

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



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

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held July 27, 2015, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Don Hill, La Porte InterChurch Council.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Jay Martin.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Presentation - Resolution - Tribute to Tommy Charles Moser - State Representative, (District 128,) Wayne Smith. City Flag presentation by 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 the minutes of the City Council meeting held on July 13, 2015 - P. Fogarty
 - (b) Consider approval or other action regarding a resolution to the TML Resolution Committee requesting statewide support of a coastal barrier system, and including a request for funding for design, construction, and maintenance for a coastal barrier system protecting the Houston-Galveston Ship Channel region - Mayor Rigby
 - (c) Consider approval or other action authorizing the Mayor to execute a Facility Use Agreement with the City of Morgan's Point for the use of City of La Porte facilities for disaster response - C. Alexander
 - (d) Consider approval or other action regarding an Ordinance amending Fiscal Year 2014-15 Budget - M. Dolby
 - (e) Consider approval or other action regarding recommended date of September 14, 2015, for the Public Hearing on the City's Fiscal Year 2015-2016 Proposed Budget - M. Dolby
 - (f) Consider approval or other action regarding an ordinance amending Chapter 74 of the City Code of Ordinances by establishing regulations and fees related to the rental of fire hydrant meters - S. Wolny
 - (g) Consider approval or other action regarding a contract with Triקים Construction for the construction of a concrete parking lot at 114 South 3rd Street in the amount of \$69,170.92, plus a five (5) percent construction contingency of \$3,458.55 for a combined total of \$72,629.47 - B. Eng

7. REPORTS

- (a) Receive report of the Fiscal Affairs Committee - Councilmember Engelken

8. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding development of a multi-use convention center along the waterfront of City-owned acreage - Councilmembers Martin, Earp and Zemanek
- (b) Discussion and possible action regarding further exploring the City options and opportunities related to energy saving performance contracting - C. Alexander

9. ADMINISTRATIVE REPORTS

- Budget Workshop Meeting, Monday, August 10, 2015
- City Council Meeting, Monday, August 24, 2015
- Planning and Zoning Commission Meeting, Thursday, August 20, 2015
- Zoning Board of Adjustment Meeting, Thursday, August 27, 2015

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

11. ADJOURN

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

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

CERTIFICATION

I certify that a copy of the July 27, 2015, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on July 21, 2015.



**Council Agenda Item
July 27, 2015**

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4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
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5. **PUBLIC COMMENTS** (Limited to five minutes per person.)



Council Agenda Item July 27, 2015

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.)*
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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF LA PORTE
July 13, 2015**

The City Council of the City of La Porte met in a regular meeting on **Monday, July 13, 2015**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. CALL TO ORDER

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

2. INVOCATION – The invocation was given by Rickie Edwards, New Hope Missionary Baptist.

3. PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Mayor Rigby.

4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS

(a) Proclamation – Harley's Angels Cruzin' to Cure Day

The representative for Harley's Angels requested the proclamation be presented at the August 10, 2015, meeting.

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

Safety Manager of NDS, Jo Soto, 326 S. 16th, addressed Council representing the company with concerns of the truck ordinance; and she requested Council review the ordinance and the effect on businesses.

Mike Cobb, 109 Summerwinds Dr., addressed Council in opposition to the proposed 124-unit apartment complex located at the southwest corner of Underwood Rd. and Caniff Rd. that will be presented at the July 16, 2015, Planning and Zoning Commission Meeting.

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

(a) Consider approval or other action regarding the minutes of the regular meeting held on June 22, 2015, and special called city council meeting held on June 29, 2015 – P. Fogarty

- (b) Consider approval or other action regarding a Resolution authorizing the City Manager to execute all contracts and agreements with the State of Texas and such other parties that shall be necessary for conducting a business study of the La Porte Municipal Airport with expenditures from Fiscal Year 2016 Budget of \$9,000.00 – D. Mick
- (c) Consider approval or other action regarding a Resolution to approve revised Harris County Multi-Hazard Mitigation Plan for the City of La Porte – K. Gauthier
- (d) Consider approval or other action regarding an Ordinance amending Chapter 70 “Traffic and Vehicles” of the City of La Porte Code of Ordinances by revising certain regulations related to enforcement of school zones within the corporate limits of the City of La Porte – K. Adcox
- (e) Consider approval or other action authorizing the Mayor to execute an agreement between San Jacinto Community College District and the City of La Porte for the transfer of obsolete Self Contained Breathing Apparatus equipment and parts – T. Leach

Regarding Consent Agenda Item D, Councilmember Earp questioned if the different timings in school zones can be on the same schedules. Chief of Police Ken Adcox commented the City can work with the District on the various school zone schedules. Councilmember Clausen commented the various/staggered timings are due to there not being enough buses and drivers to get students out of school at the same time. Councilmember Zemanek asked if the public can be notified of the school zone times before the flashing lights on Spencer Highway. Chief of Police Ken Adcox responded with the ordinance change, the signage will have to be adjusted to read “school zones are in effect when lights are flashing.”

Councilmember Engelken moved to approve Consent Agenda items pursuant to staff recommendations. Councilmember Clausen seconded. **MOTION PASSED.**

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

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

Ordinance 2015-3587

AN ORDINANCE AMENDING CHAPTER 70 “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES BY REVISING CERTAIN REGULATIONS RELATED TO ENFORCEMENT OF SCHOOL ZONES WITHIN THE CORPORATE LIMITS OF THE CITY OF LA PORTE; PROVIDING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED TWO HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE HEREOF.

7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding recommendation of the La Porte Planning and Zoning Commission to approve an Ordinance amending Chapter 106 “Zoning “ of the Code of Ordinances of the City of La Porte by adding definitions, and revising regulations related to exterior storage, tree preservation and temporary signs – E. Ensey

The public hearing opened at 6:12 p.m.

City Planner Eric Ensey presented a summary and advised that the Planning and Zoning Commission recommended approval of the request.

Councilmember Earp asked if the trees are replanted, will it replace the payment. City Planner Eric Ensey responded yes, the ordinance is written for an individual to receive credit for replanting trees on their property. Councilmember Earp asked how the tree fund is utilized. Mr. Ensey responded for planting trees in the community.

Councilmember Zemanek asked if there are plans in the future to utilize the \$600,000.00 in the tree fund account. City Manager Corby Alexander responded the City has ideas for utilizing the tree fund monies but will have to solidify plans.

Mayor Rigby asked if having a tree ordinance was a requirement. City Manager Corby Alexander responded he is not aware that an ordinance is required for tree preservation.

Councilmember Clausen asked if there is an ordinance for landscaping. Mr. Ensey responded yes.

Councilmember Zemanek asked if the dead trees at 5 Points and the entrance to Highway 225 can be replaced from the tree fund account. City Manager Corby Alexander responded yes.

Councilmember Earp asked if a citizen will have to pay a \$200.00 per sign fee for garage sale signs in the proposed ordinance. Mr. Ensey advised he will confirm but does not believe fees have been charged for garage sale signs.

Mayor Rigby requested City Secretary Patrice Fogarty confirm if the City has an existing ordinance for garage sales and forward findings to City Council and City Planner Eric Ensey.

Paula Bridges, 813 River Creek Dr., addressed Council with clarification for the definition of exterior storage. City Planner Eric Ensey responded exterior storage outside of a building.

Maggie Anderson, 909 Garden Walk, addressed Council and requested a committee be formed to research a resolution for the possible cost of posting garage sale signs.

The public hearing closed at 6:26 p.m.

Councilmember Earp moved to approve exterior storage as written, send the tree preservation and temporary signs back to the Planning and Zoning Commission for review. Councilmember seconded Engelken. **MOTION PASSED.**

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

8. DISCUSSION OR OTHER ACTION

(a) Discussion and possible action regarding report on list of Dangerous Buildings in La Porte – R. Davidson

Deputy Building Official Russell Davidson presented a summary for Dangerous Buildings in La Porte. Mr. Davidson informed a voluntary consent has been signed for 201 N. 7th. The following structures remain on the Dangerous Buildings List: 203 Bay Oaks Dr.; 204 N. Forrest Ave; 302 N. 7th St.; 313 S. 7th St.; 330 S. 5th St.; 402 S. 15th St.; 422 S. 2nd St.; 514 N. 5th St., and 626 N. 1st St.

Mayor Rigby asked if there are other structures that need to be destroyed but are not due to lack of funding. Mr. Davidson responded no, there is not a budgetary constraint.

Councilmember Earp asked if homeowners are contacted and advised what needs to be resolved with the structures before reaching City Council on the Dangerous Building List. Mr. Davidson responded yes.

Councilmember Earp moved to accept staff's recommendation to remove the buildings. Councilmember seconded Kaminski. **MOTION PASSED.**

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

(b) Discussion and possible action regarding request of WCA to increase commercial containerized solid waste collection fees, under terms of City of La Porte-WCA commercial solid waste collection franchise agreement – D. Mick

Public Works Director Dave Mick presented a summary and advised the agreement will be starting year 3 of 5 on November 1, 2015. WCA District Manager Kenneth Ramzinski presented a summary on labor and insurance costs and requested a 5 percent increase.

Councilmember Engelken moved to deny the increase. Councilmember seconded Earp. **MOTION PASSED.**

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

9. REPORTS

(a) Receive report of the Drainage and Flooding Committee – Councilmember Clausen

Councilmember Clausen provided a report of the Drainage and Flooding Committee meeting held on June 29, 2015.

10. **ADMINISTRATIVE REPORTS** – City Manager Corby Alexander advised the City will provide information and address Ms. Soto's concerns which were given during her public comments; and advised everyone how pleased and comforted the Moser family is by the support shown by Council and City staff during their time of bereavement.

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

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

Councilmember Zemanek commented he hopes the Houston Astros start winning baseball games again; and Mayor Rigby commented on the great time everyone had during the July 4th festivities and thanked the Rotary and George Watkins for all their hard work.

- 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 – Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager Corby Alexander.

Texas Government Code, Section 551.087(1) – Deliberation regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for development of residential dwellings in City northside.

Texas Government Code, Section 551.087(1) – Deliberation regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for residential and commercial development near Bay Area Blvd.

Texas Government Code, Section 551.087(1) – Deliberation regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for mixed use residential and commercial complex in City eastside.

Texas Government Code, Section 551.071(2) – Consultation with Attorney: Meet with City Attorney and City Manager to discuss effect of Obergefell vs. Hodges decision on City employment policies and procedures.

City Council recessed the regular Council meeting to convene an executive session at 7:21 p.m. regarding the items listed above.

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

Council reconvened into the regular Council meeting at 9:06 p.m.

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

Councilmember Engelken moved to increase City Manager Corby Alexander’s salary by \$1000 per month and changes will also be made to the terms of his contract. Councilmember Zemanek seconded.
MOTION PASSED.

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

Regarding Section 551.087(1) – Deliberation regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for development of residential dwellings in City northside.

Councilmember Zemanek moved to approve the waiver of permit fees for future construction of properties and certain home sites and to deny the Madison St. right-of-way and reimbursement of already paid permit fees. Councilmember Engelken seconded. **MOTION PASSED.**

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

Regarding Section 551.087(1) – Deliberation regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for residential and commercial development near Bay Area Blvd.

Councilmember Clausen moved to deny the proposal. Councilmember Earp seconded. **MOTION PASSED.**

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

Regarding Section 551.087(1) – Deliberation regarding Economic Development Negotiations: Meet with City Manager and City Attorney to discuss property developer proposal for mixed use residential and commercial complex in City eastside.

Councilmember Engelken moved for staff to explore the possibility of development. Councilmember seconded Earp. **MOTION PASSED.**

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

Regarding Section 551.071(2) – Consultation with Attorney: Meet with City Attorney and City Manager to discuss effect of Obergefell vs. Hodges decision on City employment policies and procedures.

No action was taken.

14. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 9:10 p.m. Councilmember Zemanek seconded. Motion passed unanimously.

Patrice Fogarty, City Secretary

Passed and approved on July 27, 2015.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>July 27, 2015</u>	<u>Appropriation</u>
Requested By: <u>Mayor Rigby</u>	Source of Funds: <u>N/A</u>
Department: <u>City Council</u>	Account Number: <u>N/A</u>
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>N/A</u>
Other: <input type="radio"/>	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> YES <input type="radio"/> NO

Attachments :

- 1. TML Resolution Cover Sheet**
- 2. Resolution for TML Resolution Committee regarding Support for Coastal Barrier System, including funding**

SUMMARY & RECOMMENDATIONS

Council is being asked to consider submitting a resolution to the TML Resolution Committee, which meets at the Annual Conference in September, requesting statewide support of a coastal barrier system, and including a request for funding for design, construction and maintenance for a coastal barrier system protecting the Houston-Galveston Ship Channel region.

The TML Constitution states that a resolution for consideration at the Annual Conference must be submitted to the TML headquarters 45 calendar days prior to the first day of the Annual Conference. For 2015, this provision means that a resolution from any member city, TML region, or TML affiliate must arrive at the TML headquarters no later than 5 pm on August 10, 2015.

Action Required of Council:

Consider approval or other action of a resolution to be sent to the TML Resolution Committee showing statewide support of a coastal barrier system, and including the request for funding for design, construction, and maintenance for the Houston-Galveston Ship Channel region.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

2015
TML RESOLUTION COVER SHEET

Sponsoring Entity: City of La Porte, Region 14
(City, TML Affiliate, and/or TML Region)

Brief Background: The Houston-Galveston Ship Channel Region is home to a large percentage of the Texas population, the largest and most important concentration of petroleum refining and petrochemical processing plants in the U.S., and the Port of Houston, the second busiest port in the nation. All are extremely vulnerable to the devastating and costly destruction of hurricane storm surge.

What the Resolution is Intended to Accomplish: This resolution is intended to show statewide support for Hurricane Storm Surge Protection by means of a coastal barrier system for this nationally strategic area, request state funding for additional studies and planning, and request the entire Texas Federal delegation to seek and support federal funding for the design, construction and maintenance of a coastal barrier system for the Houston-Galveston Ship Channel region.

How the Resolution is City-Related/How it Addresses a Municipal Issue: Municipal governments along the Texas coast and Galveston Bay would be severely impacted with respect to infrastructure, facilities, tax base and economies by a major storm event. Damage from hurricane storm surge can be mitigated by a coastal barrier system.

Statewide Importance: The Houston-Galveston Ship Channel area is the economic engine of the State of Texas and the entire United States. Three words sum up the importance: People, Economy, Jobs! To date, a coastal barrier system for hurricane storm surge protection is supported by 24 municipalities, 12 community organizations, The Harris County Mayors and Council Association, The Chambers County Mayors Coalition and the 130 industry members of the East Harris County Manufacturers Association.

Submitted By: **Name:** Louis R. Rigby
Title: Mayor
City: City of La Porte, Texas
Email: rigbyl@laportetx.gov
Telephone: 281-470-5019

PLEASE DO NOT WRITE ON THE BACK OF THIS FORM

A RESOLUTION OF THE TEXAS MUNICIPAL LEAGUE SUPPORTING A COASTAL BARRIER SYSTEM TO PROTECT THE HOUSTON/GALVESTON REGION FROM STORM SURGE AND SUB-TROPICAL RAIN EVENTS; REQUESTING FUNDING FROM THE STATE OF TEXAS TO PROVIDE FOR COMPREHENSIVE STUDIES TO DETERMINE THE MOST EFFECTIVE COASTAL BARRIER SYSTEM TO SAFEGUARD THE REGION; REQUESTING THE TEXAS FEDERAL DELEGATION TO SEEK AND SUPPORT FEDERAL FUNDING FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF A COASTAL BARRIER SYSTEM FOR THE AREA; AND PROVIDING FOR DELIVERY OF SUCH RESOLUTION TO ALL TEXAS STATE LEGISLATORS AND THE ENTIRE TEXAS FEDERAL DELEGATION REPRESENTING TEXAS CITIZENS IN WASHINGTON, D.C.

WHEREAS, the Houston/Galveston region is home to the largest and most important concentration of petroleum refining and petrochemical processing plants in the United States, and the Port of Houston is the second-busiest port in the nation; and

WHEREAS, the region is hit by a major hurricane about every 15 years; and the Perryman Report estimates that a “Katrina-like” storm would cause aggregate losses to the Texas economy of \$73 billion in gross product, \$61.3 billion in income and 863,000 jobs while causing an enormous amount of damage to the economy of the United States; and

WHEREAS, storm surge entering Galveston Bay as a result of a hurricane or other significant storm event tends to increase in height as it moves further up into the Bay and the Houston Ship Channel, endangering human life, destroying property, and damaging sensitive ecosystems; and

WHEREAS, a coastal barrier system, using manmade sand dunes (revetments covered with sand and natural grasses) along the length of the coast connecting to the existing Galveston Seawall as well as large moveable flood gates, is essential to protect the industries, citizens, and communities in the Houston/Galveston region and to preserve the region’s coastal ecosystem; and

WHEREAS, such a coastal barrier system currently under serious study is based on a proven concept directly modeled from other technologies successfully installed around the world - including in Rotterdam, the Netherlands, St. Petersburg, Russia, along the Thames River in London, England, and in New Orleans, Louisiana; and

WHEREAS, such a coastal barrier system is technically feasible, economically sound, environmentally friendly and socially equitable, and justifies funding from the State of Texas to conduct comprehensive studies to determine the most effective coastal barrier system to safeguard the entire Houston/Galveston region to include the coastal barrier system currently under study modeled from proven technologies used in the Netherlands and elsewhere.

NOW, THEREFORE, BE IT RESOLVED:

The Texas Municipal League fully endorses and supports state funding for studies to advance the continued development of a coastal barrier system, which would provide comprehensive protection to the people, industries, businesses, schools, government facilities, residences, and associated infrastructure within the Houston/Galveston region.

In addition, the Texas Municipal League respectfully encourages and requests our federal Texas delegation to seek and support federal funding for the design, construction and maintenance of a coastal barrier system to provide Hurricane Storm Surge Protection for this nationally strategic area of our state.

PASSED, APPROVED and ADOPTED by the membership of the Texas Municipal League this the _____ day of September, 2015.

APPROVED

By: _____
President

ATTEST:

Bennett Sandlin
Executive Director

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: July 27, 2015 Appropriation
Requested By: C. Alexander Source of Funds: N/A
Department: Administration Account Number: N/A
Report: Resolution: Ordinance: Amount Budgeted: N/A
Other: Amount Requested: N/A
Attachments : Budgeted Item: YES NO

1. Facility Use Agreement with Morgan's Point

SUMMARY & RECOMMENDATIONS

In March, the City of La Porte allowed Morgan's Point to use the City's Emergency Operations Center for the emergency response related to the ship collision in the Houston Ship Channel. Subsequent to this event, the City of La Porte was approached by representatives from City of Morgan's Point recently to discuss emergency operations center arrangement in the event that Morgan's Point experienced another disaster in the future.

The attached Facility Use Agreement sets forth basic provisions for the use of La Porte's Emergency Operations Center (or other office space as determined by event circumstances) for disaster response by up to six Morgan's Point employees. La Porte's current EOC and Police Station can accommodate these employees in the event of a disaster. This agreement does not preclude either city from seeking reimbursement for eligible expenses incurred by each city related to the disaster response.

Staff recommends approval of the Interlocal Agreement with Morgan's Point for the provision of office space in the City facilities for disaster response.

Action Required of Council:

Consider approval or other action authorizing the Mayor to execute a Facility Use Agreement with the City of Morgan's Point for the use of City facilities for disaster response.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

FACILITY USE AGREEMENT

WHEREAS, the City of Morgan’s Point, Texas, as part of its disaster preparation, recognizes its and its citizens’ vulnerability to a coastal disaster, and the possibility of loss of life, and damage to residents’ and city property were one to occur; and

WHEREAS, the City of La Porte, Texas has volunteered to assist the City in its disaster recovery efforts following a disaster by providing office space and office equipment for Morgan’s Point employees and storage space for equipment ; **NOW, THEREFORE**,

This Agreement is made and entered into between the City of Morgan’s Point (“Morgan’s Point”) and the City of La Porte (“La Porte”) to provide for the use of La Porte facilities, and other services as may be agreed upon by the Parties during a disaster.

TERMS

The Parties mutually agree as follows:

- 1. La Porte will make available office space and office equipment for up to six Morgan’s Point employees and storage space for equipment at its facilities located in La Porte, Texas, provided its facilities are deemed safe to be occupied.
- 2. Morgan’s Point may have use of the facilities for municipal functions during the duration of any disaster declaration, as determined by the Mayor of Morgan’s Point, and as it may be extended.

Additional disaster recovery space or services may be provided by La Porte, upon request of Morgan’s Point. Such additional space or services shall be memorialized in writing by the Mayors of Morgan’s Point and La Porte, without further action by their City Council

- 3. Notices shall be delivered to the respective Parties’ Mayor, City Administrator, City Manager, or City Attorney, as follows, or to an emergency location as determined during an emergency:

City of Morgan’s Point
1415 Main Street
Morgan’s Point, TX 77571

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

Entered into this the __th day of _____, 20__.

CITY OF MORGAN'S POINT, TEXAS

Michel Bechtel, Mayor

ATTEST:

Megan Mayes,
City Secretary

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, TRMC, MMC

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>July 27, 2015</u>	<u>Appropriation</u>
Requested By: <u>Michael Dolby, CPA</u>	Source of Funds: <u>N/A</u>
Department: <u>Finance</u>	Account Number: <u>N/A</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u>XX</u>	Amount Budgeted: <u>N/A</u>
Exhibits: <u>Ordinance</u>	Amount Requested: <u>N/A</u>
Exhibits: <u>Excerpt from FY 2015 Adopted Budget & Amended Budget (Exhibit A & B)</u>	Budgeted Item: YES NO
Exhibits: <u>Explanations / Backup for Amendment</u>	

SUMMARY & RECOMMENDATION

The City Council adopted the Fiscal Year 2014-15 Budget on September 8, 2014.

The Summary of Funds, which is shown below, represents the amendments which council previously approved to the FY 2014-15 Budget. (*denotes funds with current changes)

	Original Budget	Previously Amended Budget	Proposed Amended Budget
General Fund	\$ 42,524,058	\$ 42,852,320	\$ 44,380,886
Grant Fund	502,678	1,114,282	1,144,334
Street Maintenance Sales Tax Fund	795,000	795,000	795,000
Emergency Services District Sales Tax Fund	1,322,638	1,390,917	1,390,917
Hotel/Motel Occupancy Tax	826,039	828,589	833,589
Economic Development Corporation	1,418,611	1,518,611	1,518,611
Tax Increment Reinvestment Zone	2,807,737	2,807,737	2,807,737
Utility	8,056,291	8,133,236	8,133,236
Airport	47,496	78,082	78,082
La Porte Area Water Authority	1,129,481	1,129,481	1,129,481
Motor Pool	3,130,099	3,177,768	3,177,768
Insurance Fund	6,247,649	6,247,649	6,247,649
Technology Fund	220,000	269,600	269,600
General Capital Improvement	1,615,000	1,790,000	1,790,000
Utility Capital Improvement	1,175,000	1,375,000	1,375,000
Sewer Rehabilitation Capital Improvement	350,000	350,000	350,000
Drainage Improvement Fund	240,000	240,000	240,000
2010 Certificates of Obligation Bond Fund	280,000	280,000	280,000
General Debt Service	4,358,723	4,358,723	4,358,723
Utility Debt Service	277,226	277,226	277,226
La Porte Area Water Authority Debt Service	691,838	691,838	691,838
Total of All Funds	\$78,015,564	\$79,706,059	\$81,269,677

Action Required by Council:

Adopt Ordinance Amending Fiscal Year 2014-15 Budget for the following items:

- A. \$30,052 in the Grant Fund for the installation of playground equipment in Glen Meadows Park. Park Zone 3 funds will be utilized. (The transfer from the General Fund to the General CIP fund can be reduced by the same amount and funds reallocated to the RFC reconstruction.)
- B. \$1,500,000 in the General Fund to transfer the reserve for health insurance into the Insurance Fund.
- C. \$28,566 in the General Fund for repairs to the PD/EOC. The funding will come from reimbursement monies for the use of the EOC during the chemical event that occurred in the ship channel in March.
- D. \$5,000 in the Hotel/Motel Fund for a catch up payment to the La Porte Heritage Society.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE

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

WHEREAS, the Charter of the City of La Porte, Texas, and the Statutes of the State of Texas, require that an annual budget be prepared and presented to the City Council of the City of La Porte, Texas, prior to the beginning of the fiscal year of said City, and that a public hearing be held prior to the adoption of said Budget; and

WHEREAS, the Budget for the fiscal year October 1, 2014, through September 30, 2015, has heretofore been presented to the City Council and due deliberation had thereon, was filed in the office of the City Secretary on July 28, 2014, and a public hearing scheduled for September 8, 2014 was duly advertised and held.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

SECTION 1: That the Budget for the City of La Porte, Texas, now before the said City Council for consideration, a complete copy of which is on file with the City Secretary and a summary of which is attached hereto by reference as Exhibit "A", is hereby amended as reflected on the amended budget summary document, attached hereto by reference as Exhibit "B", as the Budget for the said City of La Porte, Texas, for the period of October 1, 2014, through September 30, 2015.

SECTION 2: Be it FURTHER ORDAINED, that the said City Council finds that all things requisite and necessary to the adoption of said Budget have been performed as required by charter or statute.

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 in effect from and after its passage and approval.

PASSED AND APPROVED this the 27th day of July, 2015.

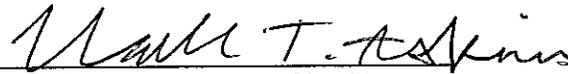
CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark Askins, Assistant City Attorney

EXHIBIT A
(ORIGINAL BUDGET)

City of La Porte
Consolidated Summary of All Funds

	FY 14-15 Revenues	FY 14-15 Expenses
Governmental Fund Types:		
General Fund	\$ 41,057,475	\$ 42,524,058
Grant Fund	409,287	502,678
Street Maintenance Sales Tax	1,105,715	795,000
Emergency Services District	1,104,815	1,322,638
Hotel/Motel Occupancy Tax	576,500	826,039
Economic Development Corporat	2,213,130	1,418,611
Tax Increment Reinvestment	<u>2,688,633</u>	<u>2,807,737</u>
Total Governmental Types	49,155,555	50,196,761
Enterprise:		
Utility	8,079,000	8,056,291
Airport	59,500	47,496
La Porte Area Water Authority	<u>1,284,359</u>	<u>1,129,481</u>
Total Enterprise	9,422,859	9,233,268
Internal Service		
Motor Pool	2,668,048	3,130,099
Insurance Fund	5,781,791	6,247,649
Technology Fund	<u>477,688</u>	<u>220,000</u>
Total Internal Service	8,927,527	9,597,748
Capital Improvement:		
General	1,020,000	1,615,000
Utility	2,100,500	1,175,000
Sewer Rehabilitation	300,500	350,000
Drainage Improvement Fund	267,750	240,000
2010 C/O Bond Fund	<u>-</u>	<u>280,000</u>
Total Capital Improvement	3,688,750	3,660,000
Debt Service:		
General	4,228,560	4,358,723
Utility	277,726	277,226
La Porte Area Water Authority	<u>691,838</u>	<u>691,838</u>
Total Debt Service	5,198,124	5,327,787
Total All Funds	\$ 76,392,815	\$ 78,015,564

EXHIBIT B
(AMENDED BUDGET)

City of La Porte
Consolidated Summary of All Funds

	FY 14-15 Revenues	FY 14-15 Expenses
Governmental Fund Types:		
General Fund	\$ 41,057,475	\$ 44,380,886
Grant Fund	1,011,947	1,144,334
Street Maintenance Sales Tax	1,105,715	795,000
Emergency Services District	1,104,815	1,390,917
Hotel/Motel Occupancy Tax	579,050	833,589
Economic Development Corporat	2,388,130	1,518,611
Tax Increment Reinvestment	<u>2,688,633</u>	<u>2,807,737</u>
Total Governmental Types	49,935,765	52,871,074
Enterprise:		
Utility	8,148,161	8,133,236
Airport	60,086	78,082
La Porte Area Water Authority	<u>1,284,359</u>	<u>1,129,481</u>
Total Enterprise	9,492,606	9,340,799
Internal Service		
Motor Pool	2,684,011	3,177,768
Insurance Fund	5,781,791	6,247,649
Technology Fund	<u>477,688</u>	<u>269,600</u>
Total Internal Service	8,943,490	9,695,017
Capital Improvement:		
General	1,020,000	1,790,000
Utility	2,100,500	1,375,000
Sewer Rehabilitation	300,500	350,000
Drainage Improvement Fund	267,750	240,000
2010 C/O Bond Fund	<u>-</u>	<u>280,000</u>
Total Capital Improvement	3,688,750	4,035,000
Debt Service:		
General	5,832,377	4,358,723
Utility	277,726	277,226
La Porte Area Water Authority	<u>691,838</u>	<u>691,838</u>
Total Debt Service	6,801,941	5,327,787
Total All Funds	\$ 78,862,552	\$ 81,269,677

Wolny, Shelley

From: Dolby, Michael
Sent: Thursday, May 28, 2015 9:44 AM
To: Wolny, Shelley
Subject: FW: Park Zone and Rec Center

Shelley,

Please set up a budget amendment to increase Park Zone 3 for \$30,052.33 to install playground equipment; reduce playground renovations(Gen 620) in fund 15 by \$30,052.33; increase the RFC 15 project account \$30,052.33 and reduce our CIP transfer in non- departmental by \$30,053.33.

thanks

From: Leach, Traci
Sent: Wednesday, May 27, 2015 4:38 PM
To: Epting, Rosalyn; Dolby, Michael
Subject: FW: Park Zone and Rec Center

Roz and Michael:

Please see the email chain below regarding the specialty flooring at the Recreation Center.

Michael- Please initiate the paperwork to get this on the upcoming quarterly budget amendment and get those Park Zone funds moved where they need to be to pay for the playground equipment for Glen Meadows Park (currently funded via Fund 015). You will likely need to get with Scott on doing the JE for the accounting piece of it, as I am not 100% sure the exact amount of that PO for the equipment replacement, nor do I know the status of payment.

Roz- I think this gives us enough funding to get the wood floors and the special rubber flooring in the cardio/weight areas. Please confirm that \$30K will gap us from replacement to upgraded flooring.

Both of you guys let me know if you foresee any a snafus in the mechanics of this proposed plan.

Thanks everyone for the patience as we try to figure out a way to get some really nice floors for the facility!
Traci

**City of La Porte
General Fund (001) Summary**

<i>Beginning Fund Balance 9/30/13</i>		\$ 27,356,085
Plus Estimated 13-14 Revenues		40,854,898
Less Estimated 13-14 Expenditures		40,843,582
Reserve for Health Insurance		1,500,000
Reserve for Utility System Improvements		5,000,000
<i>Estimated Fund Balance 9/30/14</i>		20,867,401
Plus 14-15 Revenues:		
General Property Taxes	14,728,500	
Franchise Fees	2,158,666	
Sales Tax	4,417,259	
Industrial Payments	12,054,598	
Other Taxes	60,000	
License & Permits	388,050	
Fines & Forfeits	1,461,800	
Charges for Services	4,090,650	
Parks & Recreation	230,000	
Recreation & Fitness Center	200,900	
Golf Course	1,031,545	
Miscellaneous	40,000	
Operating Transfers	124,507	
Interest Income	71,000	
Total Revenues	41,057,475	41,057,475
<i>Equals Total Resources</i>		61,924,876
Less 14-15 Expenditures:		
Emergency Services	4,626,227	
Police	11,921,484	
Golf Course	1,489,527	
Administration	5,232,287	
Finance	1,518,104	
Non-Departmental	6,422,172	
Public Works	5,418,221	
Parks	3,940,908	
Planning	1,955,128	
Total Expenditures	42,524,058	42,524,058
<i>Ending Fund Balance 9/30/15</i>		\$ 19,400,818

	Estimated 2013-14	Projected 2014-15	
Revenues	\$ 40,854,898	\$ 41,057,475	
Expenditures	47,343,582	42,524,058	
Revenues over Expenditures	\$ (6,488,684)	\$ (1,466,583)	

Targeted Reserve- 120 days of expenditures
Estimated days - 167 days
Goal: \$13,967,516
1 Day = \$116,396

Wolny, Shelley

From: Dolby, Michael
Sent: Thursday, June 04, 2015 12:49 PM
To: Leach, Traci
Cc: Alexander, Corby; Gauthier, Kristin; Wolny, Shelley
Subject: RE: Check from Gallagher Marine Services

Traci,

Since we are increasing the budget for an unappropriated item, is a budget amendment required? We are going to council again next month for a budget amendment for the contingency account, so we can add this item.

thanks

From: Leach, Traci
Sent: Thursday, June 04, 2015 9:57 AM
To: Dolby, Michael
Cc: Alexander, Corby; Gauthier, Kristin
Subject: Check from Gallagher Marine Services

Michael:

OEM is expecting a check from Gallagher Marine Services in an amount just short of \$38,000 as reimbursement for use of the City's EOC during the chemical event that occurred in the Ship Channel in March. There have been several EOC related repairs and modifications that need to be made as a result of the sustained use of the facility during this event. At this time, it appears that the repairs and EOC work will come in around \$10,000. I have asked Kristin to move forward with these improvements now so we can have them in place for this year's season should an activation be required.

It is my understanding that the remainder of the funds may have been discussed as a funding opportunity to make other improvements throughout the PD building. There are a few of these requests reflected in the PD proposed FY 16 budget. A decision on these additional improvements has not yet been made by CMO. I anticipate discussing these items during our department meetings with Corby for the FY 16 budget.

So, for the interim, please coordinate with Kristin on making sure those funds are available for the EOC repairs.

Please contact me or Kristin if you have any questions.

Thanks!

Traci

Traci Leach
Assistant City Manager
281-470-5012 (office)
281-813-6094 (mobile)
leacht@laportetx.gov

["The City of La Porte embraces its heritage, community values, and opportunities, while improving the quality of life for our residents."](#)

Wolny, Shelley

From: Bedford, Michelle
Sent: Tuesday, July 07, 2015 3:54 PM
To: Wolny, Shelley
Subject: Use of Funds Received from 15SHIP Incident for Painting at PD

The City received a check for utilization of the PD/EOC facilities and related reimbursements in the amount of \$37,645.21 from Gallagher Marine Systems. The funds were deposited on or about June 8, 2015 by Finance into the General Revenue Account for the City.

Due to the amount of the people in our facility, several common areas were identified as needing to be painted. It was decided that all common areas should be painted at the same time and quotes were obtained. The low quote was for \$18,566.00. City Management discussed utilization of funds received for this and other projects that have been budgeted for in the FY 15/16 budget. Chief Adcox verified through Ms. Leach that the use of the funding is approved.

Thank you.

Wolny, Shelley

From: Leach, Traci
Sent: Thursday, June 04, 2015 1:07 PM
To: Wolny, Shelley
Cc: Dolby, Michael; Alexander, Corby
Subject: Budget Amendment Item

Shelley:

I need to add an item to the quarterly budget amendment for the La Porte Heritage Society- 037-6063-565-60-30. The City remits an annual payment of \$5,000 each year for docents. Typically, this payment is made at the end of the calendar year once the City receives the annual report of docent hours, etc. The City did not receive this report for FY 2014 and thus did not make a payment. During the FY 2015 budget review, we looked at prior year expenditures and reduced that line item to be consistent with PY expenditures. The FY 2015 budget has \$10,000 budgeted for Heritage Society and included \$5,000 for this year's payment plus costs for repairs to the Depot. However, the City has just received the reports for the past 2 years and we needed to make 2 payments to catch up. In order to do this, the budget amount must be increased by \$5,000 to account for the extra payment for the year that was missed.

Please let me know if you have any questions.

Thank you!

Traci Leach
Assistant City Manager
281-470-5012 (office)
281-813-6094 (mobile)
leacht@laportetx.gov

["The City of La Porte embraces its heritage, community values, and opportunities, while improving the quality of life for our residents."](#)

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: July 27, 2015 Appropriation
Requested By: M. Dolby Source of Funds: N/A
Department: Finance Account Number: N/A
Report: Resolution: Ordinance: Amount Budgeted: N/A
Other: Amount Requested: N/A
Attachments : Budgeted Item: YES NO

1. Budget Calendar

SUMMARY & RECOMMENDATIONS

In accordance with Article IV, Section 4.03 of the City's Charter and Section 102 of the Local Government Code, Council shall determine the place and time of the Public Hearing on the proposed budget, and shall cause to be published a notice of the place and time. Not less than ten (10) days after date of publication, Council will hold a Public Hearing on the proposed budget.

Staff is recommending that a Public Hearing for the Fiscal Year 2015-2016 Proposed Budget be held on Monday, September 14, 2015, at a Regular Called meeting of the City Council to begin at 6:00 p.m.

Additionally, staff is would like to discuss the proposed dates for the budget workshops. Staff recommends holding the budget workshops during the week of August 10th.

Action Required of Council:

Approve the recommended date of September 14, 2015, for the Public Hearing on the City's FY 2015-2016 Proposed Budget.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

BUDGET CALENDAR FY 2015-2016

DAY	DATE	ACTIVITY
Saturday	April 18	Pre-Budget Workshop with Council
Monday	April 20	Budget Kickoff – Initial Discussion and Packet Distribution Begin Departmental Input of 2014-2015 Estimates (Level 150) Begin Departmental Input of 2015-2016 Projections (Level 200)
Friday	April 24	Overtime Projections due from Divisions for FY 2014 Estimates and FY 2015 Projections
Monday Wednesday	May 6	Complete Input of All Capital Outlay Requests in Operational Budgets
Friday	May 15	Complete Departmental Input of 2014-2015 Estimates (Level 150) Complete Departmental Input of 2015-2016 Projections (Level 200) Revenue Estimates and Projections due to Finance Goals, Objectives and Performance Measures due to Finance
Thursday	May 28	Proposed budgets to City Manager (Revenues & Expenditures)
Week	June 15-19	City Manager review with Departments
Thursday	June 25	Final Revenue Estimates Prepared
Monday	July 6	Budget review compilations by City Manager
Monday	July 13	City Council to determine place and time of Public Hearing
Monday	July 27	City Manager sends City Council Proposed Budget
Week	Aug 10-14	City Manager Budget Workshops with Council
Monday	Aug 10	City Council to decide on dates of Public Hearings on tax rate (if needed)
Thursday	Aug 27	Post Notice of Public Hearing and Notice of Property Tax Revenue Increase
Monday	Sep 14	City Council Adopts Budget/Public Hearing
Monday	Sep 28	City Council Adopts Tax Rate– <i>IF NOT ADOPTED WITH BUDGET</i>

15 days
30 days*
10 days

*30 days prior to setting the tax levy.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>July 27, 2015</u>	<u>Appropriation</u>
Requested By: <u>S. Wolny</u>	Source of Funds: <u>N/A</u>
Department: <u>Finance</u>	Account Number: <u>N/A</u>
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>N/A</u>
Other: <input type="radio"/>	Amount Requested: <u>N/A</u>
Attachments :	Budgeted Item: <input type="radio"/> YES <input type="radio"/> NO

- 1. Ordinance
- 2. Fire Hydrant Meter Rental Application

SUMMARY & RECOMMENDATIONS

The City currently provides fire hydrant meters to contractors within the City. Currently, the deposit is only \$600, and the contractors are charged a daily fee of \$1.00 and \$2.00 per each 1,000 gallons. The meters cost approximately \$1,500 to replace. The current deposit is not enough to cover replacement or damage to the meters. Additionally, the low fee does not encourage contractors to return the meters in a timely manner.

Staff is recommending that the deposit be increased to \$1,500, and the daily fee be increased to \$15 dollars a day. The consumption charges would be based on the current commercial rate for a 3" meter as outlined in Appendix A of the City's Code of Ordinances. Additionally, staff recommends that a fee of \$25.00 be charged for the initial attachment to the hydrant and any subsequent relocation of the meter, which will be handled by the meter readers.

Action Required of Council:

Consider approval or other action of an ordinance establishing the fire hydrant meter fees as indicated with an effective date of October 1, 2015.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 74 OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS, BY ESTABLISHING REGULATIONS AND FEES RELATING TO RENTAL OF FIRE HYDRANT METERS; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED TWO THOUSAND DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Chapter 74, "Utilities," Article III "Water and Sewer Service Charges", Division 2 "Water Service Rates and Charges", of the Code of Ordinances of the City of La Porte, Texas, is hereby amended by amending Section 74-249 "Fees established for certain services", which shall hereinafter read as follows, to wit:

"Sec. 74-249. - Fees established for certain services; collection.

Upon the recommendation of the director of finance, the city council, pursuant to the directives established in this article, hereby establishes the following rates and fees:

- (1)*New service.* Each consumer requesting new service with the city shall be charged a service fee in an amount established by the city and listed in appendix A of this Code, and such service fee is to be collected prior to the beginning of the requested service.
- (2)*Transfer of service.* Each consumer requesting the transfer from one service location within the city to another service location within the city shall be charged a transfer fee in an amount established by the city and listed in appendix A of this Code, and such fee is to be charged to their account and collected through the normal billing and collection process.
- (3)*Meter replacement.* Each consumer requesting that their meter be replaced by a new meter, when the city has no reason to believe the meter to be replaced has reached the end of its useful life, shall be charged a meter replacement fee in an amount established by the city and listed in appendix A of this Code, and such fee is to be charged to their account and collected through the normal billing and collection process.
- (4)*Pressure testing of service lines.* Each consumer requesting that their service lines be pressure tested by the city, and such pressure test is subsequent to a pressure test obtained from the city in the preceding 12-month period, shall be charged a pressure test fee in an amount established by the city and listed in appendix A of this Code, and such fee is to be charged to their account and collected through the normal billing and collection process.
- (5)*Rereading of meter.* Each consumer requesting that their meter be reread by the city, and such reread is subsequent to a reread requested by the consumer and performed by the city in the 12-month period, and such reread confirms the accuracy of the previous meter reading, a fee in an amount established by the city and listed in appendix A of this Code shall be charged for the additional reading. Such fee is to be charged to their account and collected through the normal billing and collection process.
- (6)*Fire Hydrant Meter.* Any person or entity who leases a fire hydrant meter from the City shall be charged a refundable rental deposit fee. Upon return of the fire hydrant meter to the City the deposit shall be

refunded, subject to any deduction for damage to the meter. Additionally, there shall be assessed to such person or entity: 1) a daily rental usage fee; 2) an initial attachment fee; 3) a relocation fee, if the meter is requested to be moved to another fire hydrant; and 4) water usage charge, which shall be calculated based on same rate applicable to commercial/industrial user for 3-inch meter. All of the aforementioned fees and charges shall be in an amount established by the city and listed in appendix A of this Code. Such fees are to be charged to the person's or entity's account and collected through the normal billing and collection process.

Section 2. That Appendix – A “Fees”, Chapter 74, “Utilities,” “Water and Sewer Service Charges”, Division 2 “Water Service Rates and Charges”, is hereby amended and shall hereinafter read as follows:

Division 2. Water Service Rates and Charges				
(a)	Water service rates:			74-246
(1)	Residential use: A minimum charge, per month		7.95	
(2)	Apartment units, duplex units, individual mobile homes in mobile home parks, with units not individually metered for water: A minimum charge per month, per living unit		5.35	
(3)	Commercial and industrial use: A minimum charge per month shall be made in accordance with the size of the meter utilized to measure service to the customer in accordance with the following schedules			
	a. ¾-inch meter, or smaller meter		9.35	
	b. 1-inch meter		12.85	
	c. 1½-inch meter		22.75	
	d. 2-inch meter		36.65	
	e. 3-inch meter, (including fire hydrant meters leased from city).....		76.35	
	f. 4-inch meter		131.85	
	g. 6-inch meter		290.60	
	h. 8-inch meter or larger		512.80	
(4)	Volume charges:			
	a. Each minimum bill of residential, commercial and industrial shall include 2,000 gallons of water per month.			
	b. Each minimum bill of apartment units, duplex units, individual mobile homes in mobile home parks, with units not individually metered for water, shall include			

		2,000 gallons of water per unit per month.		
	c.	Each additional 1,000 gallons used by a customer each month shall be charged in accordance with the following schedule		
	1.	For the next additional 8,000 gallons exceeding 2,000 gallons (per 1,000 gallons)	2.98	
	2.	For the next additional 15,000 gallons exceeding 10,000 gallons (per 1,000 gallons)	3.28	
	3.	Each additional 1,000 gallons consumed exceeding 25,000 gallons (per 1,000 gallons)	3.77	
	d.	The volume charge to commercial and industrial shall be in accordance with the schedule in volume charges, (4)c.		
	e.	The volume charge to apartment units, duplex units, individual mobile homes in mobile home parks, with units not individually metered for water, shall be in accordance with the schedule in volume charges, (4)c after the usage of the amount of water exceeds the number of units billed, times 2,000 gallons each month.		
(b)	Certain water services:			<u>74-249</u>
	(1)	New service fee	10.00	
	(2)	Transfer of service fee	15.00	
	(3)	Meter replacement fee	25.00	
	(4)	Pressure testing of service lines	25.00	
	(5)	Rereading of meter	5.00	
	(6)	Fire hydrant meter		<u>74-249</u>
	a.	Rental deposit fee	1500.00	
	b.	Daily rental usage fee	15.00	
	c.	Initial attachment fee	25.00	
	d.	Relocation fee	25.00	
(c)	Service restoration fee:			<u>74-251(c)</u>
	(1)	Regular hours	25.00	
	(2)	After regular hours	35.00	

Section 3. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, vividness or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 4. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. Any person who violates a provision of this ordinance, upon conviction in the municipal court of the City of La Porte shall be subject to fine not to exceed two thousand dollars (\$2000.00). Each day of violation shall be considered a separate offense.

Section 6. 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, 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 contacts and posting thereof.

Section 7. This Ordinance shall be effective fourteen (14) days after its passage and approval. The City Secretary shall give notice of the passage of this ordinance by causing the caption hereof to be published in the official newspaper of the City of La Porte at least once within ten (10) days after the passage of this ordinance, in accordance with the City of La Porte Charter.

PASSED AND APPROVED, this the ____ day of _____, 2015.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED:


Clark T. Askins
Assistant City Attorney



FOR OFFICE USE ONLY:

Employee Initials _____
 Deposit Amount Paid: _____
 Receipt #: _____
 Deposit Receipt #: _____
 Account #: _____
 Service Order #(if any) _____

FIRE HYDRANT METER RENTAL APPLICATION

Applicant agrees to pay a deposit of \$1,500.00 for a fire hydrant meter to be set by the City at the requested address. An initial setup fee of \$25.00 will be required at each location. Readings will be obtained monthly by a meter technician. The water usage rates will be charged at the commercial rate for a 3" meter as outlined in Exhibit A of the City's Code of Ordinances. A daily fee of \$15 per day will be charged monthly in addition to the monthly consumption billed. In case a meter is reported as lost or stolen, the deposit of \$1,500 will be forfeited to replace such meter. Water service will not be provided until this fee has been paid.

Date of Application: ____/____/____

Contractor Information

Contractor Name:

Federal Taxpayer ID:

Billing Address: Street Address: _____
 City: _____ State: _____ Zip Code: _____

Service Address/Installation Location (if no street address is assigned please provide name of subdivision and/or names of nearest street intersection(s)):

Authorized Representative/Contact Person:

Title of Authorized Representative: _____ Mobile Phone #: _____

Office Phone #: _____ Fax #: _____

E-mail Address:

Purpose of fire hydrant usage:

Estimate period of time used:

Meter#: _____ Beginning Read: _____

If this is for a City of La Porte job, please fill out the following:

City of La Porte Ordinance # or CIP#: _____

City of La Porte Contact Name/Title: _____

By signing below, the contractor understands that the meter remains the property of the city. The contractor understands that the meters are not to be moved from one location to another without authorization from City personnel. A \$25.00 moving fee will be required to relocate the meter to a new site. The contractor is liable for the loss or any damage sustained to the meter, valve or connections during its period of use.

 Signature of Authorized Representative

 Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>July 27, 2015</u>	<u>Appropriation</u>
Requested By: <u>B. Eng</u>	Source of Funds: <u>Fund 15</u>
Department: <u>Planning & Development</u>	Account Number: <u>015-9892-649-1100</u>
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$125,000.00</u>
Other: <input type="radio"/>	Amount Requested: <u>\$72,629.47</u>
	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

Attachments :

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

SUMMARY & RECOMMENDATIONS

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

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

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

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

Action Required of Council:

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

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: July 27, 2015

Requested By: Bob Eng

Department: Planning

Report: Resolution: Ordinance:

Appropriation

Source of Funds: Fund 15

Account Number: 015-9892-649-1100

Amount Budgeted: \$125,000.00

Amount Requested: \$72,629.47

Budgeted Item: YES NO

Exhibits:

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

SUMMARY & RECOMMENDATION

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Approved for City Council Agenda

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

Lot

INVITATION

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

ACCESS

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

Brooks Concrete Inc	Addendum No 2 to #15010.pdf
IKLO Construction	Addendum No. 1 to #15010, pdf#15010 Pricing Proposal to Addendum #1, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE
Acme Inc	Addendum No. 1 to #15010, pdf#15010 Pricing Proposal to Addendum #1, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf
HARRIS CONSTRUCTION COMPANY, LTD	#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf
Perkens WS Corporation	Addendum No 2 to #15010, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf#15010 Pricing Proposal to Addendum #1, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf#15010 Addendum No. 1 to #1501
Dale Dobbins	#15010 Pricing Proposal to Addendum #1, pdf#15010 Addendum No. 1 to #15010, pdf
Dort & O'Connor Contractors	#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf
Taylor & Taylor Construction	Addendum No 2 to #15010, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf#15010 Pricing Proposal to Addendum #1, pdf#15010 Addendum No. 1 to #1501
CDC News	Addendum No 2 to #15010, pdf#15010 Pricing Proposal to Addendum #1, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf#15010 Addendum No. 1 to #15010, pdf
TriKings Construction	#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf#15010 Addendum No. 1 to #15010, pdf#15010 Pricing Proposal to Addendum #1, pdf
Hearn Company	#15010 Pricing Proposal to Addendum #1, pdf#15010 Addendum No. 1 to #15010, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf
The Blue Book Building & Construction Netw	Addendum No 2 to #15010, pdf#15010 Pricing Proposal to Addendum #1, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf#15010 Addendum No. 1 to #15010, pdf
AAA Asphalt Paving Inc.	Addendum No 2 to #15010, pdf#15010 Pricing Proposal to Addendum #1, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf
North America Procurement Council	Addendum No. 1 to #15010 Pricing Proposal, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf
Precise Services Inc.	Addendum No 2 to #15010, pdf#15010 Pricing Proposal to Addendum #1, pdf#15010 Addendum No. 1 to #15010, pdf#15010 Addendum #1, doc#15010 Addendum No. 1 to #15
Wingfoot Commercial Tire Systems, LLC	Addendum No 2 to #15010, pdf#15010 Pricing Proposal to Addendum #1, pdf#15010 Addendum No. 1 to #15010, pdf#15010 Pricing Proposal, pdf#15010 Addendum #1, pdf#15010 :
Construction Software Technologies	#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf
Construction Data Company	
Tukmol General Contractor	
Teamwork Cnstruction	Addendum No 2 to #15010, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf#15010 Pricing Proposal to Addendum #1, pdf#15010 Addendum No. 1 to #15010, pdf#15010 Addendum No. 1 to #1501
aztec remodeling & landscaping company	#15010 Pricing Proposal to Addendum #1, pdf#15010 Addendum No. 1 to #15010, pdf#15010 Addendum No 2 to #15010, pdf#15010 S. 3rd Street Public Parking Lot COMPLETE, pdf#15010 Addendum #1, doc



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Invitation to Bid

Sealed Bid #15010 – S. 3rd Street Public Parking Lot

required for use by

The City of La Porte Planning Department

issued by

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

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.

Bid Opening Date: Thursday, May 21, 2015

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

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

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

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

No late bids will be considered

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

Published: April 30, 2015
May 7, 2015



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

May 6, 2015

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

Dear Vendor:

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

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

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

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

Please include this form as part of your returned bid.

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

Thank you for your cooperation in this matter.

Regards,

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

I acknowledge the receipt of Addendum #1.

Signature _____



City of La Porte

Established 1892

Purchasing Department

Cherell Doerner, Purchasing Manager

May 20, 2015

Addendum No. 2 to Sealed Bid #15010 – S. 3rd Street Public Parking Lot

Dear Vendor:

The successful Bidder must execute attached agreement furnish PERFORMANCE and PAYMENT BONDS on the forms furnished with the addendum in the amount of 100% of the total Contract price.

Change of due date and opening date of Bid

Bids will be received at the City Hall Information Desk, 604 W. Fairmont Parkway, TX 77571 until 2:00 p.m., Central Standard Time on Tuesday, May 26, 2015.

Please include this form as part of your returned bid.

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

Thank you for your cooperation in this matter.

Regards,

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

I acknowledge the receipt of Addendum #2.

Signature _____

604 W. Fairmont Parkway ■ La Porte, Texas 77571 ■ (281)470-5123 ■ www.laportetx.gov

Scanned by CamScanner



General Information to Bidders

From Posting the Request for Quote to Submission

Article 1. Requirements for Bidding and Instructions to Bidders

1.1 The Bid Documents

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

1.2 Preparing the Bid

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

1.3 Obtaining the Bid Documents

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

1.3.1 Downloadable Bid Documents

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

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

1.3.1.2 Printable Documents

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

1.3.1.3 Plans and Drawings

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

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



1.4 Clarifications and Addenda

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

1.4.1 Clarifications

A request for such interpretation should be submitted in writing at PublicPurchase.com 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. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City. These interpretations, clarifications or supplemental instructions will be placed with the solicitation documents on PublicPurchase.com not later than 2 working days prior to the scheduled time for receipt of bids. Addenda posted less than the 2 working days prior to the scheduled time for receipt of bids may include an extension to the original date of scheduled for receipt of bids.

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

1.4.3 Communications

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

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

1.5 Examination of the Bid documents and Work Site

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

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



1.6 Exceptions or Variances

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

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

1.7 Bid Prices Must Incorporate All Costs, Excluding Taxes

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

1.7.1 Taxes

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

1.8 Completion of the Bid Documents

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

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

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

1.9 Trade Names and Substitutions

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



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

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

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

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

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

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

1.10 Authorized Dealer/Distributor

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

1.11 Recycled materials

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

1.12 Estimated Quantities

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

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



1.13 Bid Modifications

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

1.14 Withdrawal of bids

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

1.15 Cooperative or Interlocal Purchases

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

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

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

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

1.16 Submission of Bids

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

1.16.1 Bidders are responsible for Bid delivery

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



From Bid Receipt and Evaluation to Award

1.17 Bid Opening

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

1.18 Effective Term of Bid

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

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

1.19 Evaluation and Consideration of Bids

1.19.1 Determination of responsiveness

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

1.19.1.1 Must Bid all line items

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

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

1.19.1.2 Mathematical Calculations

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

1.19.1.3 Unbalanced Bids

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

1.19.1.4 Conditional Bids

Conditional bids will not be accepted.

1.19.2 Determination of Responsibility

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



1.19.2.1 Bidder Debts or Defaults

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

1.19.2.2 Competency of Bidder

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

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

1.19.2.3 Rejection of bids and waiver of informalities

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

1.19.2.4 Tie Bids

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

1.20 Method of award

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

Best value criteria includes, but is not limited to:

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

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

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



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

ARTICLE 2 Incorporation of Exhibits

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

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



ARTICLE 3 - Standard Terms and Conditions

3.1 General Provisions

3.1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.2 Interpretation of the Contract

3.1.2.1 Order of Precedence

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



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

3.1.2.2 Interpretation and Rules

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

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

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

3.1.2.3 Funding

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

3.1.2.4 Severability

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

3.1.2.5 Survival of Terms

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

3.1.2.6 Entire Contract

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

3.1.3 Subcontracting and Assignment

3.1.3.1 No assignment of Contract

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



3.1.3.2 Subcontracts

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

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

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

3.1.3.3 No Pledging or Assignment of Contract Funds without City approval

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

3.1.4 Contract Governance

3.1.4.1 Governing Law and Jurisdiction

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

3.1.4.2 Cooperation by Parties and between Contractors

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

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

3.1.4.3 Independent Contractor



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

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

3.1.4.4 Authority

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

3.1.4.5 Joint and Several Liability

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

3.1.4.6 Contractor Compliance to Ordinance 98-2217

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

3.1.4.7 Contractor Compliance to Protection of Resident Workers

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

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

3.1.4.8 Ethics

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

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



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

3.1.4.9 Conflict of Interest

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

3.1.4.10 Confidentiality

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

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

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

3.1.4.11 Indemnity

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

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



3.1.4.12 Drug Free Work Place

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

3.1.4.13 Local Bidder Preference

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

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

3.2 Compensation Provisions

3.2.1 Ordering, Invoices and Payment

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

3.2.1.1 Invoices

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

3.2.2 Recordkeeping and Audits

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

3.2.2.1 Audits

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



3.2.2.2 Federally Funded Contracts

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

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

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

3.3 Compliance with all laws

3.3.1 General

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

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

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

3.3.2 Compliance with Environmental Laws and related matters

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

3.3.2.1 Proof of Noncompliance

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

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

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



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

3.3.2.2 Costs

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

3.4 Contract Disputes and Termination

3.4.1 Termination

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

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

3.4.2 Dispute Resolution

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

3.4.2.1 Resolution Process

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

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

3.5 Events of Default and Termination

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



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

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

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

3.5.1 Cure or Default

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

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

3.6 Department-specific requirements

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

3.6.1 Permits

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

ARTICLE 4 Special Conditions for Services Contracts

4.1 Providing Services

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



4.2 Timeliness of Performance of Services

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

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

4.2.1 Force Majeure

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

4.3 Standard of Performance of Services

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

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

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

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

4.4 Additional Services

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

4.5 Suspension of Services

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



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

4.5 Personnel

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

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

4.6 Purchase Orders

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

4.7 Price Revision Clause

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

4.7.1 Increases

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

4.7.2 Decreases

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

4.8 Delivery of Goods

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

4.9 Inspection and Defects

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



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

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

4.10 Quality

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

4.11 Warranty and Product Information

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

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

ARTICLE 5 Scope of Work and Detailed Specifications

5.1 General Scope of Work

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

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

5.2 Technical Requirements

5.2.1

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

5.2.2 Responsibilities

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

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



- Install lighting
- Provide car stops

The successful Contractor will perform the following:

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

5.2.3 Time to Complete

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

5.3 Silence of Specifications

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

ARTICLE 6 Insurance Requirements

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

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

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

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

ARTICLE 7 Proposal Pages

7.1

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



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

ARTICLE 8 EXECUTION AND ACCEPTANCE PAGES

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

Remainder of this page intentionally blank.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

8.4 Bid Execution By a Sole Proprietor

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

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

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

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

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

SIGNATURE OF PROPRIETOR:

(SIGNATURE)

DOING BUSINESS AS:

(Print or Type)

Business Address

(Print or Type)

(Print or Type)

(Print or Type)

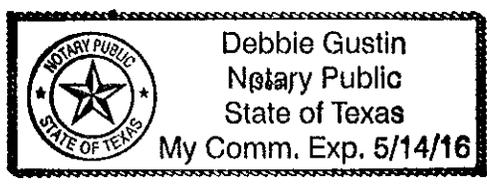
Syed Omar
Trakings - Construction
16215 Morgans Turn

State of TEXAS County of HARRIS

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

Debbie Gustin
Notary Public Signature

Commission Expires: 5/14/2016





City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Article 9 EXHIBITS
Exhibit pages to follow

Remainder of page intentionally blank



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Exhibit A Pricing Proposal to Sealed Bid #15010 - REVISED

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

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

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

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

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

E-mail: Syed Omar@TriKings-Construction.com



Exhibit A Pricing Proposal to Sealed Bid #15010

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

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

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

Company Name: _____ Authorized Signer: _____
(Printed Name)

Telephone No: _____ Authorized Signer: _____
(Signature)

E-mail: _____



Exhibit B Insurance Requirements

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

General Liability:

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

Automobile Liability:

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

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

Worker's Compensation:

A. Definitions:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007



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

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

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

1.

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

Name of business/DBA: _____

Address: _____

City: _____ State: _____ Zip: _____

- Sole Proprietorship
 Partnership
 Corporation
 Other _____

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

Name: _____

City: _____

2. General Business Information:

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

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

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



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

LOCAL BIDDER PREFERENCE APPLICATION, Continued

Name: _____

Address: _____

Contract Value \$ _____

(c) Other economic development benefit deemed pertinent by applicant

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

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

(Name of Bidder) (Date)

(Signature)

(Print Name)

THE STATE OF TEXAS §

COUNTY OF _____ §

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

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

Commission Expires: _____

TECHNICAL SPECIFICATIONS

ITEM 00676 TRAFFIC PAINT (WATER BASED)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Medium Chrome Yellow

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

	<u>Min.</u>	<u>Max.</u>
Initial	53	59
Final	45	

In addition, the allowable change between the initial and final luminance factors shall be no more than 9 units. The initial and final CIE Chromaticity Color coordinates of the pigment shall be within the rectangle defined by the sets of coordinates (0.490, 0.455), (0.511, 0.433), (0.514, 0.480), and (0.535, 0.488).

Method of Test: The pigment shall be tested in accordance with Test Method Tex-810-B, two coats.

The formulation for the test enamel using the pigment to be tested is as follows:

<u>Material</u>	<u>Parts by Weight</u>
Medium Chrome Yellow	600
75% Traffic Alkyd Resin (1)	298
4% Calcium Drier	5
6% Cobalt Drier	2
6% Zirconium Drier	2
Anti-Skinning Agent	2
Mineral Spirits	172 (2)

- 1) Traffic Alkyd Resin Solution shall meet the requirements of the part of this specification titled "Traffic Alkyd Resin Solution" of this specification.
- 2) The amount of Mineral Spirits may be varied slightly to produce the desired grinding consistency.
- 3) Extenders

a. Calcium Carbonate

CaCo ₃	97.0% Min.
H ₂ O	0.4% Max.
Density	2.6302 to 2.7299
Weight Retained on No. 325 Sieve	0.75% Max.

Color: Equal to material listed in Standard Formula. Substitution in a Standard Formula shall not result in a viscosity variation greater than 5 KV.

b. Talc - ASTM D605

c. Silica

SiO ₂	99.5% Min.
H ₂ O	0.05% Max.
Density	2.5810 to 2.7011
Oil Absorption	25 lb/100 lb Max.
ASTM D281 Weight Retained on No. 325 Sieve	1.0% Max.

E. Resins

1. Acrylic Traffic Resin shall be similar and equal to the standard sample approved by the State Department of Transportation.

Solid Contents, Percent	60.0 - 62.0
Viscosity, #3 Spindle 60 RPM, cps	840 - 860
pH	8.8 - 9.0
Density, 25C	1.066 to 1.078

In addition to the above requirements, the infrared spectrum and gel permeation chromatogram shall match the standard spectrum and chromatogram on file with the State Department of Public Transportation.

F. Miscellaneous Materials

1. Water, Potable
2. Methyl Alcohol, ASTM D1152 with Refractive Index 1, 3320 Max.
3. Diethylene Glycol Monobutyl Ether, Glycol Ether DB

Bolling Range, C	228 to 234
Flash Point, C, COC	115 Min.
Density, 25C	0.948 to 0.953
Refractive Index, 20C	1.4314 to 1.418
Color	Water, White
Appearance	Clear, Sediment Free
Refractive Index	1.4290 Min.

4. Anti-Skinning Agent
5. Dispersant-Byk 156, Byk Chemie
6. Surfactant-Triton CF-10, Union Carbide
7. Defoamer
8. Hydroxy Ethyl Cellulose - Natrasol 250 LR, Aqualon
9. Attapulgate Clay - Attagel 50, Eulehard
10. Preservative

FORMULA
WPT-10, WHITE WATER BASED TRAFFIC PAINT

	<u>POUNDS</u>
Acrylic Emulsion, 60% Solids, Rhom & Haas, TP-257	460
Coalescent, Glycol Ether DB	20
Coalescent, Exxon, Exxate 800	10
Titanium Dioxide, Rutile Type II	150
Silica	125
Calcium Carbonate, JM Huber, Hubercarb M-4	400
Attapulgate Clay, Engelhard, Attagel 50	4
Hydroxy Ethyl Cellulose, Aqualon, Natrosol, 250 LR	2
Defoamer	4
Dispersant, Byk Chemie, Byk 156	6
Surfactant, Union Carbide, Triton CF-10	2
Methyl Alcohol	20
Preservative	3-7
Water, Potable	90
	TOTAL 1300

Density: ±0.05 Kg of theoretical density
 Grind: 4 Min Particles: 8 Max (Test Method Tex-806-B)
 Viscosity: 80-100 KV
 Skinning: No skinning within 48 hours (Test Method Tex-811-B)

FORMULA
YPT-10, YELLOW WATER BASED TRAFFIC PAINT

	<u>POUNDS</u>
Acrylic Emulsion, 60% Solids, Rhom & Haas, TP-257	460
Coalescent, Glycol Ether DB	20
Coalescent, Exxon, Exxate 800	10
Medium Chrome Yellow, Cookson Y-969-L	125
Titanium Dioxide, Rutile Special	25
Silica	125
Calcium Carbonate, JM Huber, Hubercarb M-4	430
Attapulgate Clay, Engelhard, Attagel 50	4
Hydroxy Ethyl Cellulose, Aqualon, Natrosol, 250 LR	2
Defoamer	4
Dispersant, Byk Chemie, Byk 156	6
Surfactant, Union Carbide, Triton CF-10	2

Methyl Alcohol
Preservative
Water, Potable

20
5
90
TOTAL 1328

Gallon Weight: ± 0.10 lb. of theoretical gallon weight
Grind: 4 Min Particles: 8 Max (Test Method Tex-806-B)
Viscosity: 80-100 KV
Skinning: No skinning within 48 hours (Test Method Tex-811-B)

676.9 Construction Methods. All traffic paint applications shall meet the following requirements, and shall be applied in accordance with the Item, "Traffic Paint Striping (Water Based)".

- A. Traffic paint shall be applied with a minimum thickness of 10 mils, measured in dry condition, prior to adding any glass reflective spheres.
- B. The paint shall be transported to the job site in five gallon unopened containers. No thinning of the paint is allowed after the paint is received from the manufacturer. Paint striping shall be applied when the air temperature is 45°F, and rising.
- C. Paint striping shall be applied and measured to $\pm 1/4$ " of the specified widths. Paint thinner can only be used to flush the pumps. The flushing liquid is not to go through the spray nozzles and onto the roadway.

All traffic paint striping not meeting these requirements shall be "touched up" and/or completely restriped to these standards and in accordance with the drawings at no additional cost to the City of La Porte.

Where traffic buttons exist, the paint shall be applied to the pavement adjacent to, but not on the buttons or markers, unless another method is specified.

Word and symbol markings on pavement shall be in accordance with "Pavement Word and Symbol Markings" section of the latest Texas Manual on Uniform Traffic Control Devices of the State Department of Transportation.

Prior to beginning work, the Contractor shall furnish mill certificates, from the paint manufacturer, indicating in detail that the paint meets this specification. As stated, the City of La Porte retains the option to test this material to determine if it meets this specification. The tests shall be paid for by the Contractor.

676.10 Testing. When required, the Contractor shall pay for and provide to the City of La Porte, a testing report performed by a local testing laboratory designated by the Engineer. The report shall verify that the raw and finished materials, to be supplied under this contract, meet the requirements of this specification. These tests shall be paid for by the Contractor. One set of tests shall be made on each batch of paint.

676.11 Rejection. Materials and finished products which fail to meet any or all requirements of these specifications shall be subject to rejection. All materials and finished products rejected by the Engineer, whether in containers or applied to the roadway surface, shall be removed from the job site and replaced with materials meeting specifications and requirements and all costs of such removal and replacement shall be borne by the Contractor.

676.12 Measurement & Payment. Payment for this material shall be in accordance with the conditions prescribed in the contract awarded by the City of La Porte and as shown on the bid items, or payment shall not be made directly but will be considered subsidiary to the furnishing and application of white or colored water based traffic paint, as specified.

TECHNICAL SPECIFICATION

ITEM 00360 CONCRETE PAVEMENT

360.1 Description. This item shall consist of a pavement of Portland cement concrete, with reinforcement, as shown on the plans, with or without monolithic curbs, constructed as herein specified on the prepared subgrade or other base course in conformity with the thickness and typical cross sections shown on the drawings, and to the lines and grades established by the Engineer.

360.2 Materials. The cement shall be either Type I or Type III of a standard brand of Portland cement which shall conform to ASTM Designation C150. Type III cement shall be used when high early concrete is required. If the use of high early strength cement is not specified, and the Contractor desires to use it, he shall obtain written permission of the Engineer and shall assume all additional costs incurred by the use of such cement.

Flyash may be used with the cement. Cement plus flyash shall be composed of Portland cement, of the type specified herein, and a maximum of 28 percent flyash by absolute volume. It is recommended that the percent of flyash by absolute volume be reduced to a maximum of 20 percent during cold weather concreting (average ambient temperature, over a 24 hour period after placement, less than 50°F). Flyash shall be Class C conforming to the requirements of ASTM C618, "Specification for Flyash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete". Flyash shall have a minimum CaO Content of 20 percent.

Unless otherwise designated on the drawings, or herein, all bar reinforcement shall be deformed and shall conform to ASTM Designation A615, Grade 40, open hearth, basic oxygen or electric furnace new billet steel. Grade 60 may be used, provided it is furnished to the City of La Porte at the same price as Grade 40.

The use of prefabricated deformed steel bar mats, conforming to ASTM A184, is not permitted.

With prior approval of the Engineer, admixtures meeting the requirements of ASTM Designation C494, titled "Chemical Admixtures for Concrete" and ASTM Designation C1017 titled "Chemical Admixtures for use in Producing Flowing Concrete", may be used.

Aggregates shall conform to ASTM C33, "Specifications for Concrete Aggregates". Coarse aggregate shall consist of durable particles of gravel, crushed stone, or combinations thereof, free from frozen material or injurious amounts of salt, alkali, vegetable matter, or other objectionable material either free or as an adherent coating, and its quality shall be reasonably uniform throughout. It shall contain not more than 0.25 percent by weight of clay lumps, not more than 1.0 percent by weight of laminated and/or friable particles. It shall have a wear of not more than 35 percent when tested in accordance with ASTM method C131, the "Los Angeles Abrasion Test." When tested by ASTM method C136 and ASTM C117, it shall meet the following grading requirements:

**TABLE I
COARSE AGGREGATE GRADATION**

% Retained by Wt.

Retained on 1-3/4" sieve	0%
Retained on 1-1/2" sieve	0% to 5%
Retained on 3/4" sieve	30% to 65%
Retained on 3/8" sieve	70% to 90%
Retained on No. 4 sieve	95% to 100%

The loss by decantation shall be a maximum of one percent.

Fine aggregate shall consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. It shall be free from frozen material, or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall contain not more than 0.5 percent, by weight, of clay lumps. When subjected to the color test for organic impurities (ASTM method C40), the fine aggregate shall not show a color darker than the standard.

Unless otherwise specified, fine aggregate shall meet the following grading requirements:

**TABLE II
FINE AGGREGATE GRADATION**

Retained on 3/8" sieve	0%
Retained on No. 4 sieve	0% to 5%
Retained on No. 8 sieve	0% to 20%
Retained on No. 16 sieve	15% to 50%
Retained on No. 30 sieve	35% to 75%
Retained on No. 50 sieve	65% to 90%
Retained on No. 100 sieve	90% to 100%
Retained on No. 200 sieve	97% to 100%

Fine aggregate shall be subjected to the Sand Equivalent Test. The sand equivalent shall be not less than 80.

Mineral filler shall consist of stone dust, clean crushed sand or other approved inert material.

Mixing water for concrete shall conform to the requirements for water specified in ASTM C94, "Specification for Ready Mixed Concrete".

Boards for expansion joint filler shall be 3/4-inch finished thickness Class A redwood. Joint sealant shall meet the requirements of ASTM D3405, titled "Standard Specifications for Joint Sealants, Hot Poured, for Concrete and Asphalt Pavement". Joint sealant for expansion joint shall be installed 1/4" below the top of pavement elevation.

Load transmission devices for expansion joints shall be of 3/4-inch finished thickness class A redwood, an approved metal brace or device and 18-inch long steel dowel thru the center of the redwood on 12-inch centers. The dowels shall be 1-inch in diameter for pavement thicknesses up to and including 8-inches and 1-1/4-inch diameter for pavement thicknesses of 9-inches or more. All dowels shall be deformed on one end. Each approved metal brace or device shall be attached

and shall hold the dowel firmly to the redwood board. On one side of the redwood, the dowel bar shall be completely capped or sheathed to prevent bonding to the concrete to provide for expansion. On the other side, it shall be fixed to the approved metal brace or device ensuring a position perpendicular to the redwood and parallel to the proposed slab to deter bending, bearing and shearing stresses.

Tie bars are to be minimum 5/8-inch diameter, Grade 40, steel and minimum 30-inches in length and spaced maximum 48-inches center to center.

Metal devices for expansion and contraction joint assemblies, (such as welded wire bar chains, bar stakes, end marker channels, etc.) shall be as shown on the drawings or may be similar devices of equivalent or greater strength, approved by the Engineer, that will secure the joint assembly in correct position during the placing and finishing of concrete. The Contractor shall have an option of using a metal winged plate or a flat metal plate.

All contraction and longitudinal joints that are not at the edge or end of a pour shall be saw cut. Metal or fiber strips placed in the uncured concrete will not be permitted. The joints shall be sawed as soon as sawing can be accomplished without damage to the pavement and as directed by the Engineer. Once sawing has commenced, it shall be continued until completed. The saw cut shall be made with one pass of the concrete saw. Sawing must be accomplished even in rain or cold weather. All sawing must be completed within twenty-four hours of placement. Should the sawing for any days placement fail to be completed within twenty-four hours, the following concrete placement shall be limited to the amount that was sawed on time. This limitation shall continue until the sawing crew demonstrates it can handle a larger volume of sawing.

The sawed cut shall be a minimum 1/4 inch width and have a depth of one-fourth the thickness of the pavement. Joint sealant installation shall be 1/8" below the top of pavement grade.

Unless otherwise specified, transverse sawed control joints shall be constructed at twenty-foot intervals measured along the longitudinal axis of the roadway, or as directed by the Engineer.

360.3 Proportioning of Concrete. Cement, aggregates, chemical admixtures and water shall be in accordance with the requirements of the Item 00421, "Structural Concrete", Class C-1.

Unless otherwise permitted, the concrete mix design shall be proportioned to provide a slump of between 1 and 4 inches. A slump range of 1" to 3-1/2" shall be used for concrete laid with a slip form paver, while vibrated concrete shall have a slump range of 2" - 4", when tested in accordance with ASTM Method C143, "Slump Test". A slump test will be made for each sample of concrete obtained for the casting of test beams, or when slumps appear to be outside specification requirements.

Pavement mix designs shall meet flexural requirements of at least five hundred (500) pounds per square inch, at seven (7) days, and at least six hundred (600) pounds per square inch, at twenty eight (28) days, using ASTM Method C78, "Flexural Test of Simple Beam with Third Point Loading". When high early strength cement is used, it shall reach at least 500 psi at seven days and 600 psi at twenty eight days. The concrete shall contain not less than five and one-half sacks of cement per cubic yard.

Four test beams for a flexural strength value shall be taken from the concrete for each 150 cubic yards or less of pavement placed each day. The flexural strength value using the average of two beams shall be obtained at 7 days, using ASTM Method C78, and shall meet the strength requirements outlined above. The flexural strength value using the average of the second set of beams, shall be obtained at 28 days using ASTM Method C78. Additional beams may be as required due to concrete placing conditions, or for adequately determining the strength of concrete when the early opening of the pavement to traffic is dependent upon concrete strength tests. No

extra compensation shall be allowed for materials and work involved in fulfilling these requirements.

360.4 Equipment. All equipment necessary for the construction of concrete pavement shall be on the job and shall have been approved by the Engineer as to condition, before the Contractor will be permitted to begin construction operations on which the equipment is to be used.

A template, or other approved method, for checking the contour of the subgrade shall be provided and operated by the Contractor. The template shall rest upon the side forms and shall be of such strength and rigidity that under a test made by changing the support to the center, it shall not show a deflection of more than 1/2-inch. It shall be provided with accurately adjustable rods projecting downward to the subgrade at 1-foot intervals and these rods shall be adjusted to the required crosssection of the bottom of the slab, when the template is resting upon the side forms.

Side forms shall be of metal of approved cross section. The preferred depth of the form shall be equal to the required edge thickness of the pavement. Forms with depths greater or less than the required edge thickness of the pavement will be permitted, provided the difference between the form depth and the edge thickness is not greater than 1- inch, and further provided that forms of a depth, less than the pavement edge are brought to the required edge thickness by securely attaching wood or metal strips, of approved section, to the bottom of the form, or by grouting under the form. Bottom flange of the form shall be the same size as the thickness of the pavement. Aluminum forms are not allowed. All forms must be approved by the Engineer.

The length of form sections shall be not less than 10-feet and each section shall provide for staking in position with not less than 3 pins. Flexible or curved forms of wood or metal of proper radius shall be used for curves of 100-foot radius or less. Forms shall be ample strength and shall be provided with adequate devices for secure setting so that when in-place they will withstand without visible springing or settlement, the impact and vibration of the finishing machine. In no case shall the base width be less than 8-inches for a form 8-inches or more in height. The forms shall be free from warp, bends or kinks and shall be sufficiently true to provide a reasonable straight edge on the concrete and the top of each form section, when tested with a straight edge, shall conform to the requirements specified for the surface of the completed pavement. Sufficient forms shall be provided for satisfactory prosecution of the work.

All pavement shall be finished by machine, except as hereinafter provided. The transverse finishing machine shall be provided with two screeds and a tamp accurately adjusted to the crown of the pavement and shall be power driven and mounted in a substantial frame equipped to ride on the forms and shall be so designed and operated as to strikeoff and consolidate the concrete.

The longitudinal finishing machine shall be provided with a longitudinal float not less than 10-feet in length, adjusted to a true plane, shall be power driven and shall be so designed and operated as to finish the pavement to the required grade.

Finishing machine shall be maintained tight and in good operating condition accurately adjusted to the required crown or profile and free from deflection, wobble or vibration tending to affect the precision of finish. Machines failing to meet these requirements will be condemned by the Engineer and the Contractor shall remove this equipment from the jobsite and provide approved equipment.

When hand finishing is permitted under this specification, the Contractor shall provide a strike template and tamping template, both of lumber, or equivalent metal section, and at least 2-feet longer than the width of the pavement. Both templates shall conform to the crown section of the pavement and the tamp, if of wood, shall have a steel face not less than 3/8-inches in thickness. He shall also provide a longitudinal float of an approved design.

The Contractor shall furnish a canvas or canvas-rubber composition belt for finishing the pavement, not less than 6-inches nor more than 10- inches wide, and at least 2-feet longer than the width of the pavement. A burlap finish is also allowed.

The Contractor shall furnish and maintain at least two standard 10-foot steel or aluminum straight-edges.

The Contractor shall furnish a sufficient number of bridges equipped to ride on the forms and span the pavement for finishing operations and for the installation and finishing of joints and center strips. All necessary finishing and edging tools shall be furnished as may be required to complete the pavement in accordance with the drawings.

360.5 Slip Form Paver. In the event the Contractor is permitted to use a slip form paving machine, all equipment and techniques used must be first approved by the City Engineer prior to any such operations. In the event a slip form paver is disapproved, then the equipment specified elsewhere in this item shall be used. The approval process shall take place after bids are received.

A Clary screed, as approved by the City Engineer, may be used in lieu of a mechanical bull float and oscillating screed, as long as the Contractor can show that it will not ride over the concrete. Hand vibrators are required at the jobsite, when pouring concrete. A hand vibrator shall be used around all load transfer devices.

360.6 Subgrade and Forms. The subgrade shall be excavated as required, all unstable or otherwise objectionable material removed, and all holes, ruts, and depressions filled with approved material, as per Item 205 "Subgrade". Rolling and sprinkling shall be performed when, and to the extent directed, and the roadbed shall be completed to or above the drawings of the typical sections shown on plans and the lines and grades established by the Engineer. Material excavated in the preparation of the subgrade shall be utilized in the construction of adjacent shoulders and slopes, and any additional material required for the completion of the sections shall be secured from sources indicated on plans or designated by the Engineer. Drainage of the roadbed shall be maintained at all times.

The subgrade shall be finished to the exact section of the bottom of the pavement as shown on plans, and tested with the approved template operated and maintained by the Contractor. The subgrade shall be maintained in a smooth, compacted condition, in conformity with the required section and established grade until the pavement is placed, and shall be kept thoroughly wetted down sufficiently in advance of placing any pavement to insure its being in a firm and moist condition for at least 2 inches below the prepared surface. Sufficient subgrade shall always be prepared in advance to insure satisfactory prosecution of the work. No equipment or hauling shall be permitted on the prepared subgrade, except on special permission of the Engineer, which will be granted only in exceptional cases and only where a suitable protection in the form of two-ply timber mats or other approved material is provided.

The subgrade under the forms shall be firm and cut true to grade so that each form section when placed will be firmly in contact for its whole length and base width, and exactly at the established grade. Any subgrade under the forms below established grade shall be corrected, using suitable material, placed, sprinkled and rolled as directed. Forms shall be staked with at least three pins for each ten-foot section. A pin shall be placed at each side of every joint. Form sections shall be tightly joined and keyed to prevent relative displacement. Forms shall be cleaned and oiled each time they are used.

Forms shall be set for a sufficient distance in advance of the point where concrete is being placed to permit a finished and approved subgrade length of not less than 300 feet ahead of concrete placement, or as approved by the Engineers. Conformity of the grade and alignment of forms shall be checked immediately prior to placing concrete, and all necessary corrections made by the Contractor. Where any form has been disturbed or any subgrade becomes unstable, the form shall

be reset and rechecked. In exceptional cases, the Engineer may require suitable stakes driven to the grade of the bottom of the forms to afford additional support. Sufficient stability of forms to support the equipment operated thereon and to withstand its vibration without springing or settlement shall be required. If forms settle over one-eighth (1/8) inch under finishing operation, paving operations shall be stopped and the forms shall be reset to line and grade.

Forms shall remain in place for not less than 8 hours after the concrete has been placed. They shall be carefully removed in such a manner that little or no damage will be done to the edge of the pavement. Any damage resulting from this operation shall be immediately repaired. After the forms have been removed, the ends of all joints shall be cleaned, and any honeycombed areas pointed up with approved mortar.

Immediately after pointing is complete, the form trench shall be filled with earth from the shoulders in such manner as to shed water from rainfall or curing away from the edge of the pavement. On completion of the required curing, the subgrade or shoulders adjacent to the pavement shall be placed in condition to maintain drainage.

360.7 Reinforcing Steel and Joint Assemblies. All reinforcing steel, tie bars and load transmission units used in accordance with plan provisions shall be accurately placed and secured in position in accordance with details shown on drawings. Reinforcing bars shall be securely wired together at all intersections and splices, and shall be accurately wired to each dowel and load transmission unit intersected. The tie bars shall be installed in required position by the method and device shown on drawings, or by approved method and device equivalent thereto. Bar coatings required by plans, and of material specified, shall be completed and the bars and coating shall be free of rust, dirt or other foreign matter at the time of installation in the concrete. Reinforced steel to be supported on bar chairs or other approved devices placed on maximum 36" centers each way.

Where plans require an assembly of parts at pavement joints, the assembly shall be completed, placed at required location and elevation, and all parts rigidly secured in required position by the method and devices shown on plans, or by approved method and devices equivalent thereto. Dowel Bars shall be accurately installed in joint assemblies in accordance with drawings, each parallel to the pavement, and shall be rigidly secured in required position by such means (as shown on plans, or approved equivalent thereto) that will prevent their displacement during placing and finishing of the concrete. The assembled units comprising the load transmission devices shall be accurately installed in joint assemblies in accordance with plans, each unit vertical with its length perpendicular to the centerline of the pavement, and all units shall be rigidly secured in required position by such means (as shown on drawings, or approved equivalent thereof) that will prevent their displacement during placing and finishing of the concrete. Leader boards, joint filler and other material used for forming joints shall be accurately notched to receive each load transmission unit. All load transmission units shall be free of rust and clean when installed in the concrete.

360.8 Concrete Placing. No concrete shall be placed when the air temperature is at or below 35° F. The temperature of the concrete shall at no time fall below 60° F., or exceed 100° F.

When the concrete reaches a temperature of 85° F., retarders shall be introduced into the mixture and shall continue to be used until the concrete reaches a temperature of 95° F.

After 95° F. and through 100° F., a plasticizer shall be introduced into the mixture. After 95°, ice may be used to control temperature, in lieu of a plasticizer.

For concrete between temperatures of 85° F. through 95° F., the slump shall be as specified in Item 360. For concrete with temperatures greater than 95° F., slumps shall be as specified by the Engineer.

The amount of retarder or plasticizer, introduced into the mixture, shall be in accordance with the manufacturer's recommendations. See part 360.2, Materials, for requirements of admixtures.

No concrete shall be used if the concrete has developed initial set, or which is not in place within 1-1/2 hours after the initial water has been added.

Pouring concrete during inclement weather, which would adversely effect the quality and/or finish of the concrete pavement does not relieve the contractor from his responsibility to provide a pavement that complies with the specification.

360.9 Joints. All transverse and longitudinal joints in the pavement shall be of the type or the alternate type shown on the drawings, shall be constructed at required locations, on required alignment in the required relationship to tie bars and joint assemblies and in accordance with the details shown on the plans.

Normally, the stoppage of the placement of concrete shall be scheduled to occur at proposed expansion joints, or at proposed longitudinal joints located between traffic lanes. If it becomes necessary to stop the placement of concrete at an unscheduled location due to unforeseen circumstances, the stoppage may occur at a proposed contraction joint, or at other locations with the approval of the Engineer. The following provisions shall govern for each type of joint at which the placing of concrete is stopped:

When the placing of concrete is stopped at any expansion joint, the complete jointed assembly shall be installed and rigidly secured in required position as shown on plans. A bulkhead of sufficient cross sectional areas to prevent deflection, accurately notched to receive the load transmission units or dowels, as the case may be, and shaped accurately to the cross section of the pavement shall be provided and installed as a back-up for the joint filler and rigidly secured in required position to permit accurate finishing of the concrete up to the joint. After the concrete has been finished to the joint, formation of the joint seal space and finishing of the joint shall be executed as specified herein and in accordance with plan requirements. The back-up bulkhead shall remain in place until immediately prior to the time when concrete placing is resumed, when it shall then carefully be removed in such manner that no element of the joint assembly will be disturbed. The exposed portions of the joint assembly shall be free of adherent concrete, dirt or other material at the time placing of concrete is resumed.

When placing of concrete is stopped at a longitudinal joint, all applicable provisions of Section 360.7 shall apply in addition to the following requirements:

The face of the bulkhead at the joint shall be grooved or recessed as necessary to provide the required spaces for the top and bottom breaker strips as shown on plans. The bulkhead shall be either drilled or notched to receive the tie bars. Tie bars shall be secured in required position by use of adequate transverse bracing and vertical supports meeting the approval of the Engineer.

When placing of concrete is stopped at a contraction joint, all applicable provisions of Section 360.7 shall apply, in addition to the following requirements:

The face of the bulkhead adjoining the slab end shall be notched and grooved to fit the exposed half-screen of the joint assembly and shall be shaped to form the slab end at the center of joint as shown on plans. The half-width of joint seal-space may be formed by a strip of required section placed and removed in accordance with drawing requirements for construction of transverse contraction joints. The Contractor shall have available a bulkhead shaped to the section of the pavement, and of a section to form a key not less than 1 inch in depth and 2 inches in height at the center of depth of the pavement. This bulkhead must be drilled to permit the continuation of all longitudinal reinforcing steel through the construction joint, and shall be of sufficient section and strength to prevent deflection.

Immediately upon the intended stoppage of the placing of concrete to a line, install the above described bulkhead at right angles to the centerline of the pavement perpendicular to the surfaces

and at required elevation. Concrete shall be placed and finished to this bulkhead. Any concrete remaining on the subgrade ahead shall be removed and disposed of as directed. When placing of concrete is resumed before the concrete has set to the extent that the concrete will stand on removal of the bulkhead, the new concrete shall be rodded, and the key in the first concrete must be carefully preserved. An edge created by a construction joint of this type shall have a joint seal space and shall be sealed as required for construction joints.

Transverse expansion joints shall be formed perpendicular to the centerline and surface of the pavement, and shall be constructed in accordance with the sequence of operations shown on drawings. After the transverse finishing machine and before the longitudinal finishing machine has passed over the joint, the contractor shall test the joint filler for correctness of position and make any required adjustment in position of the filler, and shall install the joint seal space form in accordance with plans. After removal of the joint seal form as required by plans, the joint seal space above the joint filler shall be thoroughly cleaned and the concrete faces of the joint seal space shall be left true to line and section throughout the entire length of the joint. On completion of curing of the pavement, the joint sealing filler of the type specified shall be placed in accordance with drawings. The faces of the joint seal space shall be clean and surface dry at the time joint sealing filler is placed. On completion of the joint seal, the pavement adjacent to the joint shall be left free of joint sealing material.

360.10 Finishing. All concrete pavement shall be tamped and finished mechanically with approved power driven machines, except as herein provided. Hand finishing will be permitted on the transition from a crowned section to a super-elevated section without crown on curves, and on straight-line super elevation sections less than 300-feet in length. Hand finishing will also be permitted on that portion of a widened pavement outside the normal pavement width, on sections where the pavement width is not uniform, or required monolithic widths are greater than that of available finishing machines.

Machine finishing of pavement shall include the use of a power driven transverse strike-off, tamp and screed and a longitudinal float.

The transverse finishing machine shall first be operated to compact and finish the pavement to the required section and grade, without surface voids. The machine shall be operated over each area as many times and at such intervals as directed. At least two trips will be required, and the last trip over a given area shall be a continuous run of not less than 40 feet.

After completion of finishing with the transverse finishing machine, the longitudinal mechanical float shall be operated to smooth and finish the pavement to the required grade. The float shall be operated paralleled to the centerline of the pavement with a short, quick motion, and shall travel slowly across the pavement, maintaining contact with the surface at all points. If this result is not attained, additional concrete shall be placed if required, tamped and screeded, and the float shall operate over the same area until a satisfactory surface is produced. The advance along the length of the pavement between successive passes of the float across the surface shall be such that the float shall continuously lap its previous position by not less than one-fourth its length.

After floating is complete, and the concrete still workable, the surface shall be tested for conformity with an approved 10-foot steel straightedge. The straight-edge shall be operated from the side of the pavement, placed paralleled to the pavement centerline and passes across the slab to reveal any high spots or depressions. The straightedge shall be advanced along the pavement in successive stages of not more than one-half its length. Any correction of the surface required shall be accomplished by adding concrete if required and by operating the longitudinal float over the area. The surface test with the straightedge shall then be repeated.

After completion of the straight-edge testing, and just before the concrete becomes non-plastic, the surface shall be belted with an approved belt, operated with short transverse strokes and a rapid advance longitudinally. This operation shall produce a uniform surface of a gritty texture.

About the time the concrete becomes hard, the edge of the slab shall be carefully finished with an edger of the radius required by the Engineer, and the pavement edge shall be left smooth and true to line.

Hand finishing shall be resorted to only in those conditions provided for above, and upon specific authorization by the Engineer. When hand finishing is permitted, the concrete shall be struck off with an approved strike-off screed to such elevation that when consolidated and finished the surface of the pavement shall conform to the required section and grade. The strike template shall be moved forward with a combined transverse and longitudinal motion in the direction the work is progressing, maintaining a slight excess of material in front of the cutting edge. The concrete shall then be tamped with an approved tamping template to compact the concrete thoroughly, and eliminate surface voids, and the surface screeded to required section.

After completion of a strike-off, consolidation, and transverse screeding, a hand-operated longitudinal float shall be operated to test and level the surface to the required grade. Workman shall operate the float from approved bridges riding on the forms and spanning the pavement. The longitudinal strokes while being passed from one side of the pavement to the other shall be continuous. If contact with the pavement is not made at all points, additional concrete shall be placed if required, tamped and screeded, and the float shall be used to produce a satisfactory surface. Care shall be exercised to keep the ends of the float from digging into the surface of the pavement. After a section has been smoothed so that the float maintains contact with the surface at all points in being passed from one side to the other, the bridges may be moved forward half the length of the float, and the operations repeated.

Just before the concrete becomes non-plastic, texture shall be applied with tines, belts, or other methods approved by the Engineer. The texture shall be applied transversely. It is the intent that the average texture depth, resulting from the number of tests directed by the Engineer, be not less than 0.060-inch with a minimum texture depth of 0.050-inch for any test done in accordance with Test Method Tex-436- A. Should the texture depth fall below that intended, the finishing procedures shall be revised to produce the desired texture.

After the concrete has been placed 12 hours or more, the Engineer will test the surface of the pavement with a ten-foot straight-edge placed parallel to the centerline. The straight edge shall be approved by the Engineer. The surface shall not vary from the straight edge by more than one-sixteenth (1/16) inch per foot from the nearest point of contact, and in no case shall the maximum ordinate from a ten-foot straight-edge to the pavement be greater than one-eighth (1/8) inch. Any high spots causing a departure from the straightedge in excess of that specified shall be ground down by the Contractor to meet the surface test requirements, when required by the Engineer.

360.11 Curing. The Contractor shall provide for protection of freshly laid concrete against pitting and washing from rain, by having on the job at the time and place of pouring, sufficient canvas and/or waterproof covering material to protect at least 400 linear feet of pavement over the entire width of pavement surface being placed. See the Item 421, "Structural Concrete", for additional information.

360.12 Protection of Pavement. The Contractor shall erect and maintain the barricades required by the plans, and such other barricades and approved devices as will exclude public traffic and traffic of his employees and agents from the newly placed pavement for the periods of time hereinafter prescribed. Portions of the roadway, or crossings of the roadbed required to be maintained open for use by traffic, shall not be obstructed by the above required barricades. Crossings of the pavement required by plans, or by construction sequence, during the period prior to opening to traffic as herein specified, shall be provided with an adequate and substantial bridge, approved by the Engineer.

Sealed Bid #15010 - S. 3rd Street Public Parking Lot

Item	Description	UOM	QTY	Triking Construction		Taylor & Taylor Construction		Aztec Remodeling & Landscaping, Inc.		AAA Asphalt Paving		Brooks Concrete, Inc.		Precise Services, Inc.		Paskey Incorporated	
				Unit price	Extended Price	Unit price	Extended Price	Unit price	Extended Price	Unit price	Extended Price	Unit price	Extended Price	Unit price	Extended Price	Unit price	Extended Price
1	Mobilization for entire project	LS	1	5000	\$5,000.00	750	\$750.00	5000	\$5,000.00	3500	\$3,500.00	6000	\$6,000.00	7161.96	\$7,161.96	15038.19	\$15,038.19
2	6" concrete with 4" rebar on 12" centers	SY	1649	36.08	\$59,495.92	48.8	\$80,471.20	51	\$84,099.00	53	\$87,397.00	55.08	\$90,826.92	55.93	\$92,228.57	85.69	\$141,302.81
3	Striping as specified	LS	1	1600	\$1,600.00	900	\$900.00	850	\$850.00	750	\$750.00	900	\$900.00	5774.47	\$5,774.47	1793	\$1,793.00
4	Remove and replace car stops	EA	41	75	\$3,075.00	18	\$738.00	25	\$1,025.00	75	\$3,075.00	14.5	\$594.50	68.21	\$1,227.78	25	\$1,025.00
TOTAL BID				\$69,170.92		\$82,859.20		\$90,974.00		\$94,722.00		\$98,321.42		\$106,392.78		\$159,159.00	

Expansion Joint
(N.T.S.)

Control Joint
(N.T.S.)

LOTS 24 THRU 28
BLOCK 40
AND A PORTION OF THE 16 FOOT ALLEY
TO THE WEST OF SAID LOTS
TOWN OF LA PORTE
HARRIS COUNTY, TEXAS

Site Information:

KEY MAP: 540X
NAME OF DEVELOPMENT: 114 S. 3rd Street
PARKING LOT
TYPE OF DEVELOPMENT: PARKING LOT (NAIC 812930)
OWNER/DEVELOPER: CITY OF LA PORTE
HCAD NO.: 0231770400024
ZONED: MAIN STREET DISTRICT
PROPOSED USE: PUBLIC PARKING
JOB ADDRESS: 114 S. 3rd. Street
LA PORTE, TX. 77571
SURVEYOR: BEAR LAND SURVEYING CO.
3201 N. STATE HWY. 146, UNIT A
BAYTOWN, TEXAS 77520
281-427-6442

Benchmark:

BOLT IN S. FACE P.P.
LOCATED @ N.E. CORNER
OF NEW FIRE STATION BLDG.
2. ON W. SIDE ALLEY ELEV. 22.34
NEW INSTALLED CHISELED "X"
@ S.E. CORNER OF W. FIRE STATION
BLDG. AND ON W. SIDE OF ALLEY
ELEV. = 22.33 (01.201) MARKED
WITH BLACK MARKER.

Detention Volume Statement

DETENTION IS NOT REQUIRED

Flood Zone Note:

FLOOD ZONE - "X"
THIS TRACT LIES IN ZONE "X" AS SHOWN ON F.E.M.A.
MAP NO. 48201C0-345L DATED JUNE 18, 2007
100 YEAR FLOOD INFORMATION F.I.R.M. #485487, PANEL #0945 L

I, BOB SAMUEL ENG, AM REGISTERED UNDER THE LAWS
OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING
AND HEREBY CERTIFY THAT THIS MINOR SITE PLAN IS
TRUE AND CORRECT AS TO PROPOSED SITE IMPROVEMENTS.

BOB SAMUEL ENG, P.E.
TEXAS REGISTRATION NO. 75194

CITY APPROVING AUTHORITY CERTIFICATE
THIS IS TO CERTIFY THAT THE CITY OF LA PORTE HAS APPROVED THIS SITE PLAN FOR 3RD STREET PARKING LOT
IN CONFORMANCE WITH THE ORDINANCES OF THE CITY OF LA PORTE.

BY: _____
DIRECTOR, PLANNING DEPARTMENT
BY: _____
CITY PLANNER, PLANNING DEPARTMENT
BY: _____
CITY ENGINEER, PLANNING DEPARTMENT

JOB NO.: 13-67000002
DWN: BJT/AJN
CK'D: BE
APP'D: BE
SCALE: 1:10
DATE: 2-24-2015
SHEET:

CITY OF LA PORTE
604 W. FAIRMONT PKWY
LA PORTE, TX 77571



The seal appearing on
this document was
authorized by
BOB SAMUEL ENG
P.E. 75194, enr
Bob Samuel Eng

CITY OF LA PORTE
114 S. 3RD STREET
LA PORTE, TX 77571
SITE PLAN

Abbreviations

(NOT ALL ABBREVIATIONS ARE USED ON DRAWING)

- ASPH. ASPHALT
- C.B. CATCH BASIN
- C.J. CONTROL JOINT
- CL.RD. CENTERLINE OF ROAD
- CONC. P. PAVING
- E.J. EXPANSION JOINT
- EXIST. EXISTING
- GUY. GUY ANCHOR
- F.H. FIRE HYDRANT
- H.C. HANDICAPPED ACCESSIBLE
- H.B. HOSE BIBB
- H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
- I.R. IRON ROD
- I.W.M. IRRIGATION WATER METER
- L.P. LIGHT POLE
- M.H. MANHOLE
- N.T.S. NOT TO SCALE
- O.C.E.W. ON CENTER EACH WAY
- O.H.E. OVERHEAD ELECTRICAL
- P.O.A. POINT OF ATTACHMENT
- P.O.B. POINT OF BEGINNING
- P.M. POLE MOUNTED
- PROP. PROPOSED
- P.P. POWER POLE
- P.V.C. POLYVINYL CHLORIDE PIPE
- R.C.P. REINFORCED CONCRETE PIPE
- SCH. SCHEDULE
- T.O.G. TOP OF GRATE
- T.O.P. TOP OF PAVING
- TYP. TYPICAL
- U.G.E. UNDERGROUND ELECTRICAL
- U.N. UNLESS NOTED
- W.L. WATER LINE

Legend:

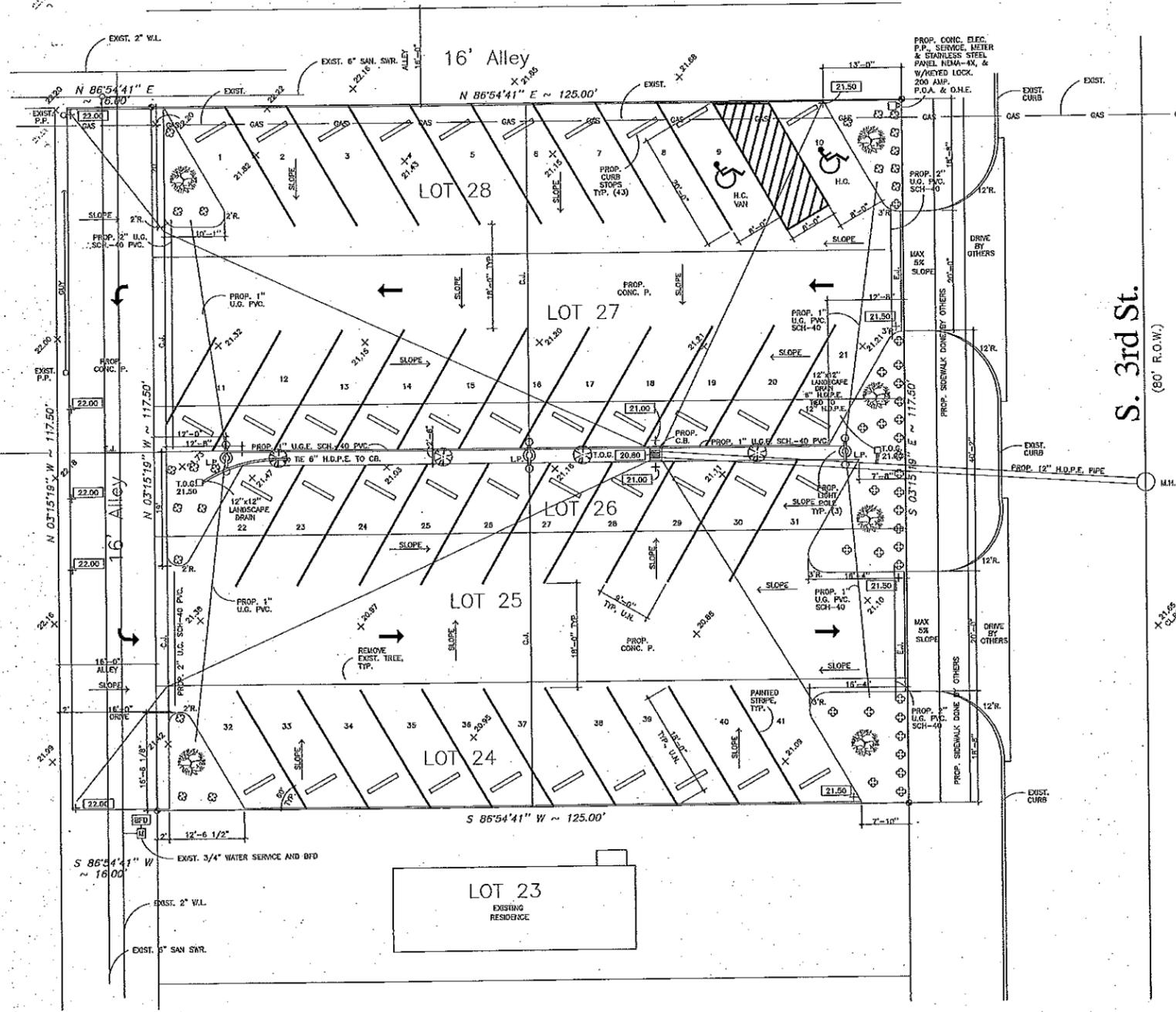
- GAS CENTERLINE ENERGY GAS LINE
- P.L. PROPERTY LINE
- X 09.00 ELEVATION - EXISTING
- 100.00 ELEVATION - PROPOSED
- CONCRETE CAR STOP

ADA Parking Notes:

PER 2012 T.A.S. - TEXAS ACCESSIBILITY STANDARDS
EFFECTIVE MARCH 15, 2012

Proposed Scope of Work:

1. CONCRETE PAVING
(15,639 SQ) 6" THICK 4,000 P.S.I. CONC.
W/ #4 REBAR GRADE - 50 @ 12" O.C.E.W.
E.A. & C.J. PER DRAWINGS.
2. CONCRETE CAR STOPS
(41) PER DRAWINGS CITY WILL SUPPLY (WILL BE ON SITE).
3. PARKING LOT STRIPING
(43) 60" PARKING SPACES
(1) H.C. W/ CHISEL & SIGN.
(1) H.C. VAN W/ EMBLEM & SIGN.
(6) DIRECTIONAL ARROWS
SEE TECHNICAL SPECIFICATION
FOR COLOR AND TYPE OF PAINT.



References for TriKings Construction: Syed Omar-Owner

1) Paul Eley 281-319-6403 / TxDOT Area Office Construction Project Manager

Comment: Works well with others, professional, punctual, fast learner, dependable worker.

2003-2004/ Project: IH- 610 West Loop from IH 610 South Loop to IH-10. 24/7 job

Project Inspector for: bridge structures and slabs, concrete paving, concrete testing, utilities relocations, traffic signals foundations, embankment, rip rap and monthly pay sheets.

2) Glen Scantlin 281-319-6400 / TxDOT Area Office Construction Project Manager

Comment: hard worker, takes initiative, coordinates with Contractor, responsible for monthly pay sheets.

2004-2007/ Project: IH 610/IH 10 West Loop Interchange.

Project Inspector for: bridge structures and slabs, concrete paving and testing, embankment, rip rap, high mast lighting and pay sheets.

3) Alan Hohle 713- 802-5347 TxDOT Computerized Traffic Management Systems (CTMS) Supervisor

2007-2010: Various locations in Houston

Comment: Works well with limited supervision and knowledgeable about material testing, requirements and specifications. Ability to make decisions in the field to ensure successful project completion.

Project Manager for: CTMS projects including all book keeping and records as well as field coordination and inspections. This job entailed placement of Computerized Traffic Management Systems (CTMS). With this placement – concrete sidewalks, ramps, rip rap, and traffic signals needed to be relocated or replaced. Includes all material testing approvals and payment.

4) Ugonna Ughanzie, TxDOT 713-802-5661 Director of Traffic Engineering – out of Country

5) Dock Gee, TxDOT 713-802-5405 Director of Traffic Management Systems and Construction – out on medical leave.



**Council Agenda Item
July 27, 2015**

7. (a) Receive report of Fiscal Affairs Committee – Councilmember Engelken

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>July 27, 2015</u>
Requested By: <u>Councilman Jay Martin</u>
Department: <u>City Council</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:	<u>N/A</u>

- Exhibits: Conference Centers Research
- Exhibits: Concept Pictures
- Exhibits: Deer Park Civic Center, Proposed
- Exhibits: Deer Park, E-Mail
- Exhibits: Uses Surrounding the Hagerty Conference Center
- Exhibits: Kingwood Community Center Rental Rates

SUMMARY & RECOMMENDATION

The City of La Porte does not have a multi-use civic center. An opportunity may exist for the City of La Porte and/or the Economic Development Board to construct a multi-use civic center on the 7.5 acres of property that the City of La Porte owns on the waterfront of Galveston Bay. This facility would be available for use by the citizens of La Porte, businesses of La Porte, and visitors from other communities.

Management of the facility could be contracted out like the concession business at the golf course. Another, or same, contractor could manage the catering, setup, booking, etc.

Economic Development Staff collected information on **twelve** (12) conference/civic/community centers. Seven of the centers are publicly-owned facilities in the Greater Houston Area, while the other five are privately-owned facilities across North America. Each of the five privately-owned and operated conference centers are on the waterfront.

For information on each of the twelve (12) conference/civic/community centers surveyed, please see the enclosed Excel spreadsheet. In summary, please note the following:

- The best estimate to construct a 26,250 square-foot community/conference center is **\$3.5 million**. Please note the files regarding the City of Deer Park.
- The Evelyn Kennedy Civic Center, which is 5,198 square feet in size, will serve a maximum capacity of 200 people. A 26,250-square-foot community/conference center would be roughly **five times** as large as the Evelyn Kennedy Civic Center.

- Based upon the square footage (i.e. size), maximum capacity, location, and pricing to reserve each facility, staff proposes that the best projects with which to compare a proposed project on the waterfront in La Porte are the:
 - Hagerty Conference Center in Traverse City, Michigan,
 - Proposed Conference Center in Deer Park, Texas,
 - Kingwood Community Center in Houston, Texas, and
 - City Centre in Missouri City, Texas

- Based upon the square footage (i.e. size), maximum capacity, location, and pricing to reserve each facility, staff proposes that the second best projects with which to compare a proposed project on the waterfront in La Porte are the:
 - Bridge Water Events in Baytown, Texas
 - Waterfront Event Center in Galveston, Texas
 - Trolley Station Ballroom on the Strand in Galveston, Texas
 - Waterfront Banquet & Conference Center in Ontario, CANADA, and
 - Pasadena Convention Center

- Staff included a map showing the parks, resorts, hotels, restaurants, and retail in the area surrounding the Hagerty Conference Center on Lake Michigan.

- Staff included the Rate Sheet for the Kingwood Community Center, because their rates were the highest among all the public-owned community centers surveyed in the Greater Houston Area.

Action Required by Council:

Provide staff with direction regarding this proposed project.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Conference Center Questions

	Pasadena, TX	Deer Park, TX (Jimmy Burke Ctr.)	Deer Park, TX (Proposed)	Webster, TX	Missouri City, TX	Baytown, TX
Maximum Capacity	160 eight-by-ten booths in one main setting; a Mini-Hall to accommodate up to 320 attendees; banquet seating for 1,500; Concert Hall for up to 2,850 people.	600	1,000	300	400	650
Management	City	City	City	City	City	City
Type of Events	Civic events and meetings.	Civic events and meetings.	Civic events and meetings, tournaments, city-wide events.	Business Alliance luncheons, Craft Fairs, Quincineras, City Health Fair, etc.	Civic events and meetings.	Civic events and meetings.
Cost to Rent - Resident	\$2,500/day	Mon - Thurs \$75/hr+ ; Fri - Sun \$100/hr+	Unknown	Mon - Thurs \$100+ ; Fri - Sun \$300+	\$415 for the first 3 hours + \$75 per additional hour	Mon - Thurs \$125+/hr ; Fri - Sun \$175+/hr
Cost to Rent - Non-Resident	\$2,500/day	Mon - Thurs \$600+ ; Fri - Sun \$900+	Unknown	Mon - Thurs \$150+ ; Fri - Sun \$500+	\$450 for the first 3 hours + \$85 per additional hour	Mon - Thurs \$125+/hr ; Fri - Sun \$175+/hr
Amenities	Obstruction-free exposition hall configuration is ideal for trade shows, conventions, festivals, sporting events, farm shows, etc.	Tables and Chairs for 600 guests; 60" round tables with seating for 6; Stage available upon request	Full kitchen; rest is unknown	Full kitchen, including an oven, stove, microwave, refrigerator, ice machine and dishwasher.	Fee includes tables/chairs, kitchen usage, custodial services and caretaker. A 24 x 16 ft. stage and podium are available for an additional fee of \$40.	Community Center includes the setup of the room and a building attendant on duty.

Indoor Size (sf)	40,000	25,000	26,250	4,745		16,800
Land Size (acres)						
Cost to Build			\$3.5 million			
Website/Photos	www.ci.pasadena.tx.us/default.aspx?name=convention_center	www.deerparktx.gov/Facilities/Facility/Details/Jimmy-Burke-Activity-Center-6	None	www.cityofwebster.com/index.aspx?NID=547	www.missouricitytx.gov/index.aspx?nid=319	www.baytown.org/city-hall/departments/parks-rec/facility-rentals/community-center
Notes/Lessons	Day before for move-in, if needed, is \$1,250; day after for move-out, if needed, is \$1,250.		Will include the visitor center.	Don't usually have to go outside the City because the Civic Center will serve the City's needs. The City is working to partner w/a full-service hotel, conference space, and an amphitheater off of I-45.	The Recreation Center is "new", but the civic/conference center is older.	These estimates are only for seating capacity, excluding tables, for the Auditorium, Meeting Room, and Kitchen at the Community Center. The auditorium includes a stage.

Conference Center Questions

	Bridge Water Events (Baytown, TX)	Kingwood, TX	Galveston, TX (Waterfront Event Center)	Galveston, TX (Trolley Station Ballroom on the Strand)	Hagerty Conferece Center (Traverse City, MI)	Waterfront Banquet & Conference Centre (Ontario)
Maximum Capacity	170	350	150	300	380	260
Management	Privately Owned & Managed	City of Houston	Privately Owned & Managed	Privately Owned & Managed	Northwestern Michigan College	Privately Owned & Managed
Type of Events	Wedding receptions, family reunions, and parties.	Wedding receptions, family reunions, and parties.	Wedding receptions, corporate events, family reunions, and parties.	Wedding receptions, corporate events, family reunions, and parties.	Weddings, receptions, family reunions, meetings, and parties.	Weddings, receptions, family reunions, meetings, and parties.
Cost to Rent - Resident	Sunday - Thursday is \$700; Friday is \$1,200; Saturday is \$2,000. All fees include a 5 hour rental. An additional cleanup fee of \$250 is also required.	Commercial = \$1,000 for 3 hours, plus \$285/each additional hr and \$156 for setup/cleanup. Non Profit = \$500 for 3 hours, plus \$140/each additional hr and \$156 for setup/cleanup	Saturday - \$3,000.00; Sunday thru Friday- \$2,500.00 All Rates include the Ball Room, Both Oversized Decks, Basic Linens, 14 each 60" round tables, 4 each 8 foot tables, 1 each 6 foot tables, 160 White Padded Garden Chairs, Brides Room, Grooms Room and the Enclosed Cabana Bar.	\$4,500	Weddings are \$2,050. This includes usage of the Ballroom, Room D and the Courtyard. Ceremony space in the courtyard for \$1,250. The entire 5,810 Ballroom is \$800 - \$1,750 depending upon the day.	Monday - Friday, (\$170/half day & \$300/full day), Sat.-Sun. (\$475/half day & \$800/full day)
Cost to Rent - Non-Resident						
Amenities	Tables, chairs, house linens (Ivory Tablecloths/Napkins with Taupe Overlays) and house centerpieces (Round mirror and Glass vase with White Pillar Candle). Full-Service Catering by an In-House Chef, Fully Stocked Bar, TABC certified Bartenders & Security, DJ Services, Patio & Gazebo Ceremony Area, 2 Dance Floors	Lobby with reception/office area, a large meeting/event room, smaller meeting/event rooms, full catering kitchen, a servery area, & podiums.	White Garden Chairs (In side Dinning Only), 60" Round Tables, 6 ft. Rectangular Tables, Brides Room, Caterer's Prep Kitchen, Basic Linens, Dimmable Lighting, Audio Sound System, Oversized Cermony Deck, Oversized Cocktail Hour Deck (With Enclosed Bartending Area)	Brides Room, 9000 square foot ballroom with a 1500 square foot balcony, up to 24 sixty inch round tables and 230 chairs, 4 eight foot tables for food/beverages, tationary antique six foot bar located at the rear of the ballroom, separate seating area with 4 couches and 2 coffee tables, Large Stage, Men's and Women's Restrooms, and Caterers Kitchen	Fee covers the use of tables, chairs, standard linens, china and flatware. It also covers the cost of our labor to set the room prior to your event and to tear down the room following its completion.	Chairs, tables, white house linen tablecloths, dance floor, votive candles centerpieces, and heating/cooling in the room. Specialty linens, centerpieces, etc. are not included in the hall fee, but can be arranged by your Events Co-coordinator for an additional cost.

Indoor Size (sf)	Est. 5,000	11,200	Est. 5,000	5,810	
Land Size (acres)		2.5 acres			
Cost to Build					
Website/Photos	www.bridgewaterevents.com	www.houstontx.gov/parks/pdfs/CommunityCenter/2014/Kingwood_CommunityCenterRentalRates.pdf	www.galveston.com/waterfronteventcenter	www.nmc.edu/resources/hager-ty-center/index.html	www.thewaterfrontcentre.com
Notes/Lessons		Rates are categorized as either "Non-Profit" (NP) or "Commercial" (C). Discounts do not apply to residents. Rates are given for the Full Auditorium plus the Kitchen.	Large over the water decks. Marble and Italian porcelain floors, tables, chairs, brides room, a brand new kitchen for catering, and upgraded bathrooms. Chopin Mon Ami Catering and Cakes is the in-house catering company. They can supply the catering, wedding cakes, upscale linens, china and glassware as well as servers and TABC Bartenders.	We are a full-service catering facility and prepare all of the food in our own kitchen. We can provide references for other professional service providers such as bands, DJs, florists and photographers. Owned and operated by Northwestern Michigan College.	On site kitchen and catering with a full time chef.



Northwestern Michigan College









HUGHES PICTURES
A DIVISION OF HUGHES NETWORK SYSTEMS
10000 WESTHURST DRIVE
HOUSTON, TEXAS 77060
713-865-1000

















PROPOSED
RENOVATIONS AND OR ADDITIONS TO THE
JIMMY BURKE ACTIVITY CENTER AND VISITOR CENTER



Mike Porterfield

The City of Deer Park, Texas
SD Presentation | June 11, 2015





CITY COUNCIL MEMBERS	SD-03
INTRODUCTION AND PROJECT SUMMARY	SD-05
OPTION 1	SD-04 – SD-08
OPTION 2	SD-09 – SD-13
OPTION 3	SD-14 – SD-18



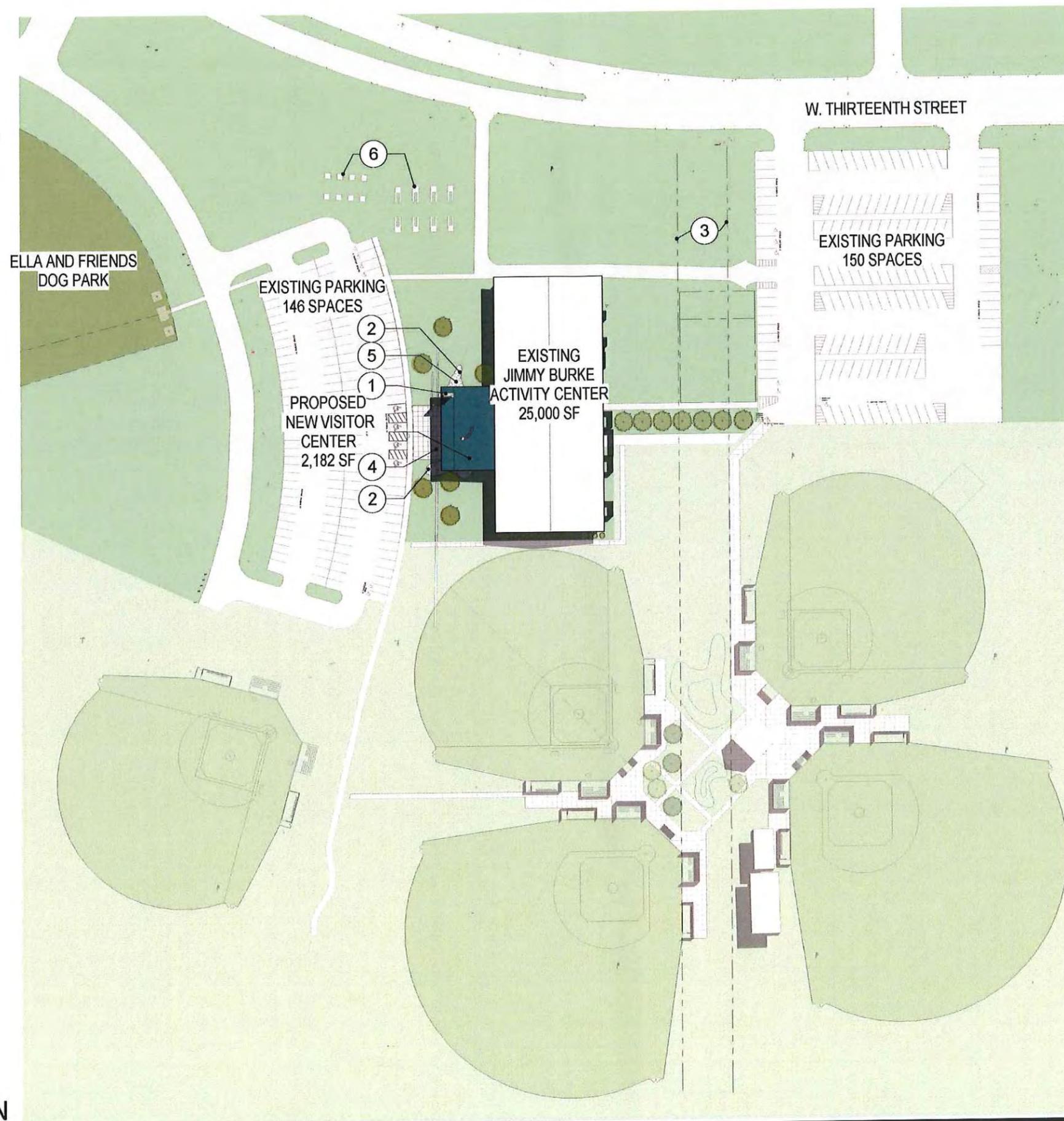


JERRY MOUTON JR.	MAYOR
SHERRY GARRISON	COUNCIL POSITION 1
THANE HARRISON	COUNCIL POSITION 2
TOMMY GINN	COUNCIL POSITION 3
BILL PATTERSON	COUNCIL POSITION 4
RON MARTIN	COUNCIL POSITION 5
RAE A. SINOR	COUNCIL POSITION 6

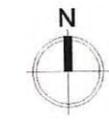


OPTION 1



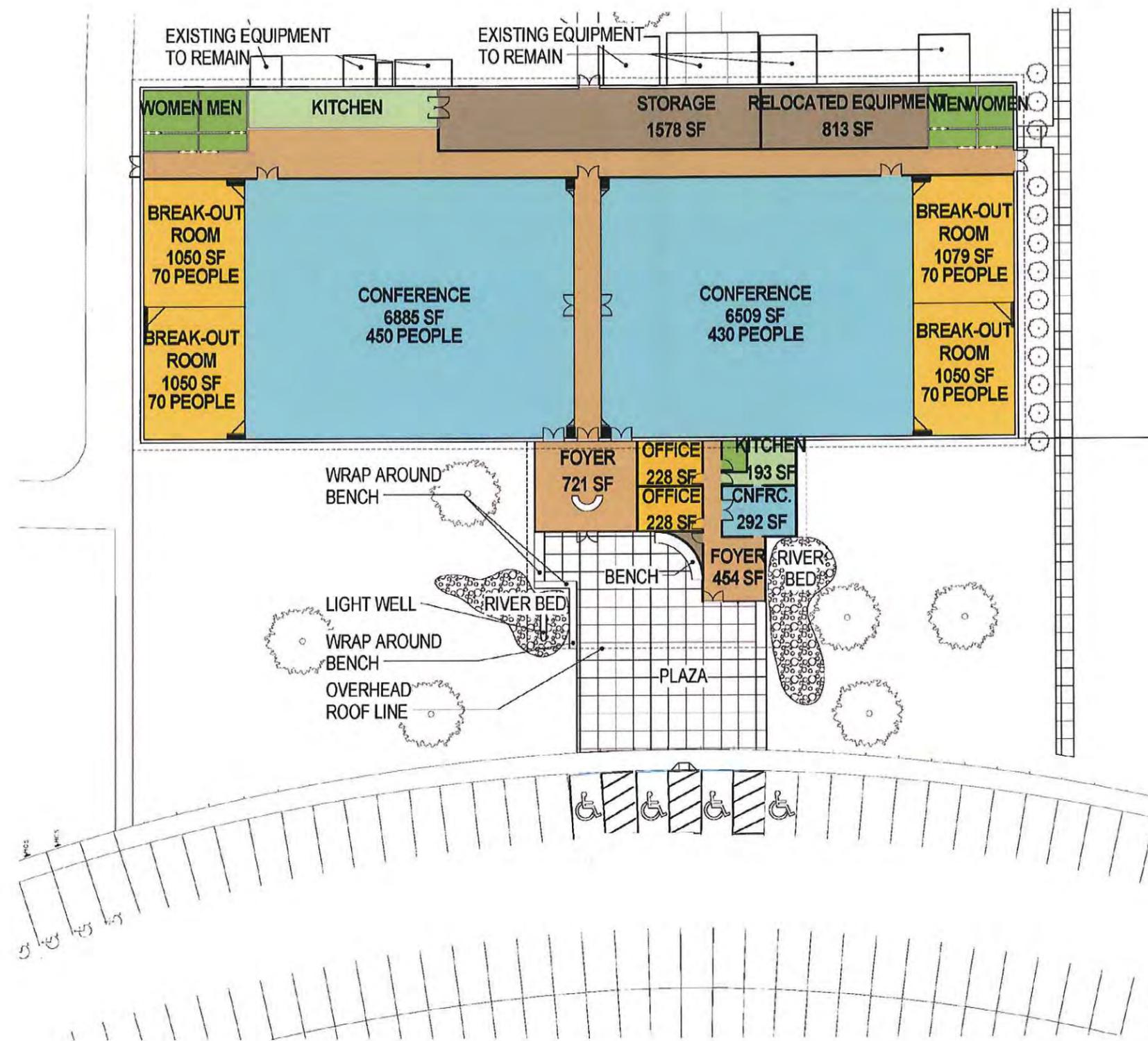


OPTION 1 | SITE PLAN



1" = 100'





- Department Legend
- ADMIN
 - BREAK OUT ROOM
 - CONFERENCE
 - FOYER / CIRCULATION
 - KITCHEN
 - RESTROOMS
 - STORAGE

OPTION 1 | FLOORPLAN



1/32" = 1'-0"





OPTION 1 | PERSPECTIVE

N.T.S.



SD-08



PRELIMINARY COST ESTIMATE

Scope of work including a newly constructed Visitor Center and Renovations to the Jimmy Burke Activity Center:

VISITOR CENTER

2,182 SF at \$229/SF

Proposed Visitor Center Budget \$500,000

JIMMY BURKE ACTIVITY CENTER RENOVATIONS

25,000 SF at \$100/SF

Proposed Jimmy Burke Budget \$2,500,000

- Remove and replace existing roof
- Install brick ledge and veneer around building
- Add clearstory to allow light
- Relocate electrical in building and underground utilities
- Rework existing mechanical system
- Update structure for 120 mph windstorm rating
- Renovate existing restrooms to bring up to code
- Upgrade kitchen to bring into compliance
- Update existing wiring and ductwork
- Insulate existing exterior walls per new energy code

Contingency \$500,000

Jimmy Burke Proposed Budget \$3,000,000

Total for Option 1 **\$3,500,000**

PHASING PLAN

Phase I	-	Visitor Center	8 Months
Phase II	-	Jimmy Burke Activity Center	6 – 7 Months

PRO'S AND CON'S

Pro's

- Close to existing parking
- Jimmy Burke Activity Center is renovated
- New filtered entrance to the Jimmy Burke
- Allows for multiple rentable spaces at one time, with the flexibility of being opened to one large space

Con's

- Out of budget
- MEP unknowns
- Structural unknowns
- Will be required to close down the Jimmy Burke during construction

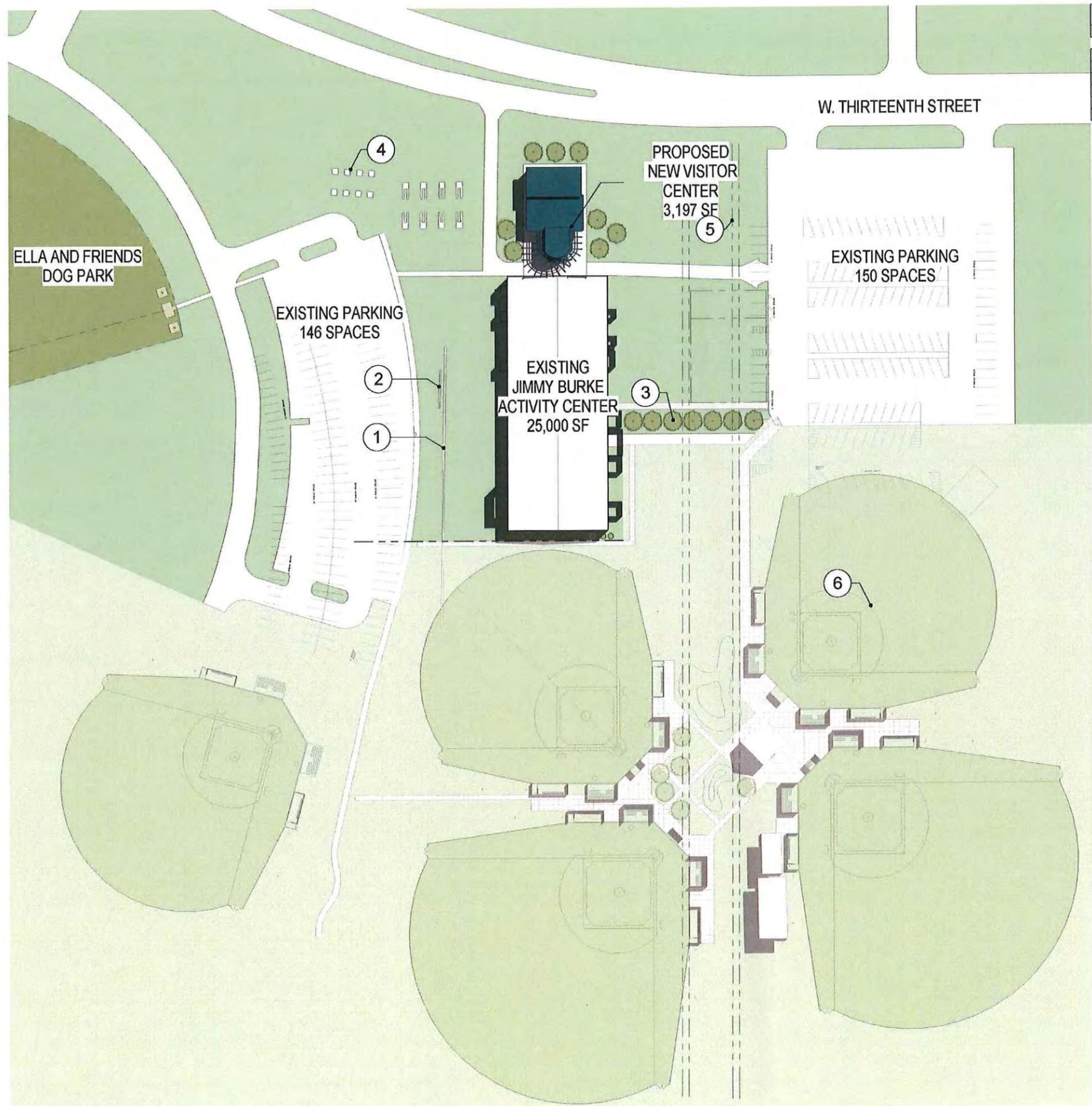


OPTION 2

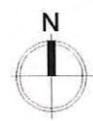




Keynote Legend	
Key Value	Keynote Text
1	18" RCP - STORM
2	POWER
3	LANDSCAPED PROMENADE
4	EXISTING CONCRETE PADS
5	50' EASEMENT
6	RENOVATED FIELDS

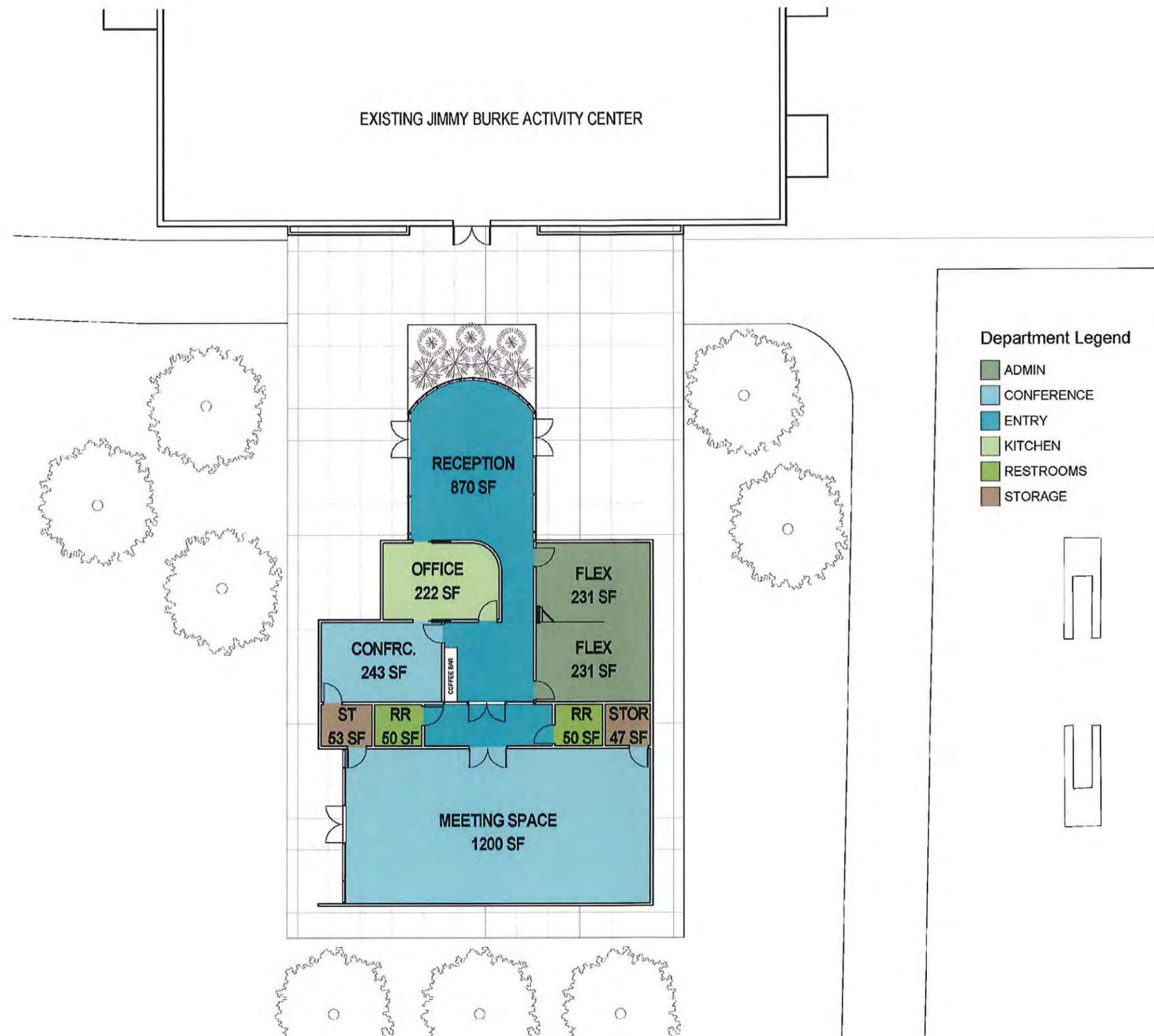


OPTION 2 | SITE PLAN



1" = 100'





Department Legend

- ADMIN
- CONFERENCE
- ENTRY
- KITCHEN
- RESTROOMS
- STORAGE



1/32" = 1'-0"



OPTION 2 | PERSPECTIVE

N.T.S.



PRELIMINARY COST ESTIMATE

PROPOSED BUDGET FOR OPTION 2

Scope of work including a newly constructed Visitor Center:

VISITOR CENTER

3,197 SF at \$156/SF

Proposed Visitor Center Budget \$500,000

Total for Option 2 **\$500,000**

(Budget does not include any renovations to the Existing Jimmy Burke Activity Center)

PROJECT DURATION– 8 MONTHS

PRO'S AND CON'S OF WEST ENTRANCE

Pro's

- Close to parking
- Provides access to building at midway point
- Closer to utilities

Con's

- Rework underground utilities
- Not new facade on 13th Street
- Will be required to close down part of the Jimmy Burke during Construction

PRO'S AND CON'S OF NORTH ENTRANCE

Pro's

- Does not disturb existing electrical
- New face on 13th Street
- Access to both parking lots

Con's

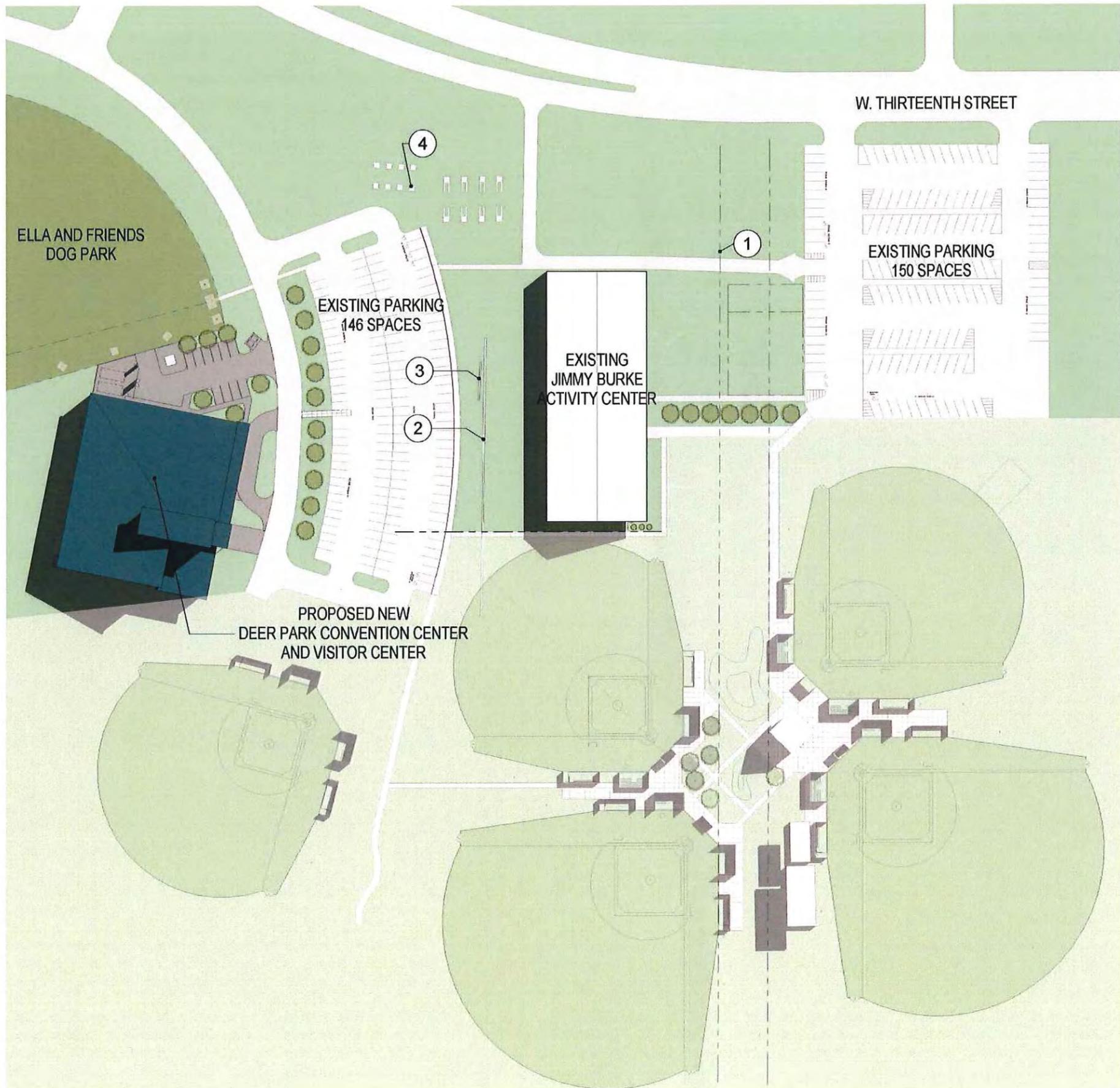
- Further away from existing utilities to tie into
- Will be required to close down part of the Jimmy Burke during Construction



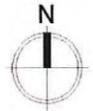
OPTION 3



RANDALL-PORTERFIELD
ARCHITECTS, INC.



Keynote Legend	
Key Value	Keynote Text
1	50' EASEMENT
2	18" RCP - STORM
3	POWER
4	EXISTING CONCRETE PADS



1" = 100'





- Department Legend**
- ADMIN
 - CLASSROOM
 - CONFERENCE
 - ENTRY
 - KITCHEN
 - RESTROOMS
 - STORAGE
 - VISITOR CENTER

OPTION 3 | FLOORPLAN

1/32" = 1'-0"





OPTION 3 | PERSPECTIVE

N.T.S.



SD-18



OPTION 3 | AERIAL VIEW

N.T.S.



SD-18



PRELIMINARY COST ESTIMATE

PROPOSED BUDGET FOR OPTION 3

Scope of work including a newly constructed 150' X 175' Convention Center with an included Visitors' Center, and partial demo of existing Jimmy Burke Activity Center and renovation into an Outdoor Open Air Pavilion.

CONVENTION CENTER

\$120/SF X 26,250SF	\$3,150,000
Partial Demo and Renovation of existing Jimmy Burke	
Concessions + Restrooms	\$200,000
Site Work	\$95,000
Total for Option 3	\$3,445,000

PROJECT DURATION – 12 MONTHS

PRO'S AND CON'S OF WEST ENTRANCE

Pro's

- New energy efficient facility
- Low on maintenance and operating cost
- Utilizes views and natural light
- Multiple rentable spaces
- Design a civic center instead of squeezing desired spaces into an existing structure
- Flexible teaching and learning spaces
- Opens the existing Jimmy Burke's south end for an outdoor covered pavilion to be used by renters, tournaments, city wide events
- New image for the city
- Increased revenue for the city by the increase of rentable spaces

Con's

- Not within the original scope of work
- FFE is not included

From: Debbie Westbeld [mailto:dwestbeld@deerparktx.org]
Sent: Monday, July 13, 2015 3:01 PM
To: Livingston, Scott
Subject: Deer Park civic center

Scott,

Attached is the handout that was shown to City Council last month by our architect. It shows 3 different options.

City Council likes Option #3 the best. That is the one I was telling you about. It's a 20,000 sf facility that would be built next to our existing Jimmy Burke Activity Center.

They are trying to figure out how to pay for it. They have not voted on anything....this is all just being discussed.

It's a 20,000 sf building that would cost \$3.5 million.

The 2 big conference rooms could be combined, forming an 11,000 sf room.

With no tables or chairs, that 11,000 sf room could fit over 1,000 people (they say to figure 10 sf of "cushioned personal space" per person if they are standing around socializing).

Also, here's a guide that I found, which shows the various ways a room can be set up and how many people it would hold:

Meeting Room Capacities

Meeting Room	Square Feet	Theater Style	Classroom Style	U-Shape	Conference Table	Table Groups	Social Room	# Poster Boards	Fireplace	Built-in Bar	Deck / Patio	Combo Sleep / Meet	ADA Access
Pineview	1,152	200	100	42	42	96	100	60	Yes	No	Yes	No	Yes
Iris	1,080	110	69	36	36	56	100	40	Yes	Yes	Yes	No	Yes
Cedar	1,080	110	65	36	36	64	100	40	No	Yes	Yes	No	Yes
Lakeview	943	90	54	30	36	56	54	50	No	Yes	Yes	No	Yes
Skyview	460	30	20	18	18	18	20	24	Yes	No	Yes	No	Yes
Library	504	40	30	20	24	30	30	30	No	No	No	No	Yes
Tavern	560	45	30	24	30	40	100	30	Yes	Yes	Yes	No	Yes
Alumni Room	713	50	42	24	30	48	40	30	No	No	Yes	No	Yes
Violet	660	45	24	24	30	24	30	24	Yes	No	Yes	No	Yes
Redwood	558	35	24	21	24	24	24	24	Yes	No	Yes	Yes	Yes
Jacaranda	434	30	18	18	22	20	20	20	Yes	No	Yes	Yes	Yes
Brookside	384	20	18	14	18	20	20	16	No	No	Yes	Yes	Yes
Briar Creek	620	30	24	21	24	20	40	16	Yes	Yes	Yes	Yes	No
Cedar '85	240	25	15	15	18	20	20	16	No	No	No	No	No

Hope this helps. I'll keep you posted.

Debbie



Debbie Westbeld

Economic Development Administrator

City of Deer Park

281-478-2042 (office)

281-628-5114 (cell)

dwestbeld@deerparktx.org

710 E. San Augustine, Deer Park, TX 77536



Hagerty Conf. Center

715 E Front St

West Bay Beach Holiday
Inn Resort Traverse City

Sunset Park

Bayshore Resort

Senior Center

Island View Cottages

Full Moon
Pizza Company

Signature Salon

Plante Moran

Northwestern
Michigan College...

Happy Hog Cafe

Taco Bell

KFC

Kingwood Community Center

4102 Rustic Woods Drive, 77345

(281) 348-2570



Kingwood Community Center Rental Rates

4102 Rustic Woods Drive, 77345

For reservations call (281) 348-2570

Damage Deposit - is refundable and is equal to the total rental fee.

Updated September 2014

Facilities Available For Rent

Non-Profit Rate

Commercial Rate

Facilities Available For Rent	Non-Profit Rate			Commercial Rate			Clean-Up/Set-Up	
	Out by 7:00 pm For 1st - 3 hours	Out after 7:00 pm For 1st - 3 hours	Each Additional Hour	Out by 7:00 pm For 1st - 3 hours	Out after 7:00 pm For 1st - 3 hours	Each Additional Hour		
Auditorium-Full	\$362.95	\$379.00	\$90.74	\$725.91	\$741.96	\$181.48	Clean-Up/Set-Up	\$156.00
Auditorium-Half	\$181.47	\$197.52	\$25.92	\$362.95	\$379.00	\$51.85	Clean-Up/Set-Up	\$78.00
Commercial Kitchen	\$129.62	\$129.62	\$51.85	\$259.25	\$259.25	\$103.70		
Meeting Room 1 (Up to 30 persons)	\$42.82	\$58.87	\$10.70	\$85.64	\$101.69	\$16.05	Clean-Up/Set-Up	\$16.00
Meeting Room 1 (30+ persons)	\$58.87	\$74.93	\$16.05	\$101.69	\$117.75	\$21.40	Clean-Up/Set-Up	\$16.00
Meeting Room 2 (Up to 30 persons)	\$42.82	\$58.87	\$10.70	\$85.64	\$101.69	\$16.05	Clean-Up/Set-Up	\$16.00
Meeting Room 2 (30+ persons)	\$58.87	\$74.93	\$16.05	\$101.69	\$117.75	\$21.40	Clean-Up/Set-Up	\$16.00
Servery	\$25.93	\$25.93	N/A	\$25.93	\$25.93	N/A		

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: July 27, 2015 Appropriation
Requested By: C. Alexander Source of Funds: N/A
Department: Administration Account Number: N/A
Report: Resolution: Ordinance: Amount Budgeted: N/A
Other: Amount Requested: N/A
Budgeted Item: YES NO

Attachments :

1. Local Government Code

SUMMARY & RECOMMENDATIONS

Section 302 of the Texas Local Government Code, entitled "energy savings performance contracting" for local governments, allows municipalities to contract with vendor to make facility improvements funded by energy savings associated with those improvements. Under performance contracting, the City would contract with a third party to address energy efficiency needs for the various City facilities. The third party would perform an assessment and identify a projected dollar value associated with those efficiency improvements. The identified saving would then be used to pay for improvements. The third party would be under contract to guarantee those savings.

This item is placed on the agenda for Council direction and feedback. Should Council have any interest in further exploring the City options/opportunities related to energy saving performance contracting, staff will move forward with requesting qualifications for vendor specializing in performance contracting. We could then select a vendor to help make the determination whether or not actually executing a performance contract would be advantageous to City of La Porte.

Action Required of Council:

Provide direction/feedback on whether we should pursue the energy savings performance contracting options/opportunities.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

LOCAL GOVERNMENT CODE

TITLE 9. PUBLIC BUILDINGS AND GROUNDS

SUBTITLE C. PUBLIC BUILDING PROVISIONS APPLYING TO MORE THAN ONE
TYPE OF LOCAL GOVERNMENT

CHAPTER 302. ENERGY SAVINGS PERFORMANCE CONTRACTS FOR LOCAL
GOVERNMENTS

This section was amended by the 84th Legislature. Pending publication of the current statutes, see H.B. 1184, 84th Legislature, Regular Session, for amendments affecting this section.

Sec. 302.001. DEFINITIONS. In this chapter:

(1) "Baseline" means a calculation or set of calculations in an energy savings performance contract that may be based on historical costs, revenues, accuracy, or related components and used for determining:

(A) the costs for energy or water usage by a local government and related net operating costs;

(B) the billable revenues from providing energy, water, or other utilities to users; or

(C) the efficiency or accuracy of metering or related equipment, systems, or processes or procedures.

(2) "Energy or water conservation or usage measures" means:

(A) the installation or implementation of any of the items, equipment, modifications, alterations, improvements, systems, and other measures described by Subdivision (4) that are intended to provide:

(i) estimated energy savings;

(ii) an estimated increase in billable revenues;

or

(iii) an estimated increase in meter accuracy; or

(B) the training for, or services related to, the operation of the items, equipment, modifications, alterations, improvements, systems, or other measures described by Paragraph (A).

(3) "Energy savings" means an estimated reduction in net fuel costs, energy costs, water costs, stormwater fees, other utility costs, or related net operating costs from or as compared to an established baseline of those costs. The term does not include an estimated reduction due to a decrease in energy rates that is not derived from increased conservation or reduced usage.

(4) "Energy savings performance contract" means a contract between a local government and a provider for energy or water conservation or usage measures in which the estimated energy savings, increase in billable revenues, or increase in meter accuracy resulting from the measures is subject to guarantee to offset the cost of the energy or water conservation or usage measures over a specified period. The term includes a contract for the installation or implementation of the following in new or existing facilities, including all causally connected work:

(A) insulation of a building structure and systems within the building;

(B) storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat-absorbing or heat-reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;

(C) automatic energy control systems, including computer software and technical data licenses;

(D) heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;

(E) lighting fixtures that increase energy efficiency;

(F) energy recovery systems;

(G) electric systems improvements;

(H) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;

(I) water-conserving landscape irrigation equipment;

(J) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:

(i) landscape contouring, including the use of berms, swales, and terraces; and

(ii) the use of soil amendments that increase the water-holding capacity of the soil, including compost;

(K) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;

(L) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;

(M) equipment needed to capture water from nonconventional, alternate sources, including air-conditioning condensate or graywater, for nonpotable uses;

(N) metering or related equipment or systems that improve the accuracy of billable-revenue-generation systems; or

(O) other energy or water conservation-related improvements or equipment, including improvements or equipment relating to renewable energy or nonconventional water sources or water reuse.

(5) "Guarantee" means a written guarantee of a provider that the energy savings, increase in billable revenues, or increase in meter accuracy from the energy or water conservation or usage measures will at least equal the cost of the energy or water conservation or usage measures, all causally connected work, and ancillary improvements provided for in an energy savings performance contract.

(6) "Increase in billable revenues" means an estimated increase in billable revenues as compared to an established baseline of billable revenues.

(7) "Increase in meter accuracy" means an estimated increase in efficiency or accuracy of metering or related equipment, systems, or processes or procedures that is calculated or determined by using applicable industry engineering standards.

(8) "Local government" means a county, municipality, or other political subdivision of this state. The term does not include a school district authorized to enter into an energy savings performance contract under Section 44.901, Education Code.

(9) "Meter guarantee" means a guarantee of a stipulated or agreed upon increase in billable revenues to result from the estimated increase in meter accuracy, based on stipulated or agreed

upon components of a billable revenue calculation in an energy savings performance contract.

(10) "Provider" means an entity in the business of designing, implementing, and installing of energy or water conservation or usage measures or an affiliate of such an entity.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997.
Amended by Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 78, eff. June 20, 2003.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 4, eff. June 16, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 982 (H.B. 1728), Sec. 5, eff. September 1, 2011.

Sec. 302.002. ENERGY SAVINGS PERFORMANCE CONTRACTS. (a) The governing body of a local government may enter into an energy savings performance contract in accordance with this chapter.

(b) Each energy or water conservation or usage measure must comply with current local, state, and federal construction, plumbing, and environmental codes and regulations. Notwithstanding Section 302.001, an energy savings performance contract may not include improvements or equipment that allow or cause water from any condensing, cooling, or industrial process or any system of nonpotable usage over which public water supply system officials do not have sanitary control to be returned to the potable water supply.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997.
Amended by Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 79, eff. June 20, 2003.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 5, eff. June 16, 2007.

Sec. 302.003. PAYMENT AND PERFORMANCE BOND. Notwithstanding any other law, before entering into an energy savings performance

contract, the governing body of the local government shall require the provider of the energy or water conservation or usage measures to file with the governing body a payment and performance bond relating to the installation of the measures in accordance with Chapter 2253, Government Code. The governing body may also require a separate bond to cover the value of the guarantee.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997.
Amended by Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 5, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 80, 121(23), eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 6, eff. June 16, 2007.

Sec. 302.004. METHOD OF FINANCING; TERMS OF CONTRACT. (a) An energy savings performance contract may be financed:

(1) under a lease-purchase contract that has a term not to exceed 20 years from the final date of installation and that meets federal tax requirements for tax-free municipal leasing or long-term financing;

(2) with the proceeds of bonds; or

(3) under a contract with the provider of the energy or water conservation or usage measures that has a term not to exceed the lesser of 20 years from the final date of installation or the average useful life of the energy or water conservation or usage measures.

(a-1) Notwithstanding other law, the governing body of a local government may use any available money, other than money borrowed from this state, to pay the provider of the energy or water conservation measures under this section, and the governing body is not required to pay for such costs solely out of the savings realized by the local government under an energy savings performance contract. The governing body may contract with the provider to perform work that is related to, connected with, or otherwise ancillary to the measures identified in the scope of an energy savings performance contract.

(b) An energy savings performance contract shall contain provisions requiring the provider of the energy or water conservation or usage measures to provide a guarantee. If the term of the contract exceeds one year, the local government's contractual obligations in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy and water savings, the net operating cost savings, and the stipulated or agreed upon increase in billable revenues resulting from the estimated increase in meter accuracy, divided by the number of years in the contract term.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 1999, 76th Leg., ch. 361, Sec. 4, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 573, Sec. 6, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 6, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1310, Sec. 81, eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 7, eff. June 16, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 982 (H.B. 1728), Sec. 6, eff. September 1, 2011.

Sec. 302.005. BIDDING PROCEDURES; AWARD OF CONTRACT. (a) An energy savings performance contract under this chapter may be let in accordance with the procedures established for procuring certain professional services by Section 2254.004, Government Code. Notice of the request for qualifications shall be published in the manner provided for competitive bidding.

(b) Before entering into an energy savings performance contract, the governing body must require that the energy savings, increase in billable revenues, or increase in meter accuracy estimated or projected by a provider be reviewed by a licensed professional engineer who:

- (1) has a minimum of three years of experience in energy calculation and review;
- (2) is not an officer or employee of a provider for the contract under review; and
- (3) is not otherwise associated with the contract.

(c) In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment. An engineer who reviews a contract shall maintain the confidentiality of any proprietary information the engineer acquires while reviewing the contract. Sections [1001.053](#) and [1001.407](#), Occupations Code, apply to work performed under the contract.

Added by Acts 1997, 75th Leg., ch. 635, Sec. 1, eff. June 11, 1997. Amended by Acts 2001, 77th Leg., ch. 573, Sec. 12, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1319, Sec. 7; Acts 2003, 78th Leg., ch. 1276, Sec. 12.005, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1310, Sec. 82, eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. [831](#)), Sec. 8, eff. June 16, 2007.

Sec. 302.006. METER GUARANTEES. (a) This section applies to any energy savings performance contract that:

- (1) provides for any metering or related equipment, system, or process or procedure; and
- (2) includes a meter guarantee by the provider, regardless of whether the meter guarantee is a part of a broader guarantee applicable to other energy or water conservation or usage measures or causally connected work.

(b) Not later than the fifth anniversary of the effective date of an energy savings performance contract, an engineer shall test a statistically relevant sample of the meters installed or implemented under the contract to determine or calculate the actual average accuracy and shall compare the actual average accuracy to the baseline average accuracy of those tested meters.

(c) A meter guarantee applies if the engineer reports to the local government and the provider that the average accuracy of the tested meters as of the testing date is less than the baseline average accuracy of the tested meters as of the testing date.

(d) The amount payable under the meter guarantee must be determined for each year subject to the engineer's report and is equal to the difference between:

(1) the agreed increase in billable revenues based on the estimated accuracy of all of the meters for each year, according to the energy savings performance contract; and

(2) the revenues for the same year that would result from applying the engineer's reported actual average accuracy of the tested meters to all of the meters subject to the energy savings performance contract, using the same contract components that were used to calculate the agreed increase in billable revenues for that year, assuming the annual decrease in actual average accuracy of all the meters was a pro rata percentage of the reported total decrease in actual average accuracy.

(e) Notwithstanding Subsection (d), if the meter guarantee in the contract is part of a broader guarantee applicable to other energy or water conservation or usage measures or causally connected work under the contract, the amount payable under the meter guarantee for any year during the measurement period is reduced or offset by the difference between:

(1) the sum of the energy savings and the increase in billable revenues resulting from the other energy or water conservation or usage measures or causally connected work for that year during the measurement period; and

(2) the guaranteed amount of the energy savings and the increase in billable revenues from the other energy or water conservation or usage measures or causally connected work for that year during the measurement period.

(f) A test conducted under this section must be performed in accordance with the procedures established by the International Performance Measurement and Verification Protocol or succeeding standards of the United States Department of Energy.

(g) An engineer conducting a test under this section shall:

(1) verify that the tested meters have been properly maintained and are operating properly; and

(2) comply with Section [302.005\(c\)](#).

Added by Acts 2007, 80th Leg., R.S., Ch. 527 (S.B. 831), Sec. 9, eff. June 16, 2007.

Sec. 302.007. EXEMPTION FROM OTHER CONTRACTING LAW. Chapter 2269, Government Code, does not apply to this chapter.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 3.04, eff. September 1, 2011.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.002 (25), eff. September 1, 2013.



**Council Agenda Item
July 27, 2015**

9. ADMINISTRATIVE REPORTS

- Budget Workshop Meeting, Monday, August 10, 2015
- City Council Meeting, Monday, August 24, 2015
- Planning and Zoning Commission Meeting, Thursday, August 20, 2015
- Zoning Board of Adjustment Meeting, Thursday, August 27, 2015

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

11. ADJOURN

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

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

CERTIFICATION

I certify that a copy of the July 27, 2015, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on July 21, 2015.
