

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  
BILL BENTLEY  
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 11, 2018, 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 Assistant City Attorney Clark Askins.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Jay Martin.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
  - (a) Presentation - La Porte Police Department's K-9 Competition Awards at National Conference - 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 Special Called City Council Meeting held on May 21, 2018 and minutes of the Regular City Council Meeting held on May 14, 2018 - P. Fogarty
  - (b) Consider approval or other action regarding appointment of Casey Copley to the City of La Porte Reserve Officer Program - K. Adcox
  - (c) Consider approval or other action authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with Dana Tank Container, Inc. for its facility at 902 Sens Road, in the Battleground Industrial District. - D. Pennell
  - (d) Consider approval or other action rejecting Bid # 18017 Bayshore Park Waterline Relocation - D. Pennell
  - (e) Consider approval or other action authorizing the City Manager to execute a Water and Sanitary Sewer Service Agreement with Clark Dietrich Building Systems for its facility at 9700 New Decade Drive, in the Bayport Industrial District - D. Pennell
  - (f) Consider approval or other action awarding RFP #18501 for Debris Removal Services - K. Gauthier
  - (g) Consider approval or other action awarding Bid #18502 for Debris Monitoring Services - K. Gauthier
7. **REPORTS**
  - (a) Receive report from Gabriel, Roeder, and Smith on GASB 75 liability - Mayor Rigby

- (b) Receive report of the Drainage and Flooding Committee - Councilmember Jay Martin

**8. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES**

- (a) Public hearing to receive comments regarding recommendation by the Planning and Zoning Commission to approve an Ordinance adopting a five-year update to the Comprehensive Plan of the City of La Porte; consider approval or other action regarding an Ordinance adopting a five-year update to the Comprehensive Plan of the City of La Porte - I. Clowes
- (b) Public hearing to receive comments on the recommendation of the Dangerous Building Inspection Board for condemnation of dangerous/substandard building located at 9906 Rocky Hollow; consider approval or other action regarding an Ordinance providing for condemnation of dangerous/substandard building located at 9906 Rocky Hollow - M. Kirkwood

**9. DISCUSSION AND POSSIBLE ACTION**

- (a) Discussion and possible action regarding an Ordinance selecting a member of the City Council to serve as Mayor Pro Tem of the City of La Porte for the period of June 11, 2018, through May 31, 2019 or until successor appointed - P. Fogarty
- (b) Discussion and possible action to fill a vacancy on the La Porte Fiscal Affairs Committee - P. Fogarty
- (c) Discussion and possible action regarding existing Interlocal Agreement with the City of Morgan's Point for municipal court services - C. Alexander
- (d) Discussion and possible action regarding the property and facilities at 9801 Rustic Gate Road - R. Epting
- (e) Discussion and possible action regarding policy for mutual aid response to neighboring communities by the City of La Porte Emergency Medical Service Department - R. Nolen

**10. ADMINISTRATIVE REPORTS**

- Fiscal Affairs Committee Meeting, Wednesday, June 13, 2018
- La Porte Fire Control, Prevention, and Emergency Medical Services District Board Meeting, Thursday, June 21, 2018
- Planning and Zoning Commission Meeting, Thursday, June 21, 2018
- City Council Meeting, Monday, June 25, 2018
- Zoning Board of Adjustment Meeting, Thursday, June 28, 2018

- 11. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies – Councilmembers J. Martin, K. Martin, Kaminski, Zemanek, Bentley, Engelken, Earp, Ojeda and Mayor Rigby

**12. 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 11, 2018 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on June 5, 2018 .

*Patrice Fogarty*



**Council Agenda Item  
June 11, 2018**

1. **CALL TO ORDER**
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- Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

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## **LPPD's K-9's Score as Top Dogs at National Conference**

Since the 2009 start of La Porte Police Department's (LPPD) K-9 program, the K-9 teams have remained quite active. Narcotic-related arrests and other patrol assistance endeavors have led the division to become an invaluable resource for the agency. In order to keep their skills honed, LPPD K-9 teams train regularly and attend the National Narcotic Detector Dog Association (NNDDA)'s conference each year. This year's NNDDA conference was held in Amarillo, Texas.

The National Narcotic Detector Dog Association is a professional, nonprofit organization dedicated to the utilization and proficiency of narcotic scent detector dogs. Their purpose is to provide training specifically related to the laws of search and seizure, by utilizing scent detector dogs and methods of certification for court purposes. Training consists of two days dedicated to hands-on classroom instruction, while the final three days of the week are dedicated to skills testing and individual K-9 team competitions.

The NNDDA 2018 Conference held competitions for patrol duties and narcotics detection. The narcotic contest, in which La Porte's team competed, involved a timed event where the K-9 team was required to locate various types of narcotics within an expansive warehouse setting. Teams also carried the risk of being penalized for improper techniques or if dogs alerted on areas where no contraband was hidden.

More than 90 K-9 team from around the country participated in this year's competition. When the event was concluded, LPPD's K-9 Teams proved themselves to be a force to be reckoned with for yet another year.

Among the 90 teams, La Porte Officer Barry Groaning and canine partner "Huligan", placed 2<sup>nd</sup> overall. La Porte Officer Michael Harness and canine partner "Sylvester" took 8<sup>th</sup> overall giving LPPD two top ten finishes. Huligan was awarded the *Bark, Bandit, Trooper* for single best score of all K-9s over five years old. Finally, the LPPD

received the first place, *Top Team Award* for the highest scoring pair of K-9 Teams from a single agency.



**Council Agenda Item  
June 11, 2018**

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



**BILL BENTLEY**  
Councilmember District 3  
**KRISTIN MARTIN**  
Mayor Pro-Tem  
Councilmember District 4  
**JAY MARTIN**  
Councilmember District 5  
**NANCY OJEDA**  
Councilmember District 6

## **MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE MAY 21, 2018**

The City Council of the City of La Porte met in a regular meeting on **Monday, May 21, 2018**, 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 Ojeda, Zemanek, J. Martin, K. Martin, Bentley, Kaminski and Engelken. Absent: Councilmember Earp. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, Assistant City Manager Jason Weeks, and Assistant City Attorney Clark Askins.

Philip Dunn with Lighthouse Baptist Church provided an invocation, and Mayor Rigby led the Pledge of Allegiance.

- 2. TAKING OF OATH OF OFFICE BY NEWLY ELECTED OFFICIALS LOUIS R. RIGBY, CHUCK ENGELKEN AND BILL BENTLEY.**

City Secretary Patrice Fogarty administered the oath of office to newly elected Mayor, Louis R. Rigby, Councilmember District 2, Chuck Engelken, and Councilmember District 3, Bill Bentley.

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

Councilmembers Ojeda, J. Martin, K. Martin and Kaminski congratulated newly elected Mayor Rigby, Councilmember Chuck Engelken and Councilmember Bill Bentley and also welcomed Bill on his new position.

Councilmember Zemanek congratulated newly elected Mayor Rigby, Councilmember Chuck Engelken, and Councilmember Bill Bentley and wished everyone a happy and safe Memorial Day weekend.

Councilmember Bentley thanked Councilmembers for the warm welcome and commented he looks forward to working with everyone.

Councilmember Engelken congratulated newly elected Mayor Rigby, and Councilmember Bill Bentley, and thanked everyone for attending the meeting.

Mayor Rigby congratulated newly elected Councilmember Chuck Engelken and Councilmember Bill Bentley, and commented the prayers worked for Councilmember Earp's speedy recovery and commented everyone is looking forward to having him back, as well.

4. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 8:33 p.m. Councilmember Zemanek seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember Earp was absent.**

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Patrice Fogarty, City Secretary

Passed and approved on June 11, 2018.

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Mayor Louis R. Rigby

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



**BILL BENTLEY**  
Councilmember District 3  
**KRISTIN MARTIN**  
Mayor Pro-Tem  
Councilmember District 4  
**JAY MARTIN**  
Councilmember District 5  
**NANCY OJEDA**  
Councilmember District 6

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF LA PORTE  
MAY 14, 2018**

The City Council of the City of La Porte met in a regular meeting on **Monday, May 14, 2018**, 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 Ojeda, J. Martin, K. Martin, Leonard, Kaminski, Engelken, and Earp. Absent: Councilmember Zemanek Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, Assistant City Manager Jason Weeks, and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Brian Christen, La Porte Community Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Kristin Martin.
4. **ORDINANCE CANVASSING GENERAL ELECTION AND SPECIAL ELECTION;  
PRESENTATION OF CERTIFICATE OF ELECTION TO NEWLY ELECTED OFFICERS;  
ADMINISTER OATH OF OFFICE TO NEWLY ELECTED OFFICERS**
  - (a) Consider adoption of an ordinance canvassing the 2018 General Election and Special Election held on May 5, 2018, and other election- related actions – P. Fogarty

City Secretary Patrice Fogarty provided the official report totals to Mayor Rigby, and Mayor Rigby requested she read the results.

**MAYOR**

Precinct 1      Louis Rigby      159  
                     Chuck Rosa        4  
                     Wyatt Smith      115

For a total of 278 votes cast.

Precinct 2      Louis Rigby      51  
                     Chuck Rosa        3  
                     Wyatt Smith      28

For a total of 82 votes cast.

Precinct 3      Louis Rigby      90  
                     Chuck Rosa        8  
                     Wyatt Smith      50

For a total of 148 votes cast.

Precinct 4	Louis Rigby	177
	Chuck Rosa	3
	Wyatt Smith	63

For a total of 243 votes cast.

Precinct 5	Louis Rigby	297
	Chuck Rosa	9
	Wyatt Smith	80

For a total of 386 votes cast.

Precinct 6	Louis Rigby	182
	Chuck Rosa	7
	Wyatt Smith	71

For a total of 260 votes cast.

Sum of precinct totals in Mayor's race in all six Precincts: 1,397.

Broken down by candidate:

Louis Rigby	956
Chuck Rosa	34
Wyatt Smith	<u>407</u>
	1,397

**Councilperson-District 2**

Total number of votes received in each precinct:

Precinct 2 only:        Chuck Engelken        75

For a total of 75 votes cast and sum of precinct total in Councilperson-District 2 race.

**Councilperson-District 3**

Total number of votes received in each precinct:

Precinct 3 only:        Bill Bentley        116

For a total of 116 votes cast and sum of precinct total in Councilperson-District 3 race.

**Proposition A -** "THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF LA PORTE AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO CONTINUE TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS."

Total number of votes received in each precinct:

Precinct 1	For	224
	Against	44

For a total of 268 votes cast.

Precinct 2	For	77
	Against	5

For a total of 82 votes cast.

Precinct 3 For 124  
Against 20

For a total of 144 votes cast.

Precinct 4 For 188  
Against 46

For a total of 234 votes cast.

Precinct 5 For 318  
Against 58

For a total of 376 votes cast.

Precinct 6 For 227  
Against 21

For a total of 248 votes cast.

Sum of precinct totals for Proposition A in all six Precincts: 1,352. **Proposition A passed.**

**Proposition B** - "SHALL SECTION 2.02 OF THE LA PORTE CHARTER BE AMENDED TO PROVIDE THAT A CANDIDATE FOR MAYOR OR A COUNCIL POSITION SHALL HAVE BEEN A QUALIFIED VOTER OF THE CITY FOR TWELVE (12) MONTHS IMMEDIATELY PRECEDING ELECTION DAY, INSTEAD OF FOR TWELVE (12) MONTHS AT THE TIME THE CANDIDATE FILES FOR OFFICE; AND, THAT A CANDIDATE FOR A DISTRICT COUNCIL POSITION SHALL HAVE BEEN A QUALIFIED VOTER OF HIS OR HER DISTRICT FOR TWELVE (12) MONTHS IMMEDIATELY PRECEDING ELECTION DAY, INSTEAD OF FOR TWELVE (12) MONTHS AT THE TIME THE CANDIDATE FILES FOR OFFICE, TO CONFORM THE CHARTER TO STATE LAW?"

Total number of votes received in each precinct:

Precinct 1 For 214  
Against 53

For a total of 267 votes cast.

Precinct 2 For 60  
Against 20

For a total of 80 votes cast.

Precinct 3 For 119  
Against 26

For a total of 145 votes cast.

Precinct 4 For 172  
Against 61

For a total of 233 votes cast.

Precinct 5 For 299  
Against 75

For a total of 374 votes cast.

Precinct 6 For 223  
Against 29

For a total of 252 votes cast.

Sum of precinct totals for Proposition B in all six Precincts: 1,351. **Proposition B passed.**

Oaths of office will be taken on the first Monday next following the canvassing, or as soon thereafter as is practicable, pursuant to Section 2.06 of the City of La Porte Home Rule Charter.

Councilmember Kristin Martin made a motion to adopt an Ordinance canvassing the 2018 General Election and Special Election held on May 5, 2018, and other election-related actions. Councilmember Leonard seconded. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember Zemanek was absent.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3706: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS DECLARING THE RESULTS OF THE MAY 5, 2018, CITY OF LA PORTE GENERAL ELECTION FOR THE ELECTION OF A MAYOR, COUNCILPERSON DISTRICT 2 AND COUNCILPERSON DISTRICT 3; DECLARING THE RESULTS OF THE MAY 5, 2018 CITY OF LA PORTE SPEICAL ELECTION FOR PROPOSITION A; REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF LA PORTE AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; AND FOR PROPOSITION B; SHALL SECTION 2.02 OF THE LA PORTE CHARTER BE AMENDED TO PROVIDE THAT A CANDIDATE FOR MAYOR OR A COUNCIL POSITION SHALL HAVE BEEN A QUALIFIED VOTER OF THE CITY FOR TWELVE (12) MONTHS AT THE TIME THE CANDIDATE FILES FOR OFFICE; AND, THAT A CANDIDATE FOR A DISTRICT COUNCIL POSITION SHALL HAVE BEEN A QUALIFIED VOTER OF HIS OR HER DISTRICT FOR TWELVE (12) MONTHS IMMEDIATLEY PRECEDING ELECTION DAY, INSTEAD OF FOR TWELVE (12) MONTHS AT THE TIME THE CANDIDATE FILES FOR OFFICE, TO CONFORM THE CHARTER TO STATE LAW; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; FINDING COMPLINACE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

**5. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**

**(a)** Proclamation – National Police Week – Mayor Rigby

Mayor Rigby presented a proclamation for National Police Week.

At this time he also recognized Officer Anthony Bish as Employee of the First Quarter 2018.

**(b)** Proclamation – Emergency Medical Services Week – Mayor Rigby

Mayor Rigby presented a proclamation for Emergency Medical Services Week.

At this time he also recognized Paramedic Ehren Torres as Employee of the First Quarter 2018.

**(c)** Recognition – Employees of the First Quarter 2018 – Officer Anthony Bish – City of La Porte Police Department and Paramedic Ehren Torres – City of La Porte Emergency Medical Services – Mayor Rigby

See (a) and (b), above.

**(d)** Recognition – Recognition of Outgoing Fire Chief Mike Boaze

Mayor Rigby recognized outgoing Fire Chief Mike Boaze and presented him with a gift from the City for his services over the last 18 years as Fire Chief.

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

Tiffany Vaughn 9915 Rocky Hollow Rd, addressed Council in support of demolishing the home located at 9906 Rocky Hollow Rd.

Wyatt Smith declined to speak and informed he will speak at a later date.

7. **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 Special Called City Council Meeting held on April 14, 2018 and minutes of the Regular City Council Meeting held on April 23, 2018– P. Fogarty
- (b) Consider approval or other action regarding an Ordinance amending the City of La Porte Fiscal Year 2017-18 Budget – S. Wolny
- (c) Consider approval or other action authorizing the City Manager to sign an agreement for participation in the Regional DWI Task Force – K. Adcox
- (d) Consider approval or other action regarding the execution of a Pipeline Permit to FLST LLC, doing business as Lavaca LST LLC for the construction of a 16” Ethane pipeline within the City of La Porte – R. Mancilla
- (e) Consider approval or other action regarding Bid # 18012 for 2018 Asphalt Overlay – D. Pennell
- (f) Consider approval or other action regarding an Interlocal Agreement between the City of La Porte and La Porte Independent School District for a Sergeant position to be stationed at school campus – K. Adcox
- (g) Consider approval or other action regarding the purchase of chemicals and fertilizers from Helena Chemical utilizing Buy Board Contract 529-17 – A. Osmond
- (h) Consider approval or other action regarding an Ordinance vacating, abandoning and closing a portion of the North 15<sup>th</sup> Street right-of-way and an adjacent alley, located in Block 651, Town of La Porte, and authorize the City Manager to execute a deed to the applicant for the subject right-of-way; consider approval or other action to accept 0.3154 acre tract of land from applicant as partial credit against value of closed rights-of-way – I. Clowes

Councilmember J. Martin had questions on Item D. Planning and Development Director Richard Mancilla answered the questions.

Councilmember Engelken made a motion to approve Consent Agenda items pursuant to staff recommendations. Councilmember K. Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember Zemanek was absent.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3707: AN ORDINANCE APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018; FINDING THAT ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET; FINDING COMPLINACE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3708: AN ORDINANCE VACATING, ABANDONING AND CLOSING A PORTION OF THE NORTH 15<sup>TH</sup> STREET RIGHT-OF-WAY LOCATED IN BLOCK 651 OF THE TOWN OF LA PORTE AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNERS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3709: AN ORDINANCE VACATING, ABANDONING AND CLOSING THE 16 FOOT ALLEY LOCATED IN BLOCK 651 OF THE TOWN OF LA PORTE AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNERS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

**8. DISCUSSION AND POSSIBLE ACTION**

- (a)** Discussion and possible action regarding the participation as a sponsor for the 2018 United States Laser National Championship held at the Houston Yacht Club – J. Weeks

Assistant City Manager Jason Weeks presented a summary.

Houston Yacht Club Regatta Committee Member Madonna Breen provided a presentation.

Councilmember Engelken made a motion to approve a \$10,000.00 sponsorship for the 2018 United States Laser National Championship held at the Houston Yacht Club. Councilmember J. Martin seconded. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember Zemanek was absent.**

- (b)** Discussion and possible action authorizing the City Manager to execute an agreement and side-letter agreement with iChoosr, LLC regarding the City sponsoring an opt-in electricity power aggregation auction for the benefit of City of La Porte residents – J. Weeks

Assistant City Manager Jason Weeks presented a summary.

Daniel Wilkinson with iChoosr provided a presentation.

Councilmember Engelken made a motion to deny the request to execute an agreement and side-letter agreement with iChoosr. Councilmember Engelken seconded. **MOTION PASSED 5/3.**

Ayes:	Mayor Rigby, Councilmembers Engelken, Kaminski, Earp, and K. Martin
Nays:	Councilmembers Ojeda, J. Martin and Leonard
Absent:	Councilmember Zemanek

- (c)** Discussion and possible action determining the structure of the Drainage and Flooding Committee and confirming or appointing members – P. Fogarty

**Councilmember K. Martin left the meeting at 7:18 p.m.**

City Secretary Patrice Fogarty presented a summary.

Councilmember Engelken made a motion to keep the three current Committee Members, Jay Martin, Danny Earp, and Chuck Engelken and to name an Alternate at a later date. Councilmember Earp seconded. **MOTION PASSED UNANIMOUSLY 7/0.**

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

**(d)** Discussion and possible action regarding repairs at Fairmont Park West Pool – R. Epting

Parks and Recreation Director Rosalyn Epting presented a summary and reported \$47,120.00 as the total cost for repairs at Fairmont Park West.

After a lengthy discussion, City Manager Alexander asked if Council wanted Staff to go to the Homeowners Association and let them know the City is willing to convey the property to the Homeowners Association. There was no consensus from Council to his question.

Councilmember Earp made a motion to deny doing repairs on the pool as presented. Councilmember Leonard seconded. **MOTION PASSED UNANIMOUSLY 7/0.**

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

**9. REPORTS**

**(a)** Receive report for the Fiscal Affairs Committee Meeting – Councilmember Engelken

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

**10. ADMINISTRATIVE REPORTS**

There were no administrative reports.

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

Councilmember Ojeda commented how appreciative she is to La Porte Police Department for solving a major crime in the community; thanked the Human Resources Department for their hard work at the Public Service Recognition Week event; congratulated new Fire Chief Carl Holley; congratulated Mayor Rigby on his re-election and thanked the other two Mayoral candidates for their willingness to serve.

Councilmember J. Martin congratulated Mike Boaze on his retirement; congratulated Anthony Bish and Ehren Torres as Employees of the First Quarter 2018; congratulated all that were elected in the City of La Porte May election; and requested the City Secretary add the precinct report to the minutes of this meeting.

Councilmember Kaminski congratulated Anthony Bish and Ehren Torres as Employees of the First Quarter 2018; congratulated the Police and Emergency Medical Services Departments on their proclamations; congratulated new Fire Chief Carl Holley; and congratulated Mike Boaze on his retirement;

Councilmember Leonard congratulated Anthony Bish and Ehren Torres as Employees of the First Quarter 2018; and the Police and Emergency Medical Services Departments on their proclamations;

Councilmember Engelken congratulated Mike Boaze on his retirement; congratulated new Fire Chief Carl Holley; congratulated Anthony Bish and Ehren Torres as Employees of the First Quarter 2018; and the Police and Emergency Medical Services Departments on their proclamations; and congratulated Mayor Rigby and Bill Bentley on their election;

Councilmember Earp congratulated Anthony Bish and Ehren Torres as Employees of the First Quarter 2018; and the Police and Emergency Medical Services Departments on their proclamations; congratulated Mayor Rigby, Councilmember Engelken, and Bill Bentley on their election; congratulated Mike Boaze on his retirement;

Mayor Rigby congratulated Anthony Bish and Ehren Torres as Employees of the First Quarter 2018; thanked Mike Boaze for his 18 years of service as Chief; commented he is looking forward to working with new Fire Chief Carl Holley; thanked the Fire, Police and Emergency Medical Services Departments for what they do year round; thanked Councilmembers Engelken, Ojeda, K. Martin and J. Martin for their support during the election; thanked Councilmember Earp for his congratulatory phone call on Saturday night; he thanked the citizens of La Porte for their support during the election; and he commented he is looking forward to serving as Mayor for the next three years.

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

**Texas Government Code, Section 551.074** – Personnel Matter: Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Denise Mitrano, Municipal Court Judge.

City Council recessed the regular Council meeting to convene an executive session at 7:41 p.m. regarding the item listed above.

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

Council reconvened the regular Council meeting at 8:32 p.m. Regarding the evaluation of Denise Mitrano, Municipal Court Judge, Councilmember Ojeda made a motion to give a 5% lump sum payment in the amount of \$6,960.00. Councilmember Leonard seconded. **MOTION PASSED UNANIMOUSLY 7/0. Councilmembers K. Martin and Zemanek were absent.**

14. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 8:33 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 7/0. Councilmembers K. Martin and Zemanek were absent.**

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Patrice Fogarty, City Secretary

Passed and approved on June 11, 2018.

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Mayor Louis R. Rigby

## REQUEST FOR CITY COUNCIL AGENDA ITEM

<b>Agenda Date Requested:</b> <u>6-11-18</u>	<b><u>Budget</u></b>
<b>Requested By:</b> <u>Kenith Adcox</u>	<b>Source of Funds:</b> _____
<b>Department:</b> <u>Police</u>	<b>Account Number:</b> _____
<b>Report:</b> <u>    </u> <b>Resolution:</b> <u>    </u> <b>Ordinance:</b> <u>    </u>	<b>Amount Budgeted:</b> _____
<b>Exhibits:</b> _____	<b>Amount Requested:</b> _____
	<b>Budgeted Item:</b> YES <u>NO</u>

### SUMMARY & RECOMMENDATION

Article III, Section 54-61 of the Code of Ordinances and the Texas Government Code, Section 341.012, both entitled "Police Reserve Force", require that persons appointed by the Chief of Police as reserve police officers must be approved by City Council before they may carry a weapon or otherwise act as a peace officer.

The Department is requesting that City Council approve the appointment of Casey Copley to the Police Reserve Force. Mr. Copley holds a current Peace Officers License with the State of Texas and has met all the same criteria (qualifications, training, screening, etc.) required for a full-time police officer position with the La Porte Police Department. Mr. Copley has been associated with the La Porte Police Department, working as a Jailer, for a number of years.

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**Action Required by Council:**

Approve the appointment of Casey Copley to the La Porte Police Reserve Force.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

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**Date**

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 11, 2018</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: _____ Resolution: _____ Ordinance: _____

<b><u>Budget</u></b>
Source of Funds: <u>N/A</u>
Account Number: <u>N/A</u>
Amount Budgeted: <u>N/A</u>
Amount Requested: <u>N/A</u>
Budgeted Item: <input type="checkbox"/> YES <input type="checkbox"/> NO

**Exhibits:**

- Approved IDA – Ordinance No. 2007-IDA-44
- Area Map
- Water-Sewer Service Application
- Water Service Agreement
- Sanitary Sewer Service Agreement
- Ordinance No. 2005-2808 (WSA Renewal)
- Initial WSA & SSSA

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### SUMMARY & RECOMMENDATION

Dana Tank Container, Inc. has approached the City for renewal of their water service agreement for its facility at 902 Sens Road, in the Battleground Industrial District. Dana Tank Container, Inc. has a current Industrial District Agreement (IDA) with the City through December 31, 2019. However, their utility service agreements expired on December 31, 2007.

The City and Dana Tank Container, Inc. originally entered into a five (5) year Water and Sanitary Sewer Service Agreement, which included a Utility Extension Agreement, on October 26, 1998. The City provided potable water and sanitary sewer service, for usual human domestic consumption and uses, and sanitary sewer service for tank washing and cleaning of tank trucks, as part of this original agreement. Domestic water and sanitary sewer service was approved at 1,000 gallons per day and industrial sewer (tank washing and cleaning) was approved at 28,750 gallons per day.

During review of utility service agreements in 2005, it was noted that Dana’s original agreement expired in 2003 and required renewal. A new agreement was approved in 2005, extending the terms through December 31, 2007, in effort to create concurrent terms for Industrial District Agreements and Water/Sewer Service Agreements. Dana’s current IDA was renewed with terms from January 1, 2008 through December 31, 2019. However, the company’s Water and Sanitary Sewer Service Agreements were not renewed at that time.

The current Council approved policy allows utility service(s) to be provided to companies located outside the city limits and within the City’s industrial districts (ETJ) on a case by case basis, and usage is restricted to domestic use only. Dana’s application for utility service(s) includes a request for an additional 500,000 gallons per month for their industrial tank wash facility, as well as a request to discharge industrial waste water, from tank cleaning operations, into the City’s sanitary sewer collection system.

Based on Dana Tank Container, Inc. stated demand for domestic uses, the average monthly volume for potable water is 141,825 gallons (4,650 gallons per day). Under the terms of the current policy, the company will pay

one and one-half (1-1/2) times the City's current utility rate for service. The company will pay two (2) times the City's current utility rate for service for any additional monthly usage beyond 141,825 gallons. In cursory review of the request for an additional 500,000 gallons per month (or 11 gallons per minute), staff expects minimal impacts to the existing water distribution system. However, actual impacts will be factored into the 2018 Water Master Plan Update, and if necessary, the terms of this agreement could be revisited based on the results of the water model.

Based on Dana Tank Container, Inc. stated demand for domestic uses, the average monthly volume for domestic wastewater is 120,551 gallons (3,952.5 gallons per day). Under the terms of the current policy, the company will pay one and one-half (1-1/2) times the City's current utility rate for service. The company will pay two (2) times the City's current utility rate for service for any additional monthly usage beyond 141,825 gallons.

Dana's request to discharge industrial waste water, from their tank cleaning operations, into the City's sanitary sewer collection system shall be subject to the City's Wastewater Discharge Permit.

If approved, the terms of Dana Tank Container, Inc. Water/Sewer Service Agreement(s) shall expire on December 31, 2019, plus any renewals or extensions thereof. However, these agreements will automatically expire at such time as there is no effective Industrial District Agreement between the parties, or if the City exercises its right of termination.

Staff recommends approval of the Water Service Agreement and Sanitary Sewer Service Agreement, with the conditions outlined in Exhibit 'A' of the agreement.

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**Action Required by Council:**

Consider approval or other action, authorizing the City Manager to execute a Water Service Agreement, or a Sanitary Sewer Service Agreement with Dana Tank Container, Inc., or both for its facility at 902 Sens Road, in the Battleground Industrial District.

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**Approved for City Council Agenda**

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**Corby D. Alexander**

---

**Date**

**ORDINANCE NO. 2007-IDA-44**

**AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH DANA TANK CONTAINERS, INC, A NEW JERSEY CORPORATION FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEROF.**

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

Section 1. Dana Tank Containers, Inc, a New Jersey Corporation has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

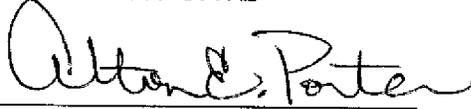
Section 2. The Mayor, the Assistant City Manager, the City Secretary, and the City attorney of the City of La Porte, be and they are hereby, authorized and empowered to execute and deliver on behalf of the City of La Porte, the industrial district agreement with the corporation named in Section 1 hereof.

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

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

**PASSED** and **APPROVED**, this 3<sup>rd</sup> day of December, 2007.

CITY OF LA PORTE



Alton Porter, Mayor

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ATTEST:



Martha Gillett, City Secretary

APPROVED:



Knox Askins, City Attorney

# American Property Tax Service, Inc.

Property Tax Consultants  
9494 Southwest Freeway, Suite 810

Houston, Texas 77074  
Telephone 713/278-0222

Fax Number 713/278-0444

Friday, November 09, 2007

Mr. Ron Harper, Controller Houston Area  
Albemarle Corporation  
1000 N South Ave  
Post Office Box 2500  
Pasadena, Texas 77501-2500

RECEIVED

NOV 21 2007

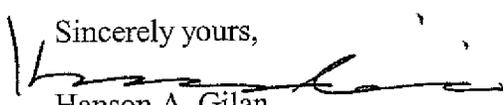
Re: **City of La Porte Industrial District Contract** **La Porte Tax Office**  
**Due by 11/21/2007**

Dear Ron:

Enclosed you will find two copies of the Industrial District Contract from the City of La Porte that we negotiated on your firm's behalf that calls for a twelve years term commencing January 1, 2008. The contract calls for the valuation rate of 62% year one thru 6 and 63% year 7 thru 12. Construction work in progress would be assessed at 20% year 1 thru 6 and 25% year 7 thru 12.

Please refer to the contract instruction page, sign both copies and return them to the City of La Porte prior to the above deadline. If in the meantime you have questions or comments on this matter, please call me at 713/278-0222.

Sincerely yours,

  
Hanson A. Gilan

RECEIVED

NOV 21 2007

La Porte Tax Office

NO. 2007-IDA-44 §  
STATE OF TEXAS §  
COUNTY OF HARRIS §

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and DANA TANK CONTAINERS INC., a New Jersey corporation, hereinafter called "COMPANY",

W I T N E S S E T H:

WHEREAS, it is the established policy of the City Council of the City of La Porte, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the City and its citizens; and

WHEREAS, pursuant to its policy, City has enacted Ordinance No. 729, designating portions of the area located in its extraterritorial jurisdiction as the "Battleground Industrial District of La Porte, Texas", and Ordinance No. 842A, designating portions of the area located in its extraterritorial jurisdiction as the "Bayport Industrial District of La Porte, Texas", hereinafter collectively called "District", such Ordinances being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, Company is the owner of land within a designated Industrial District of the City of La Porte, said land being legally described on the attached Exhibit "A" (hereinafter "Land"); and said Land being more particularly shown on a plat attached as Exhibit "B", which plat describes the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte; and

WHEREAS, City desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into this Agreement with Company pursuant to Ordinance adopted by the City Council of said City and recorded in the official minutes of said City:

FINAL DRAFT: November 1, 2007

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of City referred to above, City and Company hereby agree with each other as follows:

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof; and provided, however, it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

In the event that any portion of the Land has heretofore been annexed by City, Company agrees to render and pay full City ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu"

payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

### III.

A. The properties upon which the "in lieu of" taxes are assessed are more fully described in subsections 1, 2, and 3 of subsection C, of this Paragraph III (sometimes collectively called the "Property"); provided, however, pollution control equipment installed on the Land which is exempt from ad valorem taxation pursuant to the provisions of Sec. 11.31 of the Texas Property Tax Code is exempt from ad valorem taxation and "in lieu of taxes" hereunder. Property included in this Agreement shall not be entitled to an agricultural use exemption for purposes of computing "in lieu of taxes" hereunder.

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

C. Company and City agree that the following percentages ("Percentage Amount") shall apply during each of the Value Years:

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

Company agrees to pay to City an amount of "in lieu of taxes" on Company's land, improvements and tangible personal property in the unannexed area equal to the sum of:

1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and
  
2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Years following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
  - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
  - ii. a cumulative value of at least \$3,500,000.00.

For the purposes of this Agreement, multiple projects that are completed in a Value Year can be cumulated to arrive at the amount for the increase in value.

- (c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and
3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

with the sum of 1, 2 and 3 reduced by the amount of City's ad valorem taxes on the annexed portion thereof as determined by appraisal by the Harris County Appraisal District.

4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.

5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

#### IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

#### V.

This Agreement may be extended for an additional period or periods by agreement between City and Company and/or its assigns even though it is not extended by agreement between City and all of the owners of all land within the District of which it is a part.

#### VI.

A. In the event Company elects to protest the valuation for tax purposes set on its said properties by City or by the Harris County Appraisal District for any year or years during the terms hereof, nothing in this Agreement shall preclude such protest and

Company shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by Company, and except as otherwise provided in Article VI(B), Company agrees to pay to City on or before the date therefor hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of Company's hereinabove described property which would be due to City in accordance with the foregoing provisions of this Agreement on the basis of renditions which shall be filed by Company.

When the City or Harris County Appraisal District (as the case may be) valuation on said property of Company has been so finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final conclusion of the controversy, then within thirty (30) days thereafter Company shall make payment to City of any additional payment due hereunder, or City shall make payment to Company of any refund due, as the case may be, based on such final valuation, together with applicable penalties, interests, and costs.

B. Should Company disagree with any appraisal made by the independent appraiser selected by City pursuant to Article II above (which shall be given in writing to Company), Company shall, within twenty (20) calendar days of receiving City's invoice, give written notice to the City of such disagreement. In the event Company does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this Agreement.

Should Company give such notice of disagreement, Company shall also submit to the City with such notice a written statement setting forth what Company believes to be the market value of Company's hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of Company's property for "in lieu" purposes hereunder. If, after the expiration of thirty (30) days from the date the notice of disagreement was received by City, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI(B).

Notwithstanding any such disagreement by Company, Company agrees to pay to City on or before December 31 of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments which would be due hereunder on the basis of Company's written valuations statement submitted to City by Company hereunder, or the total assessment and "in lieu of taxes" thereon for the last preceding year, whichever is higher.

1. A Board of Arbitrators shall be created composed of one person named by Company, one by City, and a third to be named by those two. In case of no agreement on this arbitrator in 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of Company's property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 171, "General Arbitration", Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by the Company and the city, provided that each party shall bear its own attorneys fees.

#### VII.

City shall be entitled to a tax lien on Company's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by City in the same manner as provided by law for delinquent taxes.

#### VIII.

This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by Company situated within said territory, for so long as this Agreement or any extension thereof remains in force. Company shall give City written notice within ninety (90) days, with full particulars as to property assigned and identity of assignee, of any disposition of the Land, and assignment of this Agreement.

#### IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any

existing industrial district agreements after the effective date hereof and while this Agreement is in effect, which contains terms and provisions more favorable to the landowner than those in this Agreement, Company and its assigns shall have the right to amend this Agreement and City agrees to amend same to embrace the more favorable terms of such agreement or renewal agreement.

X.

The parties agree that this Agreement complies with existing laws pertaining to the subject and that all terms, considerations and conditions set forth herein are lawful, reasonable, appropriate, and not unduly restrictive of Company's business activities. Without such agreement neither party hereto would enter into this Agreement. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, articles or other parts of this Agreement or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrase, clause, sentence, paragraph, section, article or other part of the Agreement shall be deemed to be independent of and separable from the remainder of this Agreement and the validity of the remaining parts of this Agreement shall not be affected thereby.

XI.

Upon the commencement of the term of this Agreement, all other previously existing industrial district agreements with respect to said Land shall terminate.

XII.

Notices by a party to the other party hereto, shall be mailed or delivered as follows:

To the City of La Porte:

City Manager  
City of La Porte  
604 West Fairmont Parkway  
La Porte, TX 77571

To Company:

JANA TANK CONTAINER INC  
(COMPANY)  
Attention: R. JANA Department  
210 ESSEX AVE E.  
AURORA, NJ 07001

Company shall promptly notify City of any change of ownership of Property, any assignment of this Agreement, and of any change of billing address.

Company shall notify City annually, on or before June 1, of any changes to the following information:

Plant Manager

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Tax Agent/Billing Contact

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

ENTERED INTO effective the 1st day of January, 2008.

JANA TRAIL CONTAINER, INC.  
(COMPANY)  
By: \_\_\_\_\_  
Name: RONALD B JANA  
Title: PRESIDENT  
Address: 210 ESSEX AVE E  
AVENUE, NJ 07001

ATTEST:  
Marsha [Signature]  
City Secretary

CITY OF LA PORTE  
By: Alton E. Porter  
Alton E. Porter  
Mayor

APPROVED:  
[Signature]  
Knox W. Askins  
City Attorney  
City of La Porte

By: [Signature]  
John Joerns  
Assistant City Manager

P.O. Box 1218  
La Porte, TX 77572-1218  
281.471.1886  
281.471.2047 fax  
knoxaskins@comcast.net

CITY OF LA PORTE  
604 West Fairmont Parkway  
La Porte, TX 77571



**"EXHIBIT A"**

(Metes and Bounds Description of Land)

Ordinance 2007-IDA-44

Dana Tank Containers, Inc

Exhibits A & B

See Ordinance 2000-IDA-48

**"EXHIBIT B"**

Attach Plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte.)

**"EXHIBIT C"**

Page 1 of 3

**RULES AND REGULATIONS**

Any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be subject to the following rules and regulations pertaining to new signage, screening, driveways and median crossovers. These rules and regulations shall apply after the effective date of this Agreement when Company develops or constructs improvements on vacant Land described in Exhibit "A" which is adjacent to Fairmont Parkway, State Highway 225, or State Highway 146.

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
  - ◆ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
  - ◆ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
  - ◆ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
  - ◆ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
  - ◆ Freestanding identification signs shall not exceed 45 feet in height.
  - ◆ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
  - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"  
Page 2 of 3

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.
- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

For items b and c above, the actual length of required screening along the roadway will be equal to the length of the new development that is parallel to the roadway. Screening shall not be required for new development that is to the rear of or behind existing facilities.

In all cases the 50' strip, along the entire roadway frontage, shall be dedicated as a landscape easement and shall be kept free from any improvements except for approved driveway access and identification signs.

For cases of new development or improvements where a 50' landscape easement is not available or practical, Company shall meet with City to determine a suitable landscaping alternative.

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.
3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

Driveways opening from said strip of land onto Fairmont Parkway shall be subject to the rules and regulations of Harris County and provisions of the City's Code of Ordinances, whichever is more restrictive.

**"EXHIBIT C"**  
**Page 3 of 3**

4. Driveways opening from said strip of land onto Fairmont Parkway shall be approved by the City and may require the installation of separate acceleration/deceleration lanes.
5. Installation of a median crossover on Fairmont Parkway shall be subject to the approval of both Harris County and City.



Dana Tank Container Site

**Legend**

**Street Names**

-  City Limits
-  Railroad
-  Drainage Channels
-  Parcels

*Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of La Porte makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of La Porte from any damage, loss, or liability arising from such use.*



**City of La Porte**  
 604 W. Fairmont Parkway  
 La Porte, TX 77571  
 (281) 471-5020  
 www.laportetx.gov

# La Porte GIS Mapping

1" = 1,528'



CITY OF LA PORTE PLANNING DEPARTMENT  
604 West Fairmont Parkway, La Porte, TX 77571  
Phone: 281.471.5020, Fax: 281.470.5005  
www.laportetx.gov

**- City Use Only -**

Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_  
Date of Initial Review Meeting: \_\_\_\_\_  
Date of Internal Review Meeting: \_\_\_\_\_  
Request Meets Policy Guidelines?: \_\_\_\_\_ Y or N  
Date of Notification to Company: \_\_\_\_\_

**APPLICATION for WATER / SEWER SERVICE to COMPANIES  
WITH AN INDUSTRIAL DISTRICT AGREEMENT (IDA)**

Note: Submittal of partial or incomplete information may delay processing of your application

**1.) COMPANY NAME (per Applicant's IDA w/ City):**

Name: DANA CONTAINER  
Phone #: 281-471-4700 X 119  
Fax #: 281-470-2570  
E-Mail: RFERNANDEZ@DANACOMPANIES.COM  
Company Address: 902 SENS RD LA PORTE TX 77571

**2.) \*SITE TENANT (if other than "Company"):**

Company Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

**3.) PROPERTY DATA (If available, include any survey, plat, site plan, map or sketch of the subject site with this form):**

\*Company's Industrial District Agreement No.: 2007 - IDA - 044

\*Site Address: 902 SENS RD LA PORTE TX 77571

Site HCAD ID(s): 064-222-000-0027; \_\_\_\_\_; \_\_\_\_\_

Total Site Acreage (Per Exhibit "A" of Company's IDA): 35 Acres

**4.) SITE FACILITY INFORMATION (If available, include any site plan or sketch of the subject facility with this form):**

New Construction

Describe Project: \_\_\_\_\_

New Tenant Requesting **Additional** Water and/or Sanitary Sewer Allocation

(Specify reason(s) for additional allocation request: \_\_\_\_\_

\*Full-time Regular + Full-time Contract Employees who will occupy this facility: 93 Total Full-Time Employees

\*\*Current Amount of Water Allocated to Company by existing Water Service Agreement: 30,500 gallons per month

\*\*Current Amount of Sewer Allocated to Company by existing Sewer Service Agreement: 858,575 gallons per month

**5.) WATER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

Domestic Uses (i.e. Drinking, Flushing, Etc.)

Other (describe): REQUESTING ADDITIONAL 500,000 GALLONS PER MONTH FOR INDUSTRIAL TANK WASH FACILITY

**6.) SANITARY SEWER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

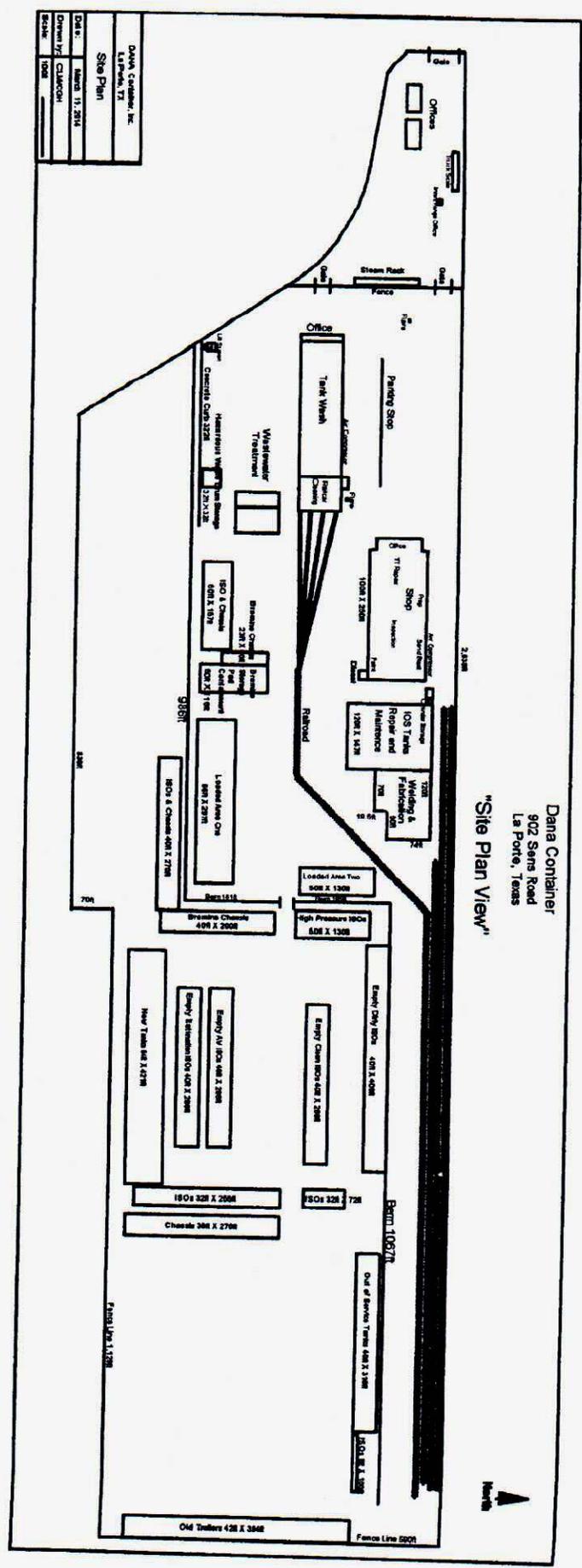
Domestic Uses (i.e. Wastewater from domestic uses)

Other (describe): INDUSTRIAL WASTE WATER FROM TANK CLEANING OPERATIONS

\* An Administrative Fee of \$100 per employee is assessed for each agreement (Min Fee = \$5,000; Max Fee = \$15,000)

\*\*If Applicable

Dana Container  
 902 Sans Road  
 La Porte, Texas  
 "Site Plan View"



DATE	11/2/81
BY	CLM/CH
SCALE	1/8" = 1'-0"

DANA CONTAINER, INC.  
 LA PORTE, TX

Site Plan

STATE OF TEXAS §

COUNTY OF HARRIS §

CITY OF LA PORTE  
WATER SERVICE AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and DANA CONTAINER INC hereinafter called "COMPANY".

I.

COMPANY is the owner of certain real property which is situated within the CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing potable water from CITY for usual human domestic uses. Previous planning considerations for the long-range potable water supply of CITY did not include the needs of properties located outside the corporate limits of CITY. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited water service. CITY agrees, however, to provide limited potable water service to COMPANY. For and in consideration of furnishing domestic potable water by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees that will be located at the COMPANY'S property as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Full-Time Employees on site	<u>93</u>
+ Number of Full-Time Contract Employees on site	<u>          </u>
= Total On-Site Full-Time Employees	<u>93</u>
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	<u>4,650 gpd</u>
Total Amount of Potable Water Approved for COMPANY (Average Monthly Volume, gal)	<u>141,825 gal</u>

## IV.

CITY has determined that adequate resources are available to CITY to furnish potable water to COMPANY based on the following terms and conditions, to-wit:

- (A) COMPANY shall pay to CITY a one-time administrative fee of \$\_\_\_\_\_.
- (B) The total amount of potable water approved to COMPANY is established at 4,650 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of 141,825 ( ) gallons is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 141,825 ( ) gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of 141,825 ( ) gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) COMPANY'S site design and site development will, in certain cases, be subject to specific "Rules and Regulations" as defined in Exhibit "C" of COMPANY'S Industrial District Agreement with CITY.
- (J) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.
- (K) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY to protect CITY from any possible cross-connections.
- (L) COMPANY'S potable water supply system will be segregated from any existing and future fire protection system.

- (M) The total cost for the engineering design and construction of any potable water main, service line, back flow preventer, meter or other required appurtenances will be the responsibility of COMPANY.
- (N) COMPANY agrees to be bound by all applicable ordinances of CITY, relative to the furnishing of potable water to customers within the corporate limits of CITY.
- (O) There shall be no resale of water provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (P) CITY'S personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY shall have the right to inspect any and all work related to the furnishing of potable water to COMPANY.
- (Q) CITY shall have the right to interrupt or temporarily suspend said water service to COMPANY if an emergency arises and there is not an adequate water supply to meet the needs of the citizens of La Porte.
- (R) CITY reserves the right to enforce its drought contingency plan on all water customers at CITY'S sole discretion.
- (S) CITY does not guarantee its water system to provide specific water pressure and/or water volume requirements of COMPANY.

#### V.

All expenses of the installation of the meter; service lines from the main to the meter; and from the meter to COMPANY'S facilities, shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities beyond the meter. CITY shall own the meter.

#### VI.

In the event a State or Harris County license, permit, or permission to install the water main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S water facilities, reading its water meter(s) and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects

within ten (10) calendar days from date of written notice by CITY may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public water supply is threatened.

## IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another water supply. If the transition is not complete within said six-month period, CITY shall have the right to terminate water service at its sole discretion.

## X.

In the event of any conflict between the terms and provisions of this Water Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Water Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall expire on December 31, 2019 plus any renewals and extensions thereof. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the 21<sup>st</sup> day of May, 2018.



Signature of Company's Authorized Representative

Printed Name: RUBEN FERNANDEZ

Company Representative's Title: SR. OPERATIONS MGR.

Company's Address:

210 ESSEX AVE E.  
AUNEL NS, 07001

ATTEST:

CITY OF LA PORTE

\_\_\_\_\_

Patrice Fogarty  
City Secretary

\_\_\_\_\_

Louis R. Rigby  
Mayor

APPROVED:

\_\_\_\_\_

Knox W. Askins  
City Attorney

By:

\_\_\_\_\_

Corby D. Alexander  
City Manager

**EXHIBIT "A"**  
to Water Service Agreement

The Water Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive water service from CITY per the terms of the Water Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

**Additional Requirements of COMPANY:**

1. COMPANY is "requesting additional 500,000 gallons per month for industrial tank washing facility." CITY shall provide water service for domestic use in accordance with Section III of this agreement. COMPANY shall be billed in accordance with Section IV.(F) and Section IV.(G) of this agreement for any water usage beyond monthly usage approved within Section III of this agreement.

**Initial for Approval:**

CITY APPROVAL: \_\_\_\_\_

COMPANY APPROVAL: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF HARRIS §

**CITY OF LA PORTE  
SANITARY SEWER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and DANA CONTAINER INC hereinafter called "COMPANY".

I.

COMPANY is the COMPANY of certain real property, which is situated in CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing sanitary sewer service from CITY for usual human domestic uses. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited sanitary sewer service. CITY agrees, however, to provide limited sanitary sewer service to COMPANY. For and in consideration of furnishing sanitary sewer service by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees, as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Employees on-site	<u>93</u>
Number of Contract Employees	<u>          </u>
Total on-site Employees	<u>93</u>
Sanitary Sewer Desired for Domestic Use (Total on-site times 50 gpd per employee)	<u>4,650</u>
Total Amount of Sanitary Sewer Approved For COMPANY (Average Monthly Volume, gal)	<u>120,551</u>

## IV.

CITY has determined that adequate facilities are available to allow CITY to furnish sanitary sewer to COMPANY based on the following terms and conditions, to-wit:

- (A). COMPANY shall pay to CITY a one-time administrative connection charge of \$ N/A.
- (B). COMPANY shall pay the standard sewer tap fee based on CITY'S current sewer tap fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard sewer deposit fee through CITY'S Utility Billing Division prior to receiving sewer service from CITY.
- (C). The average daily volume is established at 3952.5 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day established by CITY.
- (D). The average monthly volume is calculated to be eighty-five percent (85%) of the average daily volume multiplied by a factor of 30.5, which shall be used to facilitate service billings.
- (E). The cost of sanitary sewer service up to the average monthly volume of 120,551 ( ) gallons shall be one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (F). The cost of sanitary sewer service for amounts in excess of the established average monthly volume shall be two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G). Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 120,551 ( ) gallons. Repeated sanitary sewer delivery greater than the established average monthly volume may result in termination of service.
- (H). COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require the suspension of use of the sanitary sewer system for periods not to exceed thirty-six hours.
- (I). CITY shall have the right to interrupt or temporarily suspend said sanitary sewer service to COMPANY if an emergency arises and there is not an adequate sewer collection or treatment capacity to meet the needs of the citizens of La Porte.
- (J). COMPANY shall file application with CITY for an Industrial Waste Permit and hereby agrees to be bound by CITY'S Industrial Waste Ordinance (Chapter 74, Article II of the Code of Ordinances) and any subsequent amendments or revisions.
- (K). Owner shall install a sanitary sewer sampling well in accordance with CITY'S standards to ensure no sewer waste, other than domestic waste enters its sanitary sewer system.
- (L). The total cost for the engineering design and construction of any sanitary sewer main, service line, lift station, meter or other required appurtenances will be the responsibility of COMPANY.

- (M). COMPANY agrees that it shall be bound by all applicable ordinances of CITY, relative to the furnishing of sanitary sewer service to customers within the corporate limits of CITY.
- (N). COMPANY shall install a sanitary sewer sampling well in accordance with CITY's standards.
- (O). All plumbing installed by COMPANY connected to the sanitary sewer line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements. CITY'S engineering and code enforcement personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY plumbing inspectors shall have the right to inspect any and all work related to the furnishing of sanitary sewer service to COMPANY.
- (P). There shall be no resale of the sanitary sewer service provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (Q). COMPANY shall submit a certified site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development project may be subject to certain additional requirements as described in Exhibit "A", attached. These requirements shall be shown on the site plan and approved by City.

#### V.

All expenses of the installation of service lines from the main to the COMPANY'S facilities shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities.

#### VI.

In the event a State or Harris County license, permit, or permission to install the sanitary sewer main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S sanitary sewer facilities, and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects within ten (10) days may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public sanitary sewer system is threatened.

## IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another sanitary sewer service provider. If the transition is not complete within said six-month period, CITY shall have the right to terminate sanitary sewer service at its sole discretion.

## X.

In the event of any conflict between the terms and provisions of this Sanitary Sewer Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Sanitary Sewer Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall terminate on December 31, 2019. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the 21<sup>st</sup> day of MAY, 2018.



Signature of Company's Authorized Representative

Printed Name: RUBEN FERNANDEZ

Company Representative's Title: SR OPERATIONS MGR.

Company's Address:

210 ESSEX AVE E

AVENUE N'S 07001

ATTEST:

CITY OF LA PORTE

\_\_\_\_\_

\_\_\_\_\_

Patrice Fogarty  
City Secretary

Louis R. Rigby  
Mayor

APPROVED:

\_\_\_\_\_

By: \_\_\_\_\_

Knox W. Askins  
City Attorney

Corby D. Alexander  
City Manager

**EXHIBIT "A"**  
to Sanitary Sewer Service Agreement

The Sanitary Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive sewer service from CITY per the terms of the Sanitary Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

**Additional Requirements of COMPANY:**

1. COMPANY is requesting that CITY accept "industrial waste water from tank cleaning operations." CITY shall provide sanitary sewer service for domestic use in accordance with Section III of this agreement. COMPANY shall be billed in accordance with Section IV.(D), Section IV.(F) and Section IV.(G) of this agreement for any sanitary sewer discharge beyond monthly usage approved within Section III of this agreement.
  
2. COMPANY shall be required to obtain a Wastewater Discharge Permit, from CITY, authorizing COMPANY to discharge industrial waste from cleaning operation into CITY's sanitary sewer collection system.

**Initial for Approval:**

CITY APPROVAL: \_\_\_\_\_

COMPANY APPROVAL: \_\_\_\_\_

**AN ORDINANCE APPROVING AND AUTHORIZING A RENEWAL AND EXTENSION OF THE WATER SERVICE AGREEMENT BETWEEN THE CITY OF LA PORTE AND DANA TANK CONTAINER, FOR A TERM COMMENCING UPON THE EFFECTIVE DATE OF PASSAGE AND APPROVAL OF THIS ORDINANCE AND EXPIRING ON DECEMBER 31, 2007; FINDING COMPLAINT 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. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of La Porte. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. 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 opened 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 3. This ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED, this 14<sup>th</sup> day of February, 2005.

CITY OF LA PORTE

By: Alton E. Porter  
Alton E. Porter  
Mayor

ATTEST:

Martha A. Gillett  
Martha A. Gillett  
City Secretary

APPROVED:

Knox W. Askins  
Knox W. Askins  
City Attorney

# REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: February 14, 2005  
Requested By: Wayne Sabo *MS 2-4-05*  
Department: Planning  
Report: \_\_\_ Resolution: \_\_\_ Ordinance: X

## Appropriation

Source of Funds: N/A  
Account Number: N/A  
Amount Budgeted: N/A  
Amount Requested: \_\_\_\_\_  
Budgeted Item: \_\_\_ YES X NO

### Exhibits:

1. Ordinance
2. Water Service Agreement Extension

## SUMMARY & RECOMMENDATION

### Summary:

The City is reviewing utility service agreements with its industrial district customers to determine which agreements have expired or are due to expire within the coming months.

Dana Tank Container, Inc. has a current Industrial District Agreement (IDA) with the City through December 31, 2007. However, the company's Water and Sanitary Sewer Service Agreement expired on October 26, 2003.

It is the City's desire to create concurrent terms for Industrial District and Utility Service Agreements. In order to achieve this, the term of Dana's expired Water and Sanitary Sewer Service Agreement must be extended to coincide with the term of its IDA thereby allowing the City to consider renewal of both agreements for the next next seven (7) year term beginning in January of 2008. It is anticipated that subsequent renewals of the company's agreements will share the same seven (7) year term depending on the City's future ability to supply utility service.

Staff has met with representatives of Dana Tank Container regarding the renewal and extension of the current term of its Water and Sanitary Sewer Service Agreement. The company is agreeable to the extension of its current utility service agreements through December 31, 2007.

### Recommendation:

Staff recommends approval of an ordinance to renew and extend the current term of Dana Tank Container's Water and Sanitary Sewer Service Agreement through December 31, 2007.

### Action Required of Council:

Consider approval of an ordinance authorizing the *Mayor* ~~City Manager~~ to enter into an agreement with Dana Tank Container, Inc. to extend the terms of its previous Water and Sanitary Sewer Service Agreement through December 31, 2007.

### Approved for City Council Agenda

*Debra Brooks Feazelle*  
Debra Brooks Feazelle, City Manager

*2-8-05*  
Date

STATE OF TEXAS §

COUNTY OF HARRIS §

WATER AND SANITARY SEWER SERVICE AGREEMENT  
(With Utility Extension Agreement)

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and DANA TANK CONTAINER, INC., a New Jersey corporation, hereinafter called "COMPANY".

I.

COMPANY is the owner of certain real property which is situated in CITY'S Battleground Industrial District and not within the corporate limits of the CITY. CITY and COMPANY have entered into an Industrial District Agreement, and a Utility Extension Agreement, both of even date herewith, reference to which is here made for all purposes; and Whereas, it is the intention of CITY and COMPANY that should there be any conflict between the provisions of said Industrial District Agreement, and said Utility Extension Agreement, and the terms and provisions of this Water and Sewer Service Agreement, the terms and provisions of the Water and Sewer Service Agreement and the Utility Extension Agreement, as the case may be, shall control, to the extent of such conflict only.

II.

COMPANY is desirous of purchasing potable water and sanitary sewer service from CITY for usual human domestic consumption and uses, and sanitary sewer service for tank washing and cleaning of tank trucks by COMPANY. Previous planning considerations for the long-range potable water supply and sanitary sewer service of CITY did not include the needs of property located outside the city limits of CITY. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited water and sanitary sewer service as requested. CITY agrees, however, to provide limited potable water and sanitary sewer service to COMPANY. For and in consideration of furnishing domestic potable water and sanitary sewer service by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made the following representations to CITY as to its request for water and sanitary sewer service, as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Domestic water and sanitary sewer = 1,000 gallons per day (gpd)

Industrial sewer (tank washing and cleaning) = 28,750 gallons per day (gpd)

IV.

CITY has determined that adequate facilities are available to CITY to furnish limited potable water and sanitary sewer to COMPANY based on the following terms and conditions, to-wit:

PAYMENT

(A) Payment to CITY in the amount of \$114,355.00 for participation in City's construction costs for extending casings and carrier pipe across State Highway 225. Construction costs for lines extended under the Utility Extension Agreement shall be credited against this \$114,355.00.



(B) An initial payment of \$25,000.00 shall be due and payable to the City upon execution of this agreement and prior to construction of utilities extended under the Utility Extension Agreement. The balance shall be paid in full upon completion and acceptance of lines extended under the Utility Extension Agreement and before any water and sewer service is provided to COMPANY.



(C) COMPANY shall file an application for water service with CITY'S Utility Billing Division and pay appropriate deposit.

## POTABLE WATER SERVICE

- (A) The average daily demand for domestic usage of water is established at 1,000 gallons per day (gpd).
- (B) The average monthly demand for domestic usage of water, thirty thousand five hundred (30,500) gallons per month (gpm) is established by multiplying the average daily demand by a factor of 30.5, which shall be used to facilitate service billings.
- (C) The cost of domestic water up to the average monthly demand of thirty thousand five hundred (30,500) gallons per month shall be one hundred fifty percent (150%) of the CITY'S current rate as established from time to time for commercial customers inside its corporate limits.
- (D) The cost of domestic water amounts used in excess of the established average monthly demand shall be two hundred percent (200%) of the CITY'S current rate as established from time to time for commercial customers inside its corporate limits.
- (E) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly demand of thirty thousand five hundred (30,500) gallons of potable water service for domestic usage. Repeated consumption greater than the established average monthly demand may result in termination of service.
- (F) CITY shall have the right to interrupt or temporarily suspend water service to COMPANY if an emergency arises and there is not an adequate water supply to meet the needs of citizens of La Porte.
- (G) CITY reserves the right to enforce its drought contingency plan on all water customers at CITY'S sole discretion.
- (H) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY to protect CITY from any possible cross connections. All backflow prevention assemblies shall be tested upon installation by a recognized backflow

prevention assembly tester. Backflow prevention assemblies must also be tested and certified at least annually or at CITY's discretion.

- (I) COMPANY agrees that it shall be bound by all applicable ordinances of CITY, and regulations of any state or federal agency having jurisdiction relative to the furnishing of potable water to customers within the corporate limits of CITY. Should there be any conflicts between the provisions of this agreement and normal billing practices of the CITY, this agreement shall prevail to the extent of the conflict only.
- (J) The potable water supply system will be segregated from any existing and future COMPANY fire protection system.
- (K) There shall be no resale of the water provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (L) The total cost for the engineering design and construction of any potable water main, service line, back flow preventer, meter or other required appurtenances will be the responsibility of COMPANY.
- (M) All expenses of the installation of the meter; service lines from the main to the meter; and from the meter to COMPANY'S facilities, shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities beyond the meter. CITY shall own and maintain the meter.

#### WASTEWATER SERVICE

- (A) Sanitary sewer service extended to COMPANY will be to provide for domestic usage and tank cleaning operations to the DANA Corporation. The average daily demand for wastewater is established at 29,750 gallons per day (gpd). COMPANY shall be limited to 28,750 gallons per day (gpd) for purposes of tank washing and cleaning and shall be restricted to total wastewater flow of 29,750 gallons per day (gpd).

- (B) The average monthly demand for wastewater, nine hundred seven thousand three hundred seventy five (907,375) gallons per month is established by multiplying the average daily demand for wastewater by a factor of 30.5, which shall be used to facilitate service billings.
- (C) The cost of wastewater up to the average monthly demand of 907,375 gallons per month shall be one hundred fifty percent (150%) of the CITY'S current rate as established from time to time for commercial customers inside its corporate city limits.
- (D) The sanitary sewer costs for amounts used in excess of the established 907,375 gallons per month demand shall be two hundred percent (200%) of the CITY'S current rate as established from time to time for commercial customers inside its corporate limits.
- (E) Nothing contained in this agreement shall obligate the CITY to furnish more than the average monthly demand of 907,375 gallons per month. Repeated consumption greater than the established average monthly demand may result in termination of service.
- (F) For purposed of billing and compliance with other provisions of this agreement. COMPANY agrees to install a meter to measure the sanitary wastewater flow from COMPANY'S facilities. COMPANY shall be billed for 100% of the metered wastewater flow. CITY shall approve the location and type of meter.
- (G) COMPANY agrees that annually or at the CITY'S discretion, the meter shall be calibrated and the results furnished to the CITY. All testing shall be at COMPANY'S expense.
- (H) COMPANY agrees to construct enough sanitary sewer storage on-site to accommodate no less than four times the average daily demand of wastewater generated from its operations, for a period of thirty-six hours.
- (I) COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require them to cease use of the sanitary sewer service for periods not to exceed thirty-six (36) hours.

- (J) City shall have the right to interrupt or temporarily suspend said sewer service to COMPANY if an emergency arises and there is not adequate sewer treatment or collection system capacity to meet the needs of the citizens of La Porte.
- (K) COMPANY agrees that it shall be bound by CITY'S Industrial Waste Ordinance (Ordinance No. 1663) and any subsequent amendments or revisions.
- (L) COMPANY agrees that it shall be bound by all other applicable ordinances of CITY and regulations of any state or federal agency having jurisdiction; relative to the furnishing of sanitary sewer to customers within the corporate limits of CITY. Should there be any conflicts between the provisions of this agreement and normal billing practices of the CITY, this agreement shall prevail to the extent of the conflict only.
- (M) There shall be no resale of the sewer capacity provided by CITY, nor any extension of service lines by COMPANY, to serve other parties.
- (N) All expenses of the installation of sanitary sewer service lines to COMPANY'S facilities shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities beyond the property line.

#### V.

All plumbing installed by COMPANY connected to the public utility main from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements. CITY'S engineering and code enforcement personnel shall have the right to prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY shall have the right to inspect any and all work related to the furnishing of potable water and sanitary sewer service to COMPANY.

#### VI.

CITY shall have final authority over size, location, materials, and other engineering matters concerning the extension of water and sewer mains to COMPANY'S property. These matters are the subject of a Utility Extension Agreement between the parties, of even date herewith. In the event a State or Harris County license, permit, or permission to install the water main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such

relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S water and sanitary facilities, and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects within ten (10) days may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the CITY'S water supply is threatened or the integrity of the CITY'S wastewater collection or treatment facilities are threatened.

#### IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another water and sewer service. If the transition is not complete within said six-month period, or if repeated violations occur during this period, CITY shall have the right to terminate water service at its sole discretion.

#### X.

The term of this Agreement shall be for five years plus any agreed renewals and extensions thereof. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the 26th day of October, 1998.

  
\_\_\_\_\_  
Company

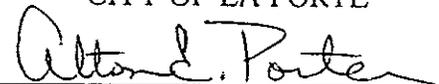
By: DANA TANK CONTAINER, INC.  
Name: Ronald B. Dana  
Title: President  
Address: 210 Essex Ave E  
Avenel, NJ 07001

CITY OF LA PORTE

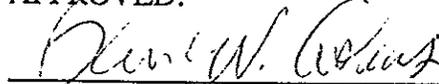
ATTEST:

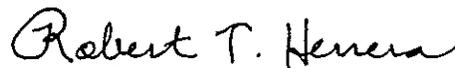
  
\_\_\_\_\_  
Martha A. Gillett  
City Secretary

CITY OF LA PORTE

By:   
\_\_\_\_\_  
Norman L. Malone  
Mayor

APPROVED:

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

By:   
\_\_\_\_\_  
Robert T. Herrera  
City Manager

City Attorney  
PO Box 1218  
La Porte, TX 77572-1218

Phone: (281) 471-1886  
Fax: (281) 471-2047

City of La Porte  
PO Box 1115  
La Porte, TX 77572-1115

Phone: (281) 471-5020  
Fax: (281) 471-7168

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 11, 2018</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: _____ Resolution: _____ Ordinance: _____

<u>Budget</u>
Source of Funds: <u>003</u>
Account Number <u>7085-533-5110</u>
Amount Budgeted: <u>\$250,000</u>
Amount Requested: <u>N/A</u>
Budgeted Item: <u>YES</u>

- Exhibit: Access Report
- Exhibit: Bid
- Exhibit: Engineers Estimate
- Exhibit: Project Map

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### SUMMARY & RECOMMENDATION

Sealed Bid #18017 Bayshore Park Waterline Relocation was publicly opened and read on May 15, 2018 at 2:00 p.m. The bid was advertised in the Bay Area Observer on April 26, May 3, and May 10, 2018. Seventy-four (74) vendors were notified on Public Purchase with nineteen (19) downloading the documents. One vendor responded in the amount of \$301,202.

This project consists of relocating the existing water main from the rear yards to the front, within the public right-of-way. Maintenance efforts require(s) coordination with property owners since the infrastructure exists on private property, not within an alley or utility easement, hence access to the existing water line is limited and is contingent upon obtaining right-of-entry from property owners. The water meters would be relocated from the rear of the properties (on private property) to the front of properties, within the right-of-way. Private service lines would be rerouted to the new meter location. The proposed design provided route(s) for the new service lines to reduce conflicts with existing structures and landscaping.

Two of the three line segments proposed for replacement are 6-inch lines, with the third line being a 2-inch line. Additionally, existing pipe materials consisted of asbestos-concrete and steel, materials which are no longer utilized in current construction practices. Each of the three line segments are proposed to be replaced with an 8-inch PVC line, which would improve water pressures within the system, suitable to provide fire flow capacities necessary for firefighting service(s) to approximately 50 residential properties.

Design, bid, and construction phase engineering services were retained at \$49,320. There is \$200,680 funding remaining for construction. The Engineers estimate of construction cost is \$204,585. The only bid at \$301,202 is too high in staff's opinion. Staff will reach out to other contractors to determine why they did not bid on this project and make necessary adjustments for rebid. Staff recommends rejection of Bid #18017 Bayshore Park Waterline Relocation.

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### Action Required by Council:

Reject Bid #18017 Bayshore Park Waterline Relocation.

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**Approved for City Council Agenda**

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**Corby D. Alexander**

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**Date**

## Sealed Bid #18017 - Bayshore Park Waterline Relocation

### NOTIFICATIONS:

Vendor Name	Date
AAA Asphalt Paving Inc.	2018-04-26 11:41:00
Advanced Starlight Internationa	2018-05-09 13:50:00
All Pro General Construction, Ir	2018-04-26 11:41:00
Anderson Pollution Control, Inc.	2018-04-26 11:41:00
Angel Brothers Enterprises, Ltd	2018-04-26 11:41:00
AR TurnKee Construction Com	2018-04-26 11:41:00
Baukus Electric	2018-04-26 11:41:00
Blastco Texas, Inc.	2018-04-26 11:41:00
Boyer, Inc.	2018-04-26 11:41:00
Calco Contracting, Ltd.	2018-04-26 11:41:00
CDC News	2018-04-26 11:41:00
Chief Solutions, Inc.	2018-04-26 11:41:00
CMD	2018-05-09 13:50:00
ConstructConnect	2018-05-09 13:50:00
Construction Bid Source	2018-05-09 13:50:00
Crescent Engineering Co Inc	2018-04-26 11:41:00
Dale Dobbins	2018-05-09 13:50:00
D Davila	2018-04-26 11:41:00
Dodge Data & Analytics	2018-05-09 13:50:00
F&L Coatings and Concrete, LL	2018-04-26 11:41:00
Florida Traffic Control Devices,	2018-04-26 11:41:00
Forde Construction Company, I	2018-04-26 11:41:00
Greenlee Plumbing Services, Ir	2018-04-26 11:41:00
GRZ Mechanical LLC	2018-04-26 11:41:00
GW Phillips Construction, INC.	2018-04-26 11:41:00
Hammer & Steel	2018-05-09 13:50:00
HDR Engineering, Inc.	2018-04-26 11:41:00
Hearn Company	2018-05-09 13:50:00
Horseshoe Construction, Inc	2018-04-26 11:41:00
IPR South Central LLC	2018-04-26 11:41:00
ISI Contracting, Inc.	2018-04-26 11:41:00
JDR Management	2018-05-09 13:50:00
J&G Concrete Products	2018-04-26 11:41:00
K2 Services, LLC	2018-04-26 11:41:00
KING SOLUTION SERVICES L	2018-04-26 11:41:00
LAYNE INLINER, LLC	2018-04-26 11:41:00
L&L Supplies	2018-04-26 11:41:00
Maguire Iron, Inc.	2018-04-26 11:41:00
MAR-CON SERVICES, LLC	2018-05-09 13:50:00
NEC Construction, Ltd	2018-04-26 11:41:00
North America Procurement Co	2018-05-09 13:50:00
Onvia	2018-05-09 13:50:00
Paskey Incorporated	2018-04-26 11:41:00
Perkens WS Corporation	2018-05-09 13:50:00
Pfeiffer & Son, Ltd.	2018-04-26 11:41:00
PLW Waterworks, LLC	2018-04-26 11:41:00
Polston Applied Technologies C	2018-04-26 11:41:00
RAC Industries, LLC	2018-04-26 11:41:00

R.H. Shackelford, Inc.	2018-04-26 11:41:00
R J Construction Company, Inc	2018-04-26 11:41:00
R. L. Utilities	2018-04-26 11:41:00
Royal Media Network Inc.	2018-04-26 11:41:00
Sabre Communications Corpora	2018-04-26 11:41:00
SAK Construction, LLC	2018-04-26 11:41:00
SJ&J CONSTRUCTION, LLC	2018-04-26 11:41:00
Southern Road & Bridge	2018-04-26 11:41:00
TCH Directional Drilling	2018-04-26 11:41:00
texas pride utilities, llc	2018-04-26 11:41:00
TLC Trucking & Contracting, Inc	2018-04-26 11:41:00
TMI Coatings, Inc.	2018-04-26 11:41:00
Trigon Associates, llc	2018-04-26 11:41:00
Utility Service Co Inc	2018-04-26 11:41:00
Webber, LLC	2018-04-26 11:41:00
Webtech	2018-05-09 13:50:00
Windrose Land Services	2018-04-26 11:41:00
W.W. Payton Corportion	2018-04-26 11:41:00

**ACCESS:**

<b>Vendor Name</b>	<b>Accessed First Time</b>	<b>Documents</b>
AAA Flexible Pipe Cleaning Co.	2018-05-09 08:56 AM CDT	
Advanced Starlight Internationa	2018-04-30 09:25 AM CDT	Bid 18017 Addendum No 1.pdfBid 18017 Bays
AR TurnKey Construction Com	2018-05-14 11:09 AM CDT	Bid 18017 Addendum No 1.pdfBid 18017 Bays
BidClerk	2018-05-02 12:14 AM CDT	
Boyer, Inc.	2018-04-26 12:52 PM CDT	
CMD	2018-04-30 03:33 PM CDT	Bid 18017 Addendum No 1.pdfBid 18017 Bays
CMS	2018-04-26 11:40 PM CDT	
ConstructConnect	2018-04-30 05:54 PM CDT	Bid 18017 Addendum No 1.pdfBid 18017 Bays
Construction Bid Source	2018-05-01 08:19 PM CDT	Bid 18017 Bayshore Park Waterline Relocatio
Dale Dobbins	2018-04-29 07:12 PM CDT	Bid 18017 Bayshore Park Waterline Relocatio
Dodge Data & Analytics	2018-05-08 10:10 AM CDT	Bid 18017 Addendum No 1.pdfBid 18017 Bays
F&L Coatings and Concrete, LL	2018-05-10 11:35 AM CDT	Bid 18017 Bayshore Park Waterline Relocatio
GW Phillips Construction, INC.	2018-04-26 02:47 PM CDT	
Hammer & Steel	2018-04-27 08:48 AM CDT	Bid 18017 Bayshore Park Waterline Relocatio
Hearn Company	2018-04-26 01:09 PM CDT	Bid 18017 Addendum No 1.pdfBid 18017 Bays
Horseshoe Construction, Inc	2018-04-26 04:25 PM CDT	Bid 18017 Bayshore Park Waterline Relocatio
IMS	2018-04-27 09:56 AM CDT	
JDR Management	2018-04-26 01:07 PM CDT	Bid 18017 Bayshore Park Waterline Relocatio
KING SOLUTION SERVICES L	2018-05-01 08:43 PM CDT	Bid 18017 Bayshore Park Waterline Relocatio
MAR-CON SERVICES, LLC	2018-04-26 05:21 PM CDT	Bid 18017 Bayshore Park Waterline Relocatio
North America Procurement Co	2018-04-27 08:49 AM CDT	Bid 18017 Addendum No 1.pdfBid 18017 Bays
Onvia	2018-04-26 01:01 PM CDT	Bid 18017 Addendum No 1.pdfBid 18017 Bays
Perkens WS Corporation	2018-04-30 12:02 AM CDT	Bid 18017 Addendum No 1.pdfBid 18017 Bays
RAC Industries, LLC	2018-04-27 08:16 AM CDT	
SO	2018-04-27 03:44 AM CDT	
Taylor & Taylor Construction	2018-04-30 03:49 PM CDT	
TCH Directional Drilling	2018-04-26 12:41 PM CDT	Bid 18017 Bayshore Park Waterline Relocatio
Tukmol General Contractor	2018-04-27 01:04 AM CDT	
Wayne Enterprises	2018-04-27 10:07 AM CDT	
Webtech	2018-04-27 05:10 AM CDT	Bid 18017 Bayshore Park Waterline Relocatio

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May 9, 2018

ADDENDUM NO. 1  
CITY OF LA PORTE, TEXAS  
BID #18017 - BAYSHORE PARK WATERLINE RELOCATION

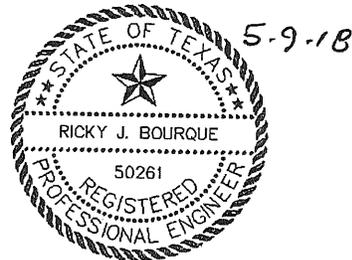
THIS ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE PLANS AND SPECIFICATIONS FOR THE ABOVE PROJECT, AS FOLLOWS :

CONTRACT DOCUMENTS

1. Section 00410 Bid Form: Replace the bid form with the attached five pages. The form has been amended to correct project description and provide unit price in written word and figure format. In case of discrepancy the amount shown in words will govern.

END OF ADDENDUM NO. 1

  
Ricky Bourque, P.E.



Original

City of La Porte

Section 00410  
Bid Form

**BID FORM**  
**BID 18017- Bayshore Park Waterline Relocation**

DATE: 5/15/18

Bid of ARTUNKEE CONSTRUCTION COMPANY, INC an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of \_\_\_\_\_, for the Bayshore Park Waterline Relocation, 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 \$ 301,702.00

Written three hundred and one thousand two hundred and two dollars and zero cents

It is understood and agreed that the work shall be complete in full within 90 calendar days after the date on which work is to be commenced as established by the Contract Documents.

It is agreed that the contract price may be increased or decreased to cover work added or deleted by order of the Engineer, in accordance with the provisions of the General Conditions of Agreement.

The award may be made on the Base Bid alone or the Base Bid and any or all of the Items listed under Alternates or Supplementary, if any.

The undersigned agrees that the amounts bid in this proposal will not be withdrawn or modified for sixty (60) days following date of bid opening.

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal the undersigned should fail to enter into a construction contract and execute bonds as provided in the specifications. In the event the undersigned should fail to enter into a construction contract and execute bonds as required within 14 calendar days after the Engineer has given unsigned contracts to the Contractor, it is understood and agreed that the bid security shall be

It is understood that the Owner reserves the right to reject any and all bids.

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 5/15/18

Signed [Signature]

By Adam Turner  
(Title) President

Company AR Turnkey Construction Company, Inc.  
P.O. Box 925985, Houston, TX, 77292  
(Address)

713-469-5952  
(Telephone Number)

main@artturnkey.com  
(Email Address)

[Signature]  
Witness

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No. 1st \_\_\_\_\_

Date Received 5/14/18 \_\_\_\_\_

**BID PROPOSAL**  
**LaPorte, Texas**  
**Bayshore Park Waterline Relocation**

Item	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	<b>Mobilization costs, including payment bond, performance bond, insurance, &amp; moving equipment to project, all in strict accordance with plans &amp; specifications; NOT TO EXCEED 5% OF TOTAL PROJECT BID for,</b> <i>fourteen thousand</i> <hr/> DOLLARS <i>zero</i> CENTS Lump Sum	\$ 14000.00	\$ 14000.00
2	1,382	LF	<b>6" PVC, AWWA C-900 DR14 Restrained Joint, waterline furnished and installed by directional drill and open excavation, complete in place all depths including all cement lined ductile iron fittings with adapter gaskets, sterilization, and pressure testing, and detection wire, all in strict accordance with plans and specifications for,</b> <i>seventy-nine</i> <hr/> DOLLARS <i>8774</i> CENTS Per Linear Foot	\$ 79.50	\$ 1098609.00
3	16	EA	<b>Short Side Service (1" water service tap and line), complete in place including tapping saddle, corporation stop, curb stop and all necessary fittings, excavation, backfill, surface restoration, testing and sterilization, all in strict accordance with the plans and specifications for,</b> <i>two thousand one hundred</i> <hr/> DOLLARS <i>zero</i> CENTS Per Each	\$ 2100.00	\$ 33600.00
4	8	EA	<b>Far Side Service (1" water service tap and line), complete in place including tapping saddle, corporation stop, curb stop and all necessary fittings, excavation, backfill, surface restoration, testing and sterilization, all in strict accordance with the plans and specifications for,</b> <i>three thousand</i> <hr/> DOLLARS <i>zero</i> CENTS Per Each	\$ 3000.00	\$ 24000.00

**BID PROPOSAL**  
**LaPorte, Texas**  
**Bayshore Park Waterline Relocation**

Item	Quantity	Unit	Description	Unit Price	Total Price
5	2471	LF	<p>1" house water service line, (SCH 40) PVC per general routing, complete in place including all excavation, backfill, surface restoration, testing and sterilization, all in strict accordance with plans and specifications for;</p> <p style="text-align: center;"><u>twenty three</u></p> <hr/> <p style="text-align: right;">DOLLARS</p> <hr/> <p style="text-align: center;"><u>zero</u></p> <hr/> <p style="text-align: right;">CENTS</p> <p style="text-align: center;">Per Linear Foot</p>	\$ <u>23.00</u>	\$ <u>56833.00</u>
6	1	EA	<p>Waterline Connection A, including tapping, sleeve and valve, setting proposed waterline alignment for connection, fittings, all in strict accordance with plans and specifications for;</p> <p style="text-align: center;"><u>five thousand six hundred</u></p> <hr/> <p style="text-align: right;">DOLLARS</p> <hr/> <p style="text-align: center;"><u>zero</u></p> <hr/> <p style="text-align: right;">CENTS</p> <p style="text-align: center;">Per Each</p>	\$ <u>5600.00</u>	\$ <u>5600.00</u>
7	1	EA	<p>Waterline Connection B, including tapping, sleeve and valve, setting proposed waterline alignment for connection, fittings, all in strict accordance with plans and specifications for;</p> <p style="text-align: center;"><u>four thousand eight hundred</u></p> <hr/> <p style="text-align: right;">DOLLARS</p> <hr/> <p style="text-align: center;"><u>zero</u></p> <hr/> <p style="text-align: right;">CENTS</p> <p style="text-align: center;">Per Each</p>	\$ <u>4800.00</u>	\$ <u>4800.00</u>
8	1	EA	<p>Waterline Connection C, including tapping, sleeve and valve, setting proposed waterline alignment for connection, fittings, all in strict accordance with plans and specifications for;</p> <p style="text-align: center;"><u>five thousand eight hundred</u></p> <hr/> <p style="text-align: right;">DOLLARS</p> <hr/> <p style="text-align: center;"><u>zero</u></p> <hr/> <p style="text-align: right;">CENTS</p> <p style="text-align: center;">Per Each</p>	\$ <u>5800.00</u>	\$ <u>5800.00</u>
9	1	EA	<p>Waterline Connection D, including tapping, sleeve and valve, setting proposed waterline alignment for connection, fittings, all in strict accordance with plans and specifications for;</p> <p style="text-align: center;"><u>five thousand</u></p> <hr/> <p style="text-align: right;">DOLLARS</p> <hr/> <p style="text-align: center;"><u>zero</u></p> <hr/> <p style="text-align: right;">CENTS</p> <p style="text-align: center;">Per Each</p>	\$ <u>5000.00</u>	\$ <u>5000.00</u>

**BID PROPOSAL**  
**LaPorte, Texas**  
**Bayshore Park Waterline Relocation**

Item	Quantity	Unit	Description	Unit Price	Total Price
10	2	EA	<b>Fire Hydrant Assembly</b> , complete and operable, furnished and installed including all materials as detailed (including 6" gate valve), testing and sterilization, all in strict accordance with plans and specifications for, <i>four thousand</i> <hr/> DOLLARS <i>zero</i> CENTS <hr/> Per Each	\$ <u>4000.00</u>	\$ <u>8000.00</u>
11	24	EA	<b>Connection to Water Meters</b> , including relocation of existing meter connection of new line, return of old fittings to Owner and cutting of old lines, and surface restoration, all in strict accordance with plans and specifications for, <i>nine hundred and seventy five</i> <hr/> DOLLARS <i>zero</i> CENTS <hr/> Per Each	\$ <u>975.00</u>	\$ <u>23400.00</u>
12	4	EA	<b>Vertical or Horizontal Offset</b> , as needed for avoiding conflicts, all in strict accordance with plans and specifications for, <i>two thousand</i> <hr/> DOLLARS <i>zero</i> CENTS <hr/> Per Each	\$ <u>2000.00</u>	\$ <u>8000.00</u>
13	3	EA	<b>Cut, Plug, and Abandon in Place Existing Waterline</b> , all in strict accordance with the plans and specifications for, <i>Six hundred</i> <hr/> DOLLARS <i>zero</i> CENTS <hr/> Per Each	\$ <u>600.00</u>	\$ <u>1800.00</u>
14	50	LF	<b>Trench Safety for depths greater than 5 ft</b> , all in strict accordance with the plans and specifications for, <i>ten</i> <hr/> DOLLARS <i>zero</i> CENTS <hr/> Per Linear Foot	\$ <u>10.00</u>	\$ <u>500.00</u>
<b>TOTAL BID</b>				\$ <u>301,202.00</u>	

**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, AR Turnkee Construction Company, Inc.

\_\_\_\_\_ of Houston, TX  
(hereinafter called the Principal), as Principal, and

SureTec Insurance Company \_\_\_\_\_ (hereinafter called the Surety),

as Surety, are held and firmly bound unto City of La Porte

\_\_\_\_\_ (hereinafter called the Obligee) in the penal sum of Ten Percent of the Greatest Amount Bid

\_\_\_\_\_ Dollars (\$ 10% G.A.B. )  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Bayshore Park Water Line

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 15th day of May, 2018.

Witness

AR Turnkee Construction Company, Inc.

Principal

By: Adam Turner \_\_\_\_\_ President  
Title

SureTec Insurance Company

By: Kevin McQuain \_\_\_\_\_ Attorney-in-Fact

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maxine Elaine Lewis, Rosalyn D. Hassell, Scott D. Chapman, Kevin McQuain, Justin McQuain, Jeanne M. Buchan, Cheryl R. Colson, Timothy J. Maley, Bryan Lewis its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 31<sup>st</sup> day of October, A.D. 2017 .

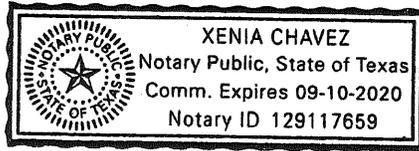
SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., President



State of Texas                      ss:  
County of Harris

On this 31<sup>st</sup> day of October, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of May 2018, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

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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:

ART Turnkey Construction Company, Inc.

Address:

P.O. Box 925985

Houston, Tx, 77292

Printed Name:

Adam Turner

Authorized Signature:

Art

Date:

5/15/18

**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:**

ARTurn Kee Construction Company, Inc.

**Address:**

P.O. Box 925985

Houston, Tx, 77292

**Printed Name:**

Adam Turner

**Authorized Signature:**



**Date:**

5/15/18

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**CITY OF LA PORTE**  
**PROTECTION OF RESIDENT WORKERS COMPLIANCE**

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

The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

**Business Name:** ARTurnkey Construction Company, Inc.  
**Address:** P.O. Box 925985  
Houston, Tx. 77292  
**Printed Name:** Adam Turner  
**Authorized Signature:** Heutz  
**Date:** 5/15/18

**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.

ARTURKEE CONSTRUCTION COMPANY, 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.

Adam Turner  
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 Adelitz  
Signature of vendor doing business with the governmental entity

5/15/18  
Date

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**CITY OF LA PORTE**  
**INDEMNITY HOLD HARMLESS AGREEMENT**

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

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

**Business Name:**

ART Turnkey Construction Company, Inc.

**Address:**

P.O. Box 925985

Houston, Tx, 77292

**Printed Name:**

Adam Turner

**Authorized Signature:**

Adm T

**Date:**

5/15/18

**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 cause to disqualify your proposal. References provided must be for similar events.

At least 2 of the 4 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
See attached.				

Company Name	Contact	Address	Telephone	E-mail
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Company Name	Contact	Address	Telephone	E-mail
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Company Name	Contact	Address	Telephone	E-mail
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Company Name	Contact	Address	Telephone	E-mail
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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:

\_\_\_\_ 18017 \_\_\_\_\_

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

House Bill 89 VERIFICATION

I, Adam Turner (Person name), the undersigned

representative of AR Turnkey Construction Company, Inc.

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Bastrop County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

5/15/18

Adam Turner

DATE

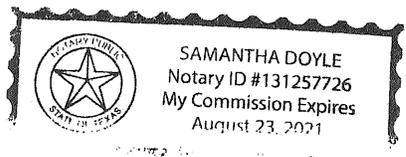
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 15 day of May, 2018, personally appeared Adam Turner, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Samantha Doyle

NOTARY SIGNATURE



**Job References for AR TurnKee Construction Company Inc.**

updated: 2/14/2018

12" Water & 6" Force Main for FM 529 @ Shining Sumac Spencer Road UD		Terra Engineering 1445 North Loop West, Suite 450 Houston, TX 77008	Lyle Henkel 713) 993-0333	WSD	150,000.00
Boudreaux Road 12" Water Line	Dowdell PUD	Van De Wiele & Vogler 2925 Briarpark, ste 275 Houston, TX 77042	Andres Juarez 713)782-0042	WSD	300,000.00
Southside Drainage Improvements	City of Dickinson	IDS 13430 Northwest Fwy #700 Houston, TX 77040	Travis Sellers 713.462.3178	WSD	530,000.00
Sea Isle Subdiv Drainage Improvement	City of Galveston	HDR Engineering 4635 Southwest Freeway, Suite 1000 Houston, TX 77027	David Hunn 713.576.3642	WSD	560,000.00
12" WL for Courtyard Home	HCMUD #23	Sherrington, Inc. 14870 Skinner Rd Cypress, TX 77429	Sean Humble 281-656-8837	WSD	330,000.00
Storm Water Feature Replacement/Modification	Timber Lane UD	Van De Wiele & Vogler 2925 Briarpark, ste 275 Houston, TX 77042	Sam Hill 713-782-0042	Rehab	140,000.00
US 59/Commerce Green Water Line	City of Sugarland	Kelly Kaluza 3014 Avenue I Rosenberg, Texas 77471		WSD	260,000.00
8" WL along Bammel Road	Inverness Forest ID	Langford Engineer 1080 W Sam Houston Pkwy N, Suite 200 Houston, TX 77043	Norman Gutierrez 713) 461-3530	WSD	160,000.00
Summer Street Extension & Abandon	Studemont Venture LP	Terra Engineering 1445 North Loop West, Suite 450 Houston, TX 77008	Joel Vitela 713) 993-0333	WSD	1,000,000.00

Force Main	FBMUD #143	LJA Engineering, Inc. 2929 Briarpark Dr, Suite 320 Houston, TX 77042	Micheal Wang 713.953.5200	WSD		650,000.00
San Sewer for Greens @ Brentford	Mission Bend MUD #1	BGE 10777 Westheimer Rd Houston, TX 77042	Ronnie Harris 281.558.8700	WSD		130,000.00
Water/San for Pkwy Commons 12-acre Retail	GCMUD #45	Terra Engineering 1445 North Loop West, Suite 450 Houston, TX 77008	Joel Vitela 713) 993-0333	WSD		400,000.00
12" water well interconnect and Lift WP #1	HCMUD #167	AECOM 5757 Woodway, Suite 101 West Houston, Texas 77057-1599	Bruce Baumel 713-956-4100	WSD		700,000.00
Sanitary Sewer for Mountain Meadows	HCMUD #165	DAC Engineering, Inc. 17725 Katy Freeway, Suite 103 Houston, TX 77094	David Keel 281-506-7119	Rehab	\$	50,000.00
Lake Edge Protection, Lakes on Eldridge, Ph 2	HCMUD #341	Benchmark Engineering 2401 Fountainview, ste 500 Houston, TX 77056	Brian Chovanec 713-266-9930	Rehab	\$	100,000.00
Water and Sanitary Sewer lines	CSE W-Industries, Inc.	Sherrington, Inc. 14870 Skinner Rd Cypress, TX 77429	John Sherrington 281-758-1531	WSD	\$	300,000.00
Sanitary Sewer Lines, Surepoint Self Storage	NWHCMUD #5	Costello 9990 Richmond Ave, Suite 450 North Bldg Houston, TX 77042	John Vanderwilt 713-783-7788	WSD	\$	150,000.00
Waterline Extension	HCMUD #86	RG Miller 16340 Park Ten Place, Suite 350 Houston, TX 77084	Mike Richardson 713-461-9600	WSD	\$	250,000.00
Additional 90" outfall	HCMUD #257	Terra Engineering 1445 North Loop West, Suite 450 Houston, TX 77008	Denny Kleber 713-993-0333	WSD	\$	150,000.00
Water, Sanitary, Drainage for Royal Brook, Sec 5	Friendswood Dev Co, LLC	Cobb Fendley 13430 Northwest Freeway, Suite 1100 Houston, TX 77040	Glenn Crocker 713-462-3242	WSD	\$	350,000.00
Water, Sanitary, and Lift Station	Chambers County ID #1	Landev Engineers 1704 Seamist, Suite 410	Bob Boozer 713-869-2402	WSD	\$	1,000,000.00

		Houston, TX 77008				
Water, Sanitary, Drainage for Reserve at Clear Lake, Sec 3	HCWCID #161	LJA Engineering, Inc. 2929 Briarpark Dr, Suite 320 Houston, TX 77042	Taylor Baumgartner 713-953-5200	WSD	\$	600,000.00
Water, Sanitary for Sienna Crossing, Sec 1 Ph 2	Sienna Plantation Mgmt District	LJA Engineering, Inc. 2929 Briarpark Dr, Suite 320 Houston, TX 77042	Noe Escobar 713-953-5200	WSD	\$	375,000.00
Sun Prairie San Sewer Modifications	HCMUD #189	Van De Wiele & Vogler 2925 Briarpark, ste 275 Houston, TX 77042	Erik Spencer 713-783-7788	WS&D	\$	150,000.00
Water, Sanitary, Drainage for Arbor Trails, Sec 2	Timber Lane UD	Van De Wiele & Vogler 2925 Briarpark, ste 275 Houston, TX 77042	Mike Tierney 713-783-7788	WS&D	\$	375,000.00
Water, Sanitary, Drainage for Woodridge Forest, Sec 11	Woodridge MUD	LJA Engineering, Inc. 2929 Briarpark Dr, Suite 320 Houston, TX 77042	Eddie Rucker 713-953-5200	WSD	\$	400,000.00
FM from Lift Station #31 to WWTP #3	Sienna Plantation MUD #12	LJA Engineering, Inc. 2929 Briarpark Dr, Suite 320 Houston, TX 77042	Amanda Carriage 713-953-5200	WSD	\$	675,000.00
Relocate 21" Sewer in Regional WWTP	HCMUD #170	Sherrington, Inc. 14870 Skinner Rd Cypress, TX 77429	John Sherrington 281-758-1531	WSD	\$	80,000.00
Water, Sanitary, Drainage for Sunrise Pines, Sec 4	Parkway UD	LJA Engineering, Inc. 2929 Briarpark Dr, Suite 320 Houston, TX 77042	John Moy 713-953-5200	WSD	\$	275,000.00
55 Acre Rankin Tract Utility Extension, Ph 2	Greens Parkway MUD	Jones & Carter 8701 New Trails Drive The Woodlands, TX 77380	Alfredo Amed 281-363-4039	WSD	\$	325,000.00
Sanitary Sewer Extension for Hawk/Hillhouse Road	City of Pearland	City of Pearland 3519 Liberty Dr Pearland, TX 77581	Jameson Appel 281-652-1747	WSD	\$	225,000.00
McHard Rd Drainage @ Country Place	City of Pearland	City of Pearland 3519 Liberty Dr Pearland, TX 77581	Jameson Appel 281-652-1747	WSD	\$	300,000.00
Offsite 4" San Sewer & 12" W/L for Hidden Arbor	HCMUD #531	LJA Engineering, Inc. 2929 Briarpark Dr, Suite 320 Houston, TX 77042	Taylor Baumgartner 713-953-5200	WSD	\$	425,000.00
W, S, D for Reserve on Moritz	RH of Texas	Jones & Carter, Inc. 6335 Gulfon, Ste 200 Houston, TX 77081	Larry Weppler 713-777-5337	WS&D Paving Site Work	\$	1,025,000.00

Lake Edge protection- Lakes of Eldridge Subdivision	HCMUD #341	Benchmark Engineering 2401 Fountainview, ste 500 Houston, TX 77056	Brian Chovanec 713-266-9930	Rehab	\$	300,000.00
Lake Edge protection- Eldridge North and Villages	HCMUD #370	Benchmark Engineering 2401 Fountainview, ste 500 Houston, TX 77056	Brian Chovanec 713-266-9930	Rehab	\$	50,000.00
Pine Creek @ Canyon Lakes West, Sec 11	HCMUD #165	DAC Engineering 15995 N. Barkers Landing, Ste 180 Houston, TX 77079	David Keel 281-506-7119	WS&D	\$	225,000.00
Pine Creek @ Canyon Lakes West, Sec 10	HCMUD #165	DAC Engineering 15995 N. Barkers Landing, Ste 180 Houston, TX 77079	David Keel 281-506-7119	WS&D	\$	250,000.00
Pelican Blvd- Storm Sewer Outfall Relocation	Point Aquarius MUD	Huitt-Zollars 1500 South Dairy Ashford, ste 200 Houston, TX 77077	Jaime Salinas 281-496-0066	Rehab	\$	125,000.00
9111 Westview	MHI Partnership	G&G Design & Consulting 3535 Briarpark, ste 245 Houston, TX 77042	David Gregory 281-974-5280	WS&D	\$	225,000.00
Replace Water Line	Point Aquarius MUD	Huitt-Zollars 1500 South Dairy Ashford, ste 200 Houston, TX 77077	Jaime Salinas 281-496-0066	Rehab	\$	75,000.00
Breckenridge Forest North Waterline Loop	HCMUD #82	Van De Wiele & Vogler 2925 Briarpark, ste 275 Houston, TX 77042	Erik Spencer 713-783-7788	WS&D	\$	200,000.00
8" Waterline Rehabilitation	City of Shoreacres	Hutchinson & Associates 1209 Decker Drive, ste 100 Baytown, TX 77520	Jerry Gainer 281-422-8213	WS&D	\$	225,000.00
San Sewer and Waterline Extension	Dowdell PUD	RG Miller 16340 Park Ten Place, ste 350 Houston, TX 77084	Angela Howes 713-461-9600	WS&D	\$	225,000.00
Katy Creek Ranch, Sec 9	Harris-Ft Bend County MUD #5	Van De Wiele & Vogler 2925 Briarpark, ste 275 Houston, TX 77042	Tom Laseter 713-783-7788	WS&D	\$	250,000.00
Emergency Interconnect with Bridgestone MUD	Bilma PUD	Jones & Carter 8701 New Trails Drive The Woodlands, TX 77380	Jonathan White 281-363-4039	WS&D	\$	125,000.00
San Sewer Rehab and Waterline Replace	City of Southside Place	Binkley & Barfield 1710 Seamist Dr. Houston, TX 77008	Jason Brock 713-869-3433	WS&D	\$	500,000.00
7708 and 7710 Westview	Interfin / Visconti Properties	G&G Engineering 3535 Briarpark, Suite 245	David Gregory 281-974-5280	WS&D Paving	\$	400,000.00

		Houston, Texas 77042		Sitework		
8" San Sewer and Waterline Extension	Texas City Partners, LLC	G&G Engineering 3535 Briarpark, Suite 245 Houston, Texas 77042	David Gregory 281-974-5280	WS&D	\$	125,000.00
W, S, D for Wimbledon Falls, Section 7	CWSCO/HCMUD #1	Van De Wiele & Vogler, Inc. 2925 Briarpark Dr, Ste 275 Houston, TX 77042	Erik Spencer 713-782-0042	WS&D	\$	300,000.00
Woodbranch Village Interconnect	East MCMUD #7	LJA Engineering, Inc. 2929 Briarpark Dr, ste 500 Houston, TX 77042	David Rivera 713-953-5200	WS&D	\$	225,000.00
W, S, D, & P for Reserve on Kansas	RH of Texas, LP	Jones & Carter, Inc. 6335 Gulfon, Ste 200 Houston, TX 77081	Nathan Walton 713-777-5337	WS&D Paving	\$	250,000.00
Repair Concrete Lake Edge Protection	FBMUD #119	Benchmark Engineering 2401 Fountainview, Suite 500 Houston, TX 77057	Paul Neiser 713-266-9930	Rehab	\$	125,000.00
2" Force Main Extension/Private Lift Station	Aero Greensmor, L.P.	AEI Engineering 616 Cypress Creek Parkway, Ste 250 Houston, TX 77090	Pam Madrigal 281-350-7027	WS&D	\$	225,000.00
Storm Sewer to serve Beltway Tract 23	BCMUD #34	LJA Engineering, Inc. 2929 Briarpark Dr, ste 500 Houston, TX 77042	Alan McKee 713-953-5200	WS&D	\$	225,000.00
Kingsland Blvd Utility Extension, Phase I & II	H-FBMUD #3	Van De Wiele & Vogler, Inc. 2925 Briarpark Dr, Ste 275 Houston, TX 77042	Tom Laseter 713-782-0042	WS&D	\$	475,000.00
Robinson Road Additional Culvert	MCDD #6	Huitt-Zollars, Inc. 1500 Dairy Ashford, Ste 200 Houston, TX 77077	Chris Johnson 281-496-0066	WS&D	\$	125,000.00
San Sewer Extension	H-FBMUD #5	Van De Wiele & Vogler, Inc. 2925 Briarpark Dr, Ste 275 Houston, TX 77042	Tom Laseter 713-782-0042	WS&D	\$	100,000.00
Widening of N. Lake Houston Pkwy	HCMUD #148	Landev Engineering 8701 New Trails Drive Suite 200 The Woodlands, TX 77381	Steven Boyd 713-869-2401	WS&D	\$	300,000.00
WS&D for Skyview Park Sect. 10	HCMUD # 393	Pape-Dawson 10333 Richmond Ave, Suite 900 Houston, Texas 77042	Randy Odinet 713-428-2400	WS&D	\$	225,000.00
7712 Westview Townhomes	Interfin / Visconti Properties	G&G Engineering 3535 Briarpark, Suite 245	David Gregory 281-974-5280	WS&D Paving	\$	300,000.00

Houston, Texas 77042

Sitework

Water & Sanitary Sewer Extension North of W. Rayford Rd	Northhampton MUD	Jones & Carter Inc. 8701 New Trails Drive Suite 200 The Woodlands, TX 77381	Jonathan White 281-363-4039	WS&D	\$	150,000.00
Canyon Lakes @ Spring Trails Sect. 5	MCMUD #119	Jones & Carter Inc. 8701 New Trails Drive Suite 200 The Woodlands, TX 77381	Jonathan White 281-363-4039	WS&D	\$	250,000.00
Drainage and Storm Sewer Improvements for Cinco MUD 14	Cinco Municipal Utility District No. 14	AECOM 5757 Woodway, Suite 101 West Houston, Texas 77057-1599	Bruce Baumel 713-956-4100	WS&D	\$	300,000.00
8" Water Supply Line to Joint WP #2	HCMUD #281	Benchmark Engineering 2401 Fountainview, Suite 500 Houston, Texas 77057	Paul Neiser 713-266-9930	WS&D	\$	125,000.00
SH 6 Sanitary Sewer Rehab	HCMUD #188	Edminster, Hinshaw, & Russ 10555 Westoffice Drive Houston, Texas 77042	Kirk Williamson 713-784-4500	WS&D	\$	125,000.00
Public Waterline to Serve MF-4 Shadow Creek Ranch	Brazoria County MUD No. 26	LJA Engineering 2929 Briarpark Dr. Suite 500 Houston, TX 77042	David Tinney 713-953-5200	WS&D	\$	500,000.00
12" Waterline Interconnect w/ West Park MUD	Westpark MUD	Costello Inc. 9990 Richmond Ave. Suite 450 Houston, TX 77042	Sassy Hernandez 713-783-7788	WS&D	\$	325,000.00
Klein ISD Proposed Water Facilities	Klein ISD	Jones & Carter Inc. 8701 New Trails Drive Suite 200 The Woodlands, TX 77381	Jonathan White 713-777-5337	WS&D	\$	525,000.00
Malcomson Road UD Spring Cypress Waterline and Sanitary Sewer Relocations	Malcomson Road Utility District	Lockwood, Andrews, and Newman, Inc. 2925 Briarpark Dr. Houston, Texas 77042	Patrick Newton 713-266-6900	WS&D	\$	200,000.00
Water, Sanitary, & Drainage to serve Anderson Springs Sec. 24	Sienna Plantation MUD # 10	LJA Engineering 2929 Briarpark Dr. Suite 500 Houston, TX 77042	Noe Escobar 713-953-5200	WS&D Grading Clearing	\$	100,000.00
Sanitary Sewer, Waterline, and Private Lift Station	HCMUD 165	DAC Engineering 3535 Briarpark Dr. Suite 245	David Keel 832-217-0700	WS&D Sitework Grading	\$	200,000.00

		Houston, TX 77042		Lift Station		
Stuebner Airline Trunk Utilities	Kleinwood MUD	Jones & Carter Inc. 8701 New Trails Drive Suite 200 The Woodlands, TX 77381	Jonathan White 713-777-5337	WS&D Sitework	\$	400,000.00
Villa Sierra Apartments Emergency Storm Sewer Outfall & Parking Lot Repair	Conti Organization 1474741 Stanford Ct. Addison, TX 75254	Jones & Carter Inc. 6335 Gulfon Dr., Ste 100 Suite 100 Houston, Texas 77081	Tommy Vance 713-777-5337	WS&D Paving Rehab Sitework	\$	300,000.00
City of Wharton Add'l Ahldag Sanitary Sewer Rehab	City of Wharton 120 E. Caney St. Wharton, TX 77488	Jones & Carter Inc. 6335 Gulfon Dr., Ste 100 Suite 100 Houston, Texas 77081	Tommy Vance 713-777-5337	Sanitary Sewer Grading	\$	375,000.00
Torre Villas Townhomes	Realex Homes 14027 Memorial Dr. #437 Houston, TX 77079	G&G Design and Consulting, LLC 3535 Briarpark Dr. Suite 245 Houston, Texas 77042	David Gregory 281-974-5280	WS&D Detention Grading Paving	\$	250,000.00
45 / Wayside Development	ORR Development 8554 Katy Freeway, Suite 100 Houston, Texas 77024	KMS Engineering 2550 Grey Falls Drive Suite 215 Houston, Texas 77077	Ryan Taaffe 713-468-2600 Ken Sheblak 281-598-0000	Site Work Grading	\$	25,000.00
Grand Mission Blvd Water & Sanitary Extension	MHI Development obo Grand Mission MUD No. 1 7676 Woodway, Ste. 104 Houston, TX 77063	Jones & Carter Inc. 6335 Gulfon Dr., Ste 100 Suite 100 Houston, Texas 77081	Tim Harrington 713-952-6767	WS&D	\$	50,000.00
Effluent Force Main Modifications	FB MUD No. 42	Jones & Carter Inc. 6335 Gulfon Dr., Ste 100 Suite 100 Houston, Texas 77081	Larry Wepppler 713-777-5337	WS&D	\$	25,000.00
Lakes of Pine Forest Offsite Sheet Flow Swale	MHI Development obo Barker Cypress MUD 7676 Woodway, Ste. 104 Houston, TX 77063	Jones & Carter Inc. 6335 Gulfon Dr., Ste 100 Suite 100 Houston, Texas 77081	Nick Ozuna 713-952-6767 Larry Wepppler 713-777-5337	Site Work Grading	\$	50,000.00
FM 1960 Driveway No. 90101P	Gene F. Gardner 2214 Shelby Park Dr. Katy, TX 77450	G&G Design and Consulting, LLC 3535 Briarpark Dr. Suite 245 Houston, Texas 77042	Gene Gardner 281-596-0800 David Gregory 281-394-0104	Paving	\$	25,000.00
FBWCID No. 2 Waterline Removal	FBWCID No. 2 2331 South Main Stafford, TX 77477	Jones & Carter Inc. 6335 Gulfon Dr., Ste 100 Suite 100 Houston, Texas 77081	Larry Wepppler 713-777-5337	Sitework	\$	15,000.00

AR TurnKee Construction Company, Inc.

## LIST OF AVAILABLE EQUIPMENT

Hitachi EX200CC
Case 580 Extindahoe
Bomag 211
JD120Ex
Luigong 842 Wheel Loader
Volvo BL60 4x4 Backhoe
KOMATSU PC290LC
KOMATSU WA270-7

# Current Jobs

Updated  
2/7/18

1158	Hillcrest 6" Waterline Bridge Crossing Rabbs Bayou	City of Richmond	Kelly Kaluza 3014 Avenue I Texas 77471 Costello	Lori Oliver 281.341.0808	WSD	1,200,000.00	
1156	City of Pearland- Green Tee 1 to Riverstone San. Sewer Diversion	City of Pearland	9990 Richmond Ave, Suite 450 North Bldg Houston, TX 77042	Quang Nguyen 281.652.1753	WSD		18-Jul
1154	Construction of Sanitary and Storm Sewer to serve 5.47 ac Commercial tract	GCMUD no. 54/ Land Tejas	BGE 10777 Westheimer Rd Houston, TX 77042	Lauren H. Todar 281-558-8700	WSD	260,000.00	18-Jul
1153	Storm Sewer Rehab, Phase 2	Chelford City MUD	Van De Wiele & Vogler 2925 Briarpark, ste 275 Houston, TX 77042 Jones & Carter	Taylor Spencer 713-782-0042	Rehab	430,000.00	18-Jun
1150	12-IN Water Line from the City of Houston	WHCMUD #1 & HCMUD #25	8701 New Trails Drive The Woodlands, TX 77380	Nathan Walton 512.441.9493	WSD	1,600,000.00	18-May

**AR TurnKey Construction Company, Inc.**  
**Employee list:**

24 TOTAL

Abel Perez
Arnoldo Jaimes
Edgar Rene Chevac
Eliesar Perez
Gerson D. Bailon
Jose E. Gutierrez
Jose M. Alvarez
Jose Nicolas Guerra
Jose Santos Trevino
Nelson Gutierrez
Octavio Estrada
Odilon Benitez Dominquez
Pablo Hernandez Ramirez
Pedro Cortes
Pedro Gutierrez Moreno
Rafael Gutierrez
Ramon Escareno Frausto
Rigoberto Jimenez
Ronald A. Munto Molina
Victor Perez
DeAnna Timbrook
Claudia Trevino
Samantha Doyle

**CREW 1**

Arnoldo Jaimes
Jose M. Alvarez
Jose Santos Trevino
Nelson Gutierrez
Daniel Benavides
Ramon Escareno Frausto
Odilon Benitez Dominquez

**CREW 2**

Abel Perez
Gerson D. Bailon
Lorenzo Perez
Freddy Espinoza
Jose E. Gutierrez
Rafael Gutierrez
Octavio Estrada
Rigoberto Jimenez
Victor Perez

**CREW 3**

Eliesar Perez
Edgar Rene Chevac
Pablo Hernandez Ramirez
Pedro Gutierrez Moreno
Ronald A. Munto Molina
Andres Perez

**OFFICE**

DeAnna Timbrook
Claudia Trevino
Samantha Doyle

**AR TurnKee Construction Company, Inc.**

**Emergency Contacts:**

updated: 2/28/2017

<u>Name</u>	<u>Title</u>	<u>Phone Number</u>
Adam Turner	President	713-805-3319
Able Perez	Foreman	832-906-5895
Victor Perez	Assistant Foreman	832-728-0581
Arnoldo "Shorty" Jaimes	Foreman	281-415-2560

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-353329

Date Filed:  
05/14/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AR TURNKEE CONSTRUCTION COMPANY, INC.  
HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF LA PORTE

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18017  
Bayshore Park Waterline Relocation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
TURNER, ADAM	HOUSTON, TX United States	X	

5 Check only if there is NO Interested Party.

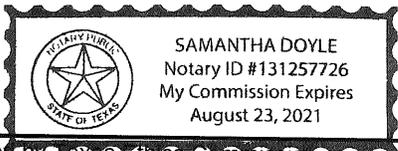
### 6 UNSWORN DECLARATION

My name is Adam Turner, and my date of birth is 11/8/1980.

My address is 1418 Wakefield Dr, Houston, TX, 77018, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 15 day of May, 2018.  
(month) (year)



[Signature]  
Signature of authorized agent of contracting business entity (Declarant)

**OPINION OF PROBABLE CONSTRUCTION COST**  
**LaPorte, Texas**  
**Bayshore Park Waterline Relocation**

Item	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	<b>Mobilization</b> costs, including payment bond, performance bond, insurance, & moving equipment to project, all in strict accordance with plans & specifications; NOT TO EXCEED 5% OF TOTAL PROJECT BID for,		
			DOLLARS		
			CENTS	\$ 10,000.00	\$ 10,000.00
			Lump Sum		
2	1,382	LF	<b>6" PVC, AWWA C-900 DR14 Restrained Joint, waterline furnished and installed by directional drill and open excavation</b> , complete in place all depths including all cement lined ductile iron fittings with adapter gaskets, sterilization, and pressure testing, and detection wire, all in strict accordance with plans and specifications for,		
			DOLLARS		
			CENTS	\$ 55.00	\$ 76,010.00
			Per Linear Foot		
3	16	EA	<b>Short Side Service (1" water service tap and line)</b> , complete in place including tapping saddle, corporation stop, curb stop and all necessary fittings, excavation, backfill, surface restoration, testing and sterilization, all in strict accordance with the plans and specifications for,		
			DOLLARS		
			CENTS	\$ 750.00	\$ 12,000.00
			Per Each		
4	8	EA	<b>Far Side Service (1" water service tap and line)</b> , complete in place including tapping saddle, corporation stop, curb stop and all necessary fittings, excavation, backfill, surface restoration, testing and sterilization, all in strict accordance with the plans and specifications for,		
			DOLLARS		
			CENTS	\$ 1,000.00	\$ 8,000.00
			Per Each		

**OPINION OF PROBABLE CONSTRUCTION COST**  
**LaPorte, Texas**  
**Bayshore Park Waterline Relocation**

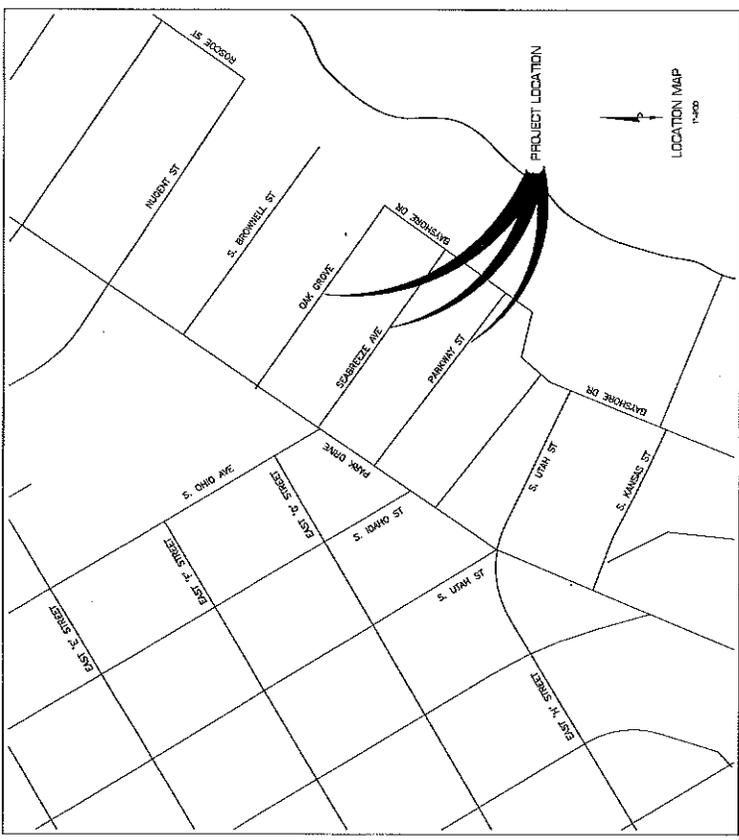
Item	Quantity	Unit	Description	Unit Price	Total Price
5	2471	LF	<b>1" house water service line, (SCH 40) PVC per general routing</b> , complete in place including all excavation, backfill, surface restoration, testing and sterilization, all in strict accordance with plans and specifications for,		
			<u>DOLLARS</u>		
			<u>CENTS</u>	\$ 25.00	\$ 61,775.00
			Per Linear Foot		
6	1	EA	<b>Waterline Connection A</b> , including tapping, sleeve and valve, setting proposed waterline alignment for connection, fittings, all in strict accordance with plans and specifications for,		
			<u>DOLLARS</u>		
			<u>CENTS</u>	\$ 3,000.00	\$ 3,000.00
			Per Each		
7	1	EA	<b>Waterline Connection B</b> , including tapping, sleeve and valve, setting proposed waterline alignment for connection, fittings, all in strict accordance with plans and specifications for,		
			<u>DOLLARS</u>		
			<u>CENTS</u>	\$ 3,000.00	\$ 3,000.00
			Per Each		
8	1	EA	<b>Waterline Connection C</b> , including tapping, sleeve and valve, setting proposed waterline alignment for connection, fittings, all in strict accordance with plans and specifications for,		
			<u>DOLLARS</u>		
			<u>CENTS</u>	\$ 3,000.00	\$ 3,000.00
			Per Each		
9	1	EA	<b>Waterline Connection D</b> , including tapping, sleeve and valve, setting proposed waterline alignment for connection, fittings, all in strict accordance with plans and specifications for,		
			<u>DOLLARS</u>		
			<u>CENTS</u>	\$ 3,000.00	\$ 3,000.00
			Per Each		

**OPINION OF PROBABLE CONSTRUCTION COST**  
**LaPorte, Texas**  
**Bayshore Park Waterline Relocation**

Item	Quantity	Unit	Description	Unit Price	Total Price
10	2	EA	<b>Fire Hydrant Assembly</b> , complete and operable, furnished and installed including all materials as detailed (including 6" gate valve), testing and sterilization, all in strict accordance with plans and specifications for,		
			DOLLARS		
			CENTS	\$ 5,000.00	\$ 10,000.00
			Per Each		
11	24	EA	<b>Connection to Water Meters</b> , including relocation of existing meter connection of new line, return of old fittings to Owner and cutting of old lines, and surface restoration, all in strict accordance with plans and specifications for,		
			DOLLARS		
			CENTS	\$ 500.00	\$ 12,000.00
			Per Each		
12	4	EA	<b>Vertical or Horizontal Offset</b> , as needed for avoiding conflicts, all in strict accordance with plans and specifications for,		
			DOLLARS		
			CENTS	\$ 500.00	\$ 2,000.00
			Per Each		
13	3	EA	<b>Cut, Plug, and Abandon in Place Existing Waterline</b> , all in strict accordance with the plans and specifications for,		
			DOLLARS		
			CENTS	\$ 250.00	\$ 750.00
			Per Each		
14	50	LF	<b>Trench Safety for depths greater than 5 ft</b> , all in strict accordance with the plans and specifications for,		
			DOLLARS		
			CENTS	\$ 1.00	\$ 50.00
			Per Linear Foot		
<b>TOTAL</b>					<b>\$204,585.00</b>

**GENERAL CONSTRUCTION NOTES**

1. MATERIALS FOR WATERMETER SHALL BE AS FOLLOWS:
  - A. MAIN: APPROX. 1/2" DIA. WITH INTERNAL THREADS INSTALLED ON THE INSIDE OF DIRECTIONAL DRILL. PIPE TO BE CERTAINTED CERT-A-LOK OR OTHER APPROVED EQUAL.
2. SERVICE LINES: HIGH DENSITY POLYETHYLENE (HDPE) 3/4" - COPPER TUBING SIZE.
3. INSTALLATION: THE CONTRACTOR TO CONSIDER EXISTING UTILITIES, AND MAKE ADJUSTMENT IN VERTICAL AND HORIZONTAL ALIGNMENT GIVEN CONSIDERATION OF THE FOLLOWING:
  - A. THE MAJORITY OF THE PIPE TO BE INSTALLED BY DIRECTIONAL DRILL. DEPTH OF PIPE INSTALLED BY DIRECTIONAL DRILL SHALL BE 18" BELOW FINISH GRADE AT POINT OF INSTALLATION OR 24" DEEPER BELOW THE SURFACE. MINIMUM COVER OF 36" SHALL BE MAINTAINED.
  - B. CONTRACTOR TO LOCATE THE EXISTING CROSSING MAIN LINES AND ADJUST ALIGNMENT TO ALLOW FOR CONNECTION. PROVIDE PROTECTIVE SHAFT, TRENCH BOX, AND/OR OTHER PROTECTIVE MEASURES.
4. CONNECTIONS: CONNECTIONS TO EXISTING WATERLINE TO BE BY TAPPING, SLEEVE AND VALVE OR SIZE CALLED FOR ON PLANS. CONNECTION TO BE MADE BY CONNECTION CALL OUT AND INCLUDE SETTING ALIGNMENT AND ELEVATION OF WATERLINE AT POINT OF CONNECTION. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LA PORTE STANDARD SPECIFICATIONS REQUIRED, PROVIDE VERTICAL OFFSET TO BE 10" TO 12" FROM EXISTING UTILITY.
5. SERVICES: SERVICES INCLUDE LINE FROM METER TO THE HOUSE AND FROM THE MAIN LINE TO THE METER. ALL MATERIAL TO CONFORM TO THE STANDARD SPECIFICATIONS AND STANCHIONS FOR PORTABLE WATER USE.
  - A. METER TO HOUSE: CONTRACTOR TO PROVIDE SERVICES ON LICENSED PLUMBER FOR INSTALLATION OF NEW SERVICE LINES FROM THE METER TO THE HOUSE. PLUMBING TO BE PERFORMED BY LICENSED PLUMBER. PIPES SHALL BE MARKED FOR PERMITS. PRELIMINARY ROUTINGS OF THE LINES ARE PROVIDED. FINAL ALIGNMENT TO BE CONFIRMED BY PLUMBER WITH THE PROPERTY OWNER PRIOR TO INSTALLATION. PIPE TO BE 2-INCH SCHEDULE 40 PVC (IRON PIPE SIZE) CONFORMING TO ASTM D2458. TRENCHES TO BE BACKFILLED AND COMPACTED. REUSE EXISTING SOOT THAT HAS BEEN REMOVED FROM THE PROPERTY. PROVIDE NEW METER BOXES AND PROVIDE A REPLACEMENT METERS ON A MAINTAINED WATER METER. PROVIDE NEW METER AND COVER AND FILL HOLES. TESTING AND STABILIZATION TO CONFORM TO CITY BUILDING CODES.
  - B. MAIN LINE TO METER: SERVICE LINES FROM THE MAIN WATER MAIN TO THE METER. SERVICE LINES TO BE 2-INCH-DIA. OR GREATER COMPARED TO AVAILABLE. LINES UNLESS THE CONTRACTOR TO BE INSTALLED BY DIRECTIONAL DRILL. CONTRACTOR PROVIDE TO PROVIDE FACTUAL TESTING AND PRIOR TO METER RELOCATION BY SUCCESSFUL PLUMBER.
  - C. FINAL INSPECTION: BACKFILLED TRENCHES TO BE COMPACTED, LEVELLED WITH TOP SOIL, AND COVERED WITH BLOCK CODING (12" x 12" x 6").
6. CONTRACTOR TO PROVIDE FOR NOTIFICATION OF STORMWATER DISCHARGE UNDER CONSTRUCTION GENERAL PERMIT THROUGHOUT THE PROJECT. IF MORE THAN 1/4 ACRE OF AREA IS DISTURBED, CONTRACTOR SHALL FOLLOW GOOD PRACTICE TO PREVENT SOIL RUNOFF OF FERTILIZERS, TRACE OILS AND OTHER SIMILAR CONTAMINANTS.



**EXIST LEGEND**

- RIGHT OF WAY/PROPERTY LINE
- SANITARY SEWER
- OVERHEAD UTILITY
- UNDERGROUND TELEPHONE
- UNDERGROUND GAS
- WATER LINE
- ASPHALT
- CULVERT
- TOP OF BANK
- WOOD FENCE
- CHAIN LINK FENCE
- FIRE HYDRANT
- TRENCH BOX
- TRENCH BOX
- TREE
- SIGN
- WATER VALVE
- WATER METER

**P&P PROP LEGEND**

- WATER LINE
- SERVICE LINE
- WATER METER
- WATER VALVE



**SPJ**  
SCHWALMURS & ROLK, P.C.  
ENGINEERS, ARCHITECTS, INTERIOR DESIGNERS  
11000 Katy Freeway, Suite 1000  
Houston, Texas 77058  
www.spj.com

**CITY OF LA PORTE  
TEXAS**

**BAYSHORE PARK  
WATERLINE RELOCATION**

**GENERAL CONSTRUCTION  
NOTES &  
LOCATION MAP**



DESIGNED BY  
PROJECT NUMBER  
301022.00  
SCALE  
NONE  
DATE  
MARCH 2018

DESIGNED BY  
PROJECT NUMBER  
301022.00  
SCALE  
NONE  
DATE  
MARCH 2018

DATE  
MARCH 2018

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 11, 2018</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: _____ Resolution: _____ Ordinance: _____

<b><u>Budget</u></b>
Source of Funds: <u>N/A</u>
Account Number: <u>N/A</u>
Amount Budgeted: <u>N/A</u>
Amount Requested: <u>N/A</u>
Budgeted Item: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

**Exhibits:**

- Approved IDA – Ordinance No. 2007-IDA-47
- Area Map
- Water-Sewer Service Application
- Water Service Agreement
- Sewer Service Agreement
- 25% Payment Receipt

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### **SUMMARY & RECOMMENDATION**

Clark Dietrich Building Systems has approached the City for water and sanitary sewer service to its facility at 9700 New Decade Drive in the Bayport Industrial District (see Area Map). The company is constructing a 94,950 square foot industrial building and estimates employing up to 45 full-time positions at this site.

Council has approved a policy to provide water and sanitary sewer service to companies located outside the city limits and within the City's industrial districts (ETJ). These companies are required by the policy to maintain a current Industrial District Agreement (IDA) with the City. There is an existing IDA with the City for the subject site (2007-IDA-47). Additionally, the applicant is subject to an administrative fee of \$5,000 per agreement, for a total combined fee of \$10,000. As required, a non-refundable payment of twenty-five percent (25%) of the total administrative fees has been received, with the remaining balance (\$7,500) to be paid upon approval of the water/sewer service agreements.

Based on the stated demand for domestic uses, the average daily monthly volume for potable water is 68,625 gallons. Under the terms of the policy, the company will pay one and one-half (1-1/2) times the City's current utility rate for service. The company will pay two (2) times the City's current utility rate for service for any additional monthly usage beyond 68,625 gallons.

Based on the stated demand for domestic uses, the average monthly volume for potable water is 58,332 gallons. Under the terms of the policy, the company will pay one and one-half (1-1/2) times the City's current utility rate for service. The company will pay two (2) times the City's current utility rate for service for any additional monthly usage beyond 58,332 gallons.

The terms of Clark Dietrich Building Systems' Water Service Agreement and Sanitary Sewer Service Agreement will expire on December 31, 2019, plus any renewals or extensions thereof. However, these agreements will automatically expire at such time as there is no effective Industrial District Agreement between the parties, or if the City exercises its right of termination.

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**Action Required by Council:**

Consider approval or other action, authorizing the City Manager to execute a Water Service Agreement, or a Sanitary Sewer Service Agreement, or both with Clark Dietrich Building Systems for its facility at 9700 New Decade Dr. in the Bayport Industrial District.

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**Approved for City Council Agenda**

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**Corby D. Alexander**

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**Date**

**ORDINANCE NO. 2007-IDA-47**

**AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH JACK B KELLEY, INC, A TEXAS CORPORATION FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEROF.**

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

Section 1. Jack B Kelley, Inc, a Texas Corporation has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

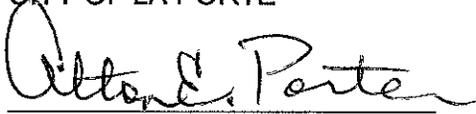
Section 2. The Mayor, the Assistant City Manager, the City Secretary, and the City attorney of the City of La Porte, be and they are hereby, authorized and empowered to execute and deliver on behalf of the City of La Porte, the industrial district agreement with the corporation named in Section 1 hereof.

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

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

**PASSED** and **APPROVED**, this 3<sup>rd</sup> day of December, 2007.

CITY OF LA PORTE



Alton Porter, Mayor

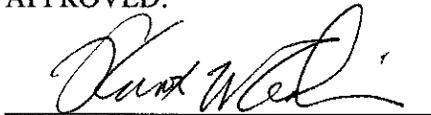
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ATTEST:



Martha Gillett, City Secretary

APPROVED:



Knox Askins, City Attorney

NO. 2007-IDA-47 §  
STATE OF TEXAS §  
COUNTY OF HARRIS §

RECEIVED

NOV 26 2007

La Porte Tax Office

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and Jack B. Kelley, Inc, a Texas corporation, hereinafter called "COMPANY",

W I T N E S S E T H:

WHEREAS, it is the established policy of the City Council of the City of La Porte, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the City and its citizens; and

WHEREAS, pursuant to its policy, City has enacted Ordinance No. 729, designating portions of the area located in its extraterritorial jurisdiction as the "Battleground Industrial District of La Porte, Texas", and Ordinance No. 842A, designating portions of the area located in its extraterritorial jurisdiction as the "Bayport Industrial District of La Porte, Texas", hereinafter collectively called "District", such Ordinances being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, Company is the owner of land within a designated Industrial District of the City of La Porte, said land being legally described on the attached Exhibit "A" (hereinafter "Land"); and said Land being more particularly shown on a plat attached as Exhibit "B", which plat describes the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte; and

WHEREAS, City desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into this Agreement with Company pursuant to Ordinance adopted by the City Council of said City and recorded in the official minutes of said City:

FINAL DRAFT: November 1, 2007

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of City referred to above, City and Company hereby agree with each other as follows:

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof; and provided, however, it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

In the event that any portion of the Land has heretofore been annexed by City, Company agrees to render and pay full City ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu"

payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

III.

A. The properties upon which the "in lieu of" taxes are assessed are more fully described in subsections 1, 2, and 3 of subsection C, of this Paragraph III (sometimes collectively called the "Property"); provided, however, pollution control equipment installed on the Land which is exempt from ad valorem taxation pursuant to the provisions of Sec. 11.31 of the Texas Property Tax Code is exempt from ad valorem taxation and "in lieu of taxes" hereunder. Property included in this Agreement shall not be entitled to an agricultural use exemption for purposes of computing "in lieu of taxes" hereunder.

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

C. Company and City agree that the following percentages ("Percentage Amount") shall apply during each of the Value Years:

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

Company agrees to pay to City an amount of "in lieu of taxes" on Company's land, improvements and tangible personal property in the unannexed area equal to the sum of:

1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and
  
2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Years following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
  - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
  - ii. a cumulative value of at least \$3,500,000.00.

For the purposes of this Agreement, multiple projects that are completed in a Value Year can be cumulated to arrive at the amount for the increase in value.

- (c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and
3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

with the sum of 1, 2 and 3 reduced by the amount of City's ad valorem taxes on the annexed portion thereof as determined by appraisal by the Harris County Appraisal District.

4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.

5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

#### IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

#### V.

This Agreement may be extended for an additional period or periods by agreement between City and Company and/or its assigns even though it is not extended by agreement between City and all of the owners of all land within the District of which it is a part.

#### VI.

A. In the event Company elects to protest the valuation for tax purposes set on its said properties by City or by the Harris County Appraisal District for any year or years during the terms hereof, nothing in this Agreement shall preclude such protest and

Company shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by Company, and except as otherwise provided in Article VI(B), Company agrees to pay to City on or before the date therefor hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of Company's hereinabove described property which would be due to City in accordance with the foregoing provisions of this Agreement on the basis of renditions which shall be filed by Company.

When the City or Harris County Appraisal District (as the case may be) valuation on said property of Company has been so finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final conclusion of the controversy, then within thirty (30) days thereafter Company shall make payment to City of any additional payment due hereunder, or City shall make payment to Company of any refund due, as the case may be, based on such final valuation, together with applicable penalties, interests, and costs.

B. Should Company disagree with any appraisal made by the independent appraiser selected by City pursuant to Article II above (which shall be given in writing to Company), Company shall, within twenty (20) calendar days of receiving City's invoice, give written notice to the City of such disagreement. In the event Company does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this Agreement.

Should Company give such notice of disagreement, Company shall also submit to the City with such notice a written statement setting forth what Company believes to be the market value of Company's hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of Company's property for "in lieu" purposes hereunder. If, after the expiration of thirty (30) days from the date the notice of disagreement was received by City, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI(B).

Notwithstanding any such disagreement by Company, Company agrees to pay to City on or before December 31 of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments which would be due hereunder on the basis of Company's written valuations statement submitted to City by Company hereunder, or the total assessment and "in lieu of taxes" thereon for the last preceding year, whichever is higher.

1. A Board of Arbitrators shall be created composed of one person named by Company, one by City, and a third to be named by those two. In case of no agreement on this arbitrator in 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of Company's property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 171, "General Arbitration", Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by the Company and the city, provided that each party shall bear its own attorneys fees.

#### VII.

City shall be entitled to a tax lien on Company's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by City in the same manner as provided by law for delinquent taxes.

#### VIII.

This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by Company situated within said territory, for so long as this Agreement or any extension thereof remains in force. Company shall give City written notice within ninety (90) days, with full particulars as to property assigned and identity of assignee, of any disposition of the Land, and assignment of this Agreement.

#### IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any

existing industrial district agreements after the effective date hereof and while this Agreement is in effect, which contains terms and provisions more favorable to the landowner than those in this Agreement, Company and its assigns shall have the right to amend this Agreement and City agrees to amend same to embrace the more favorable terms of such agreement or renewal agreement.

X.

The parties agree that this Agreement complies with existing laws pertaining to the subject and that all terms, considerations and conditions set forth herein are lawful, reasonable, appropriate, and not unduly restrictive of Company's business activities. Without such agreement neither party hereto would enter into this Agreement. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, articles or other parts of this Agreement or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrase, clause, sentence, paragraph, section, article or other part of the Agreement shall be deemed to be independent of and separable from the remainder of this Agreement and the validity of the remaining parts of this Agreement shall not be affected thereby.

XI.

Upon the commencement of the term of this Agreement, all other previously existing industrial district agreements with respect to said Land shall terminate.

XII.

Notices by a party to the other party hereto, shall be mailed or delivered as follows:

To the City of La Porte:

City Manager  
City of La Porte  
604 West Fairmont Parkway  
La Porte, TX 77571

To Company:

Jack B. Kelley, Inc.  
(COMPANY)  
Attention: Accounting Department  
P.O. Box 50539  
AMARILLO, TX. 79159-0539

Company shall promptly notify City of any change of ownership of Property, any assignment of this Agreement, and of any change of billing address.

Company shall notify City annually, on or before June 1, of any changes to the following information:

Plant Manager

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Tax Agent/Billing Contact

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

ENTERED INTO effective the 1st day of January, 2008.

By: Jack B. Kelley, Inc.  
(COMPANY)  
Mark Davis  
Name: MARK DAVIS  
Title: PRESIDENT  
Address: P.O. Box 50539  
Amarillo, TX. 79159-0539

ATTEST:  
Mattha Hill  
City Secretary

By: Alton E. Porter  
Alton E. Porter  
Mayor

APPROVED:  
Knox W. Askins  
Knox W. Askins  
City Attorney  
City of La Porte

By: John Joerns  
John Joerns  
Assistant City Manager

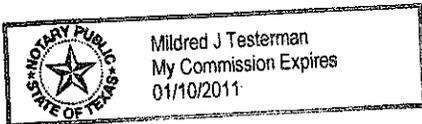
P.O. Box 1218  
La Porte, TX 77572-1218  
281.471.1886  
281.471.2047 fax  
knoxaskins@comcast.net

CITY OF LA PORTE  
604 West Fairmont Parkway  
La Porte, TX 77571

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21<sup>st</sup> day of November, 2007, by Mark Davis, President of Jack B. Kelley, Inc. corporation, a Texas corporation, on behalf of said entity.

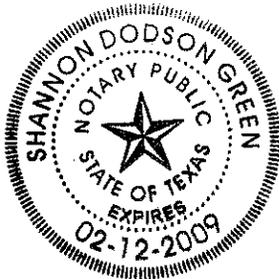
Mildred Testerman  
Notary Public, State of Texas



STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17 day of April, 2008, by Alton E. Porter, Mayor of the City of La Porte, a municipal corporation, on behalf of said entity.

[Signature]  
Notary Public, State of Texas



**"EXHIBIT A"**

(Metes and Bounds Description of Land)

## Exhibit A

All that certain 15.4043 acres of land being out of Restricted Reserve "E" Replat, Bayport North Industrial Park Partial Replat No. 1 according to the plat thereof filed at Film Code No. 516298, Harris County Map Records, also being out of that certain called 45.59 acre tract of land described in a deed dated 11-08-1999 from Don L. Tuffli, Trustee to Bayport North Industrial Park, L.P. filed for record in the Official Public Records of Real Property of Harris County, Texas, at Clerk's File No. U-074536, Film Code No. 529-10-2596 and being more particularly described by metes and bounds as follows (All bearings are based on Texas State Plane Coordinate System, South Central Zone):

BEGINNING at a found 5/8" iron rod with cap located in the south right-of-way line of New Decade Drive (60' wide) at its intersection with the east line of said Restricted Reserve "E" Replat;

THENCE S 01° 56' 01" E - 820.48', with said east line of said Reserve "E" Replat to a found 5/8" iron rod with cap for corner;

THENCE S 87° 27' 55" W - 809.87', with the said south line of Reserve "E" Replat to a found 5/8" iron rod with cap for corner;

THENCE N 03° 06' 23" W - 800.18', with said east right-of-way line of a 40' roadway easement, to a found 5/8" iron rod with cap for corner marking the west end of a 20' cut back line;

THENCE N 42° 10' 09" E - 28.15', with the said cut back line to a found 5/8" iron rod with cap for corner located in the south right-of-way line of said New Decade Drive;

THENCE N 87° 26' 41" E - 806.66', with the said south right-of-way line and the north line of the aforementioned Reserve "E" to the POINT OF BEGINNING and containing 15.4043 acres (671,011 square feet) of land, more or less.

**"EXHIBIT B"**

Attach Plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte.)

*To be furnished at a later time.*

**"EXHIBIT C"**

**Page 1 of 3**

**RULES AND REGULATIONS**

Any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be subject to the following rules and regulations pertaining to new signage, screening, driveways and median crossovers. These rules and regulations shall apply after the effective date of this Agreement when Company develops or constructs improvements on vacant Land described in Exhibit "A" which is adjacent to Fairmont Parkway, State Highway 225, or State Highway 146.

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
  - ◆ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
  - ◆ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
  - ◆ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
  - ◆ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
  - ◆ Freestanding identification signs shall not exceed 45 feet in height.
  - ◆ Minimum setback for sign construction shall be ten (10) feet from property lines.
  
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
  - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

**"EXHIBIT C"**  
**Page 2 of 3**

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.
- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

For items b and c above, the actual length of required screening along the roadway will be equal to the length of the new development that is parallel to the roadway. Screening shall not be required for new development that is to the rear of or behind existing facilities.

In all cases the 50' strip, along the entire roadway frontage, shall be dedicated as a landscape easement and shall be kept free from any improvements except for approved driveway access and identification signs.

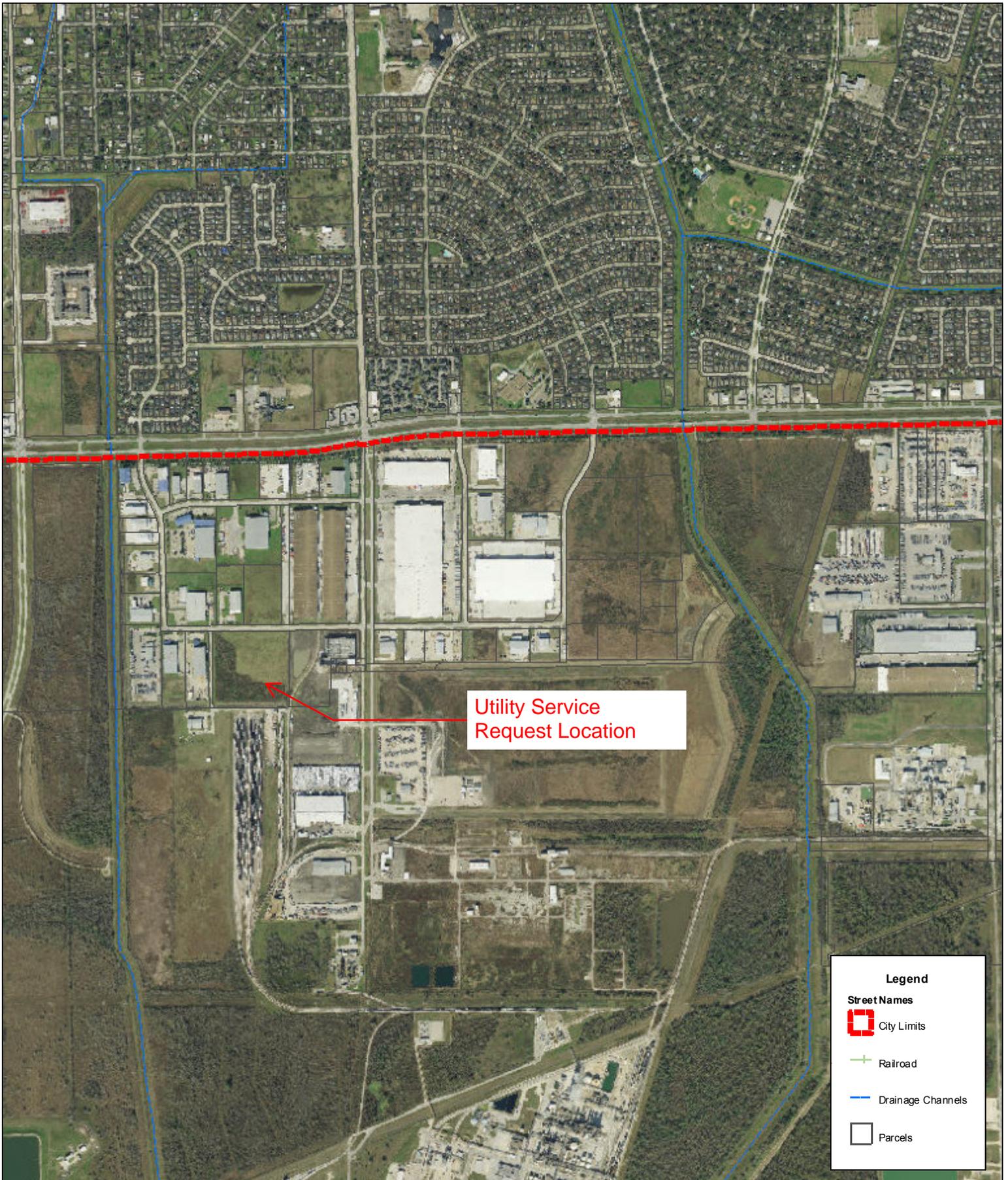
For cases of new development or improvements where a 50' landscape easement is not available or practical, Company shall meet with City to determine a suitable landscaping alternative.

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.
3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

Driveways opening from said strip of land onto Fairmont Parkway shall be subject to the rules and regulations of Harris County and provisions of the City's Code of Ordinances, whichever is more restrictive.

**"EXHIBIT C"**  
**Page 3 of 3**

4. Driveways opening from said strip of land onto Fairmont Parkway shall be approved by the City and may require the installation of separate acceleration/deceleration lanes.
5. Installation of a median crossover on Fairmont Parkway shall be subject to the approval of both Harris County and City.



Utility Service Request Location

**Legend**

**Street Names**

-  City Limits
-  Railroad
-  Drainage Channels
-  Parcels

*Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of La Porte makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of La Porte from any damage, loss, or liability arising from such use.*



**City of La Porte**  
 604 W. Fairmont Parkway  
 La Porte, TX 77571  
 (281) 471-5020  
 www.laportetx.gov

# La Porte GIS Mapping

1" = 1,528'



**- City Use Only -**

Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_  
Date of Initial Review Meeting: \_\_\_\_\_  
Date of Internal Review Meeting: \_\_\_\_\_  
Request Meets Policy Guidelines?: Y or N  
Date of Notification to Company: \_\_\_\_\_

**APPLICATION for WATER / SEWER SERVICE to COMPANIES  
WITH AN INDUSTRIAL DISTRICT AGREEMENT (IDA)**

Note: Submittal of partial or incomplete information may delay processing of your application

<b>1.) COMPANY NAME</b> (per Applicant's IDA w/ City): Name: <u>North Bayport Industrial Park II, Ltd.</u> Phone #: <u>310-326-4747</u> Fax #: <u>310-326-5113</u> E-Mail: <u>drc@tuffli.com</u> Company Address: <u>2245 West 190th Street,</u> <u>Torrance, CA 90504</u>	<b>2.) *SITE TENANT</b> (if other than "Company"): Company Name: <u>Clark Dietrich Building Systems</u> Phone # <u>513-870-1100</u> Fax #: <u>513-870-1300</u> Address: <u>9050 Centre Pointe Drive, Suite 400,</u> <u>West Chester, OH 45069</u> Contact Name: <u>Brandon Bistor</u>
--	---

**3.) PROPERTY DATA** (If available, include any survey, plat, site plan, map or sketch of the subject site with this form):  
\*Company's Industrial District Agreement No.: 2007 - IDA - 47  
\*Site Address: 9700 New Decade Drive, Pasadena, TX 77507  
Site HCAD ID(s): 1 2 0 - 7 2 8 - 0 0 0 - 0 0 2 7 ; \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ ;  
\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ ; \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Total Site Acreage (Per Exhibit "A" of Company's IDA): 15.4043 Acres

**4.) SITE FACILITY INFORMATION** (If available, include any site plan or sketch of the subject facility with this form):

New Construction  
Describe Project: Proposed 94,950 sq ft industrial building with associated paving,  
drainage and utilities

New Tenant Requesting Additional Water and/or Sanitary Sewer Allocation  
(Specify reason(s) for additional allocation request: \_\_\_\_\_  
\_\_\_\_\_

\*Full-time Regular + Full-time Contract Employees who will occupy this facility: 45 Total Full-Time Employees  
\*\*Current Amount of Water Allocated to Company by existing Water Service Agreement: \_\_\_\_\_ gallons per month  
\*\*Current Amount of Sewer Allocated to Company by existing Sewer Service Agreement: \_\_\_\_\_ gallons per month

**5.) WATER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

Domestic Uses (i.e. Drinking, Flushing, Etc.)  
 Other (describe): Fire suppression system, no industrial water use

**6.) SANITARY SEWER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):**

Domestic Uses (i.e. Wastewater from domestic uses)  
 Other (describe): \_\_\_\_\_

\* An Administrative Fee of \$100 per employee is assessed for each agreement (Min Fee = \$5,000; Max Fee = \$15,000)  
\*\*If Applicable

STATE OF TEXAS §

COUNTY OF HARRIS §

**CITY OF LA PORTE  
WATER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and North Bayport Industrial Park II, LTD hereinafter called "COMPANY".

I.

COMPANY is the owner of certain real property which is situated within the CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing potable water from CITY for usual human domestic uses. Previous planning considerations for the long-range potable water supply of CITY did not include the needs of properties located outside the corporate limits of CITY. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited water service. CITY agrees, however, to provide limited potable water service to COMPANY. For and in consideration of furnishing domestic potable water by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees that will be located at the COMPANY'S property as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Full-Time Employees on site	<u>45</u>
+ Number of Full-Time Contract Employees on site	<u>0</u>
= Total On-Site Full-Time Employees	<u>45</u>
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	<u>2,250 gpd</u>
Total Amount of Potable Water Approved for COMPANY (Average Monthly Volume, gal)	<u>68,625 gal</u>

## IV.

CITY has determined that adequate resources are available to CITY to furnish potable water to COMPANY based on the following terms and conditions, to-wit:

- (A) COMPANY shall pay to CITY a one-time administrative fee of \$ 5,000.
- (B) The total amount of potable water approved to COMPANY is established at 2,250 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of 68,625 ( ) gallons is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 68,625 ( ) gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of 68,625 ( ) gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) COMPANY'S site design and site development will, in certain cases, be subject to specific "Rules and Regulations" as defined in Exhibit "C" of COMPANY'S Industrial District Agreement with CITY.
- (J) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.
- (K) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY to protect CITY from any possible cross-connections.
- (L) COMPANY'S potable water supply system will be segregated from any existing and future fire protection system.

- (M) The total cost for the engineering design and construction of any potable water main, service line, back flow preventer, meter or other required appurtenances will be the responsibility of COMPANY.
- (N) COMPANY agrees to be bound by all applicable ordinances of CITY, relative to the furnishing of potable water to customers within the corporate limits of CITY.
- (O) There shall be no resale of water provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (P) CITY'S personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY shall have the right to inspect any and all work related to the furnishing of potable water to COMPANY.
- (Q) CITY shall have the right to interrupt or temporarily suspend said water service to COMPANY if an emergency arises and there is not an adequate water supply to meet the needs of the citizens of La Porte.
- (R) CITY reserves the right to enforce its drought contingency plan on all water customers at CITY'S sole discretion.
- (S) CITY does not guarantee its water system to provide specific water pressure and/or water volume requirements of COMPANY.

#### V.

All expenses of the installation of the meter; service lines from the main to the meter; and from the meter to COMPANY'S facilities, shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities beyond the meter. CITY shall own the meter.

#### VI.

In the event a State or Harris County license, permit, or permission to install the water main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S water facilities, reading its water meter(s) and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects

within ten (10) calendar days from date of written notice by CITY may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public water supply is threatened.

IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another water supply. If the transition is not complete within said six-month period, CITY shall have the right to terminate water service at its sole discretion.

X.

In the event of any conflict between the terms and provisions of this Water Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Water Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall expire on December 31, 2019 plus any renewals and extensions thereof. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Signature of Company's Authorized Representative

Printed Name: Dan Carruth

Company Representative's Title: VP

Company's Address:

2245 W. 190th Street  
Torrance, CA 90504

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On 05/24/2010 before me, Ronald Jerome Rollin Notary Public,

Date

(here insert name and title of the officer)

personally appeared Don Rossell Carvita

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: WARRANT SERVICE ACKNOWLEDGMENT

Number of Pages: 5

Document Date: 05/24/2010 Other: \_\_\_\_\_

ATTEST:

CITY OF LA PORTE

\_\_\_\_\_

Patrice Fogarty  
City Secretary

\_\_\_\_\_

Louis R. Rigby  
Mayor

APPROVED:

\_\_\_\_\_

Knox W. Askins  
City Attorney

By:

\_\_\_\_\_

Corby D. Alexander  
City Manager

STATE OF TEXAS           §

COUNTY OF HARRIS       §

CITY OF LA PORTE  
SANITARY SEWER SERVICE AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and North Bayport Industrial Park II, LTD hereinafter called "COMPANY".

I.

COMPANY is the COMPANY of certain real property, which is situated in CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing sanitary sewer service from CITY for usual human domestic uses. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited sanitary sewer service. CITY agrees, however, to provide limited sanitary sewer service to COMPANY. For and in consideration of furnishing sanitary sewer service by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees, as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Employees on-site	<u>45</u>
Number of Contract Employees	<u>0</u>
Total on-site Employees	<u>45</u>
Sanitary Sewer Desired for Domestic Use (Total on-site times 50 gpd per employee)	<u>1,912.5</u>
Total Amount of Sanitary Sewer Approved For COMPANY (Average Monthly Volume, gal)	<u>58,332</u>

## IV.

CITY has determined that adequate facilities are available to allow CITY to furnish sanitary sewer to COMPANY based on the following terms and conditions, to-wit:

- (A). COMPANY shall pay to CITY a one-time administrative connection charge of \$ 5,000.
- (B). COMPANY shall pay the standard sewer tap fee based on CITY'S current sewer tap fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard sewer deposit fee through CITY'S Utility Billing Division prior to receiving sewer service from CITY.
- (C). The average daily volume is established at 2,250 ( ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day established by CITY.
- (D). The average monthly volume is calculated to be eighty-five percent (85%) of the average daily volume multiplied by a factor of 30.5, which shall be used to facilitate service billings.
- (E). The cost of sanitary sewer service up to the average monthly volume of 58,332 ( ) gallons shall be one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (F). The cost of sanitary sewer service for amounts in excess of the established average monthly volume shall be two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G). Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 58,332 ( ) gallons. Repeated sanitary sewer delivery greater than the established average monthly volume may result in termination of service.
- (H). COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require the suspension of use of the sanitary sewer system for periods not to exceed thirty-six hours.
- (I). CITY shall have the right to interrupt or temporarily suspend said sanitary sewer service to COMPANY if an emergency arises and there is not an adequate sewer collection or treatment capacity to meet the needs of the citizens of La Porte.
- (J). COMPANY shall file application with CITY for an Industrial Waste Permit and hereby agrees to be bound by CITY'S Industrial Waste Ordinance (Chapter 74, Article II of the Code of Ordinances) and any subsequent amendments or revisions.
- (K). Owner shall install a sanitary sewer sampling well in accordance with CITY'S standards to ensure no sewer waste, other than domestic waste enters its sanitary sewer system.
- (L). The total cost for the engineering design and construction of any sanitary sewer main, service line, lift station, meter or other required appurtenances will be the responsibility of COMPANY.

- (M). COMPANY agrees that it shall be bound by all applicable ordinances of CITY, relative to the furnishing of sanitary sewer service to customers within the corporate limits of CITY.
- (N). COMPANY shall install a sanitary sewer sampling well in accordance with CITY's standards.
- (O). All plumbing installed by COMPANY connected to the sanitary sewer line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements. CITY'S engineering and code enforcement personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY plumbing inspectors shall have the right to inspect any and all work related to the furnishing of sanitary sewer service to COMPANY.
- (P). There shall be no resale of the sanitary sewer service provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (Q). COMPANY shall submit a certified site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development project may be subject to certain additional requirements as described in Exhibit "A", attached. These requirements shall be shown on the site plan and approved by City.

#### V.

All expenses of the installation of service lines from the main to the COMPANY'S facilities shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities.

#### VI.

In the event a State or Harris County license, permit, or permission to install the sanitary sewer main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

#### VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S sanitary sewer facilities, and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

#### VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects within ten (10) days may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public sanitary sewer system is threatened.

IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another sanitary sewer service provider. If the transition is not complete within said six-month period, CITY shall have the right to terminate sanitary sewer service at its sole discretion.

X.

In the event of any conflict between the terms and provisions of this Sanitary Sewer Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Sanitary Sewer Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall terminate on December 31, 2019. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

  
Signature of Company's Authorized Representative

Printed Name: Don R Carruth

Company Representative's Title: VP

Company's Address:

2245 W. 190<sup>th</sup>  
Torrance, CA 90504

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES )

On 05/24/2018 before me, RONDAL JEROME ROLLIN Notary Public,  
Date (here insert name and title of the officer)

personally appeared Don Russell Carruth

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/het/their authorized capacity(ies), and that by his/het/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: SWITCHED SERVICE AGREEMENT Number of Pages: 4

Document Date: 05/24/2018 Other: \_\_\_\_\_

ATTEST:

CITY OF LA PORTE

\_\_\_\_\_

Patrice Fogarty  
City Secretary

\_\_\_\_\_

Louis R. Rigby  
Mayor

APPROVED:

\_\_\_\_\_

Knox W. Askins  
City Attorney

By: \_\_\_\_\_

Corby D. Alexander  
City Manager



City of La Porte  
604 W Fairmont Pkwy  
La Porte, TX 77571

\*\*\*CUSTOMER RECEIPT\*\*\*

**RECEIPT**

Tender Name: Arch-Con Corporation

Tender Information: Tender Type: CK | Check #61180 | Amount \$1250.00 | Name: Arch-Con Corporation

Tender Type: CK

Tender Amount: \$1,250.00

User Id: laporte\helmsj

Receipt Date: 5/1/2018

Receipt Number: 2296

Receipt Details:

Fee Code	Description	Amount	Name
CR	Miscellaneous receipts	\$1,250.00	Inv#CQREQ4232018
MISCELLANEOUS	1253		
REVENUE - CRCD	CK - 61180		
	Inv#CQREQ4232018		

Deposited By: \_\_\_\_\_

Received By: \_\_\_\_\_



City of La Porte  
604 W Fairmont Pkwy  
La Porte, TX 77571

\*\*\*CUSTOMER RECEIPT\*\*\*

**RECEIPT**

Tender Name: Arch-Con Corporation  
Tender Information: Tender Type: CK | Check #61162 | Amount \$1250.00 | Name: Arch-Con Corporation  
Tender Type: CK  
Tender Amount: \$1,250.00

User id: laporte\helmsj  
Receipt Date: 5/1/2018  
Receipt Number: 2295

Receipt Details:

Fee Code	Description	Amount	Name
CR MISCELLANEOUS REVENUE - CRCD	Miscellaneous receipts 1252 CK - 61162 Inv#CQREQ4192018	\$1,250.00	Inv#CQREQ4192018

Deposited By: \_\_\_\_\_

Received By: \_\_\_\_\_

## REQUEST FOR CITY COUNCIL AGENDA ITEM

<b>Agenda Date Requested:</b> <u>June 11, 2018</u>	<b><u>Budget</u></b>
<b>Requested By:</b> <u>Kristin Gauthier</u>	<b>Source of Funds:</b> _____
<b>Department:</b> <u>OEM/Public Works</u>	<b>Account Number:</b> _____
<b>Report:</b> <input checked="" type="checkbox"/> <b>Resolution:</b> _____ <b>Ordinance:</b> _____	<b>Amount Budgeted:</b> _____
<b>Exhibits:</b> <u>Sealed RFP #18501 – Debris Removal</u>	<b>Amount Requested:</b> _____
<b>Exhibits:</b> <u>Public Purchase Access Report</u>	<b>Budgeted Item:</b> <input checked="" type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>
<b>Exhibits:</b> <u>Evaluation Worksheet – RFP #18501</u>	

### SUMMARY & RECOMMENDATION

Following a disaster that impacts La Porte, there will be an immediate need for debris removal services. The City currently has agreements in place for such services. The agreements have historically been for a term of five (5) years, with the option to renew every one (1) year. The last RFP for debris removal services was conducted in 2014.

In the year leading up to Hurricane Harvey, one of the approved removal contractors elected not to renew their annual agreement with the City, leaving us with two remaining pre-qualified contractors. Following Hurricane Harvey, there were concerns regarding the primary contractor’s ability to submit required documentation prior to issuing a Notice to Proceed. The City then attempted to issue a Notice to Proceed to the remaining backup contractor, but that contractor was unable to conduct the work for the City. With no debris removal contractors left, the City removed debris in-house following Harvey, with force account labor and equipment. While it was possible for us to successfully remove debris solely in-house after Harvey, this would most likely not be the case following a storm that generates a significantly larger amount of debris. An example of this is the substantial amount of debris that resulted from Hurricane Ike in 2008. The ability to remove such a substantial amount of debris will require outside resources to complete the work in a timely and effective manner. This is needed to ensure public safety and restore basic services to the city as quickly as possible. As a result of the issues faced before and after Harvey, staff elected not to renew the existing contracts for debris removal this year, and instead chose to seek new requests for proposals.

The City has a FEMA-approved Debris Management Plan in place, which recognizes the need for pre-qualified contractors to assist with debris removal services following a disaster. In the aftermath of such a disaster, the City will likely seek reimbursement through the FEMA Public Assistance Program. Costs associated with debris management services may be eligible for reimbursement. FEMA permits financial incentives for applicants who have at least one pre-qualified debris contractor. Therefore, it is in the best interest of the City to have debris removal agreements in place prior to a disaster. This RFP will not be utilized unless needed following a disaster that requires debris removal throughout the City of La Porte.

Advertised, Sealed Requests for Proposals #18501 – Debris Removal were opened and read on April 12, 2018. Solicitation requests were advertised in the Bay Area Observer (3/22, 3/29), and posted on Public Purchase and the City of La Porte website with six (6) vendors responding. The RFP allows for award to a primary vendor and multiple backup vendors.

Copies of the returned proposals were sent to the Evaluation Committee for review. The criteria below were used to evaluate the proposals:

- |  |     |
|--|-----|
| 1. Cost for Services   | 30% |
| 2. Qualifications of firm and key personnel                  | 20% |
| 3. Demonstrated debris removal capabilities for any disaster | 20% |
| 4. Experience with similar locations and sizes of entity     | 15% |
| 5. Record of past performances/references                    | 15% |

The Committee, two members from OEM and three from Public Works, evaluated the proposals based on the criteria stated within each section of the RFP. Per the RFP, the Evaluation Committee determined the best value for the City by considering a combination of many factors, including but not limited to: purchase price; how well the City's needs will be met; past relationship with the City; reputation and/or reliability of respondent; completeness of services offered during the performance of the contract; and/or a combination of many factors included within the specifications. Based on these factors, the Committee identified Ceres Environmental as the top respondent, with DRC Emergency Services, Crowder Gulf, TFR Enterprises, D&J Enterprises, and Custom Tree Care as backup contractors.

Following experiences from Hurricane Harvey, the Evaluation Committee believes it is in the best interest of the City to award multiple contracts for debris removal services. This is in an effort to ensure the City has adequate resources available to ensure public safety and continuity of operations by removing debris in a timely and efficient manner.

The Evaluation Committee recommends award of RFP #18501 – Debris Removal as follows:

- Primary: Ceres Environmental
- Backup: DRC Emergency Services
- Backup: Crowder Gulf
- Backup: TFR Enterprises
- Backup: D&J Enterprises
- Backup: Custom Tree Care

---

**Action Required by Council:**

Consider approval or other action to award RFP #18501 for Debris Removal Services based on the recommendation of the staff Evaluation Committee.

---

**Approved for City Council Agenda**

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

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



**Request for Proposal**

**SEALED RFP #18501 - Debris Removal**

*required for use by City of La Port Office of Emergency Management*

The City of La Porte

*issued by*

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

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

**Proposal Opening Date:** Thursday, April 12, 2018

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

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

Sealed Proposals must be received at the City Hall Information Desk, 604 W. Fairmont Parkway, La Porte, Texas 77571 no later than date and time stated above. The proposals will be opened and the names of the respondents publicly read in Council Chambers immediately after the closing hour for the proposals on said date.

**No late proposals will be considered**

The City of La Porte hereby notifies all respondents that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion or national origin in consideration for an award.

The City reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal or part thereof, which in the opinion of the City Council, is most advantageous to the City. In case of ambiguity or lack of clearness in stating the prices in the proposal, the City reserves the right to consider the most advantageous proposal thereof or to reject the submittal.

**Published:** March 22, 2018  
March 29, 2018



## General Information to Respondents

### From Advertisement to Proposal Submission

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

##### 1.1 The Proposal Documents

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

##### 1.2 Preparing the Proposal

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

##### 1.3 Obtaining the Proposal Documents

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

##### 1.3.1 Downloadable Proposal Documents

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

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

##### 1.3.2 Printable Documents

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

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



#### **1.4 Clarifications and Addenda**

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

##### **1.4.1 Clarifications**

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

##### **1.4.2 Addenda**

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

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

##### **1.4.3 Communications**

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

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

#### **1.5 Pre-proposal conference and site visit**

A pre-proposal conference is not required.

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

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

#### **1.7 Exceptions or Variances**

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

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



declared by the City as conditional.

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

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

**1.8.1 Taxes**

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

**1.9 Completion of the Proposal Documents**

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

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

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

**1.10 Other Required Forms or Documents**

**1.10.1 Proposal Deposit**

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

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

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

**1.11 Trade Names and Substitutions**

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



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

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

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

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

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

#### **1.12 Authorized Dealer/Distributor**

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

#### **1.13 Recycled materials**

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

#### **1.14 Estimated Quantities**

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

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

#### **1.15 Proposal Modifications**

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



**1.16 Withdrawal of Proposals**

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

**1.17 Cooperative or Inter-local Purchases**

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

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

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

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

**1.18 Submission of Proposals**

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

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

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

**1.18.2 Respondents are responsible for Proposal delivery**

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



**From Proposal Receipt and Evaluation to Award**

**1.19 Opening**

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

**1.20 Effective Term of Proposal**

Unless a proposal is expressly rejected by the City, all proposals will remain in effect for sixty (60) days subsequent to proposal opening. Respondent may not withdraw or cancel or modify its Proposal for a period of sixty (60) days after the advertised closing time for the receipt of Proposals. The City reserves the right to withhold and deposit the proposal deposit of any respondent requesting withdrawal, cancellation or modification of its Proposal prior to the sixty (60) day period.

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

**1.21 Evaluation and Consideration of Proposals**

**1.21.1 Determination of Responsiveness**

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

**1.21.2 Determination of Responsibility**

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

**1.21.3 Must propose all line items**

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

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

**1.21.4 Mathematical Calculations**

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

**1.21.5 Unbalanced Proposals**

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

**1.21.6 Conditional Proposals**

Conditional proposals will not be accepted.



**1.21.7 Respondent Debts or Defaults**

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

**1.21.8 Competency of Respondent**

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

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

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

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

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

**1.21.10 Tie Proposals**

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

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

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

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

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



**ARTICLE 2 Incorporation of Exhibits**

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

- Exhibit A - Pricing Proposal**
- Exhibit B - Insurance Requirements**
- Exhibit C - Conflict of Interest Questionnaire**
- Exhibit D - Affidavit of Non-Collusion**
- Exhibit E – References**
- Exhibit F- Anti-Lobbying Form**
- Exhibit G- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
- Exhibit H- House Bill 89 Verification**
- Exhibit I- Form 1295**
- Exhibit J- Performance Bond**



## ARTICLE 3 - Standard Terms and Conditions

### 3.1 General Provisions

#### 3.1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Laws and Regulations; Laws or Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**Specification:** means the Proposal Documents, including but not limited to the detailed specifications consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

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

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

### 3.1.2 Interpretation of the Contract

#### 3.1.2.1 Order of Precedence

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

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

#### 3.1.2.2 Interpretation and Rules

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



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

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

**3.1.2.3 Funding**

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

**3.1.2.4 Severability**

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

**3.1.2.5 Survival of Terms**

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

**3.1.2.6 Silence of Specifications**

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

**3.1.2.6 Entire Contract**

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

**3.1.2.7 Non-Exclusive Contract**

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

**3.1.3 Subcontracting and Assignment**

**3.1.3.1 No assignment of Contract**

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



**3.1.3.2 Subcontracts**

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

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

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

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

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

**3.1.4 Contract Governance**

**3.1.4.1 Governing Law and Jurisdiction**

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

**3.1.4.2 Cooperation by Parties and between Contractors**

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

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



**3.1.4.3 Independent Contractor**

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

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

**3.1.4.4 Authority**

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

**3.1.4.5 Joint and Several Liability**

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

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

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

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

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

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



#### **3.1.4.8 Ethics**

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

City of La Porte Ordinance No. 2013-3489 establishes an ethics and conflict of interest policy applicable to city council members, appointive members to city boards and commissions, and city employees. Any vendor entering into a contract or agreement with the City of La Porte, Texas expressly acknowledges that it has familiarized itself with the provisions of this Ordinance.

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

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

#### **3.1.4.10 Confidentiality**

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must not issue any publicity new releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the City.

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

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

Contractor shall deliver to Owner or Owner's designated representative for approval and acceptance, prior to the Owner's final payment hereunder, all documents and material prepared and/or utilized by contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the Owner, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the Owner's prior written consent, unless otherwise required by lawful court order, after a



hearing at which the Owner is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the Owner's expense shall be and remain the Owner's sole property and may be reproduced at the discretion of the Owner. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.

**3.1.4.12 Indemnity**

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

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

**3.1.4.13 Drug Free Work Place**

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

**3.1.4.14 Successors and Assigns**

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

**3.1.5 Force Majeure**

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

**3.2 Compensation Provisions**

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



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

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

**3.2.1 Invoices and Payment**

The Owner will only pay for those items deemed Eligible in accordance with City, guidance, unless the owner otherwise agrees in writing.

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

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

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

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

**3.2.1.1 Payments**

The City will make payment for the approved, eligible services performed in accordance with this Agreement within 30 days of submission of invoice. All invoices are subject to review and approval by Owner or Owner's designated representative.

**3.2.1.2 Retention**

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

**3.2.1.3 Payment of Eligible Services**

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



**3.2.1.4 Final Billing**

Contractor shall include the words "final invoice" on Contractor's final billing to the Owner. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the Owner and that all such charges are for eligible services. Since this account will thereupon be closed, any and all further charges not originally included in this invoice submitted and marked as "final invoice" shall be deemed waived by Contractor.

**3.2.2 Records, Access and Audits**

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

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

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

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

**3.3 Compliance with all laws**

**3.3.1 General**

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

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

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

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

**3.3.2.1 Proof of Noncompliance**

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

of this Contract.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

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

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

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

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

### **3.4 Contract Disputes**

#### **3.4.1 Dispute Resolution**

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

##### **3.4.1.1 Resolution Process**

Pursuant to subchapter 1, Chapter 271, Texas Local Government Code, contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the claim by taking the following steps: (i) Written notice substantially describing the factual and legal basis of the claim shall be delivered by the contractor to the Owner within fifteen (15) days of the event giving rise to the claim, in which notice shall request a written response to be delivered to the contractor not less than fourteen business days after receipt of the notice of claim; (ii) Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract documents pertaining to the performance and furnishing of the work with respect to changes in the Contract Price or Contract times will be referred initially to the Debris Monitor in writing with a request for a formal decision in accordance with this paragraph; (iii) Written notice of each claim, dispute, or other matter will be delivered by the claimant to the other party of the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to Debris Monitor and the other party within forty-five days after start of such occurrence or event unless Debris Monitor allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter; (iv) The opposing party shall submit any response to Debris Monitor and the claimant within 30 days after receipt of the claimant's last submittal (unless Debris Monitor allows additional time); (v) Debris Monitor will render a formal decision in writing within 30 days after receipt of the opposing party's submittal, if any, in accordance with this paragraph; (vi)The Debris Monitor's rendering of a formal decision shall be a condition precedent to further dispute resolution actions.

The general process for dispute resolution shall be:

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



- mediation

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

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

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

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

#### **3.4.1.3 Mediation**

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

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

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

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

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



**3.1.4.5 Claims and timely assertion of claims**

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

**3.1.4.6 Judgment on final award**

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

**3.1.4.7 Non-Jury Trial**

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

**3.5 Events of Default and Termination**

Contractor may terminate this Contract upon thirty (30) days written notice to the Owner, provided, however that during such thirty (30) days (or until earlier release by the Owner), Contractor shall continue to diligently perform all duties hereunder. The owner may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. If this Contract is terminated by the Owner with written notice to contractor, the Contractor shall be paid for the eligible work performed to the time of termination. The termination of this Contract by the Owner for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the Owner shall be liable only for goods or services then delivered by Contractor and accepted by the Owner. Such termination shall be effective as of the date and time designated by the Owner.

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

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



### 3.5.1 Cure or Default

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

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

Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State. In the event of a default by Contractor, the Owner shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of Texas.

### 3.6 General Requirements of Respondent

#### 3.6.1 Proposal

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

#### 3.6.2 Personnel and Equipment

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

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

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

##### 3.6.2.1 Non Discrimination

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

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

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

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

The City reserves the right to require immediate removal of any Contractor employee from City service it deems

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

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

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

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

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

#### **3.6.2.3 Supervision**

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

#### **3.6.2.4 Identification of Employees**

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

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

#### **3.6.3 Payment Adjustments**

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

## **ARTICLE 4 Special Conditions**

### **4.1 Respondent's Minimum Qualifications**

Respondents must demonstrate that they have the resources and capability to provide the materials, labor and services as described herein to the extent necessary so as to insure that all charges incurred by Owner with respect to said services hereunder.



The Owner will only pay for those items deemed Eligible in accordance with City, guidance, unless the Owner otherwise agrees in writing. All applicable Federal, State and/or local regulations or any other governing agency guidelines for the collection, transportation, temporary staging and final disposal of debris must also be demonstrated. ALL RESPONDENTS must submit documentation to support these qualifications. Failure to do so may be cause for proposal to be deemed non-responsible and rejected.

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

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

**4.2 Time is of the Essence:**

- A. Contractor understands that time is of the essence in the performance of this Contract and that suitable equipment, personnel and other necessary resources must be available to commence work in accordance with these specifications.
- B. Contractor shall remove, a minimum, the quantities of debris within 30, 60 and 90 calendar days as stated in **Exhibit A**.
- C. Contractor agrees to provide insurance certificates and to commence the performance of services under this Contract no later than seventy-two (72) hours after Notice to Proceed is issued.
- D. Contractor agrees to work diligently to complete this Contract by the earliest possible date; however, in no event shall the time period for completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless Owner initiates additions or deletions to the Contract by written change orders, or in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.
- E. Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.
- F. Contractor shall provide progress reports to the Owner and/or Debris Monitor on a weekly basis or more frequently as requested by the Owner. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Contractor.

**4.3 Working Conditions**

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



#### 4.4 Vehicles and Equipment

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

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

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

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

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

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

#### 4.5 Modifications of Work

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

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

#### 4.6 Inspection and Defects

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

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



**4.6.1 Inspection tower**

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

**4.7 Quality**

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

**4.8 Contract Administrator**

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

**4.8.1 Debris Monitor**

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

**4.9 Proposal and Submittal Requirements**

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

**TAB    ITEM**

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

Management Guide: FEMA-325. Provide a subcontracting plan to include the identity and address of potential local subcontractors.

3. Each Proposer shall submit a written statement describing the experience, organizational structure and “chain of command” of the Proposer’s and subcontractor’s response team and the project management methods that are most appropriate to perform the contract services. The statement must include: historical methods for communicating with team members and local emergency management and public works staff, team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and other appropriate management considerations. The Proposer shall also discuss its staffing and their experience and ability to supervise multiple debris removal crews, and subcontractors. This discussion shall also include the Proposer’s historical project management methods that insure quality control of the work being performed by the Proposer’s teams, crews and subcontractors.

Proposer shall provide:

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

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

4. Financial Capabilities: Each Proposer shall submit its annual audited financial statements for the past three (3) fiscal years certified by a Certified Public Accountant. The Certified Financial Statements shall include a detailed list of assets, particularly that equipment which is owned or leased by Proposer. Public companies listed on the New York or NASDAQ Stock Exchanges are only required to provide a copy of their latest Annual Report. If the Proposer has been in business for a period of less than three (3) years, the Proposer should submit Certified Financial Statements for the period the Proposer has been in business plus a detailed business plan in addition to any pertinent

**TAB ITEM**

information that would allow the evaluation of the sufficiency of financial resources and the ability of the Proposer to successfully perform and finance the services enumerated in the RFP. In lieu of financial statements, Proposer may provide other evidence of its financial capability to mobilize, manage, sustain and finance a multi-million dollar volume of work for a minimum of 45 days without interference or a slow-down in the work.

5. References: Include a reference list of at least Five (5) clients to whom the Proposer has provided similar services as prime contractor within the past five years. Two of these projects must involve removal of at least 500,000 cubic yards of debris. The following information is required for each reference.

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_



6. Environmental Plan: Proposers must provide an Environmental Plan to demonstrate compliance with applicable environmental regulations in the debris removal and reduction process. Proposers shall delineate memberships in professional organizations and possession, knowledge and proposed compliance with TCEQ regulations and Certifications, EPA Regulations.
7. The person who shall serve as authorized negotiator for Proposer should Proposer to be selected to negotiate with Owner.
8. Whether Proposer or any employee thereof anticipated being assigned to provide debris removal services has been a defendant in any proceeding involving or arising out of debris removal services within the past five years.
9. Whether or not Proposer has had a contract related to debris removal canceled within the past seven years. If so, state the name and address of the other contracting party and reason.
10. Certify that Proposer, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or Texas law.
11. List of current obligations of Proposer for disaster relief to other government or private entities within a 200 mile distance from the City of La Porte (including all pre-positioned or pre-event contracts by which Contractor is currently bound and/or is considering)

## **ARTICLE 5 Scope of Services and Detailed Specifications**

### **5.1 General**

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

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

It is the City's intent to award a non-exclusive contract to a primary and two (2) back-up Contractors for a one (1) year contract with the potential for up to four (4) additional one-year renewal periods equal to the original contract term, for a possible five (5) year contract. Award may be made to multiple Contractors, by portions of work to separate contractors, or by individual proposal items. The Owner also reserves the right to delete from the Scope, individual proposal items at any time following the award of the Contract. This does not release the Contractor from continuing to perform other awarded items.

#### **5.1.1 Background**

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



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

### 5.1.2 Intent

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

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

## 5.2 Specifications

### 5.2.1 General

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

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

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

### 5.2.2 Performance

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

#### 5.2.1.1 Removal and Hauling Vegetative Debris

As identified by and directed by the Owner or Debris Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Temporary Debris Storage and Reduction Site (TDSRS) within the City of La Porte or direct haul to a landfill, at the Owner's discretion. This includes fallen tree and limb debris that is located on public property and right-of-way as well as hazardous limbs and trees removed by the Contractor under pay items 10 and 11 below and placed on public property or ROW. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.



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

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

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

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

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

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

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Owner. The designated disposal site will be either the Green Shadows Landfill or the Baytown Landfill. The Green Shadows Landfill is located at 1089 Jana Lane Pasadena Texas 77503, (281) 542-6433, and is owned by Waste Management Inc. The Baytown Landfill is located at 4791 Tri-City Beach Road, Baytown, TX 77520, (281) 383-2454, and is owned by Waste Management, Inc. The Contractor may be required to remove and haul reduced vegetative debris from a TDSRS site or sites managed by others, to an approved landfill as directed by the Owner or Debris Monitor. The Contractor shall provide an inspection tower in accordance with the Supplemental General



Conditions. Payment under this pay item shall be based on a per cubic yard quantity. This pay item does not include tipping or disposal fees. Tipping or disposal fees shall be paid directly by the Owner.

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

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

**5.2.1.6 Disposal of Construction and Demolition Debris**

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

**5.2.1.7 Removal of Hazardous Hanging Limbs**

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter (at the point of break) from trees over 6" in diameter (measured 4.5 ft above ground) from public property and ROW, as identified by the Owner or Debris Monitor. Trees with hazardous limbs must be identified by the Owner or Debris Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under pay item 1 above.

**5.2.1.8 Removal of Hazardous Leaning Trees**

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 4.5 ft above ground) from public property and ROW, as identified by the Owner or Debris Monitor. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Debris Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item 1 above. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW



with less than 50% of the root ball exposed shall be cut flush with the ground. The cost of root ball removal, all fill material and placement shall be an incidental to the hazardous tree removal cost and will not be eligible for separate payment.

**5.2.1.9 Asbestos Containing Material (ACM)**

In addition to debris removal from public property and ROW, Contractor shall be fully responsible for demolition, debris removal, transportation, and disposal of ACM debris. The Contractor shall comply with TCEQ and EPA requirements for ACM loading, hauling, and disposal requirements at a location approved by TCEQ and the City. The Contractor will deliver the ACM material to an approved landfill for the disposal of ACM. The Waste Management Coastal Plains Landfill, 2100 East Hwy 6 Alvin, TX 77511 is currently accepting ACM. All disposal costs will be the responsibility of the Contractor. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed under this Contract. Payment under this item will be per cubic yard.

**5.2.1.10 White Goods**

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

**5.2.1.11 Electronics Waste**

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

**5.2.1.12 Portland Cement Concrete**

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

**5.2.1.13 Household Hazardous Waste**

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

**5.2.1.14 Lawnmowers and Equipment with Small Engines**

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

**5.2.1.15 Abandoned Tires**

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



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

**5.2.3 Priority of Work Areas**

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

**5.2.4 Debris Ownership and Hauling Responsibilities**

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

**5.2.5 Debris Disposal**

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

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

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

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

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

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



### 5.2.6 Hours of Operation

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

### 5.2.7 Property Damage

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

### 5.2.8 Security and Safety

#### 5.2.8.1 OSHA Compliance

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

#### 5.2.8.2 Protection and Damages

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

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

#### 5.2.8.3 Safety

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

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

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

Contractor shall present to Owner prior to execution of this Contract a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to Contractor personnel or other persons associated with or in proximity to work zones. It shall be the full responsibility of

Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable Federal, State and local laws and regulations regarding the use of such vehicles and equipment on public roadways.

#### **5.2.8.4 Emergency Telephone**

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

#### **5.2.8.5 Unauthorized Personnel**

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

### **5.2.9 Equipment**

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

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

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

### **5.2.10 Quality Control**

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

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

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

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

### **5.2.11 Additional Requirements**

#### **5.2.11.1 Performance Bond**

The Contractor will execute and deliver to the City, within fifteen (15) days after notification of award, a Performance Bond in the amount of five hundred thousand dollars (\$500,000.00) as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the Purchasing Department fifteen (15) days prior to termination date of the existing bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Texas and having resident agent.



Acknowledgement and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of the Agreement by the Contractor. In the event the contractor has multiple contracts with other jurisdictions, this Performance Bond will ensure the City of La Porte dedicated resources for assistance in the event of a disaster. Any surety shall state that either cannot be cancelled or terminate without having first provided the City of La Porte 60 days notice.

**5.2.11.2 Contract Term**

The initial Term for this Non-exclusive Contract will be for one (1) year from date of execution (last date set forth on the signature page) with four (4) possible one-year extension options, unless terminated earlier pursuant to the Termination provision, or extended according to the terms of the Term Extension provision.

**5.2.11.3 Execution of Contract**

Failure to execute a contract and provide insurance certificate and required performance bond as provided herein, within fifteen (15) working days, after the offeror has received notice that the contract has been awarded, shall be just cause for the cancellation of the award.

**ARTICLE 6 Insurance Requirements**

**6.1 Requirements**

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

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

**ARTICLE 7 Proposal Pages and Evaluation Criteria**

**7.1 Proposal**

Respondent shall provide their proposal in a properly marked and sealed envelopes. Please submit one (1) original and (1) copy and one (1) electronic format.

**7.2 Evaluation Criteria**

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

The criteria are as follows:

- 1. Cost for Services 30%
- 2. Qualifications of firm and key personnel 20%
- 3. Demonstrated debris removal capabilities for any disaster 20%
- 4. Experience with similar locations and sizes of entity 15%

5. Record of Past Performance/References

15%

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



**ARTICLE 8 EXECUTION AND ACCEPTANCE PAGES**

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

Remainder of this page intentionally blank.



8.1 Proposal Execution By a Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Notary Public Signature Commission Expires: \_\_\_\_\_



8.2 Proposal Execution By a Joint Venture

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

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

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

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

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

JOINT VENTURE NAME: \_\_\_\_\_ (Print or Type)

JOINT VENTURE ADDRESS: \_\_\_\_\_ (Print or Type)

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

SIGNATURE OF Authorized Party: \_\_\_\_\_ (Signature)

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

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

ATTEST: \_\_\_\_\_ (Joint Venture Secretary Signature) (Affix Joint Venture Seal)

OR Joint Venturer Signature: (Signature) \_\_\_\_\_

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

Joint Venturer Signature: (Signature) \_\_\_\_\_

Address: (Print or type) \_\_\_\_\_

Joint Venturer Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public Signature (Seal) Commission Expires: \_\_\_\_\_



8.3 Proposal Execution By a Partnership

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

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

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

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

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

BUSINESS NAME: \_\_\_\_\_ (Print or Type)

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

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

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or type) \_\_\_\_\_

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

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

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

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

Commission Expires: \_\_\_\_\_ (Seal)



8.4 Proposal Execution By a Sole Proprietor

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

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

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

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

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

SIGNATURE OF PROPRIETOR:

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

DOING BUSINESS AS:

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

Business Address

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

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

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

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

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

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

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

(Seal)



**Article 9 FEDERAL CONTRACT REQUIRED CLAUSES**

The following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.

**9.1 Contract Work Hours and Safety Standard Act**

**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.

**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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**Withholding for unpaid wages and liquidated damages-** The (write in the name of the Federal agency or the loan or grant recipient) 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.

**Subcontracts-**The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

**9.2 Clean Air Act and the Federal Water Pollution Act**

Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act (42 U.S.C 7401-7971q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report any violations to FEMA and the Regional Office of the Environmental Protection Agency, (EPA)

**9.3 Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. pt.180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).



The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), 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 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Contractors must maintain an active status on the System for Award Management (SAM) for the duration of this contract.

**9.4 Byrd Anti-Lobbying Amendment**

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (See Exhibit F)

**9.5 Access to Records**

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- 1) The contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) In coordination with the Owner, the contractor agrees to provide any County, State, or Federal Government Representative access to construction or other work sites pertaining to the work being completed under the contract.”

**9.6 DHS Seal, Logo and Flags**

All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”



**9.7 Compliance with Federal Law, Regulations, and Executive Orders**

All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance may be requested by the Owner to fund the contract therefore, the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance may be requested by the Owner. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

**9.8 No Obligation by Federal Government**

The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

**9.9 Program Fraud and False or Fraudulent Statements or Related Acts**

The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Exhibit A - Pricing Proposal

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

City of La Porte #18501 - Debris Removal Services  
as per the specifications and related documents

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

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

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

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



**EXHIBIT A Continued**  
**INTERPRETATION OF ESTIMATED QUANTITIES used in Proposal to RFP #18501**

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

**ADDITIONAL SERVICES PROVIDED AT NO COST:**

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

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

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

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

I, \_\_\_\_\_, acting on behalf of \_\_\_\_\_ (firm) certify that I have Reviewed and fully understand the City of La Porte's Request for Proposal for Debris Removal Services.

I further certify and swear that the information submitted in response to the RFP is true, correct and fully shows all information required to be reported.

By: \_\_\_\_\_

Signature and Title



**Exhibit B Insurance Requirements**

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

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

**General Liability:**

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

**Automobile Liability:**

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

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

**Worker's Compensation:**

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

**A. Definitions:**

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

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

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

**Exhibit C Conflict of Interest Questionnaire**

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

Adopted 06/29/2007



EXHIBIT D
Non-Collusion Affidavit

RFP #18501 Removal and Disposal of Debris
for
City of La Porte, Texas
(this affidavit must be fully executed for the proposal to be considered)

STATE OF TEXAS
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and
says

(Person)

that he is

(Sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_, the party making the foregoing
Proposal;

(Name of Firm)

in such proposal is genuine and not collusive; that said Contractor is not financially interested in, or otherwise
affiliated in a business sway with any other Contractor on the same contract; that said Contractor has not
colluded, conspired, connived,
or agreed directly or indirectly, with any contractor or person, to put in a sham proposal, or that such other
person shall refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or
collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other
Contractor, or to secure any advantage against the Owner, or any other person or persons interested in the
proposed contract; and that all statements contained in said Proposal are true; and further, that such
Contractor has not, directly or indirectly submitted his Proposal, or the contents thereof, or divulged
information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Sworn to and subscribed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public in and for
\_\_\_\_\_ County, Texas

My Commission expires
\_\_\_\_\_, 20 \_\_\_\_\_

(Seal)



**Exhibit E  
References**

References: Include a reference list of at least Five (5) clients to whom the Proposer has provided similar services as prime contractor within the past five years. Two of these projects must involve removal of at least 200,000 cubic yards of debris. The following information is required for each reference. Use additional sheets as needed.

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_



Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

**Exhibit F  
Lobbying Certification**

The undersigned (Contractor) certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any fund other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards 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 representative 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. (as amended by the Lobbying Disclosure Act of 1995) Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Signature of Bidder/Contractor/Subcontractor's Authorized Official

**Exhibit G**  
**Proposer's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (49 CFR Part 29)**

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

Certification-the above information is true and completed to the best of my knowledge and belief.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Exhibit H

House Bill 89 VERIFICATION

I, \_\_\_\_\_ (Person's name), the undersigned representative and authorized agent of \_\_\_\_\_ (Company or Business name)

being an adult over the age of seventeen (17) years, do hereby verify that the company named above, as required under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above named Company, has with City of La Porte, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

**Exhibit I**  
**Certificate of Interested Parties (Form 1295)**

The Texas Legislature adopted House Bill 1295 which states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed (City of La Porte requires such action for any contract \$50,000 or greater) or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

As of January 1, 2016, the Texas Ethics Commission has made available on its website a filing application that **must** be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The City is then responsible for notifying the commission of the receipt of the Filed Form 1295 with the certification of filing in accordance with the law. Additional information regarding the implementation of House Bill 1295 maybe found at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)

**Exhibit J**  
**Performance Bond**

Performance Bond in the amount of five hundred thousand dollars (\$500,000.00) as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the Purchasing Department fifteen (15) days prior to termination date of the existing bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Texas and having resident agent.

Acknowledgement and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of the Agreement by the Contractor. In the event the contractor has multiple contracts with other jurisdictions, this Performance Bond will ensure the City of La Porte dedicated resources for assistance in the event of a disaster. Any surety shall state that either cannot be cancelled or terminate without having first provided the City of La Porte 60 days notice.

**PERFORMANCE BOND**  
***Debris Removal***

STATE OF TEXAS                    }

COUNTY OF HARRIS                }

KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_  
Hereinafter called Principal, and

\_\_\_\_\_  
Hereinafter called Surety, are held and firmly bound unto the City of La Porte, hereinafter called Owner, in the full and just sum of \_\_\_\_\_ Dollars,

(\$\_\_\_\_\_) good and lawful money of the United States of America for the payment of which well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, heir, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, Agreement dated \_\_\_\_\_, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the drawings, and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed there under, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work to be performed there-under.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

NOTE: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.



**Access Report**

Agency City of La Porte (TX)  
Bid Number 18501  
Bid Title Debris Removal

<b>Vendor Name</b>	<b>Accessed First Time</b>	<b>Documents</b>
TFR Enterprises, Inc	2018-03-22 01:28 PM CDT	RFP #18501 Debris Removal
Grand Cayon Minority Contract	2018-04-11 07:26 AM CDT	RFP #18501 Debris Removal
D&J Enterprises, Inc	2018-03-23 09:59 AM CDT	RFP #18501 Debris Removal
Shoreline Foundation, Inc.	2018-03-26 12:33 PM CDT	RFP #18501 Debris Removal
CrowderGulf	2018-03-23 10:04 AM CDT	RFP #18501 Debris Removal
DRC Emergency Services	2018-03-22 01:45 PM CDT	RFP #18501 Debris Removal
JDR Management	2018-03-22 01:00 PM CDT	RFP #18501 Debris Removal
Acme Inc	2018-03-24 07:30 PM CDT	RFP #18501 Debris Removal
Onvia	2018-03-22 01:01 PM CDT	RFP #18501 Debris Removal
BidClerk	2018-03-27 11:01 PM CDT	RFP #18501 Debris Removal
SO	2018-03-22 02:16 PM CDT	RFP #18501 Debris Removal
Bergeron Emergency Services,	2018-03-27 01:34 PM CDT	RFP #18501 Debris Removal
IMS	2018-03-23 10:17 AM CDT	RFP #18501 Debris Removal
Reed Construction Data	2018-04-06 04:43 AM CDT	RFP #18501 Debris Removal
AshBritt, Inc.	2018-03-22 01:10 PM CDT	RFP #18501 Debris Removal
Perkens WS Corporation	2018-03-25 11:12 PM CDT	RFP #18501 Debris Removal
Ceres Environmental Services	2018-03-22 02:35 PM CDT	RFP #18501 Debris Removal
Webtech	2018-04-03 03:13 AM CDT	RFP #18501 Debris Removal
Sevenoutsource	2018-03-23 06:51 AM CDT	RFP #18501 Debris Removal
Dodge Data & Analytics	2018-04-12 11:19 PM CDT	RFP #18501 Debris Removal
Phillips & Jordan, Inc.	2018-03-22 03:19 PM CDT	RFP #18501 Debris Removal
Wayne Enterprises	2018-03-24 10:15 AM CDT	RFP #18501 Debris Removal
Custom Tree Care, Inc.	2018-03-23 10:39 AM CDT	RFP #18501 Debris Removal
K & K Tractor Services LLC	2018-03-22 01:08 PM CDT	RFP #18501 Debris Removal
Sunset Survival & First Aid, Inc.	2018-03-22 02:06 PM CDT	RFP #18501 Debris Removal
North America Procurement Co	2018-03-22 11:27 PM CDT	RFP #18501 Debris Removal
CMS	2018-03-22 11:40 PM CDT	RFP #18501 Debris Removal
D&J Enterprises, Inc.	2018-04-10 07:52 AM CDT	RFP #18501 Debris Removal
EWB Leasing, LLC	2018-04-10 08:48 AM CDT	RFP #18501 Debris Removal
Construction Software Technol	2018-03-28 06:03 PM CDT	RFP #18501 Debris Removal
Tukmol General Contractor	2018-03-27 11:28 PM CDT	RFP #18501 Debris Removal
Advanced Starlight Internationa	2018-03-26 09:03 AM CDT	RFP #18501 Debris Removal

**FINAL EVALUATION WORKSHEET-RFP 18501 DEBRIS REMOVAL**

<b>CRITERIA</b>		<b>Ceres Environmental</b>	<b>Crowder Gulf</b>	<b>Custom Tree Care</b>	<b>D &amp; J Enterprises</b>	<b>DRC Emergency Services</b>	<b>TFR Enterprises</b>
<b>Price</b>	<b>30%</b>	12.9	9.3	15	10.35	10.35	11.75
<b>Qualification of Firm and Key Personnel</b>	<b>20%</b>	8.9	9.2	6.2	6.9	8.6	7.8
<b>Demonstrated monitoring capabilities for any disaster</b>	<b>20%</b>	9.1	9	6.8	8.4	9.2	8.2
<b>Experience with similar locations and sizes of entity</b>	<b>15%</b>	6.75	7.3	5.1	6.45	6.9	6.45
<b>Record of Past Performance/References</b>	<b>15%</b>	6.23	6.05	4.8	6.08	6.6	6
<b>Final Score/Result</b>		<b>43.88</b>	<b>40.85</b>	<b>37.9</b>	<b>38.18</b>	<b>41.65</b>	<b>40.2</b>

**Pricing Proposal to RFP #18501- Debris Removal**

				CERES ENVIRONMENTAL		CROWDERGULF		CUSTOM TREE CARE		D & J ENTERPRISES		DRC EMERGENCY SERVICES		TFR ENTERPRISES	
Item No.	Description	QTY	UOM	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Removal & hauling vegetative debris as per 5.2.1.1	250,000	CY	9.18	\$2,295,000.00	8.80	\$2,200,000.00	6.75	\$1,687,500.00	9.24	\$2,310,000.00	9.45	\$2,362,500.00	8.00	\$2,000,000.00
2	Site management & reduction of vegetative debris by grinding as per 5.2.1.2	250,000	CY	3.38	\$845,000.00	3.95	\$987,500.00	2.95	\$737,500.00	3.45	\$862,500.00	3.95	\$987,500.00	2.15	\$537,500.00
3	Site management & reduction of vegetative debris by burning as per 5.1.2.3	250,000	CY	1.98	\$495,000.00	2.95	\$737,500.00	2.75	\$687,500.00	3.15	\$787,500.00	2.25	\$562,500.00	1.10	\$275,000.00
4	Loading & hauling of vegetative debris reduced by grinding as per 5.2.1.4	60,000	CY	3.98	\$238,800.00	4.50	\$270,000.00	3.50	\$210,000.00	5.75	\$345,000.00	4.95	\$297,000.00	3.01	\$180,600.00
5	Loading & hauling of vegetative debris reduced by burning as per 5.2.1.5	25,000	CY	3.68	\$92,000.00	5.00	\$125,000.00	3.50	\$87,500.00	6.80	\$170,000.00	4.95	\$123,750.00	4.01	\$100,250.00
6	Removal & hauling of C&D Debris as per 5.2.1.8	200,000	CY	9.28	\$1,856,000.00	10.60	\$2,120,000.00	7.50	\$1,500,000.00	9.24	\$1,848,000.00	11.45	\$2,290,000.00	18.75	\$3,750,000.00
7	Removal of hazardous hanging limbs as per 5.2.1.10	5,000	TREES	69.00	\$345,000.00	95.00	\$475,000.00	65.00	\$325,000.00	200.00	\$1,000,000.00	95.00	\$475,000.00	50.00	\$250,000.00
8	removal of hazardous leaning trees, over 6 & up to 12" in diameter as per 5.2.1.11	250	TREES	95.00	\$23,750.00	60.00	\$15,000.00	65.00	\$16,250.00	85.00	\$21,250.00	45.00	\$11,250.00	20.00	\$5,000.00
8.1	Removal of hazardous leaning trees, over 12 & up to 24" in diameter as per 5.2.1.11	100	TREES	155.00	\$15,500.00	180.00	\$18,000.00	130.00	\$13,000.00	110.00	\$11,000.00	90.00	\$9,000.00	100.00	\$10,000.00
8.2	Removal of hazardous leaning trees, over 24 & up to 36" in diameter as per 5.2.2.11	50	TREES	275.00	\$13,750.00	240.00	\$12,000.00	200.00	\$10,000.00	295.00	\$14,750.00	175.00	\$8,750.00	200.00	\$10,000.00
8.3	Removal of hazardous leaning trees, over 36 inches in diameter as per 5.2.2.11	10	TREES	395.00	\$3,950.00	300.00	\$3,000.00	375.00	\$3,750.00	450.00	\$4,500.00	365.00	\$3,650.00	300.00	\$3,000.00
9	Asbestos containing material (ACM) as per 5.2.1.12	10,000	CY	24.75	\$247,500.00	28.00	\$280,000.00	32.50	\$325,000.00	50.00	\$500,000.00	32.65	\$326,500.00	20.00	\$200,000.00
10	White goods as per 5.2.1.13	1,000	EA	49.00	\$49,000.00	78.00	\$78,000.00	35.00	\$35,000.00	125.00	\$125,000.00	67.50	\$67,500.00	40.00	\$40,000.00
11	Electronics waste as per 5.2.1.14	2,000	CY	55.00	\$110,000.00	48.00	\$96,000.00	25.00	\$50,000.00	20.00	\$40,000.00	175.00	\$350,000.00	5.00	\$10,000.00
12	Portland cement concrete as per 5.2.1.15	10,000	CY	12.00	\$120,000.00	18.00	\$180,000.00	12.00	\$120,000.00	40.00	\$400,000.00	14.15	\$141,500.00	18.00	\$180,000.00
13	Household hazardous waste as per 5.2.1.16	1,000	CY	25.00	\$25,000.00	1800.00	\$1,800,000.00	75.00	\$75,000.00	18.00	\$18,000.00	497.50	\$497,500.00	8.01	\$8,010.00
14	Lawnmowers & equipment with small engines as per 5.2.1.17	500	EA	25.00	\$12,500.00	150.00	\$75,000.00	35.00	\$17,500.00	75.00	\$37,500.00	45.00	\$22,500.00	5.02	\$2,510.00
15	Abandoned tires as per 5.2.1.18	1,000	EA	12.00	\$12,000.00	12.00	\$12,000.00	2.00	\$2,000.00	50.00	\$50,000.00	15.00	\$15,000.00	2.01	\$2,010.00
					<b>\$6,799,750.00</b>		<b>\$9,484,000.00</b>		<b>\$5,902,500.00</b>		<b>\$8,545,000.00</b>		<b>\$8,551,400.00</b>		<b>\$7,563,880.00</b>
<b>Cubic Yards removed within 30 days</b>					<b>200,000</b>		<b>30,000</b>		<b>250,000</b>		<b>30,000</b>		<b>500,000</b>		<b>300,000</b>
<b>Cubic Yards removed within 60 days</b>					<b>500,000</b>		<b>60,000</b>		<b>500,000</b>		<b>150,000</b>		<b>5,000,000</b>		<b>600,000</b>
<b>Cubic Yards removed within 90 days</b>					<b>100,000</b>		<b>120,000</b>		<b>750,000</b>		<b>300,000</b>		<b>10,000,000</b>		<b>1,000,000</b>

## Pricing scores

Custom Tree Care	\$5,902,500.00	10	3
Ceres Environmental	\$6,799,750.00	8.6	2.58
TFR Enterprises	\$7,563,880.00	7.8	2.34
D & J Enterprises	\$8,545,000.00	6.9	2.07
DRC Emergency Services	\$8,551,400.00	6.9	2.07
CrowderGulf	\$9,484,000.00	6.2	1.86

## REQUEST FOR CITY COUNCIL AGENDA ITEM

<p><b>Agenda Date Requested:</b> <u>June 11, 2018</u></p> <p><b>Requested By:</b> <u>Kristin Gauthier</u></p> <p><b>Department:</b> <u>OEM/Public Works</u></p> <p><b>Report:</b> <u>X</u>   <b>Resolution:</b> _____   <b>Ordinance:</b> _____</p> <p><b>Exhibits:</b> <u>Sealed RFP #18502 – Debris Monitoring</u></p> <p><b>Exhibits:</b> <u>Public Purchase Access Report</u></p> <p><b>Exhibits:</b> <u>Evaluation Worksheet – RFP #18502</u></p> <p><b>Exhibits:</b> <u>FEMA Fact Sheet – Debris Monitoring</u></p>	<p style="text-align: center;"><b><u>Budget</u></b></p> <p><b>Source of Funds:</b> _____</p> <p><b>Account Number:</b> _____</p> <p><b>Amount Budgeted:</b> _____</p> <p><b>Amount Requested:</b> _____</p> <p><b>Budgeted Item:</b> <u>YES</u>   <u>NO</u></p>
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### **SUMMARY & RECOMMENDATION**

The City currently has an agreement in place for debris monitoring services, which was approved by City Council on June 10, 2013 for a term of five (5) years, with an option to renew every one (1) year. Following a disaster, these services are necessary to monitor debris removal operations and provide comprehensive observation and documentation of work performed from the point of debris collection to final disposal. The current contracts will expire on June 10, 2018.

Following a disaster that impacts La Porte, there will be an immediate need for debris management services. The City has a FEMA-approved Debris Management Plan in place, which recognizes the need for pre-qualified contractors to assist with debris management services following a disaster. In the aftermath of such a disaster, the City will likely seek reimbursement through the FEMA Public Assistance Program. Costs associated with debris management services may be eligible for reimbursement. FEMA permits financial incentives for applicants who have at least one pre-qualified debris contractor.

Monitoring debris removal work involves constant observation of crews to ensure that workers are: performing eligible work in accordance with Public Assistance guidelines, accurately measuring and certifying truck capacities, and properly documenting the amount and types of debris being removed. Monitors are also responsible for verifying compliance with all applicable Federal, State, and local regulations. Failure to properly monitor debris removal operations may jeopardize Public Assistance funding. Therefore, it is in the best interest of the City to have an agreement in place with an independent monitoring contractor prior to a disaster. This RFP will not be utilized unless needed following a disaster that requires debris removal and monitoring throughout the City of La Porte.

Advertised, Sealed Requests for Proposals #18502 – Debris Monitoring Services were opened and read on April 12, 2018. Solicitation requests were advertised in the Bay Area Observer (3/22, 3/29), and posted on Public Purchase and the City of La Porte website with four (4)

vendors responding. One proposal was not considered due to unbalanced pricing. The RFP allows for award to a primary vendor and one backup vendor.

Copies of the returned proposals were sent to the Evaluation Committee for review. The criteria below were used to evaluate the proposals:

- |  |     |
|--|-----|
| 1. Cost for Services                                     | 30% |
| 2. Qualifications of firm and key personnel              | 20% |
| 3. Demonstrated monitoring capabilities for any disaster | 20% |
| 4. Experience with similar locations and sizes of entity | 15% |
| 5. Record of past performances/references                | 15% |

The Committee, two members from OEM and three from Public Works, evaluated the proposals based on these criteria. Per the RFP, the Evaluation Committee determined the best value for the City by considering a combination of many factors, including but not limited to: purchase price; how well the City's needs will be met; past relationship with the City; reputation and/or reliability of respondent; completeness of services offered during the performance of the contract; and/or a combination of many factors included within the specifications. Based on these factors, the Committee identified True North as the top respondent, with Thompson Consulting as a backup contractor. While Tetra Tech provided the best pricing, they were the lowest score overall due to several poor references received from area jurisdictions.

The Evaluation Committee recommends award of RFP #18502 – Debris Monitoring Services as follows:

Primary: True North  
Backup: Thompson Consulting

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**Action Required by Council:**

Consider approval or other action to award RFP #18502 for Debris Monitoring Services based on the recommendation of the staff Evaluation Committee.

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**Approved for City Council Agenda**

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Corby D. Alexander, City Manager

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Date



**Request for Proposal**

**SEALED RFP #18502 - Debris Monitoring Services**

*required for use by City of La Port Office of Emergency Management*

The City of La Porte

*issued by*

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

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

**Proposal Opening Date:** Thursday, April 12, 2018

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

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

Sealed Proposals must be received at the City Hall Information Desk, 604 W. Fairmont Parkway, La Porte, Texas 77571 no later than date and time stated above. The proposals will be opened and the names of the respondents publicly read in Council Chambers immediately after the closing hour for the proposals on said date.

**No late proposals will be considered**

The City of La Porte hereby notifies all respondents that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion or national origin in consideration for an award.

The City reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal or part thereof, which in the opinion of the City Council, is most advantageous to the City. In case of ambiguity or lack of clearness in stating the prices in the proposal, the City reserves the right to consider the most advantageous proposal thereof or to reject the submittal.

**Published:** March 22, 2018  
March 29, 2018



## General Information to Respondents

### From Advertisement to Proposal Submission

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

##### 1.1 The Proposal Documents

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

##### 1.2 Preparing the Proposal

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

##### 1.3 Obtaining the Proposal Documents

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

###### 1.3.1 Downloadable Proposal Documents

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

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

###### 1.3.2 Printable Documents

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

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



#### **1.4 Clarifications and Addenda**

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

##### **1.4.1 Clarifications**

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

##### **1.4.2 Addenda**

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

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

##### **1.4.3 Communications**

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

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

#### **1.5 Pre-proposal conference and site visit**

A pre-proposal conference is not required.

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

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

#### **1.7 Exceptions or Variances**

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

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



declared by the City as conditional.

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

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

**1.8.1 Taxes**

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

**1.9 Completion of the Proposal Documents**

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

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

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

**1.10 Other Required Forms or Documents**

**1.10.1 Proposal Deposit**

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

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

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

**1.11 Trade Names and Substitutions**

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



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

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

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

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

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

**1.12 Authorized Dealer/Distributor**

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

**1.13 Recycled materials**

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

**1.14 Estimated Quantities**

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

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

**1.15 Proposal Modifications**

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



**1.16 Withdrawal of Proposals**

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

**1.17 Cooperative or Interlocal Purchases**

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

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

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

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

**1.18 Submission of Proposals**

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

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

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

**1.18.2 Respondents are responsible for Proposal delivery**

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



## From Proposal Receipt and Evaluation to Award

### 1.19 Opening

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

### 1.20 Effective Term of Proposal

Unless a proposal is expressly rejected by the City, all proposals will remain in effect for sixty (60) days subsequent to proposal opening. Respondent may not withdraw or cancel or modify its Proposal for a period of sixty (60) days after the advertised closing time for the receipt of Proposals. The City reserves the right to withhold and deposit the proposal deposit of any respondent requesting withdrawal, cancellation or modification of its Proposal prior to the sixty (60) day period.

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

### 1.21 Evaluation and Consideration of Proposals

#### 1.21.1 Determination of Responsiveness

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

#### 1.21.2 Determination of Responsibility

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

#### 1.21.3 Must propose all line items

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

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

#### 1.21.4 Mathematical Calculations

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

#### 1.21.5 Unbalanced Proposals

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

#### 1.21.6 Conditional Proposals

Conditional proposals will not be accepted.



**1.21.7 Respondent Debts or Defaults**

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

**1.21.8 Competency of Respondent**

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

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

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

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

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

**1.21.10 Tie Proposals**

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

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

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

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

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



**ARTICLE 2 Incorporation of Exhibits**

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

- Exhibit A - Pricing Proposal**
- Exhibit B - Insurance Requirements**
- Exhibit C - Conflict of Interest Questionnaire**
- Exhibit D - Affidavit of Non-Collusion**
- Exhibit E – References**
- Exhibit F- Anti-Lobbying Form**
- Exhibit G- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
- Exhibit H- House Bill 89 Verification**
- Exhibit I- Form 1295**



## ARTICLE 3 - Standard Terms and Conditions

### 3.1 General Provisions

#### 3.1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

**Independent Contractor:** A person working for an entity under contract and not an employee of the contracting entity. The contracting entity does not pay unemployment, disability, or worker's compensation insurance or withholding taxes



from payments to the person. An independent contractor normally follows the contracting agency's direction on the results of the work but not on the means of accomplishing the work.

**Laws and Regulations; Laws or Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**Specification:** means the Proposal Documents, including but not limited to the detailed specifications consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

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

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

### 3.1.2 Interpretation of the Contract

#### 3.1.2.1 Order of Precedence

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

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

#### 3.1.2.2 Interpretation and Rules

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



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

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

**3.1.2.3 Funding**

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

**3.1.2.4 Severability**

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

**3.1.2.5 Survival of Terms**

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

**3.1.2.6 Silence of Specifications**

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

**3.1.2.6 Entire Contract**

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

**3.1.2.7 Non-Exclusive Contract**

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

**3.1.3 Subcontracting and Assignment**

**3.1.3.1 No assignment of Contract**

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



**3.1.3.2 Subcontracts**

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

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

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

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

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the City. In no case will such consent relieve the

Contractor from its obligations, or change the terms of the Contract. Contractor must notify the City, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the City's discretion.

**3.1.4 Contract Governance**

**3.1.4.1 Governing Law and Jurisdiction**

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

**3.1.4.2 Cooperation by Parties and between Contractors**

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

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



**3.1.4.3 Independent Contractor**

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

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

**3.1.4.4 Authority**

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

**3.1.4.5 Joint and Several Liability**

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

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

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

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

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

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



#### **3.1.4.8 Ethics**

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

City of La Porte Ordinance No. 2013-3489 establishes an ethics and conflict of interest policy applicable to city council members, appointive members to city boards and commissions, and city employees. Any vendor entering into a contract or agreement with the City of La Porte, Texas expressly acknowledges that it has familiarized itself with the provisions of this Ordinance.

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

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

#### **3.1.4.10 Confidentiality**

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must not issue any publicity new releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the City.

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

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

Contractor shall deliver to Owner or Owner's designated representative for approval and acceptance, prior to the Owner's final payment hereunder, all documents and material prepared and/or utilized by contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the Owner, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the Owner's prior written consent, unless otherwise required by lawful court order, after a



hearing at which the Owner is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the Owner's expense shall be and remain the Owner's sole property and may be reproduced at the discretion of the Owner. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.

**3.1.4.12 Indemnity**

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

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

**3.1.4.13 Drug Free Work Place**

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

**3.1.4.14 Successors and Assigns**

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

**3.1.5 Force Majeure**

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



### 3.2 Compensation Provisions

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

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

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

#### 3.2.1 Invoices and Payment

The Owner will only pay for those items deemed Eligible in accordance with City guidance, unless the owner otherwise agrees in writing.

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

##### 3.2.1.1 Payments

The City will make payment for the approved, eligible services performed in accordance with this Agreement within 30 days of submission of invoice. All invoices are subject to review and approval by Owner or Owner's designated representative.

##### 3.2.1.4 Final Billing

Contractor shall include the words "final invoice" on Contractor's final billing to the Owner. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the Owner and that all such charges are for eligible services. Since this account will thereupon be closed, any and all further charges not originally included in this invoice submitted and marked as "final invoice" shall be deemed waived by Contractor.

#### 3.2.2 Records, Access and Audits

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

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



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

**3.3 Compliance with all laws**

**3.3.1 General**

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

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

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

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

**3.3.2.1 Proof of Noncompliance**

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

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

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

**3.3.2.1 Costs Associated with Noncompliance**

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



### 3.4 Contract Disputes

#### 3.4.1 Dispute Resolution

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

##### 3.4.1.1 Resolution Process

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

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

##### 3.4.1.2 Conference between senior representatives

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

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

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

##### 3.4.1.3 Mediation

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

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



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

**3.1.4.4 Limitation on Consolidation of Joinder**

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

**3.1.4.5 Claims and timely assertion of claims**

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

**3.1.4.6 Judgment on final award**

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

**3.1.4.7 Non-Jury Trial**

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

**3.5 Events of Default and Termination**

Contractor may terminate this Contract upon thirty (30) days written notice to the Owner, provided, however that during such thirty (30) days (or until earlier release by the Owner), Contractor shall continue to diligently perform all duties hereunder. The owner may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. If this Contract is terminated by the Owner with written notice to contractor, the Contractor shall be paid for the eligible work performed to the time of termination. The termination of this Contract by the Owner for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the Owner shall be liable only for goods or services then delivered by Contractor and accepted by the Owner. Such termination shall be effective as of the date and time designated by the Owner.

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

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



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

**3.5.1 Cure or Default**

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

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

Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State. In the event of a default by Contractor, the Owner shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of Texas.

**3.6 General Requirements of Respondent**

**3.6.1 Proposal**

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

**3.6.2 Personnel and Equipment**

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

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

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



**3.6.2.1 Non Discrimination**

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

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

**3.6.2.2 Contractor Personnel assigned to this contract**

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

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

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

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

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

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

**3.6.2.3 Supervision**

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

**3.6.3 Payment Adjustments**

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

## **ARTICLE 4 Special Conditions**

### **4.1 Respondent's Minimum Qualifications**

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

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

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



**4.2 Time is of the Essence:**

- A. Contractor understands that time is of the essence in the performance of this Contract and that suitable equipment, personnel and other necessary resources must be available to commence work in accordance with these specifications.
- B. Contractor agrees to provide necessary insurance certificates and to commence the performance of services under this Contract no later than seventy-two (72) hours after execution hereof.
- C. Contractor agrees to work diligently to complete this Contract by the earliest possible date; however, in no event shall the time period for completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless Owner initiates additions or deletions to the Contract by written change orders, or in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.
- D. Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.
- E. Contractor shall provide progress reports to the Owner and/ on a weekly basis or more frequently as requested by the Owner.

**4.3 Working Conditions**

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

**4.4 Modifications of Work**

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

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

**4.5 Inspection and Defects**

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

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



**4.6 Quality**

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

**4.7 Contract Administrator**

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

**4.8 Proposal and Submittal Requirements**

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

**4.8.1 Management Summary**

Provide a cover letter indicating the underlying philosophy of the firm in providing the service. Proposers shall also provide a comprehensive organizational chart. The cover letter and organizational chart shall be limited to one (1) page each and must be signed by an Officer of the Company.

**Corporate Experience and Capacity**

State the size of firm's staff, the location of office from which this service is to be performed and the number and nature of the staff to be employed in the performance of this service on a full-time basis and the availability, number and nature of staff to be so employed on an as needed, or staff-leveled basis to satisfy the contract.

**4.8.2 Statement of Qualifications**

A company profile including the complete legal name of the company, number of years in business, history, and business address;

A detailed description of experience with service requested, including the number of years and specific areas of knowledge and experience;

Primary contact(s) experience and background (resumes of key staff that may be employed by the agreement), and/or experience and background of all principals of the firm, particularly experience with the Houston metropolitan area, including contact information (office and cell phone numbers, e-mail address);

Provide results, in measurable terms, which demonstrate the success of past contracts. Provide information indicative of experience in other projects of similar complexity

Capacity to perform services in a timely manner is critical and may be impacted by other obligations of the Contractor. Provide a listing of all pre-positioned or pre-event contracts, debris monitoring or otherwise, by which Contractor is currently bound and/or is considering. Please indicate those that are within a 50 mile radius of La Porte, Texas; and

Certify that Proposer, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or Texas law.



4.8.3 References

Include a reference list of at least Five (5) clients to whom the Proposer has provided similar services as prime contractor within the past five years. The following information is required for each reference.

Name of Client: \_\_\_\_\_
Address: \_\_\_\_\_
Contact Person: \_\_\_\_\_
Title: \_\_\_\_\_
Telephone Number: \_\_\_\_\_
Email Address: \_\_\_\_\_
Date(s) of Service: \_\_\_\_\_
Brief Description of Service(s): \_\_\_\_\_
Quantity of debris monitored: \_\_\_\_\_
Name of Debris Removal Contractor \_\_\_\_\_

4.9.4. Fee Schedule

Each proposer must complete and submit the Cost Proposal Form/Fee Schedule attached in Appendix A: Proposal Form. Cost will be evaluated using the hourly rates submitted for the labor positions listed. The hourly labor rates shall include all applicable overhead, profit, overtime, and all normal expenses including lodging, meals, transportation and per diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. Proposer may also include additional optional positions and services.

ARTICLE 5 Scope of Services and Detailed Specifications

5.1 General

The City of La Porte, Texas (the "Owner") is seeking proposals from qualified proposers for monitoring and overseeing debris removal contractors and services. Proposers shall specifically demonstrate their experience and ability to supervise, monitor, and document in accordance with all applicable Federal, State and/or local regulations or any other governing agency guidelines for the collection, transportation, temporary staging, and final disposal of debris generated by a disaster. Contractor shall provide the expertise, personnel, supervision, facility, tools, materials, equipment, transportation and any other items necessary to ensure compliance with Federal, State and local regulations.

The ability of the Contractor to monitor debris removal for any disaster-related event shall be the main consideration for award. Cleanup, demolition and removal will be limited to:

- 1. That which will eliminate any immediate threats to life, public health and safety;
2. That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
3. That which is considered essential to ensure economic recovery of the community to the benefit of the community at large

Proposer must demonstrate knowledge of the Federal Emergency Management Agency (FEMA) Public Assistance Debris Management Guide for coastal community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
• Private property vegetative hazard removal monitoring
• Private property demolition coordination and monitoring
• Public property debris clearance and removal



Other services that may be required of the contractor include damage assessments, training, emergency planning, infrastructure restoration, inter-agency coordination and the ability to effectively communicate with all levels of local, state or federal agencies.

Contractor shall be prepared to respond to the City's notice to proceed within 72 hours with a sufficient number of qualified personnel to satisfy the immediate demands of the disaster-generated event and the on-going staffing demands (leveled) for the project duration.

**5.1.1 Background**

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

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

**5.1.2 Intent**

The City of La Porte is seeking competitive proposals from qualified proposers for debris monitoring services should a disaster generated event such as a hurricane, storm, tornado or other events occur. At a minimum, the services will include overseeing and managing of all debris removal determined necessary to eliminate any immediate threat to life, public health or safety; to eliminate immediate threats of significant damage to improved public or private property; and those properties considered essential to ensure economic recovery of the affected community to the benefit of the community at large. The successful respondent shall be capable of providing other disaster related monitoring services such as industrial spill cleanup and restoration and/or any other related services following a disaster generated event up to and including the monitoring of overall disaster recovery efforts. Other related services may include monitoring the cleaning and restoration of shores, rivers and canals, removal and staging of abandoned motor vehicles and marine vessels, and hazardous waste and contaminated debris removal and disposal, more fully described later within this RFP.

The City is interested in establishing contracts with a primary and one additionally qualified firm as a secondary source of monitoring services. The successful respondent(s) will enter into a pre-event agreement with the City to provide said monitoring services at no immediate cost to the City. There will be no retainer paid in order to keep the contract in effect. Contract shall be based on "as-needed" services in the event of a disaster-generated event. The potential contract awarded as a result of this procurement will be a "requirements" contract, with no quantities guaranteed. The City will negotiate an agreement with the respondent(s) whose proposal is the most advantageous to the City considering the relative importance of the evaluation factors included in the RFP. The City currently has multiple existing stand-by contracts in place for emergency disaster-generated events including the debris removal.

**5.1.3 Definitions/Abbreviations**

Please refer to the FEMA Debris Management Guide (FEMA 325) for any definitions not specifically listed, and as such glossary is amended.

- City of La Porte – hereinafter shall be referred to as City or Owner. Any direction given by the City will be coordinated by the Emergency Management Coordinator or authorized designee and for the purposes of this proposal will be stated as "by the City".
- Debris – includes all forms of disaster-generated and/or deposited debris such as, but not limited to vegetative, demolition, construction, household goods, hazardous and industrial waste materials, and vessels or vehicles irrespective of its form or value



- Debris removal – shall be determined as removal of disaster generated debris, as described above, necessary to eliminate immediate threats to life, public health and safety; that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community to the benefit of the community at large.
- Emergency Operations Center – hereinafter referred to as the EOC
- Federal Department of Transportation – hereinafter referred to as the FDOT
- Federal Emergency Management Agency – hereinafter referred to as FEMA
- Federal Highway Administration – hereinafter referred to as FHWA
- Hazard Waste includes the following and is described as any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed such as:
  - Household hazardous waste (HHW)
  - Hazardous or toxic waste (HTW)
  - Industrial waste (IW)
- Household appliances – hereinafter referred to as white goods which shall include household and industrial appliances such as refrigerators, stoves, dishwashers, etc.
- Notice to Proceed – hereinafter referred to as NTP
- Right of Entry – hereinafter referred to as ROE
- Right-of-way – hereinafter referred to as ROW
- Temporary Debris Storage and Reduction Site – hereinafter referred to as TDSRS
- Texas Department of Transportation – hereinafter referred to as TXDOT
- U.S. Department of Transportation Manual or Uniform Traffic Control Devices – hereinafter referred to as MUTCD.

## 5.2 Specifications

### 5.2.1 General

Monitoring services providers shall oversee and ensure proper inspection and proper documentation of the cost effective and efficient clearance, removal and lawful disposal of debris from all public streets, roads and other right-of-ways, including any other locally-owned facility or site as may be directed by the City in accordance with Federal requirements and best practices of the industry. The cleaning and restoration of shores, motor vehicle removal, collection, storage and disposal of boats severely damaged by the disaster event, and abandoned in or on the marinas and beaches of the jurisdiction will also be monitored by the Contractor. The ability to document the identification, separation, collection, transportation and disposal of disaster-generated debris determined to be hazardous and/or contaminated; thereby requiring that it be separately managed from other debris shall also be monitored.

Contract services will only be performed when an approved Notice to Proceed issued by the City of La Porte.

### 5.2.2 Minimum Requirements

Successful respondent, upon award, shall be responsible for the development of a comprehensive scope of services to be provided, but, at a minimum shall be required to satisfactorily perform the requirements of these specifications including the following:

#### 5.2.2.1 Facilities

Provide at Contractor's expense temporary office(s) and sanitary facilities for personnel engaged during the project.

#### 5.2.2.2 Protective Equipment

Provide at Contractor's expense personal protective equipment to all employees including, but not limited to, eye protection, hearing protection, safety shoes, safety reflective vests, hard hats, wet and cold weather clothing in accordance with all Federal, state and local requirements.

Personnel engaged in monitoring activities shall wear a plainly marked D.O.T. Class II reflective traffic vest identifying those personnel as employees of the contractor. All employees must display company identification.

#### **5.2.2.3 Signage**

Provide at Contractor's expense signage for any vehicle engaged in monitoring activities. Signs shall be visible on the rear and both sides of each vehicle.

#### **5.2.2.4 Documentation of Field Work**

Coordinate with Owner to determine best methods of documentation of field work. Develop a multi-part ticket for field loads that contains, at a minimum, date, time, truck and driver identification information, and specifics relating to the content and location of the debris being loaded. This field ticket is to be delivered to the temporary debris storage and reduction site (TDSRs) or to the disposal site with the load for rating.

Document trees that contain hanging limbs and trees which need to be removed

Assess and monitor wet debris removal, including drainage and navigable waterways within the City limits.

Utilize maps to document the debris removal progress. The final pass along each roadway shall be mapped for the Owner's information and documentation.

Contractor shall assist the Owner in public communication and relay any citizen complaints for action by the contractor or Owner.

### **5.2.3 Personnel**

At the discretion of the City, Contractor may be required to replace any employee assigned to the project immediately upon request. Contractor must demonstrate the ability and flexibility to adjust headcount up or down in a timely fashion as requested by the City or as necessary dependent on the severity of the disaster-generated event or progress of the work while maintaining an acceptable level of skills of the workforce.

#### **5.2.3.1 Safety**

Contractor must demonstrate the ability and flexibility to adjust headcount up or down in a timely fashion as requested by the City or as necessary dependent on the severity of the disaster-generated event or progress of the work while maintaining an acceptable level of skills of the workforce. Personnel must be trained in safety and disaster specific information. Requires Owner involvement so that everyone has the same understanding of the disaster specific guidance for debris removal. Training records must be made immediately available to Owner upon request.

#### **5.2.3.2 Background Checks**

Conduct criminal background checks on each employee providing field supervision at Contractor's expense. This information shall be made immediately available to Owner upon request.

Conduct a driver's license check to determine that all personnel operating a motor vehicle on the streets and highways in the City has a current, valid U.S. driver's license. A license check report shall be made immediately available to Owner upon request.

#### **5.2.3.3 Training**

Provide personnel trained in the skills required to monitor each loading crew and assume responsibility for making the determination as to whether each load is related to the disaster and record the street address on each load ticket.



**5.2.3.4 Field Monitors**

Provide trained personnel to act as monitors at TDSRS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Inspect trucks to ensure they are empty as they leave the site(s). Review truck certification worksheets to ensure they have not been modified to affect their documented capacity (e.g., shortened or removed sideboards) Provide similar systems to be used to verify, track and document hauling of reduced debris from TDSRS sites through final disposal, if applicable. Provide trained personnel to perform as roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility determinations, are properly documenting the loads and are working effectively with the debris removal contractor(s) Provide a trained team of individuals to inspect and certify vehicles for hauling disaster-related debris in accordance with Federal, State and local guidelines. Provide certification sheet with measurements, photos and calculations documenting truck capacities for load rating and ticket auditing purposes Provide summary books to be kept at each TDSRS or disposal site for quality control purposes

**5.2.3.5 Availability**

Debris monitoring personnel shall be made available to work at all times that work requiring monitoring occurs, as per the applicable governing law(s). Hauling of the eligible debris to the TDSRS will be allowed only during visible daylight hours between dawn and dusk. Contractor(s) may work during these hours 7 days per week, including holidays. It is to be understood between the parties debris reduction at the TDSRS may take place twenty-four hours per day, seven days per week if those Contractor(s) deem it necessary and safe, subject to City approval.

**5.2.3.6 Staffing Levels**

Staffing levels must be maintained so as not to interfere with other Contractors or with the requirements of the City. It is expected that staffing will be maintained at appropriate levels throughout the project so as to complete the required project activities (including invoice reconciliation and documentation) within 30 days following completion of debris hauling, removal and final disposal.

**5.2.3.7 Inspection Tower**

In the absence of a contract hauler, provide at contractor's expense a roofed inspections tower sufficient for a minimum of three (3) inspectors to inspect all incoming and exiting loads.

**5.2.4 Data Management**

Establish a data management team to reconcile load ticket information daily. An electronic ticketing system with daily hauling reports submitted in an Excel format shall be used. . Data will be provided to Owner and/or to debris removal contractors. Field information including GPS coordinates or addresses for work in progress and debris removal progress must be organized and managed. Periodic comprehensive reporting to include status of debris clearance, reconciled tickets and invoices shall be provided to Owner upon request. Staff must have the ability to work effectively with the debris removal contractor(s) to reconcile invoices and to help process invoices for recommendation to the Owner.

**5.2.5 Monitoring**

Perform pre-validation assessments under direction of the Owner for as much debris/tree trimming as is possible prior to actual removal efforts taking place.



**5.2.5.1 Emergency Road Clearance**

Monitoring emergency road clearance to include removal of debris from the primary transportation routes as directed by the City.

**5.2.5.2 Public Property**

Monitoring and supervising debris removal from public property to include right-of-ways as necessary to abate imminent and/or significant threats to the public health and safety of the community.

**5.2.5.3 TDSRS**

The City will provide a prepared TDSRS. Contractor is responsible to equip, maintain and staff the prepared site(s). Maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling including provision of stone for any roads that require stabilization for ingress and egress or using fill dirt in ruts created by equipment. The facility shall include a roofed inspection tower sufficient for a minimum of 3 inspectors to inspect all incoming and exiting loads. Owner is responsible for obtaining all permits.

**5.2.5.4 Processing**

Monitoring the processing of debris in accordance with all local, State and Federal laws, standards and regulations. Processing includes, but is not limited to, reduction by tub grinding and/or incineration, when approved by the City. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, and hazardous waste. All white goods shall be disposed of in accordance with applicable Federal, State and local laws.

**5.2.5.5 Hazardous Waste**

Monitoring generated hazardous waste abatement as identified by the City in accordance with all applicable Federal, State and local laws, standards and regulations.

**5.2.5.6 Inspections**

Coordinate and monitor inspections by the City of debris so as to ensure compliance with the contract and applicable laws. Contractor will, at all times, provide the City access to all work sites and disposal areas.

Contractor and the City will have in place the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the site(s)

**5.2.5.7 City Liaison**

Act as liaison on City's behalf with debris removal contractor(s) to coordinate meetings, help expedite work, and identify/resolve problems or issues that may arise during the project

**5.2.5.8 Stumps**

Monitor removal of all stumps determined by the City to be hazardous to public access. Stumps shall be inspected and categorized by size at their point of origin. Ensure holes created by the removal of hazardous stumps and other areas are filled so they do not pose a hazard to public safety and access as determined by the City.



**5.2.6 Response Time**

Response to the recovery process must be immediate, rapid and efficient with acceptable proven cost control methods, accountability procedures, document control procedures, written reports and submittals processes in place to ensure an adequate record and accounting of all activities performed.

**5.2.7 Other Services**

Provide other services not specifically identified in this RFP that may be needed to provide a complete debris management project or those functions required for materials management, removal and disposal resulting from events other than disastrous events.

**5.2.8 Additional Requirements**

**5.2.8.1 Contract Term**

The initial Term for this Non-exclusive Contract will be for one (1) year from date of execution (last date set forth on the signature page) with four (4) possible one-year extension options, unless terminated earlier pursuant to the Termination provision, or extended according to the terms of the Term Extension provision.

**5.2.8.2 Execution of Contract**

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

**ARTICLE 6 Insurance Requirements**

**6.1 Requirements**

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

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

**ARTICLE 7 Proposal Pages and Evaluation Criteria**

**7.1 Proposal**

Respondent shall provide their proposal in a properly marked and sealed envelopes. Please submit one (1) original and (1) copy and one (1) electronic format.

**7.2 Evaluation Criteria**

The following evaluation criteria shall apply for this solicitation: These criteria shall be used to determine the successful Contractor. Contractor demonstrating the best value to the City of La Porte in accordance with Local Government Code 252.043. In determining the best value we may consider a combination of many factors included within the specifications



including, but not limited to, how well the City's needs are met; purchase price; past relationship with the City; reputation or reliability of respondent; completeness of services offered during the performance of the contract or a combination of many factors included within the specifications. The evaluation of proposals and selection of a provider shall be at the sole discretion of the City.

The criteria are as follows:

- |  |     |
|--|-----|
| 1. Cost for Services                                     | 30% |
| 2. Qualifications of firm and key personnel              | 20% |
| 3. Demonstrated monitoring capabilities for any disaster | 20% |
| 4. Experience with similar locations and sizes of entity | 15% |
| 5. Record of Past Performance/References                 | 15% |

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



**ARTICLE 8 EXECUTION AND ACCEPTANCE PAGES**

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

Remainder of this page intentionally blank.



8.1 Proposal Execution By a Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Notary Public Signature Commission Expires: \_\_\_\_\_



8.2 Proposal Execution By a Joint Venture

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

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

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

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

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

JOINT VENTURE NAME: \_\_\_\_\_ (Print or Type)

JOINT VENTURE ADDRESS: \_\_\_\_\_ (Print or Type)

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

SIGNATURE OF Authorized Party: \_\_\_\_\_ (Signature)

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

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

ATTEST: \_\_\_\_\_ (Joint Venture Secretary Signature) (Affix Joint Venture Seal)

OR Joint Venturer Signature: (Signature) \_\_\_\_\_

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

Joint Venturer Signature: (Signature) \_\_\_\_\_

Address: (Print or type) \_\_\_\_\_

Joint Venturer Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public Signature Commission Expires: \_\_\_\_\_



8.3 Proposal Execution By a Partnership

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

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

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

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

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

BUSINESS NAME: \_\_\_\_\_ (Print or Type)

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

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

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or type) \_\_\_\_\_

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

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

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

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

Commission Expires: \_\_\_\_\_ (Seal)



8.4 Proposal Execution By a Sole Proprietor

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

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

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

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

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

SIGNATURE OF PROPRIETOR:

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

DOING BUSINESS AS:

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

Business Address

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

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

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

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

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

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

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

(Seal)



**Article 9 FEDERAL CONTRACT REQUIRED CLAUSES**

The following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.

**9.1 Contract Work Hours and Safety Standard Act**

**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.

**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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**Withholding for unpaid wages and liquidated damages-** The (write in the name of the Federal agency or the loan or grant recipient) 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.

**Subcontracts-**The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

**9.2 Clean Air Act and the Federal Water Pollution Act**

Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act (42 U.S.C 7401-7971q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report any violations to FEMA and the Regional Office of the Environmental Protection Agency, (EPA)

**9.3 Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. pt.180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).



The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), 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 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Contractors must maintain an active status on the System for Award Management (SAM) for the duration of this contract.

**9.4 Byrd Anti-Lobbying Amendment**

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (See Exhibit F)

**9.5 Access to Records**

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- 1) The contractor agrees to provide the Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) In coordination with the Owner, the contractor agrees to provide County, State or a Federal Government Representative access to construction or other work sites pertaining to the work being completed under the contract.”

**9.6 DHS Seal, Logo and Flags**

All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”



**9.7 Compliance with Federal Law, Regulations, and Executive Orders**

All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance may be requested by the Owner, along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance may be requested by the Owner. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

**9.8 No Obligation by Federal Government**

The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

**9.9 Program Fraud and False or Fraudulent Statements or Related Acts**

The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”



Exhibit A - Pricing Proposal
RFP 18502 Debris Monitoring Services

Please provide an estimated total cost for a debris volume of 200,000 cubic yards
Quantity of Debris to be removed is an estimate to be used for price evaluation only.

Pricing shall be submitted in a format such that all invoices may be easily tied back to your pricing sheet.

Table with 2 columns: Position, Hourly Rate. Rows include Project Manager, Operations Manager, Data Manager, GIS Analyst, Field Supervisor, Debris Site/Tower Monitor, Collection Monitor, Data Entry Clerk/Clerical, Billing/Invoice Analyst.

I, \_\_\_\_\_, acting on behalf of \_\_\_\_\_ (firm) certify that I have reviewed and fully understand the City of La Porte's Request for Proposal for Debris Monitoring Services.

I further certify and swear that the information submitted in response to the RFP is true, correct and fully shows all information required to be reported.

By: \_\_\_\_\_
Signature

\_\_\_\_\_
Title



**Exhibit B Insurance Requirements**

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

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

**General Liability:**

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

**Automobile Liability:**

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

**Excess Liability:**

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

**Worker's Compensation:**

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

**A. Definitions:**

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

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

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





EXHIBIT D

Non-Collusion Affidavit

RFP #18502 Debris Monitoring  
for

City of La Porte, Texas

(this affidavit must be fully executed for the proposal to be considered)

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says

(Person)

that he is \_\_\_\_\_

(Sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_, the party making the foregoing Proposal;

(Name of Firm)

in such proposal is genuine and not collusive; that said Contractor is not financially interested in, or otherwise affiliated in a business sway with any other Contractor on the same contract; that said Contractor has not colluded, conspired, connived, or agreed directly or indirectly, with any contractor or person, to put in a sham proposal, or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Contractor, or to secure any advantage against the Owner, or any other person or persons interested in the proposed contract; and that all statements contained in said Proposal are true; and further, that such Contractor has not, directly or indirectly submitted his Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public in and for

\_\_\_\_\_ County, Texas

My Commission expires

\_\_\_\_\_, 20 \_\_\_\_\_

(Seal)



**Exhibit E  
References**

References: Include a reference list of at least Five (5) clients to whom the Proposer has provided similar services as prime contractor within the past five years. Two of these projects must involve removal of at least 200,000 cubic yards of debris. The following information is required for each reference. Use additional sheets as needed.

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Quantity of Debris Monitored: \_\_\_\_\_  
Name of Debris Removal Contractor \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Quantity of Debris Monitored \_\_\_\_\_  
Name of Debris Removal Contractor \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Quantity of Debris Monitored \_\_\_\_\_  
Name of Debris Removal Contractor: \_\_\_\_\_



Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Quantity of Debris Monitored: \_\_\_\_\_  
Name of Debris Removal Contractor \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Cubic Yards Recovered: \_\_\_\_\_  
Cubic Yards Reduced: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

Name of Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Brief Description of Service(s): \_\_\_\_\_  
Quantity of Debris Monitored: \_\_\_\_\_  
Name of Debris Removal Contractor: \_\_\_\_\_

**Exhibit F  
Lobbying Certification**

The undersigned (Contractor) certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any fund other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards 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 representative 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. (as amended by the Lobbying Disclosure Act of 1995) Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Signature of Bidder/Contractor/Subcontractor's Authorized Official

**Exhibit G**

**Proposer's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (49 CFR Part 29)**

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

Certification-the above information is true and completed to the best of my knowledge and belief.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Exhibit H

House Bill 89 VERIFICATION

I, \_\_\_\_\_ (Person's name), the undersigned representative and authorized agent of \_\_\_\_\_ (Company or Business name) \_\_\_\_\_

\_\_\_\_\_ being an adult over the age of seventeen (17) years, do hereby verify that the company named above, as required under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above named Company, has with City of La Porte, Texas.

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

**Exhibit I**  
**Certificate of Interested Parties (Form 1295)**

The Texas Legislature adopted House Bill 1295 which states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed (City of La Porte requires such action for any contract \$50,000 or greater) or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

As of January 1, 2016, the Texas Ethics Commission has made available on its website a filing application that **must** be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The City is then responsible for notifying the commission of the receipt of the Filed Form 1295 with the certification of filing in accordance with the law. Additional information regarding the implementation of House Bill 1295 maybe found at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Access Report

Agency

City of La Porte (TX)

Bid Number

18502

Bid Title

Debris Monitoring Services

<b>Vendor Name</b>	<b>Accessed First Time</b>	<b>Documents</b>
DebrisTech LLC	2018-03-28 07:28 AM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
JDR Management	2018-03-22 03:07 PM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
Thompson Consulting Services	2018-03-23 05:07 PM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
True North Emergency Manage	2018-03-23 01:12 PM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
JMAC GROUP LLC	2018-03-27 04:32 PM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
Onvia	2018-03-22 06:01 PM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
Disaster Program & Operations	2018-03-28 04:19 PM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
IMS	2018-03-22 04:29 PM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
Tetra Tech, Inc.	2018-03-27 12:26 PM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
Perkens WS Corporation	2018-03-25 11:11 PM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
Witt O'Brien's LLC	2018-03-23 09:14 AM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
North America Procurement Co	2018-03-22 11:27 PM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
L&L Supplies	2018-03-23 07:32 AM CDT	RFP #18502 Debris Monitoring Services Final.pdf□
Advanced Starlight Internationa	2018-03-26 09:02 AM CDT	RFP #18502 Debris Monitoring Services Final.pdf□

**FINAL EVALUATION WORKSHEET-RFP 18502 DEBRIS MONITORING SERVICES**

<b>CRITERIA</b>		<b>Tetra Tech</b>	<b>True North Emergency Management</b>	<b>Thompson Consulting</b>
<b>Cost for services</b>	<b>30%</b>	15	14	13.5
<b>Qualifications of firm and key personnel</b>	<b>20%</b>	8.4	9.6	8.6
<b>Demonstrated monitoring capabilities for any disaster</b>	<b>20%</b>	8.4	9.8	8.8
<b>Experience with similar locations and sizes of entity</b>	<b>15%</b>	6.3	7.2	6.45
<b>Record of Past Performance/References</b>	<b>15%</b>	3.15	7.35	6.3
<b>Final Score/Result</b>		<b>41.25</b>	<b>47.95</b>	<b>43.65</b>

RFP 18502 PRICING SHEET

		Thompson Consulting		Tetra Tech		True North	
Personnel	Hours	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
Project Manager	636.57	\$85.00	\$54,108.45	\$75.00	\$47,742.75	\$77.00	\$49,015.89
Tower Monitor	690	\$34.00	\$23,460.00	\$35.00	\$24,150.00	\$35.00	\$24,150.00
Operations Manager	144.5	\$75.00	\$10,837.50	\$64.00	\$9,248.00	\$77.00	\$11,126.50
Data Manager	105.5	\$70.00	\$7,385.00	\$55.00	\$5,802.50	\$57.00	\$6,013.50
Clerical	187	\$22.00	\$4,114.00	\$22.00	\$4,114.00	\$28.00	\$5,236.00
Collection Monitor	1,207.50	\$36.00	\$43,470.00	\$35.00	\$42,262.50	\$35.00	\$42,262.50
Field Supervisor	52.5	\$59.00	\$3,097.50	\$45.00	\$2,362.50	\$57.00	\$2,992.50
<b>Total</b>		<b>\$146,472.45</b>		<b>\$135,682.25</b>		<b>\$140,796.89</b>	

Hours used were based on debris monitoring invoices from Harvey

Scores

Tetra Tech	10 x 30%	3
True North	9.6 x 30%	2.8
Thompson	9.2 x 30%	2.7

## DEBRIS MONITORING

The specific responsibilities and duties of individual debris monitors in the field are the same for both force account and contracted debris monitoring operations. They are:

- Report issues to their direct supervisor which require action (such as safety concerns, contractor non-compliance and equipment use)
- Accurately measure and certify truck capacities (recertify on a regular basis)
- Properly and accurately complete and physically control load tickets (in tower and field)
- Ensure that trucks are accurately credited for their load
- Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed— not compacted)
- Validate hazardous trees, including hangers, leaners, and stumps
- Ensure that hazardous wastes are not mixed in loads
- Ensure that all debris is removed from trucks at Debris Management Sites (DMS)
- Report if improper equipment is mobilized and used
- Report if contractor personnel safety standards are not followed
- Report if general public safety standards are not followed
- Report if completion schedules are not on target
- Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible)
- Assure that force account labor and/or debris contractor work is within the assigned scope of work
- Monitor site development and restoration of DMSs
- Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes)
- Record the types of equipment used (Time & Materials contract)
- Record the hours equipment was used, include downtime of each piece of equipment by day (Time & Materials contract)

Applicants may request FEMA/State assistance with debris monitoring or monitor training.

*Only FEMA has the authority to make eligibility decisions; contractors cannot make eligibility determinations. Information on eligibility can be found in the Public Assistance Debris Management Guide FEMA 325, the Public Assistance Policy Digest FEMA 321, the Public Assistance Applicant Handbook FEMA 323, and the Public Assistance Guide FEMA 322.*

Unlike other categories of work eligible for Public Assistance grants, initial debris removal project worksheets typically do not have a defined scope of work, since precise quantities of debris are difficult to attain. Therefore, unit price contracts which pay by debris volume or weight removed are typically implemented. Unit price contracts require extensive monitoring to determine accurate quantities of eligible debris removed and disposed. As load tickets are compiled and accurate quantities are determined through monitoring, the scope of work for the project worksheet, or version, is established.

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 11, 2018</u>
Requested By: <u>Michael G. Dolby, CPA</u>
Department: <u>Finance</u>
Report: <u>    </u> Resolution: <u>    </u> Ordinance: <u>    </u>

Exhibits: \_\_\_\_\_

Exhibits: \_\_\_\_\_

Exhibits: \_\_\_\_\_

<u>Appropriation</u>	
Source of Funds:	_____
Account Number:	_____
Amount Budgeted:	_____
Amount Requested:	_____
Budgeted Item:	YES      NO

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### SUMMARY & RECOMMENDATION

The City of La Porte is required by GASB to implement GASB 75 for the fiscal year ending September 30, 2018. GASB 75 requires full disclosure of the liability on the balance sheet. The liability represents what the city owes for post-employment health insurance benefits for employees and retirees. Mehdi Riazzi with the actuarial firm of Gabriel, Roeder and Smith will make a presentation of how this liability was calculated and the amount of the liability.

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#### Action Required by Council:

No action required

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#### Approved for City Council Agenda

\_\_\_\_\_  
Corby Alexander, City Manager

\_\_\_\_\_  
Date

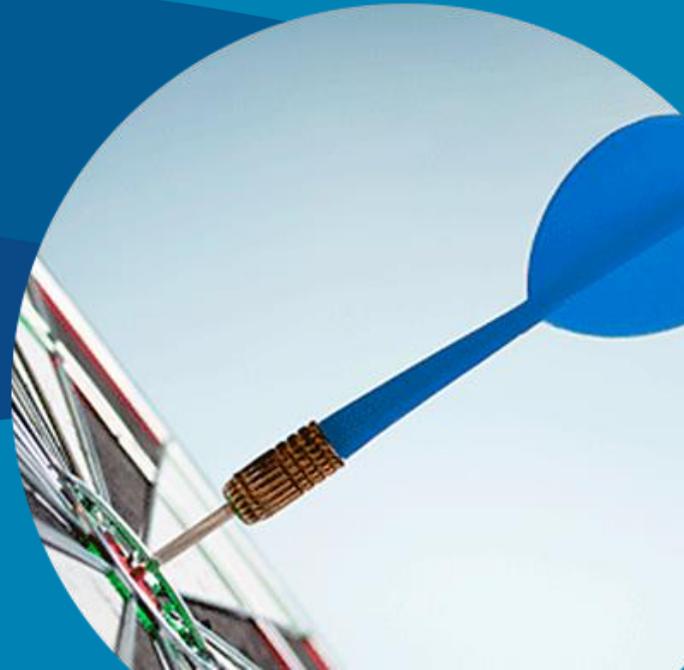


# La Porte, TX

June 11, 2018

December 31, 2016 GASB 45 Retiree Medical  
(OPEB) Valuation Results

Mehdi Riazi, FSA, EA, MAAA



# What is the Point?

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- OPEB valuation satisfies an accounting requirement
  - There is no requirement to prefund an irrevocable trust
- Bond rating agencies wanted more information about long-term retiree medical costs
  - Among our 113 Texas clients, the ARC per active employee for the City of La Porte is at the 90<sup>th</sup> percentile
  - The OPEB liability is one of many criteria used to evaluate an employer's credit
- Draw attention to the growing costs of retiree medical benefits
  - Baby boomers are retiring
  - Medical inflation keeps outpacing general inflation
  - Unfunded legacy costs can weigh on a budget

# Key Retiree Medical Provisions

- Retiree must have 20 consecutive years of service at the City and satisfy the rule of 80 (age plus service at least 80) in order to be eligible for subsidy
- City's portion of the retiree's premium varies based on service. For example, City pays 40% for retirees with 20 years of service and 85% for retirees with 29 years of service.
  - Subsidy schedules varied in the past; was 100% City contribution after 20 years
  - Premiums for Non-Medicare (pre-65) spouses don't vary based on service
  - A spouse that is eligible for Medicare receives the same subsidy % as retiree
- 2017 monthly retiree premiums

Health Plan	Retiree Premium	Spouse Premium
PPO 500	\$906	\$116
HF 1000	\$651	\$108
HF 1500	\$631	\$90
ESA (Medicare Plan)	\$269	\$269

# Annual Cash Costs

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## Historical Pay-Go costs:

Fiscal Year Ending	Net Employer Benefits
2010	\$538,884
2011	\$721,830
2012	\$650,741
2013	\$906,463
2014	\$880,236
2015	\$842,765
2016	\$1,004,150
2017	\$1,195,382

From 2010 to 2017, annual cash costs have grown by an average of 12% per year.

## Projected Pay-Go costs for the next 5 years:

2018	\$1,234,000
2019	\$1,326,000
2020	\$1,458,000
2021	\$1,561,000
2022	\$1,703,000

Annual benefit costs are expected to grow by 6% per year over the next 10 years.

# Why is the Liability so High?

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- Example #1 - Non-Medicare retiree with 25 years of service would receive a 65% premium contribution from the City
  - Retiree would pay \$317/mo. for retiree only coverage on the PPO 500 plan and \$433/mo. for retiree plus spouse coverage
- GASB defines the OPEB liability in terms of the underlying claims
  - The City's OPEB liability is based on the difference between the underlying retiree claims costs and the premiums retirees pay
  - A non-Medicare retiree is expected to generate claims and fees that are on average approximately \$1,300 per month
  - Using example #1 above, the City's benefit for a non-Medicare retiree is roughly \$1,000/mo. for retiree only coverage and approximately \$2,200/mo. for retiree plus spouse coverage
- Example #2 - Medicare retiree with 25 years of service would receive a 65% premium contribution from the City
  - Retiree pays \$129/mo. for retiree only coverage and \$258/mo. for retiree plus spouse coverage
  - City pays \$140/mo. for retiree only coverage and \$280/mo. for retiree plus spouse coverage

# Why is the Liability so High?

As of 12/31/2016, the average accrued liability for the 79 retirees was \$172,000 per retiree.

Example on the right is for a 60-year old retiree with single person coverage, who receives a 65% contribution from the City (25 years of service). Example assumes 5% medical trend in each future year.

Sum of pre-65 benefits:           \$65,200  
Sum of post-65 benefits:       \$95,660  
 Sum of all future benefits:     \$160,860

Costs would be roughly twice as much if retiree had a spouse covered

Age	Annual Claims Cost	Annual Retiree Premium	City's Cost
60	\$15,600	\$3,800	<b>\$11,800</b>
61	16,380	3,990	<b>12,390</b>
62	17,200	4,190	<b>13,010</b>
63	18,060	4,400	<b>13,660</b>
64	18,960	4,620	<b>14,340</b>
65	4,120	1,440	<b>2,680</b>
66	4,330	1,510	<b>2,820</b>
67	4,540	1,590	<b>2,950</b>
68	4,770	1,670	<b>3,100</b>
69	5,010	1,750	<b>3,260</b>
70	5,260	1,840	<b>3,420</b>
71	5,520	1,930	<b>3,590</b>
72	5,800	2,030	<b>3,770</b>
73	6,090	2,130	<b>3,960</b>
74	6,390	2,240	<b>4,150</b>
75	6,710	2,350	<b>4,360</b>
76	7,050	2,470	<b>4,580</b>
77	7,400	2,590	<b>4,810</b>
78	7,770	2,720	<b>5,050</b>
79	8,160	2,850	<b>5,310</b>
80	8,560	3,000	<b>5,560</b>
81	8,990	3,150	<b>5,840</b>
82	9,440	3,300	<b>6,140</b>
83	9,910	3,470	<b>6,440</b>
84	10,410	3,640	<b>6,770</b>
85	10,930	3,830	<b>7,100</b>

# Summary

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- City's benefit is for long-service employees
  - Of the 372 active employees in the 12/31/2016 valuation, 95 are expected to one day participate in the retiree medical plan (approximately 26%)
  - Valuation incorporates probabilities of termination prior to retirement
  - 79 retirees receiving a medical benefit as of 12/31/2016; average accrued liability for the current retirees is approximately \$170,000 per retiree.
- Premiums for retirees that satisfy the eligibility requirements are affordable, which results in high participation for eligible retirees
- Generous premiums for spouses
  - Pre-65 benefit for a retiree's spouse is typically larger than the retiree's benefit
  - Post-65 benefit for a retiree's spouse is the same as the retiree's
- Life-time benefit for retiree and spouse
  - Medicare supplement premiums are lower, but retirees are expected to live 20 to 25 years after the age of 65
  - 46% of the accrued liability is attributable to the Medicare benefits
- Future costs are expected to grow due to health care trend and additional retirements

# Key Actuarial Measurements

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	12/31/2016 Valuation	12/31/2014 Valuation
Annual Required Contribution (ARC)	\$2,873,000	\$2,378,000
Active Accrued Liability	\$27,372,000	\$18,436,000
<u>Retiree Accrued Liability</u>	<u>\$13,590,000</u>	<u>\$12,451,000</u>
Total Accrued Liability	\$40,962,000	\$30,887,000

Note: ARC is an accounting term. There is no funding requirement.

67% of the 12/31/2016 actuarial accrued liability is attributable to the active employees

# Liability Change

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- Actuarial accrued liability increased from \$30.9 million to \$41.0 million
  - \$3.2 million increase was expected
    - Interest cost and added accruals for employees
  - \$5.4 million increase due to change in actuarial cost method to comply with upcoming GASB standard
    - One-time change
    - Slower future liability growth
  - \$1.5 million increase due to assumption changes and plan experience
    - Lower discount rate (from 4.50% to 4.00%) and updated health care trend assumptions

# Upcoming Accounting Change

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- GASB 75 will become effective in FYE18
  - Balance sheet recognition of the entire unfunded liability (similar to TMRS)
    - Balance sheet liability for OPEB as of 9/30/2017 was \$15.7 million
    - Unfunded liability as of 12/31/2016 was \$41.0 million
    - Unfunded liability is projected to be larger in FYE18 due to passage of time and lower discount rates (3.31% vs. 4.00%)
    - Transition to GASB 75 is projected to have a balance sheet impact of approximately \$30 - \$35 million
  - GASB 75 discount rates are based on prevailing 20-year municipal bond rates
    - Dependence on market rates will add volatility



**Council Agenda Item  
June 11, 2018**

**7 (b) Receive report of the Drainage and Flooding Committee Meeting – Councilmember  
Jay Martin**

\*\*\*\*\*

## REQUEST FOR CITY COUNCIL AGENDA ITEM

<b>Agenda Date Requested:</b> <u>June 11, 2018</u>
<b>Requested By:</b> <u>Ian Clowes, Richard Mancilla</u>
<b>Department:</b> <u>Planning and Development</u>
<b>Report:</b> <u> X </u> <b>Resolution:</b> <u> </u> <b>Ordinance:</b> <u> X </u>

<b><u>Appropriations</u></b>	
<b>Source of Funds:</b>	<u>N/A</u>
<b>Account Number:</b>	<u>N/A</u>
<b>Amount Budgeted:</b>	<u>N/A</u>
<b>Amount Requested:</b>	<u>N/A</u>
<b>Budgeted Item:</b>	<u>N/A</u>

**Exhibits:**       **Adoption Ordinance**  
                      **Comprehensive Plan Update Draft**  
                      **P&Z Recommendation Letter**

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### **SUMMARY & RECOMMENDATION**

#### **SUMMARY& RECOMMENDATION**

The current City of La Porte Comprehensive Plan serves as the officially adopted guide for City policy decisions relating to the physical growth and development of La Porte through 2030, including discussion of opportunities and challenges, vision, goals, actions, policies, and strategies.

The budget for fiscal year 2017 included funding for a minor update to the City's Comprehensive Plan 2030. The City contracted Kendig Keast Collaborative, who performed the 2012 update, to take on this task. The consultant, in collaboration with city staff, decided to focus the minor update on the implementation section of the current comprehensive plan. Staff looked at the 16 priorities previously compiled and updated the status. Finally, based on current trends and developments from the past 5 years, staff suggested a reorganization of the priority list.

The Planning and Zoning Commission held a workshop on March 22<sup>nd</sup>. At the workshop, the commission suggested some changes to the proposed new ranking of priorities. These suggestions have been incorporated into the final draft.

A public open house occurred on March 27<sup>th</sup>. Staff was present to introduce the proposed changes to the City Council and any interested citizens wishing to attend.

The Planning and Zoning Commission, at the May 17, 2018, regular meeting, held a public hearing to receive citizen input on the Final Draft Plan of the five year update to the Comprehensive Plan 2030. At that meeting, the commission voted 8-0 to recommend approval of the proposed update, with the condition that the priority, outlining the desire for a Unified Development Code, be added to the proposed update.

At this time, staff is seeking a formal ordinance approval from Council to adopt the update to the City's Comprehensive Plan 2030.

**Action Required by Council:**

1. Conduct public hearing.
2. Consider approval or other action on a recommendation by the Planning and Zoning Commission to approve an Ordinance to adopt the La Porte Comprehensive Plan Update.

**Approved for City Council Agenda**

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

\_\_\_\_\_  
Date

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

**AN ORDINANCE ADOPTING AN UPDATE TO THE COMPREHENSIVE PLAN OF THE CITY OF LA PORTE, UPON RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF LA PORTE, TEXAS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF;**

WHEREAS, Section 211.004 of the Texas Local Government Code provides that Zoning regulations must be adopted in accordance with a Comprehensive Plan;

WHEREAS, Section 213.003 of the Texas Local Government Code provides that the governing body of the municipality may amend a Comprehensive Plan by ordinance, after public hearing and review by the municipality's planning commission or department; and,

WHEREAS, Section 213.003 of the Texas Local Government Code also provides that a municipality may establish, in its charter or by ordinance, procedures for adopting and amending a Comprehensive Plan; and

WHEREAS, Chapter 106, "Zoning", Section 106-3, and Section 106-65 of the Code of Ordinances of the City of La Porte, delegates to the Planning and Zoning Commission the duty to review and make recommendations relevant to modifications of the Comprehensive Plan and Zoning Ordinance; and

WHEREAS, the City of La Porte has a Comprehensive Plan which was adopted by the City Council of the City of La Porte in 1986, and last amended on the 12<sup>th</sup> day of December, 2012, not including routine amendments to the Future Land Use Map component of the Comprehensive Plan; and

WHEREAS, pursuant to mandate of Chapter 106, "Zoning" of the Code of Ordinances of the City of La Porte, the Planning and Zoning Commission of the City of La Porte has reviewed

all elements of the Comprehensive Plan, and furthermore commissioned a review of said plan by a Consultant, duly approved by the City Council of the City of La Porte, to consider possible amendments thereto; and

WHEREAS, at the La Porte Planning and Zoning Commission meeting which occurred on May 17, 2018, the La Pore Planning and Zoning Commission heard a Final Draft Comprehensive Plan Update for the purpose of considering all the components of, and proposed amendments to, the Comprehensive Plan; and considered the report on update of the Comprehensive Plan;

WHEREAS, after due consideration of the comments made by the various departments together with the recommendations of the City of La Porte Planning Department staff presented at the said May 17, 2018, Planning and Zoning Commission meeting, the Planning and Zoning Commission has recommended to the City Council of the City of La Porte an update to the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY

THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS THAT:

Section 1 That an update to the Comprehensive Plan of the City of La Porte, and which is incorporated to this ordinance by reference herein and attached hereto as Exhibit A, be and is hereby authorized, approved, and adopted by the City Council of the City of La Porte, after duly noticed public hearing held at its June 11, 2018 meeting, pursuant to the recommendations of the Planning and Zoning Commission of the City of La Porte.

Section 2 The City Secretary of the City of La Porte or her designated representative will be required to make the Comprehensive Plan update available to the public and duly mark and note the adopted amendments on the Comprehensive Plan of the City of La Porte.

Section 3 The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council

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

Section 4 If any section or part of any section or paragraph of this ordinance is declared invalid, or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

This Ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED this the 11<sup>th</sup> day of JUNE, 2018.

CITY OF LA PORTE, TEXAS

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

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Clark Askins, Assistant City Attorney

*City of*  
**LA PORTE**  
*Texas*

**2018 Comprehensive Plan  
Five -Year Update**

Adopted 06.11.2018



## Acknowledgments

### Mayor and Council

- Louis R. Rigby, Mayor
- John P. Zemanek, At-Large A
- Dottie Kaminski, At-Large B
- Danny Earp, Council Person, District 1
- Chuck Engelken, Council Person, District 2
- Daryl Leonard, Council Person, District 3
- Kristin Martin, Council Person, District 4
- Jay Martin, Council Person, District 5
- Nancy Ojeda, Council Person, District 6

### Planning and Zoning Commission

- Hal Lawler, Chairman
- Wyatt Smith, At-Large A
- Nick Barrera, At-Large B
- Trey Kendrick, District 1
- Richard Warren, District 2
- Helen LaCour, District 3
- Mark Follis, District 4
- Lou Ann Martin, District 5
- Christina Tschappat, District 6

### City Staff

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- Jason Weeks, Assistant City Manager
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- Ian Clowes, City Planner
- Don Pennell, Director of Public Works
- Kenith Adcox, Police Chief
- Rosalyn Epting, Director of Parks and Recreation
- Kristin Gauthier, Emergency Management
- Abrin Brooks, GIS Manager
- Lorenzo Wingate, City Engineer

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- Gary Mitchell, AICP, President
- Luis Nunez, Project Manager
- Meredith Dang, AICP, Senior Associate
- Janis Burall AICP, Senior Associate
- Hanna James, Graphic Designer





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## Executive Summary

The 2018 Comprehensive Plan Update and Progress Report is a 5-year update to the City of La Porte's 2012 Comprehensive Plan. This update provides guidance on moving forward with high priority action items identified in the 2012 plan, confirms new planning and study efforts and capital improvements completed since 2012, and through the Progress Report, provides an implementation status summary as well as a new prioritization of the 2012 implementation actions.

The 2018 Update and Progress Report were a City of La Porte Department led effort. City Department heads met in December 2017 to evaluate and prioritize the 2012 Plan's high priority implementation actions and provide feedback on the status of current and completed actions, projects, plans, and initiatives. The Plan Update process provided an opportunity for all departments to meet together to discuss the importance of the Comprehensive Plan for the City of La Porte and to weigh-in on future priorities. As this interim Plan Update did not revise the 2012 Comprehensive Plan's text, data, or other underlying items, the planning process did not include a full-scale public engagement effort.



Photo: December 2017 City Department Head Meeting

A major Plan amendment, such as occurred in 2012, should be undertaken with the aim of an adopted updated Comprehensive Plan in 2022, ten years after the last major update. Such an update should include extensive public engagement to ensure the updated vision, goals, and priorities reflect the desires of the community.

The results of the Comprehensive Plan Progress Report show that significant progress has been made by the City of La Porte toward implementation of the 2012 Plan's high priority action items, with 12 of the 16 items either completed or in progress. Of those items that have not yet been started the most common reason was staff vacancies in key positions. The Progress Report results include a re-prioritization of the high priority action items, based on Department Head input as well as Planning and Zoning Commission and a Public Open House held in March 2018.



Highest Priority Actions	2018 Rank
Infrastructure Improvements	1 (tie)
Drainage Improvements	1 (tie)
Neighborhood Improvement Program	2 (tie)
Strategic Downtown Improvements	2 (tie)
Public Safety Improvements	3
Business Retention and Expansion Program	4 (tie)
Business Incubator	4 (tie)
Safe Sidewalks Program	5
Strategic Corridors Program	6
Park and Trail System Improvements	7
Increasing Sustainability	8
Coordinated Tourism Strategy	9
Market Retail Analysis	10
Streamline Permitting	11

The La Porte 2030 Comprehensive Plan is a 20-year master plan intended to serve as an official public document, adopted by the City Council, to guide policy decisions relating to the physical and economic development of the community. In general, the plan indicates how the community desires to develop and redevelop over the course of the next twenty years. The original version of the comprehensive plan was adopted in 1984 after extensive community involvement. Since that time, City Council and staff have been implementing that plan as intended. Even good planning, however, needs to be updated. To ensure the plan continued to represent the future of the community envisioned in 2001, the plan recommended updates at a minimum of five-year intervals. In 2005, City staff evaluated the plan to update the goals and objectives, reflect progress and accomplishments, identify goals that required attention or deletion, and to recommend any additional goals that were needed to better achieve the 2001 community vision. In 2012, 10 years into the implementation of the plan, City Council approved a second revision to the plan. The 2012 revision is more comprehensive in nature and includes an updated community vision to ensure that the City is still moving towards a future that represents the desires, needs, and aspirations of the community.



## 2018 5-Year Comprehensive Plan Update

This update to the 2012 Comprehensive Plan is an opportunity to revisit the 2012 Plan and provide guidance on moving forward with high priority action items identified in the Plan. This update seeks to:

- confirm any new or revised goals, initiatives, policies, and strategic project priorities;
- confirm any planning or study efforts completed since the 2012 Plan,
- provide the status of initiatives since the 2012 Plan, with emphasis on those projects that still need to be completed
- identify completed projects and items accomplished, summarizing plan implementation progress and success.

This update is not intended to be a full revision of the plan and as such does not include revisions to the data and inputs of the 2012 plan. The update is intended to be an opportunity to bring the 2012 Comprehensive Plan back to the forefront for City Departments and staff, making them aware of the Plan, its contents, and its progress.

The five-year period from 2012-2017 did bring changes and significant happenings to the City of La Porte. The following pages present milestones, accomplishments, and highlight data for the five years **(2012-2017)** that have passed since the 2012 Comprehensive Plan.





**CELEBRATING**  
*125 Years!*

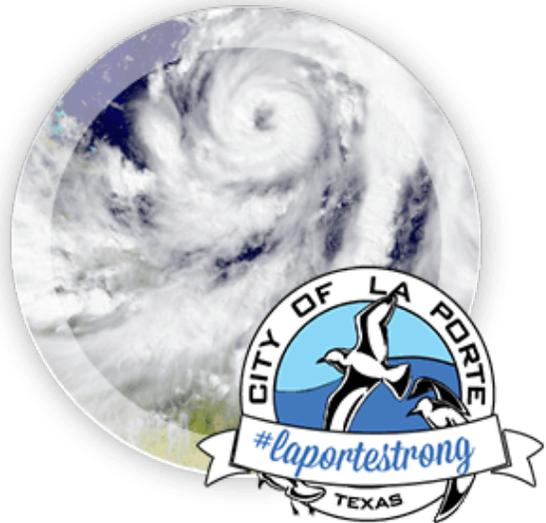
**125**

Birthday the City of La Porte celebrated in 2017 highlighting the rich history and heritage of the La Porte community. The 125th anniversary celebration events included a parade, a concert series featuring Clay Walker, a kid's rodeo, a gala, and more. The events garnered local and regional media coverage for the City.

**471**

Number of homes estimated damaged by Hurricane Harvey in La Porte in August 2017. The resilience of the La Porte community shone through during the aftermath of Harvey.

#LaPorteStrong.

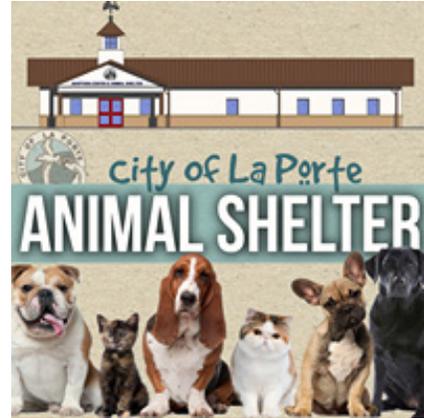


**AFTER THE STORM**  
*community resources*



**32**

Number of dog runs at the new City of La Porte Animal shelter opened in 2014.



**2**

Number of new Splash Pads opened since 2012 (Northside and Fairmont Spray Parks).





**\$10,091,771**

Fiscal Year 2017 budget increase over the previous year, representing a 12% increase. A large portion of that increase is related to capital improvements.

**10**

City wide geocaches hidden at the newest La Porte street festival that debuted in October 2017 ‘The Search for Lafitte’s Gold’.



**50%**

Percent of the trail system envisioned in the City's Bicycle-Pedestrian Trail Mater Plan completed, including major east-west connector along Fairmont Parkway.



**12**

Number of top finalists in the 2016 'Tank of the Year' Awards that the La Porte Water Tower on Fairmont Parkway was honored in. The \$875,000 project depicts La Porte's 'Life. By the Bay.'

(Photo: Courtesy Of Themec Company, Inc.)

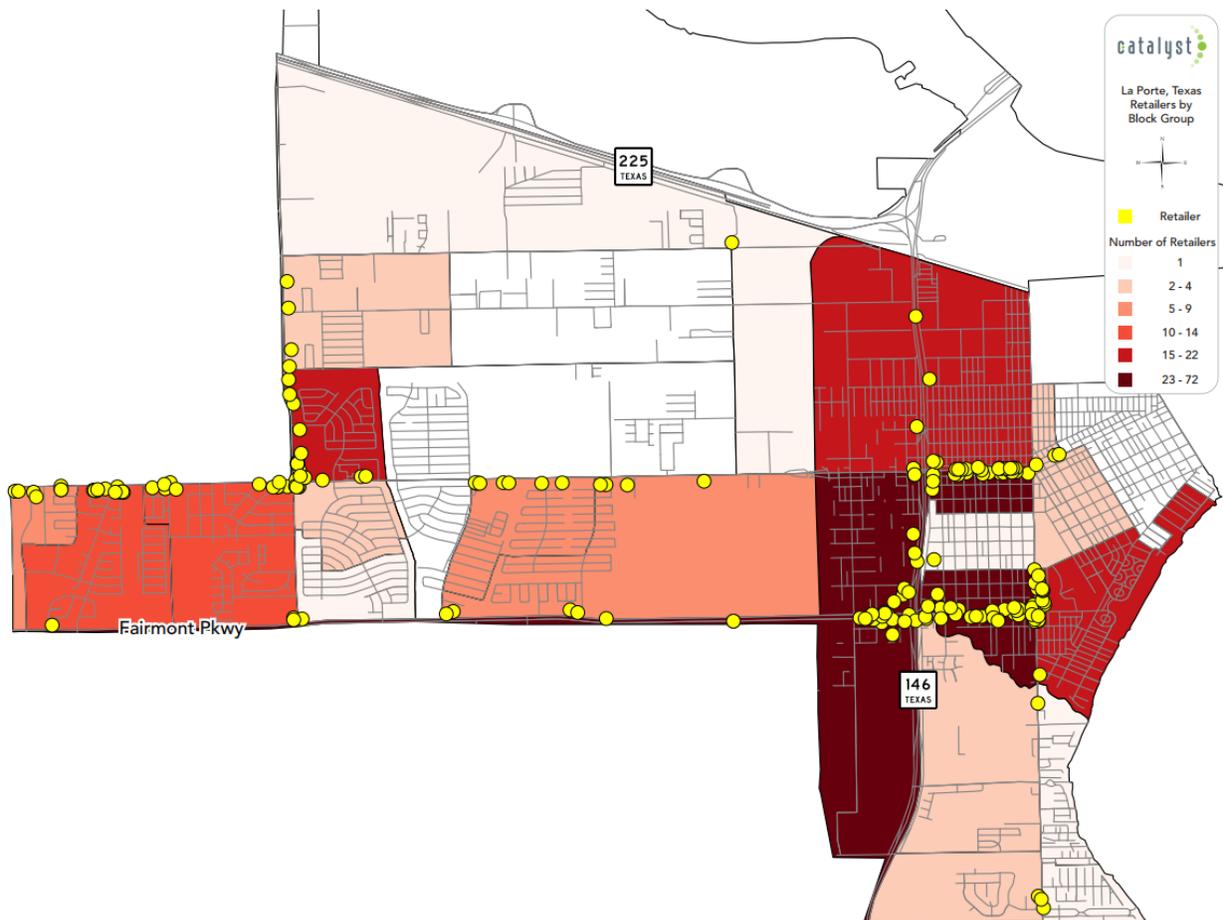


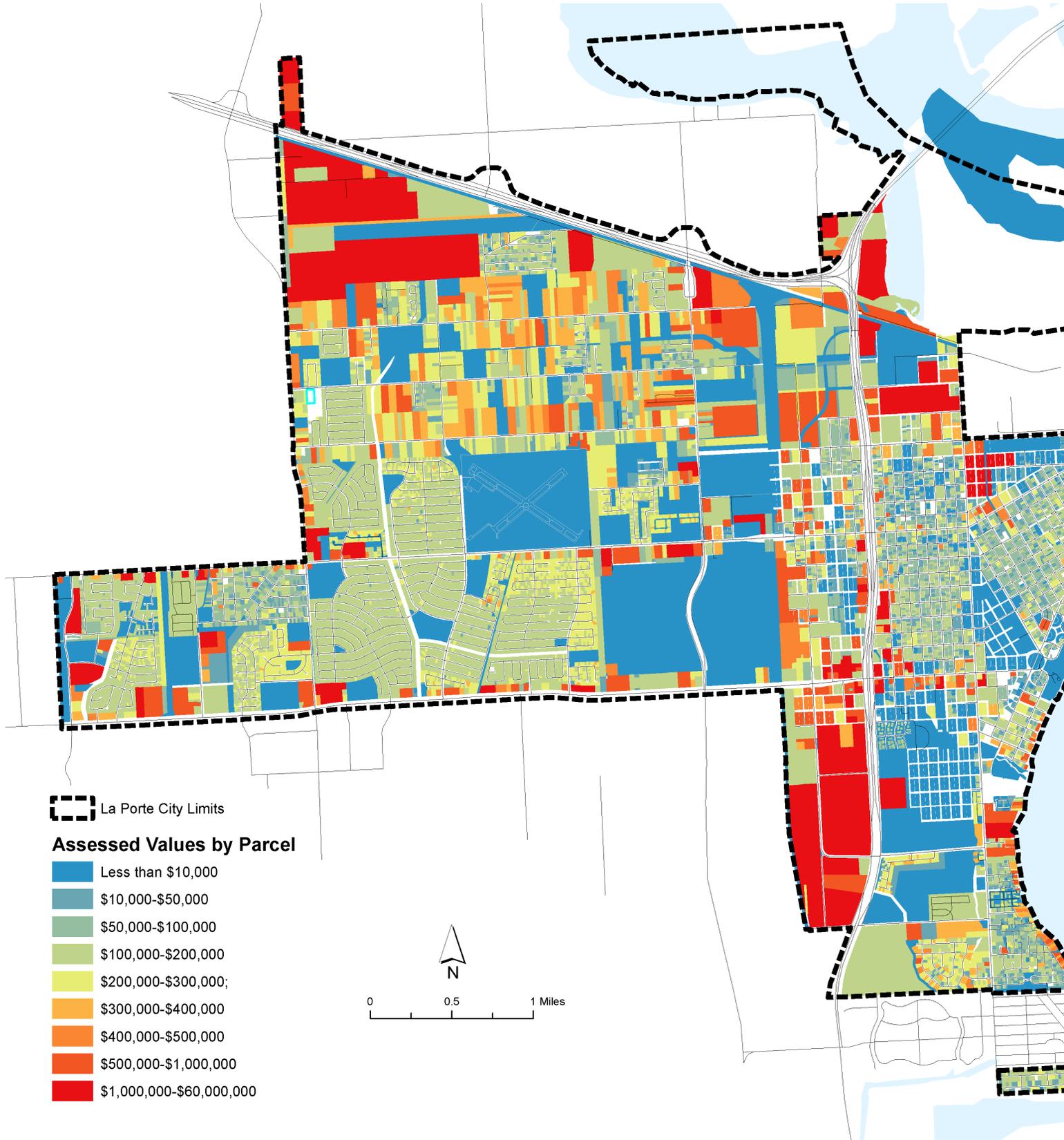
**490,387**

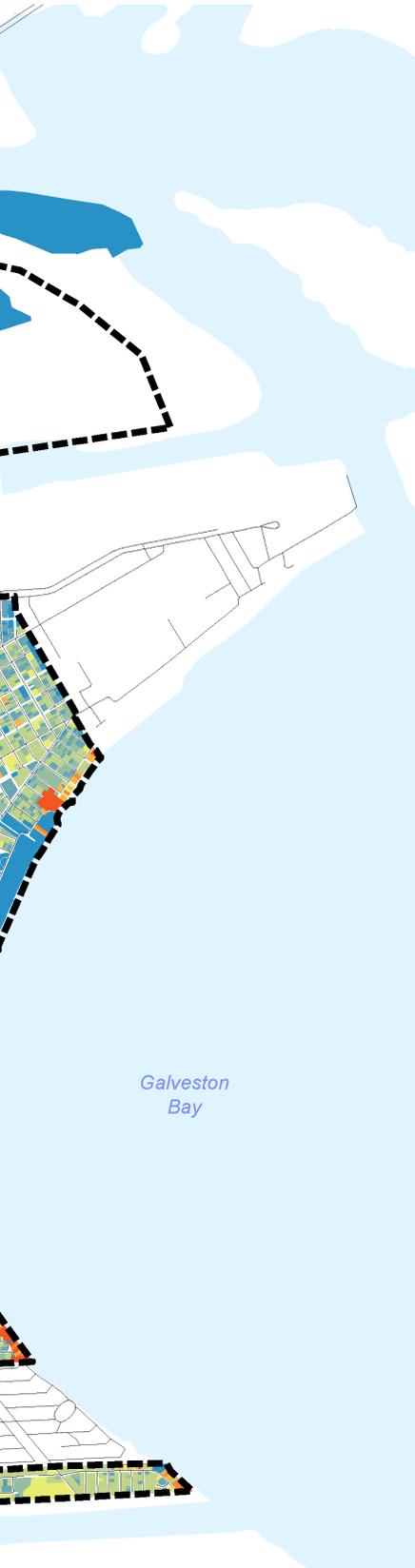
Square feet of estimated retail demand documented in the 2013 Retail Analysis and Merchandising Plan.

**130**

Number of new commercial permits issued from 2013-2017, representing a valuation of over \$183.5 million. During the same time period 309 residential permits were issued, representing a valuation of over \$55.5 million.







## 2018 Assessed Property Values

The map shows the assessed property values of parcels within the City of La Porte, current as of January 2018.

As can be seen on the map, there is a wide range of property values within the city, ranging from less than \$10,000 up to \$60,000,000.

The City tracks these values as they change over time and this information can be used to inform planning and economic development efforts.



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

The following action items were identified as high priorities for the City of La Porte in the 2012 Comprehensive Plan Update. As part of the 2018 5-year Comprehensive Plan Progress Report, City Departments met in December 2017 to evaluate progress towards achieving these high priority actions. The rankings were also evaluated by the Planning and Zoning Commission and through a Public Open House held in March 2018.

Highest Priority Actions	2012 Rank	2018 Rank	Overall Status
Streamlined Permitting Process	1	11	Complete
Public Safety Improvements	2	3	In progress
Neighborhood Improvement Program	3	2 (tie)	In progress
Business Retention and Expansion Program	4	4 (tie)	In progress
Park and Trail System Improvements	5	7	In progress
Market Retail Analysis	6	10	Complete
Infrastructure Improvements	7	1 (tie)	In progress
Unified Development Code/Modification of Regulatory Provisions	8	Remove	Not started
Downtown Master Plan	9	2 (tie)	Not started
Drainage Improvements	10	1 (tie)	In progress
Coordinated Tourism Strategy	11	9	Not started
Business Parks	12	Remove	Complete
Business Incubator	13	4 (tie)	Not started
Safe Sidewalks Program	14	5	In progress
Increasing Sustainability	15	8	In progress
Strategic Corridors Program	16	6	In progress

For each high priority action departments answered the following:

- o Has this action been achieved (or portions of this action)?
- o If yes, which components?
- o If no, what do you see as the main reasons why? (may include but not limited to: funding, lack of authority, political or public will, lack of time, don't know how to achieve)
- o Do you see this action being achieved in the next 5 years? If no, why not (may include but not limited to: no longer a priority, no funding, lack of political or public will) If yes, what is the timing for completion?

The results of this exercise are summarized in the charts beginning on page 20.



As part of the plan update, City Departments also identified plans that have been completed by the City of La Porte since 2012, or that are ongoing. The following plans/studies were identified:

- La Porte Municipal Airport Business Plan, completed 2017
- HazMat Commodity Flow Study and RMP
- Hazard Mitigation Plan
- Park and Recreation Master Plan (to begin in 2018)
- Design Guidelines for GC, NC, and BI Districts (2014)
- Northside Neighborhood Plan (2012 Update)
- West Lomax Area Sanitary Sewer Feasibility Study
- Citywide Street Condition Assessment
- Pine Bluff Drainage PER
- Coupland Drive Drainage Assessment
- N. 6th Street Drainage Assessment
- Update 2009 Water Master Plan (to begin in 2018)
- Airport Drainage Assessment
- F 101 Drainage Assessment

## **Initiatives – Capital Project Priorities Identified by City Departments:**

- Expansion of fitness center
- Renovation of wave pool (2018)
- Renovation of Northwest Pool (2018)
- Sidewalks
- West Lomax Area – Sanitary Sewer Replacement and Lift Station Elimination - Design
- Annual Contracts – Asphalt Street Repairs – Concrete Street Repairs - Construction
- Pine Bluff - Street, Drainage and Utilities – Design and Construction
- Coupland Drive Drainage- Design and Construction
- Somerton Pavement and Waterline Replacement
- Hillridge Pump Station Construction



## Evaluating Existing Studies for Impacts and Overlap to Comprehensive Plan

As plans and studies are completed by City Departments in the City of La Porte, such as those identified in December 2017 in the list above, they should be evaluated for any potential impacts to items in the Comprehensive Plan. As an example, the La Porte Municipal Airport Business Plan, completed in 2017, has the following relationship to Comprehensive Plan elements:

- o Recommends future master plans or airport land use compatibility studies.
- o Identifies area for improvement that overlap with comprehensive plan actions/priorities, including:
  - Drainage infrastructure improvements
  - Airport Capital Improvements
  - Economic Development: Analyzes the economic advantage the Airport provides the City of La Porte
  - Land development: Acres available for development to support aviation and other commercial uses.

**The new high priority rankings for the City of La Porte to focus on in the upcoming years are as follows:**

Highest Priority Actions	2018 Rank
Infrastructure Improvements	1 (tie)
Drainage Improvements	1 (tie)
Neighborhood Improvement Program	2 (tie)
Strategic Downtown Improvements	2 (tie)
Public Safety Improvements	3
Business Retention and Expansion Program	4 (tie)
Business Incubator	4 (tie)
Safe Sidewalks Program	5
Strategic Corridors Program	6
Park and Trail System Improvements	7
Increasing Sustainability	8
Coordinated Tourism Strategy	9
Market Retail Analysis	10
Streamline Permitting	11



The highest priority action item charts provide proposed implementation action steps for the City of La Porte to undertake to advance each item. There are five plan implementation methods, with the corresponding method identified for each action step.



## PLAN IMPLEMENTATION METHODS

### FIVE WAYS OF MOVING TOWARD ACTION

-  **Capital Investments**
-  **Programs and Initiatives**
-  **Regulations and Standards**
-  **Partnerships and Coordination**
-  **Targeted Planning / Studies**



## Capital Investments

The City of La Porte uses a five-year Capital Improvement Program, or CIP, to identify and budget for “big ticket” project, especially those that must be phased and/or coordinated with other initiatives. This may include street infrastructure, water, wastewater, and drainage improvements; parks, trails, and recreation facility constructions, and upgrades; and, construction of public buildings. Anticipating and adequately budgeting for major capital projects will be essential to implementing the high priority actions identified in the Comprehensive Plan. Likewise, decisions regarding the prioritization of proposed capital improvements should reflect the direction and priorities of this plan.



## Programs and Initiatives

Programs involve the routine activities of City departments and staff, as well as special projects and initiatives they may undertake. As part of Comprehensive Plan implementation, this method may include initiating new or adjusting existing City programs and activities, expanding community outreach efforts, or providing specialized training to accomplish a priority objective more promptly and/or effectively.



## Regulations and Standards

Given that private investment decisions account for a vast majority of a city’s physical form, land development regulations and engineering standards are fundamental for plan implementation. Consequently, in La Porte, regulations and development criteria and technical engineering standards are the basic keys to ensuring that the form, character, and quality of development reflect the City’s planning objectives. These codes should advance the community’s desire for quality development outcomes while recognizing economic factors. They should not delay or interfere unnecessarily with appropriate new development or redevelopment that is consistent with plan principles and directives.





## Partnerships and Coordination

Some community initiatives identified in this plan cannot be accomplished by La Porte on its own. They may require direct coordination, intergovernmental agreements, or funding support from other public entities or levels of government. Additionally, the unique role of potential private and non-profit partners to advance the community's action agenda should not be underestimated. This may occur through cooperative efforts, volunteer activities, and in-kind services (which can count toward the local match requirements for various grant opportunities), and from public/private financing of community improvements.



## Targeted Planning/Studies

Various area of City governance require more detailed study and planning, especially as required to qualify for external funding opportunities. These studies involve targeted planning work at a “finer grain” level of detail than is appropriate for comprehensive planning purposes. As such, some parts of this plan will be implemented only after some additional planning or special studies clarify next steps and associated costs and considerations.



## PROGRESS ICON LEGEND (IMPLEMENTATION STATUS)

Graphic Icon	Meaning
 <p><i>not yet started</i></p>	<p>0% not yet started</p>
 <p><i>begun</i></p>	<p>25% begun</p>
 <p><i>in progress</i></p>	<p>50% in progress</p>
 <p><i>almost complete</i></p>	<p>75% almost complete</p>
 <p><i>almost complete</i></p>	<p>100% complete</p>



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Streamlined Permitting Process	Study existing development processes and regulations to determine a plan of action to resolve issues without compromising the integrity of the process or enforcement of established regulations. This also could include such things as fast-track permitting, assistance with demolition of structures, etc.
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Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#1	<ul style="list-style-type: none"> <li>Streamlined permitting process established.</li> <li>Baseline comparison of La Porte’s development review and permitting process with neighboring communities completed.</li> <li>Review time for different categories of permitting tracked.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to review permitting process to ensure it is resulting in desired outcomes.</li> </ul>
	<b>Priority Ranking 2018</b>		
	#11		

Key implementation Department(s): Planning and Development

Types of future actions:  Regulations and standards and  Partnerships and coordination

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress? (Y/N)
Establish a “streamlined permitting process” for desirable developments.	Y
Develop a baseline comparison of La Porte’s development review and permitting process with neighboring communities (e.g., Deer Park, Pasadena, etc.).	Y
If no such baseline comparison already exists, then the City should begin tracking the review time for different categories of permitting.	Y
Develop a short- and long-term action plan to resolve issues that do not compromise the integrity of the process or conformity with established regulations. Relevant feedback from this analysis should be presented to the Planning and Zoning Commission and City Council.	N



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Public Safety Improvements	Continue to support an excellent system of public safety services.
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Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#2	<ul style="list-style-type: none"> <li>3 new full-time officers added to Police Department in 2017.</li> <li>Police vehicles being rotated every 5 years.</li> <li>Training being conducted via emergency services district.</li> <li>New La Porte Animal Shelter and Adoption Center facility completed.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to review personnel needs including an additional DOT officer to address increased commercial motor vehicle traffic</li> <li>Conduct manpower study for Fire Department.</li> <li>Continue to provide high quality training opportunities for personnel.</li> <li>Update action steps based on new department priorities.</li> </ul>
	Priority Ranking 2018		
	#3		

Key implementation Department(s): Police, Fire, EMS, OEM

Types of future actions:  Programs/Initiatives and  Targeted planning/studies

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress? (Y/N)
Periodically review the Police Department's personnel needs and hire additional staff to accommodate increased calls for service concurrent with population growth. This could include: a. Full-time law enforcement officers concurrent with population growth; b. One additional crime analyst; c. One additional jailer per shift; and d. One additional dispatcher per shift so that Fire/EMS Departments have a dedicated person taking and dispatching their calls.	Y
Periodically review the Fire Department's personnel needs and hire additional staff to accommodate increased calls for service concurrent with population growth. This could include conducting a manpower study specifically to determine whether or not a second full-time firefighter is warranted at each fire station.	Manpower study not yet conducted.
Provide adequate funding to expand the amount and quality of more cost-effective in-house training for patrol officers and other staff.	Y
Adequately fund training opportunities for fire personnel to improve personal skills and departmental capabilities. Utilize the new Fire Training Officer to expand cost-effective in-house training capabilities.	Y
Construct a new joint 6,000 square foot animal shelter that is sufficient to achieve certification requirements.	Y



Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress? (Y/N)
Establish a formalized replacement and procurement program for vehicles and equipment to keep pace with state-of-the-art fire rescue technology and capabilities. At a minimum, this should include a replacement schedule as follows: Engines: 20 years; Ladder trucks: 25 years; Command vehicles: 10 years.	Y
Establish a formalized replacement and procurement program for vehicles and equipment to keep pace with state-of-the-art law enforcement technology and capabilities. This could include: Rotating cars every three years; Replacing laptops and software in patrol cars in a timely manner.	Y



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Neighborhood Improvement Program	Develop a formalized neighborhood improvement program that ensures the quality of existing neighborhoods are maintained or improved over time.
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Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#3	<ul style="list-style-type: none"> <li>Northside Neighborhood Plan developed but not implemented.</li> <li>Targeted investment program not developed.</li> <li>Code enforcement program not changed.</li> </ul>	<ul style="list-style-type: none"> <li>Explore funding/grant opportunities to implement Northside Neighborhood Plan.</li> <li>Examine if other older communities should have a neighborhood plan developed.</li> <li>Examine potential funding resources for community investments.</li> </ul>
	Priority Ranking 2018		
	#2		

Key implementation Department(s): Planning and Development

Types of future Actions:  Targeted Planning/Studies,  Programs and Initiatives

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Help older communities develop neighborhood plans, which may include elements that would normally be required for a housing grant submittal. Such a plan would highlight potential development/redevelopment sites, infrastructure improvements, increased buffering (to mitigate such things as noise from increased truck traffic), links to important off-site amenities, etc.	Y
Develop a target-area community investment program focused on all infrastructure improvements (e.g., sidewalk installation in addition to repair, driveway culvert cleaning and replacement, alley improvements, tree trimming, parking restrictions, shielded street lighting or other improved pedestrian lighting, added greenspace, improved public streetscape/ landscape areas, new signage, etc.) within at-risk neighborhoods. This would be an expansion of the current program that provides dedicated funding for sidewalk repair and maintenance.	A targeted program has not been developed due to lack of funding. Projects are completed as opportunities arise such as when a street is re-done sidewalks are put in
Develop a results-based code enforcement program to aid in code compliance (e.g., violations such as weeds, debris, and junk vehicles) rather than citing noncompliant property owners. A key element may be the cross-training of enforcement advocacy officers in conflict management/resolution or the creation of useful information packets listing sources of help for homeowners who are in violation of City codes.	N



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Business Retention and Expansion Program	Improve efforts to maintain relationships with existing businesses in order to determine public/private strategies to overcome challenges or facilitate plans of expansion.
--	---

Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#4	<ul style="list-style-type: none"> <li>Shop, eat, stay, play local campaign is active.</li> <li>Visitlaportetx.com website provides up to date shopping/tourism guide.</li> <li>New local programs have been rolled out such as The Search for Lafitte's Gold and The Airing of the Quilts.</li> <li>Façade grant program is active.</li> </ul>	<ul style="list-style-type: none"> <li>Upon filling of staff vacancy, examine potential for re-establishing business retention and expansion program.</li> <li>Determine, through surveys or interviews, how the City can best support existing businesses and establish an action plan to address identified needs and challenges</li> <li>Continue to support local event programming and marketing and strengthen relationship between marketing efforts and economic development efforts.</li> </ul>
	Priority Ranking 2018		
#4			

**Key implementation Department(s): Economic Development/EDC**

Types of future actions:  Programs/Initiatives,  Partnerships and Coordination

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Consider expanding the business retention and expansion program. A strong business retention and expansion program should include regular visits with local employers. These visits can include formal surveys or be informal interviews. However, they should establish a relationship with the employer and serve as a mechanism by which the Economic Development Coordinator can ascertain any major challenges or plans for expansion, and help to identify suppliers or customers who could benefit from relocating to La Porte.	N
In addition to site visits, the business retention and expansion program could be expanded to include such initiatives as shop local programs, advertising cooperatives, shopping guides, frequent shopper programs, small business seminars, etc.	Y

# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Park and Trail System Improvements	Improve the quality of existing parks and recreation areas.
------------------------------------	---

Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#5	<ul style="list-style-type: none"> <li>• Parks standards in progress as well as inventory and replacement schedule.</li> <li>• All parks have matching entry signs (2013 completion).</li> <li>• Fairmont and Lomax parking lots have been resurfaced.</li> <li>• Playground replacements (such as Seabreeze) have design themes.</li> <li>• New amenities include 2 new splash parks.</li> <li>• Expansion of the fitness center, pool upgrades and frisbee golf are planned.</li> <li>• Online registration system (RecTrac) is active.</li> <li>• Sens Trail and Park St. Trail in progress.</li> </ul>	<ul style="list-style-type: none"> <li>• Update Parks and Recreation Master Plan (in the works for 2018). Consider also incorporating Trails into Master Plan.</li> <li>• Integrate park planning into any neighborhood plans.</li> <li>• Continue to evaluate potential funding sources for park improvements.</li> <li>• Continue to market high quality of parks and consider applying for H-GAC Parks and Natural Area awards.</li> </ul>
	Priority Ranking 2018		
	#7		

## Key implementation Department(s): Parks and Recreation

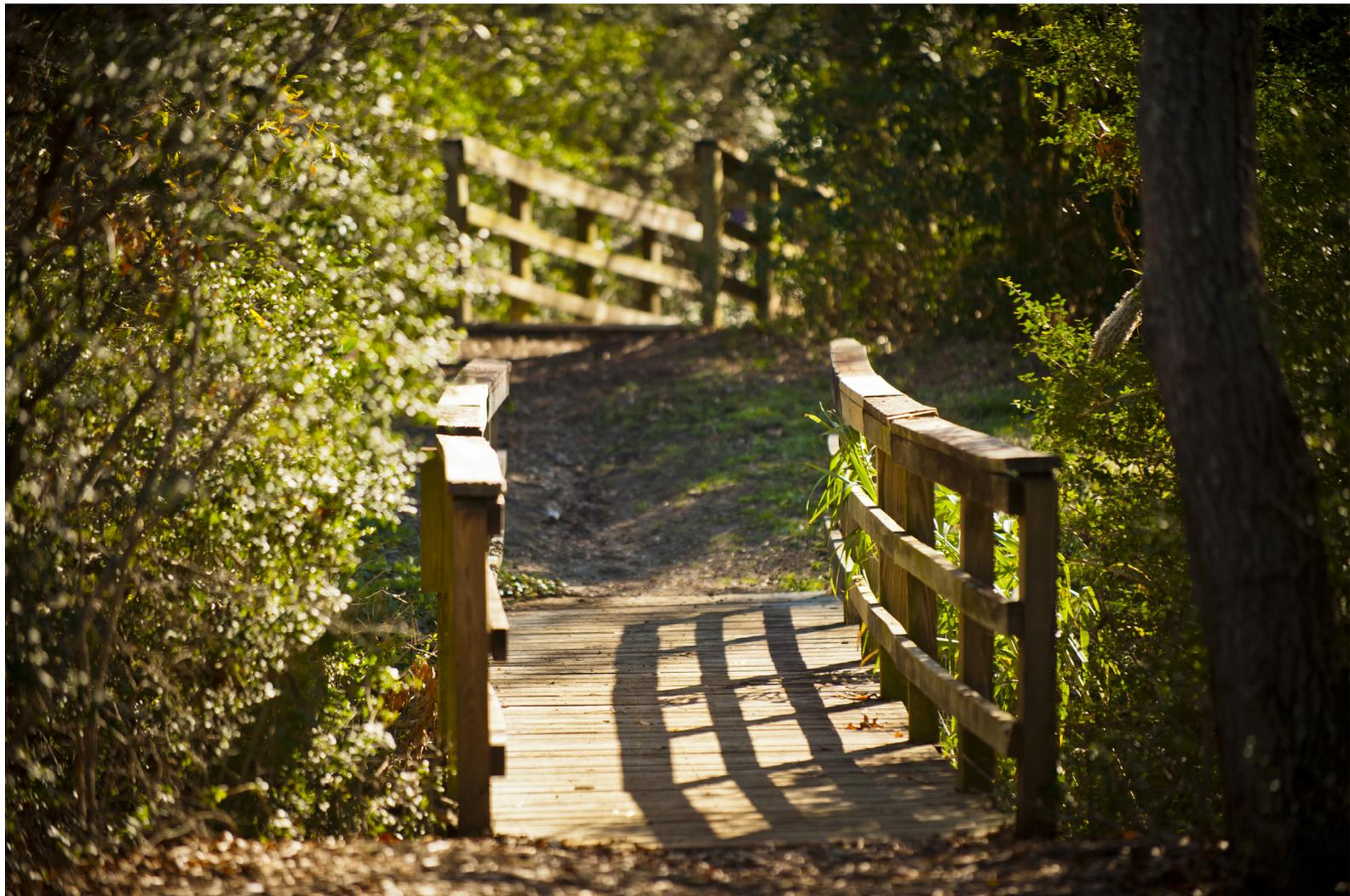
Types of Future Actions:  Capital Investments,  Targeted Planning/studies

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Establish a formalized parks-to-standards program to ensure all parks are brought up to, and maintained in, an equivalent quality standard. This program should include a general maintenance and repair schedule.	Y
Establish a policy of master planning new/revitalized parks to develop a unique design theme for each park to broaden the types of facilities and activities that are available across the community and to better tie their identity to adjacent neighborhoods	Y
Evaluate opportunities to add new types of amenities that appeal to intergenerational and non-traditional users in existing and future parks	Y
Improve on-site and off-site accessibility to each park by developing a sidewalk improvement program to repair, replace, or install new sidewalks, crosswalks, and curb cuts	Y repairs are made as needed (no set schedule)
Consider providing on-line registration for any camps, lessons, workshops, or classes available through the City	Y



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Continue to budget, or pursue additional outside funding, to construct the remaining trail segments as identified in the Bicycle and Pedestrian Trail Implementation Plan.	Y
Continue to proactively pursue additional park and recreation acquisition of property and/or protection of additional greenspace within the City limits.	N



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Market Retail Analysis	Undertake a market retail analysis separately or in coordination with an update to the Economic Development Strategic Plan
------------------------	--

Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#6	<ul style="list-style-type: none"> <li>Retail Analysis and Merchandising Plan completed in 2013. The plan includes demographic analysis, retail analysis, and analysis of City's competition.</li> <li>Visit La Porte proactively markets La Porte via a variety of mediums.</li> </ul>	<ul style="list-style-type: none"> <li>Utilize the completed market analysis to develop a coordinated economic development strategy.</li> <li>Utilize psychographics within analysis to further market La Porte to identified market segments.</li> <li>Revise implementation action to reflect market retail analysis completion.</li> </ul>
	Priority Ranking 2018		
	#10		

Key implementation Department(s): Economic Development/EDC

Types of future actions:  Programs and Initiatives

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Undertake a retail market analysis to help identify opportunities for future expansion of the City's retail space. The analysis should include a demographic analysis of La Porte's market segments, a sales gap analysis, and an analysis of the City's economic composition and competition.	Y
The outcome of this analysis should be to develop a coordinated economic development strategy comprised of four main elements: retail development, tourism, a convention center (consistent with the available space at the renovated Sylvan Beach Pavilion), and support for industry.	N
Proactively market La Porte to identified market segments identified in the report.	Y



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Infrastructure Improvements	Continue to implement the recommendations in the City’s Water Master Plan, Water Conservation Plan, and Drought Contingency Plan.
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Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#7	<ul style="list-style-type: none"> <li>• GIS-based Utility Mapping Program is in progress but not yet complete.</li> <li>• Dead-end water mains have been eliminated in most instances.</li> <li>• The golf course and park use nearly 95% of discharge during summer months.</li> </ul>	<ul style="list-style-type: none"> <li>• Complete Utility Mapping Program and utilize as a prioritization tool to identify areas with the greatest infrastructure needs.</li> <li>• Continue to eliminate dead-end water mains as additional funding becomes available.</li> <li>• Conduct WWTP feasibility study.</li> <li>• Consider adding examining security for public utilities and infrastructure as a priority action item.</li> </ul>
	Priority Ranking 2018		
	#1		

Key implementation Department(s): Public Works

Types of future actions:  Capital investments,  Programs and initiatives,   
  Targeted planning/studies

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Complete the geographic information system (GIS) mapping database, i.e., Utility Mapping Program, by providing additional resources to capture and input the necessary data for a complete asset management program. This system should be utilized to maintain records on inflow and infiltration problems and main breaks, types and sizes of piping, dates of improvements and repairs, and other information relevant to an asset management system. Data should be used as a prioritization tool in the preparation of annual budgets and capital improvement programs.	Y in progress
Conduct a system-wide condition analysis of all utility infrastructure, i.e., storm sewer, water, and wastewater, to determine an appropriate short- and long-term plan of action to repair, rehabilitate, or replace existing utility infrastructure. Information should be entered into the Utility Mapping Program to identify targeted geographic areas with the greatest needs.	Y in progress
Identify and eliminate any dead-end water mains	Y
Conduct a feasibility study to determine if the wastewater treatment plant (WWTP) can be improved to increase the total available quantity of reuse water and to determine where additional public or private reuse opportunities in the City might be located.	N



Unified Development Code / Modification of Regulatory Provisions	Prepare a Unified Development Code (UDC) to ensure an effective transition from comprehensive plan to the implementing regulations.
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Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#8	<ul style="list-style-type: none"> <li>The development code was updated in 2015 and the zoning code was updated in 2014. Although these codes were updated they were not combined into a Unified Development Code (UDC).</li> </ul>	<ul style="list-style-type: none"> <li>Assess potential advantages to going forward with a UDC. If a UDC is not desired, examine whether existing codes adequately address all provisions and if not develop supplemental provisions.</li> <li>Review legal precedents such as Reed v. Gilbert that may necessitate updates to ordinances (in this instance, sign ordinance).</li> <li>Updated 2015 development code should be made available online, replacing 1985 version currently on City website.</li> </ul>
	Priority Ranking 2018		
	Not ranked		

Key implementation Department(s): Planning and Development

Types of future actions:  Regulations and standards

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
<ul style="list-style-type: none"> <li>Prepare a Unified Development Code (UDC) to ensure an effective transition from comprehensive plan to the implementing regulations. Modified provisions should include, but not be limited to:                             <ul style="list-style-type: none"> <li>building placement, design, and materials;</li> <li>parking lot, streetscape, and foundation landscaping;</li> <li>screening, lighting, and buffering;</li> <li>lot design and open space;</li> <li>street and pedestrian connectivity and access management; and,</li> <li>sidewalk design, placement, and amenities.</li> </ul> </li> </ul>	N



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Downtown Master Plan	Prepare a master plan for the Downtown area
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Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
 <p><i>not yet started</i></p>	#9	<ul style="list-style-type: none"> <li>The Downtown Master Plan has not progressed.</li> </ul>	<ul style="list-style-type: none"> <li>Prior to launching a Downtown Master Plan effort, pre-engagement work with existing property and business owners in the potential study area needs to occur. This could include visioning sessions and working to address concerns.</li> <li>Examine potential for participating in Texas Main Street program and re-starting Main Street Coordinator Position.</li> <li>Seek funding for revitalization and pursue grant opportunities.</li> <li>Participate in H-GAC Bringing Back Main Street Roundtable Program.</li> </ul>
	Priority Ranking 2018		
	#2		

**Key implementation Department(s):** Planning and Development, Economic Development

**Types of future actions:**  Partnerships and Coordination,  Targeted planning/studies

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Prepare a master plan for the Downtown area, including Main Street and Sylvan Beach, the connections between, and the transition to adjacent areas. This includes: <ul style="list-style-type: none"> <li>○ setting a clear and collectively supported vision;</li> <li>○ determination of implementation framework to guide new/reinvestment; and,</li> <li>○ coordinating with previous work completed on marketing and branding.</li> </ul>	N



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Drainage Improvements	Continue to implement the recommendations identified in the Citywide Drainage Study.
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Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#10	<ul style="list-style-type: none"> <li>The areas for improvement identified in the Drainage Study are continually evaluated and updated.</li> <li>Drainage projects and improvements are ongoing throughout the City.</li> </ul>	<ul style="list-style-type: none"> <li>Evaluate how drainage infrastructure performed during Hurricane Harvey and update Drainage Study based on impacts.</li> <li>Continue to develop flood control projects as community enhancements.</li> <li>Continue to explore additional potential funding sources such as Pre-Disaster Mitigation, Hazard Mitigation Grant Program, and FEMA grants.</li> </ul>
	Priority Ranking 2018		
	#1		

Key implementation Department(s): Public Works

Types of future actions:  Capital investments

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Continue to implement the recommendations identified in the Citywide Drainage Study.	Y
Design and construct all future/redeveloped flood control and on-site drainage projects as community enhancements and/or recreational amenities;	
Encourage vegetative buffers along stream and other drainageways	



Coordinated Tourism Strategy		Develop a coordinated tourism strategy that goes beyond trying to attract visitors.	
Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
 not yet started	#11	<ul style="list-style-type: none"> <li>• La Porte is actively involved with the Heritage society, supporting their monthly events, funding any repairs and funding their docent.</li> <li>• The City recently added another small building next to the depot.</li> <li>• Multiple tourism ads are used in different mediums.</li> <li>• Multiple events are held to try to get ‘heads in beds’.</li> </ul>	<ul style="list-style-type: none"> <li>• Utilize the Retail Analysis and Merchandising Plan as a starting point to develop a coordinated tourism plan.</li> <li>• Work to more closely tie marketing and economic development efforts.</li> <li>• Track impact of marketing efforts.</li> <li>• Consider developing ‘Tourism Task-force’ composed of local businesses and other area partners.</li> </ul>
	Priority Ranking 2018		
	#9		

Key implementation Department(s): Economic Development/EDC

Types of future actions:  Targeted planning/studies,  Partnerships and coordination

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Develop a coordinated tourism strategy that goes beyond trying to attract visitors. Rather, the tourism strategy should be focused on capturing visitor’s dollars by local businesses, so that the full economic benefit can be realized by the City and area businesses.	N
In coordination with area partners (e.g., the La Porte Bay Area Heritage Society), the City should create a tourism plan that focuses on developing tourism “products” that attract visitors, a retail strategy that provides outlets for visitors to spend money, and a marketing plan that effectively targets those groups who are likely to come to La Porte.	N



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Business Parks	Proactively zone and market areas for higher quality business parks for those areas identified on Map 2.6, Future Land Use Plan
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Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#12	<ul style="list-style-type: none"> <li>Design guidelines developed for Business Industrial along major corridors.</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate planning and development efforts with economic development and marketing efforts to ensure higher quality standards are achieved.</li> <li>Continue to evaluate developments to determine if modifications to new guidelines need to be made.</li> </ul>
	Priority Ranking 2018		
	Remove from high priority		

**Key implementation Department(s):** Planning and Development and Economic Development/EDC

Types of future actions:  Partnerships and coordination,  Regulation and standards

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Update the zoning and development codes to ensure higher quality standards are achieved for those uses that would be allowed in Business Park and Auto-Urban Industrial areas. Additionally, provisions need to be strengthened to improve compatibility between areas of differing character and to achieve better community livability (see <i>Chapter 2, Land Use and Development</i> , for additional information on needed regulatory improvements).	Y



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Business Incubator	Establish a small business incubator site within the City in coordination with San Jacinto College Small Business Development Center (SJC SBDC). Priority consideration should be given to locating the site in Downtown or near San Jacinto College.
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Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#13	<ul style="list-style-type: none"> <li>Not yet started.</li> </ul>	<ul style="list-style-type: none"> <li>New economic development staff should evaluate potential for moving forward with this priority and begin discussions with SJC SBDC.</li> <li>Consider re-starting small business workshops.</li> </ul>
	Priority Ranking 2018		
	#4		

Key implementation Department(s): Economic Development/EDC

Types of future actions:  Partnerships and coordination,  Programs and initiatives

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Consider becoming a member of the National Business Incubator Association (NBIA) and establishing a small business incubator site within the City in coordination with the San Jacinto College Small Business Development Center (SJC SBDC). Priority consideration should be given to already-owned property located in the Downtown area or in an area near San Jacinto College. The jointly sponsored incubator could include fully equipped office space at low cost (City provided) with initial and follow-along counseling at no cost (SJC SBDC provided) for entrepreneurs of small and emerging companies. Criteria would need to be developed for admission to the business incubator for start-up companies. In addition, the site could be cross-utilized as a temporary headquarters on a short term, temporary basis (i.e., one to three months) for new arrivals of established, major companies relocating to La Porte.	N



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Safe Sidewalks Program	Prepare a safe sidewalks program to identify and correct unsafe and poorly maintained sidewalk segments at key locations throughout the community.
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Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#14	<ul style="list-style-type: none"> <li>Although not formalized in a Safe Sidewalks Program, annual sidewalk repairs are performed.</li> <li>A new sidewalk on Park St. is under construction in coordination with Harris County (partial funding from Harris County Safe Sidewalks Program).</li> <li>Sidewalks that are constructed undergo inspections.</li> </ul>	<ul style="list-style-type: none"> <li>Utilize GIS mapping to map priority sidewalk investment areas.</li> <li>Work with GIS Dept. to create an App to track sidewalk repairs.</li> <li>Consider formalizing sidewalk repairs/construction into a formal Safe Sidewalks Program.</li> <li>Continue to pursue potential funding for sidewalks.</li> <li>Evaluate the potential for utilizing H-GAC's free Pedestrian Evaluation Tool to engage citizens in performing assessments of sidewalk conditions and educating about sidewalk maintenance.</li> </ul>
	Priority Ranking 2018		
	#5		

Key implementation Department(s): Planning and Development and Public Works

Types of future actions:  Capital investments,  Programs and initiatives

Detailed components/action steps identified in 2012 Comprehensive Plan:	Completed or in progress?
Prepare a Safe Sidewalks Program to identify those locations where unsafe conditions and/or poorly maintained sidewalks exist particularly around, adjacent to, and leading to/away from schools; near and adjacent to public buildings and spaces; and other areas prone to heavy utilization of the sidewalks. Due to the significant costs of initial construction, maintenance of the existing sidewalk system should be a priority and should be adequately funded in the annual operating budget. Additional grant funding should also be pursued from such sources as Federal, State, private entities.	Y
In these priority areas, conduct regular inspections of safety conditions to ensure the walking surface is free from hazards and dangerous obstructions.	Y
Organize a public education program to notify the community of the Safe Sidewalks Program, the priority pedestrian areas, and the individual responsibilities for care and maintenance.	N



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Increasing Sustainability | Determine a plan of action to improve the City's sustainability

Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#15	<ul style="list-style-type: none"> <li>The City is working toward water reduction targets with efforts such as utilizing greywater on Parks and Golf Course.</li> <li>A new water reduction target will be established in the updated WCP.</li> <li>New municipal projects such as the RFQ for new fitness center highlight desire for more sustainable municipal facilities.</li> <li>The City utilizes drought resistant landscaping for public improvement projects.</li> </ul>	<ul style="list-style-type: none"> <li>Designate a City Sustainability point person who will work across departments to track and evaluate the City's sustainability efforts.</li> <li>Track metrics annually so the City can evaluate progress on components such as energy usage and water reduction.</li> <li>Evaluate potential for increasing recycling options. Survey neighboring cities with curbside recycling and evaluate costs and potential grant funding sources such as H-GAC's Solid Waste Grants program.</li> </ul>
	Priority Ranking 2018		
	#8		

**Key implementation Department(s):** Economic Development/EDC, Parks and Recreation, Planning and Development, Public Works

Types of future actions:  Programs and initiatives,  Partnerships and coordination

Detailed components/action steps identified in 2012 Comprehensive Plan:	Complete or In Progress?
Reduce the City's energy usage	N
Reach the identified per capita water reduction targets	Y
Offer tax abatement incentives for private-sector development registered with LEED or other similar sustainable design and construction programs;	Y through Harris County
Pursue third-party certification (e.g., LEED-NC®) for design and construction of all new municipal projects;	Y
Utilize drought resistant landscaping for public improvement projects and provide incentives for private sector projects;	Y
Establish community drop-off recycling locations in each park in the short-term and curbside recycling in the long-term.	N



# HIGH PRIORITY IMPLEMENTATION ACTION STATUS SUMMARIES

Strategic Corridors Program		Create a Strategic Corridors Program	
Implementation Status	Priority Ranking 2012	Status Summary	Future Actions
	#16	<ul style="list-style-type: none"> <li>Although not formalized in a Strategic Corridors Program, corridor investments and improvements have been made, such as new Wharton Weems entry landscaping, design for sound wall and sidewalk on Spencer Highway and the S. Broadway Master Plan.</li> </ul>	<ul style="list-style-type: none"> <li>Consider developing a corridor streetscape plan or corridor design standards to identify priority improvements for corridors.</li> <li>Evaluate potential for developing corridor overlays as part of zoning code.</li> <li>Coordinate with TxDOT to develop an Advance Funding Agreement (AFA) for TxDOT roadways which will establish standards for future improvements on TxDOT roadways.</li> </ul>
	Priority Ranking 2018		
	#6		

Key implementation Department(s): Planning and Development, Public Works

Types of future actions:  Targeted planning/studies,  Regulation and standards.

Detailed components/action steps identified in 2012 Comprehensive Plan:	Complete or In Progress?
Create a Strategic Corridors Program by identifying strategic corridors within the community and direct aesthetic and infrastructure improvements along those corridors as a priority. Coordinate with the state and county, as necessary, for non-City roadways. As identified in Chapter 2, Map 2.2, Beautification Plan, primary corridors should include S.H. 225, Fairmont Parkway (in conjunction with the Harris County widening project), Underwood Road, and S.H. 146 frontage roads. Secondary corridor enhancements should be completed on Spencer Highway, Sens Road, San Jacinto Drive, and Broadway Street.	Y
A corridor streetscape plan should be prepared for these strategic corridors. The plans should include a detailed inventory and assessment of existing conditions, including land use and zoning, building footprints, numbers and locations of driveways and parking lots, numbers and locations of signs, trees, and vegetation, power poles and overhead lines, street cross sections and rights-of-way, sidewalks and pedestrian improvements, pervious and impervious surfaces, and general visual characteristics. The enhancement and design plans should include any regulatory recommendations and identified improvements and estimated costs. An implementation plan should identify priorities, funding options and sources, and a timeline.	N



## Next Steps

Another major amendment such as occurred in 2012 should be undertaken in the 2020-2021 timeframe, with the aim of an adopted updated Comprehensive Plan by 2022, ten years after the last significant update. Such an update should include significant public engagement to ensure the updated vision, goals, and priorities reflect the desires of the community.

Utilizing the framework established by this Comprehensive Plan Progress Report, an annual evaluation of progress should be conducted, led by the Planning and Development Department.

The Annual Progress Report should include:

- 1)** Significant actions and accomplishments during the past year, including the status of implementation for each programmed task. A lead department should be identified for each implementation actions. Each identified lead department should coordinate with the Planning and Development Department to provide a single City-point of contact for the Annual Progress Report.
- 2)** Implementation constraints, including those encountered in administering the plan and its policies.
- 3)** Proposed amendments that have come forward during the course of the year, which may include revisions to the plan maps, or other recommendations, policies, or text changes.
- 4)** Recommendations for needed actions, programs, and procedures to be developed and implemented in the forthcoming year, including a recommendation of projects to be included in the CIP, programs and initiatives to be funded, and priority coordination needs with public and private implementation partners.
- 5)** Mid-to Long Range action list should be evaluated to determine if any of the actions should be moved to the high priority list for programming.





**KENDIG KEAST**  
COLLABORATIVE



May 18, 2018

Honorable Mayor Rigby and City Council  
City of La Porte

RE: Ordinance to adopt the La Porte Comprehensive Plan Update

Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission held a regular meeting on May 17, 2018 to hear the official proposal for the five year update to the City of La Porte Comprehensive Plan 2030.

The Commission voted 8-0 to recommend approval of the proposed amendments to the Comprehensive Plan with the condition that the Unified Development Code (UDC) priority be added to the proposed list.

Respectfully submitted,

Ian Clowes, City Planner  
On behalf of the Planning and Zoning Commission

cc: Richard Mancilla, Director of Planning and Development  
Department File

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 11, 2018</u>
Requested By: <u>Mike Kirkwood</u>
Department: <u>Planning and Development</u>
Report: <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input checked="" type="checkbox"/>

<u>Budget</u>
Source of Funds: <u>General Fund</u>
Account Number: <u>001-9092-524-6021</u>
Amount Budgeted: <u>\$71,800</u>
Amount Requested: <u>TBD</u>
Budgeted Item: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Exhibits: Dangerous Building Inspection Report

Exhibits: Ordinance

Exhibits \_\_\_\_\_

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### SUMMARY & RECOMMENDATION

On April 23, 2018, Council reviewed the findings of the Dangerous Building Inspection Board and a June 11, 2018, a public hearing date was granted to consider formal action on the structure located at 9906 Rocky Hollow.

Subsequent to this meeting, as required by Chapter 82, Article VIII of the Code of Ordinances, a notice was published twice (May 31 & June 7) in the Bay Area Observer and posted to the City of La Porte public bulletin board. Also, certified letters (voluntary consent to demolish form and public notice) were mailed to the building owners. City staff also posted the required notices to each property.

The purpose of this public hearing is to receive property owner, citizen, and staff input as to why the buildings should or should not be condemned and demolished. Following the close of the hearing, Council will be asked to consider condemnation of the structures.

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#### Action Required by Council:

Conduct public hearing and consider passage of an ordinance or other action regarding condemnation of a substandard structure located at 9906 Rocky Hollow.

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#### Approved for City Council Agenda

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

\_\_\_\_\_  
Date

**City of La Porte**  
**DANGEROUS BUILDING INSPECTION FORM**

DATE: 3/29/18

STREET ADDRESS: 9906 Rocky Hollow Rd

HCAD OWNER: Wendell Keith Adams; 16297 Dockbar Court; Friendswood TX 77546

DEED OWNER: Wendell Keith Adams; 9906 Rocky Hollow Rd; La Porte TX 77571

LEGAL: LT 14; Blk 40, Fairmont Park West, Sec. 4

OCCUPANCY TYPE: Residence ZONING R-1

NON-CONFORMING ISSUES: \_\_\_\_\_

FACILITIES AVAILABLE: WATER: 4 SEWER: 4  
ELECTRICAL: 4 GAS: N

NO. OF DWELLING UNITS: 1

VACANT: YES OCCUPIED: \_\_\_\_\_

AS REQUIRED IN THE CITY'S CODE OF ORDINANCE, CHAPTER 82; ARTICLE VIII, THE BOARD OF INSPECTION MADE AN INSPECTION OF THE AFOREMENTIONED PROPERTY, AND DETERMINED THE BUILDING LOCATED THEREON, IN THEIR OPINION, IS IN FACT A DANGEROUS BUILDING, FOR THE FOLLOWING REASONS:

Sec. 82-473. Declaration of Public Nuisance and Hazard.

- A. Dangerous or Substandard Buildings or Structures.**  
**A building or structure shall be considered dangerous or substandard whenever it is determined by the Board, that any or all of the following is applicable:**

1. A building that is vacant, and is not up to current building code standards. These vacant buildings can be either open to trespass or boarded up;

2. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood, or by any other cause to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the building code for new buildings of similar structure, purpose or location;

3. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property;

4. Whenever the building or structure, or any portion thereof, because of (a) dilapidation, deterioration, or decay; (b) faulty construction; (c) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting the building; (d) the deterioration, decay, or inadequacy of its foundation, or (e) any other cause, is likely to partially or completely collapse;

5. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose of which it is being used;

6. Whenever the building or structure has been so damaged by fire, wind, earthquake, or flood, or has become so dilapidated or deteriorated as to become (a) a public nuisance, (b) a harbor for vagrants, or as to (c) enable persons to resort thereto for the purpose of committing unlawful acts;

7. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air, or sanitation facilities, or otherwise, is determined by the Board to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease;

\_\_\_\_\_ 8. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections, or heating apparatus or other cause, is determined by the Board to be a fire hazard;

**B. Dangerous or substandard electrical, plumbing, or mechanical installations. A building or structure shall be considered dangerous or substandard whenever it is determined by the Board, that any or all of the following is applicable:**

1. Whenever any protective or safety device specified in The Electrical Code and of this title is not provided or is inoperative, defective, dilapidated, or deteriorated so as to threaten to fail or function as originally intended;

2. Whenever any installation or any portion thereof because of (a) dilapidation, deterioration, or decay; (b) faulty construction; (c) obsolescence; (d) inadequate maintenance, which in relation to existing use constitutes a hazard to life, health, property or safety;

\_\_\_\_\_ 3. Whenever any installation or any portion thereof which is damaged by fire, wind, earthquake, flood or any other cause so as to constitute a potential hazard to life, health, property or safety;

4. Whenever any installation or any portion thereof was constructed, installed, altered or maintained in violation of the building code and/or fire code so as to constitute a potential hazard to life, health, property or safety.

FINDINGS AND CONCLUSIONS OF THE BOARD OF INSPECTION:

OPTION # : \_\_\_\_\_ ( \_\_\_\_\_ )

Maria J. [Signature] 4/13/18  
 BUILDING OFFICIAL'S OFFICE DATE

[Signature] 4-03-18  
 FIRE MARSHAL'S OFFICE DATE

[Signature] 4/13/18  
 FIRE CHIEF'S OFFICE DATE

**BUILDING EVALUATION CHECKLIST**

A = Adequate      D = Deficient      N/A = Not Applicable

<u>I. STRUCTURAL</u>	<u>COMMENT / EXPLANATION</u>	
<b>A. Foundation</b>		
1. Slab	_____ A	_____
2. Pier & Beam		
a. Footings	_____ N/A	_____
b. Sills	_____	_____
c. Joists	_____	_____
<b>B. Walls</b>		
1. Exterior	_____ A	_____
2. Interior	_____ D	Holes in walls _____
<b>C. Means of Egress</b>		
1. Doors		
a. Interior	_____ D	Damage and missing _____
b. Exterior	_____ D	Back Door Damaged _____
2. Porches, Steps, Stairs	_____ A	_____
3. Windows	_____ D	Broken Glass and Damaged Window Frames _____

**D. Roof**

- 1. Rafters           A           \_\_\_\_\_
- 2. Deck, Shingles          A           \_\_\_\_\_

**E. Ceilings**

- 1. Joists           A           \_\_\_\_\_
- 2. Ceiling           D           Drywall missing and damaged

**F. Floors**

- D           No Flooring in Bedroom and hallway areas

**G. Other**                                   D           House full of debris, junk, clutter, garage doors damaged

**II. MEHCANICAL SYSTEMS**

**A. Electrical**

- 1. Service Entrance & Panel                                   D           Dead front missing @ electrical panel board
- 2. Wiring                                   D           illegal wiring in panel board
- 3. Lights, Switches                                   D           covers missing
- 4. Outlets                                   D           covers missing
- 5. Other                                   N/A           \_\_\_\_\_

**B. Plumbing**

- 1. Fixtures
  - a. Sink                                   A           \_\_\_\_\_
  - b. Lavatories                                   A           \_\_\_\_\_
  - c. Water/Closets                                   A           \_\_\_\_\_
  - d. Shower                                   A           \_\_\_\_\_
  - e. Water Heater                                   UNK           Unable to inspect
- 2. Water Piping                                   UNK           Unable to inspect
- 3. Drain, Waste & Vent                                   UNK           Unable to inspect
- 4. Sewer/Septic tank                                   N/A           \_\_\_\_\_
- 5. Gas System                                   N/A           \_\_\_\_\_

**C. Heating & A/C**

- 1. Heating                                   UNK           Unable to inspect
- 2. Air Conditioning                                   D           Electrical wiring hanging out of unit. Protective cover missing on electrical

**III. PROPERTY CONDITIONS**

- 1. Accessory Structures                                   N/A           \_\_\_\_\_
- 2. Condition of Grounds                                   A           \_\_\_\_\_
- 3. Other                                   D           Wood Fence gate damaged

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

AN ORDINANCE DECLARING THE BUILDING LOCATED AT LOT 14, BLOCK 40, OF FAIRMONT PARK WEST, SECTION FOUR (4), A SUBDIVISION IN HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 9906 ROCKY HOLLOW RD. TO BE IN FACT A NUISANCE, SUCH BUILDING BEING IDENTIFIED AS ONE PRIMARY RESIDENTIAL DWELLING BUT INCLUDING ALL SLABS, PARKING BAYS AND DRIVEWAYS, AND ORDERING SUCH BUILDING CONDEMNED; FINDING THAT ESTATE OF WENDELL KEITH ADAMS IS THE RECORD OWNER OF SAID PROPERTY; ORDERING THE SAID OWNER TO ENTIRELY REMOVE OR TEAR DOWN SUCH BUILDING; ORDERING THE SAID OWNER TO COMMENCE SAID REMOVAL OR DEMOLITION WITHIN TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO COMPLETE SAID REMOVAL OR DEMOLITION WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; ORDERING THE DANGEROUS BUILDING INSPECTION BOARD TO PLACE A NOTICE ON SAID BUILDING; ORDERING THE CITY SECRETARY TO FORWARD A COPY OF THIS ORDINANCE TO SAID OWNER; PROVIDING FOR THE REMOVAL OF SAID BUILDING BY THE CITY OF LA PORTE IF NOT REMOVED BY SAID OWNER IN THE MANNER PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE HEREOF; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

WHEREAS, the City Council of the City of La Porte, passed and approved Section 82-472 of the Code of Ordinances, creating a Dangerous Building Inspection Board (*the Board*) to be composed of the Building Official or his duly authorized representative, the Fire Chief or his duly authorized representative, the Fire Marshal or his duly authorized representative; and

WHEREAS, Section 82-474 (a) provides that:

Whenever it shall come to the attention of the Board or any member thereof, by reason of the carrying out of the necessary duties of such member, or by reason of a complaint of any citizen of the City or of the City Council, that a dangerous building exists, the Board shall make a thorough inspection of such building(s); and

WHEREAS, Section 82-474 (e) provides that:

After the inspection provided for in this Section has been made, with or without the aid of experts, the Board shall report its conclusion in writing to each of the members of the City Council and to the City Attorney. Such report shall state the circumstances and the condition of the building(s) upon which such conclusion was based. The report shall be filed in all cases no matter what conclusion is stated by the Board; and

WHEREAS, it has heretofore come to the attention of the Board that one primary residential dwelling situated at LOT 14, BLOCK 40, OF FAIRMONT PARK WEST, SECTION FOUR (4) A SUBDIVISION IN

HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 284, PAGE 93 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, which is more commonly known as 9906 ROCKY HOLLOW RD., Harris County, Texas, has become dangerous or substandard and thereby a public nuisance, as established in Section 82-473 of the Code of Ordinances of the City of La Porte; and

WHEREAS, said Board has heretofore made and filed its written report, dated MARCH 29, 2018 finding said building to be in fact a dangerous building;

WHEREAS, City Council received such report, and ordered notice to the record owner and lienholders of said property that a hearing as provided in Section 82-477 of said Ordinance would be held at 6:00 PM on JUNE 11, 2018, at 604 W. Fairmont Parkway, at the Council Chambers, City Hall, City of La Porte, Texas, at which time the Council would hear further evidence for and against the conclusions of the Board;

WHEREAS, the City of La Porte has heretofore served notice upon said owner by posting a notice on the subject property at 9906 ROCKY HOLLOW RD. on or about MAY 23, 2018; and by registered mail, return receipt requested, which notice was shown by USPS as delivered to his last known address of 16297 Dockbar Court, Friendswood, Texas 77546, on or about MAY 26, 2018 (RETURNED); a date more than ten (10) days before the date set for the public hearing; as required by law, such notice included a statement that that the owner was required to submit at the public hearing proof of the scope of work that may be required to bring the structure into compliance and the time it would take to reasonably perform the work; furthermore, notice of the aforementioned public hearing date was published in the Bay Area Observer on MAY 31, 2018 and JUNE 7, 2018;

WHEREAS, the City of La Porte has additionally served notice upon James B. Nutter and Company, lienholder against the subject property pursuant to Deed of Trust dated March 1, 2014 and recorded under Harris County Clerk File No. T572069, by registered mail, return receipt requested, which notice was shown by USPS as delivered to said lienholder on or about MAY 29, 2018, at its last known address of 4153 Broadway, Kansas City, Missouri 64111, a date more than ten (10) days before the date set for the public hearing; as required by law, such notice included a statement that that the lienholder was required to submit at the public hearing proof of the scope of work that may be required to bring the structure into compliance and the time it would take to reasonably perform the work;

WHEREAS, at said date, time, and place, City Council met in regular session to conduct such public hearing, at which time evidence was presented both for and against the conclusions of the Board, at which time the hearing was concluded;

WHEREAS, City Council, after due deliberation, and within fifteen (15) days after the termination of the JUNE 11, 2018 public hearing, is required to make its decision in writing and enter its order; and

WHEREAS, after the conclusion of the said public hearing the City Council entered an order condemning the residential dwelling structure at 9906 Rocky Hollow Rd. on JUNE 11, 2018, a day which is within fifteen (15) days after the termination of the hearing; NOW THEREFORE:

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

Section 1. This Ordinance contains the Findings of Fact, Conclusions of Law, and orders of the City Council of the City of La Porte, based upon the evidence presented at said hearing.

Section 2. Based on the evidence presented at said hearing, the City Council hereby adopts the attached report of the Board, in full, and incorporates such by reference herein as fully as though set out herein.

Section 3. The City Council hereby finds, determines and declares such building, being one primary residential dwelling, to be a public nuisance, and orders such building condemned.

Section 4. The City Council hereby finds, determines and declares that ESTATE OF WENDELL KEITH ADAMS is the record owner of the property on which the aforementioned primary residential dwelling is situated, and that as such record owner, the said ESTATE OF WENDELL KEITH ADAMS has been duly and legally notified of those proceedings; furthermore, the City Council hereby finds, determines and declares that James B. Nutter and Company is the sole lienholder against the property pursuant to Deed of Trust dated March 1, 2014 and recorded under Harris County Clerk File No. T572069, and that the said James B. Nutter and Company has been duly and legally notified of those proceedings.

Section 5. The City Council hereby orders the said ESTATE OF WENDELL KEITH ADAMS to entirely remove or demolish such building, including all slabs, parking bays and driveways, and further orders the said ESTATE OF WENDELL KEITH ADAMS to commence such removal within ten (10) days from the effective date of this Ordinance, and to complete said removal or demolition within forty-five (45) days from the effective date of this ordinance.

Section 6. The City Council hereby orders the Board of the City of La Porte to cause a notice of the dangerous, unsanitary condition of the buildings to be affixed in one or more conspicuous places on the exterior of the building, which notice or notices shall not be removed or defaced by any person, under penalty of law.

Section 7. The City Council hereby orders the City Secretary to forward a certified copy of this Ordinance, to the record owner of said property and to any and all lienholders or mortgagees, by registered mail, return receipt requested; file a copy of this Ordinance in the office of the City Secretary; and, publish in the official newspaper of the city a notice containing: 1) the street address or legal description of the property, 2) the date of the public hearing, 3) a brief statement indicating the results of the hearing, and 4) instructions stating where a complete copy of this Ordinance may be obtained.

Section 8. Should the said ESTATE OF WENDELL KEITH ADAMS not comply with the orders contained in this Ordinance relating to the removal or demolition of such building including all slabs, parking bays and driveways within forty-five (45) days after hereof, then the City of La Porte shall enter upon the said premises with such assistance as it may deem necessary, and cause the said building to be removed or demolished without delay, and the expenses of such procedure shall be charged against the said record owner of said property, and shall thereupon become a valid and enforceable personal obligation of said owner of such premises, and the said City shall carefully compute the cost of such removal or demolition, which cost shall be hereafter assessed against the land occupied by such buildings, and made lien thereon.

Section 9. The City Council officially finds, determines, and 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 10. This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED this the 11th day of JUNE, 2018.

CITY OF LA PORTE, TEXAS

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

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Clark T. Askins, Assist. City Attorney

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 11, 2018</u>
Requested By: <u>Patrice Fogarty, City Secretary</u>
Department: <u>City Secretary</u>
Report: <u>    </u> Resolution: <u>    </u> Ordinance: <u>  X  </u>

Exhibits: Ordinance

<b><u>Budget</u></b>
Source of Funds: <u>  N/A  </u>
Account Number: <u>  N/A  </u>
Amount Budgeted: <u>  N/A  </u>
Amount Requested: <u>    N/A    </u>
Budgeted Item: YES            NO

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### **SUMMARY & RECOMMENDATION**

The canvass of the May 5, 2018, general election took place on Monday, May 14, 2018.

Section 2.08 of the City Charter provides that at the first meeting of council after canvassing the general election, City Council shall select one of its members to serve as mayor pro tem for a one-year term or until a successor is appointed and has qualified. If a vacancy occurs in the office of mayor, or in the case of his absence or disability, the mayor pro tem shall act as mayor until a successor is elected and has qualified or until the mayor is again able to assume the duties of the office.

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#### **Action Required by Council:**

Consider approval or other action to adopt an ordinance selecting a Mayor Pro-Tem for a one-year term or until a successor is appointed and has qualified.

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

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

\_\_\_\_\_  
Date

ORDINANCE NO. 2018-\_\_\_\_\_

**AN ORDINANCE PROVIDING FOR THE ELECTION OF A MEMBER OF THE LA PORTE CITY COUNCIL TO SERVE AS MAYOR PRO-TEM OF THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD JUNE 11, 2018, THROUGH MAY 31, 2019, OR UNTIL A SUCCESSOR HAS BEEN APPOINTED AND HAS QUALIFIED; 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.** The City Council of the City of La Porte hereby elects \_\_\_\_\_ to serve as Mayor Pro-Tem of the City of La Porte, Texas, for the period June 11, 2018, through May 31, 2019, or until a successor has been appointed and has qualified.

**Section 2.** The Mayor Pro-Tem shall serve in such office during said term, and pursuant to the Charter of the City of La Porte shall during the vacancy, absence or disability of the Mayor have all powers and duties of the Mayor of the City of La Porte during such vacancy, absence or disability of the Mayor. The Mayor Pro-Tem shall act as Mayor until a successor is elected and has qualified or until the Mayor is again able to assume the duties of the office, as the case may be.

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

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

**PASSED AND APPROVED** this the 11<sup>th</sup> day of June, 2018.

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

<b>Agenda Date Requested</b> <u>June 11, 2018</u>	<b><u>Appropriation</u></b>
<b>Requested By:</b> <u>Patrice Fogarty</u>	<b>Source of Funds:</b> <u>N/A</u>
<b>Department:</b> <u>City Secretary</u>	<b>Account Number:</b> <u>N/A</u>
<b>Report</b> <input checked="" type="checkbox"/> <b>Resolution:</b> <input type="checkbox"/> <b>Ordinance:</b> <input type="checkbox"/>	<b>Amount Budgeted:</b> <u>N/A</u>
<b>Exhibit:</b>	<b>Amount Requested:</b> <u>N/A</u>
	<b>Budgeted Item:</b> YES    NO

### SUMMARY & RECOMMENDATION

The Fiscal Affairs Committee consists of three regular members and one alternate. The regular members are Chuck Engelken, Jay Martin and Daryl Leonard. Dottie Kaminski is the current alternate.

There is now a vacancy because Daryl Leonard is no longer on council. This Board meets quarterly, and a timely appointment by Council to fill the vacancy should be considered. Additionally, the Committee is scheduled to meet on Wednesday, June 13, 2018, to conduct interviews for City auditors.

Council is being asked to consider an appointment to fill a vacancy on the La Porte Fiscal Affairs Committee. Members on this Committee serve without terms, and they must be a council member.

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**Action Required by Council:**

Consider an appointment to fill a vacancy on the La Porte Fiscal Affairs Committee.

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**Approved for City Council Agenda**

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

\_\_\_\_\_  
Date

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>June 11, 2018</u>
Requested By: <u>Corby Alexander – City Manager</u>
Department: <u>Administration</u>
Report ____ Resolution: ____ Ordinance: ____

<u>Appropriation</u>
Source of Funds: <u>N/A</u>
Account Number: <u>N/A</u>
Amount Budgeted: <u>N/A</u>
Amount Requested: <u>N/A</u>
Budgeted Item: YES    NO

Exhibit:

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### SUMMARY & RECOMMENDATION

On August 24, 2015, the City of La Porte entered into an interlocal agreement with the City of Morgan's Point for the purpose of providing municipal court services. The City of La Porte Municipal Court would provide municipal court services for \$20,000 each fiscal year for the first 600 citations processed. Any citations over the 600 were serviced at \$31 per citation. The term of the agreement with the City of Morgan's Point was for three (3) fiscal years plus one (1) month, commencing on September 1, 2015, and extending through September 30, 2018. However, the agreement may automatically be extended in one (1) year terms unless notice of termination is given by June 30 prior to the end of any term.

Staff is requesting the City Council provide direction as it relates to the interlocal agreement with the City of Morgan's Point for the City of La Porte Municipal Court providing municipal court services to their municipality. Does Council want to allow the agreement to renew with no changes, terminate the agreement or recommend changes to the agreement?

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#### Action Required by Council:

Discussion and possible action regarding interlocal agreement for municipal court services to City of Morgan's Point.

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#### Approved for City Council Agenda

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

\_\_\_\_\_  
Date

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

INTERLOCAL AGREEMENT—MUNICIPAL COURT

Whereas, the City of La Porte, Texas, and the City of Morgan's Point, Texas are adjacent to one another, and City of Morgan's Point finds that efficiency of city services will be better served by the use of City of La Porte's facilities for municipal court services; and

Whereas, the parties enter into this Agreement for the purpose of providing municipal court services for the benefit of their communities;

Now, therefore, the City Councils of the City of La Porte and the City of Morgan's Point mutually agree as follows:

I.

City of La Porte and City of Morgan's Point enter into this Agreement by and through their duly elected officials, and it is the intention of both parties to conform this Agreement in all respects with Chapter 791 of the Texas Government Code, more commonly known as "The Interlocal Cooperation Act."

II.

City of La Porte shall:

(a) Provide municipal court clerical services. This includes collecting and receipting fines and court costs, filing Office of Court Administration Reports, filing State Comptroller's Office reports, preparing reports of moving traffic convictions to the Department of Public Safety and all other reasonable and necessary functions of a municipal court. City of La Porte shall collect fines and costs in connection with citations issued by the City of Morgan's Point, process citations in the dedicated court software; answer questions from defendants, enter and clear warrants and cases in SETCIC, Incode and OMNI; and perform other municipal court duties as required in the normal course of business.

(b) Pay all wages, salaries, and other compensation of the court clerks including payroll taxes, retirement, social security taxes, if any, and any other payroll expenses for the services provided by City of La Porte;

(c) Provide facilities for the municipal court judge and prosecutor for City of Morgan's Point to prepare for and hold court, and conduct such activities as are necessary to the fulfillment of court obligations. City of La Porte will provide a municipal court clerk to act for the municipal court of City of Morgan's Point when court is in session.

(d) Timely deposit all fines and costs collected for the City of Morgan's Point to the financial institution of their designation.

### III.

City of Morgan's Point shall:

(a) Pay to City of La Porte for the municipal court services described above the sum of \$20,000.00 for each fiscal year this Agreement is in place for the first 600 citations processed through City of La Porte's Municipal Court under this Agreement, and will pay \$31.00 per citation above 600. This payment shall be prorated and paid monthly. This Agreement shall become effective on September 1, 2015, and City of Morgan's Point shall pay City of La Porte \$1,667.00 for that month.

(b) Provide whatever Ordinances may be necessary to give City of La Porte the full authority, power, rights, and privileges to act for City of Morgan's Point in accordance with this agreement; and

(c) Appoint and provide judicial, prosecutorial and bailiff personnel, including the Municipal Court Judge, Associate or Alternate Court Judge, Prosecuting Attorney, Assistant Prosecuting Attorneys and Clerk of the Court. City of Morgan's Point shall be solely responsible for the payment of any fees due to these appointees, except as provided in Section II (b) of this Agreement.

(d) All case records with final dispositions shall be stored at City of Morgan's Point.

(e) Will ensure that its court software is consistent with that used by City of La Porte. Any costs required for licenses, set up, repair, updates, interfaces, or maintenance to the court management software shall be borne solely by City of Morgan's Point. City of La Porte shall provide the work station to house City of Morgan's Point court software at City of La Porte Municipal Court. City of Morgan's Point agrees to pay the costs of printing citation books and court files.

(f) Will adopt a window fine schedule and standing orders that are identical to those of City of La Porte.

### IV.

This Agreement shall be for a term of three fiscal years plus one month, commencing on September 1, 2015, and extending through September 30, 2018; provided, however, that this Agreement shall automatically extend for successive one year terms unless notice of termination is given by June 30 prior to the end of any term. Provided further, that either party may terminate this Agreement by giving notice to the other party at least 90 days prior to the date of termination. All written notice shall be sent to the address of the parties shown herein.

### V.

In order to have a more effective relationship between the parties, and to provide the best possible municipal court operations, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the City Administrator of City of Morgan's

Point and the City Manager of City of La Porte, or their designee, and they may also bring any questions to the governing bodies of the respective cities.

VI.

(a) At all times this agreement is in force, the municipal court clerk of City of La Porte shall be under the supervision of the appropriate staff at City of La Porte, and is fully an employee of the City of La Porte. City of Morgan's Point shall have no supervisory role or obligation for employment conditions.

(b) Each party shall pay for services provided under this Agreement out of current annual funds.

(c) Each party agrees that this Agreement fairly compensates each party for the services and functions performed under this Agreement.

(d) To the extent permitted by law, no public official or employee of either City of Morgan's Point or City of La Porte shall be personally liable for any action arising from the performance of duties under this Agreement.

(e) The City of Morgan's Point municipal court staff and police force have been responsible for issuance of tickets and all legal requirements related to the processing of citations through their own municipal court, and will continue to have its own police force issue tickets within its boundaries. City of Morgan's Point agrees to hold the City of La Porte harmless as to any errors in the issuance of citations, paperwork or other court management activities that City of La Porte has no involvement in or control over.

VII.

Independent Contractor. Both parties mutually agree that City of La Porte is an independent contractor, and shall have exclusive control of performance hereunder, and is in no way to be considered an employee of the City of Morgan's Point. Nothing herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint-venturers, or any similar relationship.

VIII.

Risks. Each party agrees to carry such policies of insurance as each deems appropriate to cover any risks arising out of this Agreement; provided further that City of La Porte agrees to carry, as a minimum, insurance with liability limits of One Million Dollars "aggregate." Policies are available for inspection by City of Morgan's Point upon request.

IX.

No third party beneficiaries. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.

X.

No waiver of immunity. Nothing in this Agreement shall be construed to waive any immunities from suit or liability enjoyed by the parties, their past or present officers, employees, or agents.

XI.

Venue. Venue for any dispute arising under this Agreement shall lie exclusively in the state and federal courts of Harris County, Texas.

XII.

Amendments. This agreement may be modified, changed, or altered at any time, upon mutual agreement of parties, provided that any such modification, change, or alteration be reduced to writing.

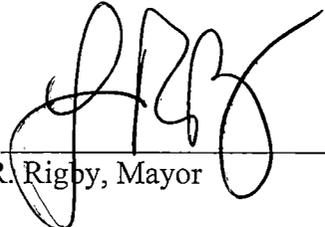
XIII.

Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect, and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

IN WITNESS WHEREOF, we have hereunto set our hands effective the \_\_\_\_\_ day of \_\_\_\_\_, 2015, in duplicate originals in Harris County, Texas.

CITY OF LA PORTE

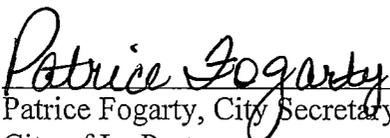
CITY OF MORGAN'S POINT

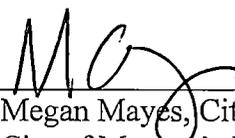
By:   
Louis R. Rigby, Mayor

By:   
Michel J. Bechtel, Mayor

ATTEST:

ATTEST:

  
Patrice Fogarty, City Secretary  
City of La Porte

  
Megan Mayes, City Secretary  
City of Morgan's Point



**4. Demolish the pool, demolish the playground, backfill the pool, and replace it with a small scale playground: \$55,000 or \$65,000**

Option A: \$55,000

Public Works would demolish the pool and playground keeping the pool in place and filling it with demolition debris. A smaller scale playground would be placed in the location of the current playground. If we were to move the playground to the current pool area, staff has concerns that the debris and pool that remain underground with interfere with placing the playground equipment footings.

Demolition (pool remains underground)	\$ 5,000
Playground & Installation	\$50,000
<b>TOTAL</b>	<b>\$55,000</b>

Option B: \$65,000

A contractor would be hired to demolish and remove everything. Public Works would backfill the area. The new playground could be placed anywhere on the property.

Demolition (pool removed)	\$15,000
Playground & Installation	\$50,000
<b>TOTAL</b>	<b>\$65,000</b>

**5. Demolish the pool (removing it completely), demolish the playground, backfill the pool area and replace it with a small scale splash park: \$290,000 plus annual recurring costs for utilities and chemicals**

This would include a contractor's demolition and removal of the structures on site (pool and playground) and installation of a small scale splash park. This splash park would be approximately one-half the size of our current splash park at Fairmont Park on Farrington. A conceptual plan of the splash park has been attached as an exhibit. Note that this does not include any shade structures or benches, which would add an additional expense.

Demolition (pool removed)	\$ 15,000
Splash Park	\$250,000
10% Splash Park Contingency	\$ 25,000
<b>TOTAL</b>	<b>\$290,000</b>

Staff is looking for direction from Council on how to proceed with the amenities at this property. It is important to note that Farimont Park West's Pool is approximately 0.6 miles away from Fairmont Park Pool on Hillridge.

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**Action Required by Council:**

Discussion and possible action regarding the property and facilities at 9801 Rustic Gate Road.

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**Approved for City Council Agenda**

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Corby D. Alexander, City Manager

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Date

MINUTES - REGULAR MEETING  
OF THE  
LA PORTE CITY COMMISSION, LA PORTE, TEXAS  
OCTOBER 18, 1978  
7:00 P.M.

MEMBERS OF THE COMMISSION PRESENT: Mayor J. J. Meza;

Commissioners John Tomerlin, I. J. Kibodeaux, Virginia Cline, and Tom C. Simons.

MEMBERS OF THE COMMISSION ABSENT: None.

OTHER CITY OFFICIALS PRESENT: J. R. Hudgens, City Administrator;

Margie Goyen, City Clerk; H. F. Freeman, Chief of Police; Gerard Nutting, Director of Public Works; Stan Sherwood, Parks & Recreation Director; D. R. Mc Laughlin, Fire Marshal; Knox Askins, Attorney.

OTHER CITY OFFICIALS ABSENT: Joe Sease, Fire Chief.

OTHERS PRESENT: David Corbin of Busch, Hutchison & Associates, Consulting Engineers and miscellaneous contractors.

PRESIDING: Mayor J. J. Meza.

+ + +

1. CALL TO ORDER - Mayor Meza called the meeting to order.

+ + +

2. INVOCATION - Commissioner Simons gave the invocation.

+ + +

3. APPROVAL OF MINUTES - JOINT PUBLIC HEARING - OCTOBER 4, 1978 - REGULAR MEETING - OCTOBER 4, 1978 - Motion by Commissioner Cline, seconded by Commissioner Tomerlin to approve the minutes of the Joint Public Hearing and the Regular Meeting of October 4, 1978, as presented. Motion carried by the following vote:

AYES: Commissioners Tomerlin, Kibodeaux, Cline, and Simons.  
NAYS: None.

+ + +

4. ACCEPT BIDS - WATER AND SANITARY SEWER LINE EXTENSIONS ON NORTH 16TH STREET (FROM CREST LANE TO NORTH "P" STREET ) - SOUTHERN PACIFIC - The following bids were opened and read:

<u>BIDDER</u>	<u>VITRIFIED CLAY</u>	<u>P.V.C.</u>
I.O.I. SYSTEMS, INC. Houston, Texas	No Bid	\$194,047.00
R. T. BISHOP CONST. CO. P. O. Box 961 Baytown, Texas 77520	\$126,436.20	\$129,344.95
BEN FELTS UTILITY CONT. P. O. Box 1249 Pearland, Texas 77581	\$154,480.71	\$156,143.71
SAN JACINTO BORING & TUNNELING, INC. P. O. Box 106	\$189,318.70	\$186,341.95
TEJAS UTILITIES, INC. 6590 College No. 47 Beaumont, Tex. 77707	\$120,135.00	\$109,560.00
MC KEY CONT. & EQUIP. La Porte, Texas	\$115,297.50	\$119,867.50
FAIRWAY EQUIP. CORP. 6650 Sylvan Houston, Texas 77023	\$123,297.00	\$122,178.25
E.B.L., INC. 3816 Fannin Houston, Texas 77004	\$219,690.00	\$210,290.00
ABLE SERVICES Houston, Texas 77015	\$145,500.00	\$146,842.50

- 4. ACCEPT BIDS - WATER AND SANITARY SEWER LINE EXTENSIONS ON NORTH 16TH STREET (FROM CREST LANE TO NORTH "P" STREET) (CONTINUED)  
Motion by Commissioner Tomerlin, seconded by Commissioner Kibodeaux to accept the bids for tabulation and recommendation. Motion carried by the following vote:

AYES: Commissioners Tomerlin, Kibodeaux, Cline, and Simons.  
NAYS: None.

+ + +

- 5. CONSIDER CANCELING REGULAR WORK SHOP MEETING OF OCTOBER 25, 1978, DUE TO DUCKS UNLIMITED BANQUET - Motion by Commissioner Kibodeaux, seconded by Commissioner Simons to cancel the Regular Work Shop Meeting of October 25, 1978, due to the Ducks Unlimited Banquet. Motion carried by the following vote:

AYES: Commissioners Tomerlin, Kibodeaux, Cline, and Simons.  
NAYS: None.

+ + +

- 6. CONSIDER CHANGING NOVEMBER 1, 1978, REGULAR MEETING TO NOVEMBER 8, 1978, AT 7:00 P.M., DUE TO TEXAS MUNICIPAL LEAGUE CONVENTION - Motion by Commissioner Tomerlin, seconded by Commissioner Cline to change the Regular Meeting of November 1, 1978, to November 8, 1978, at 7:00 P.M., due to the Texas Municipal League Convention being held in Fort Worth. Motion carried by the following vote:

AYES: Commissioners Tomerlin, Kibodeaux, Cline, and Simons.  
NAYS: None.

+ + +

- 7. CONSIDER APPROVING PROPOSED RESOLUTION NO. 78-9 - HOUSING ASSISTANCE - After the proposed resolution was read in full, motion by Commissioner Simons, seconded by Commissioner Cline to approve Resolution No. 78-9 as read. Motion carried by the following vote:

AYES: Commissioners Tomerlin, Kibodeaux, Cline, and Simons.  
NAYS: None.

+ + +

- 8. CONSIDER APPROVING PROPOSED ORDINANCE NO. 1136 - AN ORDINANCE AUTHORIZING LEASE BETWEEN THE CITY AND FAIRMONT PARK WEST COMMUNITY IMPROVEMENT ASSOCIATION, INC., - CITY OF LA PORTE PARK SITE - After the proposed ordinance was read in full, motion by Commissioner Tomerlin, seconded by Commissioner Kibodeaux to approve Ordinance No. 1136 as read. Motion carried by the following vote:

AYES: Commissioners Tomerlin, Kibodeaux, Cline, and Simons.  
 NAYS: None.

CAPTION: AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY CLERK OF THE CITY OF LA PORTE FOR AND ON BEHALF OF THE CITY OF LA PORTE TO EXECUTE AND TO AFFIX THIS SEAL OF THE CITY TO AN AGREEMENT OF LEASE BETWEEN THE CITY, AS LESSOR, AND FAIRMONT PARK WEST COMMUNITY IMPROVEMENT ASSOCIATION, INC., AS LESSEE, FOR A PERIOD OF FORTY YEARS, BEGINNING ON THE 1ST DAY OF OCTOBER, 1978, AND ENDING ON THE 30TH DAY OF SEPTEMBER, 2018, FOR A LEASE OF A CITY OF LA PORTE PARK SITE, ACCORDING TO THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN SAID AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF THIS ORDINANCE.

+ + +

- 9. CONSIDER APPROVING PROPOSED ORDINANCE NO. 780-QQ - AN ORDINANCE REZONING LOTS 1, 2, AND 3, BLOCK 30, BEACH PARK SUBDIVISION - After proposed ordinance was read in full, motion by Commissioner Cline, seconded by Commissioner Tomerlin to approve Ordinance No. 780-QQ as read. Motion carried by the following vote:

AYES: Commissioners Tomerlin, Kibodeaux, Cline, and Simons.  
 NAYS: None.

CAPTION: AN ORDINANCE AMENDING ORDINANCE NO. 780, THE CITY OF LA PORTE ZONING ORDINANCE, BY CHANGING THE CLASSIFICATION OF THAT CERTAIN PARCEL OF LAND HEREIN DESCRIBED; AND PROVIDING AN EFFECTIVE DATE HEREOF.

+ + +

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY CLERK OF THE CITY OF LA PORTE FOR AND ON BEHALF OF THE CITY OF LA PORTE TO EXECUTE AND TO AFFIX THIS SEAL OF THE CITY TO AN AGREEMENT OF LEASE BETWEEN THE CITY, AS LESSOR, AND FAIRMONT PARK WEST COMMUNITY IMPROVEMENT ASSOCIATION, INC., AS LESSEE, FOR A PERIOD OF FORTY YEARS, BEGINNING ON THE 1ST DAY OF OCTOBER, 1978, AND ENDING ON THE 30TH DAY OF SEPTEMBER, 2018, FOR A LEASE OF A CITY OF LA PORTE PARK SITE, ACCORDING TO THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN SAID AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, FAIRMONT PARK WEST COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, desires to lease a City of La Porte park site situated in Section Three (3), Fairmont Park West Subdivision, Harris County, Texas; and

WHEREAS, the CITY OF LA PORTE has agreed with the said FAIRMONT PARK WEST COMMUNITY IMPROVEMENT ASSOCIATION, INC., upon the terms, conditions, and agreements of a lease for a period of forty (40) years, all as therein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LA PORTE:

Section 1. That the Mayor and the City Clerk of the City of La Porte, Texas, be, and they are hereby authorized and directed to execute for and on behalf of said City an agreement of lease with Fairmont Park West Community Improvement Association, Inc., for a period of forty (40) years, beginning October 1, 1978, and ending September 30, 2018, for the lease of a City of La Porte park site in Section Three (3), Fairmont Park West Subdivision, Harris County, Texas, according to the terms, provisions, and conditions contained in such agreement, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

Section 2. If any section, paragraph, clause, or sentence shall be declared void and unenforceable or unconstitutional, it is hereby declared to be the intention of the Commission that the remainder of such Ordinance shall remain in full force and effect.

Ordinance No. 1136, Page 2.

Section 3. This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED this the 18 day of October, 1978.

CITY OF LA PORTE

By \_\_\_\_\_  
J. J. Meza, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

Knox W. Adams  
City Attorney



IV.

LESSEE shall not have the right to sell or assign this lease, or to sublet the leased premises, or any part thereof.

V.

This lease is entered into pursuant to the authority of City of La Porte Ordinance No. 705-I, passed and approved by the City Commission of the City of La Porte on the 20th day of September, 1978.

LESSEE certifies that it is a duly qualified homeowner's association, which meets the minimum standards promulgated by the United States Department of Housing and Urban Development, for qualification for FHA and/or VA loans; and that it has been incorporated as a Texas non-profit corporation.

LESSOR leases the demised premises to LESSEE, for operation by LESSEE as a park and recreation area, for the recreation of residents and their guests of Sections Two (2), Three (3), Four (4), and future Section Five (5), all in Fairmont Park West, all being subdivisions in the W. M. Jones Survey, A-482, Harris County, Texas, according to the respective maps or plats thereof which have been filed, or which hereafter may be filed, in the office of the County Clerk of Harris County, Texas, reference to which is here made for all purposes.

Section Two (2) has One Hundred Seventy-two (172) building sites; Section Three (3) has Two Hundred Twenty-five (225) building sites; Section Four (4) has Two Hundred Twenty-two (222) building sites; and Section Five (5) will, when developed, have approximately One Hundred Fifty-three (153) building sites.

VI.

LESSEE shall not place or suffer any Deed of Trust, Mortgage, Mechanic's, or any other type of lien, on the demised premises, or upon the permanent improvements thereon erected, and any person, firm or corporation making any loans

or advances to LESSEE, for such improvements, shall look solely to the revenues of LESSEE for the retirement of any such indebtedness by LESSEE.

VII.

LESSOR reserves the right, from time to time, acting by and through its City Commission, to establish minimum standards for the type and quality of facilities to be erected by LESSEE on the demised premises, and for the maintenance thereof, and for the staffing of such facilities; providing minimum ratios of off street parking, based upon the amount of acreage in the demised premises; and such other matters regarding the health, welfare, and safety, of the persons utilizing such facilities as the City Commission in its discretion may from time to time promulgate. Nothing contained in this lease shall be construed as a restriction upon the power of the City Commission of the City of La Porte, from time to time to promulgate, by Ordinance, such reasonable rules and regulations concerning the maintenance, operation, health, safety and welfare of the park facility herein demised, and of the persons utilizing the same.

VIII.

Ordinance No. 705-I of the City of La Porte, together with Exhibit "A" attached thereto, containing the current minimum standards of the United States Department of Housing and Urban Development, for homeowner's associations, are hereby incorporated by reference in this lease, and made a part hereof for all purposes.

IX.

LESSEE shall be obligated to maintain its leased premises in a good state of repair and neat appearance, and keep the grass mowed at all times. LESSEE shall provide adequate refuse containers on the demised premises, and regularly deposit the contents of same into such refuse containers as may be required by the LESSOR, from time to time,

or by such independent contractor as may serve the area, if the general area in which the demised premises is located is not provided refuse collection service by LESSOR. LESSEE shall provide necessary permanent sanitary facilities, telephone, and other services that may be required to protect the health, welfare and safety of LESSEE'S patrons.

X.

LESSEE agrees to obtain and maintain at its sole cost and expense, public liability insurance and property damage insurance on the leased premises to protect LESSOR and LESSEE against all loss or damage from the claims of all persons who may be in or on these premises by the invitation, consent or sufferance of LESSEE. Such public liability insurance shall have minimum bodily injury limits of One Hundred Thousand Dollars (\$100,000) for each person and Three Hundred Thousand Dollars (\$300,000) for each accident, and property damage limits of One Hundred Thousand Dollars (\$100,000) for each accident with respect to any accident occurring on the leased premises. LESSEE shall furnish LESSOR certificates of all insurance coverage.

XI.

LESSEE shall use due care and diligence in all activities and operations on the premises, and will indemnify and save harmless from any liabilities, loss, costs or other expense of any nature. LESSEE shall give LESSOR immediate notice of any matter covered hereby and shall forward to LESSEE every demand, notice, summons or other process received in any claim or legal proceeding covered hereby.

XII.

In case of bankruptcy or insolvency on the part of LESSEE, or in case of any receiver being appointed to take charge of the property, or any portion of the property of LESSEE, in or upon the premises hereby leased, then and in

such event the LESSOR may, at its option, declare this lease to be terminated or forfeited by the LESSEE; and LESSOR shall be entitled in such event to the immediate possession of such premises and no receiver, trustee in bankruptcy, or assigns for the benefit of creditors shall acquire in any such case any of the rights of the LESSEE hereunder; the landlord's lien, however, in such event, shall not cease and the liability of the LESSEE for the damages on account of breach of any obligation to be performed by the LESSEE under the terms of this lease shall continue and remain in full force and effect.

XIII.

Failure on the part of the LESSEE to perform any of the terms, agreements, conditions and covenants imposed by this lease shall, at the option of the LESSOR, cancel the lease and all rights of LESSEE shall be thereupon terminated and all buildings and permanent improvements placed on said Park by LESSEE shall become the property of the LESSOR; provided, however, LESSEE shall have sixty (60) days written notice from LESSOR in which to correct any default before cancellation. In the event that LESSEE fails to correct any such default during such sixty (60) day period, LESSOR, its agents or attorneys, shall have the right to re-enter and remove all persons therefrom without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or LESSOR, its agents or attorneys, may resume possession of the premises and re-let the same for the remainder of the term for the best rental it may obtain, for account of LESSEE, which shall make good any deficiency. The failure of the LESSOR to insist in any one or more instances upon performance of any of the terms or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term or condition.

XIV.

Upon the termination of this lease, it is understood and agreed between the parties that any permanent improvements erected on the leased premises by LESSEE shall be the property of LESSOR.

XV.

LESSOR covenants that LESSOR has good right and lawful authority to execute this Lease, that throughout the term hereof LESSEE shall have, hold and enjoy peaceful and uninterrupted possession of all of the premises hereby leased and granted, subject always to the performance of the covenants, as herein provided to be paid and performed by LESSEE.

XVI.

Notices provided for in this Lease shall be sufficient if sent by registered mail, postage prepaid, addressed, if to LESSOR, to the City of La Porte, 604 W. Fairmont Parkway, Attention: Mayor, La Porte, Texas; and, if to LESSEE, to its registered agent, Eddie V. Gray, 707 Memorial Drive, Baytown, Texas 77520, or to such other respective addresses as the Parties hereto may designate in writing from time to time.

XVII.

Nothing in this Lease contained shall be construed as requiring LESSEE to allow the use of the demised premises by persons other than the lawful residents of the said Sections Two (2), Three (3), Four (4), and Five (5), Fairmont Park West Subdivisions, Harris County, Texas, and their invitees. However, members of the Association and their invitees shall be entitled to use of such facility on a non-discriminatory basis, subject to the reasonable rules and regulations of LESSEE.

XVIII.

All references herein contained to LESSOR and to LESSEE, shall be deemed to include the successors, assigns, and legal representatives of each.

IN WITNESS WHEREOF, the Parties hereto have hereunto signed and sealed this instrument in several duplicate originals, this the 1st day of October, 1978.

CITY OF LA PORTE (LESSOR)

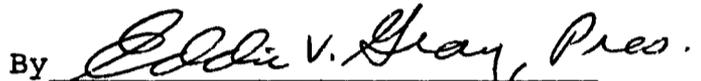
By   
J. J. Meza, Mayor

ATTEST:

  
City Clerk

FAIRMONT PARK WEST COMMUNITY  
IMPROVEMENT ASSOCIATION, INC.

(LESSEE)

By   
Eddie V. Gray, President

ATTEST:

  
Secretary

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. J. MEZA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

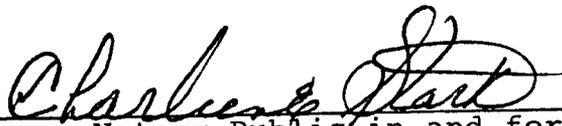
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19  
day of October, A.D. 1978.

  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared EDDIE V. GRAY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19  
day of October, A.D. 1978.

  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

108-94-0253

THE STATE OF TEXAS, }  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That FAIRMONT PARK, JOINT VENTURE, acting herein by and through EDDIE V. GRAY, Trustee, and G. DECKER MCKIM, Trustee, both of Harris County, Texas,

~~of the County of~~ ~~State of~~, for and in consideration of  
the sum of TEN AND NO/100 (\$10.00)-----  
----- DOLLARS,  
cash, and other good and valuable considerations,

FILED  
7  
A  
to it in hand paid by  
RECORDED  
CITY OF LA PORTE, a municipal corporation,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said  
CITY OF LA PORTE,  
of the County of Harris, State of Texas, all that certain  
lot, tract or parcel of land lying and being situated in the County  
of Harris, State of Texas, described as follows, to-wit:

That certain lot, tract, or parcel of land, known as "Reserve 'A'," containing 1.162 acres, more or less, as shown on the Plat of Section Three (3), FAIRMONT PARK WEST, as recorded in Volume 270, Page 63, of the Map Records of Harris County, Texas, reference to which is here made for all purposes.

RECORDER'S MEMORANDUM  
ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said  
CITY OF LA PORTE, its successors

~~and~~ and assigns forever; and it <sup>es</sup> do hereby bind itself, its successors and assigns, ~~to~~ to Warrant and Forever Defend all and singular the said premises unto the said CITY OF LA PORTE, its successors and assigns, ~~and~~ against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness its hand ~~at~~  
this 2nd day of OCTOBER, A. D. 1978.

Witnesses at Request of Grantor:  
\_\_\_\_\_  
\_\_\_\_\_

FAIRMONT PARK, JOINT VENTURE, *30*  
By: *Eddie V. Gray*, Trustee  
EDDIE V. GRAY, Trustee  
By: *G. Decker McKim*  
G. DECKER MCKIM, Trustee  
TRUSTEE

ACKNOWLEDGMENT

108-94-0254

THE STATE OF TEXAS,
COUNTY OF HARRIS

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared EDDIE V. GRAY,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 5th day of October, A.D. 1978.

Notary Public, Jean Ferrel Harris County, Texas
My Commission Expires June 19, 1980

ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF HARRIS

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared G. DECKER MCKIM,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 5th day of October, A.D. 1978.

Notary Public, Jean Ferrel Harris County, Texas
My Commission Expires June 19, 1980

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of, A.D. 19

(L.S.)

Notary Public, County, Texas
My Commission Expires

CLERK'S CERTIFICATE

THE STATE OF TEXAS,
COUNTY OF

Clerk of the County Court of said County, do hereby certify that on day of, A. D. 19 record in my office on the day of recorded this day of

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

OCT 6 1978

WITNESS MY HAND AND SEAL OF THE COUNTY COURT the day and year



Petermont
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED

Oct 6 1 58 PM '78

WARRANTY DEED

FROM FAIRMONT PARK, JOINT VENTURE,

TO CITY OF LA PORTE

FILED FOR RECORD

this day of, A. D. 19 at o'clock M.

County Clerk, Co., Tex.

By Deputy.

RECORDED

A. D. 19

County Recorder,

Book, Page

County Clerk.

Deputy.

Recording Fee \$

This instrument should be filed immediately with the County Clerk for record.

MARTIN Stationery Co., Dallas

DECKER MCKIM
3403-Spencer Hwy
PASADENA, TEXAS 77504



City of Laporte  
City Hall  
604 W. Fairmont Parkway  
La Porte, TX 77571

May 12, 2018

Attn: David Hefner & Scott Bradley

David & Scott:

Listed below are the items that your requested that I looked at concerning the Fairmont swimming pool.

In order to get a complete list of all code related items that are required it would be good to hire an aquatics engineer. I suggest contacting Harry Beckwith at (713) 532-2007 with Waterscape Consultants.

The cost to replace the existing pool pump room suction and discharge piping is \$16,400.

This price includes all new schedule 40 piping, new four-inch suction valves, new filter gauges, new filter bulkheads, and a four-inch four valve filter / backwash system.

We will also have to break out the pump room floor in three places in order to access the original piping. It is possible that during this process the old brittle piping could break thereby increasing this cost.

The cost for a 5 hp 1 phase Pentair EQ Series pump is \$6,400.

The City will be responsible for wiring the new pump. This will provide approximately an eight-hour turnover rate based on the pool being 116,000 gallons.

The pool will need to be drained about a foot in order to do the plumbing work and install the depth markers. The City will do this.

There is currently a suction air leak in the pool system. This piping may or may not correct this problem.

The cost to replace all of the deck mounted and water line depth markers, and install six more No Diving symbols and lettering is \$6,800. This price also includes a small amount of water line tile repair.

This includes cleaning the pool (based on it being clean when we start) and balancing the water as the system will be down for about 10 days.

The cost to attempt to blow out the pool suction and return lines is \$1,500. This may or may not completely clear the lines.

The fill line needs a soft pliable wrapping put over the end of it. The cost for this is \$20.

P.O. Box 670345  
Houston, TX 77267

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

Office: 281-583-7665  
Fax: 281-290-0618



The cost for a leak detection is \$1,750.

The coping is higher than the deck at places around the deck around the pool creating a "toe stubber" area. Does the City want to address this or do I need to provide pricing for this? There is also a need for a small amount of concrete repair in this area.

The existing coping is rough and needs some grout.

The installed cost for an Aqua Creek Scout 2 lift is \$5,800. This has a 375 lb. capacity.

The cost for a new four step ladder is \$850. This price is based on using the existing anchors.

The cost a new Bacs System 3 Chemical controller, Pulsar P3 Tablet Chlorinator with booster pump and acid pump is \$7,600. Chemicals are not included in this price.

You will need to be sure that the state mandated safety equipment is on hand.

In the course of this project there are typically unforeseen items that occur. It would be good to have a contingency fund for this project.

In order to start this project ASAP, we would need to get the go ahead for this work.

Our approximate start date for the project is June 11, and completion date is approximately July 2<sup>nd</sup>. We realize the significance of finishing this ASAP and we will endeavor to do so especially to have the pool open by July 4<sup>th</sup>.

Over the years Hancock Pool Services has completed many similar projects to the complete satisfaction of our customer. I have attached a list of them for your review.

Thank you for the opportunity to quote this work.

Sincerely,

Pat Hancock

**POOL REPAIR SUMMARY FOR FPW  
HANCOCK POOL SERVICES, INC.**

ITEM	COST
Replace existing pool pump room suction and discharge piping	\$16,400
New pump	\$6,400
Deck mounted & water line mounted depth marker replacement	\$6,800
Blow out pool suction and return lines	\$1,500
Fill line pliable wrapping cover on end	\$20
Leak Detection	\$1,750
ADA Chair Lift	\$5,800
4 Step Ladder	\$850
Chlorinator and acid pump	\$7,600
<b>TOTAL</b>	<b>\$47,120</b>

Notes:

- This does not include contingency. The concern is breakage of old brittle piping.
- They suggest hiring an aquatics engineer to get a complete list of all code related items.
- City responsible for wiring the new pump.
- Approximate project timeline June 11-July 2.
- Hancock Pool Services is a Buy Board Vendor.
- \$1,764 has already been spent on repairs.
- \$2,481 plus benefits has been spent in staff time.

# La Porte Rustic Gate SplashPark

La Porte, Texas

Project No. 21144  
**CONCEPTUAL DOCUMENTS**  
May 2018

PREPARED BY:  
**KRAFTSMAN LP**

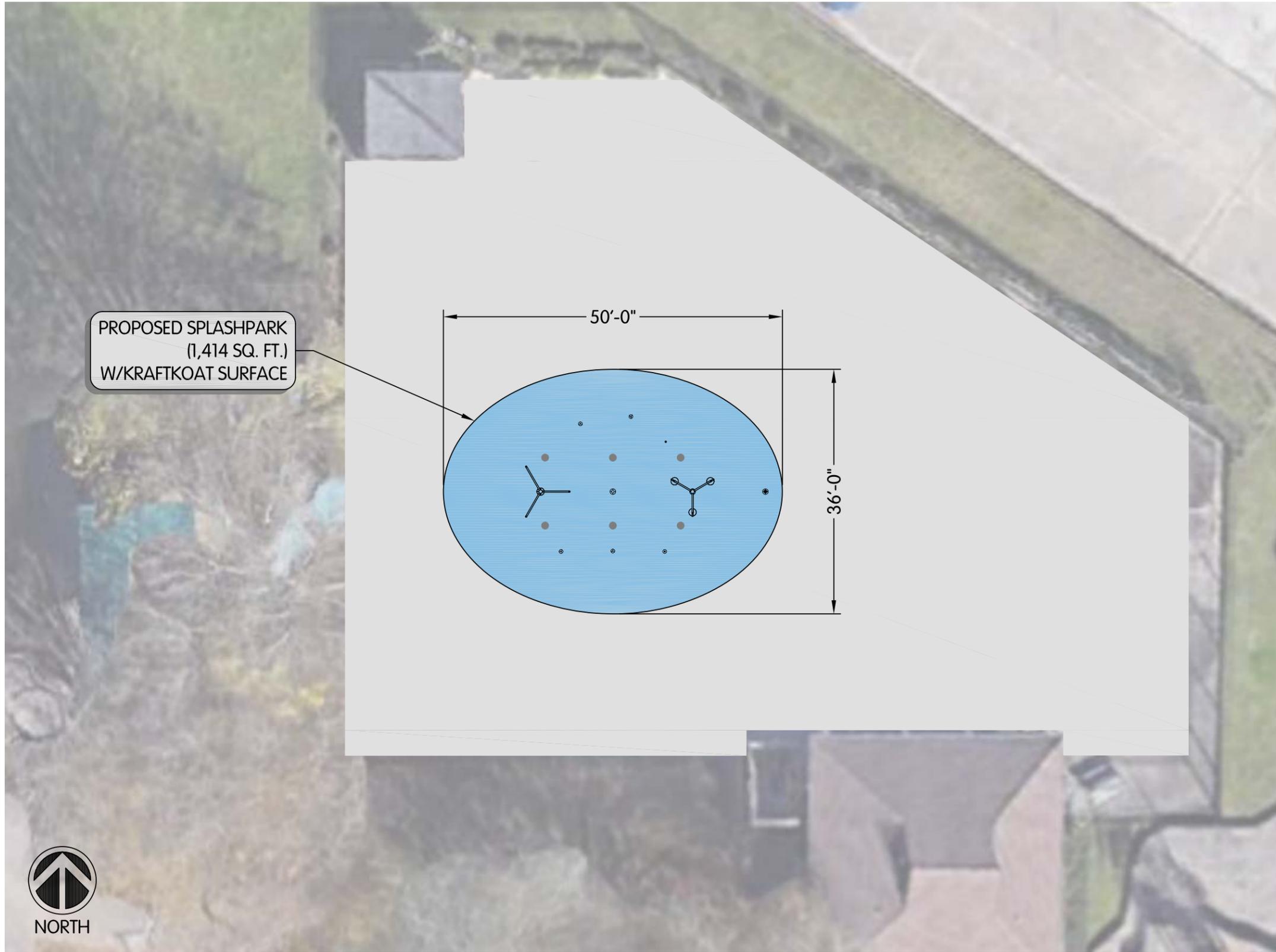


19535 Haude Road  
Spring, TX 77388  
800.451.4869  
kraftsmanplay.com

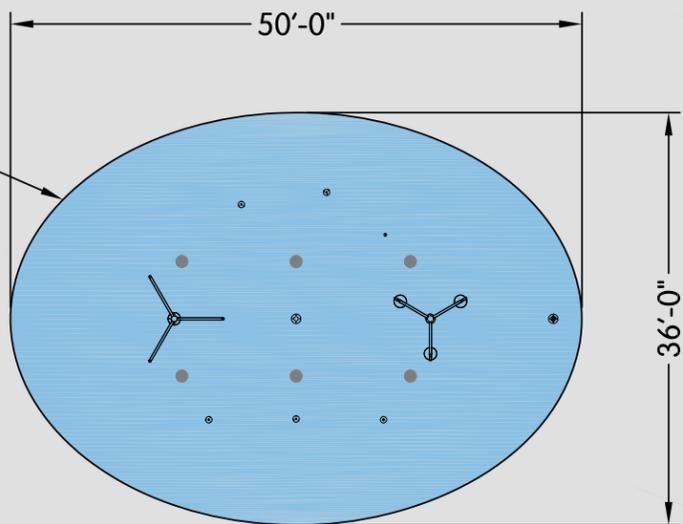
#### SHEET INDEX

SHEET NO.	DESCRIPTION
K100	Cover Page
PD100	Site Plan
PD101	Concept Plan
PD102	Feature Examples





PROPOSED SPLASHPARK  
(1,414 SQ. FT.)  
W/KRAFTKOAT SURFACE



kraftsmanplay.com  
800.451.4869

SCALE

1/16"=1'

SALES REP

David Ondrias

PROJECT NO.  
21144

La Porte Rustic Gate SplashPark  
La Porte, Texas

VIEW  
Site Plan

DESIGNER  
MZB

DATE  
05-10-18

REVISION  
0

OPTION  
1

SHEET NO.  
PD100

Note: Drawing should not be scaled unless in its original 11" x 17" printed format

**PRELIMINARY DESIGN - NOT FOR CONSTRUCTION**

IF THIS FILE HAS BEEN TRANSMITTED ELECTRONICALLY, THE ORIGINAL IS IN THE OFFICE OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. THE ELECTRONIC DOCUMENT WAS RELEASED BY KRAFTSMAN FOR A SPECIFIC USE. NO OTHER USE OR MODIFICATION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. ALL INSTRUMENTS OF SERVICE, INCLUDING ORIGINAL DRAWINGS, AND SPECIFICATIONS PREPARED BY KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT SHALL REMAIN THE PROPERTY OF KRAFTSMAN AND MAY NOT BE USED FOR ANY PURPOSES NOT SPECIFICALLY AGREED TO IN WRITING BY KRAFTSMAN. ALL REPRODUCTIONS OF THE INSTRUMENTS OF SERVICE SUPPLIED TO THE OWNER MAY BE USED BY THE OWNER FOR ANY PURPOSES RELATED TO THE SUBJECT PROPERTY. IN THE EVENT THAT ANY CHANGES ARE MADE IN THE PLANS AND/OR SPECIFICATIONS BY THE OWNER OR PERSONS OTHER THAN KRAFTSMAN, ANY AND ALL LIABILITY ARISING OUT OF SUCH CHANGES SHALL BE FULL RESPONSIBILITY OF THE OWNER UNLESS OWNER HAS RECEIVED KRAFTSMAN'S WRITTEN CONSENT FOR SUCH CHANGES.



kraftsmanplay.com  
800.451.4869

SCALE

3/16"=1'

SALES REP

David Ondrias

PROJECT NO.  
21144

VIEW  
Concept Plan

DESIGNER  
MZZ

DATE  
05-10-18

REVISION  
0

OPTION  
1

SHEET NO.  
PD101



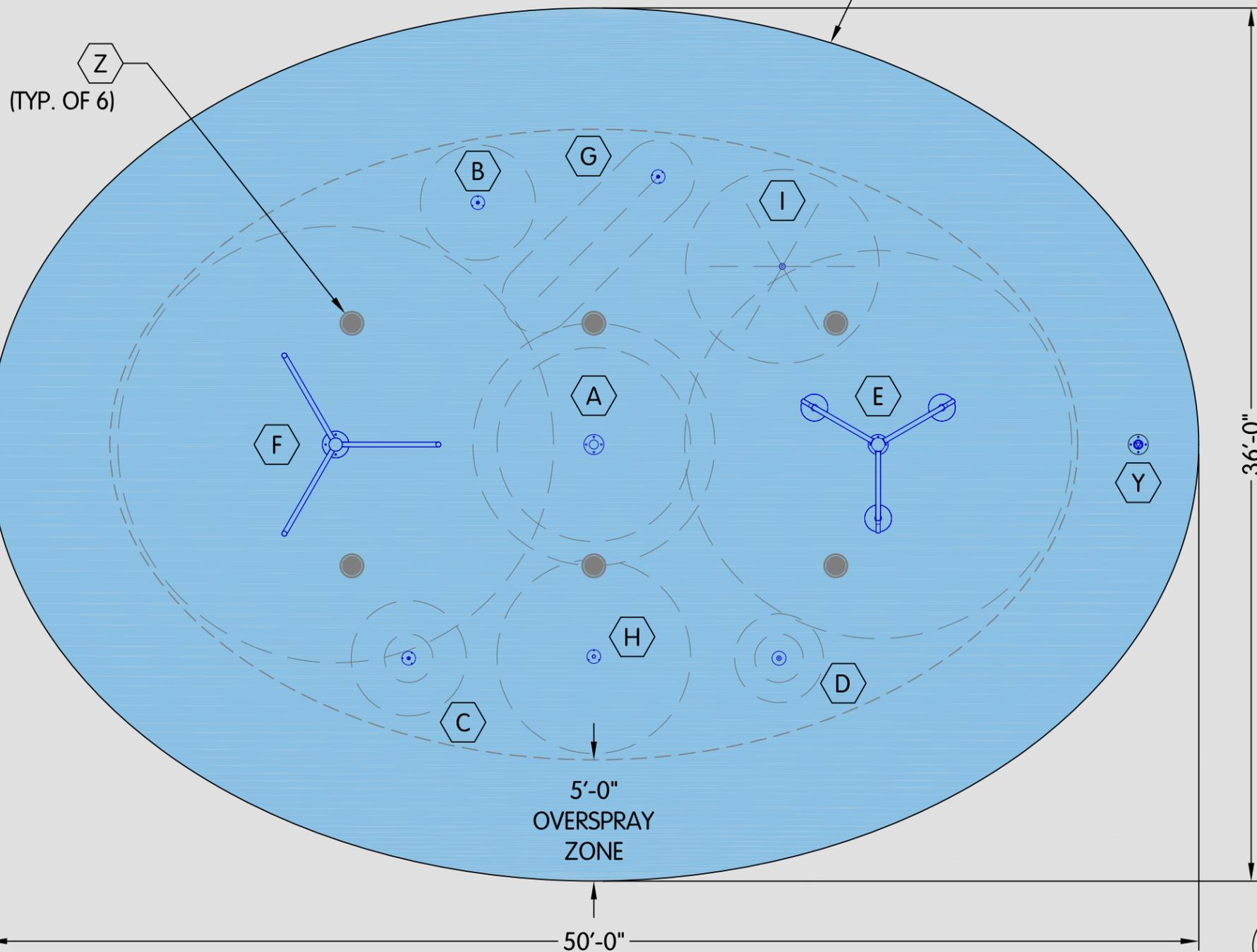
La Porte Rustic Gate SplashPark  
La Porte, Texas

PROPOSED SPLASHPARK  
(1,414 SQ. FT.)  
W/KRAFTKOAT SURFACE

FEATURE SCHEDULE			
○	DESCRIPTION	QTY	GPM
A	W010 MUSHROOM MAZE 3' HIGH - 8' SPREAD 40 GPM @ 3 PSI	1	40
B	W011 JET WAY 4' HIGH 9 GPM @ 4 PSI	1	9
C	W071 WATER FLOWER 1' HIGH - 2' SPREAD 10 GPM @ 1 PSI	1	10
D	W085 SPLASH-O-LATOR 4' HIGH 7 GPM @ 3 PSI	1	7
E	W103-3 FILL N' SPILL 3 11'-2" HIGH 5-15 GPM @ 6 PSI	1	15
F	W023 SILLY SHOWER 14'-11" HIGH 30-120 GPM @ 5 PSI	1	120
G	W006 AQUA ARCH 6' HIGH - 10' THROW 7 GPM @ 4 PSI	1	7
H	W043 DANDELION DOME 2' HIGH - 6' SPREAD 5 GPM @ 3 PSI	1	5
I	W125 SIMPLE SPRAY 4' HIGH 18 GPM @ 3 PSI	1	18
Y	W009 TOUCH & GO WIRED ACTIVATOR	1	0
Z	860-6PNV DRAIN BY SIOUX CHIEF (LOCATIONS BY INSTALLER)	6	0
MAXIMUM TOTAL FLOW RATE: 231 GPM			
TOTAL SPLASHPARK AREA: 1,414 SQ. FT.			
MAXIMUM TOTAL OF USERS: 56			

NOTES:

- 5'-0" OVERSPRAY BUFFER INCLUDED AT EDGE OF SPLASH DECK.
- AVERAGE FLOW RATE DURING OPERATION VARIES BASED ON SPRAY FEATURE SEQUENCING. FLOW RATE FOR TYPICAL SEQUENCING CYCLES AVERAGES 60% OF MAXIMUM TOTAL FLOW RATE.
- CONCRETE IS RECOMMENDED TO NOT EXCEED A 2% SLOPE TO ALLOW FOR ADACOMPLIANCE. THE DROP IS RECOMMENDED TO BE AT LEAST 2" FOR PROPER DRAINAGE.



Z  
(TYP. OF 6)

36'-0"

5'-0"  
OVERSPRAY  
ZONE

50'-0"



Note: Drawing should not be scaled unless in its original 11" x 17" printed format

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

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SCALE

N. T. S.

SALES REP

David Ondrias

PROJECT NO. 21144

VIEW Feature Examples

DESIGNER MZB

DATE 05-10-18

REVISION 0

OPTION 1

SHEET NO. PD102



FEATURE SCHEDULE			
⊙	DESCRIPTION	QTY	GPM
A	W010 MUSHROOM MAZE 3' HIGH - 8' SPREAD 40 GPM @ 3 PSI	1	40
B	W011 JET WAY 4' HIGH 9 GPM @ 4 PSI	1	9
C	W071 WATER FLOWER 1' HIGH - 2' SPREAD 10 GPM @ 1 PSI	1	10
D	W085 SPLASH-O-LATOR 4' HIGH 7 GPM @ 3 PSI	1	7
E	W103-3 FILL N' SPILL 3 11'-2" HIGH 5-15 GPM @ 6 PSI	1	15
F	W023 SILLY SHOWER 14'-11" HIGH 30-120 GPM @ 5 PSI	1	120
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Z	860-6PNV DRAIN BY SIOUX CHIEF (LOCATIONS BY INSTALLER)	6	0
MAXIMUM TOTAL FLOW RATE: 231 GPM			
TOTAL SPLASHPARK AREA: 1,414 SQ. FT.			
MAXIMUM TOTAL OF USERS: 56			

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## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 11, 2018</u>
Requested By: <u>Ray Nolen</u>
Department: <u>Emergency Medical Service</u>
Report: <u>    </u> Resolution: <u>  X  </u> Ordinance: <u>    </u>

<u>Appropriation</u>
Source of Funds: <u>  N/A  </u>
Account Number: <u>                    </u>
Amount Budgeted: <u>                    </u>
Amount Requested: <u>                    </u>
Budgeted Item: YES    NO

Exhibits: \_\_\_\_\_

Exhibits: \_\_\_\_\_

Exhibits: \_\_\_\_\_

### SUMMARY & RECOMMENDATION

Follow up discussion from the April 23, 2018 council meeting concerning Mutual Aid response by the EMS Department to neighboring communities.

A report was given to city council on the current status of Mutual Aid responses and consideration was discussed about whether or not to change the current response policy for mutual aid.

A decision was made for city staff to meet with administrative staff members of both Deer Park and Baytown to discuss what their plans are going forward to improve the current situation of inequity as it relates to mutual aid responses between their cities and the City of La Porte and bring that information back to council on June 11, 2018.

City staff met with Deer Park on May 10, 2018 and was advised that a plan to implement the following resources and operational changes was being worked towards in an effort to reduce the number of mutual aid requests from La Porte:

- Explore staffing resources to keep a 3<sup>rd</sup> ambulance staffed more consistently during peak times.
- Hire one additional supervisor so they can have a supervisor on every shift to help handle calls that outpace the number of ambulances available. Supervisors can treat 50% of patients that call for EMS and not require an ambulance.

City staff met with Baytown on May 11, 2018 and was advised that a plan to implement the following resources and operational changes was being worked towards in an effort to reduce the number of mutual aid requests from La Porte:

- Estimated a 5<sup>th</sup> ambulance being fully staffed and in-service in 4 – 6 weeks. The actual ambulance and equipment was purchased a while back but the staffing aspect has proven to be extremely challenging.
- In discussions with San Jacinto Methodist Hospital to implement a process to release their EMS personnel quicker by taking patient reports quicker and transferring patients off of the

stretchers quicker. Baytown is even considering stationing a paramedic at the hospital to stay with patients brought in by Baytown EMS so their units can return to service quicker.

- Baytown has been advised that HCA is considering rebuilding another hospital in Baytown to replace East Houston Regional which closed after Harvey and this would in their opinion reduce the number of mutual aid calls to Baytown significantly.

Mutual aid responses as of City Council meeting on April 23, 2018:

La Porte received from:			
Agency	Total	Disregard	Actual
Baytown	1	0	1
Deer Park	2	0	2
CLEMC	1	0	1
<b>TOTAL</b>	<b>4</b>	<b>0</b>	<b>4</b>

La Porte provided to:			
Agency	Total	Disregard	Actual
Baytown	6	3	3
Deer Park	1	0	1
CLEMC	3	0	3
<b>TOTAL</b>	<b>10</b>	<b>3</b>	<b>7</b>

2018 YTD (Calendar) Total Mutual Aid Call Data:

La Porte received from:			
Agency	Total	Disregard	Actual
Baytown	2	0	2
Deer Park	4	0	4
CLEMC	3	0	3
<b>TOTAL</b>	<b>9</b>	<b>0</b>	<b>9</b>

La Porte provided to:			
Agency	Total	Disregard	Actual
Baytown	19	8	11
Deer Park	16	2	14
CLEMC	5	1	4
<b>TOTAL</b>	<b>40</b>	<b>11</b>	<b>29</b>

At current, mutual aid requests for EMS response from the City of La Porte will not be accepted unless La Porte EMS has a minimum of two (2) ambulances in-service/available in the city and all responses to mutual aid requests are responded to out of EMS Headquarters. Extenuating circumstances such as MCI's and/or other disaster type emergencies resulting in a request for additional EMS resources despite our established minimum will be determined by the on-duty EMS supervisor.

Staff recommendation is to retain current mutual aid response policy and continue to closely monitor the implementation of additional resources stated by Deer Park and Baytown along with the number of mutual aid responses.

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**Action Required by Council:**

Discuss EMS response to mutual aid requests and provide staff with direction on possible revisions to response policy if deemed necessary.

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**Approved for City Council Agenda**

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

\_\_\_\_\_  
Date



## Council Agenda Item June 11, 2018

**10. ADMINISTRATIVE REPORTS**

- Fiscal Affairs Committee Meeting, Wednesday, June 13, 2018
- La Porte Fire Control, Prevention, and Emergency Medical Services District Board Meeting, Thursday, June 21, 2018
- Planning and Zoning Commission Meeting, Thursday, June 21, 2018
- City Council Meeting, Monday, June 25, 2018
- Zoning Board of Adjustment Meeting, Thursday, June 28, 2018

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

**12. ADJOURN**

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