17</u>	_____	_____

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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.

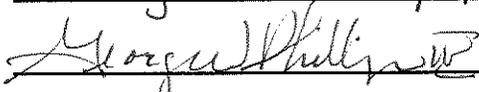
The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: G.W. Phillips Concrete Constr., Inc.

Address: 117 Oates Rd.  
Houston, TX 77013

Printed Name: George W. Phillips, III

Authorized Signature: 

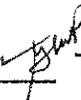
Date: 5-3-17

**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

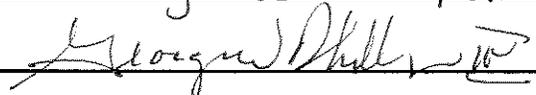
\_\_\_\_\_ The undersigned assigns to the City of La Porte, the amount of its delinquent indebtedness, to be deducted by the City of La Porte from the amounts due the undersigned.

*(Initial one of the above)*

**Business Name:** G.W. Phillips Concrete Constr., Inc.

**Address:** 117 Gates Rd.  
Houston, TX 77013

**Printed Name:** George W. Phillips, III

**Authorized Signature:** 

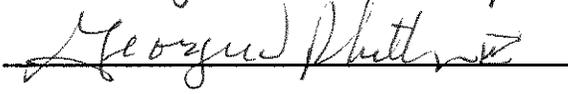
**Date:** 5-3-17

## 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:** G.W. Phillips Concrete Constr., Inc.  
**Address:** 117 Oates Rd.  
Houston, TX 77013  
**Printed Name:** George W. Phillips III  
**Authorized Signature:**   
**Date:** 5-3-17

---

**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:**

G.W. Phillips Concrete Constr., Inc.

**Address:**

117 Oates Rd.

Houston, TX 77013

**Printed Name:**

George W. Phillips, III

**Authorized Signature:**

George W. Phillips, III

**Date:**

5-3-17

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

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

G.W. Phillips Concrete Constr. 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Georgi Phillips  
Signature of vendor doing business with the governmental entity

5-3-17  
Date

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 5-3-17

Bidder (Legal Name of Firm): G. W. Phillips Concrete Constr., Inc.

Date Organized: 2002

Name of Owner(s): George W. Phillips, III

Address : 117 Oates Rd.

: Houston, TX 77013

Date Incorporated 2002

Federal ID Number: 3-20072-3783-0

Number of Years in contracting business under present name 15

List all other names under which your business has operated in the last 10 years: N/A

**Work Presently Under Contract:**

Contract	Amount \$	Completion Date
<u>See attached</u>		

Type of work performed by your company: sitework, underground, paving

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you?  Yes  No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract?  Yes  No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect?  Yes  No

(If yes, list and explain; such list must include disbarments and suspensions of officers,

principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project please see attached. Amount \$ \_\_\_\_\_ Mo/Yr Completed \_\_\_\_\_

Major equipment available for this contract: please see attached

Are you in compliance with all applicable EEO requirements?  Yes  No

(If no, please attach summary of details on a separate sheet.)

Are you a Section 3 business? (see below)  Yes  No

Section 3 Business Concerns:

- a) Businesses that are 51 percent or more owned by Section 3 residents;
- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

Bank References Allegiance Bank

Address: 7125 Gulf Frwy

Contact Name: Bill Chote

City&State: Hou. TX

Zip: 77087

Phone Number: 713-643-5555

Credit available: \$ 1 Mil

Has the firm or predecessor firm been involved in a bankruptcy or reorganization?  Yes  No

(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description. N/A

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome. N/A

**G.W. Phillips Concrete Construction, Inc.**  
117 Oates Road Houston, Texas 77013  
**Completed Projects/References**

**Name of Project:** Summer Creek Baptist Church  
**Amount:** \$313,438.55 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Drainage, Paving, and Sitework  
**Location:** 12159 W Lake Houston Pkwy, Houston, Texas 77044  
**General Contractor:** MACO Construction, Inc. -Duane Cannon 832-858-0461  
1718 Humble Place Drive, Humble, Texas 77338  
**Owner:** Summer Creek Baptist Church  
**Contract Time:** September 2016 thru March 2017

**Name of Project:** Paving & Drainage Improvements to Avenue D and 4th Street  
**Amount:** \$888,049.50 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Drainage, street paving, sidewalks, and driveway approaches  
**Location:** 4th Street and Avenue D in LaPorte, Texas 77571  
**Project Engineer:** Cobb Fendley Associates, Inc. -Jason Eldridge 281-744-7313  
13340 Northwest Freeway, Suite 1100, Houston, Texas 77040  
**Owner:** The City of LaPorte  
**Contract Time:** July 2016 thru March 2017

**Name of Project:** Camp Sienna Sports Complex Paving & Drainage Improvements  
**Amount:** \$2,185,493.16 **Subcontracted Percent:** 17% **Amount Paid:** \$368,815.70  
**Type of Work:** Paving and Drainage Improvements  
**Location:** 7225 Camp Sienna Trail, Missouri City, TX  
**Project Engineer:** Ward, Getz & Associates, LLP - Andrew Loessin - 713-789-1900  
2500 Tanglewood, Suite 120, Houston, Texas 77063  
**Owner:** Sienna Plantation Levee Improvement District  
**Contract Time:** November 2015 thru March 2017

**Name of Project:** Camp Sienna Batting Cages  
**Amount:** \$512,775.95 **Subcontracted Percent:** 27% **Amount Paid:** \$136,435.00  
**Type of Work:** Building Pad, Metal Building, Batting Cages  
**Location:** 7725 Camp Sienna Trail, Missouri City, TX 77489  
**Project Engineer:** Tait-Pitkin Sports Engineers - Larry Tait - (512) 352-3300  
917 Yellowstone Drive, Taylor, Texas 76574  
**Owner:** Sienna Plantation Levee Improvement District  
**Contract Time:** May 2016 thru December 2016

**Name of Project:** E Detention Basin to serve TX Instruments Redevelopment  
**Amount:** \$203,930.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Detention Pond  
**Location:** 12201 Southwest Freeway Stafford TX  
**Project Engineer:** RPS Klotz Associates - Don Durgin - 281-589-7257  
1160 N. Dairy Ashford Road, Suite 500, Houston, Texas 77079  
**Owner:** E Ft Bend County Development Authority  
**Contract Time:** June 2016 thru September 2016

**Name of Project:** West Keegan's Bayou Outfall Repair  
**Amount:** \$281,319.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install storm sewer  
**Location:** Bissonnet St/Hodges Bend Dr Houston TX 77083  
**Project Engineer:** AECOM Bruce Baumel 713-780-4100  
5444 Westheimer Road, Suite 400, Houston, Texas 77056  
**Owner:** West Keegan's Bayou Improvement District  
**Contract Time:** April 2016 thru August 2016

**Name of Project:** Redstone View Dr Paving & Drainage Improvements  
**Amount:** \$1,097,595.25 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Paving and Drainage Improvements  
**Location:** Off Wilson Rd, Humble TX  
**Project Engineer:** Brown and Gay Engineers, Inc. - Gary Goessler - 281-558-8700  
10777 Westheimer Road, Suite 400, Houston, Texas 77042  
**Owner:** Fall Creek HOA  
**Contract Time:** October 2015 thru May 2016

**Name of Project:** Horsepen Bayou Walking Trails  
**Amount:** \$449,385.00 **Subcontracted Percent:** 3% **Amount Paid:** \$126,500.00  
**Type of Work:** Construct walking trail, sidewalk and workout stations  
**Location:** West Little York/N Eldridge Parkway  
**Project Engineer:** Brown and Gay Engineers, Inc. - Gary Goessler - 281-558-8700  
10777 Westheimer Road, Suite 400, Houston, Texas 77042  
**Owner:** Horsepen Bayou MUD  
**Contract Time:** July 2015 thru April 2016

**Name of Project:** Proposed Storm Sewer Outfall at Bucktrout Lane  
**Amount:** \$706,323.55 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install storm sewer  
**Location:** Colonial Parkway/Carters Gove Lane  
**Project Engineer:** A & S Engineering, Inc. - Jim Ainsworth - 713-942-2700  
10377 Stella Link Road, Houston, Texas 77025  
**Owner:** Harris County MUD 61  
**Contract Time:** June 2015 thru May 2016

**Name of Project:** Champions Trail Detention Pond Expansion to serve The Storage Place  
**Amount:** \$98,982.95 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Expand Detention Pond  
**Location:** McKendree Park Drive  
**Project Engineer:** Koehn & Associates Engineers, Inc. - Ronald Koehn - 713-682-2527  
2500 Century Pkwy, Suite Z, Houston, Texas 77092  
**Owner:** Louetta North Public Utility District  
**Contract Time:** August 2015 thru September 2015

**Name of Project:** First Street Concrete Mobility  
**Amount:** \$478,268.08 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install drainage/ replace sidewalk/extend First St.  
**Location:** Katy, TX  
**Project Engineer:** Clay & Leyendecker, Inc. -David Leyendecker 281-391-0173  
1350 Avenue D, Katy, Texas 77493  
**Owner:** City of Katy, TX  
**Contract Time:** April 2015 thru July 2015

**Name of Project:** Channel and Gully Improvements  
**Amount:** \$1,999,226.39 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Willow Street Paving & Drainage Improvements, Gully and Channel Repairs  
**Location:** Willow Street in Humble, 77338  
**Project Engineer:** HDR, Inc. -Jose Maldonado 713-622-9264  
4828 Loop Central Drive, Suite 800, Houston, Texas 77081  
**Owner:** The City of Humble  
**Contract Time:** July 2013 thru August 2015

**Name of Project:** Packer Court Reconstruction  
**Amount:** \$386,513.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install 30" Sanitite pipe into 42" RCP, install storm sewer, re-pave street, sidewalks and driveway approaches  
**Location:** Webster, TX  
**Project Engineer:** KSA Engineers -Philip Huseman 281-494-3252  
Sugarland Business Park-816 Park 2 Drive, Sugarland, Texas 77478  
**Owner:** City of Webster, TX  
**Contract Time:** March 2015 thru August 2015

**Name of Project:** Access Road and Drainage Through Waste Water Treatment Plant , Phase 1 and 2  
**Amount:** \$338,558.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install outfall drainage and build access road  
**Location:** Porter Road/Stockdick School Rd, Katy, TX  
**Project Engineer:** LJA Engineering/Gary Mensik 713-953-5249  
2929 Briarpark Drive, Suite 600, Houston, Texas 77042  
**Owner:** Harris County MUD No. 495  
**Contract Time:** February 2015 thru July 2015

**Name of Project:** Southwest Shipyard Cement Blocks  
**Amount:** \$103,270.50 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Frame and pour 36 each - 5' x 5' x 3.5' cement blocks  
**Location:** Built at GW Phillips Const yard and delivered to Southwest Shipyard  
**Project Engineer:** Southwest Shipyard/ Don Soileau 281-860-3200  
18310 Market Street, Channelview, Texas 77530  
**Owner:** Southwest Shipyard LLP  
**Contract Time:** February 2015 thru March 2015

**Name of Project:** Southwest Shipyard Rail Expansion, Phase 1  
**Amount:** \$1,067,128.96 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Excavate for pad, pour pad, install side haul rails  
**Location:** Southwest Shipyard Channelview  
**Project Engineer:** Southwest Shipyard/ Don Soileau 281-860-3200  
18310 Market Street, Channelview, Texas 77530  
**Owner:** Southwest Shipyard, LLP  
**Contract Time:** September 2014 thru March 2015

**Name of Project:** Const. of Water Plant No 1 Drainage Improvements for HC MUD No. 468  
**Amount:** \$101,825.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Install storm sewer  
**Location:** Cutten Road Water Plant/Cross street Louetta Rd.  
**Project Engineer:** Brown & Gay Engineers/David Niles 713-488-8332  
10777 Westheimer Road, Suite 400, Houston, Texas 77042  
**Owner:** Harris County MUD No. 468  
**Contract Time:** December 2014 thru February 2015

**Name of Project:** GPISD FFA/Ag Building Site Improvements  
**Amount:** \$193,708.00 **Subcontracted Percent:** 1% **Amount Paid:** \$2,500.00  
**Type of Work:** Install storm sewer/build concrete pad  
**Location:** 2099 Holland Ave, Galena Park tx 77547  
**Project Engineer:** Brooks & Sparks, Inc. -Frank Brooks 281-578-9595  
21020 Park Row Drive, Katy, Texas 77449  
**Owner:** Galena Park Independent School District-Barbara Reed-832-386-1269  
**Contract Time:** July 2014 thru December 2014

**Name of Project:** GPISD North Shore Elementary  
**Amount:** \$128,015.00 **Subcontracted Percent:** 3% **Amount Paid:** \$1,000.00  
**Type of Work:** Install storm sewer and handicap ramp  
**Location:** 14310 Duncannon Houston TX 77015  
**Project Engineer:** Brooks & Sparks, Inc. -Frank Brooks 281-578-9595  
21020 Park Row Dr. Katy TX 77449  
**Owner:** Galena Park Independent School District-Barbara Reed-832-386-1269  
**Contract Time:** July 2014 thru February 2015

**Name of Project:** Goose Creek CISD  
**Amount:** \$344,742.00 **Subcontracted Percent:** 2% **Amount Paid:** \$6,000.00  
**Type of Work:** Addition to parking lot/Level soccer fields  
**Location:** 300 W Baker Road Baytown TX 77521  
**Project Engineer:** Goose Creek Consolidated Independent School District -Brenda Garcia 281-628-1811  
4544 I-10, Baytown, Texas 77521  
**Owner:** Goose Creek CISD, 3401 N Main St, Baytown, TX 77521  
**Contract Time:** December 2013 thru December 2014

**Name of Project:** City of Katy 2013 Street & Sidewalk Improvements  
**Amount:** \$141,090.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Street and Sidewalk Improvements  
**Location:** City of Katy  
**Project Engineer:** Clay & Leyendecker, Inc. - David Leyendecker 281-391-0173  
1350 Avenue D, Katy, Texas 77493  
**Owner:** City of Katy 910 Avenue C Katy TX 77493  
**Contract Time:** September 2013 thru December 2013

**Name of Project:** City of Taylor Lake Village  
**Amount:** \$647,320.34 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Street and Sidewalk Improvements  
**Location:** City of Taylor Lake Village  
**Project Engineer:** Cobb Fendley Associates, Inc. -Brad Matlock 713-462-3242  
13340 Northwest Freeway, Suite 1100, Houston, Texas 77040  
**Owner:** City of Taylor Lake Village  
Harris County - Julia Bond - 713-755-6522  
**Contract Time:** June 2013 thru November 2013

**Name of Project:** GPISD - Zotz Parking Lot  
**Amount:** \$174,875.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Additional Concrete Parking Lot  
**Location:** 13801 Holly Park Houston TX 77015  
**Project Engineer:** Brooks & Sparks, Inc. -Frank Brooks 281-578-9595  
21020 Park Row Drive, Katy, Texas 77449  
**Owner:** Galena Park Independent School District-Barbara Reed-832-386-1269  
**Contract Time:** May 2013 thru August 2013

**Name of Project:** Harris County MUD 400  
**Amount:** \$1,015,128.00 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Construction of Detention Pond  
**Location:** Beltway 8 and John Raiston  
**Project Engineer:** Jones & Carter Trey Thompson 713-777-5337  
6330 West Loop S, Houston, Texas 77027  
**Owner:** Harris County Municipal Utility District No. 400  
**Contract Time:** April 2013 thru August 2013

**Name of Project:** Improvements to Control Bldg. @ Water Plant No. 3  
**Amount:** \$255,380.00 **Subcontracted Percent:** 20% **Amount Paid:** \$50,000.00  
**Type of Work:** Reconstruction of Control Building  
**Location:** Jackrabbit Road  
**Project Engineer:** Sander Engineering Corp. -Dennis Sander 713-784-4830  
1250 W Sam Houston Pkwy South, Suite 400, Houston, Texas 77042  
**Owner:** Jackrabbit PUD  
**Contract Time:** April 2013 thru July 2013

**Name of Project:** City of Alvin Briscoe Parking Lot project  
**Amount:** \$213,569.75 **Subcontracted Percent:** 0% **Amount Paid:** \$0.00  
**Type of Work:** Excavation, lime subgrade, 4460 sqyd parking lot  
**Location:** City of Alvin  
**Project Engineer:** Jim Nance 281-388-4284  
1100 West Hwy 6, Alvin, Texas 77511  
**Owner:** City of Alvin 216 West Sealy Alvin TX 77511 (281) 388-4284  
**Contract Time:** January 2013 thru March 2013

## EQUIPMENT LISTING

### GW PHILLIPS CONCRETE CONSTRUCTION, INC.

Year	Name
2000	Chev C6500 Dump Truck
2005	Cat 304CR Excavator
N/A	40' Container
2012	Miller Bobcat Welder
2006	Chevy 3500 Silverado Dully
2005	16' Pace Cargo Trailer
N/A	Husqvarna Concrete Saw, diesel walk behind 60 HP
N/A	Target Concrete Saw, electric walk behind 50 HP
	12' Dump Trailer
2007	Gehl Skid Steer 6640
2008	16' Low Boy Trailer
1999	22 Ton Pintle Eye Trailer
1983	Welding Machine (roughneck)
N/A	Kent Hydraulic Breaker, 500lbs
N/A	Rhino Brush Hog
N/A	Amida Power Buggy (2)
2000	Kubota M5700 Tractor 65HP
N/A	Kent Hydraulic Breaker, 1000lbs
2008	28' Gooseneck Trailer Big Tex
2005	Ingersol Rand Compressor
1998	MultiQuip Commercial Generator 45KW
	JD 310 Wheel Loader Backhoe
2005	Cat D4GXL Crawler Tractor
2011	Dodge Ram 3500
2009	Dodge Ram 4500
2014	Ford 350
	423E Cat Soil Drum Compactor
1997	Mack Dump Truck
2012	Cat 320EL Excavator

Year	Name
	JD 700K Crawler Dozer
2013	4000 watt Light Tower
2013	200# Tamper Plate
2014	24' Model CC242 Gooseneck Trailer
	JD 5083 Utility Tractor
	Cat 305 Mini Excavator
	CR22 - 22" Spin Screed
2013	PC360LC-10 Komatsu Excavator
	Topcon GPS Laser System for 700K John Deere Dozer
	42' Screed
	2001 Mack Truck
	2003 Mack Truck
	2014 Cat 289D Track Loader
2013	JD 160G Hyd. Excavator
2015	Cat D4K2 Track Type Dozer
2007	International 4300
2007	International 4700
2015	JD 700K Crawler Dozer
2015	Topcon 3DMC2 GPS System
2001	SS250B Soil Stabilizer
	8' 3 wheel Street Broom
2005	Peterbilt
2013	Liddell Lowboy trailer
	20' High Cube Container
2015	JD 544K Wheel Loader
2016	Ford F350 Pickup
	6" Thompson Trash Pump
	Paving Forms
2017	Komatsu PC290LC-11 Excavator

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 3<sup>rd</sup> day of May, 2017.

*George W. Phillips III*  
Signature

George W. Phillips, III  
Printed Name and Title

G.W. Phillips Concrete Constr., Inc.  
Company Name

**Notary Statement:**

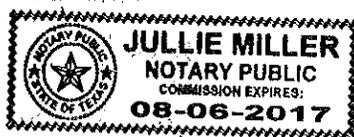
George W. Phillips III being duly sworn, says that he/she is the \_\_\_\_\_ Position/Title President of G.W. Phillips Concrete Const. Inc. (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of HARRIS in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 3 day of May, 2017.

Notary Public

*Jullie Miller*  
Signature

Jullie Miller  
Printed Name



My Commission Expires: 8/6/17. The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas )

County of HARRIS )

George W. Phillips III, being first duly sworn, deposes and says that:

(1) He/She is President of GW Phillips Concrete Const., the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

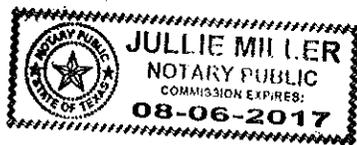
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of LaPorte (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) George W. Phillips III  
owner

Title

Subscribed and sworn to me this 3 day of May 2017



By: Julie Miller  
Notary Public

My commission expires 8/6/17

**CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL**

**ACKNOWLEDGEMENT**

I, George W. Phillips (Principal's Name) of GWP Phillips Concrete Const. (Company Name) \_\_\_\_\_, (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of \$10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents.

(For up-to-date listing, please go to <http://www3.epa.gov/epawaste/consERVE/tools/cpg/directory.htm>)

George W. Phillips III  
Printed Name and Title

[Signature]  
Signature

5/3/17  
Date

**USE OF RECOVERED MATERIAL**

Please check one:

Recovered materials are included in this bid:  
Materials included NA

- Recovered materials are not reasonably available in a reasonable period of time.
- Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- Recovered materials are only available at an unreasonable price.

George W. Phillips III  
Printed Name and Title

[Signature]  
Signature

5/3/17  
Date

**References:**

Please PRINT or TYPE here, the names, addresses and other contact information of persons in a management capacity where other similar work has been provided within the last five (5) years, or is currently being provided that may be willing to provide a reference and recommendation for your company. Failure to complete and submit this form may be cause to disqualify your proposal. References provided must be for similar events.

At least 2 of the 5 required references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of event, and any other pertinent information involved for each reference provided.

Company Name	Contact	Address	Telephone	E-mail
<i>please see attached detailed completed projects with references</i>				

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

**REQUIRED CONTRACTOR INSURANCE:** Successful CONTRACTOR shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas. CONTRACTOR shall obtain insurance as detailed. 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 CITY OF LA PORTE and also give a 30 day cancellation notice. 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. Insurance must include:

**General Liability:**

Commercial General Liability	
General Aggregate	\$2,000,000.00
Products-Completed Operations Aggregate:	\$2,000,000.00
Personal Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Property Damage liability insurance will provide Explosion, Collapse, And Underground coverages where applicable	

**Automobile Liability:**

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

**Excess Liability:**

Umbrella	
Each Occurrence	\$2,000,000.00
Each Aggregate	\$1,000,000.00

**Worker's Compensation and Employer Liability:**

    In form and quantities as required by State of Texas

FORM 1295-Effective January 1, 2016

The Texas Legislature passed House Bill 1295 ("HB 1295") during the 84<sup>th</sup> Legislative Session, which enacted Section 2252.908, Government Code, imposing new requirements for contracts entered into by governmental entities. These new requirements require a business to file a disclosure of interested parties form with a governmental entity if a contract requires an action or vote by the governing body of the agency or a contract with a value of at least 1 million dollars. The Texas Ethics Commission (TEC) has formulated administrative rules and FORM 1295 to be used by the business to make disclosures to governmental entities for contracts under consideration. This information is available on the website of the Texas Ethics Commission (<https://www.ethics.state.tx.us/tec/1295-Info.htm>).

1. The business registers for an online account with the TEC.
2. The business accesses the TEC website and completes an online FORM 1295, making all necessary disclosures required by HB 1295.
3. The TEC website then generates a PDF version of FORM 1295 with a "certificate number" as a certification of filing.
4. The business then prints off, executes and notarizes a hard copy of FORM 1295 and submits it to the governmental entity on or before the award of the contract.

The City will not enter into a contract or a Purchase Order issued until a completed Form 1295 with a TEC certificate number is received.

Please use the following information to fill out FORM 1295:

City's Name: City of La Porte  
Identification Number: Bid 17003  
Description of goods and services to be provided: Sidewalk Project

If you have any questions about this process, please call Purchasing at 281-470-5126, or email, [purchasing@laportetx.gov](mailto:purchasing@laportetx.gov).

**BID BOND**

STATE OF TEXAS §  
                                  §  
COUNTY OF HARRIS §

SURETY'S NO. MB03714

KNOW ALL MEN BY THESE PRESENTS, THAT G.W. Phillips Concrete Construction, 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 of the Greatest Amount Bid \_\_\_\_\_ Dollars (\$5% G.A.B.), 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 17003 - Park Drive Sidewalk Improvements

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.

**BID BOND**

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

SURETY'S NO. MB03714

KNOW ALL MEN BY THESE PRESENTS, THAT G.W. Phillips Concrete Construction, 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 of the Greatest Amount Bid Dollars (\$ 5% G.A.B. ), 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 17003 - Park Drive Sidewalk Improvements

\_\_\_\_\_

\_\_\_\_\_

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 3rd  
day of May, 2017.

G.W. Phillips Concrete Construction, Inc.  
Legal Name Principal/Contractor

Merchants Bonding Company (Mutual)  
Legal Name Surety

By: 

By: 

George W. Phillips III  
(Printed name and title)

Justin McQuain, Attorney-in-Fact  
(Printed name and Title)

Address: 117 Oates Rd.  
Houston, TX 77013

Address: 9500 Arboretum Blvd., Ste. 100  
Austin, TX 78759

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 of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Barbara K Sachi; Cheryl R Colson; Cynthia Haslam; Debra L Buckner; Elaine Lewis; Jeanne M Buchan; Justin McQuain; Keith M Illa; Kevin McQuain; Lillian M Pitcher; Malia E Mann; Misty Witt; Nancy J Portugal; Pamela C Martinson; Rosalyn D Hassell; Scott D Chapman; Timothy J Maley

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

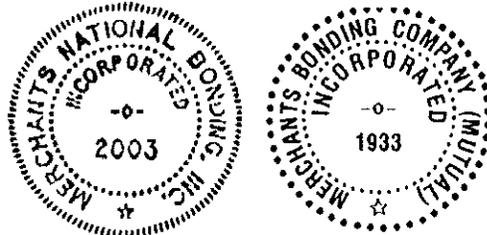
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of February, 2016.



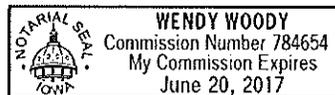
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 26th day of February, 2016, before me appeared Larry Taylor, to me personally known, who being by me 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 are 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.

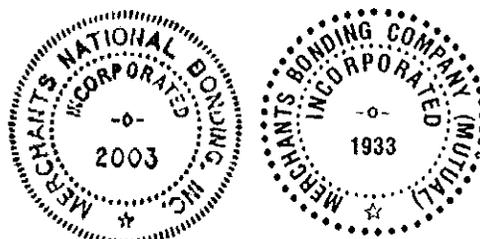


*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

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 3rd day of May, 2017.



*William Warner Jr.*  
Secretary

**MERCHANTS**   
**BONDING COMPANY**<sup>TM</sup>

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

**Please send all notices of claim on this bond to:**

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

**HARRIS COUNTY**  
**ENGINEERING DEPARTMENT**

1001 Preston, 7<sup>th</sup> Floor  
Houston, Texas 77002  
(713) 755-5370

December 27, 2016

City of La Porte, Texas  
604 Fairmont Parkway  
La Porte, Texas 77571  
Attn: Corby Alexander, City Manager

**SUBJECT: Interlocal Agreement between Harris County and the City of La Porte, Texas for the County to contribute funds to La Porte's Project to design, construct, and maintain improvements to Park Street from South Blackwell to Fairmont Parkway in Precinct 2.**

Dear Mr. Alexander:

The subject Agreement was executed by Harris County Commissioners' Court on December 6, 2016. Enclosed for your record is a fully executed original agreement. If you have any questions or need additional information, please call me at (713) 274-3659.

Sincerely,



Bill Nobles, P.E.  
Interagency Agreement Coordinator

BN/bs

Attachment

cc: Commissioner Jack Morman      Paul Briggs  
    Dave Walden                      Nora Martinez  
    Jeremy Phillips                  Central File  
    Arcadio Avalos  
    Misty Rios  
    Tammy Fuselier  
    Jennifer Almonte  
    Terry Jones

## INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **City of La Porte, Texas** (“City”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and City may each be referred to herein individually as a “Party” or collectively as the “Parties.”

### RECITALS

Whereas, City intends to construct sidewalk, drainage, and traffic control improvements (“Improvements”) along Park Drive, a County-maintained street right-of-way, from South Blackwell Street to Fairmont Parkway (“Project”);

Whereas, City will be responsible for design and construction of the Project and will maintain the Improvements in perpetuity;

Whereas, it is to the mutual benefit of the County and the City to construct the Project, in furtherance of the County’s “Safe Route to School” program;

Whereas, City is willing to administer the design and construction of the Project, the total cost of which is estimated at \$357,000.00 (“Project Cost”);

Whereas, County will contribute in the fixed amount of \$150,000.00 towards the Project Cost (“Funding Share”);

Whereas, the governing bodies of each Party find that this Agreement is necessary for the benefit of the public and that the performance of this Agreement is in the common interest of both Parties;

Whereas, the governing bodies of each Party have the legal authority to perform and provide the governmental function which is the subject matter of this Agreement;

Whereas, County and City desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Project.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

### TERMS

#### Section 1. Responsibilities of the Parties

##### A. City’s Responsibilities

- (i) Implementation. Upon execution of this Agreement by the Parties, City will provide for and manage implementation of the Project as defined in the recitals and as illustrated on the Location Map attached hereto as Exhibit A and incorporated herein by reference for all purposes.
- (ii) Design and Engineering. City will provide, or cause to be provided, the design, engineering services, and related support services necessary to prepare the plans,

specifications, and estimates ("PS&E") for the Project. The PS&E shall be made available to County for review, comment, and approval. Should the County desire to make changes to the design of the Project, the Parties agree to meet and resolve all issues in order to finalize an agreed-upon design for the Project.

- (iii) Construction; Award, Bid, and Administration. City shall also be responsible for the construction of the Project. Upon approval of the PS&E for the Project, City will advertise the Project for bid and administer all phases of the construction contract. City shall award the contract for construction of the Project to the responsible bidder who submits the lowest and best bid, in accordance with the usual and customary procedures of the City, subject to certification of the availability of funds by City, for the Project. It is expressly agreed and understood that the City reserves the right to reject all bids. In such event, the City, in its discretion, may either re-advertise for bids pursuant to the same understanding with regard to rejection of bids or terminate this Agreement as provided for herein. The City's determination of the responsible bidder who submits the lowest and best bid for the Project shall be final and conclusive.
- (iv) Maintenance and Repair. Upon completion of construction of the Project, City shall assume responsibility for the maintenance and repair of the Improvements to the extent and in the same manner as other like facilities within the City. County will not be responsible for the ongoing maintenance or condition of the Improvements.
- (v) Payment. City is responsible for payment of all costs, fees, and/or expenses for the design and construction of the Project, as estimated in the recital above, as same become due.

**B. County's Responsibilities**

- (i) County Funding Share. County's sole obligation under this Agreement is to contribute the Funding Share. Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that County's expenditures necessary to satisfy its obligations under this agreement are subject to certification of funds by the Harris County Auditor, and the County is not obligated to expend more than the maximum sum of \$150,000.00 to satisfy its obligations under this Agreement, but either Party may at its option make further funds available. County shall not be responsible for the actual construction of the Project or the performance of the work, other than for the contribution of the County's Funding Share as provided herein.
- (ii) County shall continue to be responsible for maintenance and repair of the remainder of the Park Street right-of-way. County shall not be responsible for the maintenance or condition of the Improvements during or after construction of the Project.

**Section 2. Funding of the Project**

- A. City shall be responsible for payment of all costs, fees, and/or expenses for the design and construction of the Project as same become due, which the City has estimated to be \$357,000.00.
- B. Upon completion of the Project, City may seek reimbursement from County for the Funding Share. County will remit the Funding Share to City no later than forty-five (45) days after reimbursement is requested in writing by City.

- C. The Funding Share paid by the County to the City pursuant to this Agreement shall not be used by the City for any purpose other than paying for or reimbursing the City's cost in administering and/or constructing the Project.

### **Section 3. Right of Entry, Access, and Review**

- A. During the construction of the Project, City will have full right of entry and access onto the Park Street right-of-way, as necessary to complete installation of the Improvements. Furthermore, after completion of the Project, County agrees that City will have a perpetual right of entry and access onto the Park Street right-of-way for the purpose of maintaining the Improvements.
- B. During the construction of the Project, County will have the full right of access to the construction site and shall have the right to review all documents, maps, plats, records, photographs, reports or drawings affecting said construction. County shall give notice by telephone to the City prior to any inspection of either the construction site or documents. County may make such changes and amendments to the drawings and specifications within the general scope of the Project as the County Engineer deems necessary or desirable during construction, provided however, County shall not unreasonably interfere with the work in progress.
- C. The County and its authorized representatives shall have the right to review and audit all books, records, vouchers and documents of whatever nature related to City's performance under this Agreement during the period of performance of this agreement and for three (3) years thereafter or for so long as there exists any dispute or litigation arising from this agreement.

### **Section 4. Maintenance and Repair**

- A. Responsibilities of the Parties. As provided for herein, County shall have no responsibility for the condition or maintenance of the Improvements. City agrees to accept full responsibility for the perpetual maintenance and the repair, at no cost to the County, (i) for as long as the Improvements remain in place and the County has not removed Park Street from the County's system of roads and (ii) the Agreement has not been terminated by mutual written agreement and consent of the Parties.
- B. Definition/Meaning of Maintenance and Repair. Maintenance required by the City hereunder shall include, but not be limited to, maintaining the intended function and the aesthetic appearance of the Improvements. It shall also include removing and relocating the Improvements if the County determines that it will be desirable due to changes in applicable regulations, including the Texas Accessibility Standards, and/or planned future improvements to the intersections, such as signalization and/or construction of additional lanes.
- C. Timing of Repair and Interim Safety Measures. City agrees to make necessary repairs to the Improvements as soon as reasonably practicable. Should the deficiencies requiring such repairs endanger the public, City shall implement interim safety measures until it can provide such maintenance and/or make the necessary repairs. However, the County may provide such measures on behalf of the City without prior notice to the City if the County, in its sole discretion, determines that it is necessary to implement interim safety measures until such time as the City can provide its own safety measures. In any event, City agrees to provide necessary maintenance and make necessary repairs within one-hundred and twenty (120) days.
- D. Prevention and Repair of Damage. In performing maintenance and repair work, City shall follow necessary safety measures and shall take measures to prevent damage to persons and property

resulting from the conditions that the City is responsible for repairing and maintaining and resulting from repairs thereto.

- E. Notice of Repair and Maintenance. City shall notify the County in writing before commencement of repair or maintenance work under this Section. If the repair or maintenance is of an emergency nature, such notification may be provided by telephone and confirmed in writing as soon as reasonably practicable thereafter.
- F. Failure to Maintain. If the County believes the City has failed to perform its maintenance or repair duties pursuant to this Agreement, the County shall notify City in writing explaining how the County believes the City has failed to perform its maintenance or repair duties as required by this Agreement and allow the City sixty (60) days to cure any such failure ("Notice to Cure"). If the City has not taken reasonable steps to cure such failure within sixty (60) days of receipt of the Notice to Cure, then the County may, in its sole discretion, alter, reduce, replace, remove, or authorize other changes to the Improvements, at the City's sole expense, including an administrative cost equal to 10% of the cost.

#### **Section 5. Ownership and Control**

Notwithstanding any provision of this Agreement that might be construed to the contrary, the Improvements shall be considered part of the Road and owned by the County. The County may at any time alter or remove such Improvements, if and when the County, in the sole discretion of the County Engineer or the County's Precinct 2 Road and Bridge Superintendent, determines it interferes with the proper use, safety, or operation of the Roads, or its right-of-way, for road purposes, or is necessary in order to make improvements to the Roads. The County agrees that the City may replace, repair, or reconstruct Improvements altered or removed by the County pursuant to this Section, at the City's sole cost and expense and subject to approval of plans and specifications by the County. Otherwise, upon complete removal of the Improvements, the City's maintenance responsibility shall end.

#### **Section 6. Liability of the Parties**

Each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

#### **Section 7. Term and Termination**

- A. This Agreement is effective as of the date that it has been approved and executed by all Parties ("Effective Date") and remains in force and effect (i) for as long as the Improvements remain in place and the County has not removed Park Street from the County's system of roads and (ii) the Agreement has not been terminated by mutual written agreement and consent of the Parties.
- B. This Agreement may be terminated by mutual written agreement and consent of the City and the County.
- C. If the County permanently removes Park Street from the County's system of roads for any reason, the City will have no further maintenance responsibility for the Improvements under this Agreement.

## Section 8. Miscellaneous

- A. Non-Assignability. No Party shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party hereto.
- B. Notice. Any notice required to be given under this Agreement (“Notice”) shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or City at the following addresses

City:                           City of La Porte, Texas  
604 Fairmont Parkway  
La Porte, Texas 77571  
Attention: Corby Alexander, City Manager  
Email: Alexanderc@laportetx.gov

County:                       Harris County Engineering Department  
1001 Preston Avenue, 7th Floor  
Houston, Texas 77002-1893  
Attention: Interagency Agreement Coordinator  
Email: bill.nobles@hcpid.org

Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days’ written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. Effect of Agreement. This Agreement supersedes any and all other discussions, negotiations and representations of any kind and represents the entire Agreement of the Parties concerning the subject herein.
- D. Modifications. Any oral or written representations or modifications concerning this instrument shall not be effective, excepting a subsequent written modification signed by both Parties.
- E. Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- F. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- G. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of

this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

**HARRIS COUNTY**

By: Ed Emmett R7  
Ed Emmett  
County Judge

**CITY OF LA PORTE, TEXAS**

By: [Signature]  
[Mayor's Name]  
Mayor

APPROVED AS TO FORM:

VINCE RYAN  
County Attorney

By: James M. Lemond  
James M. Lemond  
Assistant County Attorney  
CAO File No.: 16GEN1458

ATTEST

By: [Signature]  
City Secretary

APPROVED AS TO FORM:

By: [Signature]  
City Attorney, La Porte, Texas



**LOCATION OF SIDEWALK  
SAFE ROUTES TO SCHOOL.**



**EXHIBIT A**

**ORDER OF COMMISSIONERS COURT**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on DEC 06 2016, with all members present except None.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF LA PORTE, TEXAS FOR THE COUNTY TO CONTRIBUTE FUNDS TO LA PORTE'S PROJECT TO DESIGN, CONSTRUCT, AND MAINTAIN IMPROVEMENTS TO PARK STREET FROM SOUTH BLACKWELL TO FAIRMONT PARKWAY IN PRECINCT 2**

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. Commissioner Locke seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Gene L. Locke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED THAT:**

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Interlocal Agreement between Harris County and City of La Porte, Texas for the County to contribute funds to La Porte's Project to design, construct, and maintain improvements to Park Street from South Blackwell to Fairmont Parkway in Precinct 2.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**Presented to Commissioner's Court**

**DEC 06 2016**

APPROVE C/L  
Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_



**HARRIS COUNTY, TEXAS**  
**COMMUNITY SERVICES DEPARTMENT**

---

**Office of Transit Services**  
8410 Lantern Point Drive  
Houston, Texas 77054  
Tel (713) 578-2000  
Fax (713) 578-2190

**David B. Turkel**  
*Executive Director*  
**Ken Fickes**  
*Transit Services Director*

May 31, 2017

Mr. Corby Alexander, City Manager  
City of La Porte  
604 W. Fairmont Parkway  
La Porte, Texas 77571

Re: La Porte Sidewalk Improvements  
Bid No. 17003

Attn: Ms. Cherell Daeumer, Purchasing Manager

Dear Mr. Alexander:

This office is in receipt of the bids, bid tabulation, and RPS Klotz Associates (RPSKA) recommendation letter for the above referenced project. Based on our review of the submitted documentation, this office concurs with RPSKA's recommendation to award the contract for the construction phase of the above referenced project to the lowest and responsible bidder, G.W Phillips Concrete Construction, Inc., at a lump sum total bid of \$335,186.00.

Therefore, the City of La Porte may issue the Notice of Award and proceed with letting of the contract. If you have any questions or comments, you may contact Mr. Gene Simeon, Compliance Manager at (713) 578-2131.

Sincerely,

Ken Fickes  
Transit Services Director

KF/gs

cc: Traci E. Leach, Assistant City Manager  
Kennard Givens, Capital Improvement Manager



1160 Dairy Ashford, Suite 500, Houston, Texas 77079  
T 281 589 7257 E email@klotz.com W www.rpsgroup.com | www.klotz.com

May 10, 2017

Mr. Kennard Givens  
City of La Porte  
604 W Fairmont Parkway  
La Porte, Texas 77571

Re: Bid Tabulation and Recommendation of Award for  
Bid 17003 Park Drive Sidewalk Improvements  
RPS Klotz Associates Project No. 0127.018.000 / 007407

Dear Mr. Givens:

We have reviewed the six (6) bids received by City of La Porte on May 3<sup>rd</sup>, 2017 for the construction of the above-referenced project. A Bid Tabulation spreadsheet was prepared and is attached for your reference. As indicated in the attached bid tabulation, GW Phillips Concrete Construction, Inc. was the lowest bidder at a total base bid price of \$335,186.00 and a total of \$16,500.00 for alternate #1 and \$34,190.00 for alternate #2.

The engineer's estimate of \$371,619.75 was approximately 10% higher than the lowest bid with all other bids being much higher.

We have ranked the Contractor's base bid prices from lowest bid to highest bid in Table 1 below:

**Table 1 – Base Bid Rankings**

No. 1	\$ 335,186.00	GW Phillips Concrete Construction, Inc.
No. 2	\$ 423,465.00	2K Contracting, Inc.
No. 3	\$ 446,015.00	AAA Asphalt & Paving
No. 4	\$ 566,590.00	Teamwork Construction Services, Inc.
No. 5	\$ 634,755.00	Brooks Concrete, Inc.
No. 6	\$ 682,820.20	P2MG, LLC

There were several mathematical and typographical errors found while compiling the contractors bid tabulations; however, there were no errors found in the bid for the apparent low bidder, GW Phillips Concrete Construction, Inc. The errors for all bids have been highlighted in the attached Bid Tabulation.

**BID TABULATION**  
**PARK DRIVE SIDEWALK IMPROVEMENTS**  
**CITY OF LA PORTE**  
**RPS KLOTZ ASSOCIATES PROJECT NO. 0127.018.000**  
**MAY 3, 2017**

Item No.	Description	Est. Quantity	Units	Engineer's Estimate		GW Phillips Concrete Construction, Inc.		2K Contracting, Inc.		AAA Asphalt & Paving		Teamwork Construction Services, Inc.		P2MG, LLC		Brooks Concrete, Inc.	
				Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total
<b>BASE BID</b>																	
1	General Requirements (limit to 5% of total)	1	LS	\$16,000.00	\$16,000.00	\$15,960.00	\$15,960.00	\$13,750.00	\$13,750.00	\$12,500.00	\$12,500.00	\$25,000.00	\$25,000.00	\$34,157.54	\$34,157.54	\$17,500.00	\$17,500.00
2	Project Sign	1	LS	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$825.00	\$825.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,808.75	\$2,808.75	-	\$-
3	Preparation of Right of Way	1	LS	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$4,600.00	\$4,600.00	\$2,500.00	\$2,500.00	\$12,000.00	\$12,000.00	\$25,331.33	\$25,331.33	\$8,000.00	\$8,000.00
4	Remove Existing Concrete Sidewalk and Curb	162	SF	\$8.00	\$1,296.00	\$3.00	\$486.00	\$3.60	\$583.20	\$15.00	\$2,430.00	\$10.00	\$1,620.00	\$14.24	\$2,311.49	\$100.00	\$1,800.00
5	Concrete Sidewalk (6' Wide)	24000	SF	\$5.56	\$133,440.00	\$6.00	\$144,000.00	\$9.20	\$220,800.00	\$9.00	\$216,000.00	\$9.50	\$228,000.00	\$9.56	\$229,194.00	\$124.25	\$335,340.00
6	Concrete Slotted Curb	2980	LF	\$8.00	\$23,840.00	\$4.50	\$13,410.00	\$3.45	\$10,281.00	\$7.00	\$20,860.00	\$19.00	\$56,620.00	\$41.50	\$123,676.23	\$8.00	\$23,840.00
7	Curb Ramp (Type 7)	26	EA	\$1,500.00	\$39,000.00	\$1,200.00	\$31,200.00	\$2,070.00	\$53,820.00	\$1,250.00	\$32,500.00	\$1,920.00	\$49,920.00	\$1,629.08	\$42,355.95	\$2,000.00	\$6,000.00
8	Curb Ramp (Type 12)	1	EA	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,990.00	\$2,990.00	\$2,200.00	\$6,600.00	\$2,200.00	\$2,200.00	\$3,019.97	\$3,019.97	\$2,200.00	\$2,200.00
9	Concrete Driveway Replacement	3875	SF	\$3.25	\$12,593.75	\$7.00	\$27,125.00	\$11.80	\$45,725.00	\$10.00	\$38,750.00	\$10.00	\$38,750.00	\$7.88	\$30,515.63	\$10,000.00	\$70,000.00
10	Asphalt Pavement Repair	250	SY	\$40.00	\$10,000.00	\$16.00	\$4,000.00	\$51.75	\$12,937.50	\$54.00	\$13,500.00	\$125.00	\$31,250.00	\$23.95	\$5,988.26	\$36.00	\$9,000.00
11	Adjust Valve Boxes to Grade	2	EA	\$500.00	\$1,000.00	\$300.00	\$600.00	\$115.00	\$230.00	\$350.00	\$700.00	\$850.00	\$1,700.00	\$494.45	\$988.90	\$250.00	\$500.00
12	Roadside Ditch Regrading	3500	LF	\$7.50	\$26,250.00	\$8.00	\$28,000.00	\$3.45	\$12,075.00	\$10.00	\$35,000.00	\$8.00	\$28,000.00	\$4.46	\$15,618.75	\$17.50	\$61,250.00
13	Block Sodding (16" Wide Sod)	575	SY	\$4.00	\$2,300.00	\$5.00	\$2,875.00	\$4.60	\$2,645.00	\$6.00	\$3,450.00	\$10.00	\$5,750.00	\$9.02	\$5,187.48	\$6.00	\$3,450.00
14	Hydro-mulch Seeding	13500	SY	\$1.00	\$13,500.00	\$0.48	\$6,480.00	\$0.38	\$5,175.00	\$0.40	\$5,400.00	\$0.50	\$6,750.00	\$1.27	\$17,199.66	\$0.55	\$7,425.00
15	Pedestrian Rail	110	LF	\$90.00	\$9,900.00	\$140.00	\$15,400.00	\$30.00	\$3,300.00	\$190.00	\$20,900.00	\$78.00	\$8,580.00	\$241.92	\$26,610.94	\$500.00	\$55,000.00
16	Relocate Existing Mail Boxes	14	EA	\$500.00	\$7,000.00	\$150.00	\$2,100.00	\$261.00	\$3,654.00	\$200.00	\$2,800.00	\$450.00	\$6,300.00	\$658.65	\$9,221.13	\$100.00	\$1,450.00
17	Relocate Existing Roadway Signs	11	EA	\$500.00	\$5,500.00	\$150.00	\$1,650.00	\$345.00	\$3,795.00	\$400.00	\$4,400.00	\$400.00	\$4,400.00	\$589.84	\$6,488.21	\$100.00	\$1,100.00
18	Install Pedestrian Advance Warning Signs	13	EA	\$500.00	\$6,500.00	\$450.00	\$5,850.00	\$300.00	\$3,900.00	\$500.00	\$6,500.00	\$750.00	\$9,750.00	\$1,860.80	\$24,190.36	\$300.00	\$3,900.00
19	Reflectorized Pavement Markings for Crosswalks and Stop Bars (Type I) (24" White)	1500	LF	\$10.00	\$15,000.00	\$4.50	\$6,750.00	\$4.60	\$6,900.00	\$6.75	\$10,125.00	\$8.00	\$12,000.00	\$8.40	\$12,600.00	\$7.70	\$11,550.00
20	Installation and Maintenance of Traffic Control Devices	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,600.00	\$4,600.00	\$7,500.00	\$7,500.00	\$9,500.00	\$9,500.00	\$20,711.25	\$20,711.25	\$8,000.00	\$8,000.00
21	Tree Protection	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$1,380.00	\$1,380.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00	\$3,370.50	\$3,370.50	\$1,500.00	\$1,500.00
22	SWPPP Requirements (Silt Fence, Inlet Protection, Construction Entrances)	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$4,370.00	\$4,370.00	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00	\$9,489.08	\$9,489.08	\$3,000.00	\$3,000.00
23	Site Restoration	1	LS	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$5,175.00	\$5,175.00	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00	\$31,714.98	\$31,714.98	\$3,000.00	\$3,000.00

<b>BASE BID TOTAL</b>	<b>\$371,619.75</b>	<b>\$335,186.00</b>	<b>\$423,510.70</b>	<b>\$452,615.00</b>	<b>\$566,590.00</b>	<b>\$682,750.38</b>	<b>\$710,455.50</b>
<b>WRITTEN TOTAL</b>	<b>N/A</b>	<b>\$335,186.00</b>	<b>\$400,510.70</b>	<b>\$452,615.00</b>	<b>\$566,590.00</b>	<b>\$682,750.38</b>	<b>\$710,455.50</b>
<b>CORRECTED TOTAL</b>	<b>N/A</b>	<b>N/A</b>	<b>\$423,465.70</b>	<b>446,015.00</b>	<b>N/A</b>	<b>\$682,820.20</b>	<b>\$634,755.00</b>

Item No.	Description	Est. Quantity	Units	Engineer's Estimate		GW Phillips Concrete Construction, Inc.		2K Contracting, Inc.		AAA Asphalt & Paving		Teamwork Construction Services, Inc.		P2MG, LLC		Brooks Concrete, Inc.	
				Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total
<b>ALTERNATE #1</b>																	
1	Landscape Block Retaining Wall	750	SF	\$30.00	\$22,500.00	\$22.00	\$16,500.00	-	-	\$30.00	\$22,500.00	\$30.00	\$22,500.00	\$96.40	\$72,300.38	\$31.00	\$23,250.00

<b>ALTERNATE #1 TOTAL</b>	<b>\$22,500.00</b>	<b>\$16,500.00</b>	<b>N/A</b>	<b>\$22,500.00</b>	<b>\$22,500.00</b>	<b>\$72,300.38</b>	<b>\$23,250.00</b>
<b>WRITTEN TOTAL</b>	<b>N/A</b>	<b>\$351,686.00</b>	<b>N/A</b>	<b>\$22,500.00</b>	<b>\$22,500.00</b>	<b>\$72,300.38</b>	<b>\$710,455.50</b>
<b>CORRECTED TOTAL</b>	<b>N/A</b>	<b>\$16,500.00</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$72,300.00</b>	<b>N/A</b>

Item No.	Description	Est. Quantity	Units	Engineer's Estimate		GW Phillips Concrete Construction, Inc.		2K Contracting, Inc.		AAA Asphalt & Paving		Teamwork Construction Services, Inc.		P2MG, LLC		Brooks Concrete, Inc.	
				Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total	Unit Price	Bid Item Total
<b>ALTERNATE #2</b>																	
1	24" HDPE Pipe	95	LF	\$60.00	\$5,700.00	\$90.00	\$8,550.00	-	-	\$65.00	\$6,175.00	\$75.00	\$7,125.00	\$173.25	\$16,458.75	\$46.75	\$4,441.25
2	24" RCP	70	LF	\$80.00	\$5,600.00	\$110.00	\$7,700.00	-	-	\$85.00	\$5,950.00	\$110.00	\$7,700.00	\$90.45	\$6,331.50	\$115.00	\$8,050.00
3	Fill Material	430	CY	\$5.00	\$2,150.00	\$18.00	\$7,740.00	-	-	\$24.00	\$10,320.00	\$45.00	\$19,350.00	\$54.32	\$23,357.60	\$36.00	\$15,480.00
4	Connect Proposed Pipe to Existing Pipe	6	EA	\$500.00	\$3,000.00	\$450.00	\$2,700.00	-	-	\$750.00	\$4,500.00	\$750.00	\$4,500.00	\$6,319.69	\$37,918.13	\$525.00	\$3,150.00
5	Area Drain Basins	5	EA	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00	-	-	\$1,200.00	\$6,000.00	\$1,200.00	\$6,000.00	\$8,914.97	\$44,574.86	\$1,575.00	\$7,875.00

<b>ALTERNATE #2 TOTAL</b>	<b>\$21,450.00</b>	<b>34,190.00</b>	<b>N/A</b>	<b>\$32,945.00</b>	<b>\$44,675.00</b>	<b>\$128,639.12</b>	<b>\$38,996.25</b>
<b>WRITTEN TOTAL</b>	<b>N/A</b>	<b>369,376.00</b>	<b>N/A</b>	<b>\$32,945.00</b>	<b>\$44,675.00</b>	<b>\$128,639.12</b>	<b>\$38,996.25</b>
<b>CORRECTED TOTAL</b>	<b>N/A</b>	<b>34,190.00</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$128,640.84</b>	<b>N/A</b>

**Notes**

- Total Alternate Cost was Added to the Base Bid
- Mathematical Error in Bid Form. Value Shown is the Incorrect Value Written on Bid Form, Correct Totals are Shown under "Corrected Total"
- Incorrect Bid Form Was Used.
- Written Value on Bid Form did not Match Numerical Value

6-2-2017

City of La Porte  
2963 North 23<sup>rd</sup> Street  
La Porte, Texas  
(Via e-Mail: [givensk@laportetx.gov](mailto:givensk@laportetx.gov))

Attn: Mr. Kennard Givens

**Re: Construction Materials Testing Services For:  
Park Drive Sidewalk Improvements  
TWE Proposal No. P17-L055**

Mr.: Givens

Tolunay-Wong Engineers (TWE) appreciates the opportunity to submit our detailed proposal to provide construction materials testing and inspection services for the above referenced project.

Upon your favorable review, we would appreciate the opportunity to meet with you to discuss the details of our proposal, as well as answer any questions you may have regarding its content. As always, our proposed scope of services and estimated quantities are negotiable as they are based upon information available to us at this time.

We appreciate your consideration for this project. If we may be of immediate assistance, please do not hesitate to contact this office.

Respectfully submitted,

**Tolunay-Wong Engineers, Inc.**



Michael Melendez  
Project Manager – Houston Area Industrial  
[mmelendez@tweinc.com](mailto:mmelendez@tweinc.com)

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## INTRODUCTION

TWE understands the importance of this project to your company and the special needs associated with construction of a project of this type. Of particular importance is for the overall project team to be comprised of experienced professionals working together toward a common objective. This objective is to obtain a quality project, meeting the intent of the project specifications, as well as completion on schedule and within budget.

From our laboratory facility, we will provide experienced engineering technicians to perform the on-site testing and inspection services. Additionally, we meet the requirements of ASTM E-329 “Standard Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials Used in Construction” regarding qualifications of the testing laboratory.

## WORK PLAN

TWE’s approach to providing materials testing services is to assign qualified engineering technicians, directed by Senior Professional Engineers, experienced in their respective disciplines. Our assigned Project Manager will provide communication, service direction, and overall project coordination. It is presumed that the contractor and ready-mixed concrete producer will be encouraged to provide their own formalized quality control program separate and apart from our acceptance inspection/testing program stated herein.

We anticipate providing the majority of the required testing services for this particular project on a **“Call-Out”** basis. The anticipated services required on this project are as follows:

- A. In-Place Soil Compaction (nuclear method)
- B. Cast In-Place Concrete Inspection/Testing

All reports of materials tests and inspection services provided will be issued to appropriate members of the project team. In the event individual reports indicate potential problems or items of non-conformance to the project specifications, you will be contacted as soon as possible.

## COST ESTIMATE & GENERAL NOTES

In this section of the proposal you will find our cost estimate. Additional services or tests requested and not specifically addressed in Section III of this proposal will be invoiced per the standard fees set forth in our 2016 Fee Schedule.

Based on information provided to us at this time and an estimated construction schedule, we have established what we believe is the most realistic cost estimate for this project. Please remember that the units stated are only an **estimate**. Due to factors beyond our control such as weather, unforeseen conditions, subcontractor expertise, subcontractor scheduling, etc., the cost of our services may vary from the estimated amount.

We estimate the cost of the construction materials testing for our proposed Scope of Services will be **\$5,845.00** as detailed in the following section, although all services will be invoiced on a time and materials basis.

A minimum 4-hour labor equivalent charge is applicable for all field testing and inspection services. Overtime rates for field personnel are applicable for all hours worked in excess of 8 hours per day, weekends, and holidays and are assessed at 1.5 times the standard rates. All field hours will be charged portal to portal from our laboratory facility. All sample pick-ups will be charged travel time from portal to portal and will include associated vehicle charges. Engineering consultation and evaluation in connection with any laboratory testing service will be charged at a rate of approximately one hour for each 20 hours of field work performed.

Our prices include copies of the reports distributed via e-mail in accordance with your instructions. Additional copies can be mailed at \$0.50 per page. Direct expenses incurred in connection with the project will be invoiced at cost plus 15% for handling. Travel and lodging expenses for out of town assignments will be invoiced at cost plus 15% or \$150.00 per day, whichever is greater. Our terms are net 30 days upon receipt of invoice. Invoices will be submitted on a monthly basis.

## COST SETIMATE SUMMARY

SERVICE DESCRIPTION	UNITS	UNIT RATE	COST
Construction Materials Technician , Hr. <sup>1,2</sup>	60	\$40.00	\$2,400.00
Nuclear Gauge, day	3	\$50.00	\$150.00
Vehicle charge, day	15	\$50.00	\$750.00
Proctors, Ea.	2	\$155.00	\$310.00
Comp. Strength of Concrete Test Cylinders, Ea. <sup>3,4</sup>	60	\$20.00	\$1,200.00
Sample Pick Up, trip	3	\$125.00	\$375.00
Percent finer than # 200	2	\$40.00	\$80.00
Plastic and Liquid limits	2	\$65.00	\$130.00
Project Manager, Hr. <sup>5</sup>	3.0	\$100.00	\$300.00
Admin, Hr. <sup>5</sup>	3.0	\$50.00	\$150.00
<b>TOTAL ESTIMATE</b>			<b>\$5,845.00</b>

**ASSUMPTIONS**

The cost estimate is based on the following unit rates, our experience on similar projects and the following assumptions:

1. 3 days of Soil testing at 4.0 hours
2. 12 days of Concrete testing at 4.0 hours
3. Cylinders - Sidewalk / 15 sets of 4 (60 total)
4. 1 hr. for every 20 hrs. worked

**CLOSING**

Tolunay-Wong Engineers has established a reputation for excellence in the materials engineering field through a business philosophy based on quality professional services responsive to the needs of our clients. We thank you for the opportunity to serve you with this philosophy.

Accepted by: \_\_\_\_\_

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

Date: \_\_\_\_\_

PO/Authorization: \_\_\_\_\_

January 9, 2017

Mr. Kennard Givens  
Department of Public Works  
City of La Porte  
2963 North 23<sup>rd</sup> Street  
La Porte, Texas 77571

Re: Proposal for Construction Phase Services for the Park Street Sidewalk Improvements  
in La Porte, Texas  
RPS Klotz Associates Project No. 0127.018.000

Dear Mr. Givens:

RPS Klotz Associates appreciates the opportunity to provide the City of La Porte (Client) with construction phase services for the referenced project. As requested by the City, the scope of the construction phase services will be considered an additional service under the existing contract. The various aspects of the work are outlined below.

**Additional Services**

**Construction Phase Services**

1. Conduct preconstruction conference to discuss general and specific requirements for fulfilling the Construction Contract. RPS Klotz Associates will prepare an agenda and provide meeting notes.
2. Working with the City's inspector, RPS Klotz will assist with the review of monthly pay estimates by providing comments submitted by the Contractor. RPS Klotz will review monthly pay estimates and sign for preliminary approval. All final approvals of each Contractor's pay estimate will be the responsibility of the City.

**FEES**

This scope of work will be considered an additional service to the existing contract and will be billed on a time and materials bases:

<u>Additional Services</u>	<u>Fee Basis</u>	<u>Fee Amount</u>
Construction Phase Services	Hourly	\$ 4,920
<b>GRAND TOTAL</b>		<b>\$ 4,920</b>

This proposal is based on the following assumptions:

- The City will act as Construction Manager and will provide day-to-day inspection services.
- The City will review and respond to all RFIs, shop drawings, and submittals prepared by the Contractor.
- The City will review and approve all Change Orders.
- RPS Klotz Associates will not attend any progress meetings for site visits as part of this scope of work.
- All or any permits required will be handled by the City.
- Final approval of each pay estimate will be the responsibility of the City.
- Construction procedures will be based on City of La Porte requirements.
- The Substantial and Final Walkthroughs will be conducted by the City. The associated Punch List will be prepared by the City.

We appreciate the opportunity to submit this proposal to you and look forward to continue working with the City of La Porte on this project. If this proposal is acceptable, please sign below and provide a copy of this executed fee proposal by email. If you have any questions or need additional information, please do not hesitate to call me at your convenience.

Sincerely,

City of La Porte

  
Mike McClung, P.E., CFM  
Project Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

MRM:ng

\_\_\_\_\_  
Printed Name

**HARRIS COUNTY**  
**ENGINEERING DEPARTMENT**

1001 Preston, 7<sup>th</sup> Floor  
Houston, Texas 77002  
(713) 755-5370

December 27, 2016

City of La Porte, Texas  
604 Fairmont Parkway  
La Porte, Texas 77571  
Attn: Corby Alexander, City Manager

**SUBJECT: Interlocal Agreement between Harris County and the City of La Porte, Texas for the County to contribute funds to La Porte's Project to design, construct, and maintain improvements to Park Street from South Blackwell to Fairmont Parkway in Precinct 2.**

Dear Mr. Alexander:

The subject Agreement was executed by Harris County Commissioners' Court on December 6, 2016. Enclosed for your record is a fully executed original agreement. If you have any questions or need additional information, please call me at (713) 274-3659.

Sincerely,



Bill Nobles, P.E.  
Interagency Agreement Coordinator

BN/bs

Attachment

cc: Commissioner Jack Morman      Paul Briggs  
    Dave Walden                      Nora Martinez  
    Jeremy Phillips                  Central File  
    Arcadio Avalos  
    Misty Rios  
    Tammy Fuselier  
    Jennifer Almonte  
    Terry Jones

## INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **City of La Porte, Texas** (“City”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and City may each be referred to herein individually as a “Party” or collectively as the “Parties.”

### RECITALS

Whereas, City intends to construct sidewalk, drainage, and traffic control improvements (“Improvements”) along Park Drive, a County-maintained street right-of-way, from South Blackwell Street to Fairmont Parkway (“Project”);

Whereas, City will be responsible for design and construction of the Project and will maintain the Improvements in perpetuity;

Whereas, it is to the mutual benefit of the County and the City to construct the Project, in furtherance of the County’s “Safe Route to School” program;

Whereas, City is willing to administer the design and construction of the Project, the total cost of which is estimated at \$357,000.00 (“Project Cost”);

Whereas, County will contribute in the fixed amount of \$150,000.00 towards the Project Cost (“Funding Share”);

Whereas, the governing bodies of each Party find that this Agreement is necessary for the benefit of the public and that the performance of this Agreement is in the common interest of both Parties;

Whereas, the governing bodies of each Party have the legal authority to perform and provide the governmental function which is the subject matter of this Agreement;

Whereas, County and City desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Project.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

### TERMS

#### Section 1. Responsibilities of the Parties

##### A. City’s Responsibilities

- (i) Implementation. Upon execution of this Agreement by the Parties, City will provide for and manage implementation of the Project as defined in the recitals and as illustrated on the Location Map attached hereto as Exhibit A and incorporated herein by reference for all purposes.
- (ii) Design and Engineering. City will provide, or cause to be provided, the design, engineering services, and related support services necessary to prepare the plans,

specifications, and estimates ("PS&E") for the Project. The PS&E shall be made available to County for review, comment, and approval. Should the County desire to make changes to the design of the Project, the Parties agree to meet and resolve all issues in order to finalize an agreed-upon design for the Project.

- (iii) Construction; Award, Bid, and Administration. City shall also be responsible for the construction of the Project. Upon approval of the PS&E for the Project, City will advertise the Project for bid and administer all phases of the construction contract. City shall award the contract for construction of the Project to the responsible bidder who submits the lowest and best bid, in accordance with the usual and customary procedures of the City, subject to certification of the availability of funds by City, for the Project. It is expressly agreed and understood that the City reserves the right to reject all bids. In such event, the City, in its discretion, may either re-advertise for bids pursuant to the same understanding with regard to rejection of bids or terminate this Agreement as provided for herein. The City's determination of the responsible bidder who submits the lowest and best bid for the Project shall be final and conclusive.
- (iv) Maintenance and Repair. Upon completion of construction of the Project, City shall assume responsibility for the maintenance and repair of the Improvements to the extent and in the same manner as other like facilities within the City. County will not be responsible for the ongoing maintenance or condition of the Improvements.
- (v) Payment. City is responsible for payment of all costs, fees, and/or expenses for the design and construction of the Project, as estimated in the recital above, as same become due.

**B. County's Responsibilities**

- (i) County Funding Share. County's sole obligation under this Agreement is to contribute the Funding Share. Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that County's expenditures necessary to satisfy its obligations under this agreement are subject to certification of funds by the Harris County Auditor, and the County is not obligated to expend more than the maximum sum of \$150,000.00 to satisfy its obligations under this Agreement, but either Party may at its option make further funds available. County shall not be responsible for the actual construction of the Project or the performance of the work, other than for the contribution of the County's Funding Share as provided herein.
- (ii) County shall continue to be responsible for maintenance and repair of the remainder of the Park Street right-of-way. County shall not be responsible for the maintenance or condition of the Improvements during or after construction of the Project.

**Section 2. Funding of the Project**

- A. City shall be responsible for payment of all costs, fees, and/or expenses for the design and construction of the Project as same become due, which the City has estimated to be \$357,000.00.
- B. Upon completion of the Project, City may seek reimbursement from County for the Funding Share. County will remit the Funding Share to City no later than forty-five (45) days after reimbursement is requested in writing by City.

- C. The Funding Share paid by the County to the City pursuant to this Agreement shall not be used by the City for any purpose other than paying for or reimbursing the City's cost in administering and/or constructing the Project.

### **Section 3. Right of Entry, Access, and Review**

- A. During the construction of the Project, City will have full right of entry and access onto the Park Street right-of-way, as necessary to complete installation of the Improvements. Furthermore, after completion of the Project, County agrees that City will have a perpetual right of entry and access onto the Park Street right-of-way for the purpose of maintaining the Improvements.
- B. During the construction of the Project, County will have the full right of access to the construction site and shall have the right to review all documents, maps, plats, records, photographs, reports or drawings affecting said construction. County shall give notice by telephone to the City prior to any inspection of either the construction site or documents. County may make such changes and amendments to the drawings and specifications within the general scope of the Project as the County Engineer deems necessary or desirable during construction, provided however, County shall not unreasonably interfere with the work in progress.
- C. The County and its authorized representatives shall have the right to review and audit all books, records, vouchers and documents of whatever nature related to City's performance under this Agreement during the period of performance of this agreement and for three (3) years thereafter or for so long as there exists any dispute or litigation arising from this agreement.

### **Section 4. Maintenance and Repair**

- A. Responsibilities of the Parties. As provided for herein, County shall have no responsibility for the condition or maintenance of the Improvements. City agrees to accept full responsibility for the perpetual maintenance and the repair, at no cost to the County, (i) for as long as the Improvements remain in place and the County has not removed Park Street from the County's system of roads and (ii) the Agreement has not been terminated by mutual written agreement and consent of the Parties.
- B. Definition/Meaning of Maintenance and Repair. Maintenance required by the City hereunder shall include, but not be limited to, maintaining the intended function and the aesthetic appearance of the Improvements. It shall also include removing and relocating the Improvements if the County determines that it will be desirable due to changes in applicable regulations, including the Texas Accessibility Standards, and/or planned future improvements to the intersections, such as signalization and/or construction of additional lanes.
- C. Timing of Repair and Interim Safety Measures. City agrees to make necessary repairs to the Improvements as soon as reasonably practicable. Should the deficiencies requiring such repairs endanger the public, City shall implement interim safety measures until it can provide such maintenance and/or make the necessary repairs. However, the County may provide such measures on behalf of the City without prior notice to the City if the County, in its sole discretion, determines that it is necessary to implement interim safety measures until such time as the City can provide its own safety measures. In any event, City agrees to provide necessary maintenance and make necessary repairs within one-hundred and twenty (120) days.
- D. Prevention and Repair of Damage. In performing maintenance and repair work, City shall follow necessary safety measures and shall take measures to prevent damage to persons and property

resulting from the conditions that the City is responsible for repairing and maintaining and resulting from repairs thereto.

- E. Notice of Repair and Maintenance. City shall notify the County in writing before commencement of repair or maintenance work under this Section. If the repair or maintenance is of an emergency nature, such notification may be provided by telephone and confirmed in writing as soon as reasonably practicable thereafter.
- F. Failure to Maintain. If the County believes the City has failed to perform its maintenance or repair duties pursuant to this Agreement, the County shall notify City in writing explaining how the County believes the City has failed to perform its maintenance or repair duties as required by this Agreement and allow the City sixty (60) days to cure any such failure ("Notice to Cure"). If the City has not taken reasonable steps to cure such failure within sixty (60) days of receipt of the Notice to Cure, then the County may, in its sole discretion, alter, reduce, replace, remove, or authorize other changes to the Improvements, at the City's sole expense, including an administrative cost equal to 10% of the cost.

### **Section 5. Ownership and Control**

Notwithstanding any provision of this Agreement that might be construed to the contrary, the Improvements shall be considered part of the Road and owned by the County. The County may at any time alter or remove such Improvements, if and when the County, in the sole discretion of the County Engineer or the County's Precinct 2 Road and Bridge Superintendent, determines it interferes with the proper use, safety, or operation of the Roads, or its right-of-way, for road purposes, or is necessary in order to make improvements to the Roads. The County agrees that the City may replace, repair, or reconstruct Improvements altered or removed by the County pursuant to this Section, at the City's sole cost and expense and subject to approval of plans and specifications by the County. Otherwise, upon complete removal of the Improvements, the City's maintenance responsibility shall end.

### **Section 6. Liability of the Parties**

Each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

### **Section 7. Term and Termination**

- A. This Agreement is effective as of the date that it has been approved and executed by all Parties ("Effective Date") and remains in force and effect (i) for as long as the Improvements remain in place and the County has not removed Park Street from the County's system of roads and (ii) the Agreement has not been terminated by mutual written agreement and consent of the Parties.
- B. This Agreement may be terminated by mutual written agreement and consent of the City and the County.
- C. If the County permanently removes Park Street from the County's system of roads for any reason, the City will have no further maintenance responsibility for the Improvements under this Agreement.

## Section 8. Miscellaneous

- A. Non-Assignability. No Party shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party hereto.
- B. Notice. Any notice required to be given under this Agreement (“Notice”) shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or City at the following addresses

City:                               City of La Porte, Texas  
604 Fairmont Parkway  
La Porte, Texas 77571  
Attention: Corby Alexander, City Manager  
Email: Alexanderc@laportetx.gov

County:                           Harris County Engineering Department  
1001 Preston Avenue, 7th Floor  
Houston, Texas 77002-1893  
Attention: Interagency Agreement Coordinator  
Email: bill.nobles@hcpid.org

Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days’ written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. Effect of Agreement. This Agreement supersedes any and all other discussions, negotiations and representations of any kind and represents the entire Agreement of the Parties concerning the subject herein.
- D. Modifications. Any oral or written representations or modifications concerning this instrument shall not be effective, excepting a subsequent written modification signed by both Parties.
- E. Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- F. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- G. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of

this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

**HARRIS COUNTY**

By: Ed Emmett R7  
Ed Emmett  
County Judge

**CITY OF LA PORTE, TEXAS**

By: [Signature]  
[Mayor's Name]  
Mayor

APPROVED AS TO FORM:

VINCE RYAN  
County Attorney

ATTEST

By: [Signature]  
City Secretary

By: [Signature]  
James M. Lemond  
Assistant County Attorney  
CAO File No.: 16GEN1458

APPROVED AS TO FORM:

By: [Signature]  
City Attorney, La Porte, Texas



LOCATION OF SIDEWALK  
SAFE ROUTES TO SCHOOL.



EXHIBIT A

**ORDER OF COMMISSIONERS COURT**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on DEC 06 2016, with all members present except None.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF LA PORTE, TEXAS FOR THE COUNTY TO CONTRIBUTE FUNDS TO LA PORTE'S PROJECT TO DESIGN, CONSTRUCT, AND MAINTAIN IMPROVEMENTS TO PARK STREET FROM SOUTH BLACKWELL TO FAIRMONT PARKWAY IN PRECINCT 2**

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. Commissioner Locke seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Gene L. Locke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED THAT:**

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Interlocal Agreement between Harris County and City of La Porte, Texas for the County to contribute funds to La Porte's Project to design, construct, and maintain improvements to Park Street from South Blackwell to Fairmont Parkway in Precinct 2.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**Presented to Commissioner's Court**

**DEC 06 2016**

APPROVE C/L  
Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_



HARRIS COUNTY, TEXAS  
COMMUNITY SERVICES DEPARTMENT

David B. Turkel  
Executive Director  
Ken Fickes  
Transit Services Director

Office of Transit Services  
8410 Lantern Point Drive  
Houston, Texas 77054  
Tel (713) 578-2000  
Fax (713) 578-2190

December 6, 2016

County Judge Emmett and  
Commissioners Locke, Morman, Radack and Cagle

AGENDA LETTER

Please consider the following item on the Commissioners Court Agenda for December 6, 2016:

Approval of an Interlocal Agreement between Harris County and the City of La Porte, Harris County, Texas ("La Porte") for the construction of sidewalks and other transit amenities along the transit routes in La Porte (Precinct Two) at no cost to the County.

Thank you for your assistance with this request.

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Locke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Sincerely,

David B. Turkel, Executive Director  
Community Services Department

DBT/krf/gs

Presented to Commissioner's Court

DEC 06 2016

APPROVE CIL  
Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_

HARRIS COUNTY  
BUDGET MANAGEMENT  
DEPARTMENT  
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**INTERLOCAL AGREEMENT  
TRANSIT ENHANCEMENT PROJECT  
CITY OF LA PORTE, TEXAS**

In 2010, Harris County and the City of La Porte began providing Fixed Route Bus service in La Porte. In 2014, Harris County and the City of La Porte began the installation of six (6) passenger shelters and anticipate doing more in the future. A limited amount of sidewalk improvements were provided during the shelter installation process in La Porte.

Biking and walking provide important connections to public transportation. Sidewalks and ADA ramps provide a safe way to make those connections and to help eliminate barriers to disabled individuals. They also provide a solution to what is commonly referred to as the "Last Mile/First Mile" accessibility issue. Under the Americans with Disabilities Act ("ADA") and Federal Transit Administration rules, transit providers are required to provide transit amenities along their routes that provide for barrier free mobility. The provision of sidewalks significantly aids in access to transit service.

CSD's Office of Transit Services has funding available for such improvements from the Federal Transit Administration ("FTA") provided the improvements are within 1/2 mile of a transit stop. As such, additional sidewalks, ADA ramps and side-walk extensions from present transit shelters and stops are planned for installation in La Porte. The funding will come from the FTA with the City of La Porte providing the local share to pay for the remainder of the cost.

The proposed sidewalk improvements for La Porte are \$357,000 with Baytown paying \$71,400 in local funds and \$285,600 in FTA grants funding the balance.

We anticipate starting this project before the end of calendar year 2017. A description of the project is attached to this summary.

Approval of the Interlocal Agreement is recommended.

## PROJECT DESCRIPTION

The scope of the Project is to install up to 4,400 linear feet of sidewalk and 23 ADA ramps along Park Drive from San Jacinto Street to South Lobit Street within the City of La Porte. The sidewalks being replaced are dilapidated with numerous tripping hazards. The new sidewalks will significantly reduce traffic danger to pedestrians along these routes. This project will benefit users of the fixed route transit system and enhance mobility access for individuals who reside or work within La Porte.

La Porte shall be responsible for implementing the Sidewalk Improvements Project during the term of this Agreement as follows:

PROJECT LOCATION	SIDEWALK (LINEAR FT)	# OF ADA RAMPS
Park Drive from San Jacinto Street to South Lobit Street	4,400	23
<b>TOTAL</b>	<b>4,400</b>	<b>23</b>

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND  
THE CITY OF LA PORTE FOR THE SIDEWALK IMPROVEMENTS PROJECT**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Interlocal Agreement, entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its governing body and the Harris County Community Services Department (the "Department"), and City of La Porte ("La Porte"), a body politic and corporate under the laws of Texas. The County and La Porte are referred to herein collectively as the "Parties" and individually as a "Party."

**I.     RECITALS**

WHEREAS, the County has received funds from the United States Department of Transportation (USDOT) administered through the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (5307); and

WHEREAS, the primary purpose of the FTA 5307 Grant Program, pursuant to 49 U.S.C. 5307, is to make Federal resources available to urbanized areas for transit capital and operating assistance in urbanized areas and for transportation related planning; and

WHEREAS, the County and La Porte entered into an agreement on or around October 26, 2010 for the provision of Fixed Route Bus services within La Porte which provided that La Porte would construct certain transit stops, but did not provide for sidewalk improvements at such stops; and

WHEREAS, the County and La Porte desire to enter into a separate agreement whereby the County will grant FTA 5307 Grant funds to La Porte for the purpose of installing up to 4,400 linear feet of sidewalk improvements and 23 ADA ramps along Park Drive within the City of La Porte, collectively known as the "Project", which is an eligible activity under the rules and regulations regarding the FTA 5307 Grant Program; and

WHEREAS, the County wishes to engage La Porte to assist the County in utilizing the FTA 5307 Grant funds; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

## II. SCOPE OF SERVICES

### A. Eligible Activities

La Porte shall provide the activities described in **Exhibit A** and shown in **Exhibit G**, attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with the requirements of 49 U.S.C. 5307 and all regulations issued there under.

### B. Project Requirements

La Porte shall be responsible for administering the FTA 5307 Grant Project in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Project.

La Porte certifies and agrees that the activities carried out with funds provided under this Agreement shall meet the requirements of the FTA 5307 Grant Program. La Porte agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet the requirements of the FTA 5307 Grant Program for each activity in each reporting period.

La Porte shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. La Porte shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the County shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement. At the County's request personnel whose licenses have become invalid or are canceled during the term of the Agreement, will be removed from performing Services under this Agreement.

### C. Performance Monitoring

La Porte shall be cooperative with program and financial monitoring visits and/or investigations performed by County staff, the Harris County Auditor, FTA, and/or the United States Office of Inspector General (OIG). Substandard performance as determined by the County and/or FTA will constitute non-compliance and breach of this Agreement. County will notify La Porte in writing of any deficiencies. County's notice will specify the amount of time La Porte has to correct the deficiencies. La Porte's failure to correct substandard performance after being notified by the County will result in further corrective action by the County including, but not limited to, termination of this Agreement, pursuant to the United States Office of Management and Budget (OMB) Super Circular 2 CFR Part 200. Furthermore, La Porte agrees to be cooperative with monitoring and/or investigations performed by FTA and to comply with their findings.

### D. General Administration

#### 1. Drawings, Plans, Bid Specifications & Construction Documents

Within two hundred-forty (240) days after the date of the Agreement is executed, La Porte shall prepare and submit all final drawings, plans, cost estimates and

specifications for the Project. La Porte shall be responsible for incorporating into the bid specifications any and all FTA and any and all County requirements, including the "Harris County Community Services Department Construction Policies and Guidelines," attached as **Exhibit C**.

La Porte shall ensure that the specifications require the Contractor/Subcontractors to furnish adequate Public Liability Insurance and Worker's Compensation Insurance pursuant to the laws of the State of Texas, and Payment Bond and Performance Bond pursuant to the applicable sections of OMB Super Circular 2 CFR Part 200.

Once approved, the complete set of drawings, plans, cost estimates and specifications shall be incorporated into this Agreement as part of **Exhibit A**.

2. Temporary Project Sign and Workspace

La Porte shall ensure that the specifications include the delivery and installation by contractor of one 4'-0" X 8'-0" temporary project sign pursuant to County requirements. La Porte shall ensure that the cost of the sign is included in all bids. La Porte shall ensure that the specifications require the Contractor to furnish adequate workspace at the construction site for County inspection and monitoring staff, if applicable.

3. Bidding and Selection of Contractor and Subcontractors

La Porte agrees and understands that all contracted and subcontracted construction activity carried out under this Agreement shall be selected and executed pursuant to federal procurement regulations set in OMB Super Circular 2 CFR Part 200 and to County policy and procurement guidelines.

After the County's written approval of the drawings and specifications as set out above, La Porte shall advertise for and receive bids for the construction of the Project in accordance with approved drawings and specifications which bidding procedure shall be in accordance with this Agreement.

Upon receipt and tabulation of the bids for the Project, La Porte shall determine the lowest and most responsible bidder for the construction of the Project. Within fifteen (15) days after receipt of bids, La Porte shall forward, or cause to forward, to the County, copies of all bids received, copy of all bid bonds, and bid tabulation for the County's review and approval. The County reserves the right to approve the award of the bid. In the event the lowest and most responsible bid for the construction of the Project is an amount that would result in the total cost of the Project being equal to or less than the sum allocated in the construction line item of the budget, detailed in **Exhibit B** of this Agreement, La Porte shall notify the County of the amount of the lowest and most responsible bid for the Project.

In the event the lowest and most responsible bid for the construction of the Project is an amount in excess of the sum allocated in the construction line item of the

budget, detailed in **Exhibit B** of this Agreement, La Porte shall have the following four (4) options:

- a. La Porte shall notify the County of the bid and request in writing additional funds to fund the construction costs to meet the lowest and most responsible bid received by La Porte. If the County approves the use of additional funds to meet the lowest and most responsible bid, then La Porte, upon receipt of such notification, shall proceed to let the contract, incorporating all required provisions, and continue with construction of the Project; or
- b. La Porte shall notify the County of the bid and agree in writing to pay the additional cost of the Project. In the event La Porte agrees in writing to pay the additional costs, then and in that event, La Porte shall proceed to let the contract and continue with the construction of the Project. If La Porte fails to agree in writing to pay said additional costs and the County fails to use contingency funds, then and in that event, La Porte may reject all bids and elect not to proceed with the letting of the contract and terminate the Project without any further obligations to the County; or
- c. La Porte shall notify the County of the bid and undertake to negotiate with the County for the County to agree in writing to reduce or delete specific items in the bid proposal so that bids will be within the amount available for construction. In the event the County agrees in writing to reduce or delete items in the bid proposal, La Porte shall re-bid the Project and proceed as if it were the original bid; or
- d. La Porte shall reject all bids and elect not to proceed with the letting of the contract and terminate the Project, giving the County written notice of its termination.

4. **Construction Contract and Subcontractor Written Agreements**

Within fifteen (15) days after notification by the County to La Porte that the bid has been approved, La Porte shall provide written notice of award to the lowest and most responsible bidder, in accordance with applicable Federal, State and local procurement procedures and regulations. La Porte shall contract directly with its Contractor, incorporating all requirements of this Agreement herein. The contract between La Porte and its Contractor and all contracts between the Contractor and its Subcontractors shall be in accordance with the guidelines of this Agreement and with all applicable FTA regulations and applicable sections of OMB Super Circular 2 CFR Part 200.

La Porte shall be responsible for incorporating into the construction contract any and all FTA and County requirements, including the "Harris County Community Services Department Construction Policies and Guidelines," attached as **Exhibit C**. The construction contract must contain the required insurance and bonding; in lieu of one or more of the bonds otherwise required pursuant to Section VI (D) of this Agreement, La Porte may provide or cause to be provided one or more

irrevocable letters of credit in favor of the County in a form acceptable to the County.

La Porte shall submit to the County the form of the construction contract for review and approval prior to executing the construction contract with its selected Contractor. Within forty-five (45) days after the County's written approval of the construction contract form, La Porte shall execute the construction contract with its selected Contractor.

La Porte shall ensure that the Contractor enters into written agreements with each Subcontractor who does work covered by this Agreement. These subcontracts must incorporate the requirements of **Exhibit C** and shall be subject to review, upon request, by the County.

5. Construction Start Date, Construction Schedule and Completion of Work

Construction Start Date – La Porte shall ensure that the construction commences within the time pursuant to Exhibit A. La Porte shall notify or cause to notify the selected Contractor with the Notice to Proceed, thereby locking in the Construction Start Date, and shall forward to the County a copy of the Notice to Proceed.

Construction Schedule – La Porte shall furnish or cause to furnish the County with a copy of the detailed Construction Schedule within seven (7) days of the Notice to Proceed. The schedule shall be a bar type schedule and shall be of sufficient detail to show construction sequence, proposed start dates and estimated completion dates for major parts of the construction work.

Completion of Work – La Porte shall ensure that, except in cases of force majeure, the construction of the Project shall be completed on or before the expiration of eighteen (18) months following the Construction Start Date unless extended pursuant to Section II(D)(6).

6. Schedule of Values, Payments to Contractor and Change Orders

Schedule of Values – La Porte shall furnish or cause to furnish the County with the Schedule of Values for the Project for review prior to the first partial payment.

Payments to Contractor – La Porte shall ensure that requests for payment are based on the unit prices of work completed, as detailed in the Schedule of Values and certified by La Porte's representative. La Porte, through its representative, shall ensure that the work performed by the selected Contractor shall be subject to retainage provisions of Section 2252.032 of the Texas Government Code, as it may be amended from time to time.

Upon completion of the Project, and acceptance as such by La Porte and the County, final payment shall be made to the Contractor releasing retainage. All pay requests and release of retainage shall be verified and signed by La Porte and the County.

La Porte shall make sure the following appears in La Porte's contracts with its contractors:

In accordance with Texas Government Code, Title 10 Chapter 2251 Sec. 2251.022, the Contractor shall provide payment to each Subcontractor and Supplier within ten (10) calendar days after receiving payment from Harris County CSD for amounts previously invoiced for work performed or materials furnished under the Contract. Subcontract payment provisions shall require payments to subcontractors within ten (10) calendar days after the prime Contractor received payment from Harris County CSD. Interest on late payments is subject to the provisions of Texas Government Code, Title 10, Chapter 2251, Vernon's Texas Codes Annotated regarding payments to subcontractors. Under Sec. 2251.023, subcontractors are also required to make payments to their subcontractors no later than the 10th day after the date the subcontractor receives payment from Contractor. Failure to pay subcontractors within 10 days and/or failure to submit appropriate certification of subcontractor payment will be considered in the review of the Contractor's performance of the contract and may result in the withholding of payment to the Contractor.

Change Orders – La Porte shall ensure that the cumulative increase in the construction contract shall not exceed twenty-five (25) percent of the original construction contract, and the original price of the contract may not be decreased by more than twenty-five (25) percent without the consent of the Contractor pursuant to Section 271.060 of the Texas Local Government Code. La Porte shall approve in writing and submit to the County for review and approval any change orders to the original construction contract, which shall be appropriately reflected in the Schedule of Values and subsequent pay requests. The County reserves the right to approve any change orders. Any extension of time given shall not release the Contractor or the surety from their Performance and Payment Bonds or from any obligations hereunder, which shall remain in full force and effect until the discharge of the Contractor. All change orders shall be verified and signed by La Porte and the County.

7. Inspections

During the construction of the Project, the County or its designee, La Porte, and FTA shall have the right to review all documents, maps, plats, records, photographs, reports or plans affecting said construction. La Porte shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the construction contract. La Porte understands and agrees to inspections performed by the County's representative. The County shall have full and final authority in all construction disputes. La Porte agrees to promptly make any corrections or modifications to the construction work as requested by the County to cause the construction to comply with this Agreement and any applicable FTA requirements.

8. Compliance with Public Facilities and Infrastructure Quality Standards

La Porte shall maintain documentation evidencing that the Project complies with all applicable Federal, state and local public facilities and infrastructure quality standards.

9. **Compliance Violation(s) Provisions**

La Porte shall ensure that the construction of the Project is conducted pursuant to applicable Federal, state, and local regulations and comply with any and all requirements detailed in the bid specifications, including any and all FTA requirements and any and all County requirements detailed in this Agreement.

The County shall enforce the compliance violations provisions detailed in **Exhibit C**, Section 13(D), for any and all violations for which the Contractor, through La Porte, has received a Notice of Non-Compliance or a wage restitution notification letter and failed to implement corrective actions within the allotted grace period of fifteen (15) to thirty (30) calendar days from the date of the written notice or letter.

E. **Matched Funds**

La Porte shall maintain and make available, for review by the County, source documentation for any matched funds contained in **Exhibit B** of this Agreement. Source documentation for matched funds may be requested at any time by the County and must be provided in a timely manner.

III. **TIME OF PERFORMANCE**

Services of La Porte shall start upon Harris County Commissioners Court approval of this Agreement and shall terminate when the Project is completed, but not later than eighteen (18) months following the commencement of construction, as specified in Section II (D)(5) of this Agreement unless the completion date is extended pursuant to Section II(D)(6). This Agreement may only be extended upon written request and/or receipt of a change order to and approval from the Executive Director of HCCSD or his designee.

IV. **EXPENSES AND PAYMENT**

A. **Budget**

La Porte shall perform the project activities within the monetary limits contained in **Exhibit B**, Budget. La Porte understands that the budget is based upon detailed information submitted by La Porte to the County and that any changes to the summary budget, attached at **Exhibit B**, will require La Porte to submit a modified detailed line item budget to the County for review and approval.

B. **Requesting a Budget Revision**

Any proposed reallocation of funds among various existing budget line items constitutes a budget revision. La Porte shall provide narrative justification for budget revision on letterhead and signed by the representatives, as stated in **Exhibit A**. A budget revision is

not approved for expenditure until La Porte receives written approval from the Executive Director of HCCSD, or his designee. Upon approval, La Porte shall provide a revised budget to the County. At the discretion of HCCSD management, no more than two (2) budget revision requests shall be allowed each year, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section III of this Agreement.

New line items or an increase or decrease in funds is a budget amendment and must be formally approved by the County. The County reserves the right to reallocate funds among approved budget line items in order to facilitate implementation of the approved project scope.

C. Maximum Amount to be Paid

La Porte shall be responsible for 20% of the Local Match requirement as shown in **Exhibit B**. Upon satisfaction of the Local Match requirement, the County shall reimburse La Porte after receipt of a reimbursement request. La Porte shall expend awarded funds in a consistent and timely manner. The County reserves the right to reduce any or all of the awarded funds due to untimely expenditure of said funds or Agreement non-compliance.

La Porte understands and agrees that the amount shown in **Exhibit B**, in the section "Maximum Amount to be Paid Under this Agreement." County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement until the Grant Funds are actually received by the County and only to the extent that such monies are actually received and certified available for this Agreement by the County Auditor, as evidenced by the issuance of a Purchase Order for the amount. In the event these Grant Funds are discontinued or reduced during the Agreement term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. If such a discontinuation or reduction occurs and the Parties are unable to renegotiate the Agreement upon mutually, acceptable terms, La Porte's sole and exclusive remedy shall be to terminate this Agreement. Failure to certify funds or to certify sufficient funding or any reason shall not be considered a breach of the Agreement. La Porte understands and agrees that the maximum the County shall become liable to pay shall not under any conditions, circumstances, or interpretations thereof exceed the amount contained in the Purchase Order, the amount which is expected to be available pursuant to the award of the Grant Fund for any purpose under this Agreement, including but not limited to payment for the sidewalk improvements, except to the extent additional funds are expressly made available for such purposes by the Commissioners Court of Harris County, at its sole option, and the Harris County Auditor certifies the availability of such funds for such expenditures. If the County does not make available additional funds, the sole remedy for La Porte shall be termination under this Agreement.

D. Payment for Eligible Expenses

La Porte understands and agrees that the County shall reimburse La Porte for only those costs that are eligible under applicable Federal rules, regulations, cost principles, and other requirements relating to reimbursement with FTA grant funds. The County may reimburse La Porte for the total costs, plus a fraction of the overhead costs, of those items that serve only clients from the County's service areas, provided that all reimbursements

shall be limited to the actual out-of-pocket expenses incurred by La Porte in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by La Porte as in-kind contributions from third parties for assistance to the Project. If indirect costs are charged, La Porte shall develop an indirect cost allocation plan determining the appropriate County share of administrative costs and shall submit such plan to the County for approval.

E. Payment Procedures

The County will reimburse La Porte based upon information submitted by La Porte and consistent with any approved budget and County policy concerning payment. Drawdowns for the payment of eligible expenses and general administration shall be made against the line item budget attached hereto as **Exhibit B** and in accordance with performance. Reimbursement requests must include an invoice with required source documentation on a form approved by the County and submitted on or before the tenth (10<sup>th</sup>) working day of the month for costs incurred during the preceding month. Prior to payment, the County and the Harris County Auditor must approve all invoices. Incorrect reimbursement request may be returned to La Porte for correction and resubmission.

Payments will be adjusted in accordance with advance fund and program income balances available in La Porte's accounts. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of La Porte.

Final reimbursement requests for La Porte shall be received by the County no later than sixty (60) days after completion of the Agreement period. Any requests received after sixty (60) days will not be processed for payment and this Agreement will become void and the remaining funds de-obligated. All unexpended FTA 5307 Grant funds by the La Porte will be de-obligated and recaptured by the County.

F. Retainage

Disbursement of funds under this Agreement shall be subject to retainage provisions of Section 2252.032 of the Texas Government Code, as it may be amended from time to time. If La Porte chooses to require retainage, La Porte shall include the following in all contracts used to complete the Services: The Contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Harris County CSD has also established the following additional mechanisms to ensure prompt payment and La Porte will include it in all contractual agreements.

**Billing Disputes:** If a payment dispute arises between the Contractor and any Subcontractor or Supplier related to this Contract, the Contractor shall provide a written response to the Subcontractor or Supplier, with a copy to the Project Manager, specifically addressing any disputed amounts. The Contractor should resolve all disputed invoices at the earliest time to avoid a delay in the submission of required subcontractor/supplier payment certifications that could delay payment to the Contractor. In the event that the Contractor cannot resolve a subcontractor or supplier disputed invoice, the Contractor shall bring the matter to the attention of the Contracting Officer at the time of submitting the Contractor's invoice for payment. The Project Manager will

investigate the situation and make a determination whether the Contractor's invoice should be processed for payment without the required subcontractor or supplier certification. The Project Manager will not mediate the dispute between the Contractor and any subcontractor or supplier in the resolution of disputed invoices. At no time will the Contractor invoice La Porte for amounts in dispute without prior notification to the Project Manager.

Subcontractors: The Contractor shall not, without the written consent of La Porte, terminate a subcontractor, or replace a subcontractor previously listed or permit such subcontract to be assigned or transferred, or allow that portion of the work to be performed by anyone other than the listed subcontractor, except the Contractor may perform a previously subcontracted portion of the work itself with qualified personnel upon written approval from La Porte. After award, the Contractor shall not enter into a subcontract for work to be performed without prior notification to La Porte. At no time will the Contractor invoice La Porte for amounts pertaining to subcontractors terminated or substituted without prior approval

G. Expenditure Performance

La Porte shall immediately notify the Executive Director of HCCSD, or his designee, of any problems, delays or adverse conditions that will affect the ability of La Porte to perform its obligations under this Agreement. Any such notice shall include a statement of actions taken or contemplated to be taken by La Porte to resolve such problems, delays or adverse conditions. La Porte shall also promptly notify the Executive Director of HCCSD, or his designee, if it anticipates accomplishing the activities set forth in this Agreement with a lower expenditure of funds than the amount allocated, or within a shorter period of time than the Agreement period.

La Porte further understands and agrees that should the County determine that La Porte will not use all of the funds allocated to La Porte under this Agreement, then the County shall reduce the amount allocated to La Porte under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other service providers in accordance with the County's procurement procedures. The County will notify La Porte in writing of its determination to reduce the amount allocated to La Porte under this Agreement and any such determination by the County shall be final.

H. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the County after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement submitted after the date of submission or receipt of the original request will be subject to approval by the County. No more than one Supplemental Request shall be allowed per month.

I. Withholding Payments

If FTA initiates an investigation into any matter covered under this Agreement, the County may withhold all payments until the results of the investigation have been revealed and resolved. Reimbursement to La Porte will be determined upon resolution of

the investigation by FTA.

J. Repayment of Ineligible Payments

IN THE EVENT FTA DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY COUNTY PAYMENT OR REIMBURSEMENT TO LA PORTE IS INELIGIBLE OR DISALLOWED, LA PORTE SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE COUNTY, AND THE COUNTY WILL REIMBURSE FTA FOR DISALLOWED OR INELIGIBLE COSTS. IF FTA INFORMS THE COUNTY THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, LA PORTE AGREES TO PAY AN EQUAL AMOUNT TO THE COUNTY PRIOR TO THE DEMAND DATE OF PAYBACK.

V. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of the County and La Porte, as provided in **Exhibit A, Scope of Services**.

VI. GENERAL CONDITIONS

A. Independent Contractor

La Porte shall operate as an independent contractor and not as an officer, agent, servant or employee of the County. La Porte shall have exclusive control of, and the exclusive right to control, the details of the work and services performed and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, program participants, licensees or invitees. The doctrine of *respondeat superior* shall not apply as between the County and La Porte, its officers, members, agents, servants, employees, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the County and La Porte. It is expressly understood and agreed that no officer, member, agent, employee, licensee or invitee of La Porte, nor any program participant hereunder, is in the paid service of the County and that the County does not have the legal right to control the details of the tasks performed hereunder by La Porte, its officers, members, agents, employees, program participants, licensees or invitees.

The County shall in no way nor under any circumstances be responsible for any property belonging to La Porte, its officers, members agents, employees, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

B. Indemnity

**LA PORTE SHALL PLACE THE FOLLOWING LANGUAGE IN EVERY CONTRACT LA PORTE USES TO COMPLETE THE SERVICES DESCRIBED IN THIS AGREEMENT:**

**CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE COUNTY AND ITS OFFICERS, AGENTS,**

**SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS DUE TO THAT ACTIVITIES OF CONTRACTOR, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS OR ANOTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAM DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES OF THE COUNTY.**

**CONTRACTOR SHALL ASSUME ALL LIABILITY AND RESPONSIBILITY FOR THE COUNTY AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAMS DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES OF THE COUNTY.**

**CONTRACTOR LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF THE COUNTY, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES OF THE COUNTY.**

**C. Insurance and Bonding**

**1. Public Liability Insurance**

La Porte agrees to require its Contractor/sub-Contractors to carry adequate Public Liability Insurance in the amounts required by State law. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the County under the laws of the State of Texas. At present, such amounts are as follows:

Bodily injury or death, per person	\$100,000
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Bodily injury or death, per occurrence	\$300,000
Property damage, per occurrence	\$100,000

La Porte understands that such insurance amounts shall be revised upward at the County's option and that La Porte shall cause its Contractor to revise such amounts within thirty (30) days following notice to La Porte of such requirements.

2. Worker's Compensation Insurance

La Porte shall cause its Contractor to furnish the County with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by State law, covering any and all employees active in the Program funded under this Agreement.

Accordingly, if La Porte has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code § 406.003, such documentation of self-insurance shall be provided to the County prior to, or with the submission of, the first reimbursement request.

3. Documentation of Insurance Coverage

La Porte shall cause its Contractor to submit to the County documentation that its Contractor has obtained insurance coverage as required in this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder. County will be listed as an additional insurance on all insurance policies.

4. Payment and Performance Bonding

La Porte shall cause its Contractor to furnish the County with Certificate of Insurance as proof that it has obtained and paid for a certificate of Payment Bond and Performance Bond, as required by State law, see **Exhibit D**. County shall be listed as a third party beneficiary of the bond. La Porte shall ensure the Contractors keep their bonds current for the duration of the term of the Agreement.

D. Forum and Venue

This Agreement is governed by the laws of the State of Texas. The exclusive forum for any action arising out of, in connection with, or in any way relating to the Agreement is in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action arising out of, in connection with, or in any way relating to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas. The County does not agree to binding arbitration or mediation. The County does not waive its right to a trial by jury.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

La Porte agrees to (1) comply with requirements set out in OMB Super Circular 2 CFR Part 200; (2) adhere to the accounting principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. La Porte shall administer its Program in conformance with OMB Super 2 CFR Part 200, for all costs incurred whether charged on a direct or indirect basis.

**B. Record-Keeping, Reports, and Audits**

**1. Records to be Maintained**

La Porte shall maintain all records required by this Agreement, records required by 49 U.S.C. 5307 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken is an eligible activity under the FTA 5307 Grant Program;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with FTA assistance;
- d. Financial records as required by 49 U.S.C. 5307 and OMB Super Circular 2 CFR Part 200; and

**2. Retention**

La Porte shall retain all records pertinent to expenditures incurred under this Agreement for a period of six (6) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for six (6) years after final disposition of such property.

**3. Construction Policies, Reports and Davis-Bacon and Related Acts Requirements**

La Porte shall ensure that each contract subject to Federal (Davis-Bacon and Related Acts) labor standards requirements must contain the appropriate contract provisions containing the labor standards clauses described in **Exhibit C**, Section 13. These clauses correspond to the Department of Labor (DOL) regulations prescribing the responsibilities of the Contractor and obligating the Contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the Contractor to ensure the payment of wages or liquidated damages, which may be found due.

La Porte shall ensure compliance with the Davis-Bacon and Related Acts (DBRA) requirements. La Porte shall furnish or cause to furnish documents evidencing compliance with the DBRA requirements, including but not be limited to the following:

- a. Certified Weekly Payrolls
- b. Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees
- c. Posting of Equal Employment Opportunity Poster, Notice to Employees Poster and Wage Decision(s)
- d. Certificate for Contracts, Grants, Loans and Cooperative Agreements
- e. General Contractor/ Subcontractor Profile

**NOTE: All of the above listed documents pertaining to the DBRA are required to be submitted by the prime Contractor, all Subcontractors and all third-tier subcontractors without exceptions.**

#### 4. Deadlines

DBRA compliance documents shall be submitted during the course of project construction pursuant to the deadlines in **Exhibit C**.

#### 5. Audits & Inspections

All records relevant to any matters covered by this Agreement shall be made available to the County, its designees or the Federal government, at any time during normal business hours, as often as the County or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. La Porte will respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipt by the La Porte. Any deficiencies must be fully cleared by La Porte. La Porte agrees to have an annual agency audit conducted in accordance with OMB Super Circular 2 CFR Part 200.

#### 6. Failure to Meet Record-Keeping, Reporting, Audit, and/or Inspection Requirements

La Porte's failure to comply with record-keeping, reporting, audits, and/or inspections as required by this Agreement is a breach of this Agreement and funding will be withheld from La Porte until such time as the reports are timely and accurately submitted. The County maintains the right to terminate this Agreement with La Porte for failure to keep records properly, submit reports for three (3) consecutive months, and/or cooperate with audits/inspections.

### C. Procurement

#### 1. Compliance

La Porte shall comply with the (1) public notice and (2) award of contract to the lowest and most responsible bidder procedures of the Municipal Purchasing Act, TEX. GOV'T CODE §252.001 *et seq.*, concerning the purchase of equipment and services and shall maintain an inventory record of all non-expendable personal property, as defined by County policy, that may be procured with funds provided hereunder. La Porte shall procure materials in accordance with the requirements

of OMB Super Circular 2 CFR Part 200, "Procurement Standards," and shall subsequently follow, "Property Standards," covering utilization and disposal of property.

D. Subcontracts

1. Approvals

La Porte shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such agreement.

2. Monitoring

La Porte shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

La Porte shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

La Porte shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to the County, along with documentation concerning the selection process. La Porte must adopt and utilize written selection criteria for use in the selection of subcontractors, which selection criteria must conform to the Procurement requirements of OMB Super Circular 2 CFR Part 200.

E. Federal Transit Administration Requirements

La Porte shall comply with all of the applicable FTA requirements in **Exhibit D**, including the four percent (4%) DBE participation requirement that has been established for this Agreement, and ensure that all of the applicable FTA requirements are made part of any subcontract(s) executed in the performance of this Agreement.

La Porte shall submit, as part of this Agreement, the following assurances and certifications:

1. FTA Requirements Acknowledgement, see **Exhibit D**.
2. Buy America Certification, see **Exhibit E**.
3. Lobbying Certification, see **Exhibit F**.

## IX. ASSIGNMENTS AND AMENDMENTS

### A. Assignability

La Porte shall not assign or transfer any interest in this Agreement without the prior written consent of the County. Notice of any such permitted assignment or transfer shall be furnished promptly to the County.

### B. Amendments

The County or La Porte may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or La Porte from its obligations under this Agreement.

Additionally, the County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the County and La Porte. No more than two (2) Amendments to the Agreement shall be allowed each year.

## X. TERMINATION OF AGREEMENT

### A. Automatic Termination

This Agreement automatically terminates at the end of the time of performance as specified in Section III., "Time of Performance," of this Agreement.

### B. Termination Without Cause

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by La Porte under this Agreement shall become the property of the County and La Porte jointly, and La Porte shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless FTA has determined through monitoring and/or investigative practices, that La Porte is not entitled to such compensation.

### C. With Cause

The County may terminate this Agreement for cause, in whole or in part, if La Porte fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare La Porte ineligible for any further participation in the County's FTA 5307 Grant Program, in addition to other remedies as provided by law. If the County has cause to believe La Porte is in noncompliance with this Agreement or any applicable rules and regulations, the County may withhold up to twenty-five (25) percent of said Agreement funds until such time as La Porte is found to be in compliance by the County, or is otherwise adjudicated to be in compliance.

D. Partial Terminations

Partial terminations of the Scope of Services in **Exhibit A** may only be undertaken with the prior approval of the County.

E. Breach of the Agreement

Termination of this Agreement shall not relieve La Porte of liability for any breach of this Agreement that occurs prior to such termination or expiration.

F. Close-outs

La Porte's obligation to the County shall not end until all closeout requirements described in OMB Super Circular 2 CFR Part 200 are completed to the satisfaction of the County and the Harris County Auditor. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the County of all unused materials, equipment, unspent cash advances, accounts receivable, and determining the custodianship of records.

G. Reversion of Assets

Upon expiration or termination of the term of this Agreement, La Porte shall transfer to the County any FTA 5307 Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of such funds. For any year following the expiration or termination of this Agreement that La Porte holds personal property attributable to funds hereunder, La Porte shall submit an Annual Report of Personal Property identifying the property and its location, with such report being filed with the County and the Harris County Auditor.

XIII. AGREEMENT REQUIREMENTS

Notwithstanding any provision of this Agreement, La Porte is required to comply with only the federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

XIV. INCORPORATION OF EXHIBITS

The following documents are a part of this Agreement:

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Budget</b>
<b>Exhibit C</b>	<b>Harris County Community Services Department Construction Policies and Guidelines</b>
<b>Exhibit D</b>	<b>FTA Requirements Acknowledgement</b>
<b>Exhibit E</b>	<b>Buy America Certification</b>
<b>Exhibit F</b>	<b>Lobbying Certification</b>
<b>Exhibit G</b>	<b>Project Map</b>

ATTEST:

CITY OF LA PORTE

By: Patrice Fogarty  
Name: Patrice Fogarty

By: [Signature]  
Name: Louis A. Rigby  
Title: Mayor  
Date Signed: 11-14-16

APPROVED AS TO FORM:

HARRIS COUNTY

VINCE RYAN  
Harris County Attorney

By: [Signature]  
AMY SAMPLES  
Assistant County Attorney

By: [Signature]  
DAVID B. TURKEL  
Executive Director, Harris County Community  
Services Department

Date Signed: 11-21-16

**AUDITOR'S CERTIFICATION**

I hereby certify that funds are available in the amount of \$285,600.00 for construction and related activities to pay the obligation of the County under this Agreement.

BARBARA J. SCHOTT  
County Auditor

## Exhibit A

### SCOPE OF SERVICES

#### I. Application

This Scope of Services is based on the proposal prepared and submitted by La Porte. However, in the event of any conflict between the proposal and any provision contained herein, this Agreement shall control. In addition to the activities listed below, La Porte agrees to operate this Project in accordance with the FTA 5307 Grant Program requirements and all other applicable Federal, state and local regulations.

#### II. Project Description

The scope of the Project is to install up to 4,400 linear feet of sidewalk and 23 ADA ramps along Park Drive within the City of La Porte as shown in **Exhibit G**, the "Project Map". The sidewalks being replaced are dilapidated with numerous tripping hazards. The new sidewalks will significantly reduce traffic danger to pedestrians along these routes. This project will benefit users of the fixed route transit system and enhance mobility access for individuals who reside or work within La Porte.

La Porte shall be responsible for implementing the Sidewalk Improvements Project during the term of this Agreement as follows:

PROJECT LOCATION	SIDEWALK (LINEAR FT)	# OF ADA RAMPS
Park Drive from San Jacinto Street to South Lobit Street	4,400	23
<b>TOTAL</b>	<b>4,400</b>	<b>23</b>

La Porte shall administer all activities in the provision of the aforementioned sidewalk improvements project in accordance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the County.

La Porte shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. La Porte shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the County shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

#### III. Activities

##### A. Operations and Maintenance

La Porte shall be responsible for the operations and maintenance of the sidewalk improvements described in **Exhibit A** upon completion of construction.

##### B. Project Delivery

La Porte shall be responsible for the delivery of the following activities in connection with the provision of the above-noted Project. The activities and the submission of reports and compliance documents shall include, but not be limited to the budget line item categories listed in the budget detail of **Exhibit B** and as detailed further below:

**ACTIVITIES, SCHEDULE, AND REQUIRED DOCUMENTS**

No.	Activity Name	Schedule	Reports and Compliance Documents
<b>I.</b>	<b>Construction</b>		
1.	Design	Within two hundred-forty (240) days from the date of this Agreement, La Porte shall submit the compliance documents to the County for review and approval.	Final set of drawings, plans, cost estimates, bid specifications and construction documents
2.	DRAFT Construction Contract	Within two hundred-forty (240) days from the date of this Agreement, La Porte shall submit a draft construction contract to the County for review and approval.	Copy of the draft construction contract
3.	Bid Out	Within fifteen (15) days after the County's approval of the bid specifications, La Porte shall advertise the project for at least two (2) consecutive weeks.	Copy of bid advertisement with affidavit
4.	Pre-bid Conference	La Porte shall hold a Pre-bid Conference, at least one week before bids are due.	Copy of attendance roster and meeting notes
5.	Bid Opening	La Porte shall hold a Bid Opening, at a minimum of two (2) weeks after the initial advertisement of project.	N/A
6.	Bids, Bid Tabulation and Recommendations	Within fifteen (15) days from the date of the Bid Opening, La Porte shall submit the compliance documents to the County for review and approval.	Copy of all bids, bid bonds, tabulation and recommendations
7.	Notice of Award	After the County's approval of the lowest and most responsible bid, La Porte shall issue the Notice of Award to the contractor within fifteen (15) days of approval by La Porte's City Council	Copy of Notice of Award
8.	Executed Construction Contract	La Porte shall provide an executed copy of the construction contract within fifteen (15) days after issuance of the Notice of Award	ORIGINAL copy of the executed construction contract
9.	Pre-construction Conference	Within seven (7) days after the date of the executed construction contract, La Porte shall hold the Pre-construction Conference.	Copy of attendance roster and meeting notes
10.	Construction Start Date	La Porte shall issue the Notice to Proceed to the contractor at the time of the pre-construction conference.	Copy of Notice to Proceed
11.	DBRA Compliance Documents	Within seven (7) days of the Construction Start Date and during the project construction, La Porte shall submit or cause to be submitted original compliance documents on a weekly basis.	ORIGINAL DBRA compliance documents
12.	Survey, Inspection, and Testing	La Porte shall perform survey, inspection and testing during the course of implementing the project, as applicable.	Copy of survey, inspection and testing reports, as applicable
13.	Final Walkthrough and Final Punch List	At the completion of the construction activities, La Porte shall hold a Final Walkthrough and issue the Final Punch List, as applicable	Copy of Final Punch List, if applicable, copy of the Certificate of Completion.

Time/Date variances to the schedule may be approved by the Executive Director of the HCCSD, or his designee, if reasonable justification is provided for the delay.

La Porte shall forward compliance documents upon completion of the activity, or as noted in the schedule.

In addition to normal administrative services required as part of this Agreement, La Porte agrees to document progress using reporting requirements specified in Section VII of this Agreement.

IV. Notice

County

David B. Turkel, Executive Director  
Harris County Community Services  
Department  
8410 Lantern Point  
Houston, Texas 77054

La Porte

Corby Alexander, City Manager  
City of La Porte  
604 W. Fairmont Parkway  
La Porte, Texas 77571

## Exhibit B

### BUDGET

CITY OF LA PORTE  
SIDEWALK IMPROVEMENTS PROJECT

#### Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed TWO HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED and 00/100 Dollars (\$285,600.00).

#### PROJECT SUMMARY

DESCRIPTION	FEDERAL FUNDS (FTA)	LOCAL MATCH FUNDS (LA PORTE)	TOTAL
<b>Project Costs</b>			
I. Construction	\$285,600.00	\$71,400.00	\$357,000.00
<b>Project Budget Total</b>	<b>\$285,600.00</b>	<b>\$71,400.00</b>	<b>\$357,000.00</b>

## Exhibit C

### HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT CONSTRUCTION POLICIES AND GUIDELINES

These policies are intended to assist those Contractors/Subcontractors receiving FTA 5307 Grant funds. They will facilitate the Contractors'/Subcontractors' understanding and compliance with applicable federal and county regulations, policies and processes where the Contractor is responsible for design, bidding and construction contract administration. If clarification is needed, call Gene Simeon, Compliance Manager, at 713-578-2000.

1. If federal funds will be used to retain consultants, La Porte must advertise Request for Qualification Statement (RFQ). La Porte shall submit the draft RFQ for approval prior to advertisement. The responding consultant's SF 330 qualification statements must be submitted for review to Harris County Community Services Department (HCCSD) prior to commissioning the consultants. Upon approval by HCCSD, La Porte may retain consultant(s).
2. La Porte shall advertise for bids and award contracts in compliance with the State of Texas bidding procedures and the following subsections of the OMB Super Circular 2 CFR Part 200:  
  
Subpart D 200.300-200.309, "Standards for Financial and Program Management"  
Subpart D 200.317-200.326, "Procurement Standards"  
Subpart D 200.333-200.337, "Records Retention and Access"
3. The preliminary drawings must be within the previously approved project scope. All construction projects must comply with Harris County requirements and the policies and procedures of the Harris County Purchasing Agent, Harris County Auditor, and HCCSD.
4. La Porte will incorporate into the construction documents any and all FTA requirements and all construction policies and guidelines contained herein. Final documents must be approved by the County prior to the execution of the contract for construction.
5. Prior to award of contract, the County will review the bid documents, the bidder's qualification statements and financial statements to ensure that the contractor has a good contracting record, adequate capitalization, equipment, and personnel to successfully complete the project, meets minority participation goals and that the bidder has not been debarred by FTA from working on federal contracts.
6. La Porte, La Porte's Representative, and the County shall conduct a pre-bid meeting and a pre-construction conference with the Contractor and Subcontractor(s).
7. The County shall furnish La Porte with specific compliance documentation at the pre-construction conference with the Contractor. Without exception, La Porte and the Contractor shall be responsible for ensuring compliance by all Subcontractors working on the project jobsite with employees covered by the Davis-Bacon Act.
8. La Porte shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the construction contract. La Porte understands and agrees to inspections performed by the County's representative. La Porte understands and agrees that the County's representative shall have full and final authority in all construction disputes.
9. La Porte and Contractor shall be responsible for preparing monthly pay requests to be reviewed by La Porte's representative prior to submittal for payment. Preparation will consist of a site meeting with La

Porte's representative and the Contractor's representative to accurately determine the percentage of completion of various components of the work and time used. La Porte, La Porte's representative, the Contractor, and the County's representative, will be required to sign each monthly estimate prior to being processed for payment.

10. All change orders must be approved in writing by La Porte prior to any alterations or modifications of the work or specifications. La Porte will be responsible for any increase in cost based on any change order required due to errors and/or omissions. Pursuant to Harris County procurement policies and Texas Local Government Code §271.060, total aggregate increases in the contract will not exceed twenty five percent (25%) of the **original construction contract** amount awarded to the lowest and most responsible bidder; and total decreases to the **original construction contract** may not exceed twenty five percent (25%) without the consent of the contractor.

11. La Porte must submit the following documentation to HCCSD **prior** to sending Notice of Award to proposed contractor **and** execution of the construction contract.

Prior to sending Notice of Award:

- Copy of the bid advertisement.
- Copy of the bid tabulations.
- Copies of all bids submitted.
- Copies of bidders' bid bonds or cashier's checks or letters or credit in favor of Harris County, in a form acceptable to the Harris County.
- Copy of the minutes and attendance roster of the bid opening.
- La Porte's recommendation of contractor.
- Request authorization from the County to award project to lowest and most responsible bidder.

Prior to execution of contract:

- Copy of DRAFT Construction Contract with contractor County review and approval.
- Copy of proposed subcontractor list along with subcontractor profiles.
- Certificates for Contracts, Grants, Loans and Cooperative Agreements – signed by the contractor.

12. La Porte must submit the following documentation **after** award of contract, but **prior** to Pre-Construction Meeting:

- Copy of the performance, payment and maintenance bonds.
- Copy of "Certificate of Authority" issued by the State Board of Insurance of Texas for the surety company. Only companies listed in the Department of the Treasury circular #570 (most recent issue) will be accepted.
- Certification of bid award by the City Council/Board.
- Original copy of the executed contract between the successful bidder and La Porte.
- Copy of the purchase order.
- Copy of subcontractor list.
- Schedule of Values based on standard Construction Specifications Institute (CSI) format (16 divisions) and given in labor and materials listed separately per line item including overhead and profit for each.
- Construction schedule (Bar Chart or Critical Path Method).

13. Davis Bacon and Related Acts Requirements

La Porte shall ensure compliance with the Davis-Bacon and Related Acts requirements and shall furnish or cause to furnish the required reports documenting compliance with the Davis-Bacon and Related Acts requirements.

Basic labor standards compliance parameters involve the payment to construction laborers and mechanics not less than the prevailing wage rate established in the wage determination for the type (classification) of work and the hours of work they actually performed. Contractors and subcontractors and any lower-tier subcontractors (employers) are required to prepare, certify and submit weekly payroll reports reflecting all of the laborers and mechanics (employees) engaged in construction of the site of the work. The certified payrolls must clearly indicate name, address, social security number, job classification, corresponding hourly pay rate, hours worked, and any other pertinent information requested on the form. Employers may also be required to submit related documents in order to demonstrate compliance with these standards. The County will not accept incomplete certified payrolls. All required documentation and forms submitted to County must be originals.

Each contract subject to Federal (Davis-Bacon & Related Acts) labor standards requirements must contain the appropriate FTA contract provisions containing the labor standards clauses. These clauses correspond to the U.S. Department of Labor (DOL) Regulations prescribing the responsibilities of the contractor and obligating the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages, which may be found due. These contract clauses are described below.

#### **A. Responsibility of the Principal Contractor.**

Basic labor standards compliance parameters involve the payment to all construction laborers and mechanics not less than the prevailing wage rate established in the wage determination for the type (classification) of work and the hours of work they actually perform. Contractors and subcontractors and any lower-tier subcontractors (employers) are required to prepare, certify and submit weekly reports reflecting all of the laborers and mechanics (employees) engaged in construction of the site of the work. Employers may also be required to submit related documentation in order to demonstrate compliance with these compliance parameters.

The principal contractor (also referred to as the prime contractor or general contractor) shall be responsible for the full compliance of all employers (contractors, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. For ease of reference, the term "contractor" shall mean the principal, prime contractor, or general contractor, "subcontractor" shall mean any and all subcontractors and lower-tier subcontractors, and the term "employer" shall include the contractor and any subcontractors and lower-tier subcontractors.

#### **B. Davis-Bacon Definitions & Compliance Parameters**

##### **(ii) Definitions.**

- a. Laborer or mechanic.** "Laborers" and "mechanics" are those individuals whose duties are manual or physical in nature including workers who are performing the work of a trade (e.g., Electrician). These terms include apprentices, trainees and, for contracts subject to CWHSSA, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that shall be paid not less than the Davis-Bacon wage rates.
- 4) Working foremen.** Foremen or supervisors that perform regularly construction work and devote **more** than 20% of their time as a laborer or mechanic are treated as "laborers" or "mechanics" for labor standards purposes for the time performing construction work.
- 5) Exclusions.** Persons whose duties are primarily administrative, managerial or clerical are not laborers or mechanics.

- b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship, which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor shall ensure the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

*See also Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics.*

- c. **Apprentices and Trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs, including *Set-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs (bona fide programs) are those which have been registered with DOL or DOL-recognized State Apprenticeship Council (SAC).

1) **Probationary apprentice.** A person in the first 90 days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such a program may be considered an "apprentice" provided that the BAT or SAC has certified that such person is eligible for probationary employment as an apprentice.

2) **Pre-apprentice.** A "pre-apprentice" person who has not been DOL or SAC certified for probationary apprenticeship is not considered to be an "apprentice" and shall be paid in full journeyman's rate on the wage decision for the classification of work they perform.

3) **Ratio of apprentices and trainees to journey man.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

- d. **Prevailing Wages.** The term "wages" means the basic hourly rate of pay plus any contribution irrevocably made by an employer to a bona fide fringe benefit fund, plan or program. All laborers and mechanics employed or working on the site of the work shall be paid unconditionally and not less often than once a week the full amount of wages and bona fide fringe benefits computed at rates not less than those contained in the wage determination. Employers who do not make contributions or payments to bona fide fringe benefit funds, plans, or programs shall pay an amount equivalent to the fringe benefit rate (if any) required on the wage determination directly to the employee added to the basic hourly rate of pay.

- e. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates **provided** the weekly earnings are sufficient to satisfy the wage requirement based upon actual hours, including any overtime, worked. If the weekly piece rate earnings are not sufficient, the employer shall re-compute weekly earnings based upon actual hours worked and the rate on the wage decision for the work classification(s) involved.

- f. **Fringe benefits** include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the above; unemployment benefits, life insurance, vacation or holiday pay; defraying costs of apprenticeship or similar programs; or other bona fide fringe benefits. In addition to contributions, fringe benefits may reflect the rate of costs to the employer that may be reasonably anticipated in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible program. Fringe benefits **do not** include benefits required by other Federal, State or local law, such as the employer's contribution to Social Security or some disability insurance payment.
- g. **Overtime** hours are defined as all hours worked on the site of the work in excess of 40 hours in any workweek. Overtime hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.
- h. **Deductions.** The employer may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up) any of their earnings. Allowable deductions which do not require prior DOL permission may include employee obligations for income taxes, Social Security payments, insurance premium, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.
- i. **Proper Designation of Trade.** Employers shall select a work classification on the wage decision for each worker based on the actual type of work they performed and shall pay each worker no less than the wage rate and fringe benefits required on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they are not considered by their employer to be fully trained as a Carpenter. NOTE that the only workers who can be paid less than the rate on the wage decision for their craft are apprentices and trainees registered in approved programs.
- j. **Split Classifications.** Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification **provided** that the employer maintains time records that accurately set forth the time spent in each classification in which work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.
- k. **Additional classifications and wage rates.** If the general contractor determines that the wage decision does not include a classification or classifications needed for the construction of the project, than the general contractor shall submit to the County a request for an **additional classification and wage rate**. The County shall review and forward the request for additional work classification and wage rate to FTA for review and preliminary approval. FTA shall review and shall forward the request for additional classification and wage rate to DOL for final review and approval. NOTE that the final decision rests with DOL.

The general contractor shall make the request for additional classification and wage rate in writing. All third party subcontractors shall submit their request for additional classification and wage rate to their general contractor for further processing. All requests shall identify the project, the project's wage decision, the additional work classification(s) that is (are) missing and recommend a wage rate and fringe benefits (usually the rate the employer

already is paying to the employees performing the work) for that classification. The primary contractor may need to describe the work that the new classification will perform.

The additional classification and wage rate request may be approved if:

- a. The requested classification is used by construction contractors in the area of the project. The area is usually defined as the *county* where the project is located.
  - b. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. In other words, if there already is an Electrician classification and wage rate on the wage decision, the general contractor cannot request another Electrician classification and wage rate.
  - c. The proposed wage rate for the requested classification “fits” with the other wage rates already on the wage decision. For example, the wage rate proposed for a trade classification such as Electrician shall be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision. And,
  - d. The workers that will be employed in the added classification (if it is already known who the workers are or will be), or the workers’ representative, must agree with the proposed wage rate.
1. **County Review.** County shall review the request for additional classification and wage rate to determine whether the request meets the DOL rules outlined above and forwards the request to FTA for further review and preliminary approval. If additional information is required, HCCSD shall contact the general contractor for more information. HCCSD shall inform the general contractor in writing in the event that HCCSD’s review finds that the request does not meet the above described rules. The written response shall also inform the general contractor of their option to revise and resubmit their request for additional classification and wage rate in order to meet the above described rules.
  2. **FTA Review.** The FTA Labor Relations field staff shall review the request for additional classification and wage rate to determine whether the request meets the DOL rules outlined above. If additional information is required, FTA shall contact the County for more information. If the FTA Labor Relations review finds that the request meets the rules, FTA shall forward to HCCSD their preliminary approval on the request and refer it to DOL for final review and approval. The County shall inform the general Contractor of FTA’s preliminary approval and referral to the DOL.

If the FTA Labor Relations review finds that the request for additional classification and wage rate does not meet the above described rules, FTA shall not approve the request. In this case, FTA shall forward to DOL the request with an explanation why FTA believes the request should not be approved. NOTE that the DOL holds the authority on the final decision on the request. The County shall inform the general contractor of FTA’s disapproval/ referral letter to the DOL.

3. **DOL Review and Decision.** The DOL shall respond to FTA in writing about the additional classification request and wage rate request. FTA shall forward to the County the final decision from DOL on the request, while the County, in turn, informs the prime contractor of DOL’s final decision to be implemented at the job site.

If DOL does not approve the contractor’s request, DOL’s written response to FTA shall include information about the classification and wage rate that shall be used by the contractor at the job site. Upon receipt from FTA copy of the DOL’s response and

instructions, the County shall inform the general contractor of DOL's denial and of any instructions about the classification and wage rate to be used at the job site.

*Additional classification criteria and procedures are discussed in more detail in DOL Regulations 29 CFR §5.5.*

- I. **Site of Work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. That is the "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. "Site of work" includes other adjacent or nearby property used by the contractor/subcontractor in the construction of the project (e.g. fabrication sites) provided they are dedicated exclusively or nearly so to the performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

### **C. Reporting Requirements**

#### **(i) Payrolls and Basic Records.**

Payrolls and basic records relating to such payrolls shall be maintained by each employer with respect to their own workforce employed on the site of the work. The principal contractor shall maintain such records relative to all laborers and mechanics working on the site of the work. Payrolls and related records shall be maintained during the course of the construction work and preserved by the contractor and all employers for at least 3 years following the completion of the work. Such records shall contain:

4. The name, address and social security number of each laborer and mechanic;
5. His or her correct work classification(s);
6. Hourly rates of pay including rates of contributions or costs anticipated for fringe benefits;
7. Daily and weekly number of hours worked, including any overtime hours;
8. Gross amount paid;
9. Deductions made and actual net wages paid;
10. Evidence pertaining to any fringe benefit programs;
11. Evidence of the approval of any apprenticeship or trainee program, the registration of each apprentice or trainee and the ratios and wage rates contained in the program.

*County may obtain copies of the WH-347 from the FTA Labor Relations Field staff for their jurisdiction.*

#### **(ii) Certified Payroll Reports.**

Certified weekly payroll reports (CPRs) shall be submitted with respect to each week any contract work is performed. Each contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce and with regard to the compliance of every subcontractor. For this reason, all CPRs and any related records are submitted to the HCCSD through the principal contractor.

- 1) **CPR format.** CPR information may be submitted in any form provided that the County Labor Standards Designee can reasonably interpret the information to monitor employer compliance with the labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347. HCCSD shall make available to each principal contractor a limited number of copies of the WH-347 for the contractor's reproduction and use.
- 2) **Submission requirements.** CPRs shall be submitted for each employer beginning with the first week such employer performs work on the site of the work until the work has been completed for the project. CPRs shall be submitted promptly following the close of each such pay week.
- 3) **CPR preparation.** CPRs for each employer shall be numbered sequentially beginning with "1" for the first week that work was performed at the job site. The CPR for the last week of work to be performed on the project by each employer shall be clearly marked Final.
  - a. **Project and Employer Information.** Each payroll shall identify the employer's name and address, the project name and number, project address, and the week ending date. The payrolls shall include the *week dates* in the spaces provided and the payrolls shall be numbered sequentially.
  - b. **Employee Information.** The first payroll on which each employee appears shall contain the employee's name, address and unique employee number. Thereafter, the address only need to be reported if there is a change in such information or if another employee has the same name.
  - c. **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentice's or trainee's registration in an approved program. A copy of the approved program pertaining to the wage rates and ratios shall also accompany the first CPR on which the first apprentice or trainee appears.
  - d. **Split Classifications.** For an employee that worked in a split classification, the employer shall make a separate entry for each classification of work performed distributing the hours of work for each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon total gross amount earned for all classifications. The division of hours worked in different classifications shall be accurately maintained and clearly reported.
  - e. **Hours worked at other job sites.** The CPRs should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the project for which the CPR is prepared, those "other jobs" hours should not be reported on the CPR. In these cases the employer should list the employee's name, classification, hours performed on this project only, and the rate of pay and gross earnings earned on this project. Deductions and net pay may be reflected based upon the employee's total earnings (for all projects) for the week.
  - f. **Rate of Pay.** Employers shall report the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer shall add the fringe benefit rate to the basic hourly rate of pay. Also, the employer shall list the overtime rate if overtime hours are worked.

- i. **Piece-work.** For any piece-work employee, the employer shall compute an *effective hourly rate of pay* for each employee each week based on the employee's piece-work earnings for that week. To compute the effective hourly rate of pay, the employer shall divide the piece-work earnings by the total number of hours worked each week, including consideration for overtime hours.

The effective hourly rate shall be reflected on the certified payroll and the hourly rate of pay may not be less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate of pay changes from week-to-week, only that the rate in no less than the rate on the wage decision for the classification of work performed.

NOTE that the overtime rate for piece-work shall be computed at one and one-half times the basic rate of pay plus any fringe benefits.

- ii. **Gross Wages Earned.** The employer shall show the gross amount of wages earned for work performed on this project. NOTE that the employees with work hours and earnings on other projects, the employer shall show gross wages for this project over gross earnings for all projects (for example, \$425.40/\$764.85) and base deductions and net pay for "all projects" earnings for that week.
  - iii. **Deductions.** The employer shall report the amounts of any deductions from the gross earnings. "Other" deductions shall be identified (for example, Savings Account, Loan Repayment, Child Support, etc.). Any voluntary deductions, that is, not required by law or by an order of proper authority, shall be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. Written authorization shall be signed by the employee and shall accompany the first payroll on which the deduction appears.
  - iv. **Net Pay.** The employer shall report the net pay on each payroll submitted.
- g. **Statement of Compliance (Weekly Payroll Certification).** Each weekly payroll shall be accompanied by a "Statement of Compliance." The Statement of Compliance shall be executed by the original signature of the principal executive of the employer or of a person authorized in writing by the principal. The Statement of Compliance shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347 which shall certify to the following:
1. That the weekly payroll contains the information required to be maintained and that the information is correct and complete;
  2. That each laborer or mechanic (including each apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; and
  3. That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. If the employer pays a portion of the required fringe benefits to programs and the balance directly to the employee, the employer shall explain those differences in the spaces provided on the Statement of Compliance. If the

employer pays the fringe benefits directly to the employees, then the employer shall add the cash equivalent of the fringe benefits to the reported basic hourly rate of pay.

- 4) **"No Work" payrolls.** Employers are not required to submit CPRs for weeks during which no work was performed on the site of the work provided that the CPRs are numbered sequentially and that the employer has provided written notice that its work on the project has been suspended.
- 5) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii) Other reports**

- a. Certificate From Contractor Appointing Officer or Employees to Supervise Payment of Employees;
- b. Certificate for Contracts, Grants, Loans and Cooperative Agreements;
- c. Contractor and Subcontractor(s) Profile(s); and

**(iv) Inspection of Records and On-site Interviews.**

Each employer shall make the required records (CPRs and related documents) available for inspection, copying or transcription by authorized representatives of the County, FTA or DOL. In addition, each employer shall permit authorized representatives to interview employees during working hours on the job site. Failure by any employer to submit the required records or to make them available, or to permit on-site employee interviews may, after written notice to the contractor, cause a suspension of any further payment, advance or guarantee of funds. In addition, failure to submit the records on request or to make them available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(v) Requests by Outside Parties for Payrolls.**

In order to protect the personal privacy interests of employees, copies of weekly payrolls shall not be released to outside parties and may be withheld under Exemption 6 of the Freedom of Information Act (FOIA) unless the employee's personal identifiers (e.g., name, address, social security number) are first deleted.

**(vi) Confidentiality.**

The identity of any person providing information concerning the labor standards compliance of any contractor or subcontractor shall not be disclosed in any manner to anyone other than the County or Federal officials unless written consent is provided in advance by such person. Additionally, any portions of a statement or written document provided by such person, which would reveal the identity of the source shall not be disclosed without prior written consent. Disclosure of such statements and documents shall be governed by the provisions of the FOIA and the Privacy Act of 1974.

- a. **Privacy Act Release.** The County's Labor Standards Designee shall make available a Privacy Act Release format to each person making a statement or providing documentation, which alleges underpayment of wages. The format shall permit such person to indicate whether disclosure of identity is authorized.

*The County may develop a form for its use in its jurisdiction for this purpose.*

- b. DOL investigatory materials.** From time to time, the DOL may furnish investigatory materials to the County or FTA in the course of its administration and enforcement operations. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than County or FTA staff responsible for administering the contract without prior approval from the DOL.

La Porte shall ensure compliance with the Davis-Bacon and Related Acts requirements and shall furnish or cause to furnish the required reports documenting compliance with the Davis-Bacon and Related Acts requirements. County will review all certified payrolls and conduct worker interviews and will hold the contractor responsible for compliance with labor requirements. The County reserves the right to withhold funds from the general contractor to compensate workers in accordance with the appropriate wage scales as promulgated by the U.S. Department of Labor.

#### **D. Compliance Violation(s) Provisions**

As required by the Davis-Bacon Act and applicable Harris County Guidelines, La Porte and the contractor shall be assessed fines for compliance violations.

- (i) The County shall issue a written Notice of Non-Compliance or wage restitution letter detailing each violation as it arises with instructions on how to cure the violation. The Notice of Non-Compliance or wage restitution letter shall provide for a fifteen (15) to thirty (30) calendar day grace period from the date of the written notice or letter for corrective actions.
  - (ii) Violations shall be punishable against La Porte or the Contractor on a per day/per violation basis and, provided the County has not received reports documenting corrective actions.
- 14. La Porte will not be permitted to perform any “force account work,” wherein La Porte uses its own employees, materials, and/or equipment. All portions of construction work will be subject to the competitive bidding process referenced above.
  - 15. La Porte’s contractor shall furnish, deliver, and install one 4’-0” X 8’-0” temporary project sign according to Harris County specifications. La Porte will ensure that the specifications will be made part of the project manual and the cost of the project sign will be included in all bids.

## Exhibit D

### FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

Harris County receives grant funds from the Federal Transit Administration (FTA). Therefore, the successful bidder will be required to comply with the federal statutes and regulations checked below. The following pages contain information for each clause checked below. Please review carefully and indicate your acknowledgement on the final page of this section if you agree to comply with these clauses should you be the successful bidder. Return this entire document with your bid or Agreement. **Note: Your signed commitment to comply is required for us to consider your submission responsive.**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> No Federal Government Obligations to Third Parties                | <input checked="" type="checkbox"/> Special DOL EEO Clause                    |
| <input checked="" type="checkbox"/> Program Fraud and False or Fraudulent Statements and Related Acts | <input checked="" type="checkbox"/> Disadvantaged Business Enterprises (DBEs) |
| <input checked="" type="checkbox"/> Access to Records Requirements                                    | <input checked="" type="checkbox"/> Prompt Payment                            |
| <input checked="" type="checkbox"/> Federal Changes   | <input type="checkbox"/> Recycled Products                                    |
| <input checked="" type="checkbox"/> Civil Rights (EEO, Title VI, & ADA)                               | <input checked="" type="checkbox"/> ADA Access                                |
| <input checked="" type="checkbox"/> Incorporation of FTA Terms  | <input type="checkbox"/> Special Notification for States                      |
| <input checked="" type="checkbox"/> Energy Conservation   |   |
| <input checked="" type="checkbox"/> Termination Provisions  |   |
| <input checked="" type="checkbox"/> Debarment and Suspension  |   |
| <input checked="" type="checkbox"/> Buy America   |   |
| <input checked="" type="checkbox"/> Disputes, Breaches, and Other Litigation                          |   |
| <input checked="" type="checkbox"/> Lobbying  |   |
| <input checked="" type="checkbox"/> Clean Air   |   |
| <input checked="" type="checkbox"/> Clean Water   |   |
| <input type="checkbox"/> Cargo Preference   |   |
| <input type="checkbox"/> Fly America  |   |
| <input checked="" type="checkbox"/> Davis Bacon Act   |   |
| <input checked="" type="checkbox"/> Copeland Anti-Kickback Act  |   |
| <input checked="" type="checkbox"/> Contract Work Hours and Safety Standards Act                      |   |
| <input checked="" type="checkbox"/> Bonding   |   |
| <input type="checkbox"/> Seismic Safety   |   |
| <input type="checkbox"/> Transit Employee Protective Arrangements                                     |   |
| <input type="checkbox"/> Charter Service Operations   |   |
| <input type="checkbox"/> School Bus Systems   |   |
| <input type="checkbox"/> Drug and Alcohol Testing   |   |
| <input type="checkbox"/> Patent Rights  |   |
| <input type="checkbox"/> Rights in Data and Copyrights  |   |

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **ACCESS TO RECORDS**

Contractor shall permit the authorized representatives of Harris County, the U.S. Department of Transportation (U.S. DOT), and the Comptroller General of the United States to inspect and audit all data and records of Transit Operations relating to its performance under this Contract. Contractor shall maintain complete and accurate records with respect to its performance under this Contract. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times. Contractor further agrees that Harris County shall have, until the expiration of three (3) years after final payment of this Contract, access to and right to examine any directly pertinent books, documents, papers, and records concerning this project.

## FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## CIVIL RIGHTS

*Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

*Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:

- a) *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b) *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c) *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630,

pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Harris County requests which would cause Harris County to be in violation of the FTA terms and conditions.

### **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **TERMINATION**

*Termination for Convenience:* The County may terminate this procurement, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Harris County to be paid the Contractor. If the Contractor has any property in its possession belonging to Harris County, the Contractor will account for the same, and dispose of it in the manner the Harris County directs.

(1) *Termination for Default [Breach or Cause]:* If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Harris County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(2) *Opportunity to Cure:* The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Harris County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- (3) *Waiver of Remedies for any Breach:* In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Harris County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Harris County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **BUY AMERICA**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder must submit to the FTA recipient the appropriate Buy America certification, see **Exhibit E**, with all bids on FTA-funded contracts, except those subject to a general waiver. Bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### **DISPUTES, BREACHES, OR OTHER LITIGATION**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification (see Exhibit 3A) required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; 40 CFR 15.61 and 49 CFR Part 18. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each

subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **CLEAN WATER**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [ *insert name of grantee* ] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or

program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees - (i) Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program,

the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **BONDING**

The Contractor agrees to provide contract performance and payment bonding as required by State law in Section 2253.021 of the Texas Government Code and comply with any other bonding requirements FTA may issue. The following criteria adequately protects the Federal interest for construction or facility Agreements with a value exceeding \$100,000:

1. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract; and
2. A payment bond on the part of the Contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to

their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract

or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **Goal**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Harris County's overall goal for DBE participation is 4%. A separate contract goal of **4% DBE Participation** has been established for this contract.

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **concurrent with and accompanying sealed bid**:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

**Bidders** must present the information required above as a **matter of responsiveness** (see 49 CFR 26.53(3)).

### **Nondiscrimination**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Harris County deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

### **Prompt Payment**

**Subcontractor and Supplier Payments:** In accordance with Texas Government Code, Title 10 Chapter 2251 Sec. 2251.022, the Contractor shall provide payment to each Subcontractor and Supplier within ten (10) calendar days after receiving payment from Harris County CSD for amounts previously invoiced for work performed or materials furnished under the Contract. Subcontract payment provisions shall require payments to subcontractors within ten (10) calendar days after the prime Contractor received payment from Harris County CSD. Interest on late payments is subject to the provisions of Texas Government Code, Title 10, Chapter 2251, Vernon's Texas Codes Annotated regarding payments to subcontractors. Under Sec. 2251.023, subcontractors are also required to make payments to their subcontractors no later than the 10th day after the date the subcontractor receives payment from Contractor. Failure to pay subcontractors within 10 days and/or failure to submit appropriate certification of subcontractor payment will be considered in the review of the Contractor's performance of the contract and may result in the withholding of payment to the Contractor.

**Retainage:** Harris County CSD does not normally require retainage on contracts other than contracts involving construction or installation of equipment or other components. If retainage is required, the Contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Harris County CSD has also established the following additional mechanisms to ensure prompt payment and will include it in all contractual agreements.

**Billing Disputes:** If a payment dispute arises between the Contractor and any Subcontractor or Supplier related to this Contract, the Contractor shall provide a written response to the Subcontractor or Supplier, with a copy to the Project Manager, specifically addressing any disputed amounts. The Contractor should resolve all disputed invoices at the earliest time to avoid a delay in the submission of required subcontractor/supplier payment certifications that could delay payment to the Contractor. In the event that the Contractor cannot resolve a subcontractor or supplier disputed invoice, the Contractor shall bring the matter to the attention of the Contracting Officer at the time of submitting the Contractor's invoice for payment. The Project Manager will investigate the situation and make a determination whether the Contractor's invoice should be processed for payment without the required subcontractor or supplier certification. The Project Manager will not mediate the dispute between the Contractor and any subcontractor or supplier in the resolution of disputed invoices. At no time will the Contractor invoice Harris County CSD for amounts in dispute without prior notification to the Project Manager.

**Subcontractors:** The Contractor shall not, without the written consent of Harris County CSD, terminate a subcontractor, or replace a subcontractor previously listed or permit such subcontract to be assigned or transferred, or allow that portion of the work to be performed by anyone other than the listed subcontractor, except the Contractor may perform a previously subcontracted portion of the work itself with qualified personnel upon written approval from Harris County CSD. After award, the Contractor shall not enter into a subcontract for work to be performed without prior notification to Harris County CSD. At no time will the Contractor invoice Harris County CSD for amounts pertaining to subcontractors terminated or substituted without prior approval.

#### **ADA ACCESS**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of

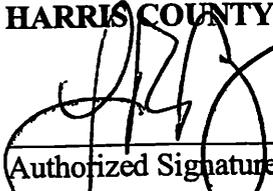
1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

Contractor understands that it is required to include the above clauses in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate.

### ACKNOWLEDGEMENT

BY SIGNING BELOW, I declare **LA PORTE**, has duly authorized me to acknowledge and bind its compliance with the required contract clauses above in this section. It is also understood the clauses above in this section are to be made part of the Agreement or any subcontract under the Agreement between **HARRIS COUNTY** and **LA PORTE** for the work described herein.

  
\_\_\_\_\_  
Authorized Signature

11-14-16  
\_\_\_\_\_  
Date

*City of La Porte*  
\_\_\_\_\_  
Company

*Mayor*  
\_\_\_\_\_  
Title



**Exhibit E**  
**BUY AMERICA CERTIFICATION**  
**(STEEL, IRON, AND MANUFACTURED**  
**PRODUCTS)**



La Porte agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

La Porte must submit to the County the appropriate Buy America certification (below) and with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Please indicate your selection below:**

- La Porte hereby certifies that it will comply with Title 49 U.S.C Section 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5 by only installing steel, iron, and manufactured products produced in the United States of America. La Porte further agrees that it will submit documentation to the County that demonstrate all steel and manufactured products are 100% manufactured in the United States.
- La Porte hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 5323(j)(1) and CFR Part 661.5; La Porte therefore requests a waiver for an exception per Title 49 U.S.C Section 5323(j)(2)(A), 4323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR Part 661.7.

  
 \_\_\_\_\_  
 Authorized Signature

11-14-16  
 \_\_\_\_\_  
 Date

*City of La Porte*  
 \_\_\_\_\_  
 Company

*Mayor*  
 \_\_\_\_\_  
 Title



Exhibit F  
LOBBYING CERTIFICATION



APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned La Porte certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

La Porte certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, La Porte understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Authorized Official

Louis R. Rigby Mayor Name and Title of Authorized Official

11-14-16 Date

# Exhibit G

## PROJECT MAP



**Legend**

- Ferry
- Street
- City Lot
- Block
- Right of Way

Disclaimer: This document is for informational purposes only and does not constitute an offer of insurance or any other financial product. It does not represent an offer of insurance or any other financial product. The City of La Porte makes no representation or warranty as to the accuracy of the information contained herein for a particular purpose. The user is responsible for independently verifying all information contained in this product. The City of La Porte makes no representation or warranty as to the accuracy of the information contained herein for a particular purpose. The user is responsible for independently verifying all information contained in this product. The City of La Porte makes no representation or warranty as to the accuracy of the information contained herein for a particular purpose. The user is responsible for independently verifying all information contained in this product.



**City of La Porte**  
 824 W. Highway 100  
 La Porte, TX 77571  
 (281) 474-3333  
[www.laportetx.gov](http://www.laportetx.gov)

### La Porte GIS Mapping

1" = 1,148'



THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, with the following members present, to wit: **DEC 06 2016**

Ed Emmett	County Judge
Gene L. Locke	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

And the following members absent, to-wit NONE, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF LA PORTE FOR THE SIDEWALK IMPROVEMENTS PROJECT**

Commissioner Cagle introduced an order and made a motion that the same be adopted. Commissioner Locke seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Locke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**RECITALS:**

THIS AGREEMENT, is made and entered by and between Harris County, a body politic and corporate under the laws of the State of Texas, herein called the "County," and the City of La Porte, a body politic and corporate under the laws of Texas, herein called, "La Porte."

WHEREAS, the County has received funds from the United States Department of Transportation (USDOT) administered through the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (5307); and

WHEREAS, the primary purpose of the FTA 5307 Grant Program, pursuant to 49 U.S.C. 5307, is to make Federal resources available to urbanized areas for transit capital and operating assistance in urbanized areas and for transportation related planning; and

WHEREAS, the County and La Porte entered into an agreement on or around October 26, 2010 for the provision of Fixed Route Bus services within La Porte which provided that La Porte would construct certain transit stops, but did not provide for sidewalk improvements at such stops; and

WHEREAS, the County and La Porte desire to enter into a separate agreement whereby the County will grant FTA 5307 Grant funds to La Porte for the purpose of installing up to 4,400 linear feet of sidewalk improvements and 23 ADA ramps along Park Drive within the City of La Porte, collectively known as the "Project", which is an eligible activity under the rules and regulations regarding the FTA 5307 Grant Program; and

WHEREAS, the County wishes to engage La Porte to assist the County in utilizing the FTA 5307 Grant funds; and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

- Section 1: The recitals set forth in this Agreement are true and correct.
- Section 2: The Executive Director of Harris County Community Services Department or his Designee is hereby authorized to execute an Agreement between Harris County and the City of La Porte for the partial funding of the Sidewalk Improvements Project, in the amount not to exceed \$285,600.00. The Agreement is attached hereto and made a part hereof for all purposes.
- Section 3: The Harris County Community Services Department and its Director or his Designee are authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purpose of this Agreement.

**Presented to Commissioner's Court**

**DEC 06 2016**

APPROVE C | L  
Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_

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## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 26, 2017 Appropriation  
Requested By: Ray Nolen Source of Funds: N/A  
Department: Emergency Medical Services Account Number: \_\_\_\_\_  
Report:  Resolution:  Ordinance:  Amount Budgeted: \_\_\_\_\_  
Other:  \_\_\_\_\_ Amount Requested: \_\_\_\_\_  
Attachments : Budgeted Item:  YES  NO

1. EMS - Non Member Fee Increase  
Appendix-A Fees (Marked-Up)
2. Ordinance

---

### SUMMARY & RECOMMENDATIONS

In 2005, the City of La Porte approved a Non-Member fee of \$1,500 per response for all EMS responses to non-participating industrial facilities/companies outside of the city limits of La Porte that elected to not enter into an agreement for EMS services from the City of La Porte and submit applicable fees.

This Non-Member fee, when applicable, is assessed to the industrial facility/company for payment and not passed onto the actual patient.

Participation in the Association of Bayport Companies (ABC) agreements for EMS services has decreased from 86% in 2006 to 41% in 2016. EMS received a recommendation from the ABC governing board to increase the Non-Member fee assessed by the City of La Porte in an effort to create more of an incentive for industrial facilities/companies to enter into the EMS agreement and pay applicable fees.

Participation in the BID (Battleground Industrial District) has remained flat since 2007. Overall participation since the City of La Porte began negotiating agreements with this area in 2007 has never been above 47% participating.

EMS is requesting Council approval to increase the EMS Non-Member Fee in "Appendix – A" of Chapter 30, Article III – City of La Porte, General Ordinances from \$1,500 per EMS response to \$3,000 per EMS response.

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

Consider approval or other action of an ordinance amending Chapter 30, Article III, Appendix-A of the General Ordinance increasing the Non-Member Fee for EMS from \$1,500 per response to \$3,000 per response.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

---

**Date**

APPENDIX A - FEES<sup>[1]</sup>

<b>Chapter 30. Emergency Services</b>		
<i>Article III. Emergency Medical Services</i>		
Treatment w/transport (ALS) .....	788.00	30-78
Treatment w/air transport (ALS) .....	790.00	
Treatment w/private transport .....	396.00	
Treatment with no transport (service charge) .....	396.00	
Mileage (loaded miles) .....	10.00 per mile	
Standby service fee (per hour) (2-hour minimum) .....	75.00	
No treatment/no transport .....	No charge	
Non-member fee (per event) .....	<del>\$1,500.00</del> \$3,000.00	

**ORDINANCE NO. 2017 - \_\_\_\_\_**

**AN ORDINANCE AMENDING “APPENDIX A, FEES,” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS, PERTAINING TO CHARGES FOR SERVICES RENDERED IN AREAS OUTSIDE OF THE CORPORATE LIMITS OF LA PORTE BY INCREASING “NON-MEMBER FEE (PER EVENT)” BY \$1,500.00, TO \$3,000.00; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

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

**Section 1.** Chapter 30 of Appendix A – Fees, “Emergency Services,” Article III, “Emergency Medical Services,” “Non-member fee (per event),” of the Code of Ordinances of the City of La Porte, Texas, is hereby amended and shall hereafter read as follows, to-wit:

...

“Non-member fee (per event) ....                      \$3,000.00”

**Section 2.** All ordinances or parts of ordinances of the City of La Porte, Texas, in conflict with any provision contained herein is hereby repealed to the extent of any conflict.

**Section 3.** If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance; and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

**Section 4.** 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 5.** This Ordinance shall be in effect from and after its passage and approval. The fees in this ordinance shall be effective upon passage and approval of this Ordinance, unless otherwise indicated.

PASSED AND APPROVED on this the \_\_\_\_\_ day of June, 2017.

CITY OF LA PORTE, TEXAS

By: \_\_\_\_\_  
Louis R. Rigby  
Mayor

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Clark T. Askins  
Assistant City Attorney

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 26, 2017 Appropriation  
Requested By: Corby Alexander Source of Funds: N/A  
Department: Administration Account Number: \_\_\_\_\_  
Report:  Resolution:  Ordinance:  Amount Budgeted: \_\_\_\_\_  
Other:  \_\_\_\_\_ Amount Requested: \_\_\_\_\_  
Budgeted Item:  YES  NO

### Attachments :

1. **Area Map**
2. **Comment Sheets (Opposed and In favor)**
3. **City Appraisal**
4. **Applicant Appraisal**

---

### **SUMMARY & RECOMMENDATIONS**

The City has received an application from Joseph and Evangelica Bertuglia to vacate, abandon and close a portion of the S. Holmes Avenue right-of-way, between Blocks 27 and 28, Town of La Porte. Staff's review of the application has determined no City or franchised utilities exist within the closing area.

In accordance with Sections 62-32 of the City's Code of Ordinances, an appraisal of the subject right-of-way has been obtained by the City in order to establish fair market value. The appraisal report has established a value of \$25.00 per square foot. Mr. Bertuglia has submitted a separate appraisal that would set the value at \$22.23 per square foot. Should Council choose to average the two appraisals the value would be \$23.62. Mr. Bertuglia is also request to only close half of the Holmes Street ROW. The total closing fees for the property, based on the two appraisals, would come to \$66,431.25. Should Council choose to rely solely on the original appraisal, the cost would be \$70,312.50. Based on the policy regarding proposed street closures for property along Galveston Bay, notifications were sent to property owners within 500' of the subject property. The responses are included in this packet.

At this time, staff is requesting direction regarding this closure. Should Council like to move forward, an ordinance and deed will be brought back at a subsequent meeting for Council consideration.

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

Provide staff with direction regarding proposed street and alley closure of a portion of S. Holmes right of way between Blocks 27 and 28.

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**Approved for City Council Agenda**

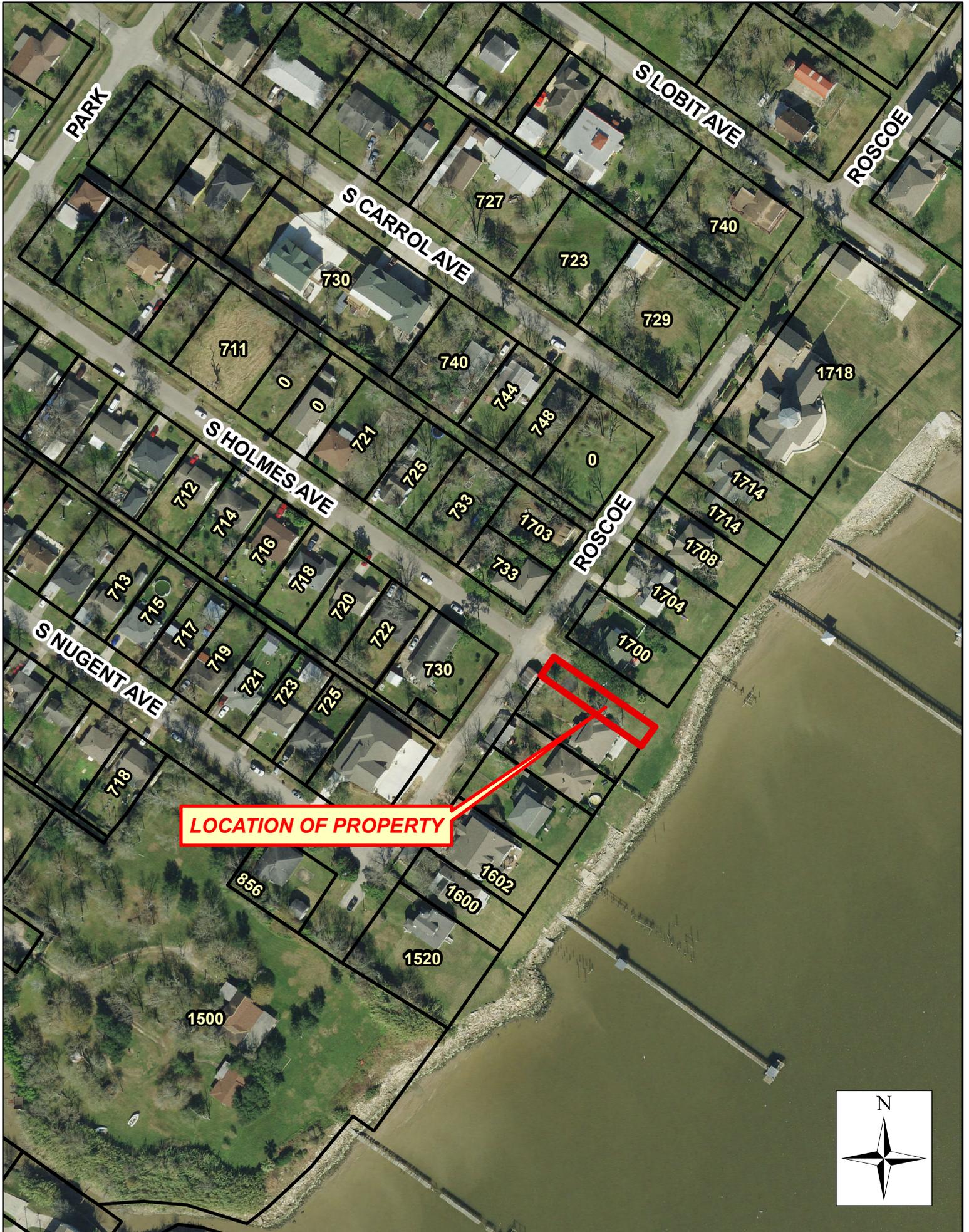
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**Corby D. Alexander, City Manager**

---

**Date**

# AREA MAP - S. HOLMES CLOSURE





City of La Porte Planning and Development Department

October 19, 2016

Dear Property Owner,

The City of La Porte has received an application from Joseph & Evangelia Bertuglia to vacate, abandon and close the S. Holmes Ave. Right-of-Way located between Lot 23, Block 28 and Lot 1, Block 27 of the Bayfront Addition to La Porte in order to facilitate the construction of a home (see attached exhibit).

City policy requires all owners of property located within a 500' radius of the right-of-way be notified that a formal application has been filed with the City for the right-of-way closing and to provide these property owners an opportunity to state their position in regard to the proposed closing.

The City of La Porte welcomes your opinion on this matter and will include a tally of all responses in staff's presentation to City Council for consideration and final action. An exhibit illustrating the subject right-of-way is attached for your reference.

Please check the appropriate box (below) indicating your position to the closing of the S. Holmes Ave. Right-of-Way as described above and return this letter to:

City of La Porte  
Planning & Development Department  
604 W. Fairmont Parkway  
La Porte, TX 77571  
Attn: Brian Sterling/GIS Manager



Responses will be accepted by the City until Friday, November 11<sup>th</sup>, 2016 at 5:00 p.m.

I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

*It is pretty shady when the map indicates the lots in question was left out of our letter. I guess the city must have a vested interest in this being approved.*

Printed Name: *Janet Cunningham* Signature: *[Handwritten Signature]*  
*JACKIE CUNNINGHAM*  
Address: *716 South Holmes La Porte, TX 77571*



City of La Porte Planning and Development Department

October 19, 2016

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Planning & Development Department  
604 W. Fairmont Parkway  
La Porte, TX 77571  
Attn: Brian Sterling/GIS Manager



Responses will be accepted by the City until Friday, November 11<sup>th</sup>, 2016 at 5:00 p.m.

I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

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

Printed Name: DEBRA CARVER TODD Signature: Debra Carver Todd

Address: 714 S. Holmes St.

L.L. 281-470-1055



City of La Porte Planning and Development Department

October 19, 2016

Dear Property Owner,

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604 W. Fairmont Parkway  
La Porte, TX 77571  
Attn: Brian Sterling/GIS Manager



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I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

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

Printed Name: Keystalle Martinez Signature: Keystalle Martinez 10.31.16

Address: 717 South Holmes St. La Porte, TX 77571



City of La Porte Planning and Development Department

October 19, 2016

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Planning & Development Department
604 W. Fairmont Parkway
La Porte, TX 77571
Attn: Brian Sterling/GIS Manager



Responses will be accepted by the City until Friday, November 11th, 2016 at 5:00 p.m.

[ ] I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

[X] I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

As a property owner, I enjoy this right of way near me. I feel the right of way should remain open for myself and other nearby residents.

Printed Name: Richard Rosch Signature: [Handwritten Signature]

Address: 719 S. Nugent LaPorte TX 77571



City of La Porte Planning and Development Department

October 19, 2016

Dear Property Owner,

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Planning & Development Department  
604 W. Fairmont Parkway  
La Porte, TX 77571  
Attn: Brian Sterling/GIS Manager

Responses will be accepted by the City until Friday, November 11<sup>th</sup>, 2016 at 5:00 p.m.

I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

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

Printed Name: Kerry Ann Lutz Signature: Ms. Kerry Ann Lutz

Address: 718 S. Holmes





City of La Porte Planning and Development Department

October 19, 2016

Dear Property Owner,

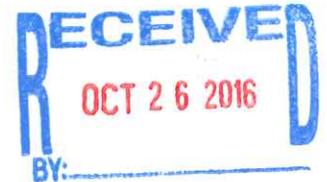
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La Porte, TX 77571  
Attn: Brian Sterling/GIS Manager



Responses will be accepted by the City until Friday, November 11<sup>th</sup>, 2016 at 5:00 p.m.

I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

*Sorry but my family uses that 1/2 street when we have the 4th of July fireworks display. Under no circumstance is that 1/2 street to be closed ever. Lots of people look forward to seeing the ships come thru + gaze at the moon when it comes up.*

Printed Name: Sylvia TUCKER Signature: [Handwritten Signature]

Address: 717 S. NUGENT ST., LaPorte, TX 77571



City of La Porte Planning and Development Department

October 19, 2016

Dear Property Owner,

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- I have no objection to the closing of the S. Holmes St. Right-of-Way as described above
- I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

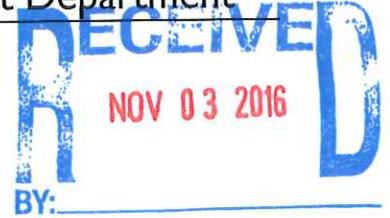
*This will limit access to the bay. For the citizens of La Porte - there is already limited supply of access. This would be a great injustice to citizens.*

Printed Name: MAURY RUBENSTEIN Signature: [Handwritten Signature]

Address: 1718 Roscoe



City of La Porte Planning and Development Department



October 19, 2016

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I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional): *Objection because this would close off access to the beach area. Public*

*what I liked most about this house (when I bought it in 2013) was the view and closeness of access to the water. I love the value that it provides to the neighborhood, which otherwise would be a dull place to live. The breeze, view and access to the water make the neighborhood a nice place to live, relaxing and "beach" feel.*

Printed Name: Regina Burg Signature: Regina Burg *over*

Address: 720 S Holmes LPTX 77571 / 10310 N H



City of La Porte Planning and Development Department

October 19, 2016

Dear Property Owner,

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Attn: Brian Sterling/GIS Manager



Responses will be accepted by the City until Friday, November 11<sup>th</sup>, 2016 at 5:00 p.m.

- I have no objection to the closing of the S. Holmes St. Right-of-Way as described above
- I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

*People would not have a place to sit and enjoy the water view.  
JUST keep this in mind. NOT EVERYONE CAN AFFORD TO LIVE  
ON THE BAY!*

Printed Name: Wayne Hamilton Signature: [Handwritten Signature]

Address: 727 South Carroll St. La Porte TX 77571



City of La Porte Planning and Development Department



October 19, 2016

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La Porte, TX 77571  
Attn: Brian Sterling/GIS Manager

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I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

*This would reduce the view of the Bay and the value of the homes on S. Holmes street*

Printed Name: for NATHAN MACLAY Signature: by Kacey Ezell

Address: 712 South Holmes Street



# City of La Porte Planning and Development Department

October 19, 2016

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Attn: Brian Sterling/GIS Manager



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I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

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---

---

Printed Name: Kate H. Baker  
William Baker

Signature: Kate Haskay Baker  
Wm C Baker

Address: 1708 Roscoe La Porte TX.



# City of La Porte Planning and Development Department

October 19, 2016

Dear Property Owner,

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Attn: Brian Sterling/GIS Manager



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I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

Do not want it closed because that is the only way we can see the bay.

Printed Name: Lori & Pete Church Signature: [Handwritten Signature]

Address: 713 South Nugent St.  
La Porte, TX 77571



# City of La Porte Planning and Development Department

October 19, 2016

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La Porte, TX 77571  
Attn: Brian Sterling/GIS Manager



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I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

*BECAUSE*

Additional Comments (optional):

*This S. Holmes St Right of Way was designed to give this area free access to the bay for the residents to enjoy the bay - watch birds, the ship traffic, sail boat races; enjoy the water, ebb & flow of water swim fish, sun rise & set, bay breeze on a hot day - ect*

Printed Name: Shirley Belgau Signature: Shirley Belgau

Address: 740 S Admiral



City of La Porte Planning and Development Department

RECEIVED  
NOV 14 2016  
BY:

October 19, 2016

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City of La Porte  
Planning & Development Department  
604 W. Fairmont Parkway  
La Porte, TX 77571  
Attn: Brian Sterling/GIS Manager

Responses will be accepted by the City until Friday, November 11<sup>th</sup>, 2016 at 5:00 p.m.

I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

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

Printed Name: Keystalle Martinez Signature: Keystalle Martinez

Address: 717 South Holmes La Porte, TX 77571



# City of La Porte Planning and Development Department

October 19, 2016

Dear Property Owner,

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I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

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Printed Name: David Douglass Signature: David Douglass

Address: 721 S. Nugent St La Porte, TX 77571



City of La Porte Planning and Development Department

RECEIVED
NOV 08 2016
BY:

October 19, 2016

Dear Property Owner,

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- I have no objection to the closing of the S. Holmes St. Right-of-Way as described above
I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

Handwritten lines for additional comments

Printed Name: GUO FANG YANG Signature: [Handwritten Signature]

Address: 17322 Canton Forest Richmond TX 77407

Tel: 832-419-9679
281-235-3031



City of La Porte Planning and Development Department

October 19, 2016

Dear Property Owner,

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La Porte, TX 77571
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[X] I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

[ ] I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

Please see attached comments.
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Printed Name: Carlos and Stephanie Cardenas Signature: [Handwritten Signature]

Address: 1612 Roscoe Street La Porte, TX 77571

Carlos and Stephanie Cardenas  
1612 Roscoe Street  
La Porte, Texas 77571

10 November 2016

City of La Porte  
Planning and Development Department  
604 W. Fairmont Parkway  
La Porte, Texas 77571  
Attn: Brian Sterling/GIS Manager

re: Abandoning and Closing the S. Holmes Right-of-Way

Dear Brian,

It is in our strong opinion that Joseph and Evangelia Bertuglia should be allowed to jointly purchase the aforementioned right-of-way with their neighbors, Robert Kimmons and Maisie Barringer. For many years the waterfront residents have been faced and forced to maintain both the waterfront and the access after other individuals, not residing along the bayfront have utilized the right-of-way to gain access to the waterfront and misuse its resources. While all neighboring residents have not entered with malicious or neglectful intentions this does not dismiss or forgive those that have. On many occasions we have witnessed children, absent adult supervision that have trespassed on private property to gain access to private piers, we have witnessed individuals "receiving services" of a publicly inappropriate nature. We have also witnessed older children utilizing lawns as their only personal restrooms in broad daylight. On numerous occasions we have personally cleaned up the bayfront after it was left littered with trash, dead fish that were caught but not released and fishing line that was left along the bayfront haphazardly and certainly capable of endangering native wildlife.

Many properties that are on the streets perpendicular to the waterfront are utilized as rental homes whose owners may be unaware of the indiscretions of their renters and their guests. The city of La Porte provides many city and/county funded recreational areas that allow its tenants and guests a safe and wonderful opportunity to enjoy life by the bay. These facilities boast public piers that are adequately maintained for the safety of the residents of La Porte and additionally offer restroom access, beach access and trash receptacles. Furthermore there are patrols and/or designated Sheriffs who maintain order in these settings. The public access that is requested for purchase lacks proper lighting, safety patrol and maintenance and proper signage regarding the limitations of this access. We have had to redirect locals who were walking on the unstable, algae covered rocks because they were misled in their notion that the rocks led to Sylvan Beach.

One of our chief concerns as to why some of the residents within the 500 foot radius may have opposing ideas to the closing of the right-of-way is that many of them were potentially misled in the wording or lack of in the original letter sent to residents. The letter does not detail that the

land will be surveyed and purchased rather than the potential assumption that the land is being divided and absorbed by the two neighboring properties at no cost. It is also our strong opinion that many residents who do not reside along the bayfront are subsequently unaware of the amount of foot traffic and incidences that occur and are dealt with by the residents. It is simply a misuse of the time of first responders to call law enforcement officers to deal with the many indiscretions that we have been faced with.

Regards,

Carlos Cardenas

A handwritten signature in black ink, appearing to read 'Carlos Cardenas', with a long horizontal flourish extending to the right.

Stephanie Cardenas

A handwritten signature in black ink, appearing to read 'Stephanie Cardenas', with a large circular flourish around the name.

cc: Joseph and Evangelia Bertuglia  
Robert Kimmons  
Maisie Barringer



City of La Porte Planning and Development Department

October 19, 2016

Dear Property Owner,

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La Porte, TX 77571
Attn: Brian Sterling/GIS Manager



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[X] I have no objection to the closing of the S. Holmes St. Right-of-Way as described above

[ ] I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

Three horizontal lines for additional comments.

Printed Name: Judy Morreale Signature: Judy Morreale

Address: 11004 Roscoe LA Porte TX 77571



# City of La Porte Planning and Development Department

October 19, 2016

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I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

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Printed Name:

Robert Britt

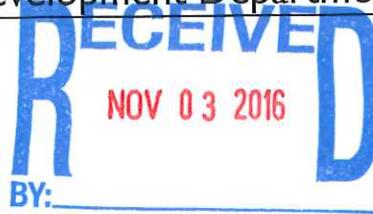
Signature:

Address:

730 S. Carroll



City of La Porte Planning and Development Department



October 19, 2016

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I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

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

Printed Name: April Zaidi Signature: [Signature]

Address: 722 S. Holmes St.



City of La Porte Planning and Development Department



October 19, 2016

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I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

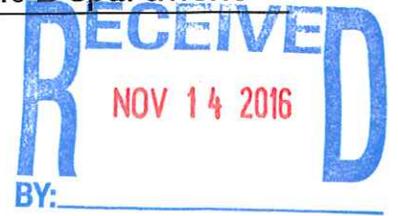
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name: FRANK L. GLASS Signature: Frank L. Glass

Address: 730 S. HOLMES LA PORTE, TX



City of La Porte Planning and Development Department



October 19, 2016

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Additional Comments (optional):

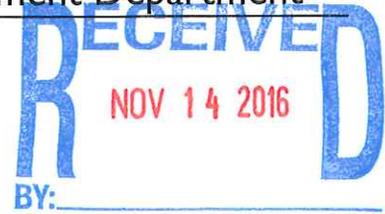
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name: Christopher Thebeau Signature: [Signature]

Address: 1704 Roscoe St., La Porte, TX 77571



City of La Porte Planning and Development Department



October 19, 2016

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I object to the closing of the S. Holmes St. Right-of-Way as described above

Additional Comments (optional):

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

Printed Name: Jessica Newman Signature: [Handwritten Signature]

Address: 1704 Roscoe St. La Porte TX 77571

# R.C. Chuoke & Associates, Inc.

Appraisers & Consultants

P.O. Box 1447  
League City, Texas 77574

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

March 7, 2017

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

RE: Restricted Appraisal regarding the estimated **Market Value** of a portion of South Holmes Avenue between Galveston Bay and Roscoe Street in 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 a Restricted Appraisal format and this format is not intended to contain the full analysis.

## **BRIEF LEGAL DESCRIPTION OF PROPERTY**

Known as +-4,500 square feet out of the existing South Holmes Avenue right of way, between Galveston Bay and Roscoe Street in the Town of La Porte, Harris County, Texas Harris County, Texas. (See site plan in addenda).

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.

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.

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

The market values in the general subject neighborhood for waterfront properties appear to vary generally from +-\$20.00 PSF to over \$30.00 PSF. The area has general access public utilities. The subject site appears to be generally flat and level with a slope to the water's edge on its eastern end. The site has rip/rap bulkheading along its frontage with Galveston Bay which is similar to adjacent properties. The subject property is partially located in the 100 year flood plain with portions of the site appearing to be out of the 100 year floodplain. The Highest and Best Use of the subject property is determined to be for use as an alleyways and street right of ways or for use by adjacent property owners due to its configuration. Adjacent property uses are residential in nature with single family homes located on adjacent tracts. 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 for use by the client in right of way abandonment procedures. There has been no transfer of the subject property noted for the past 36 months per appraisal district records. The effective date of the appraisal is October 19, 2016 (date of inspection). The date of the report is March 7, 2017. 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 generally between **\$20.00 PSF to \$30.00 PSF** would be placed on the subject property with a mid-range value of **\$25.00 PSF** being indicated for the subject property before any discounting. Therefore the unit market value of the subject tract is estimated at **\$25.00 PSF which is based on 100% fee simple ownership with no discounting applied.**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'C Chuoke', written over a horizontal line.

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

**THE GEORGE KAHLE GROUP**  
**APPRAISERS /CONSULTANTS/LITIGATION SUPPORT**  
**1301 REGENTS PARK, SUITE 201**  
**HOUSTON, TEXAS 77058**  
**OFFICE (281) 286-1580 - FAX (281) 286-0972**

*George F. (Jeff) Kahle, President*

Restricted Appraisal

**Intended User:** Joseph and Evangelia Bertuglia

This Appraisal is prepared under USPAP guidelines for a Restricted Appraisal, ( *Restricted Use* ) restricts the utilization of this report to the herein named ( *Intended User* ) and no other parties. Use of this report by any third parties is not authorized.

**Intended Use of this report:** Compensation for Right of Way Vacation

**Identity of the real estate involved:** ROW abandonment between Roseo Street and Galveston Bay, City of La Porte, Harris County, Texas.

**Borrower:** N/A

**Owner:** City of La Porte:

**History of Property:**

**Current Listing Information** None known

**Exposure / Marketing Time:** Estimated Marketing Time 12 Months  
Estimated Exposure Time 12 Months

**Personality (non realty) transfers:** None noted

**Real property interest appraised:** Fee Simple

**Purpose of the appraisal:** Estimate Market Value

**Effective Date of appraisal:** May 12, 2017

**Date of Report:** May 22, 2017

**Definition of Market value:** (Per Financial Institution Reform, Recovery Enforcement Act of 1989 (FIRREA) Effective August 24, 1990)

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) Buyer and seller are typically motivated; (2) Both parties are well informed or well advised, and acting in what they consider their own best interests; (3) A reasonable time is allowed for exposure in the open market; (4) Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concession granted by anyone associated with the sale. Adjustments to the comparable must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**Scope of the Appraisal Process:** The conclusion of this report is the result of the analysis of several factors affecting the value of real estate. The appraisal process is a systematic procedure which leads an Appraiser from identifying the problem to reconciling a solution about real property values. In each appraisal the problem is defined, work planned, the data accrued, classified, analyzed and reconciled to a final estimate of value.

Pursuant to the appraisal request, a personal inspection of the subject property, adjacent property and the neighborhood was completed. Data was collected and compiled concerning sales, cost factors and rentals. Sources used for data compilation include both public and private sources, such as tax records, deed records, data bases, Realtors, lenders, Appraisers and governmental authorities.

Each of the Approaches is then considered. In each of the Approaches to value, all the data is market derived, and reflects the actions of buyers and sellers in the market place.

**Assignment Agreement:** Mr. Joseph Bertuglia

**Hypothetical Conditions:** None Noted.

**Statement of Contingent and Limiting Conditions:**

1. The Appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The Appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. If the Appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the Appraiser's determination of its size.
3. The Appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the Appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The Appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The Appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The Appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the Appraiser has no knowledge of any hidden or un - apparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The Appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the Appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The Appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The Appraiser does not assume responsibility for the accuracy of such items that were furnished by other persons.
8. The Appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The Appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The Appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the Appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the Appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or repossession service (s) without having to obtain the Appraiser's prior written consent. The Appraiser's written consent and approval must

also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**Statement of Appraisal Procedures Followed:** This is a Restricted Appraisal assignment. All of the procedures of the Valuation Process as required by Uniform Standards of Professional Appraisal Practice (USPAP) specific guidelines for a Complete Appraisal were performed except for those departures permitted by USPAP and requested by the client. The client understands the limitations of this appraisal and agrees to that the performance of this limited appraisal is appropriate. Departures from the USPAP specific guidelines are identified and explained in this Restricted Appraisal Report or in the addenda of this report.

**Statement of the Exclusion of any of the usual Approaches to value:** None.

**Restrictions on Use of this Appraisal:** This is a Restricted Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). This Restricted Appraisal Report is intended for use only by the client for the stated use. The client understands the limited utility of the Restricted Appraisal Report and its limited application to only the specified use. This report cannot be properly understood without additional information contained in the appraiser's work file. Use by anyone other than the client is prohibited.

**Statement of the Appraiser's Opinion of the Highest and Best Use of Subject Property. Market Value "As Is":**

Present Use       Other

**Statement of the Use of the Real Estate:**

**As of the date of the value:**

**Single Family Residential i.e.  
Assemblage with residential lots on  
either side .**

**As the real estate is reflected in the appraisal;      Same**

**Statement of Appraiser's Certification:**

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

I have no (or the specified) present prospective interest in the property that is the subject of this report, and I have no (or the specified) personal interest or bias with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

I  have or  have not made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person signing this certification.

This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.

In arriving at the analyses, conclusions and opinions concerning real estate contained in this appraisal report, I consulted with various, Real Estate Brokers, Agents, Appraisers and building contractors and hereby acknowledge the professional contribution to the analyses, conclusions, and opinions concerning real estate set forth in this report.

The subject is an abandoned road that has been an access easement between two bay front homes located in La Porte, Texas, The exact dimensions and size are not known to the appraiser.

All three approaches to value, the Cost, Sales and Income Approaches, were considered in estimating the market value of the subject property with the Sales Comparison Approaches being the only approach utilized due to the subject being unimproved land. The comparables sales utilized in this report to estimate the subject's market value are all in the subject's area and represent the most comparable properties available.

The highest and best use of the subject is assemblage with the adjacent lots on either side, being lots twenty three and twenty four as fee simple. The loss due to the vacation of the access easement is the city's and citizens right to access the bay front from Rosco Street, Access to the bay front at this site is covered with "ripp rapp", a mixture of large stones, broken concrete interspersed with trash and vegetation, There is no clear path to the water and once at the water there is no beach, The old roadway covering the easement has not been kept up and is an eyesore to the adjacent land owners and anyone that uses it.

As stated, the detriment to the city is the loss of bay front access from Rosco Street. The main attribute to the adjacent lot owners is potential right of the assemblage of the two lots. In order to estimate a market value for the land, recent sales of bay front property has been ascertained to help in this estimation. The following comparables best represent the subject market value based on similar bay frontage. Very few sales of bay front land were available and sales and listings of homes sold that were considered 'under improvements' for the land.

1). Comparable Sale One is the sale of the home directly south of the easement and will be one of the lots gaining frontage from the subject easement.

1614 Rosco Street, La Porte, Texas

This property consists of two lots, lots 22 and 23 in Block 28 in the Bay Front To La Porte Subdivision. Lot size is listed at 7,500 square feet. A subsequent survey obtained by the current owner found that the lot was smaller than what is shown on the tax records.

The property sold on July 22, 2016 for a price of \$293,000 based on the size of the lot listed by the seller ad and Real Estate broker. There is a 1,714 square foot homes on the site built in 1927 which has been remodeled but is a distinct "Under Improvement" for the lot. Based upon the information contained in this report, we have estimated the market value of this property "as is" at ~~\$205,000~~ or ~~\$27.35~~ per square foot after adjustments.

2). 3139 Fondren Street, La Porte, Texas

This property consists of two lots being lot 9 and Tract 10A in the Bayside Terrace Subdivision less than a miles northeast of the subject. It also fronts Galveston Bay with more frontage on the bay than Sale One. Lot size is listed at 1,778 square feet. It features a two story home and guest house being 2,952 and 750 square feet, respectively. Neither structure was given any contributory value to the land being built in 1955 (per tax records) . This home sold in April, 2016 for \$275,000, a little over 70% of its asking price, being \$15.47 per square foot of land.

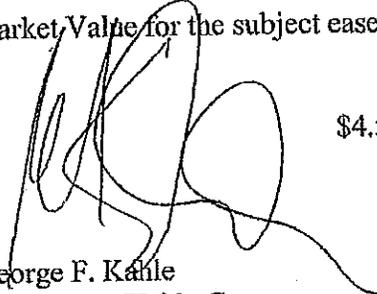
30. 215 Garfield Street, La Porte, Texas

This is a current listing of home on a tract of land fronting Galveston Bay approximately two miles south of the subject. The bay front lot size is 6,600 square feet and the homes is 2,443 square feet with a garage apartment. It is currently listed for \$449,900 or \$184.16 per square feet. It has been listed since 2015. We have estimated the market value of this property as of the date of this report at \$23.86 per square foot of land.

The three comparables have values estimated by the appraisers at \$27.35, \$15.47 and \$23.86, respectively. The mean of the three values is \$22.23 per square feet. The subject property is currently an access easement that is a size which is unusable for any use than its present use. By assembling with the two adjoining lots the property will be enhanced, however, at present an access easement such as this is usually worth 15 – 25% of its main tract's worth. For this reason we have estimated the market value of the easement, as is, to be between \$3.33.00 and \$5.56 per square foot, or \$4.50 @ per square foot. .

Market Value for the subject easement as of the date of the appraisal, May 12, 2017 is

\$4.50 Per Square Foot

  
George F. Kahle  
The George Kahle Group  
State Certified General Real Estate Appraiser  
TX-1325255-G Expires 06/30/17

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 26, 2017 Appropriation  
Requested By: Matt Hartleib Source of Funds: N/A  
Department: Human Resources Account Number: \_\_\_\_\_  
Report:  Resolution:  Ordinance:  Amount Budgeted: \_\_\_\_\_  
Other:  \_\_\_\_\_ Amount Requested: \_\_\_\_\_  
Attachments : Budgeted Item:  YES  NO

1. Project Summary with Proposed Plan
2. HRCC Presentation
3. Current to Proposed Plan

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### SUMMARY & RECOMMENDATIONS

This item has been placed on the agenda to provide Council with a report on recommendations resulting from the comprehensive compensation study being performed by HR Compensation Consultants.

At the 2016 Council Budget Retreat (and later in the formal budget approval process), Council gave approval to include \$40,000 in the 2016-2017 budget for a comprehensive classification and compensation review to be performed by a third party consultant.

Beginning in December of 2016, HR staff facilitated a City wide job description review and revision. The goal of this process was to ensure that all job descriptions are accurately reflecting the work being performed. These updated job descriptions would be provided to the consultant for use in the study.

In early 2017, HR staff worked with Purchasing to procure competitive bids for this service. A committee reviewed the seven bids received, conducted follow-up interviews with three finalists, and ultimately selected Human Resources Compensation Consultants (HRCC) to perform the study on February 22.

Since that time, HRCC has reviewed job descriptions, the City's pay structure, organization charts, and City policies. HRCC staff came on-site on March 29<sup>th</sup> and 30<sup>th</sup> to conduct follow-up interviews with department heads and employees to more fully understand the responsibilities of various positions and any challenges with attracting and retaining talented employees.

HRCC collaborated with the City Manager's office and HR to develop an updated pay plan for the City. This recommended pay plan brings all pay ranges in line with the market and benefits 100% of employees. The estimated implementation costs of this plan are \$440,000.00, which includes a 2% market adjustment for all employees, adjustments to bring employees who are below the new minimum salary range to the minimum, adjustments to alleviate compression issues that result from the movement of employees to the minimum, and all benefits associated with these changes.

HRCC will be here to brief the Council on the study process and recommendations. Staff will discuss proposed implementation plan as well as answer any questions from Council. Direction from Council will be incorporated into continuing work on this aspect of the budget process.

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**Action Required of Council:**

Receive report from HR Compensation Consultants and take appropriate action.

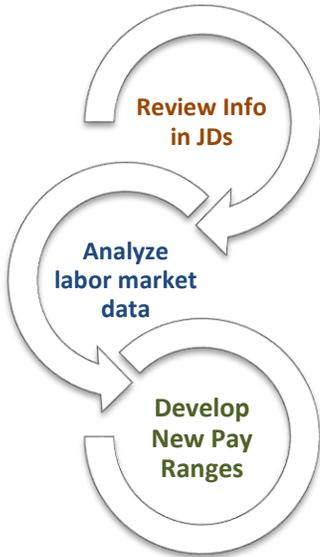
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**Approved for City Council Agenda**

\_\_\_\_\_  
**Corby D. Alexander, City Manager**

\_\_\_\_\_  
**Date**

**THE CITY OF LA PORTE  
COMPENSATION STUDY SUMMARY**



The 2017 Compensation Study is an organization-wide initiative to update the City’s pay plan. Human Resources along with department heads worked with HR Compensation Consultants, LLC (HRCC) to provide input into the study process. The new pay framework is updated to reflect market values so the City may recruit and retain key talent and consistently and fairly administer pay.

**Major Tasks**

- Employees and supervisors updated job content information in the City’s job descriptions
- HRCC met with department heads to understand how operations support the organization’s mission, current jobs align and any recruitment and retention challenges
- HRCC reviewed job descriptions and analyzed current market data
- HRCC developed a new pay plan and recommended an implementation plan

**Study Results and Proposed Implementation Plan**

- Based on the survey data, it appears as if the City’s pay plan has not kept pace with market pay levels for many jobs
- HRCC is recommending the City’s current pay ranges be shifted by a percentage (ranging from 10% to 15%) to better reflect current labor market conditions
- The good news is that most employee pay fits in between the new range Minimums and Maximums
- Approximately 49 employees have pay under the Proposed Minimum starting rates, mostly in lower level jobs in grades 8 - 18
- HRCC is recommending that the following implementation scenario be considered to align the pay ranges and employee pay:
  1. Changes will be presented to Council on June 26 as part of the budget process and if approved, take effect for staff the first full pay period of the new fiscal year
  2. The recommendation is that all employees are first given a market pay adjustment of 2.00%
  3. Then, any employees under the new pay range minimums would have their pay increased to that new minimum pay
  4. To alleviate pay compression, it is necessary in a few positions where there are multiple incumbents to further adjust pay
  5. All eligible employees will be reviewed for merit increases in the 2017/18 FY

**THE CITY OF LA PORTE  
COMPENSATION STUDY SUMMARY**

**New Pay Frameworks**

**City Pay Framework** – current minimum, midpoint and maximum values are increased to move ranges toward market values; in addition to private sector data, these other cities in and around the La Porte area were surveyed:

- ✓ Baytown                      ✓ Galveston                      ✓ Missouri City                      ✓ Pearland
- ✓ Deer Park                      ✓ Houston                      ✓ Pasadena                      ✓ Seabrook
- ✓ Friendswood                      ✓ League City

The new pay ranges are on the next page.

**Fire Engineer Pay** – current minimum, midpoint and maximum values are increased to move ranges toward market values; these cities were surveyed:

- ✓ Baytown                      ✓ Galveston                      ✓ Katy                      ✓ Pearland
- ✓ Bellaire                      ✓ Houston                      ✓ Missouri City                      ✓ The Woodlands
- ✓ Conroe

**EMS Pay Ranges**– current minimum, midpoint and maximum values are increased to move ranges toward market values; these employers were surveyed:

- ✓ Baytown                      ✓ Deer Park                      ✓ Houston                      ✓ Pearland
- ✓ Clear Lake Emergency Medical Corps                      ✓ League City

The new pay ranges for Fire and EMS jobs are displayed below.

GRADE	NEW 2017 MINIMUM	NEW 2017 MIDPOINT	NEW 2017 MAXIMUM
F-A	\$ 47,978	\$ 59,972	\$ 71,967
EM5	\$ 63,021	\$ 74,142	\$ 85,263
EM4	\$ 57,289	\$ 67,399	\$ 77,509
EM3	\$ 54,048	\$ 63,586	\$ 73,123
EM2	\$ 50,991	\$ 59,990	\$ 68,988
EM1	\$ 48,163	\$ 56,592	\$ 65,020

**THE CITY OF LA PORTE  
COMPENSATION STUDY SUMMARY**

**NEW CITY PAY FRAMEWORK**

<b>GRADE</b>	<b>NEW 2017 MINIMUM</b>	<b>NEW 2017 MIDPOINT</b>	<b>NEW 2017 MAXIMUM</b>
8	\$25,485	\$31,856	\$ 38,223
9	\$26,505	\$33,128	\$ 39,754
10	\$27,564	\$34,453	\$ 41,343
11	\$28,665	\$35,831	\$ 42,998
12	\$29,813	\$37,264	\$ 44,716
13	\$31,006	\$38,754	\$ 46,505
14	\$32,246	\$40,307	\$ 48,368
15	\$33,533	\$41,917	\$ 50,301
16	\$34,879	\$43,596	\$ 52,313
17	\$36,271	\$45,340	\$ 54,406
18	\$37,721	\$47,153	\$ 56,583
19	\$39,231	\$49,038	\$ 58,848
20	\$42,654	\$53,318	\$ 63,981
21	\$44,362	\$55,451	\$ 66,540
22	\$46,135	\$57,669	\$ 69,203
23	\$47,981	\$59,978	\$ 71,972
24	\$49,901	\$62,377	\$ 74,852
25	\$51,897	\$64,872	\$ 77,846
26	\$53,973	\$67,465	\$ 80,957
27	\$56,131	\$70,163	\$ 84,196
28	\$58,376	\$72,970	\$ 87,564
29	\$60,710	\$75,888	\$ 91,065
30	\$63,139	\$78,924	\$ 94,707
31	\$65,664	\$82,080	\$ 98,498
32	\$68,291	\$85,363	\$ 102,436
33	\$71,024	\$88,782	\$ 106,538
34	\$73,865	\$92,331	\$ 110,795
35	\$76,818	\$95,309	\$ 113,801
36	\$79,297	\$99,122	\$ 118,946
37	\$82,469	\$103,087	\$ 123,704
38	\$85,768	\$107,210	\$ 128,652
39	\$89,199	\$111,498	\$ 133,798
40	\$92,767	\$115,958	\$ 139,150
41	\$97,200	\$121,501	\$ 145,799
42	\$101,089	\$126,361	\$ 151,633
43	\$105,132	\$131,415	\$ 157,698
44	\$109,334	\$136,668	\$ 164,000



# Compensation Project Summary

COUNCIL PRESENTATION

**JUNE 26, 2017**

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# Agenda

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Project Overview & Timing

Goals of Compensation Project

Compensation Philosophy

Steps in Market Pricing

Updating Pay Ranges

Implementing a New Plan

# Project Overview

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Implement a compensation program that balances internal and external equity - **focus is on the non-civil service jobs**

Steps in the Project:

- Understand how jobs align based on job function
- Conduct a compensation survey to update the City's pay plans
- Identify the best implementation plan for the City
- Update Compensation Administration Guidelines

# Project Steps & Timeline

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Department Head Interviews – late March

Review Job Descriptions and Internal Job Alignment – April

Compile and Analyze Market Data – April

Develop Draft Pay Structures – May

Determine Implementation Cost and Plan – May

Council Presentation – June 26

Approval and Timing for Implementation of New Ranges – TBD

# Current Pay Structures

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## City's Current Plan

- Pay grades 8 to 44, 4% between pay grades and 50% spread from min to max
- Using most of them, but some large gaps (like 35 to 41)

## EMS & Fire – Separate Pay Structures

- Pay ranges are determined by a balance of market average data and career progression

# Goals of a Compensation Plan

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Ability to attract, retain, and motivate the right employees in the right jobs

A compensation plan should be:

- Internally equitable
- Externally competitive
- Align with the organization's mission and values
- Fiscally responsible

# Compensation Philosophy – City Jobs

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Use pay data from these organizations:

- ✓ Baytown
- ✓ Galveston
- ✓ Missouri City
- ✓ Pearland
- ✓ Deer Park
- ✓ Houston
- ✓ Pasadena
- ✓ Seabrook
- ✓ Friendswood
- ✓ League City

AND private sector data too

Position pay in the middle / at the average of the labor market pay range midpoints

# Benchmark Jobs

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- defined well enough that organizations agree upon the general responsibilities and minimum qualifications
- representative of various types and levels of work found at La Porte
- able to match 70% of duties, skills, education and experience

# Steps in Market Pricing

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Gather and assemble pay range information

Jobs remain in current pay grade assignments

Update/increase the pay structure toward the average market pay rates for jobs in that grade

For those jobs for which there is no pay data or limited reliable market data, those grades were adjusted based on what we observed in general about the market and more specifically the jobs in the surrounding grades

# Survey Results – City Pay Framework

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Based on the survey data, it appears as if the City's pay plan has not kept pace with market pay levels for many jobs

HRCC is recommending the City's current pay ranges be shifted by a percentage (ranging from 10% to 15%) to better reflect current labor market conditions

- The good news is that most employee pay fits in between the new range Minimums and Maximums
- Approximately 49 employees have pay under the Proposed Minimum starting rates, mostly in lower level jobs in grades 8 - 18

# Compensation Philosophy – Fire and EMS Jobs

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**Fire Engineer Pay** – current minimum, midpoint and maximum values are increased to move ranges toward market values; these cities were surveyed:

- ✓ Baytown
- ✓ Galveston
- ✓ Katy
- ✓ Pearland
- ✓ Bellaire
- ✓ Houston
- ✓ Missouri City
- ✓ The Woodlands
- ✓ Conroe

**EMS Pay Ranges** – current minimum, midpoint and maximum values are increased to move ranges toward market values; these employers were surveyed:

- ✓ Baytown
- ✓ Deer Park
- ✓ Houston
- ✓ Pearland
- ✓ Clear Lake Emergency Medical Corps
- ✓ League City

# Survey Results – Fire and EMS Pay Frameworks

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HRCC is recommending that the Fire and EMS pay ranges also be shifted using updated market average pay

## Fire Engineer Pay

- Increase starting rate
- Keep pay range width the same

## EMS Pay Ranges

- Increase starting rate for Paramedic I
- Keep differences between pay ranges for higher level EMS jobs the same as current pay structure
- Keep pay range widths the same

# Implementing a New Plan

---

HRCC is recommending that the following implementation scenario be considered to align the pay ranges and employee pay:

- Changes if approved, take effect for staff the first full pay period of the new fiscal year
  1. All employees are first given a market pay adjustment of 2.00%
  2. Then, pay increases to the new pay range minimums
  3. To alleviate pay compression, further adjust pay
- All eligible employees will be reviewed for merit increases in the 2017/18 FY

Grade	Current Minimum	Current Midpoint	Current Maximum	NEW 2017 MINIMUM	NEW 2017 MIDPOINT	NEW 2017 MAXIMUM
8	\$ 23,169	\$ 28,960	\$ 34,749	\$ 25,485	\$ 31,856	\$ 38,223
9	\$ 24,095	\$ 30,117	\$ 36,140	\$ 26,505	\$ 33,128	\$ 39,754
10	\$ 25,058	\$ 31,321	\$ 37,584	\$ 27,564	\$ 34,453	\$ 41,343
11	\$ 26,059	\$ 32,574	\$ 39,089	\$ 28,665	\$ 35,831	\$ 42,998
12	\$ 27,103	\$ 33,877	\$ 40,651	\$ 29,813	\$ 37,264	\$ 44,716
13	\$ 28,188	\$ 35,231	\$ 42,277	\$ 31,006	\$ 38,754	\$ 46,505
14	\$ 29,314	\$ 36,643	\$ 43,971	\$ 32,246	\$ 40,307	\$ 48,368
15	\$ 30,484	\$ 38,106	\$ 45,728	\$ 33,533	\$ 41,917	\$ 50,301
16	\$ 31,708	\$ 39,633	\$ 47,557	\$ 34,879	\$ 43,596	\$ 52,313
17	\$ 32,974	\$ 41,218	\$ 49,460	\$ 36,271	\$ 45,340	\$ 54,406
18	\$ 34,292	\$ 42,867	\$ 51,439	\$ 37,721	\$ 47,153	\$ 56,583
19	\$ 35,664	\$ 44,580	\$ 53,498	\$ 39,231	\$ 49,038	\$ 58,848
20	\$ 37,091	\$ 46,363	\$ 55,636	\$ 42,654	\$ 53,318	\$ 63,981
21	\$ 38,576	\$ 48,218	\$ 57,861	\$ 44,362	\$ 55,451	\$ 66,540
22	\$ 40,118	\$ 50,147	\$ 60,177	\$ 46,135	\$ 57,669	\$ 69,203
23	\$ 41,723	\$ 52,154	\$ 62,584	\$ 47,981	\$ 59,978	\$ 71,972
24	\$ 43,392	\$ 54,241	\$ 65,089	\$ 49,901	\$ 62,377	\$ 74,852
25	\$ 45,128	\$ 56,410	\$ 67,692	\$ 51,897	\$ 64,872	\$ 77,846
26	\$ 46,933	\$ 58,665	\$ 70,397	\$ 53,973	\$ 67,465	\$ 80,957
27	\$ 48,810	\$ 61,012	\$ 73,214	\$ 56,131	\$ 70,163	\$ 84,196
28	\$ 50,762	\$ 63,452	\$ 76,143	\$ 58,376	\$ 72,970	\$ 87,564
29	\$ 52,792	\$ 65,989	\$ 79,187	\$ 60,710	\$ 75,888	\$ 91,065
30	\$ 54,903	\$ 68,629	\$ 82,354	\$ 63,139	\$ 78,924	\$ 94,707
31	\$ 57,100	\$ 71,374	\$ 85,650	\$ 65,664	\$ 82,080	\$ 98,498
32	\$ 59,383	\$ 74,229	\$ 89,075	\$ 68,291	\$ 85,363	\$ 102,436
33	\$ 61,760	\$ 77,202	\$ 92,642	\$ 71,024	\$ 88,782	\$ 106,538
34	\$ 64,230	\$ 80,288	\$ 96,343	\$ 73,865	\$ 92,331	\$ 110,795
35	\$ 66,798	\$ 82,878	\$ 98,957	\$ 76,818	\$ 95,309	\$ 113,801
36	\$ 68,954	\$ 86,193	\$ 103,431	\$ 79,297	\$ 99,122	\$ 118,946
37	\$ 71,712	\$ 89,641	\$ 107,569	\$ 82,469	\$ 103,087	\$ 123,704
38	\$ 74,581	\$ 93,226	\$ 111,871	\$ 85,768	\$ 107,210	\$ 128,652
39	\$ 77,564	\$ 96,955	\$ 116,346	\$ 89,199	\$ 111,498	\$ 133,798
40	\$ 80,667	\$ 100,833	\$ 121,000	\$ 92,767	\$ 115,958	\$ 139,150
41	\$ 84,522	\$ 105,653	\$ 126,782	\$ 97,200	\$ 121,501	\$ 145,799
42	\$ 87,903	\$ 109,879	\$ 131,855	\$ 101,089	\$ 126,361	\$ 151,633
43	\$ 91,419	\$ 114,274	\$ 137,129	\$ 105,132	\$ 131,415	\$ 157,698
44	\$ 95,073	\$ 118,842	\$ 142,609	\$ 109,334	\$ 136,668	\$ 164,000

<b>Grade</b>	<b>Current Minimum</b>	<b>Current Midpoint</b>	<b>Current Maximum</b>	<b>NEW 2017 MINIMUM</b>	<b>NEW 2017 MIDPOINT</b>	<b>NEW 2017 MAXIMUM</b>
EM5	\$ 58,371	\$ 68,665	\$ 78,955	\$ 63,021	\$ 74,142	\$ 85,263
EM4	\$ 53,062	\$ 62,420	\$ 71,778	\$ 57,289	\$ 67,399	\$ 77,509
EM3	\$ 50,059	\$ 58,888	\$ 67,717	\$ 54,048	\$ 63,586	\$ 73,123
EM2	\$ 47,228	\$ 55,558	\$ 63,885	\$ 50,991	\$ 59,990	\$ 68,988
EM1	\$ 44,552	\$ 52,411	\$ 60,266	\$ 48,163	\$ 56,592	\$ 65,020
F-A	\$ 46,603	\$ 58,252	\$ 69,898	\$ 47,978	\$ 59,972	\$ 71,967

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 26, 2017 Appropriation  
Requested By: Traci Leach Source of Funds: \_\_\_\_\_  
Department: Administration Account Number: \_\_\_\_\_  
Report:  Resolution:  Ordinance:  Amount Budgeted: \_\_\_\_\_  
Other:  \_\_\_\_\_ Amount Requested: \_\_\_\_\_  
Attachments : Budgeted Item:  YES  NO

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### SUMMARY & RECOMMENDATIONS

On January 11, 2016, the Council approved a future land use map amendment and special conditional use permit for a 20-acre mixed use development that would feature a 50,000 square foot Gilley's Family entertainment center as the anchor. The original approval expired on January 11, 2017 and the developer sought and received approval for an amended plan, which doubled the size of the development. At the February 27, 2017 Council meeting, the La Porte Town Center project received approval for a Future Land Use Map amendment and a Special Conditional Use Permit for a 40-acre entertainment, office, retail, and museum development along SH 146.

Since that meeting, no overt activity has been observed. The City Council, as well as the community, would like an update regarding the future timeline for the project. A representative for the development will be available to provide an update.

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#### Action Required of Council:

Receive report and take appropriate action.

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#### Approved for City Council Agenda

\_\_\_\_\_  
Corby D. Alexander, City Manager

\_\_\_\_\_  
Date



## Council Agenda Item June 26, 2017

### 9. ADMINISTRATIVE REPORTS

- July 4, 2017, Tuesday, Holiday
- City Council Meeting, Monday, July 10, 2017
- La Porte Development Corporation Board Meeting, Monday, July 17, 2017
- Planning and Zoning Commission Meeting, Thursday, July 20, 2017
- City Council Meeting, Monday, July 24, 2017
- Zoning Board of Adjustment Meeting, Thursday, July 27, 2017

10. **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 Ojeda, J. Martin, K. Martin, Kaminski, Zemanek, Leonard, Engelken, Earp and Mayor Rigby

### 11. 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 551.072** - Deliberation regarding Real Property: Meet with City Manager and City Attorney to discuss possible sale of city owned real property for residential development purposes.

**Texas Government Code, Section 551.071(1)(A)** - Pending or Contemplated Litigation: Meet with City Attorney and City Manager to discuss Adapted Logistics, LLC, et al. vs. City of La Porte, Texas.

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

### 13. ADJOURN

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