

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



CHUCK ENGELKEN
Councilmember District 2
DARYL LEONARD
Councilmember District 3
KRISTIN MARTIN
Mayor Pro-Tem
Councilmember District 4
JAY MARTIN
Councilmember District 5
NANCY OJEDA
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held January 8, 2018, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Assistant City Attorney Clark Askins.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Kristin Martin.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Recognition - Winners of the 2017 Christmas Parade - 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 meeting held on December 11, 2017 - P. Fogarty
 - (b) Consider approval or other action regarding an Ordinance ordering a general election of the City of La Porte to be held on May 5, 2018, for the election of officials to offices of Councilperson-District 2; Councilperson-District 3 and Mayor; and consider approval or other action regarding an Ordinance ordering a special election on May 5, 2018 to consider reauthorization of local sales and use tax to continue to provide revenue for maintenance and repair of municipal streets - P. Fogarty
 - (c) Consider approval or other action awarding Bid #18004 for Bulk Fuel Supply Rebid - D. Pennell
 - (d) Consider approval or other action awarding RFQ #17604 for Spencer Highway Fence and Sidewalk Project design and construction phase services and authorizing the City Manager to enter into a professional service agreement with Cobb Fendley and Associates Inc., in the amount of \$95,922.00 - D. Pennell
 - (e) Consider approval or other action authorizing the City Manager to approve an amendment to the Phase II Little Cedar Bayou Drainage Improvement Contract - D. Pennell
 - (f) Consider approval or other action regarding an Ordinance vacating, abandoning and closing a portion of the Cedar Ave. right-of-way located in Block 17 of the Sylvan Beach Subdivision - I. Clowes
 - (g) Consider approval or other action authorizing the City Manager to execute a contract with Association of Bayport Companies, Inc., for provision of emergency medical services to ABC Inc. member companies located within the Bayport Industrial District for the City of La Porte Emergency Management Services - R. Nolen

7. ADMINISTRATIVE REPORTS

- Planning and Zoning Committee Meeting, Thursday, January 18, 2018
- Fiscal Affairs Committee Meeting, Monday, January 22, 2018
- City Council Meeting, Monday, January 22, 2018
- Zoning Board of Adjustment Meeting, Thursday, January 25, 2018

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

9. 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 January 8, 2018 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on January 2, 2018.

Patrice Fogarty



**Council Agenda Item
January 8, 2018**

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(a) Recognition - Winners of the 2017 Christmas Parade - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

On December 8th, the City of La Porte held the annual Lighted Christmas Parade.

The winners for the four categories were:

Best Business: The Houston Yacht Club

Best Organization: La Porte 4-H Club

Best School: San Jacinto College

Best in Show: San Jacinto College



Council Agenda Item January 8, 2018

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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 - (c) Consider approval or other action awarding Bid #18004 for Bulk Fuel Supply Rebid - D. Pennell
 - (d) Consider approval or other action awarding RFQ #17604 for Spencer Highway Fence and Sidewalk Project design and construction phase services and authorizing the City Manager to enter into a professional service agreement with Cobb Fendley and Associates Inc., in the amount of \$95,922.00 - D. Pennell
 - (e) Consider approval or other action authorizing the City Manager to approve an amendment to the Phase II Little Cedar Bayou Drainage Improvement Contract - D. Pennell
 - (f) Consider approval or other action regarding an Ordinance vacating, abandoning and closing a portion of the Cedar Ave. right-of-way located in Block 17 of the Sylvan Beach Subdivision - I. Clowes
 - (g) Consider approval or other action authorizing the City Manager to execute a contract with Association of Bayport Companies, Inc., for provision of emergency medical services to ABC Inc. member companies located within the Bayport Industrial District for the City of La Porte Emergency Management Services - R. Nolen

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MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE DECEMBER 11, 2017

The City Council of the City of La Porte met in a regular meeting on **Monday, December 11, 2017**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Ojeda, J. Martin, K. Martin, Kaminski, Zemanek, Leonard, Engelken, and Earp. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, Assistant City Manager Jason Weeks and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Assistant City Attorney Clark Askins.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Jay Martin.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Recognition – City of La Porte Emergency Medical Services (EMS) – Silver Plus Achievement Award – Mayor Rigby

Mayor Rigby recognized the Emergency Medical Services Department for receiving the Silver Plus Achievement Award.

- (b) Recognition – Employee of the Third Quarter 2017 – Larry Villarreal (Equipment Operator II) City of La Porte Public Works Department – Mayor Rigby

Mayor Rigby recognized Equipment Operator II Larry Villarreal as Employee of the Third Quarter 2017.

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

Philip Dunn, 701 San Jacinto St., addressed Council regarding the last meeting in November when the Dangerous Building item was discussed and questioned comments from Council that were made during the discussion.

Chuck and Jane Rosa, 812 S. Virginia, addressed Council and expressed gratitude for the Christmas lights and nativity scene displayed in the City.

Bobby Murray, 10303 Rustic Rock Rd., addressed Council regarding a dog he adopted with heartworms from the La Porte Animal Shelter and requested the animals be tested for diseases before being released for adoption.

Paul Larson, 200 N. 4th St., addressed Council and informed he has a permit for 621 W. Main, thanked Council for allowing additional time to obtain the permit and requested Council implement the International Code instead of the Uniform Plumbing and Mechanical Code.

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 meeting held on November 13, 2017– P. Fogarty
- (b) Consider approval or other action to reject Bid #18003 for Temporary Labor Services – Solid Waste Worker – C. Daeumer
- (c) Consider approval or other action to purchase Neptune meters from sole source supplier Core and Main – M. Dolby
- (d) Consider approval or other action regarding a Resolution authorizing and approving a grant from the Office of the Governor of Texas for the Fiscal Year 2017 Urban Area Security Initiative (UASI), Homeland Security Grant Program, Grant No. 3416801, for the City of La Porte Emergency Operation Center (EOC) Audio/Visual Equipment Replacement Project – K. Gauthier
- (e) Consider approval or other action authorizing Staff to accept quote from T.F. Harper & Associates LP in the amount of \$67,680.00 for purchase and installation of shade structures and concrete pads at the Little Cedar Bayou Wave Pool, under Texas Buy Board Contract No. 512-16 - R. Epting
- (f) Consider approval or other action authorizing Staff to accept the quote from Texas Sports Equipment in the amount of \$52,086.00 for purchase and installation of bleachers and basketball backboards for the City of La Porte Recreation & Fitness Center, under Texas Buy Board No. 502-16 – R. Epting

Consent Items E and F were pulled for questions. Parks and Recreations Director Rosalyn Epting answered the questions.

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

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

Item 9 (a) was taken at this time and Councilmember Earp left the table due to a conflict of interest. See Discussion and possible action below. Item No. 9

7. PUBLIC HEARING AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to approve Special Conditional Use Permit # 17-91000005 to allow for development of a Master Planned Residential Community in a Planned Unit Development (PUD) Zoning District; and consider approval or other action regarding an Ordinance amending the Code of Ordinances of the City of La Porte, Chapter 106, by granting Special Conditional Use Permit #17-91000005 to allow for the development of a Master Planned

Residential Community in a Planned Unit Development (PUD) Zoning District, for a 235-acre tract of land and being a portion of a 485.14-acre tract in the Richard Pearsall Survey, A-265, La Porte, Harris County, Texas.

The public hearing opened at 6:51 p.m.

City Planner Ian Clowes presented a summary regarding a recommendation by the Planning and Zoning Commission to approve a Special Conditional Use Permit Request #17-91000005, to allow for development of a Master Planned Residential Community in a Planned Unit Development (PUD) Zoning District.

Chuck Rosa, 812 S. Virginia St., spoke in opposition of a Special Conditional Use Permit Request allowing for development of a Master Planned Residential Community in a Planned Unit Development (PUD) Zoning District.

Paul Grohman spoke and provided additional information on the development and commented the permit is consistent with the City of La Porte's Comprehensive Plan.

There being no further public comments, the public hearing closed at 7:22 p.m.

Councilmember Zemanek made a motion to accept the Planning and Zoning Commission's recommendation to approve an Ordinance amending Chapter 106, "Zoning" of the Code of Ordinances of the City of La Porte, by granting Special Conditional Use Permit #17-91000005, to allow for development of a Master Planned Residential Community in a Planned Unit Development (PUD) Zoning District. Councilmember Kaminski seconded. **MOTION PASSED 7/1.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3687: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, CHAPTER 106, MORE COMMONLY REFERRED TO AS THE ZONING ORDINANCE OF THE CITY OF LA PORTE, BY GRANTING SPECIAL CONDITIONAL USE PERMIT NO. 17-91000005, TO ALLOW FOR THE DEVELOPMENT OF A MASTER PLANNED RESIDENTIAL COMMUNITY IN A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, FOR A 235 ACRE TRACT OF LAND AND BEING A PORTION OF A 485.14 ACRE TRACT IN THE RICHARD PEARSALL SURVEY, A-265, LA PORTE, HARRIS COUNTY TEXAS, MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

(b) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to approve an Ordinance allowing additional uses to be permitted within the Neighborhood Commercial (NC) Zoning District; and consider approval or other action regarding an Ordinance amending Chapter 106 "Zoning" of the Code of Ordinances of the City of La Porte by amending regulations related to certain use classifications in the Neighborhood Commercial "NC" Zoning District – I. Clowes

The public hearing opened at 7:24 p.m.

City Planner Ian Clowes presented a summary regarding a recommendation by the Planning and Zoning Commission to allow additional uses to be permitted within the Neighborhood Commercial (NC) Zoning District.

There being no further public comments, the public hearing closed at 7:25 p.m.

Councilmember Kristin Martin made a motion to accept the Planning and Zoning Commission's recommendation to approve an Ordinance allowing additional uses to be permitted within the

Neighborhood Commercial (NC) Zoning District. Councilmember Zemanek seconded. **MOTION PASSED 8/0.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3688**: AN ORDINANCE AMENDING CHAPTER 106 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY AMENDING REGULATIONS RELATED TO CERTAIN USE CLASSIFICATIONS IN THE NEIGHBORHOOD COMMERCIAL "NC" ZONING DISTRICT; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE FINED 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; AND PROVIDING AN EFFECTIVE DATE HEREOF.

8. AUTHORIZATIONS

A. Consider approval or other action regarding an Ordinance repealing Ordinance 2017-3682, concerning condemnation of the commercial building located on Lots four (4), five (5) and six (6), Block 42, Town of La Porte, Harris County, Texas, more commonly known as 621 W. Main Street; and repealing Ordinance 2017-3682 – R. Mancilla

Planning and Development Director Richard Mancilla presented a summary.

Councilmember Leonard made a motion to approve an Ordinance with completion date of June 1, 2018. Councilmember Earp seconded. **MOTION PASSED 9/0.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3689**: AN ORDINANCE REPEALING ORDINANCE 2017-3682, CONCERNING CONDEMNATION OF THE COMMERCIAL BUIDLING LOCATED ON LOTS FOUR (4), FIVE (5) and SIX (6), BLOCK 42, TOWN OF LA PORTE, HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 621 W. MAIN STREET; AND REPEALING ORDINANCE 2017-3686; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

9. DISCUSSION AND POSSIBLE ACTION

(a) Discussion and possible action regarding Petition for Consent to the Creation of a Municipal Utility District (MUD) and associated utility agreement – C. Alexander

Councilmember Danny Earp left the table due to a conflict of interest.

City Manager Corby Alexander presented a summary.

Councilmember Zemanek made a motion to consent to the Creation of a Municipal Utility District (MUD) and associated utility agreement. Councilmember Jay Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 7/1.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3690**: AN ORDINANCE OF THE CITY OF LA PORTE, TEXAS CONSENTING TO AND GRANTING A PETITION FOR THE CREATION OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 561, A MUNICIPAL UTILITY DISTRICT TO BE LOCATED WITHIN THE BOUNDARIES OF THE CITY OF AL PORTE, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS A 234.686 ACRE TRACT OF LAND SITUATED IN THE RICHARD PEARSALL SURVEY, ABSTRACT NO. 265, HARRIS COUNTY, TEXAS; APPROVING A UTILITY AGREEMENT BY AND BETWEEN THE CITY OF LA PORTE, TEXAS AND BEAZER HOMES TEXAS, LP., ON BEHALF OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO 561; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; CONTAINING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- (b) Discussion a possible action regarding appointment of a City Council subcommittee to review and make recommendations for annual evaluation forms as determined by the committee – Mayor Rigby

Mayor Rigby presented a summary.

Councilmember Earp made a motion to form a subcommittee to make recommendations for annual evaluation forms consisting of Councilmembers Earp, K. Martin and Engelken as Chairman Councilmember Zemanek seconded. **MOTION PASSED 9/0.**

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

10. **ADMINISTRATIVE REPORTS**

City Manager Corby Alexander introduced the new Assistant City Manager Jason Weeks.

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

Councilmember Ojeda reported Council the La Porte Development Corporation Board met prior to the City Council meeting and chose a fencing design option along Spencer Highway between Underwood Rd. and Farrington Blvd.

Councilmember Jay Martin welcomed Assistant City Manager Jason Weeks; congratulated the Emergency Medical Services on their award; Larry Villarreal as Employee of the Third Quarter 2017; requested Staff to get back with Mr. Murray regarding his concern with the adoption process at the Animal Shelter and commented how excited he is with the future development of a Master Planned Residential Community.

Councilmember Kristin Martin congratulated the Emergency Medical Services on their award and Larry Villarreal as Employee of the Third Quarter 2017; complimented Staff on the adjustment of scheduling of events for Christmas on Main Street; welcomed Assistant City Manager Jason Weeks and commented she welcomes Beazer Homes again to the City of La Porte.

Councilmember Kaminski congratulated the Emergency Medical Services on their award and Larry Villarreal as Employee of the Third Quarter 2017 and commented Christmas on Main Street was exciting and well attended.

Councilmember Zemanek congratulated the Emergency Medical Services on their award and Larry Villarreal as Employee of the Third Quarter 2017; commented on the children's smiling faces at the parade during Christmas on Main Street and wished everyone a Merry Christmas and a Happy New Year.

Councilmember Leonard congratulated the Emergency Medical Services on their award and Larry Villarreal as Employee of the Third Quarter 2017; commented on an event held on Saturday where animals were spayed and neutered with La Porte High School students volunteering and wished everyone a Merry Christmas.

Councilmember Engelken congratulated the Emergency Medical Services on their award and Larry Villarreal as Employee of the Third Quarter 2017; thanked the City for the new sign at the Brookglen Center; complimented the work being done at the baseball fields; welcomed Assistant City Manager Jason Weeks and wished everyone safe and happy holidays.

Councilmember Earp congratulated the Emergency Medical Services on their award and Larry Villarreal as Employee of the Third Quarter 2017; welcomed Assistant City Manager Jason Weeks and wished everyone a Merry Christmas and a Happy New Year.

Councilmember Ojeda thanked Staff for applying for the grant for the Emergency Operation Center; complimented Public Works Director for the write up for Larry Villarreal as Employee of the Third Quarter 2017; thanked Parks and Recreation for all the events; thanked Lighthouse Baptist Church for the delicious fudge and commented she hopes the concern of animals being tested for diseases before being adopted is resolved.

Mayor Rigby congratulated the Emergency Medical Services on their award and Larry Villarreal as Employee of the Third Quarter 2017; thanked Pastor Dunn for the fudge; informed every one of the Bridge Series he attended; commented the Employee Christmas Party was well coordinated and attended; advised of a conference call he and others had with Congressman Babin's in regards to the Heavy Haul Corridor; commented Christmas on Main Street was well attended; welcomed Jason Weeks and reminded Councilmembers to get their iPads upgraded with City Secretary Patrice Fogarty.

12. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 7:50 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Patrice Fogarty, City Secretary

Passed and approved on January 8, 2018.

Mayor Louis R. Rigby

ORDINANCE NO. 2018-

AN ORDINANCE ORDERING A SPECIAL ELECTION OF THE CITY OF LA PORTE TO PERMIT VOTING FOR OR AGAINST THE PROPOSITION: “THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF LA PORTE AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS”; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR THE USE OF VOTING MACHINES; APPOINTING ELECTION OFFICIALS; PROVIDING FOR METHOD AND DATES OF EARLY VOTING; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR RETURN AND CANVASS OF VOTES OF SAID ELECTION; PROVIDING FOR NOTICE; PROVIDING A SAVINGS CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. A special election shall be held within the corporate limits of the City of La Porte, Texas, on the 5th day of May, 2018, such day being the first Saturday in May, 2018, between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M., to permit voting for or against the proposition: “The reauthorization of the local sales and use tax in the City of La Porte at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets.”

Section 2. Said election shall be held at each of the following voting places within said City, and the following named persons are hereby appointed as officers of said election, to-wit:

Election Precinct #1

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at a point on the east right-of-way line of Underwood Road, said point being the southwest corner of Tract 490B-1, La Porte Outlots, and the northwest corner of Reserve A1, Block 14, Creekmont, Section 2;

THENCE in a westerly direction a point for corner on the west right-of-way line of Underwood Road;

THENCE in a northerly direction along the west right-of-way line of Underwood Road to its projected intersection with the north right-of-line of State Highway 225;

THENCE in a southeasterly direction along the north right-of-way line of State Highway 225 to the southwest corner of Tracts 30A & 30A-1, Strang Subdivision;

THENCE in a northerly direction along the west line of Tracts 30A & 30A-1, Tracts 17A & 18, and Tracts 17A-1 & 18A, Strang Subdivision, to a point for corner at the northwest corner of Tracts 17A-1 & 18, Strang Subdivision;

THENCE in an easterly direction along the north line of Tracts 17A-1 & 18, Strang Subdivision to a point for corner at the northeast corner of Tracts 17A-1 & 18, Strang Subdivision;

THENCE in a southerly direction along the east line of Tracts 17A-1 & 18, Tracts 17A & 18, and Tracts 30A & 30A-1, Strang Subdivision to a point for corner at the southeast of Tracts 30A & 30A-1, said point being located on the north right-of-way line of State Highway 225;

THENCE in a southeasterly direction along the north right-of-way line of State Highway 225 to its intersection with the centerline of Sens Road;

THENCE in a southerly direction along the centerline of Sens Road to its intersection with the centerline of Old La Porte Road;

THENCE in a westerly direction along the centerline of Old La Porte Road to the west right-of-way line of Sens Road;

THENCE in a southerly direction along the west right-of-way of Sens Road to the centerline of Sens Road;

THENCE in a southerly direction along the centerline of Sens Road to the projected northeast corner of Tracts 1A & 1B, La Porte Outlots;

THENCE in a westerly direction along the north line of Tracts 1A & 1B, Lot 2, Lot 3, Lot 4, Lots 5 & 6, Lot 7, Lots 8, 13 & 28, and Lots 9, 10, 10-1/2, 11, 11-1/2, 30 & 30-1/2 to the southwest corner of Lots 231 & 232, La Porte Outlots;

THENCE in a southerly direction along the east line of Tract 471, La Porte Outlots to a point at the southeast corner of Tract 471, La Porte Outlots;

THENCE in a westerly direction along the south line of Tracts 471, Tracts 471D & 471D-1 and Tract 471D-2, to the east line of the City of La Porte Municipal Airport;

THENCE in a southerly direction along the east line of the City of La Porte Municipal Airport to the centerline of Spencer Highway (West Main Street);

THENCE in a westerly direction along the centerline of Spencer Highway (West Main Street) to the centerline of Farrington Boulevard;

THENCE in a northerly direction along the centerline of Farrington Boulevard to the centerline of Meadow Place Drive;

THENCE in a westerly direction along the centerline of Meadow Place Drive to its projected intersection with the centerline of Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a northerly direction along the centerline of Big Island Slough to the projected north line of the Creekmont Subdivision;

THENCE in a westerly direction along the north line of the Creekmont Subdivision to POINT OF BEGINNING of the herein-described District 1 boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #2

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and a line projected south from the southwest corner of Tract 17K, W.M. Jones Survey, A-482;

THENCE in a northerly direction along the west line of Tracts 17K, 17K-1, 17-D, 17E & 17R, and 17M, W.M. Jones Survey, A-482, to its projected intersection with the north right-of-way line of Spencer Highway (West Main Street);

THENCE in an easterly direction along the north right-of-way line of Spencer Highway (West Main Street) to its intersection with the projected centerline of Clarksville Road;

THENCE in a southerly direction along the centerline of Clarksville Road to its intersection with the centerline of Carlow Lane;

THENCE in an easterly direction along the centerline of Carlow Lane to its intersection with the centerline of Underwood Road;

THENCE in a southerly direction along the centerline of Underwood Road to its intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to the POINT OF BEGINNING of the herein-described District 2 boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #3

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and the centerline of Underwood Road;

THENCE in a northerly direction along the centerline of Underwood Road to its intersection with the centerline of Carlow Lane;

THENCE in a westerly direction along the centerline of Carlow Lane to its intersection with the centerline of Clarksville Road;

THENCE in a northerly direction along the centerline of Clarksville Road to its intersection with the north right-of-way line of Spencer Highway;

THENCE in an easterly direction along the north right-of-way of Spencer Highway (West Main Street) to its intersection with the west right-of-way line of Underwood Road;

THENCE in a northerly direction along the west line of Underwood Road to its intersection with the projected northernmost boundary of the Creekmont Subdivision;

THENCE in an easterly direction along the north line of the Creekmont Subdivision to its intersection with the centerline of Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a southerly direction along the centerline of Big Island Slough to its intersection with the centerline of Hillridge Road;

THENCE in a westerly direction along the centerline of Hillridge Road to its intersection with the centerline of Roseberry Drive;

THENCE in a southerly direction along the centerline of Roseberry Drive to its intersection with the centerline of Rocky Hollow Road;

THENCE in a westerly direction along the centerline of Rocky Hollow Road to its intersection with the centerline of Willmont Road;

THENCE in a southerly direction along the centerline of Willmont Road to its intersection with the centerline of Clairmont Drive;

THENCE in a westerly direction along the centerline of Clairmont Drive to its intersection with the centerline of Rosemont Drive;

THENCE in a southerly direction along the centerline of Rosemont Drive to its intersection with the centerline of Parkway Drive;

THENCE in an easterly direction along the centerline of Parkway Drive to its intersection with the centerline of Willmont Road;

THENCE in a southerly direction along the centerline of Willmont Road to its projected intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to its intersection with the centerline of Underwood Road being POINT OF BEGINNING of the herein-described District 3 Boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #4

Polling Place: La Porte City Hall (Council Chambers)
604 West Fairmont Parkway
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at point at the intersection of the centerline of Spencer Highway (West Main Street) and the projected east line of the City of La Porte Municipal Airport;

THENCE in a northerly direction along the east line of the City of La Porte Municipal Airport to the westernmost northwest corner of Lots 9, 10, 10-1/2, 11, 11-1/2, 30 and 30-1/2, La Porte Outlots;

THENCE in an easterly direction along the south line of Tracts 471D-2, 471D & 471D-1, and 471, La Porte Outlots, to the southeast corner of Tract 471, La Porte Outlots;

THENCE in a northerly direction along the east line of Tract 471, La Porte Outlots, to the southwest corner of Lots 231 & 232, La Porte Outlots;

THENCE in an easterly direction along the north line of Tracts 9, 10, 10-1/2, 11, 11-1/2, 30 and 30-1/2, Lots 8, 13, & 28, Lot 7, Lots 5 & 6, Lot 4, Lot 3, Lot 2, and Tracts 1A & 1B, La Porte Outlots, to the centerline of Sens Road;

THENCE in a northerly direction along the centerline of Sens Road to a point 350' north of the intersection of the centerline of North "P" Street and Sens Road;

THENCE in a westerly direction along the west right-of-way of Sens Road to its intersection with the centerline of Old La Porte Road;

THENCE in an easterly direction along the centerline of Old La Porte Road to its intersection with the centerline of Sens Road;

THENCE in a northerly direction along the centerline of Sens Road to its intersection with the north right-of-way line of State Highway 225;

THENCE in an easterly direction along the north right-of-way line of State Highway 225 to the northeast corner of Tract 12A, Enoch Brinson Survey, A-5;

THENCE in a westerly direction along the north line of Tract 12A and Tract 12B, Enoch Brinson Survey, A-5, to the east right-of-way line of Strang Road;

THENCE in a northerly direction along the east right-of-way of Strang Road to the northwest corner of Tract 13D-3, Staashen Subdivision;

THENCE in an easterly direction along the north line of Tracts 13D-3 and Tract 13D, Staashen Subdivision, to the west right-of-way of State Highway 146;

THENCE in a northeasterly direction along the west right-of-way of State Highway 146 to its intersection with the shoreline of San Jacinto Bay;

THENCE in a westerly direction along the meanders of the shoreline of San Jacinto Bay to a point for corner at its intersection with the north boundary line of the La Porte Independent School District;

THENCE in an easterly direction along the north line of La Porte Independent School District to its intersection with an imaginary line 2,500 feet distant from, parallel to, and southwest of the centerline of the Houston Ship Channel;

THENCE in a southeasterly direction along said imaginary line situated 2,500 feet distant from, parallel to, and southwest of the centerline of the Houston Ship Channel to its intersection with the north line of the City of Morgan's Point;

THENCE in a westerly direction along the north line of the City of Morgan's Point to its intersection with the west line of the City of Morgan's Point, said point being a line projected northward from the east right-of-line of North Broadway;

THENCE in a southerly direction along the east line of North Broadway to its intersection with the north line of Barbour's Cut Boulevard;

THENCE along the north line of Barbour's Cut Boulevard to its intersection with the projected east line of Donaldson Avenue;

THENCE in a southeasterly direction along the east line of Donaldson Avenue to its intersection with the centerline of East "E" Street;

THENCE in a southwesterly direction along the centerline of East "E" Street to its intersection with the centerline of South Nugent Avenue;

THENCE in a southeasterly direction along the centerline of South Nugent Avenue to its intersection with the centerline of Park Street;

THENCE in a southwesterly direction along the centerline of Park Street to its intersection with the centerline of South Ohio Avenue;

THENCE in a northwesterly direction along the centerline of South Ohio Avenue to its intersection with the centerline of East "G" Street;

THENCE in a southwesterly direction along the centerline of East "G" Street to its intersection with the centerline of South Broadway;

THENCE in a southerly direction along the centerline of South Broadway to its intersection with the centerline of Fairmont Parkway;

THENCE in a westerly direction along the centerline of Fairmont Parkway to its intersection with the centerline of South 16th Street;

THENCE in a northerly direction along the centerline of South 16th Street to its intersection with the centerline of West "B" Street;

THENCE in a westerly direction along the centerline of West "B" Street to its intersection with the centerline of South 17th Street;

THENCE in a northerly direction along the centerline of South 17th Street to its intersection with the centerline of Spencer Highway (West Main Street);

THENCE in a westerly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the projected east line of the City of La Porte Municipal Airport and the POINT OF BEGINNING of the herein-described District 4 boundary.

Election Officials:

Norma Repman, Presiding Judge
Isabel Jackson, Alternate Presiding Judge

Election Precinct #5

Polling Place: La Porte City Hall (Council Chambers)
604 West Fairmont Parkway
La Porte, Texas 77571

Precinct Boundaries:

TRACT 1:

BEGINNING at the intersection of the centerline of Spencer Highway (West Main Street) and the centerline of Fleetwood Drive;

THENCE in an easterly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the centerline of South 17th Street;

THENCE in a southerly direction along the centerline of South 17th Street to its intersection with the centerline of West “B” Street;

THENCE in an easterly direction along the centerline of West “B” Street to its intersection with the centerline of South 16th Street;

THENCE in a southerly direction along the centerline of South 16th Street to its intersection with the centerline of Fairmont Parkway;

THENCE in an easterly direction along the centerline of Fairmont Parkway to its intersection with the centerline of South Broadway;

THENCE in a northerly direction along the centerline of South Broadway to its intersection with the centerline of East “G” Street;

THENCE in a northeasterly direction along the centerline of East “G” Street to its intersection with the centerline of South Ohio Avenue;

THENCE in a southeasterly direction along the centerline of South Ohio Avenue to its intersection with the centerline of Park Street;

THENCE in a northeasterly direction along the centerline of Park Street to its intersection with the centerline of South Nugent Avenue;

THENCE in a northwesterly direction along the centerline of South Nugent Avenue to its intersection with the centerline of East “E” Street;

THENCE in a northeasterly direction along the centerline of East “E” Street to its intersection with the west line of the City of Morgan’s Point;

THENCE in a southeasterly along the west line of the City of Morgan’s Point to its intersection with the shoreline of Galveston Bay;

THENCE in a southerly direction along the shoreline of Galveston Bay to its intersection with the north line of the City of Shoreacres;

THENCE in a westerly direction along the north line of the City of Shoreacres to its intersection with the west line of State Highway 146;

THENCE in northeasterly direction along the west line of the State Highway 146 to the south line of McCabe Road;

THENCE in a westerly direction along the south line of McCabe Road to its projected intersection with the west line of the Union Pacific Railroad right-of-way;

THENCE in a northerly direction along the west line of the Union Pacific Railroad right-of-way to its intersection with the south line of Fairmont Parkway;

THENCE in a westerly direction along the south line of Fairmont Parkway to its intersection with the centerline of Driftwood Drive;

THENCE in a northerly direction along the centerline of Driftwood Drive to its intersection with the centerline of Spruce Drive North;

THENCE in a westerly direction along the centerline of Spruce Drive North to its intersection with the centerline of Fleetwood Drive;

THENCE in a northerly direction along the centerline of Fleetwood Drive to the POINT OF BEGINNING of the herein-described Tract 1 of District 5 boundary.

TRACT 2:

BEGINNING at the intersection of the east line of South Broadway and the south line of the City of Shoreacres;

THENCE in an easterly direction along the south line of the City of Shoreacres to its intersection with the northeast corner of the Bay Colony Subdivision and the shoreline of Galveston Bay;

THENCE in a southeasterly direction along the east line of the Bay Colony Subdivision and the shoreline of Galveston Bay to the southeast corner of the Bay Colony Subdivision, said corner also being the city limit line of the City of Pasadena;

THENCE in a westerly direction along the south line of the Bay Colony Subdivision and the city limit line of the City of Pasadena to its intersection with the east right-of-way of South Broadway;

THENCE in a northerly direction along the east line of South Broadway to the POINT OF BEGINNING for the herein-described Tract 2 of District 5 boundary.

Election Officials:

Norma Repman, Presiding Judge
Isabel Jackson, Alternate Presiding Judge

Election Precinct #6

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and the projected centerline of Willmont Road;

THENCE in a northerly direction along the centerline of Willmont Road to its intersection with the centerline of Parkway Drive;

THENCE in a westerly direction along the centerline of Parkway Drive to its intersection with the centerline of Rosemont Drive;

THENCE in a northerly direction along the centerline of Rosemont Drive to its intersection with the centerline of Clairmont Drive;

THENCE in an easterly direction along the centerline of Clairmont Drive to its intersection with the centerline of Willmont Road;

THENCE in a northerly direction along the centerline of Willmont Road to its intersection with the centerline of Rocky Hollow Road;

THENCE in an easterly direction along the centerline of Rocky Hollow Road to its intersection with the centerline of Roseberry Drive;

THENCE in a northerly direction along the centerline of Roseberry Drive to its intersection with the centerline of Hillridge Road;

THENCE in an easterly direction along the centerline of Hillridge Road to its intersection with Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a northerly direction along the centerline of Big Island Slough to its intersection with the projected centerline of Meadow Place Drive;

THENCE in an easterly direction along the centerline of Meadow Place Drive to its intersection with the centerline of Farrington Boulevard;

THENCE in a southerly direction along the centerline of Farrington Boulevard to its intersection with the centerline of Spencer Highway (West Main Street);

THENCE in an easterly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the centerline of Fleetwood Drive;

THENCE in a southerly direction along the centerline of Fleetwood Drive to its intersection with the centerline of Spruce Drive North;

THENCE in an easterly direction along the centerline of Spruce Drive North to its intersection with the centerline of Driftwood Drive;

THENCE in a southerly direction along the centerline of Driftwood Drive to its intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to the POINT OF BEGINNING of the herein-described District 6 boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Early Voting Place: La Porte City Hall (Council Chambers)
604 West Fairmont Parkway
La Porte, Texas 77571

Early Voting

Polling Places: La Porte City Hall (Council Chambers) – Main Early Voting Polling Place
604 West Fairmont Parkway
La Porte, Texas 77571

Instructional Technology Center (ITC Building) – Branch Polling Place
9832 Spencer Hwy.
La Porte, Texas 77571

Bi-Lingual Election Clerk/Interpreter: Isabel Salas and/or Gladis Sanchez.

Section 3. Voting at said election, including early voting, shall be by the use of voting machines, and the ballots of said election shall conform to the Texas Election Code, as amended.

Section 4. An Early Voting Ballot Board is hereby created to process Early Voting results for the election and the runoff election, if necessary. Garth Riggerbach is appointed Presiding Judge of the Early Voting Ballot Board. At least two (2) other members of the Early Voting Ballot Board shall be appointed by the Presiding Judge, in the same manner as the precinct election clerks.

Early Voting by mail shall begin on the 45th day preceding the date of the election, or as soon thereafter as ballots are available, and shall continue until seven o'clock (7:00) P.M. on election day.

Applications for a ballot by mail shall be mailed, emailed, faxed or sent by common or contract carrier to Patrice Fogarty, City Secretary, 604 W. Fairmont Parkway, La Porte, TX 77571, fax: 281-842-3701, email: fogarty@laportetx.gov.

Ballots voted by mail shall be mailed to Patrice Fogarty, City Secretary, 604 W. Fairmont Parkway, La Porte, TX 77571, or sent by common or contract carrier to the same address or while

the polls are open on election day, in person delivery to the early voting clerk's office by the voter who voted the ballot.

Early Voting shall be conducted by a clerk for Early Voting, namely, Patrice Fogarty, City Secretary; and the places at which Early Voting by personal appearance shall be conducted are designated as the La Porte City Hall, 604 West Fairmont Parkway, La Porte, Texas, (main early voting polling place), and the Instructional Technology Center (ITC Building), 9832 Spencer Hwy., La Porte, Texas, (branch early voting polling place).

Early Voting by personal appearance shall begin on the 12th day and shall continue through the 4th day preceding the day of election. Early voting by personal appearance shall be conducted on the weekdays of the early voting period from 8:00 a.m. to 5:00 p.m., except for the third day and the final day of the early voting period, from 7:00 a.m. to 7:00 p.m.

Section 5. The City Secretary's election office in the La Porte City Hall is hereby designated as the Central Counting Station to receive all ballots cast at said election, and Patrice Fogarty is hereby appointed the Presiding Manager for said Central Counting Station, and Sharon Harris is hereby appointed the Alternate Presiding Manager for said Central Counting Station. Said Manager shall appoint any clerks necessary to assist in receiving ballots and other records and in performing the other duties of said Manager in this regard.

Jana Wood is hereby appointed as the Presiding Judge of the Central Counting Station, and Sharon Harris is hereby appointed as Alternate Presiding Judge for said Central Counting Station.

The City Secretary is hereby authorized and directed to obtain, or cause to be obtained, the necessary electronic tabulating equipment, to arrange for the testing thereof as provided by law and to employ a duly qualified manager and a duly qualified tabulation supervisor to perform the duties respectively imposed on them by law with respect to the processing and tabulation of

ballots at the Central Counting Station. Sharon Harris is hereby appointed the tabulation supervisor, and Gladis Sanchez is hereby appointed the assistant tabulation supervisor.

In compliance with Chapter 127 of the Texas Election Code, the tabulation supervisor, assistant tabulation supervisor, presiding judge of counting station, alternate presiding judge of counting station and any appointed clerks are entitled to compensation at the same rate as a precinct presiding judge except that the counting station judge is entitled to a minimum compensation of five hours' pay regardless of the amount of time worked; and a clerk who serves for the entire time a counting station is in operation is entitled to a minimum compensation of three hours' pay regardless of the amount of time worked.

Section 6. That all election materials including notice of the election, ballots, instruction cards, affidavits and other forms which voters may be required to sign and all early voting materials shall be printed in both English and Spanish or Spanish translations thereof shall be made available in the circumstances permitted and in the manner required by law.

Section 7. The City Secretary of the City of La Porte shall forthwith issue Notice of said election to be published one time in the BAY AREA OBSERVER, which is hereby found and declared to be a newspaper of general circulation in said City, not less than ten (10) days nor more than thirty (30) days prior to the date of the said election.

Section 8. Said election shall be held in accordance with the provisions of the City Charter of the City of La Porte, Texas and the general election laws of the State of Texas governing general and municipal elections, so far as same may be applicable thereto.

Section 9. Immediately after said election, the officers holding the same shall make and deliver the returns of the results thereof and the accompanying records for use in the official canvass to the City Council of the City of La Porte, Texas; and the City Council shall canvass said returns at a Special Meeting set by the City Council; and shall, immediately after canvassing the returns, declare the results of the election.

Section 10. Each and every provision, paragraph, sentence and clause of this Ordinance has been separately considered and passed by the City Council of the City of La Porte, Texas, and each said provision would have been separately passed without any other provision; and if any provision hereof shall be ineffective, invalid or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

Section 11. This Ordinance shall be in effect immediately upon its passage and approval.

Section 12. 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.

PASSED AND APPROVED, this ____ day of January, 2018.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins
Assistant City Attorney

ORDINANCE NO. 2018-_____

AN ORDINANCE ORDERING THE REGULAR ANNUAL ELECTION OF THE CITY OF LA PORTE, TEXAS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR A JOINT ELECTION WITH THE LA PORTE INDEPENDENT SCHOOL DISTRICT; PROVIDING FOR THE USE OF VOTING MACHINES; APPOINTING ELECTION OFFICIALS; PROVIDING FOR METHOD, LOCATIONS AND DATES OF EARLY VOTING; PROVIDING FOR AN EARLY VOTING BALLOT BOARD; PROVIDING FOR RETURN AND CANVASS OF VOTES OF SAID ELECTION; PROVIDING FOR A RUN-OFF ELECTION, IF NECESSARY, ON THE SECOND SATURDAY IN JUNE; PROVIDING FOR NOTICE; PROVIDING A SAVINGS CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1. An election shall be held within the corporate limits of the City of La Porte, Texas, on the 5th day of May, 2018, such day being the first Saturday in May, 2018, between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M., for the purpose of electing the following City officials:

Mayor, for a 3-year term
Councilperson--District 2, for a 3-year term
Councilperson--District 3, for a 3-year term

This will be a joint election with the La Porte Independent School District.

A run-off election will be held, if necessary, on June 9, 2018, that day being the second Saturday in June, 2018, between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M.

Section 2. Said election shall be held at each of the following voting places within said City, and the following named persons are hereby appointed as officers of said election, to-wit:

Election Precinct #1

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at a point on the east right-of-way line of Underwood Road, said point being the southwest corner of Tract 490B-1, La Porte Outlots, and the northwest corner of Reserve A1, Block 14, Creekmont, Section 2;

THENCE in a westerly direction a point for corner on the west right-of-way line of Underwood Road;

THENCE in a northerly direction along the west right-of-way line of Underwood Road to its projected intersection with the north right-of-line of State Highway 225;

THENCE in a southeasterly direction along the north right-of-way line of State Highway 225 to the southwest corner of Tracts 30A & 30A-1, Strang Subdivision;

THENCE in a northerly direction along the west line of Tracts 30A & 30A-1, Tracts 17A & 18, and Tracts 17A-1 & 18A, Strang Subdivision, to a point for corner at the northwest corner of Tracts 17A-1 & 18, Strang Subdivision;

THENCE in an easterly direction along the north line of Tracts 17A-1 & 18, Strang Subdivision to a point for corner at the northeast corner of Tracts 17A-1 & 18, Strang Subdivision;

THENCE in a southerly direction along the east line of Tracts 17A-1 & 18, Tracts 17A & 18, and Tracts 30A & 30A-1, Strang Subdivision to a point for corner at the southeast of Tracts 30A & 30A-1, said point being located on the north right-of-way line of State Highway 225;

THENCE in a southeasterly direction along the north right-of-way line of State Highway 225 to its intersection with the centerline of Sens Road;

THENCE in a southerly direction along the centerline of Sens Road to its intersection with the centerline of Old La Porte Road;

THENCE in a westerly direction along the centerline of Old La Porte Road to the west right-of-way line of Sens Road;

THENCE in a southerly direction along the west right-of-way of Sens Road to the centerline of Sens Road;

THENCE in a southerly direction along the centerline of Sens Road to the projected northeast corner of Tracts 1A & 1B, La Porte Outlots;

THENCE in a westerly direction along the north line of Tracts 1A & 1B, Lot 2, Lot 3, Lot 4, Lots 5 & 6, Lot 7, Lots 8, 13 & 28, and Lots 9, 10, 10-1/2, 11, 11-1/2, 30 & 30-1/2 to the southwest corner of Lots 231 & 232, La Porte Outlots;

THENCE in a southerly direction along the east line of Tract 471, La Porte Outlots to a point at the southeast corner of Tract 471, La Porte Outlots;

THENCE in a westerly direction along the south line of Tracts 471, Tracts 471D & 471D-1 and Tract 471D-2, to the east line of the City of La Porte Municipal Airport;

THENCE in a southerly direction along the east line of the City of La Porte Municipal Airport to the centerline of Spencer Highway (West Main Street);

THENCE in a westerly direction along the centerline of Spencer Highway (West Main Street) to the centerline of Farrington Boulevard;

THENCE in a northerly direction along the centerline of Farrington Boulevard to the centerline of Meadow Place Drive;

THENCE in a westerly direction along the centerline of Meadow Place Drive to its projected intersection with the centerline of Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a northerly direction along the centerline of Big Island Slough to the projected north line of the Creekmont Subdivision;

THENCE in a westerly direction along the north line of the Creekmont Subdivision to POINT OF BEGINNING of the herein-described District 1 boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #2

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and a line projected south from the southwest corner of Tract 17K, W.M. Jones Survey, A-482;

THENCE in a northerly direction along the west line of Tracts 17K, 17K-1, 17-D, 17E & 17R, and 17M, W.M. Jones Survey, A-482, to its projected intersection with the north right-of-way line of Spencer Highway (West Main Street);

THENCE in an easterly direction along the north right-of-way line of Spencer Highway (West Main Street) to its intersection with the projected centerline of Clarksville Road;

THENCE in a southerly direction along the centerline of Clarksville Road to its intersection with the centerline of Carlow Lane;

THENCE in an easterly direction along the centerline of Carlow Lane to its intersection with the centerline of Underwood Road;

THENCE in a southerly direction along the centerline of Underwood Road to its intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to the POINT OF BEGINNING of the herein-described District 2 boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #3

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and the centerline of Underwood Road;

THENCE in a northerly direction along the centerline of Underwood Road to its intersection with the centerline of Carlow Lane;

THENCE in a westerly direction along the centerline of Carlow Lane to its intersection with the centerline of Clarksville Road;

THENCE in a northerly direction along the centerline of Clarksville Road to its intersection with the north right-of-way line of Spencer Highway;

THENCE in an easterly direction along the north right-of-way of Spencer Highway (West Main Street) to its intersection with the west right-of-way line of Underwood Road;

THENCE in a northerly direction along the west line of Underwood Road to its intersection with the projected northernmost boundary of the Creekmont Subdivision;

THENCE in an easterly direction along the north line of the Creekmont Subdivision to its intersection with the centerline of Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a southerly direction along the centerline of Big Island Slough to its intersection with the centerline of Hillridge Road;

THENCE in a westerly direction along the centerline of Hillridge Road to its intersection with the centerline of Roseberry Drive;

THENCE in a southerly direction along the centerline of Roseberry Drive to its intersection with the centerline of Rocky Hollow Road;

THENCE in a westerly direction along the centerline of Rocky Hollow Road to its intersection with the centerline of Willmont Road;

THENCE in a southerly direction along the centerline of Willmont Road to its intersection with the centerline of Clairmont Drive;

THENCE in a westerly direction along the centerline of Clairmont Drive to its intersection with the centerline of Rosemont Drive;

THENCE in a southerly direction along the centerline of Rosemont Drive to its intersection with the centerline of Parkway Drive;

THENCE in an easterly direction along the centerline of Parkway Drive to its intersection with the centerline of Willmont Road;

THENCE in a southerly direction along the centerline of Willmont Road to its projected intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to its intersection with the centerline of Underwood Road being POINT OF BEGINNING of the herein-described District 3 Boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Election Precinct #4

Polling Place: La Porte City Hall (Council Chambers)
604 West Fairmont Parkway
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at point at the intersection of the centerline of Spencer Highway (West Main Street) and the projected east line of the City of La Porte Municipal Airport;

THENCE in a northerly direction along the east line of the City of La Porte Municipal Airport to the westernmost northwest corner of Lots 9, 10, 10-1/2, 11, 11-1/2, 30 and 30-1/2, La Porte Outlots;

THENCE in an easterly direction along the south line of Tracts 471D-2, 471D & 471D-1, and 471, La Porte Outlots, to the southeast corner of Tract 471, La Porte Outlots;

THENCE in a northerly direction along the east line of Tract 471, La Porte Outlots, to the southwest corner of Lots 231 & 232, La Porte Outlots;

THENCE in an easterly direction along the north line of Tracts 9, 10, 10-1/2, 11, 11-1/2, 30 and 30-1/2, Lots 8, 13, & 28, Lot 7, Lots 5 & 6, Lot 4, Lot 3, Lot 2, and Tracts 1A & 1B, La Porte Outlots, to the centerline of Sens Road;

THENCE in a northerly direction along the centerline of Sens Road to a point 350' north of the intersection of the centerline of North "P" Street and Sens Road;

THENCE in a westerly direction along the west right-of-way of Sens Road to its intersection with the centerline of Old La Porte Road;

THENCE in an easterly direction along the centerline of Old La Porte Road to its intersection with the centerline of Sens Road;

THENCE in a northerly direction along the centerline of Sens Road to its intersection with the north right-of-way line of State Highway 225;

THENCE in an easterly direction along the north right-of-way line of State Highway 225 to the northeast corner of Tract 12A, Enoch Brinson Survey, A-5;

THENCE in a westerly direction along the north line of Tract 12A and Tract 12B, Enoch Brinson Survey, A-5, to the east right-of-way line of Strang Road;

THENCE in a northerly direction along the east right-of-way of Strang Road to the northwest corner of Tract 13D-3, Staashen Subdivision;

THENCE in an easterly direction along the north line of Tracts 13D-3 and Tract 13D, Staashen Subdivision, to the west right-of-way of State Highway 146;

THENCE in a northeasterly direction along the west right-of-way of State Highway 146 to its intersection with the shoreline of San Jacinto Bay;

THENCE in a westerly direction along the meanders of the shoreline of San Jacinto Bay to a point for corner at its intersection with the north boundary line of the La Porte Independent School District;

THENCE in an easterly direction along the north line of La Porte Independent School District to its intersection with an imaginary line 2,500 feet distant from, parallel to, and southwest of the centerline of the Houston Ship Channel;

THENCE in a southeasterly direction along said imaginary line situated 2,500 feet distant from, parallel to, and southwest of the centerline of the Houston Ship Channel to its intersection with the north line of the City of Morgan's Point;

THENCE in a westerly direction along the north line of the City of Morgan's Point to its intersection with the west line of the City of Morgan's Point, said point being a line projected northward from the east right-of-line of North Broadway;

THENCE in a southerly direction along the east line of North Broadway to its intersection with the north line of Barbour's Cut Boulevard;

THENCE along the north line of Barbour's Cut Boulevard to its intersection with the projected east line of Donaldson Avenue;

THENCE in a southeasterly direction along the east line of Donaldson Avenue to its intersection with the centerline of East "E" Street;

THENCE in a southwesterly direction along the centerline of East “E” Street to its intersection with the centerline of South Nugent Avenue;

THENCE in a southeasterly direction along the centerline of South Nugent Avenue to its intersection with the centerline of Park Street;

THENCE in a southwesterly direction along the centerline of Park Street to its intersection with the centerline of South Ohio Avenue;

THENCE in a northwesterly direction along the centerline of South Ohio Avenue to its intersection with the centerline of East “G” Street;

THENCE in a southwesterly direction along the centerline of East “G” Street to its intersection with the centerline of South Broadway;

THENCE in a southerly direction along the centerline of South Broadway to its intersection with the centerline of Fairmont Parkway;

THENCE in a westerly direction along the centerline of Fairmont Parkway to its intersection with the centerline of South 16th Street;

THENCE in a northerly direction along the centerline of South 16th Street to its intersection with the centerline of West “B” Street;

THENCE in a westerly direction along the centerline of West “B” Street to its intersection with the centerline of South 17th Street;

THENCE in a northerly direction along the centerline of South 17th Street to its intersection with the centerline of Spencer Highway (West Main Street);

THENCE in a westerly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the projected east line of the City of La Porte Municipal Airport and the POINT OF BEGINNING of the herein-described District 4 boundary.

Election Officials:

Norma Repman, Presiding Judge
Isabel Jackson, Alternate Presiding Judge

Election Precinct #5

Polling Place: La Porte City Hall (Council Chambers)
604 West Fairmont Parkway
La Porte, Texas 77571

Precinct Boundaries:

TRACT 1:

BEGINNING at the intersection of the centerline of Spencer Highway (West Main Street) and the centerline of Fleetwood Drive;

THENCE in an easterly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the centerline of South 17th Street;

THENCE in a southerly direction along the centerline of South 17th Street to its intersection with the centerline of West "B" Street;

THENCE in an easterly direction along the centerline of West "B" Street to its intersection with the centerline of South 16th Street;

THENCE in a southerly direction along the centerline of South 16th Street to its intersection with the centerline of Fairmont Parkway;

THENCE in an easterly direction along the centerline of Fairmont Parkway to its intersection with the centerline of South Broadway;

THENCE in a northerly direction along the centerline of South Broadway to its intersection with the centerline of East "G" Street;

THENCE in a northeasterly direction along the centerline of East "G" Street to its intersection with the centerline of South Ohio Avenue;

THENCE in a southeasterly direction along the centerline of South Ohio Avenue to its intersection with the centerline of Park Street;

THENCE in a northeasterly direction along the centerline of Park Street to its intersection with the centerline of South Nugent Avenue;

THENCE in a northwesterly direction along the centerline of South Nugent Avenue to its intersection with the centerline of East "E" Street;

THENCE in a northeasterly direction along the centerline of East "E" Street to its intersection with the west line of the City of Morgan's Point;

THENCE in a southeasterly along the west line of the City of Morgan's Point to its intersection with the shoreline of Galveston Bay;

THENCE in a southerly direction along the shoreline of Galveston Bay to its intersection with the north line of the City of Shoreacres;

THENCE in a westerly direction along the north line of the City of Shoreacres to its intersection with the west line of State Highway 146;

THENCE in northeasterly direction along the west line of the State Highway 146 to the south line of McCabe Road;

THENCE in a westerly direction along the south line of McCabe Road to its projected intersection with the west line of the Union Pacific Railroad right-of-way;

THENCE in a northerly direction along the west line of the Union Pacific Railroad right-of-way to its intersection with the south line of Fairmont Parkway;

THENCE in a westerly direction along the south line of Fairmont Parkway to its intersection with the centerline of Driftwood Drive;

THENCE in a northerly direction along the centerline of Driftwood Drive to its intersection with the centerline of Spruce Drive North;

THENCE in a westerly direction along the centerline of Spruce Drive North to its intersection with the centerline of Fleetwood Drive;

THENCE in a northerly direction along the centerline of Fleetwood Drive to the POINT OF BEGINNING of the herein-described Tract 1 of District 5 boundary.

TRACT 2:

BEGINNING at the intersection of the east line of South Broadway and the south line of the City of Shoreacres;

THENCE in an easterly direction along the south line of the City of Shoreacres to its intersection with the northeast corner of the Bay Colony Subdivision and the shoreline of Galveston Bay;

THENCE in a southeasterly direction along the east line of the Bay Colony Subdivision and the shoreline of Galveston Bay to the southeast corner of the Bay Colony Subdivision, said corner also being the city limit line of the City of Pasadena;

THENCE in a westerly direction along the south line of the Bay Colony Subdivision and the city limit line of the City of Pasadena to its intersection with the east right-of-way of South Broadway;

THENCE in a northerly direction along the east line of South Broadway to the POINT OF BEGINNING for the herein-described Tract 2 of District 5 boundary.

Election Officials:

Norma Repman, Presiding Judge
Isabel Jackson, Alternate Presiding Judge

Election Precinct #6

Polling Place: Instructional Technology Center (ITC Building)
9832 Spencer Hwy.
La Porte, Texas 77571

Precinct Boundaries:

BEGINNING at the intersection of the south right-of-way line of Fairmont Parkway and the projected centerline of Willmont Road;

THENCE in a northerly direction along the centerline of Willmont Road to its intersection with the centerline of Parkway Drive;

THENCE in a westerly direction along the centerline of Parkway Drive to its intersection with the centerline of Rosemont Drive;

THENCE in a northerly direction along the centerline of Rosemont Drive to its intersection with the centerline of Clairmont Drive;

THENCE in an easterly direction along the centerline of Clairmont Drive to its intersection with the centerline of Willmont Road;

THENCE in a northerly direction along the centerline of Willmont Road to its intersection with the centerline of Rocky Hollow Road;

THENCE in an easterly direction along the centerline of Rocky Hollow Road to its intersection with the centerline of Roseberry Drive;

THENCE in a northerly direction along the centerline of Roseberry Drive to its intersection with the centerline of Hillridge Road;

THENCE in an easterly direction along the centerline of Hillridge Road to its intersection with Harris County Flood Control District Unit No. B106-00-00, commonly known as Big Island Slough;

THENCE in a northerly direction along the centerline of Big Island Slough to its intersection with the projected centerline of Meadow Place Drive;

THENCE in an easterly direction along the centerline of Meadow Place Drive to its intersection with the centerline of Farrington Boulevard;

THENCE in a southerly direction along the centerline of Farrington Boulevard to its intersection with the centerline of Spencer Highway (West Main Street);

THENCE in an easterly direction along the centerline of Spencer Highway (West Main Street) to its intersection with the centerline of Fleetwood Drive;

THENCE in a southerly direction along the centerline of Fleetwood Drive to its intersection with the centerline of Spruce Drive North;

THENCE in an easterly direction along the centerline of Spruce Drive North to its intersection with the centerline of Driftwood Drive;

THENCE in a southerly direction along the centerline of Driftwood Drive to its intersection with the south right-of-way line of Fairmont Parkway;

THENCE in a westerly direction along the south right-of-way line of Fairmont Parkway to the POINT OF BEGINNING of the herein-described District 6 boundary.

Election Officials:

Barbara Matuszak, Presiding Judge
Hector Villarreal, Alternate Presiding Judge

Early Voting

Polling Places: La Porte City Hall (Council Chambers) – Main Early Voting Polling Place
604 West Fairmont Parkway
La Porte, Texas 77571

Instructional Technology Center (ITC Building) – Branch Polling Place
9832 Spencer Hwy.
La Porte, Texas 77571

Bi-Lingual Election Clerk/Interpreter: Isabel Salas and/or Gladis Sanchez.

Section 3. Voting at said election, including early voting, shall be by the use of voting machines; and the ballots of said election shall conform to the Texas Election Code, as amended.

Section 4. An Early Voting Ballot Board is hereby created to process Early Voting results for the election and the runoff election, if necessary. Garth Riggerbach is appointed Presiding Judge of the Early Voting Ballot Board. At least two (2) other members of the Early Voting Ballot Board shall be appointed by the Presiding Judge, in the same manner as the precinct election clerks.

Early Voting by mail shall begin on the 45th day preceding the date of the election, or as soon thereafter as ballots are available, and shall continue until seven o'clock (7:00) P.M. on

election day.

Applications for a ballot by mail shall be mailed, emailed, faxed or sent by common or contract carrier to Patrice Fogarty, City Secretary, 604 W. Fairmont Parkway, La Porte, TX 77571, fax: 281-842-3701, email: fogartyp@laportetx.gov.

Ballots voted by mail shall be mailed to Patrice Fogarty, City Secretary, 604 W. Fairmont Parkway, La Porte, TX 77571, or sent by common or contract carrier to the same address or while the polls are open on election day, in person delivery to the early voting clerk's office by the voter who voted the ballot.

Early Voting shall be conducted by a clerk for Early Voting, namely, Patrice Fogarty, City Secretary; and the places at which Early Voting by personal appearance shall be conducted are designated as the La Porte City Hall, 604 West Fairmont Parkway, La Porte, Texas, (main early voting polling place), and the Instructional Technology Center (ITC Building), 9832 Spencer Hwy., La Porte, Texas, (branch early voting polling place).

Early Voting by personal appearance shall begin on the 12th day and shall continue through the 4th day preceding the day of election. Early voting by personal appearance shall be conducted on the weekdays of the early voting period from 8:00 a.m. to 5:00 p.m., except for the third day and the final day of the early voting period, from 7:00 a.m. to 7:00 p.m.

Section 5. The City Secretary's election office in the La Porte City Hall is hereby designated as the Central Counting Station to receive all ballots cast at said election, and Patrice Fogarty is hereby appointed the Presiding Manager for said Central Counting Station, and Sharon Harris is hereby appointed the Alternate Presiding Manager for said Central Counting Station. Said Manager shall appoint any clerks necessary to assist in receiving ballots and other records and in performing the other duties of said Manager in this regard. Jana Wood is hereby appointed as the Presiding Judge of the Central Counting Station, and Sharon Harris is hereby appointed as Alternate Presiding Judge for said Central Counting Station.

The City Secretary is hereby authorized and directed to obtain, or cause to be obtained, the necessary electronic tabulating equipment, to arrange for the testing thereof as provided by law and to employ a duly qualified manager and a duly qualified tabulation supervisor to perform the duties respectively imposed on them by law with respect to the processing and tabulation of ballots at the Central Counting Station. Sharon Harris is hereby appointed the tabulation supervisor, and Gladis Sanchez is hereby appointed the assistant tabulation supervisor.

In compliance with Chapter 127 of the Texas Election Code, the tabulation supervisor, assistant tabulation supervisor, presiding judge of counting station, alternate presiding judge of counting station and any appointed clerks are entitled to compensation at the same rate as a precinct presiding judge except that the counting station judge is entitled to a minimum compensation of five hours' pay regardless of the amount of time worked; and a clerk who serves for the entire time a counting station is in operation is entitled to a minimum compensation of three hours' pay regardless of the amount of time worked.

Section 6. That all election materials including notice of the election, ballots, instruction cards, affidavits and other forms which voters may be required to sign and all early voting materials shall be printed in both English and Spanish or Spanish translations thereof shall be made available in the circumstances permitted and in the manner required by law.

Section 7. The City Secretary of the City of La Porte shall forthwith issue Notice of said election to be published one time in the BAY AREA OBSERVER, which is hereby found and declared to be a newspaper of general circulation in said City, not less than ten (10) days nor more than thirty (30) days prior to the date of the said election.

Section 8. Upon a candidate tendering his application on the form prescribed, the City Secretary shall furnish to such candidate all information relative to the qualifications for the office being sought; the method of placing the candidate's name on the ballot; and any other pertinent information concerning said election;

Section 9. Each candidate for the office of Mayor must be a resident qualified voter of the City for 12 months immediately preceding election day. Each candidate for the office of District Councilperson 2 and District Councilperson 3 must be a resident qualified voter of the City for 12 months immediately preceding election day and must also be a resident of the district for which he or she files.

Section 10. The deadline for a candidate to make application to have his/her name appear upon the ballot for such election, is hereby designated and established as 5:00 o'clock P.M., Friday, February 16, 2018. No application shall be accepted for filing prior to Wednesday, January 17, 2018.

Section 11. Said election shall be held in accordance with the provisions of the City Charter of the City of La Porte, Texas and the general election laws of the State of Texas governing general and municipal elections, so far as same may be applicable thereto.

Section 12. Immediately after said election, the officers holding the same shall make and deliver the returns of the results thereof and the accompanying records for use in the official canvass to the City Council of the City of La Porte, Texas; and the City Council shall canvass said returns at a Special Meeting set by the City Council; and shall, immediately after canvassing the returns, declare the results of the election. The Mayor shall immediately thereafter deliver a certificate of election to the candidate for whom the majority of votes have been polled for each respective office.

Section 13. Each and every provision, paragraph, sentence and clause of this Ordinance has been separately considered and passed by the City Council of the City of La Porte, Texas, and each said provision would have been separately passed without any other provision; and if any provision hereof shall be ineffective, invalid or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

Section 14. This Ordinance shall be in effect immediately upon its passage and approval.

Section 15. 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.

PASSED AND APPROVED, this ____ day of January, 2018.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 8, 2018</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: <input checked="" type="checkbox"/> Resolution: _____ Ordinance: _____

<u>Budget</u>
Source of Funds: <u>Inventory Acct</u>
Account Number: <u>00161465159094</u>
Amount Budgeted: <u>\$542,841</u>
Amount Requested: <u>\$479,497.80</u>
Budgeted Item: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Exhibits: Bid Tabulation

Exhibits: Price Comparison with Houston OPIS Rack

Exhibits: SC Fuels Bid

SUMMARY & RECOMMENDATION

Background:

Advertised, Sealed Bid # 18004-Bulk Fuel Supply Rebid was opened and read on November 14, 2017. Bids were advertised on October 26, 2017 and November 2, 2017 in the Bay Area Observer, posted on Public Purchase and the city's website, seven (7) bids were received with one (1) being non responsive. This bid was broken out in two (2) Sections, Section 1-Fuel, Section 2-Emergency Services.

The price of fuel for both regular unleaded and diesel is calculated on the daily price listed on the Oil Price Information Service Index (OPIS) report for Houston, Texas, specifically the average rack price. Pricing was requested for plus, flat or minus OPIS per gallon. Fuel is delivered to Public Works and to the Golf Course. Attached is a price comparison using estimated gallons of fuel for each location, prices submitted and the December 4, 2017 OPIS.

SC Fuels submitted the lowest price for Item 3- Regular Unleaded which the City uses an estimated annual amount of 174,000 gallons. Although SC Fuels was not the lowest for Items 1 and 2, staff feels that awarding Section 1 to SC Fuels is the best value to the city. Using estimated quantities the annual cost for fuel, is estimated to be \$479,497.80.

The intent of Section 2- Emergency Services is to have a plan in place to obtain fuel in case of catastrophic conditions. Staff is recommending awarding the contract for emergency services to SC Fuels.

SC Fuels also supplies bulk fuel to various surrounding cities and counties. References were sent out and they all came back that they were very satisfied with SC Fuels performance.

Staff recommends awarding Section 1-Fuel and Section 2 –Emergency Services to SC Fuels. This contract is for a period of one (1) year with two (2) additional one-year renewal options upon agreement of both parties.

Action Required by Council:

Consider approval or other action to award sealed bid #18004- Bulk Fuel Supply Rebid to SC Fuels.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Fuel Bid Price Comparison

OPIS Average Rack December 4, 2017

	OPIS Rack 12/4/2017	Apache Oil	SC Fuels	Sun Coast	Pinnacle	Mansfield Company	Petroleum Traders
Full Transport (Public Works) Regular Unleaded Diesel	\$1.6927	\$1.7127	\$1.6716	\$1.7060	\$1.7019	\$1.9142	\$1.6903
	\$1.9555	\$1.9590	\$1.9565	\$2.0885	\$1.9475	\$2.1758	\$1.9676
Tank Wagon (Golf Course) Regular Unleaded Ultra Low Sulfur Diesel Dyed	\$1.6927	\$1.7327	\$1.7413	\$1.7222	\$2.3727	\$1.9329	\$1.7042
	\$1.9404	\$1.9829	\$1.9896	\$1.9699	\$2.5130	\$2.1863	\$1.9765

Total Annual Gallons

	Est. annual quantity (gal)	Apache Oil	SC Fuels	Sun Coast	Pinnacle	Mansfield Company	Petroleum Traders
Full Transport (Public Works) Regular Unleaded Diesel	168,000	\$287,733.60	\$280,828.80	\$286,608.00	\$285,919.20	\$321,585.60	\$283,970.40
	84,000	\$164,556.00	\$164,346.00	\$175,434.00	\$163,590.00	\$182,767.20	\$165,278.40
Tank Wagon (Golf Course) Regular Unleaded Ultra Low Sulfur Diesel Dyed	6,000	\$10,396.20	\$10,447.80	\$10,333.20	\$14,236.20	\$11,597.40	\$10,225.20
	12,000	\$23,794.80	\$23,875.20	\$23,638.80	\$30,156.00	\$26,235.60	\$47,030.42
Total		\$486,480.60	\$479,497.80	\$496,014.00	\$493,901.40	\$542,185.80	\$506,504.42

Daeumer, Cherell

From: Janet Murray <janetm@apacheoilcompany.com>
Sent: Monday, December 4, 2017 3:52 PM
To: Daeumer, Cherell
Subject: FW: OPIS Wholesale Racks with OPIS Spot Mean

HAVE A NICE DAY!

Janet Murray
Apache Oil Company, LP
(281)487-5400 x 110
(281)487-7606

From: opisadmin@opisnet.com [mailto:opisadmin@opisnet.com]
Sent: Monday, December 04, 2017 8:06 AM
To: Janet Murray
Subject: OPIS Wholesale Racks with OPIS Spot Mean

Account #144927

To align the following data, change the font size to 9 in Courier New.

HOUSTON, TX

2017-12-04 09:01:48 EST

OPIS GROSS RFG ETHANOL(10%) PRICES

		Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Petrocom	u	Net	163.50	- 2.41	169.45	- 2.49	178.45	- 2.54	12/02	00:01
Valero	u	N-10	165.00	- .40	181.00	- .40	211.00	- .40	12/01	18:00
Motiva	u	N-10	165.02	- .10	182.02	- .10	211.52	- .10	12/01	18:00
FlntHlsRs	u	N-10	166.80	- 3.00	178.70	- 3.00	201.80	- 3.00	12/01	17:00
PSX	u	N-10	166.80	- .25	180.80	- .25	205.30	- .25	12/01	18:00
S.R.& M.	u	1-10	167.13	- .01	184.13	- .01	214.63	- .01	12/01	18:00
Valero	b	1-10	170.40	- 2.20	185.40	- 2.20	215.40	- 2.20	11/29	18:00
76-Mot	b	125-3	170.86	- .50	185.54	- .51	214.91	- .50	12/01	18:00
Citgo	b	1-10	170.89	- .24	184.53	- .24	214.32	- .25	12/01	18:00
PSX	b	1-10	171.15	- 1.00	184.28	- 1.00	218.62	- 1.00	12/01	18:00
Sunoco	b	125-3	171.19	- .58	186.19	- .58	210.81	- .58	12/01	18:00
XOM	b	1-10	171.50	- .55	187.40	- .55	219.00	- .55	12/01	19:00
PWI-Gulf	b	N-10	171.85	- .30	187.95	- .30	219.45	- .30	12/02	00:01
Huguenot	u	N-10	172.02	o + .12	171.93	o - .41	202.45	- 3.09	12/01	18:00
Shell-Mot	b	125-3	172.05	+ .66	189.27	+ .66	220.15	+ .66	11/30	18:00
Chevron	b	1t45c	172.10	- .30	188.20	- .30	219.70	- .30	12/01	18:00
Texaco	b	1t45c	172.10	- .30	188.20	- .30	219.70	- .30	12/01	18:00
LOW RACK			163.50		169.45		178.45			
HIGH RACK			172.10		189.27		220.15			
RACK AVG			169.27		183.94		211.60			
OPIS GULF COAST SPOT MEAN									- 12/01	
FOB COLONIAL			173.110		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB HOUSTON			170.60		173.39		177.58			
BRD LOW RACK			170.40		184.28		210.81			
BRD HIGH RACK			172.10		189.27		220.15			
BRD RACK AVG			171.41		186.70		217.21			
UBD LOW RACK			163.50		169.45		178.45			
UBD HIGH RACK			167.13		184.13		214.63			
UBD RACK AVG			165.71		179.35		203.59			

CONT AVG-12/02	169.27	183.94	211.60
CONT LOW-12/02	163.50	169.45	178.45
CONT HIGH-12/02	172.10	189.27	220.15

o=out of product

HOUSTON, TX

LOW RETAIL	195.22
AVG RETAIL	221.69
LOW RETAIL EX-TAX	156.47
AVG RETAIL EX-TAX	182.93

HOUSTON, TX 2017-12-04 09:01:48 EST

OPIS GROSS PURE ETHANOL PRICES

	Terms	w/out	with	Move		
		RINS	RINS	Date	Time	
Petrocom	u Net	119.50	+ 1.86	-- --	-- --	12/02 00:01
LOW RACK		119.50	-- --			
HIGH RACK		119.50	-- --			
RACK AVG		119.50	-- --			
UBD LOW RACK		119.50	-- --			
UBD HIGH RACK		119.50	-- --			
UBD RACK AVG		119.50	-- --			
CONT AVG-12/02		119.50	-- --			
CONT LOW-12/02		119.50	-- --			
CONT HIGH-12/02		119.50	-- --			

TOTAL ETHANOL AVG 119.50

HOUSTON, TX 2017-12-04 09:01:48 EST

OPIS GROSS E-85 PRICES

	Terms	Unl	Move	Date	Time
Valero	b 1-10	106.27	+ .01	12/01	18:00
Protec	u N-5	128.95	- 2.82	12/01	00:01
LOW RACK		106.27			
HIGH RACK		128.95			
RACK AVG		117.61			
OPIS GULF COAST DELIVERED SPOT (SRI)					
FOB HOUSTON		144.81			
BRD LOW RACK		106.27			
BRD HIGH RACK		106.27			
BRD RACK AVG		106.27			
UBD LOW RACK		128.95			
UBD HIGH RACK		128.95			
UBD RACK AVG		128.95			
CONT AVG-12/02		117.61			
CONT LOW-12/02		106.27			
CONT HIGH-12/02		128.95			

HOUSTON, TX 2017-12-04 09:01:48 EST

OPIS GROSS ULTRA LOW SULFUR LED DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Noble	u N-10	173.350	+ 1.00	-- --	-- --	-- --	-- --	12/01	18:00
Northville	u N-10	180.000	+15.25	-- --	-- --	-- --	-- --	12/01	18:00
U.S. Oil	u N-10	180.990	+ 2.90	-- --	-- --	-- --	-- --	12/01	18:00
Motiva	u N-10	190.30	+ 4.50	-- --	-- --	-- --	-- --	12/01	18:00
Huguenot	u N-10	190.79	- 4.18	-- --	-- --	-- --	-- --	12/01	18:00
Petrocom	u Net	190.80	- .43	-- --	-- --	-- --	-- --	12/02	00:01
PSX	u N-10	192.35	+ 4.25	-- --	-- --	-- --	-- --	12/01	18:00
Valero	u N-10	193.40	+ 1.60	-- --	-- --	-- --	-- --	12/01	18:00
NGLCrLog	u N-10	195.000	+12.51	-- --	-- --	-- --	-- --	12/02	00:01
Musket	u N-10	195.13	+ 5.21	-- --	-- --	-- --	-- --	12/01	18:00
76-Mot	b 125-3	195.88	+ 4.55	-- --	-- --	-- --	-- --	12/01	18:00
Shell-Mot	b 125-3	195.88	+ 4.55	-- --	-- --	-- --	-- --	12/01	18:00
Valero	b 1-10	196.00	+ 4.20	-- --	-- --	-- --	-- --	12/01	18:00
XOM	b 1-10	196.37	+ 3.52	-- --	-- --	-- --	-- --	12/01	19:00
Sunoco	b 125-3	196.51	+ 4.66	-- --	-- --	-- --	-- --	12/01	18:00
PWI-Gulf	b N-10	197.35	+ 4.60	-- --	-- --	-- --	-- --	12/02	00:01

Citgo	b 1-10	197.44	+ 5.31	-- --	-- --	-- --	-- --	12/01	18:00
Chevron	b 1t45c	197.60	+ 4.60	-- --	-- --	-- --	-- --	12/01	18:00
Texaco	b 1t45c	197.60	+ 4.60	-- --	-- --	-- --	-- --	12/01	18:00
Enterpris	u N-10	197.64	+ .72	-- --	-- --	-- --	-- --	12/01	18:00
CHS UFM	u 1-10	197.87	+ 4.45	-- --	-- --	-- --	-- --	12/01	18:00
S.R.& M.	u 1-10	201.03	+ 4.57	-- --	-- --	-- --	-- --	12/01	18:00
LOW RACK		190.30		-- --	-- --	-- --			
HIGH RACK		201.03		-- --	-- --	-- --			
RACK AVG		<u>195.55</u>		-- --	-- --	-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB HOUSTON		189.22		-- --	-- --	-- --			
BRD LOW RACK		195.88		-- --	-- --	-- --			
BRD HIGH RACK		197.60		-- --	-- --	-- --			
BRD RACK AVG		196.74		-- --	-- --	-- --			
UBD LOW RACK		190.30		-- --	-- --	-- --			
UBD HIGH RACK		201.03		-- --	-- --	-- --			
UBD RACK AVG		194.37		-- --	-- --	-- --			
CONT AVG-12/02		195.55		-- --	-- --	-- --			
CONT LOW-12/02		190.30		-- --	-- --	-- --			
CONT HIGH-12/02		201.03		-- --	-- --	-- --			

o=out of product

HOUSTON, TX 2017-12-04 09:01:48 EST

OPIS GROSS ULTRA LOW SULFUR RED DYE LED DISTILLATE PRICES

Terms	No.2		No.1		Pre		Move		Date	Time
	RD	Move	RD	Move	RD	Move	RD	Move		
Noble	u N-10	173.70 ^o	+ 1.00	-- --	-- --	-- --	-- --	-- --	12/01	18:00
Northville	u N-10	180.35 ^o	+15.25	-- --	-- --	-- --	-- --	-- --	12/01	18:00
U.S. Oil	u N-10	181.34 ^o	+ 2.90	-- --	-- --	-- --	-- --	-- --	12/01	18:00
Motiva	u N-10	190.80	+ 4.50	-- --	-- --	-- --	-- --	-- --	12/01	18:00
Huguenot	u N-10	191.29	- 4.18	-- --	-- --	-- --	-- --	-- --	12/01	18:00
Petrocom	u Net	191.30	- .41	-- --	-- --	-- --	-- --	-- --	12/02	00:01
PSX	u N-10	193.35	+ 4.25	-- --	-- --	-- --	-- --	-- --	12/01	18:00
Valero	u N-10	193.70	+ 1.60	-- --	-- --	-- --	-- --	-- --	12/01	18:00
NGLCrLog	u N-10	195.50 ^o	+12.51	-- --	-- --	-- --	-- --	-- --	12/02	00:01
Musket	u N-10	195.63	+ 5.21	-- --	-- --	-- --	-- --	-- --	12/01	18:00
Enterpris	u N-10	197.99	+ .72	-- --	-- --	-- --	-- --	-- --	12/01	18:00
CHS UFM	u 1-10	198.27	+ 4.45	-- --	-- --	-- --	-- --	-- --	12/01	18:00
LOW RACK		190.80		-- --	-- --	-- --				
HIGH RACK		198.27		-- --	-- --	-- --				
RACK AVG		<u>194.04</u>		-- --	-- --	-- --				
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB HOUSTON		189.57		-- --	-- --	-- --				
UBD LOW RACK		190.80		-- --	-- --	-- --				
UBD HIGH RACK		198.27		-- --	-- --	-- --				
UBD RACK AVG		<u>194.04</u>		-- --	-- --	-- --				
CONT AVG-12/02		194.04		-- --	-- --	-- --				
CONT LOW-12/02		190.80		-- --	-- --	-- --				
CONT HIGH-12/02		198.27		-- --	-- --	-- --				

o=out of product

HOUSTON, TX 2017-12-04 09:01:48 EST

OPIS GROSS LOW SULFUR KEROSENE PRICES

Terms	KERO		KERO		KERO		Move		Date	Time
	KERO	Move	RD	Move	NRLM	Move	RD	Move		
PSX	b 1-10	236.90	+ 3.00	237.41	+ 3.00	-- --	-- --	-- --	12/01	18:00
PSX	u N-10	238.80	+ 6.55	239.80	+ 6.55	-- --	-- --	-- --	12/01	18:00
LOW RACK		236.90		237.41		-- --	-- --			
HIGH RACK		238.80		239.80		-- --	-- --			
RACK AVG		237.85		238.61		-- --	-- --			
BRD LOW RACK		236.90		237.41		-- --	-- --			
BRD HIGH RACK		236.90		237.41		-- --	-- --			
BRD RACK AVG		236.90		237.41		-- --	-- --			
UBD LOW RACK		238.80		239.80		-- --	-- --			
UBD HIGH RACK		238.80		239.80		-- --	-- --			
UBD RACK AVG		238.80		239.80		-- --	-- --			
CONT AVG-12/02		237.85		238.61		-- --	-- --			
CONT LOW-12/02		236.90		237.41		-- --	-- --			
CONT HIGH-12/02		238.80		239.80		-- --	-- --			



1800 W. Katella Ave., Suite 400
P.O. Box 4159
Orange, CA 92863-4159
(714) 744-7140
www.scfuels.com

November 9, 2017

City of La Porte
City Hall Information Desk
604 W. Fairmont Parkway
La Porte, TX 77571

RE: Sealed Bid No. 18004
Bulk Fuel Supply

Southern Counties Oil Co., a CA Limited Partnership dba SC Fuels, is pleased to submit the following proposal for the fuel requirements for City of La Porte. Please note the following regarding our proposal:

1. Attached is our Emergency Response Plan in the event of an emergency.
2. Also attached are Material Safety Data Sheets and fuel specification sheets.
3. Payment terms are Net 30 days.

If you have any questions regarding this proposal, please contact the undersigned at (714) 516-7337 or send email to charettem@scfuels.com.

Sincerely,

A handwritten signature in black ink that reads "Marisa L. Charette". The signature is written in a cursive, flowing style.

Marisa L. Charette
Coordinator, Bids & Contracts

Invitation to Bid



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Sealed Bid #18004 – Bulk Fuel Supply - REBID

required for use by

The City of La Porte

issued by

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

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: Tuesday, November 14, 2017

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 no later than date and time stated above. The bids will be opened and read immediately after the closing hour on said date.

No late bids will be considered

Owner reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure. A minor informality is one that does not affect the competitiveness of the Bid.

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

Published: October 26, 2017

November 02, 2017



General Information to Bidders

From Posting the Invitation for Bid 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 may 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 shall 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 or Council member is contacted by a potential respondent, the person contacted 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 will be made accessible to the public during normal business hours. Site visits by appointment are preferred.

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 Texas Sales and Use Tax Exemption Certificate is available upon request.

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 City 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 to the Purchasing Division. 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 to the Bid 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.

Participating Entity purchase orders will be submitted directly 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 or Entities, or whether participating 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 invitation to 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 and publicly read immediately 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 typically 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 sixty (60) 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

Ordinance No. 98-2217 declares that the City will not make any expenditure of any kind for goods or services by the city, from any person, firm or corporation, owing any delinquent indebtedness to the city. Contractor agrees that by submitting this executed Bid that at the time of submitting such proposal, he is, at his option, submitting the bid in accordance with the Ordinance and, that if he is in debt to the City, payments he is owed under this contract will first be applied to pay off the debt. The complete Ordinance may be found on the City's website.

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 City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City 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
- Exhibit E - House Bill 89 Verification Form
- Exhibit F - Qualifications Questionnaire



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.

Advertise: to make a public announcement of the intention to purchase goods or services.

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

Amended: A status change to a Bid, RFP, RFQ or Contract that indicates a modification to that document.

Amendment: Written addition or change to a contract.

Assignment: Transfer of contractual rights from one party to another party.

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 and price is the major determining factor for selection.

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". The term includes anyone acting on behalf of the individual or other entity that submits a bid, such as agents, employees and representatives. Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contactor.

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.

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



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Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

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.

Change Order: A document which is used when it becomes necessary that amends, clarifies, changes, or cancels contract issues and/or provisions.

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

Citywide Contract: a legal and binding instrument between the city and a vendor(s) which is made available to multiple city departments to purchase frequently used commodities and services.

Competitive Sealed Bidding: The process of advertising an invitation for bids, conducting a public bid opening and awarding of a purchase order/contract to the lowest responsive, responsible bidder in accordance with state law.

Competitive Sealed Proposals: The process of advertising a request for proposal (RFP), the evaluation of submitted proposals and awarding of the contract.

Consultant: A person that provides or proposes to provide a consulting service.

Consulting Services: The practice of studying and advising an entity in a manner not involving the traditional employer/employee relationship per the Texas Government Code, Section 2254.021.

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 to provide goods or services to the City of La Porte. This term is used interchangeably with the term "vendor". Any reference to the Bidder in the Contract documents is

understood to apply to the Contractor.

Deliverables: a unit or increment of 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 or, date of award by City Council.

Emergency: A purchase made when unforeseen and/or a sudden unexpected occurrence creates a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Compliance with normal procurement practice is impracticable or contrary to the public interest.

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.

Historically Underutilized Business: a minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)



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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.

Liquidated Damages: A specified contract provision which entitles the city to demand a set monetary amount determined to be fair and equitable repayment to the city for loss of service due to vendor's failure to meet contract requirements.

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."

Posted Date: The date a procurement document is made available to the public.

Pre-Bid/Proposal Conference: A meeting chaired by City personnel which is designed to help potential bidders/respondents understand the requirements of a solicitation.

Professional Services: Services directly related to professional practices as defined by the Professional Services Procurement Act (Government Code, Section 2254.002) including those services within the scope of the practice of: accounting; architecture; optometry, medicine; land surveying; and professional engineering. Services provided by professionals outside the scope of their profession, e.g., management consulting services provided by accounting firms, are not considered professional services.

Proposal: An executed offer submitted by a respondent in response to a Request for Proposal (RFP) and intended to be used as a basis to negotiate a contract award.

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)

Proprietary Purchase: a product or service is having a distinctive feature or characteristic that is not shared or provided by competing companies or similar products or service. Texas Government Code Section 2155.067.

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.

Renewal: When an existing contract is renewed for an additional time period in accordance with the terms and conditions of the original contract.

Request for Information: A general invitation to contractors requesting information for a potential future solicitation. The request for information is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal: A solicitation requesting submittal of a proposal in response to the required scope of services and usually includes some form of a cost proposal. The RFP process allows for negotiations between proposer and the city.

Request for Qualifications: A solicitation document requesting submittal of qualifications or specialized expertise in response to the scope services required. No pricing is solicited with an RFP.

Request for Quote: An informal solicitation document requesting pricing on small dollar purchases.

Respondent: An entity submitting a proposal in response to a solicitation (See Bidder)

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 (primarily labor)

and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

Solicitation: A document requesting submittal of bids or proposals for goods or services in accordance with the advertised specifications.

Specification: means the Bid Documents, including but not limited to the detailed or technical specifications that fully describe the physical or functional characteristics or nature of supplies or services to be purchased. It may include a description of any requirements for inspecting, testing, or preparing supplies or services for delivery.

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.

Surety: A person or entity providing a bond to a contractor to indemnify the City against all direct and consequential damages suffered by failure of the contractor to perform the contract and to pay all lawful claims of subcontractors, materials suppliers and laborers as applicable.

Term Contract: a contract that addresses the estimated requirements for a department or number of departments for supplies or services used repeatedly or in significant quantities over a period of time.

Vendor: A business entity or individual that has a contract to provide goods or services to the City of La Porte. Used interchangeably with the term "contractor".



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 to this solicitation.

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 or 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. Accordingly, the City of La Porte reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or no longer available.

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 (a) and (a-1), shall file a completed conflict of interest questionnaire with the City not later than the seventh business day after the later: 1) date

the vendor (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or (2) the date the vendor becomes aware (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a); (B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer. The Conflict of Interest Questionnaire (Form CIQ) is included as Exhibit C 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. A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm> . Please consult your own legal advisor if you have questions regarding this form.

3.1.4.10 Certificate of Interested Parties (Form 1295)

The Texas Legislature adopted House Bill 1295 which states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed (City of La Porte requires such action for any contract \$50,000 or greater) or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

As of January 1, 2016, the Texas Ethics Commission has made available on its website a filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The City is then responsible for notifying the commission of the receipt of the Filed Form 1295 with the certification of

filing in accordance with the law. Additional information regarding the implementation of House Bill 1295 maybe found at www.ethics.state.tx.us.

3.1.4.11 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.

3.1.4.12 House Bill 89 Verification

H.B. No. 89 mandates companies that contract with Texas government entities for goods or services must contain a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract.

3.1.4.13 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.



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3.1.4.14 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.

3.1.4.15 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.

3.2 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 or 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

3.3.1 Copyright and Patents

Contractor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights for goods supplied.

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 Term

The contract shall be executed after City Council approval. The initial contract period will begin on the date Council approves the Contract and will automatically renew pursuant to the availability of funds and at the discretion of the city on the anniversary date unless either party notifies the other of intent to non-renew in writing prior to the anniversary date. Each renewal will be in one-year (1) increments, with the total contract duration of three (3) years. An option to extend will not be considered if funding is unavailable or if the Contractor's past performance is not satisfactory as determined by the City.

3.6.1.1 Term Contract Extension

Additionally, Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed 120 calendar days after the expiration of the initial term or any renewal thereof, for the same compensation as the Bidder was receiving for the goods and/or services during the expired term immediately preceding the extension. The City may terminate such extension at any time for any reason without prior notice.

3.6.2 Codes, Permits, Licenses

Vendor shall comply with all federal, state and local standards, codes and ordinances and other authorities such as utilities and those having jurisdiction pertaining to equipment and materials used and their application. None of the terms of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Prior to start of work, successful bidder will obtain all necessary permits, certificates and/or licenses as required by law to fulfill contractual obligations to the City. 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 form 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 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 relied on the qualifications and experience of Contractor's key personnel to perform the services. Contractor must not reassign or replace key personnel without the written consent of the City, which consent the City will not reasonably withhold. The City may at any time in writing notify Contractor that it will no longer accept performance of Services under this contract by one or more key personnel. Upon that notice contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience that is acceptable to the City.

4.6 Purchase Orders

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

4.7 Price Revision Clause

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

4.7.1 Increases

Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the manufacturer. It will ordinarily be the policy of the City of La Porte to accept manufacturer price increases, when the amount of such increase is due to market conditions and are solely for an increase in the contractor's cost, not profits. 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 - Supplies

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.

Title and risk of loss of goods shall not pass to the City until goods are actually received and in the City is in possession of the goods at the point or points of delivery as specified in the solicitation. The delivery address may be included in this solicitation document and will be shown on the Purchase Order as a "Ship To" address.



4.9 Inspection and Defects - Supplies

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

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

The City of La Porte is seeking competitive bids for the sale and delivery of bulk fuels and for services related to these products. The city plans to award a primary and secondary contract for these products and services and may do so in whole or by section so as to provide the best value for the city of La Porte. Contracted prices and terms shall remain the same as those provided in this solicitation document for the entire or remaining contract in the absence of the primary provider. Emergency services and/or equipment provider will, by acceptance of this contract award, agree to perform emergency fuel management services on an "as-needed" or emergency contingency basis until such a time that the City can resume normal purchasing, bidding and contracting activities. The city does not guarantee that the City will provide such work to the Contractor nor is there a guarantee for any particular amount of work. No payment shall be made for these services or equipment until Contractor is officially notified by the City to commence emergency services.

5.1.1 Scope of Work

The successful respondents (s) will, at minimum, satisfy the City's requirements for bulk fuel supply of 87 Octane Unleaded Reformulated Gasoline with 10% Ethanol and Ultra-Low Sulphur #2 Diesel with Low Emissions used in Texas in accordance with these specifications and all federal regulations and Texas Commission on Environmental Quality (TCEQ) requirements; satisfy the requirements for optimum emergency fuel management and equipment solutions; and may assist the City with the overall management of fuel including, but not limited to, cost control measures and scheduling deliveries based on consumption and utilization.



All quantities are based on estimated needs for the City for a one-year period that are used by Equipment Services in the Public Works Department and the Bay Forest Golf Course. These estimates are not intended to set forth minimum or maximum quantities for this contract. Therefore, the City reserves the right to purchase more or less than the estimated quantities used in this solicitation for any or all items or services listed.

ITEMS AND ESTIMATED QUANTITIES:

Section 1 – Gasoline

Unleaded 87 Octane RFG with 10% Ethanol (Meets ASTM Designation D439)	174,000 gallons
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Diesel

Texas Low Emission, Ultra Low Sulfur Diesel	84,000 gallons
Ultra Low Dyed Diesel, NA 1993 (Meets ASTM Designation D975)	12,000 gallons

Public Works does not require any additive unless they begin to experience an issue with algae during the summer months. They use bio in our diesel during the summer to lower the algae growth. Golf Course does not use any additives.

The formulation for various fuel types specified herein is subject to change during the term of this Agreement as a result of changes made by the refinery or in federal, state and local regulations (“Alternate Formula Fuel”).

Section 2

Emergency Services
Emergency Equipment

5.2 Specifications

5.2.1 Award and Term of Contract

The initial term will be for a period of one (1) year from the date of execution with 2 additional one-year renewal options upon agreement of both parties. Award is expected as soon as is possible following Council Meeting and Council’s approval. Council meetings are held on the 2nd and 4th Mondays of each month, barring holidays. There is a process and timeline requirement to get on the Council Agenda; earliest possible date would be approximately 2 months after bid closing. The decision to award will be made at first available meeting.

5.2.2 Quantities and Annual Usage

Quantities shown are approximate and are based on typical usage for a one-year period. The City of La Porte will not be obligated to exact quantities listed. All orders will be issued on an “as needed” basis. These estimated quantities may be increased or decreased at the discretion of the city.

The estimated annual quantities that are typical for a one year period is indicated on the pricing proposal form; however, this estimate should not be construed as a guarantee of either minimum or maximum since usage is dependent upon actual need and available funding.

5.2.3 Pricing

The basis for pricing will be based on a formula, consisting of a benchmark index and a market differential. The City of La Porte intends to utilize a benchmark index to establish a verifiable baseline fuel price per gallon. This benchmark index will be based on data provided by the Oil Price Information Service (OPIS). Specifically the Pad 3 Report for Houston, Texas Daily Published Benchmark, Unbranded Average Rack Price for fuel shall be considered the benchmark for said market. The benchmark index is based on the date of fuel delivery to the City. The market differential proposed is



to be a four-digit decimal numerical value that is added to or subtracted from the benchmark index for a given fuel product by Rack market. The market differential is to include all cost and profit components determined by the Supplier, but should exclude any applicable taxes and delivery charges to the City. The City is tax exempt and delivery charges are to be listed separately from the differential. A price proposal form is included in this solicitation. Bidders are required to use this price proposal form to submit their proposed market differential, delivery and any other fees for each fuel product in the rack market. Contract prices are firm for the term of the contract except when, by mutual written agreement prior to any change, price revisions may be permitted. This solicitation is intended to establish a "living" contract that can be adapted to the changing needs of the City, within the scope of this solicitation for bulk fuels.

5.2.4 Orders

Vendor shall provide contact information and method(s) for order placement. At a minimum, orders must be accepted between 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding regularly observed Federal and State of Texas holidays.

Order/delivery quantity restrictions are not allowed, and an offer with such restrictions will be disqualified and not be considered for award.

No employees of the City or its officers, agents, servants, contractors and subcontractors who act on behalf of the various City departments, bodies or agencies are authorized to place orders for goods and services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing card orders and bona fide emergencies. In the case of emergencies, the Buyer's Purchasing Division will place such orders.

Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the City may result in rejection of delivery, return of goods at the Seller's cost and/or nonpayment.

5.2.5 Emergency Purchasing

Vendor shall provide a detailed contingency plan covering fuel shortages or catastrophic conditions. In the event an emergency or disaster is declared according to applicable law governing states of emergency and disasters that require the prompt and immediate delivery of products or services, the city reserves the right to obtain such products or services from any source, including but not limited to this contract, which will meet the needs of such emergency. Vendor shall not be entitled to claim lost profits for products or services procured from other sources pursuant to this paragraph.

5.2.6 Delivery

After receipt of order, response time must be within 24 hours. The city may require a shorter delivery time. In the event the vendor cannot deliver within the specified time, the city reserves the right to purchase item(s) on the open market, with any cost in excess of the contract price paid by the vendor.

Delivery loads may vary and vendor may be required to split deliveries at multiple receiving locations. All deliveries are to be coordinated with City personnel. Fuels are to be delivered as directed by the city on each order placed. Additional delivery sites may be designated at the option of the City. The city also reserves the right to delete delivery locations.



Locations and Fuel Storage Tank Capacities

Location: Public Works, 2923 N. 23rd Street, La Porte, Texas 77571

Delivery Hours: Monday thru Friday 7:00 a.m. to 4:00 p.m.

Storage: 10,000 gallon tank size for each, fuel and diesel

Height or Access constraints: None Known

Typical delivery schedule: 7,000 gallons of diesel and 14,000 gallons of gasoline each month, delivered throughout the month, approximately weekly.

Location: Bay Forest Golf Course, 201 Bay Forest Drive, La Porte, Texas 77571

Delivery Hours: Monday thru Thursday 6:00 a.m. to 2:00 p.m.; Friday 6:00 a.m. to 10:00 a.m.

Storage: 1,000 gallon tank size for each, fuel and diesel

Height or Access constraints: No 18-wheeler access

Typical delivery schedule: 700 gallons of diesel and 500 gallons of gas every 4-6 weeks, delivered at the same time.

There are 4 above ground tanks involved in this solicitation. Both tanks at public works (gas and diesel) are 10,000 gallon tanks. Both tanks at golf course (gas and diesel) are 1,000 tanks. Deliveries are never split at Public Works location. At Golf Course, loads are split. Golf Course will not accommodate an 18-wheeler; only a standard fuel truck may be utilized. Orders that require delivery in less than 24 hours would be by exception only. The City's expectation is that delivery methods/equipment is suited to the quantities ordered, most economical way possible. The areas to be serviced currently operate independently of each other.

There is no preference as to pulling directly from a rack or from storage tanks so long as quality of supply and pricing formula are not negatively impacted. We are more concerned with equipment availability and uninterrupted access to quality fuel products and facilities. If delivery is to be subcontracted, we will require transparency as to the relationship between supplier and carrier so as to help determine stability and consistency of supply. Contractor shall be responsible for all aspects of subcontractor performance and qualifications including licensing and safety, same standards as Contractor.

Successful bidder shall be required, upon delivery, to pump all fuel into the City's storage tanks or as otherwise directed. It is the responsibility of the successful bidder to supply pumps, hoses or whatever is needed to appropriately discharge the fuels into the storage tanks.

Vendor must provide a delivery ticket for each fuel delivery. The delivery ticket must indicate the time and place of loading, number of gross and net gallons delivered into the storage tank plus the temperature testing documents. Deliveries attempted without proper documentation will not be allowed to unload. Failure to provide a signed delivery ticket with each fuel delivery and failure to obtain City employee signature may be grounds for nonpayment of the invoice.

Vendor shall make compensation for change in temperature of fuel at loading point at the time fuel was unloaded into the transport and must show the correction and adjustment made in gallons delivered to the City in accordance with State of Texas and Federal Guidelines. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery. Delivery tickets including temperature testing documentation shall be left at the delivery site.

The City reserves the right to deny delivery vehicles that are leaking fuel or other hazardous materials access to City property. The vendor will be notified of any denied access and shall make delivery within 1 working day of notification.

Delivery trucks shall at all times comply with current State of Texas and Federal Regulations including those pertaining to fuel vapor control.



5.2.7 VENDOR RESPONSIBILITY

5.2.7.1 Product Quality and Testing

All products provided under this contract will be free from impurities including but not limited to water, dirt, harmful oils, fibrous materials or other contaminants. Any product found to be contaminated or cross contaminated through the Vendors negligence or which does not meet specifications will be replaced by the Vendor immediately upon notification by the City, at the Vendor's expense. Disposal of contaminated fuels and cleaning of affected vehicle fuel and storage tanks will be the responsibility of the Vendor and must be done immediately upon notification by the City. In case of damage directly traceable to contamination, cross contamination or inferior fuel, the Vendor will be responsible for all damages and costs incurred by the Owner for any repairs.

Deliveries of fuel under this contract are subject to testing, to insure compliance with specifications. All tests shall be made as per methods specified or approved by the American Society of Testing Material, unless otherwise specified. When the test analysis shows fuel meeting specification, the City will pay for said test. When test analysis shows fuel does not meet specification, Vendor will pay for said test. In addition, Vendor agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, pump out fuel and replace as necessary

5.2.7.2 Spillage and Clean-up

The Vendor will be responsible for fuel spillage attributable to their negligence which may occur during transit, loading or unloading operations. All associated costs including materials and labor to clean the spill will be borne by the Vendor. Vendor shall immediately notify a representative of the City and appropriate authorities as required by law based on the volume of spillage. Clean-up efforts shall begin within 24 hours of the time of spillage, or other time period as specified by the City. Clean-up must be performed in accordance with EPA and State of Texas guidelines and requirements and to the satisfaction of the City. Failure to do so will initiate corrective action by the City and charge back to the vendor any costs incurred. The City reserves the right to deny delivery vehicles that are leaking fuel or other hazardous materials access to City property. The vendor will be notified of any denied access and shall employ an alternative delivery at no additional charge within 1 working day of notification. If delivery is not accomplished within the time frame specified, the City reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof.

5.2.7.3 Shortages and Allocation or Catastrophic Conditions

The nature of utilizing a contract resulting from this solicitation is such that public safety might be jeopardized if fuels are not delivered as ordered in the event of fuel shortages or catastrophic conditions. Vendor agrees that delivery of products covered by this solicitation will be made in a priority manner to the exclusion of non-governmental agencies during times of shortages and/or catastrophes. Vendor is to contact Owners and the City's purchasing Division in the event of fuel shortages and/or the implementation of an allocation program.

5.2.7.4 Environmental Regulations

The City reserves the right to consider Supplier's history of citation and/or violations of environmental regulations in determining the Supplier's responsibility, and further reserves the right to declare a Supplier not responsible if the history of violations warrant such determination. **Supplier shall submit** with their bid a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by Supplier that there are no citations or violations. Supplier shall notify the City immediately of notice of any citation or violation, which Supplier may receive after the bid opening date and during the time of performance of any contract awarded to Supplier.

All products must have an EPA registration number, where applicable.

Material Data Safety Sheets to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200, or the most recent update for items purchased shall be provided to the City, where applicable.



5.2.7.5 Licensing

It shall be the sole responsibility of the awarded Vendor to maintain all licenses necessary to fulfill this agreement. Awarded Vendor will hold the City of La Porte harmless of any copyright infringements or penalties.

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 and Bonding

6.1 Insurance

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

N/A

8.1 Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Solicitation Number _____ containing a full set of Contract Documents, including but not limited to, 1) Requirements for 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) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof it attached to this proposal or 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.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer) (Signature)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: _____
(Corporate Secretary Signature) (Affix Corporate Seal)

State of _____ County of _____

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____ as President

(or other authorized officer) and _____ as Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature Commission Expires: _____

County of _____



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

N/A

8.2 Bid Execution By a Joint Venture

The undersigned, hereby acknowledges having received Solicitation Number _____ containing a full set of Contract Documents, including but not limited to, 1) Requirements for 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) _____,

and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof 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.

JOINT VENTURE NAME: _____

(Print or Type)

JOINT VENTURE ADDRESS: _____

(Print or Type)

SIGNATURE AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: _____

(Signature)

TITLE OF SIGNATORY: _____

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

ATTEST: _____

(Joint Venture Secretary Signature)

(Affix Joint Venture Seal)

OR

Joint Venturer Signature: (Signature) _____

Address (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Joint Venture Name). (Seal)

Notary Public Signature

Commission Expires: _____



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

8.3 Bid Execution By a Partnership

The undersigned, hereby acknowledges having received Solicitation Number 18004 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)

and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof 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.

BUSINESS NAME: Southern Counties Oil Co., a CA Limited Partnership, dba SC Fuels

(Print or Type)

BUSINESS ADDRESS: 1800 W. Katella Avenue, Suite 400, Orange, CA 92867

(Print or Type)

SIGNATURE AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP (If all General Partners do not sign, indicate authority of signatories by attaching copy of the partnership agreement or other authorizing document): Letter attached.

Address: (Print or Type) 1800 W. Katella Avenue, Suite 400, Orange, CA 92867

Partner Signature: (Signature) [Handwritten Signature] Corp. Sec.

Address: (Print or type) 1800 W. Katella Avenue, Suite 400, Orange, CA 92867

Partner Signature: (Signature) [Handwritten Signature] CFO

Address: (Print or Type) 1800 W. Katella Avenue, Suite 400, Orange, CA 92867

State of California County of Orange

This instrument was acknowledged before me on this day of , 20 by as President (or other authorized officer) and as Secretary of (Partnership Name).

Notary Public Signature

see attached Acknowledgment

Commission Expires:

(Seal)

ACKNOWLEDGMENT

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

State of California
County of Orange)

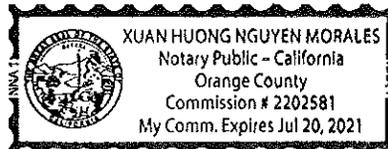
On November 13, 2017 before me, Xuan Huong Nguyen Morales, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____



(Seal)



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

N/A

8.4 Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Solicitation Number _____ containing a full set of Contract Documents, including but not limited to, 1) Requirements for 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) _____

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)

State of _____ County of _____

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Partnership Name).

Notary Public Signature

Commission Expires: _____

(Seal)



1800 West Katella Ave., Suite 400
P.O. Box 4159
Orange, CA 92863-4159
(714) 744-7140
www.scfuels.com

November 9, 2017

Cherell Daeumer
City of La Porte
604 W Fairmont Parkway
La Porte, TX 77571

Dear Ms. Daeumer:

This letter is to confirm that the general partner of Southern Counties Oil Co., a California Limited Partnership, is another entity called Southern Counties Oil Co., a California corporation. Both Robert W. Bollar, Corporate Secretary and Edward A. Wondergem, Chief Financial Officer, are authorized on behalf of the General Partner to conduct the day-to-day activities of the Partnership, including execution of contracts and governmental bids.

Very truly yours,

A handwritten signature in black ink, appearing to read 'RWB', with a long horizontal flourish extending to the right.

Robert W. Bollar
Corporate Secretary

RWB:cm



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Article 9 EXHIBITS
Exhibit pages to follow

Remainder of page intentionally blank



Exhibit A Pricing to Sealed Bid #18004 – Bulk Fuel REBID

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

Section 1

1. Texas Low Emission, Ultra Low Sulfur Diesel
(15ppm and under Sulfur)

- a. Transport Load (8,000 gal or less based on volume of product) 0.0010
- b. Short Transport Load (less than full load, but more than a tank wagon load) 0.0492
- c. Tank Wagon Load (any delivery ranging from 100 to 4,000 gal) 0.4660

Circle One
Plus Minus

2. Texas Low Emission, Ultra Low Sulfur Diesel, Dyed

- a. Transport Load (8,000 gal or less based on volume of product) 0.0010
- b. Short Transport Load (less than full load, but more than a tank wagon load) 0.0492
- c. Tank Wagon Load (any delivery ranging from 100 to 4,000 gal) 0.4660

Circle One
Plus Minus

3. Unleaded 87 Octane RFG w 10% Ethanol

- a. Transport Load (8,000 gal or less based on volume of product) - 0.0211
- b. Short Transport Load (less than full load, but more than a tank wagon load) 0.0486
- c. Tank Wagon Load (any delivery ranging from 100 to 4,000 gal) 0.4660

Circle One
Plus Minus

Section 2

- 1. Emergency Services \$250.00/Hour
- 2. Emergency Equipment \$250.00/Hour

Please include all fees and taxes in proposed differential; delivery charges are excluded. Although included, please itemize below:

Taxes	87 Octane Reformulated Unleaded Gasoline w/10% Ethanol	Texas Low Emission Ultra Low Sulfur Diesel
Federal Gas LUST* Tax	0.001000 /per gallon	0.001000 /per gallon
Oil Spill Tax	0.001929 /per gallon	0.002143 /per gallon
TX Gas Motor Fuel Tax	0.200000 /per gallon	NA /per gallon
TX Clear Diesel Motor Fuel Tax	NA /per gallon	0.200000 /per gallon

*LUST (Leaking Underground Storage Tank)

Loading Fees must comply with the declining fee scheduled as outlined in HB 3554 and passed in the State of Texas 80th Legislative Session, Effective September 1, 2007 (Texas Water code, Sec. 26.3574), or as amended.

http://www.window.state.tx.us/taxinfo/fuels/ppd_fee.html

Continued on next page

Exhibit A – Pricing Proposal Continued

The undersigned certifies:

1. to comply with all instructions to bidders, attached specifications and other documents contained in this solicitation;
2. that they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing;
3. that they are a duly qualified, capable and bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy.
4. affirms that they will not discriminate against any employee or applicant as prohibited by law. Failure to comply may lead to termination of contract.

It is understood and agreed that the above described item, material, equipment and/or work shall carry the standard warranty of the manufacturer and be delivered on site in accordance with the attached specifications in One (1) days after receipt of order.

(Within 24 hours)

METHOD OF PAYMENT:

City of La Porte payment terms is Net 30 (vendor paid within 30 days of satisfactory receipt of goods and an approved invoice) in accordance with the Texas Prompt Payment Act, unless we have the option to pay using the Citibank P-Card (Master Card)

Do you allow for payments using the City's Procurement Card Provider, CitiBank (this is the preferred payment method in many instances)? No If "yes", discount offered N/A %

Company Name: Southern Counties Oil Co., a CA
Limited Partnership dba SC Fuels

Telephone No: (800) 966-7140

E-mail: fuelbids@scfuels.com

Authorized Signer: Patrick W. Barnecut
(Printed Name)

Authorized Signer: 
(Signature)



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
-----------------------	----------------

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 doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Patrick W. Barnecut, SC Fuels

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

N/A

Name of Officer

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

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

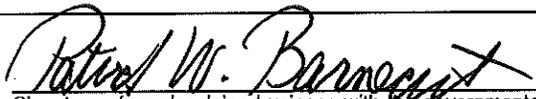
Yes No

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

Yes No

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

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

7 
Signature of vendor doing business with the governmental entity

11/10/17

Date



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, contracts 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: N/A

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

N/A

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: _____

House Bill 89 VERIFICATION

I, Patrick W. Barnecut (Person's name), the undersigned representative and authorized agent of Southern Counties Oil Co., a CA Limited Partnership dba SC Fuels (Company or Business name)

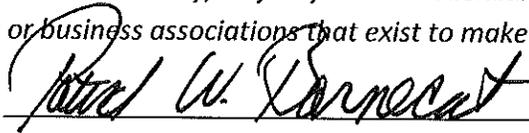
being an adult over the age of seventeen (17) years, do hereby verify that the company named above, as required under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above named Company, has with City of La Porte, Texas.

Pursuant to Section 2270.001, Texas Government Code:

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

11/9/17



DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Qualifications Questionnaire to #18004 – Bulk Fuels Supply REBID

1. **Do you employ wireless technology? Describe.**
Yes. We have an IT Department that handles the company's wireless technology requirements in the states we serve.

2. **Where are your bulk storage facilities located?**
Terminals are located throughout the Houston area in the counties of Brazoria, Fort Bend, Harris, Montgomery, Galveston, Waller and Walker.

3. **Do you have multiple contracts with the major oil companies and all the major refineries? Please demonstrate your ability to source product from multiple providers.**
SC Fuels has supply contracts with major oil companies which surpass all current volumes and any possible award from this proposal.

4. **What is your fleet size? Types of equipment available for deliveries? Do you own your equipment?**
While we have fleet trucks throughout the southwest, we do not own transport trucks in Houston. We do have contracts in place with third party carriers that are able to fulfill all our contract needs.

5. **What are your service hours?**
We offer 24-hour order placement and customer service. Our Dispatch Department is available 24/7.

6. **Where are your dispatch centers?**
Our Dispatch Department services all the states we do business in including AZ, AR, CA, CO, ID, LA, NV, NM, OK, OR, TX, UT and WA.

7. **What states are you licensed in?**
We are licensed in the states of AZ, AR, CA, ID, LA, NV, NM, OK, OR, TX, UT AND WA.

8. **What products are you licensed to transport?**
Gasoline and diesel fuel.

9. **What additional services do you provide, i.e., fleet card services, fleet fueling, fuel management services, cost/inventory management, temporary fueling stations, generator fueling, emergency fuel management or emergency equipment solutions, etc.?**
SC Fuels specializes in truck and trailer, bobtail deliveries, on-site fueling, lubricants, fleet card services and fuel management services.

10. **Do you offer equipment sales, rentals or loans? Please describe the available equipment and programs offered.**
We offer tank rentals and sales with a wide variety of tank sizes available, depending on the customer's needs.

Please include additional pages as necessary to complete these items.

Southern Counties Oil Co., a CA Limited Partnership
dba SC Fuels

ALLOCATION & EMERGENCY RESPONSE

SC Fuels has supply contracts which surpass all current contract volumes and any possible award from this proposal.

SC Fuels is exceptionally well prepared for emergencies which meets the needs of state, federal and FEMA requirements. As one of the larger wholesalers of petroleum products we have diverse supply including our own inventories, as well as supply contracts with most major and independent suppliers. In addition, we have our own trucks and access to many common carriers for deliveries of all sizes. Contract accounts are given priority status and we have supply agreements that well surpass our sales contracts. We are experienced in managing "keep full" accounts and look forward to the opportunity to serve you.

In the Houston area, emergency orders should be placed through our 24-hour contact number at 800-677-4834. Dispatchers are on duty 24 hours a day to serve you. Our local carrier, UPT, is ready to promptly assist with emergency orders.



SAFETY DATA SHEET

1. Identification

Product identifier	UNLEADED GASOLINE
Other means of identification	
SDS number	002-GHS
Synonyms	Regular/Premium/Midgrade - Unleaded Gasoline, RFG - Reformulated Unleaded Gasoline, Conventional Unleaded Gasoline, Oxygenated Unleaded Gasoline, Non-Oxygenated Unleaded Gasoline, CARB (California Air Resource Board) Unleaded Gasoline, RBOB - Reformulated Blendstock for Oxygenate Blending, CBOB - Conventional Blendstock for Oxygenate Blending, Petrol, Motor Fuel. See section 16 for complete information.
Recommended use	Motor Fuel Motor fuels.
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer/Supplier	Valero Marketing & Supply Company and Affiliates One Valero Way San Antonio, TX 78269-6000 210-345-4593 CorpHSE@valero.com
General Assistance	210-345-4593
E-Mail	CorpHSE@valero.com
Contact Person	Industrial Hygienist
Emergency Telephone	24 Hour Emergency 866-565-5220 1-800-424-9300 (CHEMTREC USA)

2. Hazard(s) identification

Physical hazards	Flammable liquids	Category 1
Health hazards	Skin corrosion/irritation	Category 2
	Germ cell mutagenicity	Category 1B
	Carcinogenicity	Category 1B
	Reproductive toxicity	Category 2
	Specific target organ toxicity, single exposure	Category 3 narcotic effects
	Specific target organ toxicity, repeated exposure	Category 2
	Aspiration hazard	Category 1
Environmental hazards	Hazardous to the aquatic environment, long-term hazard	Category 2
OSHA defined hazards	Not classified.	
Label elements		



Signal word Danger

Hazard statement Extremely flammable liquid and vapor. Causes skin irritation. May cause genetic defects. May cause cancer. Suspected of damaging fertility or the unborn child. May cause drowsiness or dizziness. May cause damage to organs (blood, liver, kidney) through prolonged or repeated exposure. May be fatal if swallowed and enters airways. Toxic to aquatic life with long lasting effects.

Precautionary statement**Prevention**

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting// equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Do not breathe gas/mist/vapors/spray. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Use only outdoors or in a well-ventilated area. Avoid release to the environment.

Response

If exposed or concerned: Get medical advice/attention. If inhaled: Remove person to fresh air and keep comfortable for breathing. If swallowed: Immediately call a poison center/doctor. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If skin irritation occurs: Get medical advice/attention. In case of fire: Use alcohol-resistant foam, carbon dioxide, dry powder or water fog for extinction. Collect spillage.

Storage

Store locked up. Store in a well-ventilated place. Keep container tightly closed. Keep cool.

Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC)

None known.

3. Composition/information on ingredients**Mixtures**

Chemical name	CAS number	%
Gasoline	86290-81-5	80-100
Toluene	108-88-3	0-30
Hexane (Other Isomers)	96-14-0	5-25
Xylene (o, m, p isomers)	1330-20-7	0-25
Octane (All isomers)	111-65-9	0-18.5
Ethanol	64-17-5	0-10
1,2,4, Trimethylbenzene	95-63-6	0-6
n-Heptane	142-82-5	1-5
Pentane	109-66-0	1-5
Cumene	98-82-8	0-5
Ethylbenzene	100-41-4	0-5
Benzene	71-43-2	0-4.9
n-Hexane	110-54-3	0-3
Cyclohexane	110-82-7	0-3

4. First-aid measures**Inhalation**

Move to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. Get medical attention.

Skin contact

Remove contaminated clothing and shoes. Wash off immediately with soap and plenty of water. Get medical attention if irritation develops or persists. Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes. If high pressure injection under the skin occurs, always seek medical attention.

Eye contact

Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention.

Ingestion

Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center. Do not give mouth-to-mouth resuscitation. If vomiting occurs, keep head low so that stomach content does not get into the lungs. Never give anything by mouth to a victim who is unconscious or is having convulsions. Get medical attention immediately.

Most important symptoms/effects, acute and delayed

Irritation of nose and throat. Irritation of eyes and mucous membranes. Skin irritation. Unconsciousness. Corneal damage. Narcosis. Cyanosis (blue tissue condition, nails, lips, and/or skin). Decrease in motor functions. Behavioral changes. Edema. Liver enlargement. Jaundice. Conjunctivitis. Proteinuria. Defatting of the skin. Rash.

UNLEADED GASOLINE

913457 Version #: 03 Revision date: 23-May-2014 Print date: 23-May-2014

Prepared by 3E Company

Indication of immediate medical attention and special treatment needed	In case of shortness of breath, give oxygen. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	If exposed or concerned: get medical attention/advice. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use.

5. Fire-fighting measures

Suitable extinguishing media	Water spray. Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire.
Specific hazards arising from the chemical	Vapor may cause flash fire. Vapors can flow along surfaces to distant ignition source and flash back. Sensitive to static discharge.
Special protective equipment and precautions for firefighters	Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask.
Fire-fighting equipment/instructions	Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Withdraw immediately in case of rising sound from venting safety devices or any discoloration of tanks due to fire. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do it without risk. In the event of fire, cool tanks with water spray. Cool containers exposed to flames with water until well after the fire is out. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn. Vapors may form explosive air mixtures even at room temperature. Prevent buildup of vapors or gases to explosive concentrations. Some of these materials, if spilled, may evaporate leaving a flammable residue. Water runoff can cause environmental damage. Use compatible foam to minimize vapor generation as needed.
Specific methods	Use water spray to cool unopened containers.
General fire hazards	Extremely flammable liquid and vapor. Containers may explode when heated.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Local authorities should be advised if significant spills cannot be contained. Keep upwind. Keep out of low areas. Ventilate closed spaces before entering. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. See Section 8 of the SDS for Personal Protective Equipment.
Methods and materials for containment and cleaning up	Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Stop leak if you can do so without risk. This material is a water pollutant and should be prevented from contaminating soil or from entering sewage and drainage systems and bodies of water. Dike the spilled material, where this is possible. Prevent entry into waterways, sewers, basements or confined areas. Use non-sparking tools and explosion-proof equipment. Small Spills: Absorb spill with vermiculite or other inert material, then place in a container for chemical waste. Clean surface thoroughly to remove residual contamination. This material and its container must be disposed of as hazardous waste. Large Spills: Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Prevent product from entering drains. Do not allow material to contaminate ground water system. Should not be released into the environment.
Environmental precautions	Gasoline may contain oxygenated blend products (Ethanol, etc.) that are soluble in water and therefore precautions should be taken to protect surface and groundwater sources from contamination. If facility or operation has an "oil or hazardous substance contingency plan", activate its procedures. Stay upwind and away from spill. Wear appropriate protective equipment including respiratory protection as conditions warrant. Do not enter or stay in area unless monitoring indicates that it is safe to do so. Isolate hazard area and restrict entry to emergency crew. Extremely flammable. Review Firefighting Measures, Section 5, before proceeding with clean up. Keep all sources of ignition (flames, smoking, flares, etc.) and hot surfaces away from release. Contain spill in smallest possible area. Recover as much product as possible (e.g. by vacuuming). Stop leak if it can be done without risk. Use water spray to disperse vapors. Use compatible foam to minimize vapor generation as needed. Spilled material may be absorbed by an appropriate absorbent, and then handled in accordance with environmental regulations. Prevent spilled material from entering sewers, storm drains, other unauthorized treatment or drainage systems and natural waterways. Contact fire authorities and appropriate federal, state and local agencies. If spill of any amount is made into or upon navigable waters, the contiguous zone, or adjoining shorelines, contact the National Response Center at 1-800-424-8802.

7. Handling and storage

Precautions for safe handling

Eliminate sources of ignition. Avoid spark promoters. Ground/bond container and equipment. These alone may be insufficient to remove static electricity.

Wear personal protective equipment. Do not breathe dust/fume/gas/mist/vapors/spray. Avoid contact with eyes, skin, and clothing. Do not taste or swallow. Avoid prolonged exposure. Use only with adequate ventilation. Wash thoroughly after handling. The product is extremely flammable, and explosive vapor/air mixtures may be formed even at normal room temperatures. DO NOT handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight. Take precautionary measures against static discharges. All equipment used when handling the product must be grounded. Use non-sparking tools and explosion-proof equipment. When using, do not eat, drink or smoke. Avoid release to the environment.

Conditions for safe storage, including any incompatibilities

Flammable liquid storage. Do not handle or store near an open flame, heat or other sources of ignition. This material can accumulate static charge which may cause spark and become an ignition source. The pressure in sealed containers can increase under the influence of heat. Keep container tightly closed in a cool, well-ventilated place. Keep away from food, drink and animal feedings. Keep out of the reach of children.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	5 ppm
	TWA	1 ppm

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Cumene (CAS 98-82-8)	PEL	245 mg/m3
		50 ppm
Cyclohexane (CAS 110-82-7)	PEL	1050 mg/m3
		300 ppm
Ethanol (CAS 64-17-5)	PEL	1900 mg/m3
		1000 ppm
Ethylbenzene (CAS 100-41-4)	PEL	435 mg/m3
		100 ppm
n-Heptane (CAS 142-82-5)	PEL	2000 mg/m3
		500 ppm
n-Hexane (CAS 110-54-3)	PEL	1800 mg/m3
		500 ppm
Octane (All isomers) (CAS 111-65-9)	PEL	2350 mg/m3
		500 ppm
Pentane (CAS 109-66-0)	PEL	2950 mg/m3
		1000 ppm
Xylene (o, m, p isomers) (CAS 1330-20-7)	PEL	435 mg/m3
		100 ppm

US. OSHA Table Z-2 (29 CFR 1910.1000)

Components	Type	Value
Benzene (CAS 71-43-2)	Ceiling	25 ppm
	TWA	10 ppm
Toluene (CAS 108-88-3)	Ceiling	300 ppm
	TWA	200 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value
1,2,4, Trimethylbenzene (CAS 95-63-6)	TWA	25 ppm
Benzene (CAS 71-43-2)	STEL	2.5 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value
	TWA	0.5 ppm
Cumene (CAS 98-82-8)	TWA	50 ppm
Cyclohexane (CAS 110-82-7)	TWA	100 ppm
Ethanol (CAS 64-17-5)	STEL	1000 ppm
Ethylbenzene (CAS 100-41-4)	TWA	20 ppm
Gasoline (CAS 86290-81-5)	STEL	500 ppm
	TWA	300 ppm
Hexane (Other Isomers) (CAS 96-14-0)	STEL	1000 ppm
	TWA	500 ppm
n-Heptane (CAS 142-82-5)	STEL	500 ppm
	TWA	400 ppm
n-Hexane (CAS 110-54-3)	TWA	50 ppm
Octane (All isomers) (CAS 111-65-9)	TWA	300 ppm
Pentane (CAS 109-66-0)	TWA	600 ppm
Toluene (CAS 108-88-3)	TWA	20 ppm
Xylene (o, m, p isomers) (CAS 1330-20-7)	STEL	150 ppm
	TWA	100 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
1,2,4, Trimethylbenzene (CAS 95-63-6)	TWA	125 mg/m3
		25 ppm
Benzene (CAS 71-43-2)	STEL	1 ppm
	TWA	0.1 ppm
Cumene (CAS 98-82-8)	TWA	245 mg/m3
		50 ppm
Cyclohexane (CAS 110-82-7)	TWA	1050 mg/m3
		300 ppm
Ethanol (CAS 64-17-5)	TWA	1900 mg/m3
		1000 ppm
Ethylbenzene (CAS 100-41-4)	STEL	545 mg/m3
		125 ppm
	TWA	435 mg/m3
		100 ppm
Hexane (Other Isomers) (CAS 96-14-0)	Ceiling	1800 mg/m3
		510 ppm
	TWA	350 mg/m3
		100 ppm
n-Heptane (CAS 142-82-5)	Ceiling	1800 mg/m3
		440 ppm
	TWA	350 mg/m3
		85 ppm
n-Hexane (CAS 110-54-3)	TWA	180 mg/m3
		50 ppm
Octane (All isomers) (CAS 111-65-9)	Ceiling	1800 mg/m3
		385 ppm
	TWA	350 mg/m3
		75 ppm
Pentane (CAS 109-66-0)	Ceiling	1800 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Toluene (CAS 108-88-3)		610 ppm
	TWA	350 mg/m3
		120 ppm
	STEL	560 mg/m3
Xylene (o, m, p isomers) (CAS 1330-20-7)		150 ppm
	TWA	375 mg/m3
		100 ppm
	STEL	655 mg/m3
		150 ppm
	TWA	435 mg/m3
		100 ppm

Biological limit values

ACGIH Biological Exposure Indices

Components	Value	Determinant	Specimen	Sampling Time
Benzene (CAS 71-43-2)	25 µg/g	S-Phenylmercapturic acid	Creatinine in urine	*
Ethylbenzene (CAS 100-41-4)	0.7 g/g	Sum of mandelic acid and phenylglyoxylic acid	Creatinine in urine	*
n-Hexane (CAS 110-54-3)	0.4 mg/l	2,5-Hexanedion, without hydrolysis		*
	0.4 mg/l	2,5-Hexanedion, without hydrolysis	Urine	*
Toluene (CAS 108-88-3)	0.3 mg/g	o-Cresol, with hydrolysis	Creatinine in urine	*
	0.03 mg/l	Toluene	Urine	*
	0.02 mg/l	Toluene	Blood	*
Xylene (o, m, p isomers) (CAS 1330-20-7)	1.5 g/g	Methylhippuric acids	Creatinine in urine	*

* - For sampling details, please see the source document.

Exposure guidelines

US - California OELs: Skin designation

- Benzene (CAS 71-43-2) Can be absorbed through the skin.
- Cumene (CAS 98-82-8) Can be absorbed through the skin.
- n-Hexane (CAS 110-54-3) Can be absorbed through the skin.
- Toluene (CAS 108-88-3) Can be absorbed through the skin.

US - Minnesota Haz Subs: Skin designation applies

- Cumene (CAS 98-82-8) Skin designation applies.
- Toluene (CAS 108-88-3) Skin designation applies.

US - Tennessee OELs: Skin designation

- Cumene (CAS 98-82-8) Can be absorbed through the skin.

US ACGIH Threshold Limit Values: Skin designation

- Benzene (CAS 71-43-2) Can be absorbed through the skin.
- n-Hexane (CAS 110-54-3) Can be absorbed through the skin.

US. NIOSH: Pocket Guide to Chemical Hazards

- Cumene (CAS 98-82-8) Can be absorbed through the skin.

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

- Cumene (CAS 98-82-8) Can be absorbed through the skin.

Appropriate engineering controls

Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof equipment.

Individual protection measures, such as personal protective equipment

Eye/face protection	Wear safety glasses. If splash potential exists, wear full face shield or chemical goggles.
Skin protection	
Hand protection	Avoid exposure - obtain special instructions before use. Wear protective gloves. Be aware that the liquid may penetrate the gloves. Frequent change is advisable. Suitable gloves can be recommended by the glove supplier.
Other	Wear chemical-resistant, impervious gloves. Full body suit and boots are recommended when handling large volumes or in emergency situations. Flame retardant protective clothing is recommended.
Respiratory protection	Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. If workplace exposure limits for product or components are exceeded, NIOSH approved equipment should be worn. Proper respirator selection should be determined by adequately trained personnel, based on the contaminants, the degree of potential exposure and published respiratory protection factors. This equipment should be available for nonroutine and emergency use.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Consult supervisor for special handling instructions. Avoid contact with eyes. Avoid contact with skin. Keep away from food and drink. Wash hands before breaks and immediately after handling the product. Provide eyewash station and safety shower. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Appearance	Light straw to red clear liquid with characteristic strong odor of gasoline.
Physical state	Liquid.
Form	Liquid.
Color	Light straw to red clear.
Odor	Characteristic Gasoline Odor (Strong).
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	44.01 °F (6.67 °C) May start to solidify at this temperature. This is based on data for the following ingredient: Cyclohexane. Weighted average: -91.9 deg C (-133.4 deg F)
Initial boiling point and boiling range	80.06 - 440.06 °F (26.7 - 226.7 °C)
Flash point	-40.0 °F (-40.0 °C) (closed cup)
Evaporation rate	10 - 11 BuAc
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	1.3 %
Flammability limit - upper (%)	7.1 %
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	60.8 - 101.3 kPa (20°C)
Vapor density	3 - 4 (Air=1)
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Very slightly soluble.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	> 500 °F (> 260 °C)
Decomposition temperature	Not available.
Viscosity	Not available.

Other information

Flash point class Flammable IA
 VOC (Weight %) 100 %

10. Stability and reactivity

Reactivity None known.
Chemical stability Stable under normal temperature conditions and recommended use.
Possibility of hazardous reactions Hazardous polymerization does not occur.
Conditions to avoid Heat, flames and sparks. Ignition sources. Contact with incompatible materials. Do not pressurize, cut, weld, braze, solder, drill, grind or expose empty containers to heat, flame, sparks, static electricity, or other sources of ignition; they may explode and cause injury or death.
Incompatible materials Strong oxidizing agents.
Hazardous decomposition products No hazardous decomposition products are known.

11. Toxicological information**Information on likely routes of exposure**

Ingestion Swallowing or vomiting of the liquid may result in aspiration into the lungs.
Inhalation In high concentrations, mists/vapors may irritate throat and respiratory system and cause coughing. May cause drowsiness or dizziness.
Skin contact Causes skin irritation. Prolonged contact may cause dryness of the skin.
Eye contact May cause eye irritation.

Symptoms related to the physical, chemical and toxicological characteristics Irritation of nose and throat. Irritation of eyes and mucous membranes. Skin irritation. Unconsciousness. Corneal damage. Narcosis. Cyanosis (blue tissue condition, nails, lips, and/or skin). Decrease in motor functions. Behavioral changes. Edema. Liver enlargement. Jaundice. Conjunctivitis. Proteinuria. Defatting of the skin. Rash.

Information on toxicological effects

Acute toxicity Based on available data, the classification criteria are not met.

Components	Species	Test Results
1,2,4, Trimethylbenzene (CAS 95-63-6)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 3160 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 2000 mg/l, 48 Hours
<i>Oral</i>		
LD50	Rat	6 g/kg
Benzene (CAS 71-43-2)		
Acute		
<i>Oral</i>		
LD50	Rat	3306 mg/kg
Cumene (CAS 98-82-8)		
Acute		
<i>Inhalation</i>		
LC50	Mouse	2000 mg/l, 7 Hours
	Rat	8000 mg/l, 4 Hours
<i>Oral</i>		
LD50	Rat	1400 mg/kg
Cyclohexane (CAS 110-82-7)		
Acute		
<i>Oral</i>		
LD50	Rat	12705 mg/kg

Components	Species	Test Results
Ethanol (CAS 64-17-5)		
Acute		
<i>Inhalation</i>		
LC50	Rat	30000 mg/m3
Ethylbenzene (CAS 100-41-4)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 5000 mg/kg
<i>Oral</i>		
LD50	Rat	5.46 g/kg
n-Heptane (CAS 142-82-5)		
Acute		
<i>Inhalation</i>		
LC50	Rat	103 mg/l, 4 Hours
n-Hexane (CAS 110-54-3)		
Acute		
<i>Oral</i>		
LD50	Rat	28710 mg/kg
Octane (All isomers) (CAS 111-65-9)		
Acute		
<i>Inhalation</i>		
LC50	Rat	118 mg/l, 4 Hours
Pentane (CAS 109-66-0)		
Acute		
<i>Inhalation</i>		
LC50	Rat	364 mg/l, 4 Hours
Toluene (CAS 108-88-3)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	14.1 ml/kg
<i>Inhalation</i>		
LC50	Rat	8000 mg/l, 4 Hours
<i>Oral</i>		
LD50	Rat	2.6 g/kg
Xylene (o, m, p isomers) (CAS 1330-20-7)		
Acute		
<i>Oral</i>		
LD50	Rat	4300 mg/kg
Skin corrosion/irritation	Causes skin irritation.	
Serious eye damage/eye irritation	Based on available data, the classification criteria are not met.	
Respiratory or skin sensitization		
Respiratory sensitization	Based on available data, the classification criteria are not met.	
Skin sensitization	Based on available data, the classification criteria are not met. This substance may have a potential for sensitization which may provoke an allergic reaction among sensitive individuals.	
Germ cell mutagenicity	May cause genetic defects. In in-vitro experiments, neither benzene, toluene nor xylene changed the number of sister-chromatid exchanges (SCEs) or the number of chromosomal aberrations in human lymphocytes. However, toluene and xylene caused a significant cell growth inhibition which was not observed with benzene in the same concentrations. In in-vivo experiments, toluene changed the number of sister-chromatid exchanges (SCEs) in human lymphocytes. Toluene may cause heritable genetic damage.	

Carcinogenicity May cause cancer.

IARC Monographs. Overall Evaluation of Carcinogenicity

Benzene (CAS 71-43-2)	1 Carcinogenic to humans.
Cumene (CAS 98-82-8)	2B Possibly carcinogenic to humans.
Ethylbenzene (CAS 100-41-4)	2B Possibly carcinogenic to humans.
Gasoline (CAS 86290-81-5)	2B Possibly carcinogenic to humans.
Toluene (CAS 108-88-3)	3 Not classifiable as to carcinogenicity to humans.
Xylene (o, m, p isomers) (CAS 1330-20-7)	3 Not classifiable as to carcinogenicity to humans.

NTP Report on Carcinogens

Benzene (CAS 71-43-2)	Known To Be Human Carcinogen.
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US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Benzene (CAS 71-43-2)	Cancer
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Reproductive toxicity Suspected of damaging fertility or the unborn child.
Benzene, xylene and toluene have demonstrated animal effects of reproductive toxicity. Animal studies of benzene have shown testicular effects, alterations in reproductive cycles, chromosomal aberrations and embryo/fetotoxicity. Ethanol has demonstrated human effects of reproductive toxicity. Can cause adverse reproductive effects - such as birth defects, miscarriages, or infertility. Avoid exposure to women during early pregnancy. Avoid contact during pregnancy/while nursing.

Specific target organ toxicity - single exposure May cause drowsiness or dizziness.

Specific target organ toxicity - repeated exposure May cause damage to the following organs through prolonged or repeated exposure: Blood. Kidneys. Liver.

Aspiration hazard May be fatal if swallowed and enters airways.

Chronic effects Repeated exposure of laboratory animals to high concentrations of gasoline vapors has caused kidney damage and cancer in rats and cancer in mice. Gasoline was evaluated for genetic activity in assays using microbial cells, cultured mammalian cells and rat bone marrow cells. The results were all negative so gasoline was considered nonmutagenic under these conditions. Overexposure to this product or its components has been suggested as a cause of liver abnormalities in laboratory animals and humans. Lifetime studies by the American Petroleum Institute have shown that kidney damage and kidney cancer can occur in male rats after prolonged inhalation exposures at elevated concentrations of total gasoline. Kidneys of mice and female rats were unaffected. The U.S. EPA Risk Assessment Forum has concluded that the male rat kidney tumor results are not relevant for humans. Total gasoline exposure also produced liver tumors in female mice only. The implication of these data for humans has not been determined.

Further information Symptoms may be delayed.

12. Ecological information

Ecotoxicity Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

Components	Species	Test Results
1,2,4, Trimethylbenzene (CAS 95-63-6)		
Aquatic		
Fish	LC50	Fathead minnow (<i>Pimephales promelas</i>) 7.19 - 8.28 mg/l, 96 hours
Benzene (CAS 71-43-2)		
Aquatic		
Crustacea	EC50	Water flea (<i>Daphnia magna</i>) 8.76 - 15.6 mg/l, 48 hours
Fish	LC50	Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>) 7.2 - 11.7 mg/l, 96 hours
Cumene (CAS 98-82-8)		
Aquatic		
Crustacea	EC50	Brine shrimp (<i>Artemia</i> sp.) 3.55 - 11.29 mg/l, 48 hours
Fish	LC50	Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>) 2.7 mg/l, 96 hours
Cyclohexane (CAS 110-82-7)		
Aquatic		
Fish	LC50	Fathead minnow (<i>Pimephales promelas</i>) 3.961 - 5.181 mg/l, 96 hours Striped bass (<i>Morone saxatilis</i>) 8.3 mg/l, 96 hours

Components		Species	Test Results
Ethanol (CAS 64-17-5)			
Aquatic			
Algae	EC50	Freshwater algae	275 mg/l, 72 Hours
		Marine water algae	1970 mg/l
Fish	LC50	Fathead minnow (<i>Pimephales promelas</i>)	> 100 mg/l, 96 hours
		Freshwater fish	11200 mg/l, 96 Hours
Invertebrate	EC50	Freshwater invertebrate	5012 mg/l, 48 Hours
		Marine water invertebrate	857 mg/l, 48 Hours
Ethylbenzene (CAS 100-41-4)			
Aquatic			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	1 - 4 mg/l, 48 hours
Fish	LC50	Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>)	4 mg/l, 96 hours
n-Heptane (CAS 142-82-5)			
Aquatic			
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	4924 mg/l, 96 hours
n-Hexane (CAS 110-54-3)			
Aquatic			
Fish	LC50	Fathead minnow (<i>Pimephales promelas</i>)	2.101 - 2.981 mg/l, 96 hours
Toluene (CAS 108-88-3)			
Aquatic			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	5.46 - 9.83 mg/l, 48 hours
Fish	LC50	Pink salmon (<i>Oncorhynchus gorbuscha</i>)	6.86 - 8.48 mg/l, 96 hours
Xylene (o, m, p isomers) (CAS 1330-20-7)			
Aquatic			
Fish	LC50	Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>)	8 mg/l, 96 Hours

Persistence and degradability Not available.

Bioaccumulative potential Not available.

Partition coefficient n-octanol / water (log Kow)

Benzene (CAS 71-43-2)	2.13
Cumene (CAS 98-82-8)	3.66
Cyclohexane (CAS 110-82-7)	3.44
Ethanol (CAS 64-17-5)	-0.31
Ethylbenzene (CAS 100-41-4)	3.15
Hexane (Other isomers) (CAS 96-14-0)	3.6
Octane (All isomers) (CAS 111-65-9)	5.18
Pentane (CAS 109-66-0)	3.39
Toluene (CAS 108-88-3)	2.73
Xylene (o, m, p isomers) (CAS 1330-20-7)	3.2
n-Heptane (CAS 142-82-5)	4.66
n-Hexane (CAS 110-54-3)	3.9

Mobility in soil Not available.

Other adverse effects Not available.

13. Disposal considerations

Disposal instructions Dispose in accordance with all applicable regulations. This material and its container must be disposed of as hazardous waste. Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container.

Hazardous waste code D001: Waste Flammable material with a flash point <140 °F
D018: Waste Benzene

US RCRA Hazardous Waste U List: Reference

Benzene (CAS 71-43-2)	U019
Cumene (CAS 98-82-8)	U055
Cyclohexane (CAS 110-82-7)	U056
Toluene (CAS 108-88-3)	U220
Xylene (o, m, p isomers) (CAS 1330-20-7)	U239

Waste from residues / unused products Dispose of in accordance with local regulations.

Contaminated packaging Offer rinsed packaging material to local recycling facilities.

14. Transport information

DOT

UN number	UN1203
UN proper shipping name	Gasoline
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Packing group	II
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	139, B33, B101, T8
Packaging exceptions	150
Packaging non bulk	202
Packaging bulk	242

IATA

UN number	UN1203
UN proper shipping name	Gasoline
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Label(s)	3
Packing group	II
Environmental hazards	Yes
ERG Code	3H
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1203
UN proper shipping name	Gasoline
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Label(s)	3
Packing group	II
Environmental hazards	
Marine pollutant	Yes
EmS	F-E, S-E
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable. However, this product is a liquid and if transported in bulk covered under MARPOL 73/78, Annex I.

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Benzene (CAS 71-43-2) Cancer

UNLEADED GASOLINE

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US state regulations

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

US. Massachusetts RTK - Substance List

1,2,4, Trimethylbenzene (CAS 95-63-6)
Benzene (CAS 71-43-2)
Cumene (CAS 98-82-8)
Cyclohexane (CAS 110-82-7)
Ethanol (CAS 64-17-5)
Ethylbenzene (CAS 100-41-4)
Hexane (Other Isomers) (CAS 96-14-0)
n-Heptane (CAS 142-82-5)
n-Hexane (CAS 110-54-3)
Octane (All isomers) (CAS 111-65-9)
Pentane (CAS 109-66-0)
Toluene (CAS 108-88-3)
Xylene (o, m, p isomers) (CAS 1330-20-7)

US. New Jersey Worker and Community Right-to-Know Act

1,2,4, Trimethylbenzene (CAS 95-63-6)
Benzene (CAS 71-43-2)
Cumene (CAS 98-82-8)
Cyclohexane (CAS 110-82-7)
Ethanol (CAS 64-17-5)
Ethylbenzene (CAS 100-41-4)
n-Heptane (CAS 142-82-5)
n-Hexane (CAS 110-54-3)
Octane (All isomers) (CAS 111-65-9)
Pentane (CAS 109-66-0)
Toluene (CAS 108-88-3)
Xylene (o, m, p isomers) (CAS 1330-20-7)

US. Pennsylvania Worker and Community Right-to-Know Law

1,2,4, Trimethylbenzene (CAS 95-63-6)
Benzene (CAS 71-43-2)
Cumene (CAS 98-82-8)
Cyclohexane (CAS 110-82-7)
Ethanol (CAS 64-17-5)
Ethylbenzene (CAS 100-41-4)
Gasoline (CAS 86290-81-5)
Hexane (Other Isomers) (CAS 96-14-0)
n-Heptane (CAS 142-82-5)
n-Hexane (CAS 110-54-3)
Octane (All isomers) (CAS 111-65-9)
Pentane (CAS 109-66-0)
Toluene (CAS 108-88-3)
Xylene (o, m, p isomers) (CAS 1330-20-7)

US. Rhode Island RTK

1,2,4, Trimethylbenzene (CAS 95-63-6)
Benzene (CAS 71-43-2)
Cumene (CAS 98-82-8)
Cyclohexane (CAS 110-82-7)
Ethylbenzene (CAS 100-41-4)
n-Hexane (CAS 110-54-3)
Pentane (CAS 109-66-0)
Toluene (CAS 108-88-3)
Xylene (o, m, p isomers) (CAS 1330-20-7)

US. California Proposition 65

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Benzene (CAS 71-43-2)
Cumene (CAS 98-82-8)
Ethylbenzene (CAS 100-41-4)
Toluene (CAS 108-88-3)

International Inventories

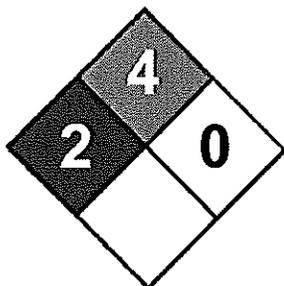
Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	No
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	13-May-2013
Revision date	23-May-2014
Version #	03
Further information	HMIS® is a registered trade and service mark of the NPCA.
NFPA Ratings	



References

ACGIH
EPA: AQUIRE database
NLM: Hazardous Substances Data Base
US. IARC Monographs on Occupational Exposures to Chemical Agents
HSDB® - Hazardous Substances Data Bank
IARC Monographs. Overall Evaluation of Carcinogenicity
National Toxicology Program (NTP) Report on Carcinogens
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

Disclaimer

This material Safety Data Sheet (SDS) was prepared in accordance with 29 CFR 1910.1200 by Valero Marketing & Supply Co., ("VALERO"). VALERO does not assume any liability arising out of product use by others. The information, recommendations, and suggestions presented in this SDS are based upon test results and data believed to be reliable. The end user of the product has the responsibility for evaluating the adequacy of the data under the conditions of use, determining the safety, toxicity and suitability of the product under these conditions, and obtaining additional or clarifying information where uncertainty exists. No guarantee expressed or implied is made as to the effects of such use, the results to be obtained, or the safety and toxicity of the product in any specific application. Furthermore, the information herein is not represented as absolutely complete, since it is not practicable to provide all the scientific and study information in the format of this document, plus additional information may be necessary under exceptional conditions of use, or because of applicable laws or government regulations.



SAFETY DATA SHEET

1. Identification

Product Identifier DIESEL FUELS

Other means of identification
SDS number 102-GHS

Synonyms Diesel Fuels All Grades, Diesel Fuel No.2, Fuel Oil No.2, High Sulfur Diesel Fuel, Low Sulfur Diesel Fuel, Ultra Low Sulfur Diesel Fuel, CARB (California Air Resource Board) Diesel Fuel, Off-Road Diesel Fuel, Dyed Diesel Fuel, X Grade Diesel Fuel, X-1 Diesel Fuel, R5 ULSD, B5 ULS D See section 16 for complete information.

Recommended use Motor Fuel
Refinery feedstock.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor Information

Manufacturer/Supplier Valero Marketing & Supply Company and Affiliates
One Valero Way
San Antonio, TX 78269-6000

General Assistance 210-345-4593

E-Mail CorpHSE@valero.com

Contact Person Industrial Hygienist

Emergency Telephone 24 Hour Emergency 866-565-5220
1-800-424-9300 (CHEMTREC USA)

2. Hazard(s) identification

Physical hazards Flammable liquids Category 3

Health hazards Acute toxicity, inhalation Category 4
Skin corrosion/irritation Category 2
Carcinogenicity Category 2
Reproductive toxicity Category 2
Specific target organ toxicity, repeated exposure Category 2
Aspiration hazard Category 1

Environmental hazards Hazardous to the aquatic environment, long-term hazard Category 2

OSHA defined hazards Not classified.

Label elements



Signal word

Danger

Hazard statement

Flammable liquid and vapor. Harmful if inhaled. Causes skin irritation. Suspected of causing cancer. Suspected of damaging fertility or the unborn child. May cause damage to organs (blood, thymus, liver) through prolonged or repeated exposure. May be fatal if swallowed and enters airways.

Precautionary statement

Prevention

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting equipment. Use only non-sparking tools. Take precautionary measures against static discharges. Do not breathe mist/vapors/spray. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Use only outdoors or in a well-ventilated area.

DIESEL FUELS

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Response	. If skin irritation occurs: Get medical advice/attention. If inhaled: Remove person to fresh air and keep comfortable for breathing. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If exposed or concerned: Get medical advice/attention. If swallowed: Immediately call a poison center/doctor. Take off contaminated clothing and wash before reuse. In case of fire: Use foam, carbon dioxide, dry powder or water fog for extinction.
Storage	Store locked up. Store in a well-ventilated place. Keep cool.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Fuels, diesel, no. 2	68476-34-6	85 - 100
Biodiesel - Fatty acid methyl esters	67762-38-3	0 - 10
Fuels, diesel, C9-18-alkane branched and linear	1159170-26-9	0 - 5
n-Nonane	111-84-2	1 - 3
Octane (All isomers)	111-65-9	1 - 2
Hexane (Other isomers)	96-14-0	0 - 1
Naphthalene	91-20-3	0 - 1
n-Heptane	142-82-5	0 - 1
n-Hexane	110-54-3	0 - 1

4. First-aid measures

Inhalation	Move to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. Get medical attention.
Skin contact	Remove contaminated clothing and shoes. Wash off immediately with soap and plenty of water. Get medical attention if irritation develops or persists. Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes. If high pressure injection under the skin occurs, always seek medical attention.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention.
Ingestion	Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center. Do not give mouth-to-mouth resuscitation. If vomiting occurs, keep head low so that stomach content does not get into the lungs. Never give anything by mouth to a victim who is unconscious or is having convulsions. Get medical attention immediately.
Most important symptoms/effects, acute and delayed	Irritation of nose and throat. Irritation of eyes and mucous membranes. Skin irritation. Unconsciousness. Corneal damage. Narcosis. Decrease in motor functions. Behavioral changes. Edema. Liver enlargement. Jaundice. Conjunctivitis. Proteinuria. Defatting of the skin. Rash. The toxicological properties of this product have not been thoroughly investigated. Use appropriate precautions. Hydrogen sulfide, a highly toxic gas, may be present. Signs and symptoms of overexposure to hydrogen sulfide include respiratory and eye irritation, dizziness, nausea, coughing, a sensation of dryness and pain in the nose, and loss of consciousness. Odor does not provide a reliable indicator of the presence of hazardous levels in the atmosphere.
Indication of immediate medical attention and special treatment needed	In case of shortness of breath, give oxygen. Keep victim warm. Keep victim under observation. Symptoms may be delayed. The toxicological properties of this material have not been fully investigated.
General information	If exposed or concerned: get medical attention/advice. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use.

5. Fire-fighting measures

Suitable extinguishing media	Water spray. Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
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Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire.
Specific hazards arising from the chemical	The product is flammable, and heating may generate vapors which may form explosive vapor/air mixtures. Thermal decomposition or combustion may liberate toxic gases or fumes.
Special protective equipment and precautions for firefighters	Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask.
Fire-fighting equipment/instructions	Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Withdraw immediately in case of rising sound from venting safety devices or any discoloration of tanks due to fire. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do it without risk. In the event of fire, cool tanks with water spray. Cool containers exposed to flames with water until well after the fire is out. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn. Water runoff can cause environmental damage. Use compatible foam to minimize vapor generation as needed.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures Keep unnecessary personnel away. Local authorities should be advised if significant spills cannot be contained. Keep upwind. Keep out of low areas. Ventilate closed spaces before entering. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. See Section 8 of the SDS for Personal Protective Equipment.

Methods and materials for containment and cleaning up Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Local authorities should be advised if significant spillages cannot be contained. Stop leak if you can do so without risk. This material is a water pollutant and should be prevented from contaminating soil or from entering sewage and drainage systems and bodies of water. Dike the spilled material, where this is possible. Prevent entry into waterways, sewers, basements or confined areas.

Use non-sparking tools and explosion-proof equipment.

Small Spills: Absorb spill with vermiculite or other inert material, then place in a container for chemical waste. Clean surface thoroughly to remove residual contamination. This material and its container must be disposed of as hazardous waste.

Large Spills: Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Prevent product from entering drains. Do not allow material to contaminate ground water system. Should not be released into the environment.

Clean up in accordance with all applicable regulations.

Environmental precautions If facility or operation has an "oil or hazardous substance contingency plan", activate its procedures. Stay upwind and away from spill. Wear appropriate protective equipment including respiratory protection as conditions warrant. Do not enter or stay in area unless monitoring indicates that it is safe to do so. Isolate hazard area and restrict entry to emergency crew. Flammable. Review Firefighting Measures, Section 5, before proceeding with clean up. Keep all sources of ignition (flames, smoking, flares, etc.) and hot surfaces away from release. Contain spill in smallest possible area. Recover as much product as possible (e.g. by vacuuming). Stop leak if it can be done without risk. Use water spray to disperse vapors. Use compatible foam to minimize vapor generation as needed. Spilled material may be absorbed by an appropriate absorbent, and then handled in accordance with environmental regulations. Prevent spilled material from entering sewers, storm drains, other unauthorized treatment or drainage systems and natural waterways. Contact fire authorities and appropriate federal, state and local agencies. If spill of any amount is made into or upon navigable waters, the contiguous zone, or adjoining shorelines, contact the National Response Center at 1-800-424-8802. For highway or railways spills, contact Chemtrec at 1-800-424-9300.

7. Handling and storage

Precautions for safe handling Eliminate sources of ignition. Avoid spark promoters. Ground/bond container and equipment. These alone may be insufficient to remove static electricity. Wear personal protective equipment. Avoid breathing mist/vapors/spray. Avoid contact with eyes, skin, and clothing. Do not taste or swallow. Avoid prolonged exposure. Use only with adequate ventilation. Wash thoroughly after handling. The product is combustible, and heating may generate vapors which may form explosive vapor/air mixtures. DO NOT handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight. Take precautionary measures against static discharges. All equipment used when handling the product must be grounded. Use non-sparking tools and explosion-proof equipment. When using, do not eat, drink or smoke. Avoid release to the environment.

Conditions for safe storage, including any incompatibilities

Flammable liquid storage. Do not handle or store near an open flame, heat or other sources of ignition. This material can accumulate static charge which may cause spark and become an ignition source. The pressure in sealed containers can increase under the influence of heat. Keep container tightly closed in a cool, well-ventilated place. Keep away from food, drink and animal feedingstuffs. Keep out of the reach of children.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Naphthalene (CAS 91-20-3)	PEL	50 mg/m ³ 10 ppm
n-Heptane (CAS 142-82-5)	PEL	2000 mg/m ³ 500 ppm
n-Hexane (CAS 110-54-3)	PEL	1800 mg/m ³ 500 ppm
Octane (All isomers) (CAS 111-65-9)	PEL	2350 mg/m ³ 500 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Fuels, diesel, no. 2 (CAS 68476-34-6)	TWA	100 mg/m ³	Inhalable fraction and vapor.
Hexane (Other isomers) (CAS 96-14-0)	STEL	1000 ppm	
Naphthalene (CAS 91-20-3)	TWA	500 ppm	
	STEL	15 ppm	
n-Heptane (CAS 142-82-5)	TWA	10 ppm	
	STEL	500 ppm	
n-Hexane (CAS 110-54-3)	TWA	400 ppm	
	TWA	50 ppm	
n-Nonane (CAS 111-84-2)	TWA	200 ppm	
Octane (All isomers) (CAS 111-65-9)	TWA	300 ppm	

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Hexane (Other isomers) (CAS 96-14-0)	Ceiling	1800 mg/m ³
		510 ppm
	TWA	350 mg/m ³ 100 ppm
Naphthalene (CAS 91-20-3)	STEL	75 mg/m ³ 15 ppm
	TWA	50 mg/m ³ 10 ppm
	Ceiling	1800 mg/m ³ 440 ppm
n-Heptane (CAS 142-82-5)	TWA	350 mg/m ³ 85 ppm
	Ceiling	1800 mg/m ³ 440 ppm
n-Hexane (CAS 110-54-3)	TWA	180 mg/m ³ 50 ppm
n-Nonane (CAS 111-84-2)	TWA	1050 mg/m ³ 200 ppm
Octane (All isomers) (CAS 111-65-9)	Ceiling	1800 mg/m ³
		385 ppm
	TWA	350 mg/m ³ 75 ppm

Biological limit values

ACGIH Biological Exposure Indices

Components	Value	Determinant	Specimen	Sampling Time
n-Hexane (CAS 110-54-3)	0.4 mg/l	2,5-Hexanedio n, without hydrolysis	Urine	*
	0.4 mg/l	2,5-Hexanedi - on, without hydrolysis		*

* - For sampling details, please see the source document.

Exposure guidelines

US - California OELs: Skin designation

n-Hexane (CAS 110-54-3) Can be absorbed through the skin.

US ACGIH Threshold Limit Values: Skin designation

Fuels, diesel, no. 2 (CAS 68476-34-6) Can be absorbed through the skin.

Naphthalene (CAS 91-20-3) Can be absorbed through the skin.

n-Hexane (CAS 110-54-3) Can be absorbed through the skin.

Appropriate engineering controls

Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof equipment.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses. If splash potential exists, wear full face shield or chemical goggles.

Skin protection

Hand protection Wear chemical-resistant, impervious gloves. Suitable gloves can be recommended by the glove supplier. Be aware that the liquid may penetrate the gloves. Frequent change is advisable.

Other Full body suit and boots are recommended when handling large volumes or in emergency situations. Flame retardant protective clothing is recommended.

Respiratory protection

Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. If workplace exposure limits for product or components are exceeded, NIOSH approved equipment should be worn. Proper respirator selection should be determined by adequately trained personnel, based on the contaminants, the degree of potential exposure and published respiratory protection factors. This equipment should be available for nonroutine and emergency use.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Consult supervisor for special handling instructions. Avoid contact with eyes. Avoid contact with skin. Keep away from food and drink. Wash hands before breaks and immediately after handling the product. Provide eyewash station and safety shower. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Appearance	Liquid (may be dyed red).
Physical state	Liquid.
Form	Liquid.
Color	Clear. Straw.
Odor	Kerosene (strong).
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	-60.07 °F (-51.15 °C) Estimated
Initial boiling point and boiling range	325 - 700 °F (162.78 - 371.11 °C)
Flash point	> 100.0 °F (> 37.8 °C) Closed Cup
Evaporation rate	0.02
Flammability (solid, gas)	Not available.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)	0.4 %
Flammability limit - upper (%)	8 %
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	< 1 mm Hg (20°C)
Vapor density	3 (Air = 1)
Relative density	0.82 - 0.87
Relative density temperature	60 °F (15.56 °C)
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	494.96 °F (257.2 °C)
Decomposition temperature	Not available.
Viscosity	2 - 4.5 mm ² /s

10. Stability and reactivity

Reactivity	Stable at normal conditions.
Chemical stability	Stable under normal temperature conditions and recommended use.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Heat, flames and sparks. Ignition sources. Contact with incompatible materials. Do not pressurize, cut, weld, braze, solder, drill, grind or expose empty containers to heat, flame, sparks, static electricity, or other sources of ignition; they may explode and cause injury or death.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information**Information on likely routes of exposure**

Ingestion	May be fatal if swallowed and enters airways.
Inhalation	Harmful if inhaled. In high concentrations, vapors and spray mists are narcotic and may cause headache, fatigue, dizziness and nausea.
Skin contact	Causes skin irritation.
Eye contact	May cause eye irritation.

Symptoms related to the physical, chemical and toxicological characteristics	Irritation of nose and throat. Irritation of eyes and mucous membranes. Skin irritation. Unconsciousness. Corneal damage. Narcosis. Decrease in motor functions. Behavioral changes. Edema. Liver enlargement. Jaundice. Conjunctivitis. Proteinuria. Defatting of the skin. Rash. The toxicological properties of this product have not been thoroughly investigated. Use appropriate precautions.
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Information on toxicological effects

Acute toxicity	Harmful if inhaled. Harmful: may cause lung damage if swallowed. The toxicological properties of this material have not been fully investigated.
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Components	Species	Test Results
Fuels, diesel, no. 2 (CAS 68476-34-6)		
Acute Inhalation LC50	Rat	4.1 mg/l, 4 hours

Components	Species	Test Results
Naphthalene (CAS 91-20-3)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 2 g/kg
<i>Oral</i>		
LD50	Rat	490 mg/kg
n-Heptane (CAS 142-82-5)		
Acute		
<i>Inhalation</i>		
LC50	Rat	103 mg/l, 4 Hours
n-Hexane (CAS 110-54-3)		
Acute		
<i>Oral</i>		
LD50	Rat	28710 mg/kg
n-Nonane (CAS 111-84-2)		
Acute		
<i>Inhalation</i>		
LC50	Rat	3200 mg/l, 4 Hours
Octane (All isomers) (CAS 111-65-9)		
Acute		
<i>Inhalation</i>		
LC50	Rat	118 mg/l, 4 Hours
Skin corrosion/irritation	Causes skin irritation.	
Serious eye damage/eye irritation	Based on available data, the classification criteria are not met.	
Respiratory or skin sensitization		
Respiratory sensitization	Based on available data, the classification criteria are not met.	
Skin sensitization	Based on available data, the classification criteria are not met.	
Germ cell mutagenicity	Based on available data, the classification criteria are not met.	
Carcinogenicity	Suspected of causing cancer. International Agency for Research on Cancer (IARC): Whole diesel engine exhaust – IARC Group 1. Exposure may cause lung cancer and also noted a positive association with an increased risk of bladder cancer. Diesel exhaust has been reported to be an occupational hazard due to NIOSH-reported potential carcinogenic properties.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Fuels, diesel, no. 2 (CAS 68476-34-6)	3 Not classifiable as to carcinogenicity to humans.	
Naphthalene (CAS 91-20-3)	2B Possibly carcinogenic to humans.	
NTP Report on Carcinogens		
Naphthalene (CAS 91-20-3)	Reasonably Anticipated to be a Human Carcinogen.	
Reproductive toxicity	Suspected of damaging fertility or the unborn child. Naphthalene interferes with embryo development in experimental animals at dose levels that cause maternal toxicity. In humans, excessive exposure to this agent may cause hemolytic anemia in the mother and fetus.	
Specific target organ toxicity - single exposure	Based on available data, the classification criteria are not met.	
Specific target organ toxicity - repeated exposure	May cause damage to the following organs through prolonged or repeated exposure: Blood. Liver. Thymus.	
Aspiration hazard	May be fatal if swallowed and enters airways.	
Chronic effects	Contains organic solvents which in case of overexposure may depress the central nervous system causing dizziness and intoxication. Repeated exposure to naphthalene may cause cataracts, allergic skin rashes, destruction of red blood cells, and anemia, jaundice, kidney and liver damage. Danger of serious damage to health by prolonged exposure. Prolonged or repeated overexposure may cause central nervous system, kidney, liver, and lung damage.	

Further information

Symptoms may be delayed. Hydrogen sulfide, a highly toxic gas, may be present. Signs and symptoms of overexposure to hydrogen sulfide include respiratory and eye irritation, dizziness, nausea, coughing, a sensation of dryness and pain in the nose, and loss of consciousness. Odor does not provide a reliable indicator of the presence of hazardous levels in the atmosphere. Toxicological properties of this material have not been fully investigated.

12. Ecological information

Ecotoxicity Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

Components	Species	Test Results
Fuels, diesel, no. 2 (CAS 68476-34-6)		
Aquatic		
<i>Acute</i>		
Crustacea	EL50	Daphnia magna 68 mg/l, 48 hours
Fish	LL50	Oncorhynchus mykiss 65 mg/l, 96 hours
Naphthalene (CAS 91-20-3)		
Aquatic		
Crustacea	EC50	Water flea (Daphnia magna) 1.09 - 3.4 mg/l, 48 hours
Fish	LC50	Pink salmon (Oncorhynchus gorbuscha) 0.95 - 1.62 mg/l, 96 hours
n-Heptane (CAS 142-82-5)		
Aquatic		
Fish	LC50	Western mosquitofish (Gambusia affinis) 4924 mg/l, 96 hours
n-Hexane (CAS 110-54-3)		
Aquatic		
Fish	LC50	Fathead minnow (Pimephales promelas) 2.101 - 2.981 mg/l, 96 hours
Persistence and degradability	Not available.	
Bioaccumulative potential	Not available.	
Partition coefficient n-octanol / water (log Kow)		
Hexane (Other isomers) (CAS 96-14-0)	3.6	
Octane (All isomers) (CAS 111-65-9)	5.18	
n-Heptane (CAS 142-82-5)	4.66	
n-Hexane (CAS 110-54-3)	3.9	
n-Nonane (CAS 111-84-2)	5.46	
Mobility in soil	Not available.	
Other adverse effects	Not available.	

13. Disposal considerations

Disposal instructions	Dispose in accordance with all applicable regulations. This material and its container must be disposed of as hazardous waste. Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container.
Hazardous waste code	D001: Waste Flammable material with a flash point <140 °F
US RCRA Hazardous Waste U List: Reference	
Naphthalene (CAS 91-20-3)	U165
Waste from residues / unused products	Dispose of in accordance with local regulations.
Contaminated packaging	Offer rinsed packaging material to local recycling facilities.

14. Transport information**DOT**

UN number	UN1202
UN proper shipping name	Diesel fuel
Transport hazard class(es)	
Class	Combustible Liquid
Subsidiary risk	-
Packing group	III

DIESEL FUELS

913579 Version #: 04 Revision date: 23-May-2014 Print date: 23-May-2014

Prepared by 3E Company

Environmental hazards

Marine pollutant Yes
 Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
 Special provisions 144, B1, IB3, T2, TP1
 Packaging exceptions 150
 Packaging non bulk 203
 Packaging bulk 242

IATA

UN number UN1202
 UN proper shipping name Diesel fuel
 Transport hazard class(es)
 Class 3
 Subsidiary risk -
 Label(s) 3
 Packing group III
 Environmental hazards Yes
 ERG Code 3L
 Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number UN1202
 UN proper shipping name DIESEL FUEL
 Transport hazard class(es)
 Class 3
 Subsidiary risk -
 Label(s) 3
 Packing group III
 Environmental hazards
 Marine pollutant Yes
 EmS F-E, S-E
 Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable. However, this product is a liquid and if transported in bulk covered under MARPOL 73/78, Annex I.

15. Regulatory information**US federal regulations****TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

n-Nonane (CAS 111-84-2) 1.0 % One-Time Export Notification only.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Hexane (Other isomers) (CAS 96-14-0) LISTED
 Naphthalene (CAS 91-20-3) LISTED
 n-Heptane (CAS 142-82-5) LISTED
 n-Hexane (CAS 110-54-3) LISTED
 n-Nonane (CAS 111-84-2) LISTED
 Octane (All isomers) (CAS 111-65-9) LISTED

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - No
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Naphthalene	91-20-3	0 - 1

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Naphthalene (CAS 91-20-3)

n-Hexane (CAS 110-54-3)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.**US state regulations**

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

US. Massachusetts RTK - Substance List

Hexane (Other isomers) (CAS 96-14-0)

Naphthalene (CAS 91-20-3)

n-Heptane (CAS 142-82-5)

n-Hexane (CAS 110-54-3)

n-Nonane (CAS 111-84-2)

Octane (All isomers) (CAS 111-65-9)

US. New Jersey Worker and Community Right-to-Know Act

Fuels, diesel, no. 2 (CAS 68476-34-6)

Naphthalene (CAS 91-20-3)

n-Heptane (CAS 142-82-5)

n-Hexane (CAS 110-54-3)

n-Nonane (CAS 111-84-2)

Octane (All isomers) (CAS 111-65-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Fuels, diesel, no. 2 (CAS 68476-34-6)

Hexane (Other isomers) (CAS 96-14-0)

Naphthalene (CAS 91-20-3)

n-Heptane (CAS 142-82-5)

n-Hexane (CAS 110-54-3)

n-Nonane (CAS 111-84-2)

Octane (All isomers) (CAS 111-65-9)

US. Rhode Island RTK

Naphthalene (CAS 91-20-3)

n-Hexane (CAS 110-54-3)

US. California Proposition 65**US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance**

Benzene (CAS 71-43-2)

Toluene (CAS 108-88-3)

International Inventories

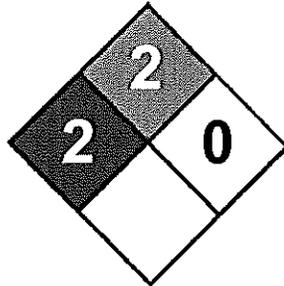
Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	No
Canada	Domestic Substances List (DSL)	No
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	No
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	No
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	No
New Zealand	New Zealand Inventory	No
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	No

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	13-May-2013
Revision date	23-May-2014
Version #	04
Further information	HMIS® is a registered trade and service mark of the NPCA.
NFPA Ratings	



Disclaimer

This material Safety Data Sheet (SDS) was prepared in accordance with 29 CFR 1910.1200 by Valero Marketing & Supply Co., ("VALERO"). VALERO does not assume any liability arising out of product use by others. The information, recommendations, and suggestions presented in this SDS are based upon test results and data believed to be reliable. The end user of the product has the responsibility for evaluating the adequacy of the data under the conditions of use, determining the safety, toxicity and suitability of the product under these conditions, and obtaining additional or clarifying information where uncertainty exists. No guarantee expressed or implied is made as to the effects of such use, the results to be obtained, or the safety and toxicity of the product in any specific application. Furthermore, the information herein is not represented as absolutely complete, since it is not practicable to provide all the scientific and study information in the format of this document, plus additional information may be necessary under exceptional conditions of use, or because of applicable laws or government regulations.



A Grade Premium Unleaded Gasoline Specifications

(Conventional Gasoline - This product does not meet the requirements for reformulated gasoline and may not be used in any reformulated gasoline covered area.)

Product Property	Test Method	Origin Test Results		Deliveries ^{1/}
		Minimum	Maximum	
Gravity, ° API	D287	Report		
Color		Undyed		
Volatility ^{2/}				
Benzene, vol %	D3606		4.9	
Mercaptan Sulfur, wt % ^{3/}	D3227		0.003	
Copper Corrosion	D130		1	
Silver Corrosion	D7667, 7671		1	
Gum, Existent, mg/100 ml	D381		4	5
Oxidation Stability, minutes	D525	240		
Phosphorus, g/gal	D3231		0.003	0.005
Lead, g/gal	D3237		0.010	0.05
Octane				
RON	D2699		Report	
MON	D2700		Report	
(R+M)/2		91.0		
Sulfur, ppm ^{4/}	D2622		80	
Oxygenates, vol%	D4815, D5599		0.05	
Haze Rating ^{5/}	D4176		2	3
NACE Corrosion	TM0172, D7548	B+		
Odor ^{6/}			Nonoffensive	

1/ Delivered products meets all applicable requirements at time and place of delivery.

2/ Refer to Seasonal Gasoline Volatility Schedule.

3/ Mercaptan Sulfur determination is waived if the result of the Doctor Test ASTM D4952 is negative.

4/ Gasoline exceeding the origin specification will be accepted from small refineries as defined in 40 CFR part 80 of the EPA regulations, subject to the special handling fee specified in Magellan Pipelines rules and regulations tariff.

5/ Compliance with ASTM D4176 will be determined using Procedure 2 at the following temperatures, adjusted seasonally:
 February 16 – September 30 55 °F max
 October 1 – February 15 45 °F max

6/ Any gasoline exhibiting an offensive odor and/or containing more than 0.30 wt % dicyclopentadiene will not be accepted for shipment.

XU Grade Ultra Low Sulfur #2 Diesel Fuel Specifications
Rocky Mountain System

Product Property	Test Method	Origin		Deliveries ^{1/}
		Minimum	Maximum	
Gravity, °API	D287	Report		
Color	D1500		2.5	3.0
Distillation	D86			
50% Recovered, °F			Report	
90% Recovered, °F		540	640	
OR				
Simulated Distillation	D2887			
50% Recovered, °F			Report	
90% Recovered, °F		572	672	
Copper Corrosion	D130		1	
Cetane				
(1) Cetane Number	D613	40.0		
OR (2) Cetane Index, procedure A	D4737	40.0		
Cetane Index ^{2/}	D976	40		
Flash Point, °F	D93	134		
Stability				
(1) Thermal, % reflectance	D6468 (W)	75		
	D6468 (Y)	82		
Aging Period (Minutes)	D6468	90		
OR (3) Oxidation, mg/100 ml	D2274		2.5	
Carbon Residue on 10% Bottoms, %	D524		0.35	
Cloud Point, °F	D2500		5/	
Pour Point, °F	D97		5/	
Viscosity, cSt at 104 °F	D445	1.9	4.1	
Ash, wt %	D482		0.01	
Haze Rating ^{6/}	D4176		2	3
NACE Corrosion	TM0172, D7548	B+		
Sulfur, ppm ^{7/8/}	D2622		12	

1/ Delivered products meets all applicable requirements at time and place of delivery.

2/ ASTM D976 data is required for low sulfur fuel oils to demonstrate aromatics compliance per the EPA.

XU Grade Ultra Low Sulfur #2 Diesel Fuel Specifications (continued)
Rocky Mountain System

5/	<u>Month</u>	<u>Pour Point °F, max.</u>	<u>Cloud Point °F, max</u>
	January	-20	+5
	February	-20	+5
	March	-20	+5
	April	Report	+20
	May	Report	+20
	June	Report	+20
	July	Report	+20
	August	Report	+20
	September	Report	+20
	October	-20	+5
	November	-20	+5
	December	-20	+5

6/ Compliance with ASTM D4176 will be determined using Procedure 2 at 77 °F or tank temperature at the time of sampling, whichever is lower.

7/ All results provided must use an EPA qualified instrument.

Additional Requirements:

Biodiesel: The use of any biodiesel fuel as a blending component is prohibited.

Dyes: X Grade shipments may not be dyed.

SOUTHERN COUNTIES OIL COMPANY, A CA LIMITED PARTNERSHIP

DBA SC FUELS

LIST OF REFERENCES

Company City of Pasadena
Address 1211 Southmore, Suite 201, Pasadena, TX 77502
Contact Bob Ward, Buyer
Phone Number 713-475-7864
Email rward@ci.pasadena.tx.us
Contract Term 3/5/15 – 3/4/18
Service Provided Supplier of gasoline and diesel

Company City of Galveston
Address 823 Rosenburg, Suite 306, Galveston, TX 77550
Contact Kevin Scott, Purchasing Agent
Phone Number 409-797-3574
Email purchasing@galvestontx.gov
Contract Term 2/15/17 – 2/14/18
Service Provided Supplier of gasoline and diesel

Company City of Port Arthur
Address 444 4th Street, 4th Floor, Port Arthur, TX 77640
Contact Charmaine Roberson, Purchasing Agent
Phone Number 409-983-8160
Email charmaine.roberson@portarthurtx.gov
Contract Term 7/18/17 – 7/17/18
Service Provided Supplier of diesel fuel

Company County of Waller
Address 836 Austin Street, Suite 221, Hempstead, TX 77445
Contact Alan Younts, County Auditor
Phone Number 979-826-7670
Email a.younts@wallercounty.us
Contract Term 1/1/17 – 12/31/17
Service Provided Supplier of gasoline and diesel

Company County of Brazoria
Address 451 N. Velasco Street, Suite 100, Angleton, TX 77515
Contact Lesa Girouard
Phone Number 979-864-1034
Email lesag@brazoria-county.com
Contract Term 10/1/16 – 9/26/18
Service Provided Supplier of gasoline and diesel

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REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 8, 2017</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u> </u>

<u>Budget</u>
Source of Funds: <u>015 (General CIP)</u>
Account Number: <u>051-7070-530-1100</u>
Amount Budgeted: <u>\$980,000</u>
Amount Requested: <u>\$95,922</u>
Budgeted Item: <u>YES</u> NO

- Exhibit: Vendor Access Report
- Exhibit: Proposal for Engineering Services Precast
- Exhibit: Proposal for Engineering Services Brick
- Exhibit: Proposal for Engineering Services Cedar

SUMMARY & RECOMMENDATION

The project consists of design and constructing an eight foot precast concrete fence along the south side of Spencer Highway from Farrington to Myrtle Creek and along the north side from Farrington to Valleybrook. The proposed sidewalk will extend from Farrington to Underwood Road.

At the September 26, 2016 meeting Council approved the addition of a decorative screening fencing/wall along Spencer Highway from Farrington to Myrtle Creek into to FY17 Economic Development Fund budget. Funding was allocated over two fiscal years with construction to take place fiscal year 17-18.

Fencing material options initially presented to the Economic Development Board (ED) and Council, included brick, cedar, and pre-cast concrete. Both the ED Board and Council approved the brick fence as the preferred material. These options were presented to the ED Board a second time for consideration, including preliminary construction cost estimates for each material, the ED Board approved the pre-cast concrete fence option. Additional funding for the sidewalk is available in the City wide sidewalk project if needed. The amount shown is the original fence budget only. Color and pattern options will be presented at a future Council meeting.

Request for Qualifications RFQ 17604 for Professional Engineering Services for Spencer Highway Fence and Sidewalk (on the south side of Spencer) was advertised on June 22 and June 29, posted on Public Purchase and the City's website. 36 companies downloaded the RFQ package and 3 submitted Statements of Qualifications.

An evaluation team consisting of the City Planner, Public Improvement Inspector and the City Engineer evaluated the Statement of Qualifications. After the evaluation process the evaluation team recommended Cobb Fendley and Associates Inc. for a Professional Services Contract.

Cobb Fendley submitted a design proposal attached in the amount of \$95,922.00.

Benefits:

A new fence construction will provide an aesthetic that blends seamlessly along the right of way and allows for improved maintenance of vegetation along the fence line and right of way.

Liabilities:

The City will be responsible for future mowing and maintenance along the fences.

Operating Costs:

N/A

Action Required by Council:

Consider approval or other action to authorize the City Manager to enter into a professional services agreement with Cobb Fendley and Associates Inc. for the design incorporating precast concrete fence, bidding, and construction phase services of Spencer Highway Fence and Sidewalk in the amount of \$95,922.00.

Approved for City Council Agenda

Corby D. Alexander

Date

**RFQ #17604 Professional Engineering Services for Spencer Highway Fence and Sidewalk Project
Evaluation Summary**

Criteria	Max Points	Cobb Fendley	KSA	Stantec
1. Qualifications/Experience	180	177	157	124
2. Work Performance	75	69	73	65
3. Capacity to Perform	45	44	36	35
Final Scores		290	266	224

Access Report

Agency

Bid Number

Bid Title

City of La Porte (TX)

17604

Professional Engineering Services for Spencer Highway Fence and Sidewalk Project

Vendor Name	Accessed First Time	Documents
IDC Inc.	2017-06-26 08:29 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Cobb, Fendley & Associates, Inc.	2017-06-26 10:56 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
KFW Engineers + Surveying	2017-06-27 09:24 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Binkley & Barfield, Inc.	2017-06-27 07:17 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Amani Engineering, Inc.	2017-06-27 11:34 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
AZTEC Engineering Group	2017-06-29 08:03 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Onvia	2017-06-23 06:01 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Delta Specialty contractors	2017-06-24 02:44 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
BidClerk	2017-06-27 01:04 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Binkley and Barfield, Inc.	2017-06-26 01:15 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Perkens WS Corporation	2017-06-27 11:17 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Sam Anderson Pvt Ltd	2017-06-23 10:20 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
KESPE LLC	2017-06-24 07:09 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
S&B Infrastructure, Ltd.	2017-06-26 12:13 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Freese and Nichols, Inc.	2017-06-28 11:25 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Professional Service Industries, Inc. (PSI)	2017-06-26 08:04 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Bury+Partners	2017-06-27 09:00 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Midwest Valley Consulting	2017-06-25 09:41 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Terra Associates, Inc.	2017-06-27 03:24 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Arias & Associates	2017-06-27 02:44 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
IDS Engineering Group	2017-06-26 11:37 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
The Blue Book Building & Construction Network	2017-06-23 09:26 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Kimley-Horn and Associates, Inc.	2017-06-27 09:13 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
RPS	2017-06-26 08:32 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
KSA Engineers, Inc.	2017-06-28 10:05 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
GC engineering	2017-06-27 11:45 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Braun Intertec	2017-06-28 04:03 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
SO	2017-06-23 05:47 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
IMS	2017-06-26 10:01 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Arceneaux & Gates Consulting	2017-07-11 02:25 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Huitt-Zollars, Inc.	2017-06-23 04:00 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Fivengineering	2017-06-28 02:04 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Construction Software Technologies	2017-06-26 04:22 PM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Advanced Starlight International	2017-06-26 08:43 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Public Works	2017-06-26 07:51 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf
Studio Balcones	2017-06-28 11:47 AM CDT	RFQ 17604 Spencer Highway Fence and Sidewalk Project .pdf



November 29, 2017

Mr. Don Pennell
Assistant Director of Public Works
City of La Porte
2963 North 23rd Street
La Porte, Texas 77571

Re: Proposal for Engineering Services for
Spencer Highway Fence and Sidewalk Project

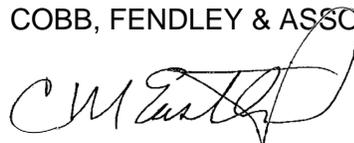
Dear Mr. Pennell:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this proposal to provide Professional Engineering Services along Spencer Highway in La Porte, Texas. CobbFendley proposes to provide the Scope of Services and Compensation as outlined in the attached Exhibit A.

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within sixty days of the date hereon. The opportunity to propose professional survey and engineering service to the City of La Porte is appreciated and we look forward to serving you on this project. Please advise if you have any questions or require additional information.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.


Charles M. Eastland,
P.E. Principal

Attachments

This proposal accepted by:

CITY OF LA PORTE, TEXAS

Signature

Print Name

Title

Date of Authorization

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION
Cobb, Fendley & Associates, Inc.
Proposal for Professional Engineering Services for
Spencer Highway Fence and Sidewalk Project

Project/Limits

The Spencer Highway Fence and Sidewalk Project includes the construction of new sidewalk on the south side of Spencer Highway from Underwood Road to Farrington Boulevard. The project also includes the construction new precast concrete fence on the north side of Spencer Highway from Valleybrook Drive to Farrington Boulevard and on the south side of Spencer Highway from Myrtle Creek Drive to Farrington Boulevard.

General

Cobb, Fendley & Associates, Inc. (CobbFendley) will perform professional engineering services as follows: provide topographic survey along Spencer Highway from Underwood Road to Farrington Boulevard and provide civil design drawings for construction.

Sub Consultants

CobbFendley shall subcontract any services not specifically offered by CobbFendley. It is not anticipated that any additional consultants will be used for this project.

Construction Estimate

The preliminary Opinion of Probable Construction Cost for this project are attached as Exhibit C.

BASIC SERVICES

CobbFendley will provide the following engineering services as part of its basic service. The specific items of service include:

Preliminary Sidewalk Feasibility Design Phase Services:

1. Perform utility records research on existing underground utilities and overhead utilities within the project limits.
2. Investigate and determine the feasibility of constructing sidewalk on the south side of Spencer Highway. Determine utility conflicts with proposed sidewalk and provide options and costs associated with resolving these conflicts. Prepare preliminary schematic design of fence and sidewalk for approval and present these findings to City staff.

Final Design Phase Services:

3. Provide final geometric design of the sidewalk and precast concrete fence. Submit plans for review at the 75% milestone.
4. Coordinate with and submit plans for review to Harris County Precinct 2.

5. Provide construction plan drawings. The plans will include, at a minimum, the following:
 - Cover Sheet
 - Overall Project Layout
 - Tree Removal/Demolition Plan
 - Typical Cross Sections
 - General Notes and Details
 - Survey Control Map
 - Traffic Control Plan
 - Sidewalk and Concrete Fence Layout
6. Prepare contract bidding documents consisting of technical specifications and contract documents outlining the construction contract requirements.
7. Prepare a 90% submittal of the construction documents for review and comment. Once all comments are received by all entities involved, CobbFendley will finalize the construction documents for bidding.
8. Provide preliminary and final construction cost estimates.

Bid Phase Services:

1. Distribute digital plans and specifications to City for placement in PublicPurchase.com. Address questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
2. Attend Pre-Bid and Bid Opening.
3. Evaluate bids and qualifications of the apparent low bidder and provide a recommendation of award letter.
4. Prepare and provide the City with three (3) sets of hard copy award documents and plans.

Construction Administration:

1. Attend and conduct preconstruction conference.
2. Review and respond to all submittals and request for information (RFI's) regarding the project improvements. Prepare change orders as necessary.
3. Attend and conduct substantial and final inspection of the project and prepare punch list as necessary.
4. Provide City with necessary close out documents, including as-builts of the project.

ADDITIONAL SERVICES

Surveying

CobbFendley, as the project surveyor shall:

1. Establish horizontal and vertical project control throughout the site. Vertical control will be tied to current TSARP datum.
2. Perform a Category 6, Condition II topographical survey of the project area in accordance with the requirements of the Texas Society of Professional Surveyors (TSPS) to locate existing utilities, appurtenances, trees and pavement providing cross sections of the following existing features: natural ground, concrete curbs and fences. Elevations will be obtained at a minimum of 100-ft intervals, back of curb to right-of-way on each side of Spencer Highway. Survey will occur on the south side of Spencer Highway from Underwood to Farrington. Survey will occur on the north side of Spencer Highway from the east bank of Big Island Slough to Farrington.
3. Perform a boundary survey of the project area in accordance with the requirements of the TSPS to locate existing right-of-way and property corners.
4. Prepare a survey drawing on a plan style sheet at a scale of 1"=20' horizontally or at the direction of the engineer. The drawing will depict the obtained field information and any record information provided by outside sources.

Public Meeting

1. Prepare a presentation or exhibits as needed for a City Council meeting and/or a public meeting. Attend and assist the City with City Council and/or public meetings.

Exclusions for the Scope of Services:

The services described above are the identified **BASIC AND ADDITIONAL SERVICES** for this assignment. Other items that may arise during the course of the project that the City may wish to add to the scope of services shall be deemed as **SUPPLEMENTAL ADDITIONAL SERVICES**. CobbFendley shall undertake such supplemental additional services as assigned by the City upon written direction from the City. Examples of such items are as follows:

1. Construction Management and Inspection
2. Materials Testing Services
3. Obtaining Construction Permits
4. Right-of-way Acquisition
5. Bidding project more than once
6. Geotechnical Engineering Investigation
7. Urban Forestry Services – Tree Preservation Plan
8. Any other services not specifically included within the description of the Basic Services and Additional Services as described above.

If supplemental services are requested by the City, CobbFendley will provide the City with a separate proposal for the supplemental work.

EXHIBIT B

BASIS OF COMPENSATION

BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge.

1.	PRELIMINARY FEASIBILITY DESIGN SERVICES (Lump Sum).....	<u>\$12,850</u>
2.	FINAL DESIGN PHASE SERVICES (Lump Sum)	<u>\$51,400</u>
3.	BID PHASE SERVICES (Lump Sum)	<u>\$4,050</u>
4.	CONSTRUCTION ADMINISTRATION (Lump Sum).....	<u>\$6,450</u>

ADDITIONAL SERVICES

5.	Surveying (Lump Sum).....	<u>\$16,172</u>
6.	Public Meeting (Hourly).....	<u>\$4,250</u>

Reimbursable Expenses

1.	Reproduction, mileage, delivery charges, etc.	\$750
TOTAL, Basic & Additional Services incl. Reimbursables.....		<u>\$95,922</u>

ADDITIONAL SERVICES

The Compensation to be paid to CobbFendley for providing any ADDITIONAL SERVICES under this agreement shall be based on the rate schedule included in the Agreement. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service, and will be rounded to the nearest half hour.

Lump sum fees will be negotiated for particular, defined assignments at the request of the City. When an occasion arises which the City desires to be covered by a lump sum fee, CobbFendley will negotiate an acceptable fee with the City and prepare an addendum to this Agreement which describes the scope of services to be provided and the fee. The addendum will be effective only after its signature by both parties.

Direct Personnel Expense means salaries and wages paid to CobbFendley's employees plus payroll related costs and benefits such as payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable hereto. Reimbursable Direct Expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges.

EXHIBIT C - PRECAST CONCRETE FENCE

Client: City of La Porte

Project Name: Spencer Highway Fence and Sidewalk Project

Date: 11/29/17

Opinion of Probable Construction Cost

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price
BASE BID					
SECTION 1 - GENERAL ITEMS					
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 20,000.00	\$ 20,000.00
2	Traffic Control and Regulation, in Accordance with Drawings and Specifications	LS	1	\$ 4,000.00	\$ 4,000.00
3	Erosion/Sediment Control in Accordance with TPDES Requirements, Including Notice of Intent (NOI) and Notice of Termination (NOT)	LS	1	\$ 1,000.00	\$ 1,000.00
4	Tree and Plant Protection, Including Tree and Stump Removal, Root Pruning	LS	1	\$ 10,000.00	\$ 10,000.00
5	Adjust Valve or Manhole Rim to Grade	EA	2	\$ 400.00	\$ 800.00
6	Block Sodding	SY	1400	\$ 5.00	\$ 7,000.00
7	Remove and Dispose of Existing Fence (All Types)	LF	5560	\$ 5.00	\$ 27,800.00
SUBTOTAL SECTION 1					\$ 70,600.00
SECTION 2 - SIDEWALK AND FENCING					
8	4-Inch Concrete Sidewalk	SF	21,125	\$ 5.00	\$ 105,625.00
9	Concrete Ramps, All Types	EA	7	\$ 1,250.00	\$ 8,750.00
10	Precast Concrete Fence (8-feet)	LF	5,560	\$ 115.00	\$ 639,400.00
SUBTOTAL SECTION 2					\$ 753,775.00
TOTAL SECTIONS 1-2					\$ 824,375.00
10% CONTINGENCY					\$ 82,437.50
TOTAL BASE BID PRICE					\$ 906,812.50

Survey Department Cost Estimate Worksheet (2017 Rates)

Date	29-Nov-17
Proposal Number	P-2017-1211
Project Number	
Location	Spencer Highway La Porte
Type of project	Topo & Row
Client	Jason

2017 CFA Billing Rates

Staff Type	Labor/Staff Code	Billing Rate/hr	Estimated Hours	Cost
Project Manager	0340	\$210.00		\$0.00
LSLS	3950	\$225.00		\$0.00
RPLS	1650	\$160.00	6	\$960.00
Technician III	T340	\$120.00	28	\$3,360.00
Technician II	T240	\$110.00		\$0.00
Technician I	T140	\$90.00	8	\$720.00
4-Man Field Crew	6010	\$180.00		\$0.00
3-Man Field Crew	1410	\$160.00	56	\$8,960.00
2-Man Field Crew	1510	\$140.00		\$0.00
Abstractor	1290	\$120.00		\$0.00
GPS Technician	7250	\$110.00	15	\$1,650.00
GPS Receiver	n/a	\$37.00	6	\$222.00
Expenses, deed copies, plats, mileage, etc.				\$300.00
Totals			119	\$16,172.00

TOPOGRAPHICAL SURVEY LIMITS



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



1" = 400'

-  PROPOSED FENCE
-  PROPOSED SIDEWALK



Legend

-  City Limits
-  Railroad
-  Drainage Channels

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

La Porte GIS Mapping



November 29, 2017

Mr. Don Pennell
Assistant Director of Public Works
City of La Porte
2963 North 23rd Street
La Porte, Texas 77571

Re: Proposal for Engineering Services for
Spencer Highway Fence and Sidewalk Project

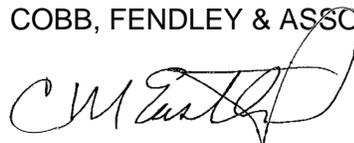
Dear Mr. Pennell:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this proposal to provide Professional Engineering Services along Spencer Highway in La Porte, Texas. CobbFendley proposes to provide the Scope of Services and Compensation as outlined in the attached Exhibit A.

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within sixty days of the date hereon. The opportunity to propose professional survey and engineering service to the City of La Porte is appreciated and we look forward to serving you on this project. Please advise if you have any questions or require additional information.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.


Charles M. Eastland,
P.E. Principal

Attachments

This proposal accepted by:

CITY OF LA PORTE, TEXAS

Signature

Print Name

Title

Date of Authorization

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION
Cobb, Fendley & Associates, Inc.
Proposal for Professional Engineering Services for
Spencer Highway Fence and Sidewalk Project

Project/Limits

The Spencer Highway Fence and Sidewalk Project includes the construction of new sidewalk on the south side of Spencer Highway from Underwood Road to Farrington Boulevard. The project also includes the construction new Single Wythe Brick fence on the north side of Spencer Highway from Valleybrook Drive to Farrington Boulevard and on the south side of Spencer Highway from Myrtle Creek Drive to Farrington Boulevard.

General

Cobb, Fendley & Associates, Inc. (CobbFendley) will perform professional engineering services as follows: provide topographic survey along Spencer Highway from Underwood Road to Farrington Boulevard and provide civil design drawings for construction.

Sub Consultants

CobbFendley shall subcontract any services not specifically offered by CobbFendley. It is not anticipated that any additional consultants will be used for this project.

Construction Estimate

The preliminary Opinion of Probable Construction Cost for this project are attached as Exhibit C.

BASIC SERVICES

CobbFendley will provide the following engineering services as part of its basic service. The specific items of service include:

Preliminary Sidewalk Feasibility Design Phase Services:

1. Perform utility records research on existing underground utilities and overhead utilities within the project limits.
2. Investigate and determine the feasibility of constructing sidewalk on the south side of Spencer Highway. Determine utility conflicts with proposed sidewalk and provide options and costs associated with resolving these conflicts. Prepare preliminary schematic design of fence and sidewalk for approval and present these findings to City staff.

Final Design Phase Services:

3. Provide final geometric design of the sidewalk and Single Wythe Brick fence. Submit plans for review at the 75% milestone.
4. Coordinate with and submit plans for review to Harris County Precinct 2.

5. Provide construction plan drawings. The plans will include, at a minimum, the following:
 - Cover Sheet
 - Overall Project Layout
 - Tree Removal/Demolition Plan
 - Typical Cross Sections
 - General Notes and Details
 - Survey Control Map
 - Traffic Control Plan
 - Sidewalk and Concrete Fence Layout
6. Prepare contract bidding documents consisting of technical specifications and contract documents outlining the construction contract requirements.
7. Prepare a 90% submittal of the construction documents for review and comment. Once all comments are received by all entities involved, CobbFendley will finalize the construction documents for bidding.
8. Provide preliminary and final construction cost estimates.

Bid Phase Services:

1. Distribute digital plans and specifications to City for placement in PublicPurchase.com. Address questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
2. Attend Pre-Bid and Bid Opening.
3. Evaluate bids and qualifications of the apparent low bidder and provide a recommendation of award letter.
4. Prepare and provide the City with three (3) sets of hard copy award documents and plans.

Construction Administration:

1. Attend and conduct preconstruction conference.
2. Review and respond to all submittals and request for information (RFI's) regarding the project improvements. Prepare change orders as necessary.
3. Attend and conduct substantial and final inspection of the project and prepare punch list as necessary.
4. Provide City with necessary close out documents, including as-builts of the project.

ADDITIONAL SERVICES

Surveying

CobbFendley, as the project surveyor shall:

1. Establish horizontal and vertical project control throughout the site. Vertical control will be tied to current TSARP datum.
2. Perform a Category 6, Condition II topographical survey of the project area in accordance with the requirements of the Texas Society of Professional Surveyors (TSPS) to locate existing utilities, appurtenances, trees and pavement providing cross sections of the following existing features: natural ground, concrete curbs and fences. Elevations will be obtained at a minimum of 100-ft intervals, back of curb to right-of-way on each side of Spencer Highway. Survey will occur on the south side of Spencer Highway from Underwood to Farrington. Survey will occur on the north side of Spencer Highway from the east bank of Big Island Slough to Farrington.
3. Perform a boundary survey of the project area in accordance with the requirements of the TSPS to locate existing right-of-way and property corners.
4. Prepare a survey drawing on a plan style sheet at a scale of 1"=20' horizontally or at the direction of the engineer. The drawing will depict the obtained field information and any record information provided by outside sources.

Public Meeting

1. Prepare a presentation or exhibits as needed for a City Council meeting and/or a public meeting. Attend and assist the City with City Council and/or public meetings.

Exclusions for the Scope of Services:

The services described above are the identified **BASIC AND ADDITIONAL SERVICES** for this assignment. Other items that may arise during the course of the project that the City may wish to add to the scope of services shall be deemed as **SUPPLEMENTAL ADDITIONAL SERVICES**. CobbFendley shall undertake such supplemental additional services as assigned by the City upon written direction from the City. Examples of such items are as follows:

1. Construction Management and Inspection
2. Materials Testing Services
3. Obtaining Construction Permits
4. Right-of-way Acquisition
5. Bidding project more than once
6. Geotechnical Engineering Investigation
7. Urban Forestry Services – Tree Preservation Plan
8. Any other services not specifically included within the description of the Basic Services and Additional Services as described above.

If supplemental services are requested by the City, CobbFendley will provide the City with a separate proposal for the supplemental work.

EXHIBIT B

BASIS OF COMPENSATION

BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge.

1.	PRELIMINARY FEASIBILITY DESIGN SERVICES (Lump Sum).....	<u>\$15,785</u>
2.	FINAL DESIGN PHASE SERVICES (Lump Sum)	<u>\$63,139</u>
3.	BID PHASE SERVICES (Lump Sum)	<u>\$4,050</u>
4.	CONSTRUCTION ADMINISTRATION (Lump Sum).....	<u>\$6,450</u>

ADDITIONAL SERVICES

5.	Surveying (Lump Sum).....	<u>\$16,172</u>
6.	Public Meeting (Hourly)	<u>\$4,250</u>

Reimbursable Expenses

1.	Reproduction, mileage, delivery charges, etc.	\$750
TOTAL, Basic & Additional Services incl. Reimbursables.....		<u>\$110,596</u>

ADDITIONAL SERVICES

The Compensation to be paid to CobbFendley for providing any ADDITIONAL SERVICES under this agreement shall be based on the rate schedule included in the Agreement. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service, and will be rounded to the nearest half hour.

Lump sum fees will be negotiated for particular, defined assignments at the request of the City. When an occasion arises which the City desires to be covered by a lump sum fee, CobbFendley will negotiate an acceptable fee with the City and prepare an addendum to this Agreement which describes the scope of services to be provided and the fee. The addendum will be effective only after its signature by both parties.

Direct Personnel Expense means salaries and wages paid to CobbFendley's employees plus payroll related costs and benefits such as payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable hereto. Reimbursable Direct Expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges.

EXHIBIT C - SINGLE WYTHE BRICK FENCE

Client: City of La Porte

Project Name: Spencer Highway Fence and Sidewalk Project

Date: 11/29/17

Opinion of Probable Construction Cost

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price
BASE BID					
SECTION 1 - GENERAL ITEMS					
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 20,000.00	\$ 20,000.00
2	Traffic Control and Regulation, in Accordance with Drawings and Specifications	LS	1	\$ 4,000.00	\$ 4,000.00
3	Erosion/Sediment Control in Accordance with TPDES Requirements, Including Notice of Intent (NOI) and Notice of Termination (NOT)	LS	1	\$ 1,000.00	\$ 1,000.00
4	Tree and Plant Protection, Including Tree and Stump Removal, Root Pruning	LS	1	\$ 10,000.00	\$ 10,000.00
5	Adjust Valve or Manhole Rim to Grade	EA	2	\$ 400.00	\$ 800.00
6	Block Sodding	SY	1400	\$ 5.00	\$ 7,000.00
7	Remove and Dispose of Existing Fence (All Types)	LF	5560	\$ 5.00	\$ 27,800.00
SUBTOTAL SECTION 1					\$ 70,600.00
SECTION 2 - SIDEWALK AND FENCING					
8	4-Inch Concrete Sidewalk	SF	21,125	\$ 5.00	\$ 105,625.00
9	Concrete Ramps, All Types	EA	7	\$ 1,250.00	\$ 8,750.00
10	Single Wythe Brick Fence (8-feet)	LF	5,560	\$ 145.00	\$ 806,200.00
SUBTOTAL SECTION 2					\$ 920,575.00
TOTAL SECTIONS 1-2					\$ 991,175.00
10% CONTINGENCY					\$ 99,117.50
TOTAL BASE BID PRICE					\$ 1,090,292.50

Survey Department Cost Estimate Worksheet (2017 Rates)

Date	29-Nov-17
Proposal Number	P-2017-1211
Project Number	
Location	Spencer Highway La Porte
Type of project	Topo & Row
Client	Jason

2017 CFA Billing Rates

Staff Type	Labor/Staff Code	Billing Rate/hr	Estimated Hours	Cost
Project Manager	0340	\$210.00		\$0.00
LSLS	3950	\$225.00		\$0.00
RPLS	1650	\$160.00	6	\$960.00
Technician III	T340	\$120.00	28	\$3,360.00
Technician II	T240	\$110.00		\$0.00
Technician I	T140	\$90.00	8	\$720.00
4-Man Field Crew	6010	\$180.00		\$0.00
3-Man Field Crew	1410	\$160.00	56	\$8,960.00
2-Man Field Crew	1510	\$140.00		\$0.00
Abstractor	1290	\$120.00		\$0.00
GPS Technician	7250	\$110.00	15	\$1,650.00
GPS Receiver	n/a	\$37.00	6	\$222.00
Expenses, deed copies, plats, mileage, etc.				\$300.00
Totals			119	\$16,172.00

TOPOGRAPHICAL SURVEY LIMITS



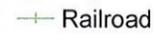
City of La Porte
 604 W. Fairmont Parkway
 La Porte, TX 77571
 (281) 471-5020
 www.laportetx.gov



1" = 400'

-  PROPOSED FENCE
-  PROPOSED SIDEWALK



- Legend
-  City Limits
 -  Railroad
 -  Drainage Channels

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

La Porte GIS Mapping



November 29, 2017

Mr. Don Pennell
Assistant Director of Public Works
City of La Porte
2963 North 23rd Street
La Porte, Texas 77571

Re: Proposal for Engineering Services for
Spencer Highway Fence and Sidewalk Project

Dear Mr. Pennell:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this proposal to provide Professional Engineering Services along Spencer Highway in La Porte, Texas. CobbFendley proposes to provide the Scope of Services and Compensation as outlined in the attached Exhibit A.

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within sixty days of the date hereon. The opportunity to propose professional survey and engineering service to the City of La Porte is appreciated and we look forward to serving you on this project. Please advise if you have any questions or require additional information.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

Charles M. Eastland,
P.E. Principal

This proposal accepted by:

CITY OF LA PORTE, TEXAS

Signature

Print Name

Title

Date of Authorization

Attachments

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION
Cobb, Fendley & Associates, Inc.
Proposal for Professional Engineering Services for
Spencer Highway Fence and Sidewalk Project

Project/Limits

The Spencer Highway Fence and Sidewalk Project includes the construction of new sidewalk on the south side of Spencer Highway from Underwood Road to Farrington Boulevard. The project also includes the construction of a new 8-foot cedar fence on the north side of Spencer Highway from Valleybrook Drive to Farrington Boulevard and on the south side of Spencer Highway from Myrtle Creek Drive to Farrington Boulevard.

General

Cobb, Fendley & Associates, Inc. (CobbFendley) will perform professional engineering services as follows: provide topographic survey along Spencer Highway from Underwood Road to Farrington Boulevard and provide civil design drawings for construction.

Sub Consultants

CobbFendley shall subcontract any services not specifically offered by CobbFendley. It is not anticipated that any additional consultants will be used for this project.

Construction Estimate

The preliminary Opinion of Probable Construction Cost for this project are attached as Exhibit C.

BASIC SERVICES

CobbFendley will provide the following engineering services as part of its basic service. The specific items of service include:

Preliminary Sidewalk Feasibility Design Phase Services:

1. Perform utility records research on existing underground utilities and overhead utilities within the project limits.
2. Investigate and determine the feasibility of constructing sidewalk on the south side of Spencer Highway. Determine utility conflicts with proposed sidewalk and provide options and costs associated with resolving these conflicts. Prepare preliminary schematic design of fence and sidewalk for approval and present these findings to City staff.

Final Design Phase Services:

3. Provide final geometric design of the sidewalk and precast concrete fence. Submit plans for review at the 75% milestone.
4. Coordinate with and submit plans for review to Harris County Precinct 2.

5. Provide construction plan drawings. The plans will include, at a minimum, the following:
 - Cover Sheet
 - Overall Project Layout
 - Tree Removal/Demolition Plan
 - Typical Cross Sections
 - General Notes and Details
 - Survey Control Map
 - Traffic Control Plan
 - Sidewalk and Concrete Fence Layout
6. Prepare contract bidding documents consisting of technical specifications and contract documents outlining the construction contract requirements.
7. Prepare a 90% submittal of the construction documents for review and comment. Once all comments are received by all entities involved, CobbFendley will finalize the construction documents for bidding.
8. Provide preliminary and final construction cost estimates.

Bid Phase Services:

1. Distribute digital plans and specifications to City for placement in PublicPurchase.com. Address questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
2. Attend Pre-Bid and Bid Opening.
3. Evaluate bids and qualifications of the apparent low bidder and provide a recommendation of award letter.
4. Prepare and provide the City with three (3) sets of hard copy award documents and plans.

Construction Administration:

1. Attend and conduct preconstruction conference.
2. Review and respond to all submittals and request for information (RFI's) regarding the project improvements. Prepare change orders as necessary.
3. Attend and conduct substantial and final inspection of the project and prepare punch list as necessary.
4. Provide City with necessary close out documents, including as-builts of the project.

ADDITIONAL SERVICES

Surveying

CobbFendley, as the project surveyor shall:

1. Establish horizontal and vertical project control throughout the site. Vertical control will be tied to current TSARP datum.
2. Perform a Category 6, Condition II topographical survey of the project area in accordance with the requirements of the Texas Society of Professional Surveyors (TSPS) to locate existing utilities, appurtenances, trees and pavement providing cross sections of the following existing features: natural ground, concrete curbs and fences. Elevations will be obtained at a minimum of 100-ft intervals, back of curb to right-of-way on each side of Spencer Highway. Survey will occur on the south side of Spencer Highway from Underwood to Farrington. Survey will occur on the north side of Spencer Highway from the east bank of Big Island Slough to Farrington.
3. Perform a boundary survey of the project area in accordance with the requirements of the TSPS to locate existing right-of-way and property corners.
4. Prepare a survey drawing on a plan style sheet at a scale of 1"=20' horizontally or at the direction of the engineer. The drawing will depict the obtained field information and any record information provided by outside sources.

Public Meeting

1. Prepare a presentation or exhibits as needed for a City Council meeting and/or a public meeting. Attend and assist the City with City Council and/or public meetings.

Exclusions for the Scope of Services:

The services described above are the identified **BASIC AND ADDITIONAL SERVICES** for this assignment. Other items that may arise during the course of the project that the City may wish to add to the scope of services shall be deemed as **SUPPLEMENTAL ADDITIONAL SERVICES**. CobbFendley shall undertake such supplemental additional services as assigned by the City upon written direction from the City. Examples of such items are as follows:

1. Construction Management and Inspection
2. Materials Testing Services
3. Obtaining Construction Permits
4. Right-of-way Acquisition
5. Bidding project more than once
6. Geotechnical Engineering Investigation
7. Urban Forestry Services – Tree Preservation Plan
8. Any other services not specifically included within the description of the Basic Services and Additional Services as described above.

If supplemental services are requested by the City, CobbFendley will provide the City with a separate proposal for the supplemental work.

EXHIBIT B

BASIS OF COMPENSATION

BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge.

1.	PRELIMINARY FEASIBILITY DESIGN SERVICES (Lump Sum).....	<u>\$12,850</u>
2.	FINAL DESIGN PHASE SERVICES (Lump Sum)	<u>\$35,495</u>
3.	BID PHASE SERVICES (Lump Sum)	<u>\$4,050</u>
4.	CONSTRUCTION ADMINISTRATION (Lump Sum).....	<u>\$6,450</u>

ADDITIONAL SERVICES

5.	Surveying (Lump Sum).....	<u>\$16,172</u>
6.	Public Meeting (Hourly).....	<u>\$4,250</u>

Reimbursable Expenses

1.	Reproduction, mileage, delivery charges, etc.	\$750
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TOTAL, Basic & Additional Services incl. Reimbursables..... **\$80,017**

ADDITIONAL SERVICES

The Compensation to be paid to CobbFendley for providing any ADDITIONAL SERVICES under this agreement shall be based on the rate schedule included in the Agreement. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service, and will be rounded to the nearest half hour.

Lump sum fees will be negotiated for particular, defined assignments at the request of the City. When an occasion arises which the City desires to be covered by a lump sum fee, CobbFendley will negotiate an acceptable fee with the City and prepare an addendum to this Agreement which describes the scope of services to be provided and the fee. The addendum will be effective only after its signature by both parties.

Direct Personnel Expense means salaries and wages paid to CobbFendley's employees plus payroll related costs and benefits such as payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable hereto. Reimbursable Direct Expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges.

EXHIBIT C - CEDAR FENCE

Client: City of La Porte

Project Name: Spencer Highway Fence and Sidewalk Project

Date: 11/29/17

Opinion of Probable Construction Cost

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price
BASE BID					
SECTION 1 - GENERAL ITEMS					
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 20,000.00	\$ 20,000.00
2	Traffic Control and Regulation, in Accordance with Drawings and Specifications	LS	1	\$ 4,000.00	\$ 4,000.00
3	Erosion/Sediment Control in Accordance with TPDES Requirements, Including Notice of Intent (NOI) and Notice of Termination (NOT)	LS	1	\$ 1,000.00	\$ 1,000.00
4	Tree and Plant Protection, Including Tree and Stump Removal, Root Pruning	LS	1	\$ 10,000.00	\$ 10,000.00
5	Adjust Valve or Manhole Rim to Grade	EA	2	\$ 400.00	\$ 800.00
6	Block Sodding	SY	1400	\$ 5.00	\$ 7,000.00
7	Remove and Dispose of Existing Fence (All Types)	LF	5560	\$ 5.00	\$ 27,800.00
SUBTOTAL SECTION 1					\$ 70,600.00
SECTION 2 - SIDEWALK AND FENCING					
8	4-Inch Concrete Sidewalk	SF	21,125	\$ 5.00	\$ 105,625.00
9	Concrete Ramps, All Types	EA	7	\$ 1,250.00	\$ 8,750.00
10	Cedar Fence (8-feet, 3 rail, running board, capped, incl. ties)	LF	5,560	\$ 50.00	\$ 278,000.00
SUBTOTAL SECTION 2					\$ 392,375.00
TOTAL SECTIONS 1-2					\$ 462,975.00
10% CONTINGENCY					\$ 46,297.50
TOTAL BASE BID PRICE					\$ 509,272.50

Survey Department Cost Estimate Worksheet (2017 Rates)

Date	29-Nov-17
Proposal Number	P-2017-1211
Project Number	
Location	Spencer Highway La Porte
Type of project	Topo & Row
Client	Jason

2017 CFA Billing Rates

Staff Type	Labor/Staff Code	Billing Rate/hr	Estimated Hours	Cost
Project Manager	0340	\$210.00		\$0.00
LSLS	3950	\$225.00		\$0.00
RPLS	1650	\$160.00	6	\$960.00
Technician III	T340	\$120.00	28	\$3,360.00
Technician II	T240	\$110.00		\$0.00
Technician I	T140	\$90.00	8	\$720.00
4-Man Field Crew	6010	\$180.00		\$0.00
3-Man Field Crew	1410	\$160.00	56	\$8,960.00
2-Man Field Crew	1510	\$140.00		\$0.00
Abstractor	1290	\$120.00		\$0.00
GPS Technician	7250	\$110.00	15	\$1,650.00
GPS Receiver	n/a	\$37.00	6	\$222.00
Expenses, deed copies, plats, mileage, etc.				\$300.00
Totals			119	\$16,172.00

TOPOGRAPHICAL SURVEY LIMITS



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



1" = 400'

-  PROPOSED FENCE
-  PROPOSED SIDEWALK



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

La Porte GIS Mapping

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 8, 2018
Requested By: Don Pennell
Department: Public Works
Report: Resolution: Ordinance:
Other: _____

Appropriation

Source of Funds: 032 CDBG Grant
Account Number: 032-9892-530-1100
Amount Budgeted: \$1,500,000.00
Amount Requested: N/A
Budgeted Item: YES NO

Attachments :

1. Contract Amendment

SUMMARY & RECOMMENDATIONS

Phase II of the Little Cedar Bayou drainage improvements was approved by Council January 23, 2017. This project is funded by the Texas General Land Office for communities impacted by the 2008 hurricanes. Funds for the project were allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery Program (CDBG) July 7, 2011. This project was delayed obtaining Harris County Flood Control land, easement and design approval. Final approval is within days of the writing of this request.

During the delay the Texas General Land office has requested an amendment to the contract documents. This amendment incorporates additional HUD provisions the GLO is now requiring in contracts and updates the HUD 4010 form and Wage Rate Determination.

Action Required of Council:

Consider approval or other action to authorize the City Manager to approve amendment to the Phase II Little Cedar Bayou Drainage Improvement Contract.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

AMENDMENT NO. 1

AMENDMENT to CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR THE CONSTRUCTION OF LITTLE CEDAR BAYOU PHASE II IMPROVEMENTS, by and between the City of La Porte and Paskey Incorporated, the Contractor for GLO CONTRACT NO. 12-218-000-5518.

Description of Amendment:

1. Addition of mandatory standards and policies to:

GENERAL CONDITIONS - PART I FOR CONSTRUCTION

51. Reporting Requirements

The Contractor shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).

52. Patent Rights

The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (24 CFR 85.36 (i) (8)).

53. Copyrights and Rights in Data

The Contractor shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).

54. Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

2. The following documents are hereby made a part of the contract:

FEDERAL LABOR STANDARDS PROVISIONS (HUD 4010) AS OF AUGUST 1, 2016

Federal Labor Standards Provisions (HUD 4010) Form updated as of August 1, 2016 to reflect change of liquidated damages associated with contractor or subcontractor underpayment violation of overtime wages. The liquidated damages fee is increased from \$10/day per violation to \$25/day per violation as reflected in amendment to the Contract Work Hours and Safety Standards Act (CWHSSA). (29 CFR 5.8(a) Liquidated damages under the Contract Work Hours and Safety Standards Act)

PROJECT SPECIFIC WAGE DETERMINATION – GENERAL DECISION NUMBER: TX170067 01/06/2017

The applicable Wage Determination is updated to reflect Department of Labor issuance of General Decision Number: TX170067 on January 6, 2017.

3. All other terms and conditions of the Contract Documents are to remain unchanged.

Signature: Elected Official

Signature: Contractor

Printed Name

Printed Name

Date

Date

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3. (ii)(b).

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Concrete Paving Float.....	\$ 9.30
Concrete Paving Saw.....	\$ 10.01
Concrete Paving Spreader.....	\$ 9.32
Concrete Rubber.....	\$ 9.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel.....	\$ 11.35
Crusher or Screening Plant Operator.....	\$ 11.00
ELECTRICIAN.....	\$ 16.15
Flagger.....	\$ 7.25
Form Builder (Structures).....	\$ 9.96
Form Liner - Paving & Curb.....	\$ 9.03
Form Setter (PAVING/CURB).....	\$ 8.86
Form Setter-Structures.....	\$ 9.05
Foundation Drill Operator, Crawler Mounted.....	\$ 12.59
Foundation Drill Operator, Truck Mounted.....	\$ 12.73
Front End Loader.....	\$ 9.29
Labor Common.....	\$ 7.45
Laborer-Utility.....	\$ 8.53
Lineperson.....	\$ 7.50
MANHOLE BUILDER (Brick).....	\$ 8.49
MECHANIC.....	\$ 11.38
Milling Machine Operator.....	\$ 10.43
Mixer.....	\$ 7.94
Motor Grader FINE GRADE.....	\$ 11.11
Other.....	\$ 10.67
Oiler.....	\$ 9.56
Painter-Structures.....	\$ 14.00
Pavement Marking Machine.....	\$ 7.45
Piledriver.....	\$ 10.96
Pipe layer.....	\$ 8.49
Reinforcing Steel Setter Paving.....	\$ 12.50

Reinforcing Steel Setter Structures.....	\$ 12.47
Roller, Pneumatic, Self Propelled.....	\$ 7.96
Roller, Steel Wheel Other Flatwheel or Tamping.....	\$ 7.61
Roller, Steel Wheel Plant Mix Pavements.....	\$ 9.25
Scraper.....	\$ 8.69
Servicer.....	\$ 9.51
SIGN ERECTOR.....	\$ 10.06
Sign Installer.....	\$ 7.45
Slipform Machine Operator.....	\$ 9.20
Spreader Box Operator.....	\$ 9.08
Steelworker Structural.....	\$ 10.35
Tractor-Crawler Type.....	\$ 10.12
Tractor-Pneumatic.....	\$ 8.99
Traveling Mixer.....	\$ 9.35
Trenching Machine, Heavy.....	\$ 13.56
Trenching Machine, Light.....	\$ 10.50
Truck Driver Lowboy Float.....	\$ 11.29
Truck Driver Single Axle Heavy...\$	8.76
Truck Driver Single Axle, Light.....	\$ 8.15
Truck Driver Tandem Axle Semi-Trailer.....	\$ 8.00
Wagon Drill, Boring Machine.....	\$ 10.15
WELDER.....	\$ 10.43
Work Zone Barricade.....	\$ 7.45

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: January 8, 2018
Requested By: Ian Clowes
Department: Planning & Development
Report: Resolution: Ordinance:
Other: _____

Appropriation
Source of Funds: N/A
Account Number: _____
Amount Budgeted: _____
Amount Requested: _____
Budgeted Item: YES NO

Attachments :

- 1. Ordinance**
- 2. Deed without warranty**
- 3. Appraisal Summary**
- 4. CenterPoint No Objection**
- 5. AT&T No Objection**
- 6. Comcast No Objection**
- 7. Area Map**

SUMMARY & RECOMMENDATIONS

The City has received and processed an application from Ms. Lalia Gutierrez to vacate, abandon and close a portion of the Cedar Ave. ROW, adjacent to the applicant's property located on Garfield Blvd and described as lots 1-3, Block 17, Sylvan Beach Subdivision. Total area of the requested closure equals 12,000 square feet. Staff's review of the application has determined no City or franchised utilities exist within the closing area.

In accordance with Sections 62-32 of the City's Code of Ordinances, an appraisal of the subject alley has been obtained by the City in order to establish fair market value. The appraisal report has established a value of \$1.75 per square foot for the subject right-of-way. Closing fees in the amount of \$21,000.00 have been paid by the applicant and placed in escrow pending final consideration and action by Council.

Action Required of Council:

Consider approval of an ordinance or other action vacating, abandoning, and closing a portion of the Cedar Ave. ROW, adjacent to lots 1-3, Block 17, Sylvan Beach Subdivision, and authorize the City Manager to execute a deed to the applicant for the subject ROW.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2018-_____

AN ORDINANCE VACATING, ABANDONING AND CLOSING A PORTION OF THE CEDAR AVENUE RIGHT-OF-WAY LOCATED IN BLOCK 17 OF THE SYLVAN BEACH SUBDIVISION AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNERS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of La Porte has been requested by the record owner of the property abutting the hereinafter described portion of the Cedar Avenue right-of-way located within Block 17 of the Sylvan Beach First Subdivision, to vacate, abandon and close said portion of the Cedar Avenue right-of-way, and;

WHEREAS, the City Council of the City of La Porte has determined and does hereby find, determine, and declare that the hereinafter described portion of the Cedar Avenue right-of-way, located within Block 17 of the Sylvan Beach First Subdivision is not suitable, needed, or beneficial to the public as a public road, street, or alley, and the closing of hereinafter described portion of the Cedar Avenue right-of-way, located within Block 17 of the Sylvan Beach First Subdivision is for the protection of the public and for the public interest and benefit, and that the hereinafter described portion of the Cedar Avenue right-of-way, located within Block 17 of the Sylvan Beach First Subdivision should be vacated, abandoned, and permanently closed.

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

Section 1. Under and by virtue of the power granted to the City of La Porte under its home rule charter, Chapter 62 of the City of La Porte Code of Ordinances and Chapter 253, Texas Local Government Code, the hereinafter described portion of the Cedar Avenue right-of-way, located within Block 17 of the Sylvan Beach First Subdivision is hereby permanently vacated, abandoned, and closed by the City of La Porte, such right-of-way being generally illustrated on Exhibit "A" incorporated herein, and further described to wit:

Being a 12,000 square foot tract of land (80' X 150') located within Block 17 of the Sylvan Beach Subdivision, being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found for the Southeast corner of Lot 1 of Block 17 of the Sylvan Beach First Subdivision in Harris County, Texas, shown by plat or map recorded in Vol. 3, Pg. 72 Map Records of Harris County, Texas, said point being in the Northerly line of Cedar Ave.;

THENCE, South 22 deg. 43 min. 10 sec. West, through Cedar Ave., 80.00 feet to a point for corner in the Southerly line of Cedar Ave.;

THENCE, North 68 deg. 24 min. 34 sec. West in a Southerly line of Cedar Ave., 150.62 feet to a point for corner in same;

THENCE, North 22 deg. 43 min. 10 sec. East, through Cedar Ave., 80.00 feet to a ½" iron rod found for the Southwest corner of Lot 3, Block 17 of said Sylvan Beach First Subdivision;

THENCE, South 68 deg. 24 min. 34 sec. East, with the Southerly line of Lots 3, 2, and 1, and with the Northerly line of Cedar Ave., 150.62 feet to the POINT OF BEGINNING.

Section 2. That the abandonment, vacation and closure provided for herein is made and accepted subject to all present zoning and deed restrictions if the latter exist, and all easements, whether apparent or non-apparent, aerial, surface or underground.

Section 3. That the abandonment, vacation and closure provided for herein shall extend only to the public right, title, easement and interest and shall be construed to extend only to that interest which the governing body for the City of La Porte may legally and lawfully abandon, vacate and close.

Section 4. That the City Manager is hereby authorized to execute and deliver a Deed Without Warranty to the abutting owner upon completion of all conditions and requirements set forth in this Ordinance.

Section 5. That the abutting property owner shall pay all costs associated with procedures necessitated by the request to abandon this street segment, plus compensation for the market value of the abandoned property in accordance Chapter 62 of the City of La Porte Code of Ordinances.

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, 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 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 8: If any part or portion of this ordinance shall be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair any remaining portions or provisions of the ordinance.

Section 9. This ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED THIS _____ DAY OF JANUARY 2018.

CITY OF LA PORTE, TEXAS

By:

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assistant City Attorney



CEDARE AVE. BLOCK 17 SYLVAN BEACH

R.O.W
To Be Closed

 Subject Parcel



This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 70 feet



DECEMBER 2017
PLANNING DEPARTMENT

DEED WITHOUT WARRANTY

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

Date: _____, 2018

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

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

Grantee: Lalia Enriquez Gutierrez

Mailing Address: 3938 W. Alabama St. Apt. 5 Houston, TX 77027

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

Property: (including any improvements):

Being a 12,000 square foot tract of land located within Block 17 of the Sylvan Beach Subdivision, being more particularly described by metes and bounds as follows:

BEGINNING at a ½” iron rod found for the Southeast corner of Lot 1 of Block 17 of the Sylvan Beach First Subdivision in Harris County, Texas, shown by plat or map recorded in Vol. 3, Pg. 72 Map Records of Harris County, Texas, said point being in the Northerly line of Cedar Ave.;

THENCE, South 22 deg. 43 min. 10 sec. West, through Cedar Ave., 80.00 feet to a point for corner in the Southerly line of Cedar Ave.;

THENCE, North 68 deg. 24 min. 34 sec. West in a Southerly line of Cedar Ave., 150.62 feet to a point for corner in same;

THENCE, North 22 deg. 43 min. 10 sec. East, through Cedar Ave., 80.00 feet to a ½” iron rod found for the Southwest corner of Lot 3, Block 17 of said Sylvan Beach First Subdivision;

THENCE, South 68 deg. 24 min. 34 sec. East, with the Southerly line of Lots 3, 2, and 1, and with the Northerly line of Cedar Ave., 150.62 feet to the POINT OF BEGINNING. of the herein described tract, which tract was vacated, abandoned and closed by City of La Porte Ordinance No. 2018-_____ passed and approved by the City Council of the City of La Porte on the _____ day of _____, 2018.

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

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

Attest:

City of La Porte, Texas

Patrice Fogarty
City Secretary

By: _____
Corby D. Alexander
City Manager

Approved:

Clark T. Askins
Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on ____ day of _____, 2018, by Corby D. Alexander, City Manager of the City of La Porte, Texas, a municipal corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

PREPARED IN THE LAW OFFICE OF:

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

R.C. Chuoke & Associates, Inc.
Appraisers & Consultants

P.O. Box 1447
League City, Texas 77574

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

November 8, 2017

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

RE: Restricted Appraisal regarding the estimated **Market Value** of a portion of Cedar Avenue right of way, Town of La Porte, Harris County, Texas.

Dear Sirs:

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

BRIEF LEGAL DESCRIPTION OF PROPERTY

Known as approximately 12,000 square feet tract of land out of a portion of Cedar Avenue right of way adjacent to Lots 1, 2, & 3 of Block 17, Town of the Sylvan Beach First Subdivision, Harris County, Texas. (See survey as provided).

I hereby certify that I have personally inspected the property described via a street inspection and that all data gathered by my investigation is from sources believed reliable and true. In preparing this Restricted Appraisal, a study of comparable sales and other related market data was performed.

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

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

Sales of generally similar properties in the subject neighborhood were researched that had locations that range from primary to secondary type roadways. The subject's market area generally has access public utilities. The subject site is a rectangular shaped tract land. The subject's site size is reported at 12,000 square feet (80' X 150') per the metes and bounds description as provided. The subject site appears to be partially affected by its proximity to Little Cedar Bayou and is located in the 100 year flood plain. The Highest and Best Use of the subject property is determined to be for use a street right of way or for use by adjacent property owners due to its configuration. Adjacent and nearby property uses on the north and east boundaries of the subject property are single family detached houses. A small motel/apartment project lies to the west and unimproved property lies to the south. The client and intended user of this appraisal is the City of La Porte only. The intended use is to estimate the current market value of the subject property of this analysis as described above for use in establishing a market value for the subject property by the client and intended user only. There has been no transfer of the subject property noted for the past 36 months per appraisal district records. The effective date of the appraisal and inspection is October 17, 2017. The date of the report is November 8, 2017. The estimated exposure time is up to 24 months.

A unit value range of between \$1.00 PSF to \$3.00 PSF was noted from the comparable lot sales before any adjustments were made. All of the comparable lot sales were unimproved or effectively unimproved lots with existing road frontage and access on paved public streets which were generally superior to the subject tract. After adjustments, it is my opinion the estimated unit value range for the subject property would be between **\$1.50 PSF to \$2.00 PSF** with an estimated mid-range value of **\$1.75 PSF** before any additional discounting by the City.

Therefore the unit market value of the subject tract is estimated at **\$1.75 PSF which is based on 100% fee simple ownership with no discounting applied.**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Chris Chuoke". The signature is written in a cursive, flowing style.

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



June 15, 2017

Andy Rolf
3938 West Alabama #5
Houston, Texas 77027

Re: Street & Alley Closure at N. Cedar Avenue @ S. Broadway, LaPorte, Texas
R/W File # 95198

Dear Mr. Rolf:

The City of LaPorte, Texas has been asked to close and abandon a portion of North Cedar Avenue, a street dedicated by the plat of Sylvan Beach First Addition, a subdivision out of the Johnson Hunter Survey, Abstract No. 35, of Harris County, Texas, according to the map or plat thereof recorded under Volume 3, Page 72 of the Map records of said county and state.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that it has no facilities located within the area to be abandoned. Therefore, CenterPoint Energy will interpose no objection to the partial closure of N. Cedar Ave., as shown by the hatched area on the attached Exhibit "A".

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the City of LaPorte, Texas forward a copy of the final abandonment ordinance to CenterPoint Energy in order to complete our files and to update our map records.

Yours truly,

A handwritten signature in blue ink that reads "Rosemary Valdez".

Rosemary Valdez, SR/WA
Right of Way Agent
713-207-6027

Enclosures



July 27, 2017

Andy Rolf
Rolf Realtors
P.O. Box 1284
LaPorte, Texas 77572-1284

RE: "Consent to the Abandon" of a portion of N. Cedar Street, LaPorte, Harris County, Texas. (R.O.W. Job # LP 00317-M)

Dear Mr. Rolf,

Southwestern Bell Telephone Company (SWBT) offers "**No Objection**" to the Abandonment of a portion of the 80' wide N. Cedar Street Right-of-Way, that extends southeast from Texas State Highway 146 (Broadway) at its longest point 248' to its terminus, located within Block 17, of Sylvan Beach First Subdivision, a Subdivision in Harris County, Texas, recorded in Volume 3, Page 72, of the Harris County Map Records, Harris County, Texas, as shown on Survey prepared by Texas Star Surveying, dated March 28th, 2017, Job # 036217-06, and as described in your Acceptance Letter, dated June 27th, 2017.

If you have any questions or need any additional information please contact me by email at sm8285@att.com.

Sincerely,

Sonya Merrill
Manager-Engineering Design
Right-of-Way



June 28, 2017

Mr. Andy Rolf
P.O. Box. 1284
La Porte, TX 77572

To Whom It May Concern:

Re: Comcast "Consent to Abandon" a portion of N Cedar Street Right of Way located south of Lots 1, 2, 3, 4, and 5, Block 17, in the Sylvan Beach Subdivision, the City of La Porte, TX.

Please accept this letter as notification that Comcast of Houston LLC, herein referred to as Comcast has no objection to the release and abandonment of a portion of N Cedar Street Right of Way located south of Lots 1, 2, 3, 4, and 5, Block 17, in the Sylvan Beach Subdivision, as Comcast has no facilities within said right of way. Please reference the attached hereto survey as exhibit "A" as a pictorial depiction of the referenced right of ways to be released and abandoned.

Sincerely,

A handwritten signature in blue ink that reads "Chris Grey". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Chris Grey
Construction Supervisor, Design and Serviceability



CEDARE AVE. BLOCK 17 SYLVAN BEACH

R.O.W
To Be Closed

 Subject Parcel



This product is for informational purposes and may not have been prepared for or be suitable for legal purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

1 inch = 70 feet



DECEMBER 2017
PLANNING DEPARTMENT

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>January 8, 2017</u>
Requested By: <u>Ray Nolen</u>
Department: <u>EMS</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u> </u>

<u>Appropriation</u>
Source of Funds: <u>N/A</u>
Account Number: <u> </u>
Amount Budgeted: <u> </u>
Amount Requested: <u> </u>
Budgeted Item: YES NO

Exhibits: Copy of ABC Contract

Exhibits: Exhibit A – ABC Area Map

Exhibits:

SUMMARY & RECOMMENDATION

Contract renewal between the City of La Porte EMS and the Association of Bayport Companies (ABC) for Emergency Medical Service for a period of thirty-six (36) months. Bayport Industrial District is the area located south of Fairmont Pkwy with area boundaries depicted in map labeled – Exhibit A.

The attached 2017-20 contract is calculated at a rate of \$29.37 per employee, per year. This is an increase of \$1.94 per employee per year over the previous period’s negotiated contract rate. The total contract amount invoiced will be based on an Average Daily Population at each company. Companies that elect to not participate in the contract will be assessed a \$5000 per response Non-Member fee.

The contract will expire on September 30, 2020.

Contract History:

The Bayport Industrial District occupies the unincorporated area south of Fairmont Parkway mostly between the Union Pacific Railroad just west of Hwy 146 and Red Bluff Rd. with a small portion located east of Hwy 146 on Port Road. The City of La Porte began entering into a contract for fee based EMS coverage for this area in 1984 due to La Porte being the closest EMS resource to the area. In June of 2008, the City Council approved a Non-Member fee in the amount of \$1,500 per response in addition to any patient billing for companies electing to not remit their contract fees to the City for EMS service. In June of 2017, City Council approved an increase in the Non-Member fee from \$1,500 per response to \$5,000 per response for companies choosing to not remit EMS contract fees and subsequently needing an EMS response.

EMS contract fees are based on the following customary formula:

Total EMS operating budget divided by the current La Porte population equals the per capita fee. A 10% administrative fee is then added to the per capita fee along with any associated Capital Improvement Project fees that are divided out over a specified time period and include an additional 10% administrative fee. This fee is then divided by 3 due to the average worker only being present at work a third of the day.

Contractual History:

FY	2014-15	2015-16	2016-17
# 911 Responses	102	87	80*
# Members	53	49	45
# Non-Member’s	62	69	74

Contract Revenue	\$163,729	\$154,238	\$112,613
Patient Revenue	\$40,701	\$24,575	\$26,000 *
Total Revenue	\$204,430	\$178,813	\$138,613

* Estimated due to EMS billing software change still not complete.

EMS has an average transport rate of 50% and only charges for patients that are transported or treated above and beyond a set of vitals and any needed bandaging and splinting.

Recommend that council approve the City Manager to execute the submitted contract for providing Emergency Medical Service to the companies and area located within the Bayport Industrial District.

Action Required by Council:

Consider approval or other action authorizing the City Manager to execute a Contract with the companies and area located within the Bayport Industrial District for the City of La Porte EMS.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

CONTRACT

STATE OF TEXAS '

COUNTY OF HARRIS '

THIS CONTRACT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation, of Harris County, Texas, hereinafter referred to as "LA PORTE"; and the ASSOCIATION OF BAYPORT COMPANIES, INC., a Texas non-profit corporation, hereinafter referred to as "A.B.C.",

WITNESETH:

WHEREAS, A.B.C is in need of certain Emergency Medical Services for the benefit of the A.B.C. member companies located in its Service Area, which Service Area is depicted as the area shaded in red on the map attached hereto as Exhibit "A"; and

WHEREAS, LA PORTE is able and willing to provide said governmental services to A.B.C., upon the terms, conditions, and covenants herein contained:

I.

GENERAL PROVISIONS

For and during the three year period beginning on the 1st day of October, 2017, and ending on the 30th day of September, 2020, LA PORTE agrees to furnish to A.B.C., the emergency medical services hereinafter more specifically described. This agreement shall remain in effect after September 30, 2020 by automatically renewing for successive one year periods, until cancelled by either party hereto giving ninety (90) days written notice to the other party.

II.

For and in consideration of the emergency medical services to be provided by LA PORTE, A.B.C. agrees to pay LA PORTE the sum of Twenty Nine Dollars & Thirty Seven Cents (\$29.37) per on-site employee of the membership companies belonging to the ASSOCIATION OF BAYPORT COMPANIES, INC. and situated within the Service Area, per year. Such payment shall be made annually on or before the 1st day of October of each year of the contract period. The first annual payment shall be due on or before October 1, 2017. The employee count, which A.B.C. represents to LA PORTE to be approximately between Five Thousand (5,000) and Six Thousand (6,000) on an annual basis, shall be based upon the number of full-time equivalent, on-site employees and shall include the number of recurring-contract workers (such as maintenance contracts that are used for scheduled plant maintenance). The number of covered personnel is to be provided by each individual A.B.C. member company within the Service Area and furnished by A.B.C. for the computation of the annual fee, which shall occur on or before October 1, 2017. Thereafter, A.B.C. shall furnish to LA PORTE said census count furnished to them during the month of September during each year of this contract.

A.B.C. shall immediately notify LA PORTE of the addition of any new company to its

membership, and the employee count, as herein defined, of such new member company.

A member company of A.B.C. which is in default of its payments to A.B.C. and LA PORTE hereunder, shall be subject to a "Non-Member Fee" of Five Thousand Dollars (\$5000.00) per EMS response as provided in LA PORTE's Emergency Medical Service Fee Ordinance.

III.

LA PORTE agrees to provide emergency medical services within the Service Area, which shall include the property of the A.B.C. member companies and the public streets situated therein, SAVE AND EXCEPT any portion of the Service Area which has been or becomes annexed by a city other than LA PORTE. However, LA PORTE will continue to provide emergency medical services in those portions of the Service Area that have been or become annexed by a city other than LA PORTE, if LA PORTE has a separate interlocal agreement with other such city for provision of emergency medical service. LA PORTE shall transport patients to one of the nearest hospitals providing emergency services that is defined by the "Transport Policy" of the City of La Porte Emergency Medical Services. LA PORTE shall be permitted to charge, to each patient, its most current and customary Emergency Medical Service charges as adopted by City Council.

IV.

Sole discretion will rest with the LA PORTE Director of Emergency Medical Services, or his duly authorized assistants, as to the personnel and equipment that will answer each emergency medical services request, provided, emergency medical services protection will be adequate (meaning reasonable protection, considering available personnel and equipment of LA PORTE's Emergency Medical Services) and dispatch of personnel and equipment to provide emergency medical services within the corporate limits of the City of La Porte.

V.

COMPLIANCE WITH LAW AND ORDINANCES

LA PORTE agrees to operate the ambulances in accordance with the requirements of State and Federal law, and applicable municipal or county ordinances, as the same now exist, and as may be amended from time to time hereafter.

VI.

LIABILITY INSURANCE

During the term of this Contract and any extension thereof, LA PORTE shall purchase and keep in full force and effect, public liability insurance on each of its ambulance units, and professional liability insurance (malpractice insurance) on each of its employees administering patient care, with minimum limits of \$100,000.00 for each single occurrence for injury to or destruction of property; \$100,000.00 for each person; and \$300,000.00 for each accident. LA PORTE shall keep and maintain

Workers' Compensation insurance on its employees. LA PORTE shall maintain collision and liability insurance on the ambulances, with at least maximum limits of \$100,000.00 for each single occurrence for injury to or destruction of property; \$100,000.00 for each person; \$300,000.00 for each single occurrence for bodily injury or death; and uninsured and under-insured motorists coverage providing at least \$100,000.00 for each person, and \$300,000.00 for each single occurrence for bodily injury or death. Notwithstanding the foregoing, LA PORTE shall not be required to obtain insurance in excess of liability limits established in the Texas Tort Claims Act, Section 101.001 et seq, of the Texas Civil Practice and Remedies Code, in cases where said Act is applicable. LA PORTE shall file certificates of insurance coverage with A.B.C. during the terms of this Contract and any extension thereof. On all said insurance policies, A.B.C. shall be named as an additional insured.

VII.

REVOCAION OF CONTRACT

Either A.B.C. or LA PORTE may cancel this Contract, without cause, after giving at least ninety (90) days written notice to the non-canceling party. Such notice shall be sent by LA PORTE to A.B.C. at Post Office Box 691, La Porte, Texas 77572-0691. Such notice shall be sent by A.B.C. to LA PORTE at 604 West Fairmont Parkway, La Porte, Texas 77571.

VIII.

TERM

This Contract shall become effective at 12:00 A.M. Central Time, on the 1st day of October, 2017, and shall remain in full force and effect until midnight on the 30th day of September, 2020, unless otherwise cancelled as provided in paragraph VII above. However, if not sooner cancelled, this agreement shall remain in effect after September 30, 2020, by automatically renewing for successive one year periods, until cancelled by either party hereto giving ninety (90) days written notice to the other party. This Contract is entered into subject to the Charter and Ordinances of the City of La Porte, and all applicable state and federal laws.

IX.

This Contract constitutes the entire agreement between the parties and supersedes all prior contemporaneous communications or agreements, written or oral. This Contract may be amended only by a written instrument signed by all parties.

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

EXECUTED IN DUPLICATE ORIGINALS, as of this the ___ day of _____, 2017.

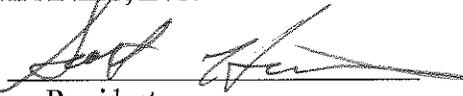
CITY OF LA PORTE, TEXAS

By: _____
Corby D. Alexander
City Manager

ATTEST:

Patrice Fogarty
City Secretary

ASSOCIATION OF BAYPORT
COMPANIES, INC.

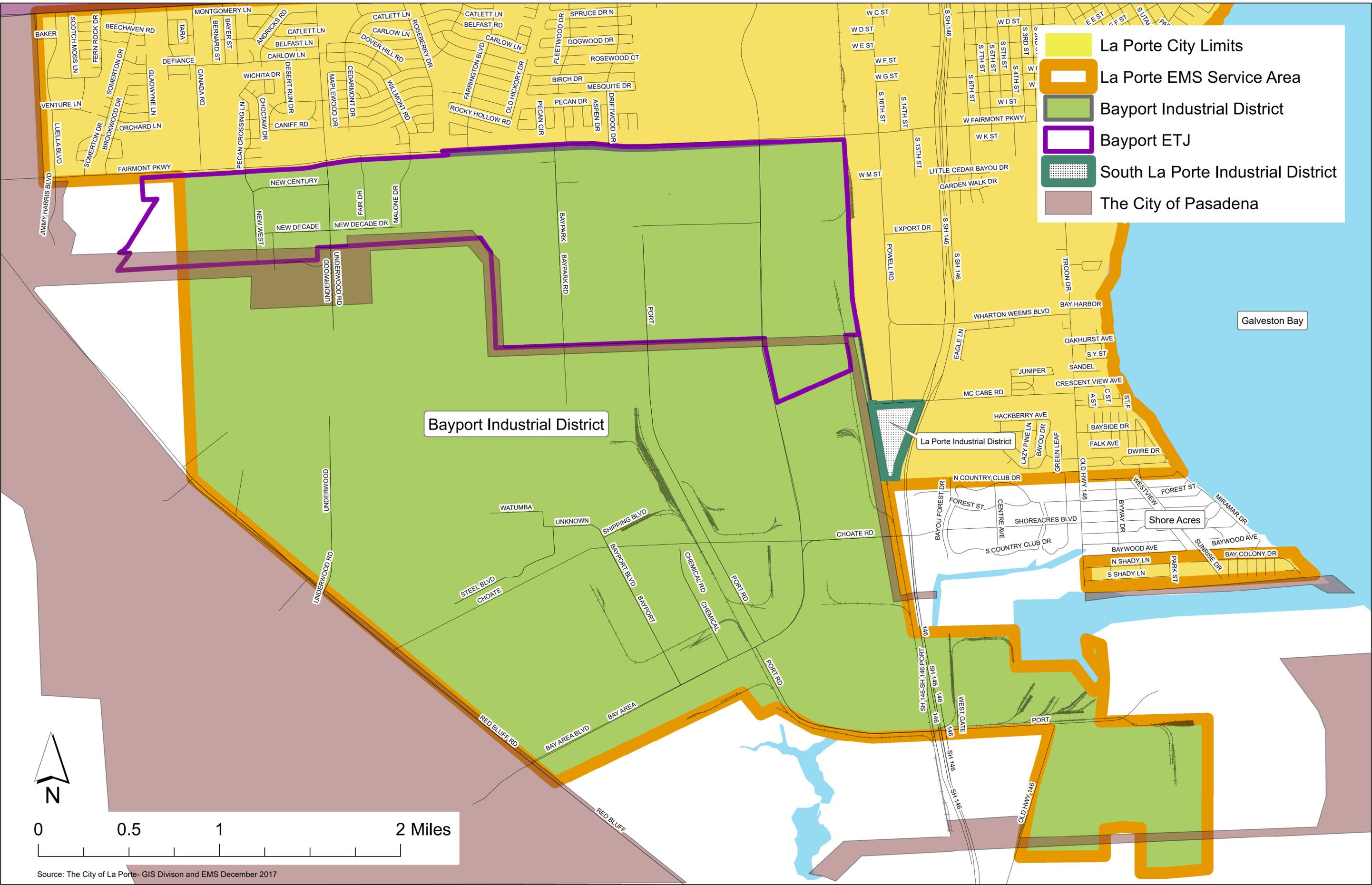
By: 
President

ATTEST:

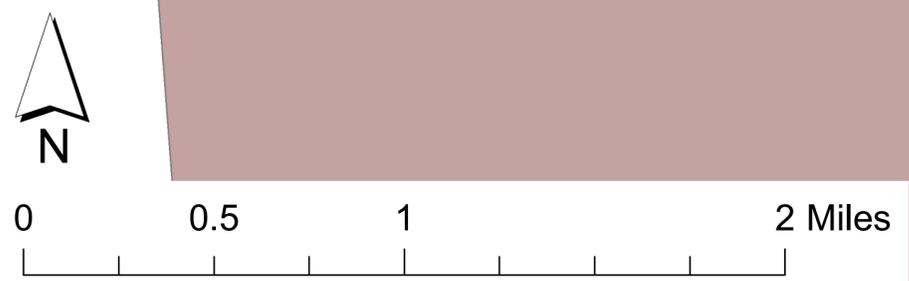
Colleen Hicks,
Secretary



The City of La Porte Bayport Industrial District EMS Service Area Map 2018



- La Porte City Limits
- La Porte EMS Service Area
- Bayport Industrial District
- Bayport ETJ
- South La Porte Industrial District
- The City of Pasadena



Source: The City of La Porte- GIS Division and EMS December 2017



Council Agenda Item January 8, 2018

7. ADMINISTRATIVE REPORTS

- Planning and Zoning Committee Meeting, Thursday, January 18, 2018
- Fiscal Affairs Committee Meeting, Monday, January 22, 2018
- City Council Meeting, Monday, January 22, 2018
- Zoning Board of Adjustment Meeting, Thursday, January 25, 2018

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

9. ADJOURN
