

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 March 26, 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 Ben Rosenberger, Bayshore Baptist Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Danny Earp.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Recognition - Retirement of Dennis Hlavaty (City of La Porte Golf Course) - Mayor Rigby
 - (b) Proclamation - La Porte Special Olympics Shrimp Boil Day - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)
6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding minutes of the meeting held on March 12, 2018 - P. Fogarty
 - (b) Consider approval or other action to exercise option for 3 year extension of commercial solid waste franchise agreement with WCA Waste Corporation - D. Pennell
 - (c) Consider approval or other action regarding Bid #18010 for Audio Visual Equipment Upgrade at City of La Porte Police Department - K. Gauthier
 - (d) Consider approval or other action authorizing the City Manager to execute a professional services contract with Burditt Consultants, L.L.C., for the design, bidding and construction phase services for design and construction of new facilities at Five Points, with a total authorization of \$52,485.00 - D. Pennell
7. **AUTHORIZATIONS/ORDINANCES**
 - (a) Consider approval or other action regarding an Ordinance amending Chapter 74 "Utilities" of the Code of Ordinances by eliminating front foot development fees for water and sewer services - C. Alexander
8. **REPORTS**
 - (a) Receive report of the La Porte Development Corporation Board - Councilmember Ojeda
9. **ADMINISTRATIVE REPORTS**
 - City Council Meeting, Monday, April 9, 2018
 - Planning and Zoning Commission Meeting, Thursday, April 19, 2018

- City Council Meeting, Monday, April 23, 2018
- Zoning Board of Adjustment, Thursday, April 26, 2018

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

11. EXECUTIVE SESSION

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

Texas Government Code, Section 551.074 -Personnel Matter: Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Patrice Fogarty, City Secretary

Texas Government Code, Section 551.071(1)(A) -Pending or Contemplated Litigation: Meet with City Attorney and City Manager to discuss CMV enforcement issues raised by Perez Logistics.

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

13. ADJOURN

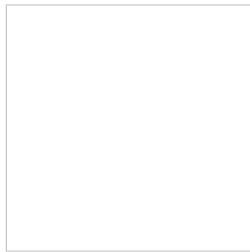
The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code (the Texas open meetings laws).

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

CERTIFICATION

I certify that a copy of the March 26, 2018 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on March 20, 2018.

Patrice Fogarty



**Council Agenda Item
March 26, 2018**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Ben Rosenberger, Bayshore Baptist Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Danny Earp.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Recognition - Retirement of Dennis Hlavaty (City of La Porte Golf Course) - Mayor Rigby
 - (b) Proclamation - La Porte Special Olympics Shrimp Boil Day - Mayor Rigby
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Dennis Hlavaty became the second member of the City of La Porte's Bay Forest Golf Course team in December of 1987. After more than 30 years as the Course Superintendent at Bay Forest, Dennis retired March 23, 2018.

When Dennis came on board at Bay Forest, the course was still in the construction phase – the grass had just been sprigged. Thus he not only nurtured the course from its infancy, he was significantly involved as well in development of the overall facility – parking lot, maintenance facility, irrigation system, etc. He did it all with a special passion for excellence, working to make Bay Forest one of the finest municipal golf courses in Texas. And his work paid off. In little more than five years after its opening, Bay Forest was ranked among the Top 20 of municipal courses in the state by the Dallas Morning News.

Many days you could see Dennis on the course from just after sunrise to just before sunset – and into the dark on countless occasions as well. Thanks as well to his ability to put together and lead a great staff of employees, Dennis oversaw numerous course projects, all aimed at establishing and maintaining a quality golf experience for the thousands of guests who visit the course each year.

Along the way, as you might imagine, he has developed many friendships with Bay Forest patrons and fellow employees. And while he won't be "punching the clock" each day, he and his lovely wife Trina plan to play plenty of golf at the course he nurtured for more than 3 decades. They will therefore continue to be an important part of the Bay Forest family.

Thank you, Dennis Hlavaty, for your service to the City of La Porte. Your dedication and hard work have enriched the golfing experience in our community for thousands of our residents and visitors. And you and Trina have been great ambassadors for the city as well.



Proclamation

Office of the Mayor

WHEREAS, the La Porte Special Olympics provides year round athletic training for participants; and

WHEREAS, the La Porte Special Olympics Participants, Special Programs Staff and Volunteers wish to raise funds to help support our athletes' participation in Special Olympics Texas by providing a shrimp boil; and

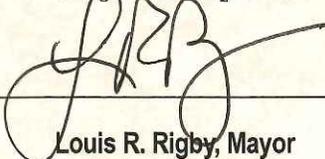
WHEREAS, the shrimp boil will be held Saturday, April 21st, serving meals from 11:00 a.m. until 1:00 p.m. at the Norman L. Malone Senior Center located at 1322 South Broadway. Tickets are \$12.00 each, or also available in books of 10 tickets to share with family and friends, for \$120.00 each. We invite everyone to continue to support the La Porte Special Olympics program by purchasing tickets for the Shrimp Boil to help make it possible for our athletes to compete in this fun and worthwhile event; and

NOW, THEREFORE, I, Louis R. Rigby, Mayor of the City of La Porte, along with members of the La Porte City Council do hereby proclaim April 21, 2018, as

La Porte Special Olympics Shrimp Boil Day

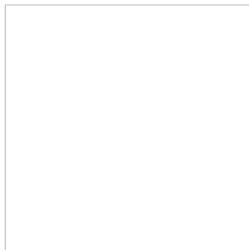
In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 26th day of March 2018.

City of La Porte



Louis R. Rigby, Mayor





**Council Agenda Item
March 26, 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.)*

- (a) Consider approval or other action regarding minutes of the meeting held on March 12, 2018 - P. Fogarty
- (b) Consider approval or other action to exercise option for 3 year extension of commercial solid waste franchise agreement with WCA Waste Corporation - D. Pennell
- (c) Consider approval or other action regarding Bid #18010 for Audio Visual Equipment Upgrade at City of La Porte Police Department - K. Gauthier
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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF LA PORTE
MARCH 12, 2018**

The City Council of the City of La Porte met in a regular meeting on **Monday, March 12, 2018**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Ojeda, J. Martin, K. Martin, 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 Gig Rohmfield, First Baptist Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Chuck Engelken.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Carolyn Fincher, 1307 Bluebonnet, Taylor Lake Village, TX, addressed Council with concerns of the City's development fees and the impact as a real estate broker.

5. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding the minutes of the meeting held on February 26, 2018 – P. Fogarty
 - (b) Consider approval or other action regarding an Ordinance authorizing the execution of an Industrial District Agreement with North Horizon Ventures, LLC., for 3.761-acre tract of property located in the Bayport Industrial District, east of Bay Park Road on Fairmont Parkway – S. Wolny
 - (c) Receive 2017 Comprehensive Annual Financial (CAFR) Report – M. Dolby
 - (d) Consider approval or other action awarding Bid # 18007 for Temporary Labor Services Re-Bid – D. Pennell

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3697: AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH NORTH HORIZON VENTURES, LLC., FOR THE TERM COMMENCING JANUARY 1, 2008 AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF**

Councilmember Engelken made a motion to approve Consent Agenda Items pursuant to staff recommendations. Councilmember Leonard 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

6. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) Public hearing to receive comments regarding the recommendation by the Planning and Zoning Commission to approve an Ordinance amending Chapter 106 “Zoning” of the Code of Ordinances of the City of La Porte by amending regulations related to the placement of Hotels and Motels in certain zoning districts; 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 the placement of Hotels and Motels in certain zoning districts – I. Clowes

The public hearing opened at 6:06 p.m.

City Planner Ian Clowes presented a summary.

There being no public comments, the hearing closed at 6:11 p.m.

Councilmember Earp 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 by amending regulations related to the placement of Hotels and Motels in certain zoning districts. Councilmember Kaminski seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2018-3698: AN ORDINANCE AMENDING CHAPTER 106 “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY AMENDING REGULATIONS RELATED TO THE PLACEMENT OF HOTELS AND MOTELS IN CERTAIN ZONING DISTRICTS; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINDED IN A SUM NOT TO EXCEED TWO THOUSAND DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

7. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding City of La Porte development utility fees – C. Alexander

City Manager Corby Alexander presented a summary.

Councilmember Earp informed council that the requirement for utilities is to be put “to and thru” property when it is being developed, and the fee charged by the City is on top of the tap fees. In addition, Councilmember Earp commented he would like to see the impact fee go away.

Councilmember Zemanek asked if the fees being charged by the City is for work the City did not perform. Public Works Director Don Pennell advised the exception is the Dollar General Store being built on S. Broadway where the waterline was installed in about 1965, when it was still a MUD; and the City will recoup the cost of the line being installed. In addition, Mr. Pennell advised any development along Underwood Road, Fairmont Parkway, and Spencer Highway where water lines have been for years, the fee would pay for the line that was installed 20 years ago.

Councilmember Earp made a motion to do away with development utility fee. Councilmember Zemanek seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

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

8. REPORTS

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

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

- (b) Receive report from Council Subcommittee on Evaluation Forms – Councilmember Engelken

Councilmember Engelken provided an update from the meeting of the Council Subcommittee on Evaluation Forms held on March 5, 2018, and reported the form will be used as a pilot on the performance review of the City Secretary.

Mayor Rigby advised Council the evaluation form for the City Secretary's review is due to Human Resources by March 19, 2018.

9. ADMINISTRATIVE REPORTS

There were no additional reports.

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

Councilmember Ojeda thanked the Parks and Recreation Department for hosting the Galveston Bay Foundation's Rain Barrel Workshop; commented the Juan Sequin Park has the potential for bringing visitors to the City; thanked the La Porte Police Department for the Active Shooter training; shared that she and Chief Adcox served on an initial committee meeting for Bay Area Council and, they are working on a five-year grant on drug abuse to serve the city of La Porte; Councilmember K. Martin advised she attended the La Porte Girls Softball Association's opening day, and it was a great turn out considering the weather; and Mayor Rigby reminded everyone Lyondell Basell and the Astros Foundation partnered with the City of La Porte to rebuild the baseball fields that are looking nice and there are two more years pending completion. Mayor Rigby also brought baseball caps for Council members which were provided by the Astros Foundation.

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

Texas Government Code, Section 551.071(1)(A) – Pending or Contemplated Litigation: Meet with City Attorney to discuss CMV enforcement issue raised by Perez Logistics.

City Council recessed the regular Council meeting to convene an executive session at 6:28 p.m. regarding the item listed above.

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

Council reconvened the regular Council meeting at 7:07 p.m. Regarding the discussion of CMV enforcement issues raised by Perez Logistics, Councilmember Zemanek made a motion to enforce the City's truck route Ordinance as written. Councilmember Leonard seconded. **MOTION PASSED UNANIMOUSLY 9/0.**

13. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 7:08 p.m. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Patrice Fogarty, City Secretary

Passed and approved on March 26, 2018.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>March 26, 2018</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: _____ Resolution: _____ Ordinance: _____

<u>Budget</u>
Source of Funds: <u>N/A</u>
Account Number _____
Amount Budgeted: _____
Amount Requested: _____
Budgeted Item: <u>YES</u> NO

- Exhibit: Extension Request Letter and Current Rates
 Exhibit: Commercial Solid Waste Agreement
 Exhibit: Quarterly Franchise Payment Spreadsheet
 Exhibit: Current Accounts Listing Detail

SUMMARY & RECOMMENDATION

The five (5) year city-wide commercial solid waste franchise agreement with WCA Waste Corporation ends November 1, 2018. In Section 6 of the contract, there is an option to extend the agreement three (3) years ending October 31, 2021, with mutual agreement of both parties. WCA has requested to extend the agreement the additional three (3) years.

WCA has proposed to forego any increases in the 2018 rates in lieu of this contract extension. The “Request Letter” includes the current rates, which do not include the City Franchise Fee of 11%. Originally, these services were bid out in 2013. During the 5-year term of the contract, the cost to customers has risen approximately 3.6 percent due to the CPI adjustments. The below chart provides the increase/decrease history in the commercial rates:

Fiscal Year	% Change
2011	
2012	5.00%
2013 (Bid)	-4.44%
2014	0.0198%
2015 - Current	0.0162%

Additionally, WCA has committed to a \$2,000 per year sponsorship for Household Hazardous Waste Collection events. Over the past five (5) years, staff recalls only two complaints associated with their services: 1) noise from emptying containers too early in the morning, and 2) WCA sanitation truck leaking in a parking lot. Generally, WCA responds and resolves complaints directly; therefore, there may be other instances of service complaints not known to staff.

Staff recommends extending the contract with WCA an additional three (3) years through October 31, 2021.

Action Required by Council:

Consider approval or other action to extend the Commercial Solid Waste Agreement with WCA Waste Corporation 3 years through October 31, 2021.

Approved for City Council Agenda

Corby D. Alexander

Date



February 26, 2018

City of La Porte
Attn: Mr. Don Pennell
Public Works Director
2963 North 23rd Street
La Porte, TX 77571

Re: Extension of Contract

Dear Mr. Don Pennell,

WCA Waste Corporation is proud to be your solid waste service provider. We are committed to providing you with the most professional and reliable service available. We hope you are pleased with our performance and we urge you to contact us at any time with any questions or concerns that you may have.

A component of our mutual contract is that WCA must notify the city in writing, on or before March 1, 2018 to extend the contract. WCA would like to extend the contract for an additional three (3) Years, ending October 31, 2021. WCA agrees to forego the 2018, price increase in lieu of this contract extension, which will hold your rate flat for the remainder of this year. WCA will approach the City, in accordance with the contract, for the 2019 CPI price increase.

It is WCA's goal to continue to provide you with high quality, trash-hauling services at a competitive rate. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Royal", is written over a light blue horizontal line.

Trevor Royal
Municipal Sales Manager
8515 Highway 6 South
Houston, TX 77083
832-819-6278
troyal@wcamerica.com



City of La Porte

Current Rates

Size	Days Per Week						
	1	2	3	4	5	6	x-tra p/u
2 YD	\$ 22.10	\$ 42.52	\$ 60.46	\$ 78.39	\$ 97.93	\$ 129.22	\$ 46.63
3 YD	\$ 33.08	\$ 63.71	\$ 90.61	\$ 117.48	\$ 147.93	\$ 176.17	\$ 46.63
4 YD	\$ 43.82	\$ 84.39	\$ 120.15	\$ 155.83	\$ 194.75	\$ 233.69	\$ 46.63
6 YD	\$ 65.51	\$ 126.33	\$ 179.69	\$ 233.10	\$ 291.32	\$ 349.58	\$ 46.63
8 YD	\$ 87.27	\$ 168.32	\$ 239.94	\$ 310.72	\$ 388.39	\$ 466.02	\$ 46.63

**NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE TEXAS
GENERAL ARBITRATION ACT, CHAPTER 171 "GENERAL ARBITRATION",
TEXAS CIVIL PRACTICE AND REMEDIES CODE"**

THE STATE OF TEXAS
COUNTY OF HARRIS

**CONTRACT FOR
COLLECTION AND DISPOSAL OF COMMERCIAL SOLID WASTE
CITY OF LA PORTE**

THIS AGREEMENT, made and entered into by and between the City of La Porte, a Municipal Corporation of Harris County, Texas, hereinafter called the "City", and Waste Corporation of Texas, L.P., a Delaware limited partnership, hereinafter called the "Contractor".

WITNESSETH that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor hereby agrees with the City to commence and complete the work described as follows:

The Contractor shall furnish all personnel, labor, equipment, administration and billing, and all other necessary items to provide for the collection and disposal of commercial and industrial solid waste within the corporate limits, current and future, of the City of La Porte, as specified, and to perform all the work called for in accordance with the Contract Documents, including the Request for Bids, Instructions to Bidders, Bid, Affidavit, Bid Bond, Contract, General Specifications, Performance Bond, and any changes to the foregoing documents agreed to by the City and the Contractor, all of which are made a part hereof as fully as if set out herein and hereby become a part of these documents.

The Contractor acknowledges that Section 58-66 of the Code of Ordinances for the City of La Porte requires businesses and commercial institutions and establishments to use the City's solid waste contractor service for the removal of garbage and trash when the weekly average volumes exceed two (2) cubic yards per week. Bin service is to be provided by the Contractor exclusively within city corporation limits.

The Contractor also acknowledges that, in accordance with Section 58-40 of the City Code of Ordinances, the City Solid Waste Division does not collect Heavy Trash from commercial and/or industrial Producers. Heavy trash generated by commercial and industrial Producers may be deposited into the Bin by the Producer providing that it does not create a safety hazard for the driver or equipment while servicing the bin.

It is agreed and understood between the parties that the Contractor agrees to accept the work at the prices and amounts stipulated in the Rate Schedule, within any adjustments to such prices and amounts as provided herein.

This Contract shall become effective upon the execution of the Contract, and performance of such contract shall begin November 1, 2013.

In the event of conflict with any terms, provisions or obligations of any of the Contract Documents, the General Specifications shall apply.

In the event that any portion of the Contract Documents is found invalid or unenforceable, the invalid or unenforceable portion shall not affect the validity or enforceability of any other portion of the Contract Documents.

IN WITNESS WHEREOF, THE CITY and THE CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to THE CITY and THE CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by THE CITY and THE CONTRACTOR.

This Agreement will be effective on September 26, 2013, (which is the effective Date of the Contract).

CITY OF LA PORTE

BY:



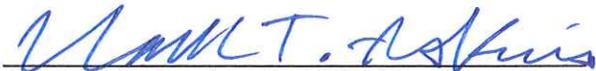
Corby D. Alexander, City Manager

ATTEST:



Patrice Fogarty, City Secretary

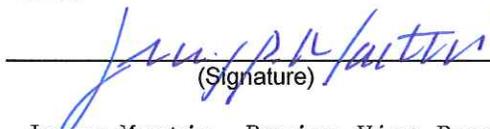
APPROVED AS TO FORM:



Clark T. Askins, Assistant City Attorney

FOR CONTRACTOR: WASTE CORPORATION OF TEXAS, L.P.

Attest:



(Signature)
Jerry Martin, Region Vice President
(Typed name and Title)

(Typed Name of Contractor)

(Signature)

Contractor address for giving notices:

(Typed Name & Title)

(If CONTRACTOR is a corporation, attach evidence of authority.)

**GENERAL SPECIFICATIONS
COLLECTION AND DISPOSAL OF
COMMERCIAL SOLID WASTE**

- 1.00 BINS - Metal receptacles designed to be lifted and emptied mechanically for use at Commercial and Industrial Units. For the purposes of this contract, Bins are containers of 2, 3, 4, 6, and 8 cubic yards designed for collection with a front-loading collection vehicle.
- 1.02 BULKY WASTE - Appliances, water tanks, furniture and other waste materials, with chlorofluorocarbons (CFC's) removed and certified by an appropriately licensed technician, **other than** Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins.
- {If deposited in a bin, Bulky Waste is collected per Sections 1.04 and 3.01. If deposited other than in a bin, Bulky Waste is collected as Special Waste per Sections 1.18 and 3.01.}
- 1.03 CITY - City of La Porte, Texas.
- 1.04 COMMERCIAL AND INDUSTRIAL REFUSE - All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Commercial and Industrial Unit excluding hazardous waste.
- {If deposited in a bin, Commercial and Industrial Refuse is collected per Section 3.01.}
- 1.05 COMMERCIAL AND INDUSTRIAL UNIT - All premises, locations or entities, public or private, requiring refuse collection within the current and future corporate limits of the City, other than a single-family Residential Unit. For the purposes of these specifications, apartments, condominiums and townhomes, and trailer parks are considered Commercial Units. The term "Units" and "Customers" are used interchangeably in this agreement and both terms are to be considered to have the same meaning.
- 1.06 CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- {If deposited in a bin, Construction Debris is collected per Sections 1.04 and 3.01. If deposited other than in a bin, Construction Debris is collected as Special Waste per Sections 1.18 and 3.01.}
- 1.07 CONTRACT DOCUMENTS - The Request for Bids, Instructions to Bidders, Affidavit, Bid, Bid Bond, Contract, General Specifications, including Appendix A, B, and C, Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.08 CONTRACTOR -The person, corporation, or partnership, or its duly authorized successor, performing Commercial and Industrial Refuse Collection and Disposal with the City under the terms of the Contract Documents.
- 1.09 DEAD ANIMALS - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.

{Per Section 3.01, the contractor may collect Dead Animals but is not obligated to do so.}

1.10 DISPOSAL SITE - A Refuse depository, including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive, for processing or final disposal of, Garbage, Refuse and Dead Animals.

1.11 GARBAGE - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, (including but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposed waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

{If deposited in a bin, Garbage is collected per Sections 1.04 and 3.01.}

1.12 HARD TO HANDLE WASTE - Any and all material that, because of its difficulty in collection, transport, or disposal causes the Contractor to incur an additional cost, including, but not limited to concrete.

{Hard to Handle Waste by definition will always be outside of the bin and is collected as Special Waste per Section 1.18.}

1.13 HAZARDOUS WASTE - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For the purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline or other petroleum product, paint and paint containers.

{Per Section 3.01, the contractor may collect Hazardous Waste but is not obligated to do so.}

1.14 PRODUCER - An occupant of a Commercial and Industrial Unit who generates Refuse.

1.15 REFUSE - This term shall refer to Commercial and Industrial Refuse to be collected and disposed of pursuant to this Contract unless the context requires otherwise.

1.16 ROLL-OFF CONTAINER - A large metal container with an open or closed top which can be rolled on the back of a truck. Sizes of roll-off containers are generally 20, 30, or 40 cubic yards.

{Roll-Off Containers are not governed by this contract and not part of this City franchise agreement.}

1.17 RUBBISH - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp

and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste material not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

{If deposited in a bin, Rubbish is collected per Sections 1.04 and 3.01. If deposited other than in a bin, Rubbish is collected as Special Waste per Sections 3.01.}

1.18 SPECIAL WASTE or SPECIAL COLLECTION – Bulky Waste, brush, Hard to Handle Waste from Commercial and/or Industrial Units or the same in excess of 10 cubic yards from Residential Units. Excluding Unacceptable Waste. When these items are not deposited in a collection bin, these items are to be collected by the Contractor at the request of the Commercial and/or Industrial Units or City at the Unit price (or less) specified by the Contractor in this proposal for a minimum volume of 18 cubic yards total at any one location or in aggregate of a number of locations within the city to be collected in the same trip by the Contractor. The Contractor will bill the City only for those collections specifically requested by the City.

1.19 STABLE MATTER - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

{If deposited in a bin, Stable Matter is collected per Sections 1.04 and 3.01.}

1.20 UNACCEPTABLE WASTE – Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

{Per Section 3.01, the Contractor may collect Unacceptable Waste but is under no obligation to do so.}

2.00 SCOPE OF WORK - The work under this Contract shall consist of the items contained in the Contract Documents, including all the supervision, materials, equipment, labor, services and all other items necessary to complete said work in accordance with the Contract Documents.

2.01 CONTRACTOR DUTIES - Contractor shall furnish all equipment and personnel needed to pick up Refuse in accordance with the Contract Documents. The Contractor shall make all attempts reasonably possible to place the containers at customer's requested location. If not reasonably possible, Contractor may locate containers at next best location.

Contractor shall provide all administrative labor, material and equipment to service commercial accounts, including, but not limited to signing up new accounts, billing accounts, receiving and resolving customer inquiries and complaints and termination of accounts.

Contractor is not responsible for damage to driveways or private streets because of normal use. This does not include Contractor varying from roadways and similar areas normally traveled for container pickup.

Contractor or customer will place no containers on any City, County, or State rights-of-way. Containers must be placed entirely within the property of each customer. Contractor will be responsible for compliance with this provision.

Customer has sole responsibility to provide container location, access, private roadway or driveway, and availability of same for accessibility twenty-four (24) hours per day. Each customer is solely responsible for damage done by collection equipment to driveway, container area, or private roadway.

If several small volume generators are located together, Contractor must make a reasonable effort to place one container for those customers to share.

When a Bin is collected only once a week, the customer picks the collection day subject to other contract provisions regarding holidays and collection times.

2.02 CITY DUTIES - The City will inform all new commercial customers of Contractor's exclusive right to collect containerized commercial Refuse, direct all inquiries to Contractor, and promptly notify Contractor of all utility service disconnects.

2.03 ROADWAYS - Contractor will be permitted to use the improved streets, roads, and alleys of the City in order to pick up Refuse.

2.04 LICENSES, PERMITS, AND TAXES - The Contractor shall obtain all licenses and permits (other than the license and permits granted by contract), and promptly pay all taxes required by the City and State, including all disposal fees and taxes that may, from time to time, be imposed by municipal, county state and federal agencies.

2.05 CONDITION OF BINS AND TRUCKS AT THE START OF CONTRACT - All Bins will be new and/or reconditioned at the start of the contract. The current contractor, if selected, will be required to recondition the existing containers as needed. Trucks are not required to be new but shall meet the standards provided in General Provisions of the Contract

3.00 TYPE OF COLLECTION

3.01 SERVICE PROVIDED - Contractor shall provide Bin collection service for the temporary and permanent collection of Commercial and Industrial Refuse to Commercial and Industrial Units according to individual agreement. The Contractor shall also provide special collection and disposal of Bulky Waste, Construction Debris, and Rubbish from residential, vacant and commercial properties, using methods other than providing bins, if requested, at rates as may be mutually agreeable between the Contractor and the Commercial and Industrial Producer but no greater than those rates established under Section 13.01.

Contractor shall provide all administrative services to bill commercial customers, answer inquiries and complaints, and other duties related to servicing the customer accounts.

Following all applicable federal and state regulations, the Contractor may, but is under no obligation to, provide for special collection of Dead Animals, Unacceptable

Waste, and/or Hazardous Waste at Commercial and Industrial Units at its sole discretion and upon such terms and conditions as may be mutually agreeable between the Contractor and the Producer.

3.02 LOCATION AND CONDITION OF BINS FOR COLLECTION - Contractor shall provide Bins for Commercial and Industrial Units whenever customers request their use for collection service as provided in and under this Contract. Each Bin shall display the Contractor's name and local telephone number in a clear and legible manner. All Bins shall be covered, and maintained in a good and nuisance-free condition.

Each Bin shall be placed in an accessible, outside location on a hard surface. Contractor shall make all efforts to place the Bin at the customer's requested location, as long as the location is entirely within the customer's property. In no event will a Bin ever be placed on any City, County or State right-of-way.

Bins shall be changed by the Contractor free of charge (unless caused by Customer's improper use) as needed to address any and all health and safety concerns.

3.03 CITY FACILITIES - The Contractor agrees to provide Bins, and collect and dispose of Refuse from City-owned facilities identified on Exhibit B of the Contract Documents, at no charge to the City. The City reserves the right to make minor modifications to the number, placement and frequency of collection of such Bins from time to time, depending on the addition of facilities and seasonal requirements.

3.04 INITIAL START OF CONTRACT - It shall be the duty and responsibility of the Contractor to contact each and every Commercial and Industrial Unit to determine the collection and disposal needs of each Unit. If commercial service is currently provided, or if commercial service is required or desirable, the Contractor shall provide the size Bin and collection frequency necessary.

3.05 CUSTOMER BASE - It is understood that the Contractor has the exclusive right, as the City's Independent Contractor, to collect all Refuse from Commercial and Industrial Units within the corporate limits of the City. All existing customers of the City, are customers of the City, effective with this Contract, and will be serviced by the Contractor, acting as the City's Independent Contractor under the terms and conditions of this Contract.

4.00 COLLECTION OPERATION

4.01 HOURS OF OPERATION - In industrial and commercial areas with no residences within a reasonable distance, Refuse pickup may take place 24 hours per day. Apartment houses, condominiums, trailer parks, and any residential areas where commercial pick up occurs must be entered after 6:00 A.M. or before 8:00 P.M. (The City must be informed, the same day, of deviations to the service hours)

4.02 ROUTES - Commercial and Industrial Unit collection routes shall be established by the Contractor. The Contractor shall have the right to pursue with each Producer a collection frequency and Bin size that maximizes the Contractor's resources, while ensuring sanitary and odorous conditions are not compromised. If agreement cannot be reached with a customer, the City shall have the right to determine Bin size and collection frequency.

4.03 HOLIDAYS - Commercial and Industrial Unit collection shall not be required on the following recognized holidays:

New Year's Day Labor Day Memorial Day Thanksgiving Day
Independence Day Christmas Day

When normal collection falls on a holiday, the Contractor will provide collection on the day before or the day after the holiday, at the Contractor's discretion.

4.04 SERVICE REQUESTS AND INQUIRIES - The Contractor will either a) maintain a business office within the City to receive requests for service and complaints, or b) make a Contractor representative available to meet with the customer at the location where the Refuse is produced as needed. In no case shall the Producer be required to travel outside of the city corporation limits to meet with the Contractor or a representative of the Contractor. The Contractor shall have a responsible person in charge who is available from 8:00 A.M. to 5:00 P.M. on weekdays, excluding Holidays to address customer requests and complaints. Provisions shall also be made for emergency calls after 5:00 P.M. on weekdays and Saturdays before 3:00 P.M. All requests for service, and any complaints from Commercial and Industrial Units received by the City shall be directed to the Contractor. All such requests and complaints shall be given prompt and courteous attention. The Contractor will accommodate all requests for extra service as the Contractor's schedule permits. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if determined valid, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received.

4.05 NEW AND DISCONTINUED SERVICES - The Contractor will comply with any request for new or discontinued service within two (2) Business Days of receipt of the request provided that the request would not violate any other provision in this Contract.

In the case of new service requests, from time to time the Contractor may be required to consult with the potential Producer to determine Bin size and collection frequency.

4.06 INACCESSIBLE BINS - If, during the collection cycle, the Contractor in good faith determines that collection of a particular Commercial and Industrial Unit is not possible due to the inaccessibility of the Bin, through no fault of the Contractor, the Contractor will make a good faith effort to contact the customer to provide accessibility. The Contractor can, but is not required to, return the same day to provide collection. If the Contractor cannot gain accessibility on the regular scheduled collection day, the Contractor shall provide service on the next scheduled collection day, and the Unit shall be charged an amount as provided by the Contract equal to the amount due by Producer had the collection been made.

4.07 COLLECTION EQUIPMENT - The Contractor shall provide an adequate number of vehicles for regular collection services, including sufficient back-up vehicles. Vehicles shall be covered or totally enclosed, meet all statutory requirements for safety and other regulations, and shall be kept in good repair, appearance, and in a clean and sanitary, and free of leaks and excessive emissions at all times. The Contractor shall contain, enclose, or tie all waste and refuse in a manner that prevents spilling, leaking, or blowing. The Contractor shall be responsible for the immediate cleanup of all leakage, spillage, and blown debris resulting from the Contractor's operations. The Contractor shall operate all vehicles and equipment in compliance with all applicable laws and in accordance with manufacturer's specifications. Each vehicle shall have clearly visible, on each side of the vehicle, the name and telephone number of the Contractor.

All trucks or other vehicles operated by the Contractor within the City shall be subject to and shall submit immediately to on the spot inspections by designated City representatives, and if found to be unsafe, the vehicle shall be immediately removed from service until it can be repaired and is successfully reinspected by the City.

4.08 COLLECTION AND TRANSPORT - All Refuse collected and transported by the Contractor shall be so contained that no spilling, leaking, blowing or falling occurs. If Refuse is spilled, leaked, blown or falls during collection or transport, the Contractor shall clean all such Refuse immediately.

4.09 DISPOSAL - All Refuse collected for disposal by the Contractor shall be transported to a Disposal Site. The charge for disposal shall be included in the rate set forth in the Contract for each Commercial and Industrial Unit.

4.10 CONTRACTOR'S EMPLOYEES - The Contractor shall assign a qualified person or persons to direct administration and collection and disposal operations and shall furnish the name or names of such person(s) to the City. Such person(s) shall have full authority to respond immediately to and resolve complaints or problems.

Contractor's employees shall be uniformed, with company and name identification provided on said uniforms. All drivers will possess the appropriate license as issued by the Texas Department of Public Safety.

4.11 REPORTS AND ACCIDENTS – The Contractor shall report to the City as soon as practicable all accidents or occurrences resulting in injuries to the Contractor's employees, agents, licenses, or invitees, or damage to property arising out of or during the course of the services performed by the Contractor on behalf of the City. And when requested, the Contractor shall furnish the City with a copy of reports made by the Contractor to the Contractor's insurer or to others relative to such accidents or occurrences.

5.00 GOVERNING LAWS - This Contract shall be governed by the laws of the State of Texas and the Ordinances of the City of La Porte. Should any disagreement occur concerning the Contract, the parties agree that the venue for settling such disputes, including claims and suits, shall be Harris County, Texas, provided however, nothing in this paragraph shall prevent the parties from resolution of any dispute under Paragraph 17.00 of the Contract.

6.00 EFFECTIVE DATE AND TERM - This Contract shall become effective, and performance shall begin on November 1, 2013. The Contract shall be for a five (5) year period beginning on November 1, 2013 and remain in full force until October 31, 2018. The initial term of the Contract may be extended for an additional three (3) years, upon the mutual written agreement of the Contractor and the City. Request for extension by the Contractor shall be submitted in writing, on or before March 1, 2018. The request for extension shall contain the proposed pricing, including proposed formula for price increases, and any additional terms or conditions not contained in the original Contract Documents. If the City disapproves the proposed extension on or before May 1, 2018, the Contractor shall be entitled to terminate service effective November 1, 2018. If the City does not act on the proposed extension on or before May 1, 2018, or if the written Contractor request for extension is not served to the City by March 1, 2018, the Contractor agrees to extend the Contract with the City for one (1) additional year, from November 1, 2018 to October 31, 2019, according to Paragraph 13.02 of the Contract Documents at the sole discretion of the City.

7.00 INDEMNITY - The Contractor will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, fines, expenses and attorney's fees incident to any work done in the performance of this Contract, including damages, penalties or claims arising from the disposal of any Refuse by the Contractor or arising out of willful misconduct or a negligent act or omission of the Contractor, its officers, agents, servants and employees. However, the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

8.00 NONDISCRIMINATION - The Contractor in its employment, operations and service shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, or in any other manner prohibited by law.

9.00 NOTICE - All written notices shall be served by registered or certified mail to the parties, return receipt requested, as follows:

CITY
City of La Porte
City Manager
604 West Fairmont Parkway
La Porte, Texas 77571

CONTRACTOR
Waste Corporation of Texas, L.P.

Attn.: Vernon Smith, Regional V.P.

10.00 REQUIRED CONTRACTOR INSURANCE - The successful CONTRACTOR shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas. CONTRACTOR shall obtain insurance as detailed. Each policy obtained by the CONTRACTOR for work with this Contract, with exception of the Worker's Compensation policy, shall name the CITY OF LA PORTE as an additional insured, and shall contain waiver of subrogation in favor of CITY OF LA PORTE. The coverage and amounts designated are minimum requirements and do not establish limits of the contractor's liability. Additional coverage may be provided at the CONTRACTOR'S option and expense. Insurance must include:

General Liability:

Commercial General Liability

General Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00
Property Damage	\$1,000,000.00
Each Occurrence	\$1,000,000.00

Automobile Liability:

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

Umbrella

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

Worker's Compensation and Employer Liability:

In form and quantities as required by State of Texas

- 11.00 PERFORMANCE BOND – Within fifteen (15) calendar days of the city council award of the Contract, the Contractor shall furnish to the City a corporate surety bond, issued by a corporate surety licensed to do business in the State of Texas, as security for the faithful performance of this Contract. Said surety bond must be in the amount of \$696,328.92, which represents the estimated billing for the first year of the Contract. The bond shall indemnify the City against any loss resulting from any failure of performance by the Contractor up to and including the penal sum of the bond.
- 11.01 PREMIUM - The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- 11.02 POWER OF ATTORNEY - Attorneys in fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 12.00 FAILURE TO PERFORM
- 12.01 TERMINATION BY CITY FOR CONTRACTOR'S DEFAULT

The City may terminate the Contractor's performance of services under this Agreement in the event of default by the Contractor and failure by the Contractor to cure such default after receiving notice thereof, as provided in this in Section. Default by the Contractor shall occur if the Contractor fails to observe or perform all of its duties under this Contract. Should such a default occur, the City may deliver a written notice to the Contractor describing such default and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If, thirty (30) days prior to the proposed date of termination, the Contractor cures such default, the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the proposed date of termination, the City may terminate the Contractor's performance under this Contract as of such date. Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Contract.

- 12.02 GROUNDS FOR CONTRACTOR DEFAULT - The following, by way of example, but not of limitation may be considered grounds for default by the Contractor, in whole or in part:
- a) Failure of Contractor to perform or observe any of the obligations, covenants, agreement, and conditions required to be performed or observed by herein;
 - b) Failure of the Contractor to commence work operations within the time specified in the Contract;
 - c) Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
 - d) Evidence that the Contractor has abandoned the work;
 - e) Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;

- f) Indication that the Contractor has made an unauthorized assignment of the Contract or is subcontracting tasks without prior approval from the City.

12.03 ACTIONS BY THE CITY IN LIEU OF TERMINATION - If the City determines and notifies the Contractor that a default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall compensate the City for the cost thereof.

12.03 FORCE MAJEURE - In the event that the Contractor is delayed or prevented from continuing in the performance of this Contract by reason of an Act of God, catastrophe, riot, war, governmental order or regulation, strike or other similar or different contingency beyond the reasonable control of the Contractor, the Contractor shall not be liable for damages arising solely out of such contingency.

13.00 BASIS AND METHOD OF PAYMENT

13.01 COLLECTION AND DISPOSAL RATES - For collection and disposal services required to be performed by the Contractor, the charges for said services shall be as outlined under Exhibit A (Rate Schedule), and said charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with Paragraph 13.02. The Refuse collection charges provided in this section shall include all collection, disposal, billing, City and State fees, and related costs. Bins will be deemed full for purposes of determining cubic yards collected, with the capacity as determined by the manufacturer.

13.02 MODIFICATION OF RATES - The Contractor and the City hereby agree that the fees for such refuse collection and disposal service as provided in the Proposal Appendix B shall be binding upon both parties for the first year of the Contract (November 1, 2013 through October 31, 2014). In the event that the Contractor determines that an increase in such collection and disposal fees is required due to an increase of specific costs incurred by the Contractor in providing such services, then the Contractor shall submit, in writing, to the City on or before June 01, 2014, and on or about the same date in subsequent years, its proposal for increased fees and all supporting data related thereto, and such proposed increases shall be approved in accordance with Paragraph 13.03 and 13.04, with a maximum annual rate increase as defined in Paragraph 13.05.

13.03 ANNUAL COST OF LIVING ADJUSTMENT – Beginning November 1, 2014, and in subsequent years thereafter, there shall be a cost of living adjustment of the base rates. The base rate for Commercial container service shall include collection, transport and disposal, billing, City and State fees, and related costs. The base rate for special collections shall include collection and transport costs. The annual cost of living adjustment shall be calculated by multiplying the base rate by a fraction, the denominator of which shall be the April 2013 Consumer Price Index for all Urban Consumers (CPI-U), all items, U.S. City Average, and the numerator of which shall be the CPI-U for all items, U.S. City Average for April 2014, and subsequent dates of adjustment.

13.04 DISPOSAL COSTS - The rate for Special Collection only shall be increased annually to reflect increases in landfill disposal costs, but shall not exceed the current Type IV rate paid by the City for disposal of Type IV trash. The unit cost for container collection is subject to a rate increased provided in Sections 13.03 and 13.05 only. The unit cost for Special Collection is subject to a rate increased

provided in this Section 13.04 and 13.05 only.

13.05 MAXIMUM ANNUAL RATE INCREASE - Regardless of the actual cost increase incurred by the Contractor in a given period, as defined in 13.03 and 13.04, the City shall never incur an increase greater than five percent (5%) of the prevailing base rate in any Contract year. Provided, however, any fees, in addition to current State fees, imposed on all Disposal Sites within a 25 mile radius of the City, by any local, state, federal or other regulatory agencies shall be passed to the City as they become effective. Such rate increase shall be in addition to and separate from any annual rate increase provided for in Paragraphs 13.03, 13.04 and 13.05.

13.06 APPROVAL OF RATE INCREASES - After receipt of the Contractor's proposal to increase rates as outlined in Paragraph 13.02, the City shall approve or disapprove of the proposed rate increase on or before August 1, 2014, and in subsequent years, provided that the City shall approve any rate increase that has been properly established under Section 13 of the Contract. Should the City fail to approve or disapprove of the proposed rate increase by such date, then the proposed increase shall take effect on November 1 of that Contract year. Should the Contractor and the City fail to agree on the proposed rate increase, the resolution shall be subject to Paragraph 17.00.

13.065 NOTIFICATION OF CUSTOMERS – Upon approval by the City, the Contractor is responsible for all notifications to current commercial customers of any proposed changes in service, rates, pickup hours and/or days or any other necessary and pertinent information.

13.07 CONTRACTOR MAY DISCONTINUE SERVICE - The Contractor may discontinue service to a Commercial or Industrial Unit that is more than thirty (30) days delinquent on their account with the Contractor. The Contractor shall provide notice to the Producer no sooner than fifteen (15) days after the date of the billing. The notification shall include a statement that service from the Contractor may be discontinued fifteen (15) days from the date of the notice if payment is not made before that time. In the event that the Contractor intends to discontinue a delinquent account, it shall notify the City at least seven (7) days prior to the Contractor discontinuing service of the account. Upon payment of the delinquent fees, the Contractor shall resume collection no later than the next regularly scheduled collection day.

The Contractor shall not discontinue service to any Commercial or Industrial Unit for any reason except for delinquent payment and then only upon notification to the customer as outlined above.

13.075 DEPOSITS, ACTIVATION FEES, REACTIVATION FEES – The Contractor may require a deposit equal to or less than the anticipated one (1) month billing but only when a Customer's credit history suggests a need or when some other unique circumstance dictates a need for a deposit. Deposits may only be required with the prior approval of the City. All funds deposited by the Customer shall be returned to the Customer upon the completion of the service to the Customer and upon the Contractor receipt of payment for all invoices.

The Contractor will not assess an activation fee of any kind with the initial request for service from a customer or with any Customer-requested change in service.

The Contractor may assess a reactivation fee of no more than Seventy Dollars (\$70) for each occurrence when a Customer's account was deactivated for reasons outlined in Section 13.07. The Contractor may not assess a reactivation fee on the

first occurrence of an account being deactivated and then reactivated by the Customer. However, the Contractor may assess a Seventy Dollar (\$70) maximum reactivation fee for each occurrence thereafter where a Customer voluntarily deactivates then reactivates an account.

13.08

CONTRACTOR PAYMENTS TO THE CITY - The Contractor shall pay the City, in consideration of the use of City streets and rights-of way for the performance of this Contract, eleven percent (11%) of the gross revenues of the Contractor for services provided in the City of La Porte, within ten (10) days following the end of each quarter. The City shall be entitled to payment for services rendered to Units regardless of the status of the Unit's account with the Contractor, subject to the provisions outlined in Paragraph 13.07. Any subsequent bad debt expense that arises from non-payment for services shall not be deducted from the eleven percent (11%) share of gross revenues. The Contractor's quarterly payment to the City shall include an itemized listing of each Commercial and Industrial Units' billing name, service address, account number, size and frequency of service and any extra service provided during the billing period. The Contractor's quarterly report submitted to the City will also include a log of all complaints related to the service provided by the Contractor on behalf of the City including the date and time that the call was received, the nature of the complaint, planned response to the complaint, and the date and time and manner that the complaint was resolved.

The 11% fee that is described in this paragraph will be paid to the City for those services that the Contractor is exclusively responsible to provide within the City. Those non-exclusive services that may or may not be provided by the Contractor such as roll-off dumpster service is not subject to the 11% fee.

The City reserves the right to audit, utilizing its staff or outside assistance, the annual financial activity of the Contractor under this Contract, not more than once during any 12-month period.

13.09

HOUSEHOLD HAZARDOUS WASTE EVENTS – The City will host an annual Household Hazardous Waste Collection Event with eligible materials accepted from residential customers (only). The Contractor will co-sponsor the event through a financial contribution as mutually agreed upon by the Contractor and the City with this Contract proposal. The annual financial contribution for this event is fixed for the term of the Contract and may only be adjusted with the mutual agreement of both the City and the Contractor. The City is responsible for all advertising, collection, disposal, providing labor as necessary for the event. The Contractor is indemnified by separate agreement with the City. At the Contractor's discretion, the Contractor's logo will appear with the City's logo, and other sponsors if applicable, in all related event advertisements, banners, etc. where the City's logo appears. The Contractor is under no obligation to provide staffing for the event but may do so at the Contractor's sole discretion.

14.00

TRANSFERABILITY OF CONTRACT AND SUBCONTRACTING - Other than by operation of law, no assignment of the Contract or any other right accruing under this Contract shall be made, in whole or in part, neither shall the Contractor subcontract any task under this Contract without the express written consent of the City. The City shall have the right to investigate the proposed assignee, as outlined under the original proposal, and reserves the right to reject any proposed assignee that does not meet the requirements of the original proposal. The City agrees to not unreasonably withhold consent to assignment. Upon assignment, the assignee agrees to assume all terms and conditions of the Contract.

- 15.00 EXCLUSIVE CONTRACT - The Contractor shall have the sole and exclusive franchise, license, privilege and right to provide collection and disposal of Refuse from Commercial and Industrial Units, and special collections, within the corporate limits of the City. The Contractor shall have the right to solicit for collection and disposal of Dead Animals and Hazardous Waste, but such right shall not be exclusive. Notwithstanding this provision, the City reserves the right to contract collection and disposal of storm-related debris resulting from hurricanes or other natural disasters.
- 16.00 OWNERSHIP - Title to all Refuse and Dead Animals shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a Bin, or removed from the customer's premises. Title to Unacceptable Waste shall remain with the generator of that waste at all times.
- 17.00 ARBITRATION - Should a dispute arise regarding the interpretation of any provision of the Contract, except Paragraph 7.00, or any proposed rate increase under Paragraph 13.06, or monthly invoices under Paragraph 13.09 that cannot be resolved, within a reasonable amount of time, between the City and the Contractor, the parties may request the determination of such dispute by a mutually acceptable arbitrator. Should the parties be unable to agree upon a mutually acceptable arbitrator, each party shall nominate one arbitrator and the arbitrators so nominated by the parties shall select a third arbitrator who will act with them as a three-member arbitration panel to decide the disagreement between the parties by the concurrence of a majority of the panel. Cost for such arbitration shall be borne equally by Contractor and City, provided that each party shall bears its own attorney fees. The decision rendered by the arbitrator(s) will be final, subject only to judicial review as may be available under the Texas General Arbitration Act. Provided, however, that nothing in this paragraph shall prevent the parties from resolving disputes prior to formal arbitration.
- 18.00 RELATIONSHIP BETWEEN THE PARTIES - The relationship between the parties is that of the City, as Owner, and Independent Contractor.
- 19.00 MISCELLANEOUS
- 19.10 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 19.20 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 19.30 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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OPTION 1 PRICING

CITY OF LA PORTE

PROPOSED RATES FOR FRONT END SERVICE

(*INCLUDES 11% OF GROSS REVENUE PAYABLE TO CITY)

CONTAINER SIZE	PICK-UP PER WEEK	EST QTY CONTAINERS	UNIT PRICE PER CONTAINER	EXTENSION UNIT PRICE X EST QTY CONTAINERS
2CUYD	1	64	\$ 23.67	\$ 1,514.88
	2	4	\$ 45.54	\$ 182.16
	3	2	\$ 64.76	\$ 129.52
	4	0	\$ 83.96	\$ -
	5	0	\$ 104.89	\$ -
	6	0	\$ 138.40	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
3CUYD	1	46	\$ 35.43	\$ 1,629.78
	2	9	\$ 68.25	\$ 614.25
	3	3	\$ 97.04	\$ 291.12
	4	0	\$ 125.83	\$ -
	5	1	\$ 158.46	\$ 158.46
	6	0	\$ 188.70	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
4CUYD	1	64	\$ 46.93	\$ 3,003.52
	2	22	\$ 90.39	\$ 1,988.58
	3	9	\$ 128.69	\$ 1,158.21
	4	2	\$ 166.91	\$ 333.82
	5	1	\$ 208.59	\$ 208.59
	6	0	\$ 250.30	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
6CUYD	1	77	\$ 70.16	\$ 5,402.32
	2	30	\$ 135.31	\$ 4,059.30
	3	29	\$ 192.47	\$ 5,581.63
	4	3	\$ 249.67	\$ 749.01
	5	3	\$ 312.03	\$ 936.09
	6	0	\$ 374.43	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
8CUYD	1	66	\$ 93.47	\$ 6,169.02
	2	31	\$ 180.29	\$ 5,588.99
	3	37	\$ 257.00	\$ 9,509.00
	4	4	\$ 332.81	\$ 1,331.24
	5	12	\$ 416.01	\$ 4,992.12
	6	5	\$ 499.16	\$ 2,495.80
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
TOTAL PROPOSED MONTHLY AMOUNT (TOTAL OF ALL LINE ITEMS)				\$ 58,027.41
TOTAL PROPOSED MONTHLY AMOUNT X 12 MONTHS				\$ 696,328.92

SPECIAL COLLECTION

Special collection of construction debris, bulky items, and accumulated trash on an "as needed" basis to be determined by the City of La Porte.

RATES - PRICE PER YARD

Labor, transportation, and Equipment (Base Rate):	\$	12.00 /cuyd
Disposal Fees:	\$	6.00 /cuyd

Appendix C

RFP # 13509

Collection and Disposal of Commercial Containerized Solid Waste

CONTAINERS PROVIDED AT NO CHARGE TO CITY OF LA PORTE

LOCATION	QUANTITY	SIZE	FREQUENCY
Public Works Service Center	2	3	3
	3	4	3
	1	8	3
Fire Station # 1	1	2	1
Fire Station # 2	1	3	1
Fire Station # 3	1	3	1
Fire Station # 4	1	3	1
Animal Shelter	1	2	5
Police Station	1	3	3
	1	8	1
Municipal Court	1	8	1
Northside Civic Center	1	6	2
Evelyn Kennedy Civic Center	1	8	2
Library	1	4	1
Lomax Park	1	8	3
City Hall	1	4	2
Treatment Plant	3	3	2
E. M. S. Station	1	6	1
Little Cedar Bayou Park	2	8	3
Northwest Park	1	8	3
Seabreeze Park	1	3	2
Bay Forest Golf Course	1	8	3
Fitness Center (P&R complex)	1	8	3
Pecan Park	1	8	3
Courts Building			
SPECIAL EVENTS			
Sylvan Beach Day	4	8	Annual Event
Main Street Fair	3	4	Annual Event
Livestock Show & Rodeo	2	8	Annual Event

PERFORMANCE BOND

Bond #864905

RFP #13509

Collection and Disposal of Commercial Containerized Solid Waste

STATE OF TEXAS }

COUNTY OF HARRIS }

KNOW ALL PERSONS BY THESE PRESENTS:

That Waste Corporation of Texas, L.P.

Hereinafter called Principal, and
Evergreen National Indemnity Company

Hereinafter called Surety, are held and firmly bound unto the City of La Porte, hereinafter called Owner, in the full and just sum of

Six Hundred Ninety-Six Thousand, Three Hundred Twenty-Nine and 00/100 Dollars,

(\$696,329.00*) good and lawful money of the United States of America for the payment of which well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, heir, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, Agreement dated 9/26/13, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the drawings, and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

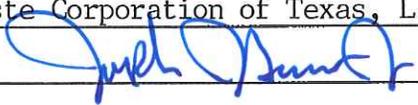
Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed there under, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work to be performed there-under.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 27th day of September, 2013.

PRINCIPAL:

Waste Corporation of Texas, L.P.

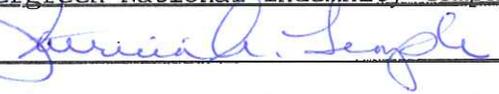
By: 

Title: Vice President

Address: 8515 Highway 6 South, Houston, TX 77083

SURETY:

Evergreen National Indemnity Company

By: 

Title: Patricia A. Temple, Attorney-In-Fact

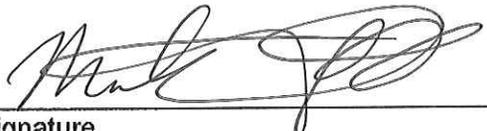
Address: 6140 Parkland Boulevard, Suite 321
Mayfield Heights, OH 44124-6106

NOTE: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

1. Corporate principals to provide the following certificates:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Michael A. Roy, (name) certify that I am secretary/vice president
(title) of Waste Corporation of Texas L.P., (company name) which is named as principal in the
within foregoing Bond, that Joseph J. Scavano, Jr., (name of person executing
bond) who signed the said Bond on behalf of the principal, was then
vice president (title of person executing bond) of said principal; that I know
his/her signature and that his/her signature is therefore genuine; and the Bond was duly signed,
sealed, and attested for and in behalf of said Corporation by authority of its governing body.



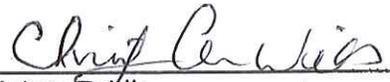
Signature

Michael A. Roy

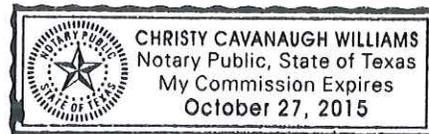
Print Name

(Corporate Seal- required if a Corporation)

Subscribed and Sworn before me this 30th day of September, 2013.



Notary Public



2. Surety shall provide a current power of attorney.
3. Date of Bond and surety power-of-attorney must not be dated prior to date of Agreement.
4. Surety companies executing bonds must appear on the Treasury Departments' most current list (Circular 570 amended) and be authorized to transact business in the State of Texas.

EVERGREEN NATIONAL INDEMNITY COMPANY

**MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY**

POWER NO. 864905

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Six Hundred Ninety-Six Thousand, Three Hundred Twenty-Nine and 00/100 Dollars (\$696,329.00)**.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr, President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



PENNY M BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017

Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2017

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force this.

Signed and sealed in Mayfield Heights, Ohio this 27th day of September, 2013.



Wan C. Collier
Wan C. Collier, Secretary

Texas Department of Insurance



Certificate No. 11142

Company No. 08-006062

Certificate of Authority

THIS IS TO CERTIFY THAT

EVERGREEN NATIONAL INDEMNITY COMPANY

COLUMBUS, OHIO

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Inland Marine; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Burglary & Theft; Boiler & Machinery and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.

IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this

26th day of April A.D. 1996

ELTON BOMER
COMMISSIONER OF INSURANCE

BY Kathy A. Wilcox
Kathy A. Wilcox
Director
Insurer Services





Evergreen National Indemnity Company
Certificate
2012

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

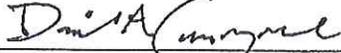
STATEMENT OF INCOME

Direct Written Premium	\$ 32,530,919
Reinsurance Assumed	4,240,538
Reinsurance Ceded	(24,873,948)
Net Written Premium	11,897,509
Change in Unearned	(229,566)
Net Earned Premium	11,667,943
Losses & LAE Incurred	(396,453)
Net Commission Expense	5,897,283
Other Expenses	3,246,773
Underwriting Gain/ (Loss)	2,920,340
Net Investment Income	922,857
Net Realized Capital Gains (Loss)	229,919
Other Income/ (Expense)	17,674
Income Before FIT	4,090,790
Federal Income Tax	1,291,129
Net Income	2,799,661

BALANCE SHEET

<u>Assets</u>	
Invested Assets	47,804,541
Agent's Balances (net of Reins.)	1,954,182
Reinsurance Recoverable	280,438
Other Assets	724,074
Total Assets	50,763,235
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,486,557
Loss & LAE Reserves	3,610,866
Ceded Reinsurance Payable	3,659,478
Other Liabilities	5,354,503
Total Liabilities	17,111,404
Surplus	33,651,831
Total Liabilities & Surplus	50,763,235

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2012.



David A. Canzone, Treasurer

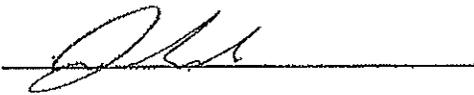
City of La Porte

SOLID WASTE OPERATOR FRANCHISEE MONTHLY REPORT

Company Name: WCA Waste Corporation of Texas Ordinance #: _____
Address: 8515 Highway 6 South Invoice #: _____
Houston, TX 77083 For Month Ending: Dec 31 2017
Due Date: 10th of ea month at qtr end

1.	Gross Receipts DURING REPORTING PERIOD	\$	<u>203699.55</u>
2.	EXEMPT RECEIPTS	\$	<u>Ø</u>
3.	RECEIPTS SUBJECT TO FRANCHISE (LINE 1 minus LINE 2)	\$	<u>203699.55</u>
4.	FEE DUE @ 11% (LINE 3 X .11)	\$	<u>22406.95</u>

I declare, under penalties prescribed, that the information contained in this document is true and correct to the best of my knowledge.

SIGNED:  DATE: 11/15/18
PRINT NAME: Jorge Salais

RETURN MONTHLY REPORT AND PAYMENT TO:

City of La Porte
City Hall; Attn: Finance Department
604 W. Fairmont Parkway
La Porte, TX 77571

If no amount is due, the monthly report must be submitted within the due date indicating no payment due.

Acct #	Site #	Customer Name	Address	Size	QTY	Freq	lifts per wk per container
18920	1	10424 LLC	10424 Spencer Hwy, La Porte	4	1	1	2
12786	1	1424 Sens Rd	1424 Sens Rd, La Porte	6	1	1	1
16975	1	17306*	8221 Highway 225, La Porte	6	1	1	2
12788	1	2XL Inc DBA Quiznos	1410 W Fairmont Pkwy, La Porte	4	1	1	1
12790	1	3E NDT	300 HIGHWAY 146 N	4	1	1	1
15628	1	3E NDT	310 N 8TH ST	8	1	1	1
12796	1	AAA Flexible Pipe Cleaning	3900 Underwood Rd, La Porte	6	1	1	1
15792	1	Abel Unlimited	359 Old Underwood Rd,	8	1	1	2
12798	1	ADVANCED PRESSURE SYSTEMS	317 N BROADWAY ST	3	1	1	1
18411	1	AFC Urgent Care	8850 Spencer Hwy, Ste 100, La Porte	4	1	1	1
12800	1	AGCO Corp	3337 Canada Rd, La Porte	8	1	2	1
12801	1	Air Liquide America Corp	11450 W Fairmont Pkwy, La Porte	6	1	1	1
12802	1	AIR VALUE INC 4	115 S 8TH ST	4	1	3	1
14203	1	Airgas USA LLC	616 Miller Cut Off Rd, La Porte	8	1	2	2
18526	1	Alan Auto Repair Center	1503 W MAIN ST	4	1	1	1
12804	1	Alanton Group Inc	11810 W Fairmont Pkwy, La Porte	4	1	1	1
18128	1	Aldi Foods	9002 Spencer Hwy, La Porte	4	1	6	1
18422	1	All Star Tool and Supply	126 N 18TH ST	4	1	1	1
12805	1	ALL THE LITTLE THINGS COUNT 3	202 SAN JACINTO ST	3	1	1	1
12806	1	ALL WORLD IMPORT/EXPORT FUMIGA	107 W MADISON	8	1	1	1
12807	1	ALLEN AND KERBER PARTS 6	518 W MAIN ST	6	1	1	1
19592	1	Alsmarverick Testing	1900 Old Underwood Rd, La Porte	4	1	1	1
12808	1	Amber LP	1499 Underwood Rd, La Porte	8	1	1	2
12809	1	Amegy Bank National ASSOC	1401 Fairmont Pkwy, La Porte	6	1	1	1
18356	1	American Piping Inspection	614 N 1ST ST	6	1	1	1
12811	1	AMERICAN RAILCAR 4 *COD	222 N 16TH ST	4	1	2	1
17635	1	Americold	502 N Broadway St, La Porte	8	1	3	4
18862	1	AMERIMIX TRUCKING	631 N 16TH ST	3	1	1	1
12813	1	AMERITECH PLANT SERVICES LLC	420 S 16TH ST	6	1	1	1
12816	1	Analytic Stress Relieving	111 N. 16th La Porte	8	1	3	1
12817	1	Angel 6	1601 W Fairmont Pkwy, La Porte	6	1	3	1
12818	1	Animal Clinic of LaPorte	10906 Spencer Hwy, La Porte	2	1	1	1
15552	1	Animal Shelter	10901 Spencer Hwy, La Porte	2	1	5	1
12879	1	Animal Shelter	1204 S 4th St, La Porte	2	1	5	1
16677	1	Annex 7	117 East, La Porte	8	1	2	1
18871	1	Antiques Décor and More	8380 Spencer Hwy, La Porte	4	1	1	1
12822	1	ARGUS MOTORS	501 N 16TH ST	6	1	1	1
18545	1	Aromas Italian Grill	1023 S BROADWAY ST	6	1	1	1
12823	1	ASIA WOK	1434 W Fairmont Pkwy, La Porte	2	1	2	1
12824	1	ASSOCIATED CARRIERS	12803 HIGHWAY 225	2	1	1	1
18123	1	AT FOOD MART	922 S BROADWAY	4	1	1	1
14233	1	At-Pac	1606 Sens Rd, La Porte	6	1	1	1
13241	1	AUTO ZONE	301 E FAIRMONT PKWY	4	1	1	1
12826	1	Axis Industrial Scvs	11502 Spencer Hwy, La Porte	8	1	1	1
13131	1	Baker Tanks	101 Underwood Rd, Unit B, La Porte	6	1	2	7
15317	1	BANK OF AMERICA	815 HIGHWAY 146 S	2	1	1	1
12827	1	Barretts Heating And AC 6	208 E Main St, La Porte	6	1	2	1
19052	1	BARSAN GLOBAL LOGISTICS	1401 S 16TH ST UNIT 100 UNIT 100	8	1	1	1
12828	1	Bay Area Industries	12036 N L St, La Porte	2	1	1	1
12829	1	Bay Colony Council	615 Bay Colony Dr, La Porte	4	1	1	1
12879	1	Bay forest Golf Course	201 Bay Forest Dr, La Porte	8	1	3	1
12830	1	Bay Point Townhomes	1501 Poplar Cove St, La Porte	8	1	2	5
12831	1	Bayarea Exotic Pets	1124 S Broadway St, La Porte	2	1	2	1
12833	1	BAYOU CITY IND 4	1606 S 16TH ST	4	1	1	1
12839	1	Bayport Animal Hospital	10105 W Farimont Pkwy, La Porte	4	1	1	1
13169	1	Bayport Apts	233 Bayshore Dr, La Porte	6	1	2	1
12836	1	Bayport Machine	11825 W Fairmont Pkwy, La Porte	4	1	1	1
12837	1	BAYPORT MOTEL	112 N 8TH ST	3	1	1	1
17549	1	Bayport Training Center	905 S 14TH ST	6	1	1	1
12840	1	Bayshore Baptist Church	11311 Spencer Hwy, La Porte	8	1	1	1
12	1	Bayshore Condos	724 S 1st St, La Porte	6	1	3	2
12843	1	BAYSHORE MOTEL	717 HIGHWAY 146 N	8	1	1	1
12844	1	Baytown Seafood	1101 Highway 146 S, La Porte	8	1	2	1
12845	1	Bayview Senior Housing	1111 Bayshore Dr, La Porte	6	1	2	1
12846	1	BECKYS CERAMIC STUDIO	100 W MAIN ST	4	1	1	1
17850	1	Belco Industrial Service	1246 Underwood Rd, La Porte	6	1	1	2
12847	1	BLETSCH STEAM SHIP	212 N 16TH ST	4	1	1	1
18915	1	BLONDIES BAR AND GRILL	1026 S 8TH ST	6	1	1	1
12850	1	BLUE FLASH EXPRESS	1802 S M ST	8	1	2	1
12851	1	BNR Business Inc DBA	3151 Highway 146 S	6	1	1	1
12852	1	BOATS ETC	331 HIGHWAY 146 S	6	1	1	1
15080	1	Breaktime at Fairmont Park	10736 Spencer Hwy, La Porte	4	1	2	1
12855	1	BRENDA BROWN APTS	109 S 3RD ST	2	1	1	1
15112	1	Brewings	8740 Spencer Hwy, Suite A, La Porte	8	1	3	1
12856	1	Brianna Car Wash 4	2331 Underwood Rd, La Porte	4	1	2	1
13196	1	Broadway Carwash	2800 Broadway St, La Porte	4	1	1	1
12857	1	BROOKS FLAG STOP	100 S 8TH ST	3	1	2	1
13261	1	Bullritos	2617 Underwood Rd, La Porte	6	1	3	2
12993	1	BURGER KING #81 (HOUSTON FOODS	1102 HIGHWAY 146 S	8	1	1	1
12860	1	Butch BBQ Stand Forest	2411 Sens Rd, La Porte	2	1	1	1
12861	1	BW LAPORT HOTEL DBA DAYS INN	705 HIGHWAY 146 S	6	1	1	1
12789	1	Canal Cartage CO	1445 Sens Rd, La Porte	8	1	1	1
8269	1	Candlewood Suites	1250 S 13TH ST	8	1	2	1
14846	1	Capreze Equities LLC	3030 Highway 146 S, La Porte	2	1	3	2

Acct #	Site #	Customer Name	Address	Size	QTY	Freq	lifts per wk per container
12865	1	CBRP LLC DBA SUPER 8	702 Highway 146 S, La Porte	3	1	2	1
12866	1	CCC Group	11837 W Farimont Pkwy, La Porte	6	1	2	1
12969	1	Central Mobile Home Comnty	10911 N L ST, La Porte	8	1	2	1
12867	1	CENTRIFUGE REPAIR	302 N 16TH ST	6	1	1	1
12868	2	CERES GULF INC	417 N 8TH ST	4	1	1	1
12869	1	CHANNEL DOOR INC	330 N 11TH ST	6	1	1	1
12871	1	CHEA-HOK	120 HIGHWAY 146 N	4	1	1	1
12872	1	Chem Coast	11820 N H St, La Porte	8	1	1	1
12873	1	Chem Spray	111 N. 17th, La Porte	3	1	3	1
12874	1	CHEMICAL LIME COMPANY	801 N 16TH ST	6	1	2	1
12875	1	CHERRY PICKER PART	502 HIGHWAY 146 N	4	1	1	1
12876	1	Chillis Grill and Bar #1414	8690 Spencer Hwy, La Porte	8	1	4	1
12877	1	CHINESE WOK	501 W MAIN ST	2	1	2	1
19652	1	CHRISMAN ROAD PROPERTY	400 N 11TH ST	8	1	1	1
19652	2	CHRISMAN ROAD PROPERTY	401 N 10TH ST	6	1	1	1
12878	1	Churchill Place	1201 S Broadway St, La Porte	8	2	1	1
18061	1	Churchs Chicken	10905 W Fairmont Pkwy, La Porte	8	1	2	1
12879	1	City Hall	604 W Fairmont Pkwy, La Porte	4	1	2	1
12881	1	CLIFF HALL AND CO	602 N BROADWAY ST	3	1	1	2
15364	1	CN Millstid Properties	11007 W Fairmont Pkwy, La Porte	8	1	1	1
13229	1	Collegeview Apts	3333 Luella Blvd, La Porte	4	1	2	2
13195	1	COLT SERVICES LP	608 N 14TH ST	2	1	1	1
12883	1	Columbia Scaffolding *COD	1511 W G ST	6	1	1	1
12884	1	Comex Corporation	9841 Spencer Hwy, La Porte	4	1	1	1
12885	1	COMFORT SUITES	902 S 8TH ST	6	1	1	1
12886	1	COMMERCIAL LA PORTE LTD	1200 HIGHWAY 146 S	6	1	2	1
12887	1	COMPTONS FLORIST	1031 S BROADWAY	3	1	1	1
19591	1	CONTAINERPORT GROUP	1400 S 16TH ST	6	1	1	1
12888	1	Contech Control Services, Inc	2801 Send Rd, La Porte	6	1	4	1
12894	1	Convington Auto Inc	9310 Spencer Hwy, La Porte	2	1	1	1
12889	1	COOLING TOWERS OF TEXAS	1310 W MAIN ST	8	1	1	1
17865	1	COONROD ELECTRIC	200 N BROADWAY ST	6	1	1	1
17133	1	Core Marine Services	519 N 8TH ST	6	1	1	1
12890	1	CORE TRUCKING OF TEXAS	501 S 16TH ST	4	1	1	1
12891	1	CORNERSTONE SYSTEMS	820 S 8TH ST	3	1	1	1
12892	1	COSTAL EXTERMINATING 4	812 S 8TH ST	4	1	1	1
12893	1	COUPLAND SIGNS	118 S 5TH ST	6	1	1	1
12896	1	CUSTOM WELDING AND FABRICATING	122 S 17TH ST UNIT B UNIT B	3	1	1	1
12897	1	D B WESTERN 4TRASH	12511 STRANG RD	4	1	1	2
12898	1	Dairy Queen	831 S Broadway St, La Porte	6	1	3	1
12899	1	DAVITA DIALYSIS #2098	201 W FAIRMONT PKWY	4	1	1	1
12900	1	DEISEL FUEL MAINT	1607 W MAIN ST	2	1	1	1
13130	1	Delecia Fuller	9919 N P St, La Porte	4	1	1	1
18328	1	Delect Food Inc	1450 W Fairmont Pkwy, La Porte	6	1	4	1
16230	1	Delta Court Apts	3103 Highway 146 S, La Porte	6	1	2	1
19231	1	Delta Garden Apts	3003 Highway 146 S, La Porte	8	1	3	1
17885	1	Delta Heights Apts	3141 Highway 146 S, La Porte	8	1	2	1
13119	1	Dennys	928 Higway 146S, La Porte	8	1	4	1
12902	1	DIAMONDBACK WORKS	901 S 1ST	3	1	1	1
12904	1	Direct Airflow Dist Inc	11810 W Fairmont Pkwy, La Porte	8	1	1	1
12905	1	Discount Tire	8902 Spencer Hwy, La Porte	6	1	2	1
13004	1	DLDB PROPERTIES MGMT INC	429 N 11TH ST	3	1	1	1
13511	1	Dollar General	10405 W Fairmont Pkwy, La Porte	4	1	1	1
13240	1	Dollar General #10014	1218 S Broadway St, La Porte	4	1	1	1
17829	2	Dollar Tree (DLL005538) c/o WM	112 HIGHWAY 146 S	4	1	1	1
13133	1	Dominos Pizza DN0006774	9702 Spencer Hwy, La Porte	3	1	2	1
12908	1	Don Cole	11028 N H St, La Porte	3	1	1	1
12909	1	DORSETT BROTHERS 2	1903 W D ST	2	1	1	1
13311	1	DOW PIPELINE	727 OLD UNDERWOOD RD	4	1	1	2
12910	1	Dr Goodbody Auto	2151 Underwood Rd, La Porte	6	1	1	1
12912	1	DR Rakesh Patel 2	10611 W Fairmont Pkwy, La Porte	2	1	1	1
12913	1	DT Firestone	10720 Spencer Hwy, La Porte	4	1	1	1
12914	1	Dupont Federal Credit Union	2901 Sens Rd, La Porte	8	1	1	1
12915	1	DXP ENTERPRISES	112 N 12TH ST	6	1	1	1
12917	1	Easy Cash Pawn	9708 Spencer Hwy, La Porte	2	1	2	1
12918	1	EL RANCHERO RESTAURANT 8	308 W MAIN ST	8	1	2	1
12919	1	El Toro	616 E Main St, La Porte	6	1	3	1
18472	1	Elite Truck Repair	2014 Sens Rd, La Porte	2	1	1	1
12920	1	Elite turnaround Specialists	11811 N D St, La Porte	8	1	1	1
12921	1	EMCO INC 4	517 S 16TH ST	4	1	1	1
12879	1	EMS Station	10428 Spencer Hwy, La Porte	6	1	1	1
13310	1	Endress and Hauser	10057 Porter Rd, Unit 100, La Porte	6	1	2	1
12922	1	ENTRUST PROFESSIONAL INSURANCE	210 W MAIN ST	2	1	1	1
19155	1	ENVIRONMENTAL RESTORATION	211 N 11TH ST	4	1	1	1
19730	1	Equipco Transportation	1681 Underwood Rd	4	1	1	1
12923	1	EUGENE HOVEY	902 W MAIN ST	3	1	1	1
12879	1	Evelyn Kennedy Civic Center	618 San Jancinto St, La Porte	8	1	2	1
13226	1	Express Lane (Vikil and Bro)	9901 Spencer Hwy, La Porte	2	1	3	1
12926	1	Extra Space 1456	4400 Underwood Rd, La Porte	8	1	1	1
12976	1	F.E Mran Soecial Hazard System	2202 Underwood Rd, La Porte	4	1	1	1
12928	1	Fairmont Park Church	10401 Belfast Rd, La Porte	6	1	2	1
12959	1	Fairway Inn (G S and SONS)	902 Highway 146 S, La Porte	6	1	2	1
12785	1	Fairwood Plaza	11001 W Fairmont Pkwy, La Porte	6	1	2	1
14807	1	Falls A/C AND Heating	113 N 10TH ST	8	1	1	1

Acct #	Site #	Customer Name	Address	Size	QTY	Freq	lifts per wk per container
17829	1	Family Dollar (FAM002258) c/o WM	913 S BROADWAY ST	8	1	1	1
12933	1	FERGUSON #2735	1701 S 16TH ST UNIT #300 UNIT #300	8	1	1	1
12879	15	Fire Station #1	125 S 3RD ST	2	1	1	1
12879	1	Fire Station #2	9710 Spencer Hwy, La Porte	3	1	1	1
12879	1	Fire Station #3	2400 Sens Rd, La Porte	3	1	1	1
12879	1	Fire Station #4	2900 Broadway St, La Porte	3	1	1	1
17479	1	Firetrol Protection System Inc	2323 Underwood Rd, La Porte	8	1	2	1
12936	1	FIRST ASSEMBLY OF GOD	316 E FAIRMONT PKWY	3	1	1	1
12937	1	FIRST BAPTIST CHURCH	318 S BROADWAY	3	1	1	1
13521	1	First Choice Emergency Room	1220 W FAIRMONT PKWY	6	1	2	1
12938	1	First United Methodist	9601 W Fairmont Pkwy, La Porte	4	1	2	1
12939	1	Fischers Hardware	1012 S Broadway St, La Porte	8	1	2	2
12879	1	Fitness Center	1304 S Broadway St, La Porte	8	1	3	1
12940	1	Follos Construction	111 N. Broadway St, La Porte	4	1	2	1
12942	1	FORCE CORP	330 N 13TH ST	6	1	1	1
12944	1	Forest View Mobile	600 McCabe Rd, La Porte	8	1	4	3
12945	1	Forrest Services Inc	2231 Sens Rd, La Porte	6	1	1	1
12946	1	FORT VALE INC 4	126 N VIRGINIA ST	4	1	1	1
12948	1	Four Fairmont LLC	10811 W Fairmont Pkwy, La Porte	8	1	2	1
12950	1	FRATERNAL ORDER OF EAGLES 8	803 S 8TH ST	8	1	1	1
12930	1	FREDERICK INC 4	420 HIGHWAY 146 N	4	1	2	1
18836	1	FRESENIUS CLINICS #4185	1307 W FAIRMONT PKWY	6	1	1	1
15386	1	Frontier Feed and Apparel	11032 Spencer Hwy, La Porte	8	1	1	1
12952	1	FRONTIER LOGISTICS 6	801 N BROADWAY ST	6	1	1	1
12955	1	Funcare Childrens Center	12955 W Fairmont Pkwy, La Porte	4	1	1	1
15629	1	Gallington Enterprises LLC	215 W MAIN ST	4	1	1	1
12960	1	GANDP Office Furniture	506 Highway 146 S, La Porte	8	1	2	1
12961	1	Garden of Eden Florals	10406 Spencer Hwy, La Porte	4	1	1	1
12962	1	GARDEN SUITES	107 N 8TH ST	6	1	1	1
12963	1	Gary Bass	10101 N P St, La Porte	6	1	1	1
18896	1	GB Premium Octg Services LLC	8410 Spencer Hwy, La Porte	3	1	1	1
12968	1	GIRARD EQUIPMENT 4	531 HIGHWAY 146 N	4	1	1	1
17269	1	Glenwood Baptist Church	2104 Underwood Rd, La Porte	4	1	1	1
18477	1	GMA Americas	1434 Sens Rd, La Porte	6	1	1	1
12971	1	Great Value Storage #04-047	10601 W Fairmont Pkwy, La Porte	4	1	2	1
12973	1	Gringos Mexican Café 6	2631 Underwood Rd, La Porte	8	1	4	2
12977	1	GULF INTERMODAL	101 STRANG RD	6	1	1	1
12978	1	GULF STATES PROTECTIVE COATING	201 N 16TH ST	8	1	1	1
12979	3	GULF WINDS INTERNATIONAL INC	409 N BROADWAY ST	4	1	1	1
12979	2	GULF WINDS INTERNATIONAL INC	1117 N BROADWAY ST	6	1	1	1
12979	1	Gulf Winds International Inc	1842 S 16Th St, La Porte	6	1	2	3
19729	1	H and R block	1402 W Fairmont Pkwy, La Porte	2	1	1	1
12983	1	HAMMELMANN CORP	402 HIGHWAY 146 S	2	1	1	1
16904	1	Hampton Inn and Suites	1328 Highway 146 S, La Porte	8	1	2	1
12984	1	Happy Harbor Apts	900 Parkway St, La Porte	6	1	3	1
18290	1	Hard Line Rail	909 S 14TH ST	2	1	1	1
12985	1	Harris County Dept of Education	927 S 1st St, La Porte	8	1	2	1
12980	1	HARTEMBERGER 2	903 S 8TH ST	2	1	1	1
12986	1	Harvey and Rhin Aviation	101 Airport Blvd, La Porte	3	1	1	1
12986	1	Harvey and Rhin Aviation	702 Farrington Dr, La Porte	2	1	1	1
19780	1	HAZMAT SPECIAL SERVICES	529 S 16TH ST	8	1	1	1
12854	1	High Achievers	9608 Spencer Hwy, La Porte	3	1	1	1
12854	1	High Achievers	10001 Spencer Hwy, La Porte	6	1	1	1
12988	1	Highway Transport Inc	520 S 16th St. La Porte	8	1	3	1
12989	1	Hoang Investment Corp	10910 Spencer Hwy, La Porte	4	1	1	1
14263	1	Hoerbiger	12206 W Fairmont Pkwy. La Porte	8	1	2	1
12903	1	Holiday Inn Express 4	908 W G ST	5	1	1	1
12990	1	HOLLOWAY ENTERPRSES INC	705 S 8TH ST	3	1	1	1
12994	1	HOUSTON TRAINING SCHOOL	908 W MAIN ST	2	1	1	1
19029	1	Hydro Tex	11802 W Fairmont Pkwy, La Porte	4	1	2	1
12997	1	HYDROCHEM 8	602 S 16TH ST	8	1	1	1
12998	2	IBERVILLE INSULATIONS LLC	611 S 8TH ST	2	1	1	1
15614	1	IE Group	415 W BARBOURS CUT BLVD	4	1	1	1
12999	1	ILA 1351 FCU	10920 Spencer Hwy, La Porte	2	1	1	1
16212	1	Imperial Crane Services FAC-21341	1410 S 16TH ST	4	1	1	1
13000	1	IN TERMINAL SERVICES	515 E BARBOURS CUT BLVD	4	1	1	2
18492	1	Insulation Contractors AND Supply	615 E A ST	2	1	1	1
13298	1	Inter Gulf	8989 HIGHWAY 225	6	1	1	2
13003	1	INTERCOASTAL SALES CO	601 S 16TH ST	4	1	1	1
15183	1	Intergulf Corporation	428 HIGHWAY 146 S	2	1	1	1
14184	1	Intergulf Corporation	12003 Strang Rd, La Porte	6	1	2	1
16229	1	Intertek Asset Integrity Management Inc	101 OLD UNDERWOOD RD STE F	6	1	1	2
15821	1	Iron Guard Storage	2915 N 23rd St, La Porte	8	1	1	1
17149	1	ITT	1320 W TYLER ST	2	1	1	1
13008	1	Jacinto Medical	11006 Spencer Hwy, La Porte	6	1	1	1
13009	1	Jack Doheny Supples	2506 Sens Rd, La Porte	4	1	2	1
12799	1	Jack in the Box Inc	1018 Highway 146 S, La Porte	6	1	4	1
13010	1	JACKS GROCERY *CASH ONLY*	1022 W FAIRMONT PKWY	8	1	1	1
13011	1	JACKS SUPERMARKET	3124 HIGHWAY 146 S	8	1	1	1
13012	1	Jacobs Field Services	1801 Sens Rd, La Porte	8	1	1	1
13013	1	JAKE HARRIS AND SONS 3	631 S 16TH ST	3	1	1	2
13005	1	Jandi Body Shop	1517 W Main St	3	1	1	1
13176	1	JETECH RENTALS LLC	524 HIGHWAY 146 S	3	1	1	1
13014	1	JJ CENTER MEZA	704 W MAIN ST	4	1	1	1

Acct #	Site #	Customer Name	Address	Size	QTY	Freq	lifts per wk per container
13014	1	JJ RESTAURANT MEZA	700 W MAIN ST	6	1	1	1
13015	1	JK ENTERPRISES	525 S 16TH ST	8	1	1	1
18062	1	JLL Capital One c/o Republic Svs	9055 Spencer Hwy, La Porte	4	1	1	1
13016	1	JM GOODMAN	712 W FAIRMONT PKWY	3	1	1	1
13017	1	Joint Venture Piping Inc	2221 Sens Rd, La Porte	6	1	1	2
18506	1	K2 Industrial	120 S 16TH ST	4	1	1	1
13020	1	KBK Food Mart	9803 W Fairmont Pkwy, La Porte	6	1	2	1
13021	1	Kings Bay Inn	1601 S Broadway St, La Porte	2	1	1	1
13285	1	Kings BBQ	1322 Underwood Rd, La Porte	8	1	2	1
13022	1	KINGS BBQ	521 W MAIN ST	8	1	2	1
18038	1	Kobelco	11817 W Fairmont Pkwy, La Porte	2	1	1	1
13024	1	KWIK KAR OF LA PORTE 4	603 W FAIRMONT PKWY	4	1	1	1
13025	1	La Car Porte	10701 W Fairmont Pkwy, La Porte	3	1	1	1
13307	1	La Petite	8414 Spencer HWY, La Porte	6	1	1	1
13027	1	LA PORTE AUTOMOTIVE	201 N 10TH ST	3	1	1	1
16974	1	La Porte Center LLC	1101 S Broadway St, La Porte	8	1	3	1
13029	1	LA PORTE COMMUNITY CHURCH	202 S 1ST ST	4	1	1	1
13116	1	La Porte Family Dental	8401 W Fairmont Pkwy, La Porte	2	1	1	1
13030	1	LA PORTE FEED AND SUPPLY	127 N 18TH ST	2	1	1	1
13031	1	La Porte Flight Line LLC	202 Farrington Blvd, La Porte	6	1	1	1
13032	1	La Porte Food Mart	10951 W Fairmont Pkwy, La Porte	8	1	1	1
13033	1	La Porte ISD	9832 Spencer Hwy, La Porte	6	1	2	1
13033	1	La Porte ISD	800 McCabe Rd, La Porte	8	1	5	1
13120	1	LA PORTE MEDICAL CTR	410 E FAIRMONT PKWY	4	1	1	1
13035	1	LA PORTE SHELL	111 N 10TH ST	8	1	1	1
18732	1	La Porte Shopping Center	112 Texas 146 S, La Porte	8	1	3	2
19015	1	La Porte Texan and Darlings	3200 Underwood Rd, La Porte	6	1	1	1
13037	1	La Porte Tire	11011 W Fairmont Pkwy, La Porte	6	1	2	1
13038	1	LA PORTE TOBACCO	913 S BROADWAY ST	2	1	1	1
13039	1	LA PORTE TOWING	202 N 11TH ST	3	1	1	1
12815	1	LA PORTE TRUCK SALES 2	905 W BARBOURS CUT BLVD	6	1	1	1
13135	1	LaQuinta	1105 Highway 146 S, La Porte	8	1	4	1
19253	1	LBY Foods LLC	9629 W Fairmont Pkwy, La Porte	8	1	3	1
14655	1	LC AND E TRUCK AND TRAILOR INC	1813 W MAIN ST	3	1	1	1
13042	1	Lechi Bakery	10625 W Fairmont Pkwy, La Porte	4	1	2	2
13043	1	LEONARDS AUTOMOTIVE	305 W FAIRMONT PKWY	3	1	1	1
12879	1	LIBRARY	600 S BROADWAY ST	4	1	1	1
13045	1	Life Community Church	9529 W Fairmont Pkwy, La Porte	8	1	1	1
13046	1	Light of Christ Lutheran	2530 S Broadway St, La Porte	3	1	1	1
12954	1	LION KING TRUCK STOP 8	201 W BARBOURS CUT BLVD	8	1	2	1
12879	1	Little Cedar Bayou Park	600 Little Cedar Bayou Dr, La Porte	8	1	3	2
14776	1	LLE PROPERTY LLC	915 S 8TH ST	3	1	1	1
16076	1	Locktile Storage La Porte	2619 Underwood Rd, La Porte	4	1	1	1
18550	1	Loco Motors	9318 Spencer Hwy, La Porte	2	1	1	1
13050	1	LOGISTIC CTR-HUB-HOUSTON PO 5115	1921 S 16TH ST	4	1	1	1
13051	1	LOHMAN GLASS	228 N 8TH ST	3	1	1	1
12879	1	Lomax Park	1508 Lomax School Rd, La Porte	8	1	3	1
13056	1	Longview Inspection	101 Underwood Rd, BLDG J, La Porte	8	1	2	1
13033	1	LPISD	526 San Jancinto St, La Porte	8	1	3	1
13033	1	LPISD DEWALT	401 N 2ND ST	6	1	2	1
13033	1	LPISD (Agricultural BLDG)	2015 Sens Rd AA, La Porte	8	1	5	2
13033	1	LPISD (Support ISD)	2015 Sens Rd AA, La Porte	8	1	3	1
13033	1	LPISD Administration	1002 San Jancinto St, La Porte	8	1	3	1
13033	1	LPISD Baker Junior High	9800 Spencer Hwy, La Porte	8	1	5	1
13033	1	LPISD Gym	301 E Fairmont Pkwy, La Porte	4	1	5	1
13033	1	LPISD Jenie Reid Elementry	10001 W Fairmont Pkwy, La Porte	6	1	5	2
13033	1	LPISD La Porte Elementry	725 S Broadway St, La Porte	8	1	5	2
13033	1	LPISD La Porte High School	301 E Fairmont Pkwy, La Porte	8	1	5	3
13033	1	LPISD La Porte Junior High	401 S Broadway St, La Porte	8	1	5	2
13033	1	LPISD Lomax Elementry	10615 N L ST, La Porte	8	1	5	1
13033	1	LPISD Lomax Junior High	9801 N L St, La Porte	6	1	5	2
13033	1	LPISD Rizzuto Elementry	3201 Farrington Blvd, La Porte	6	1	5	2
13033	1	LPISD ROTC	723 S BROADWAY ST	2	1	1	1
13033	1	LPISD Vacational Blvd	800 San Jancinto St, La Porte	3	1	5	1
13057	1	LUNSFORD AUTO REPAIR 4	201 E MAIN ST	4	1	1	1
12814	1	M and Y Texaco	10401 W Fairmont Pkwy, La Porte	4	1	1	1
13504	1	Main 101 Grill and Bar	101 E Main St, La Porte	6	1	2	1
13052	1	MAIN PROPERTIES 6	202 W MAIN ST	6	1	1	1
13062	1	MAJESTY INVESTMENTS	602 HIGHWAY 146 S	2	1	1	1
18685	1	MALENEE DONUTS	216 S BROADWAY ST	2	1	1	1
13059	1	Mandm Protection	11831 W Fairmont Pkwy, La Porte	2	1	1	1
13063	1	Maredian Star Inc	1369 Underwood Rd, La Porte	8	2	1	1
13064	1	Maria J. M	3105 Carlisle St, La Porte	4	1	1	1
16350	1	Mariposa at Pecan Park Apts Homes	3535 Canada Rd, La Porte	8	1	2	3
13065	1	Martin Marine 4	2904 N 23rd St, La Porte	4	1	1	1
13066	1	MASS TRANSFER LTD	123 S 17TH ST	2	1	2	1
13067	1	MAXIM CRANE WORKS	401 N 16TH ST	8	1	1	1
17173	1	McCarthy Building Companies Inc 2092	1801 E BARBOURS CUT BLVD	4	1	1	1
18595	1	McDonalds #10853	1102 W Fairmont Pkwy, La Porte	8	1	3	1
13069	1	McPearson Service Center	9901 W Fairmont Pkwy, La Porte	3	1	1	1
14773	1	Mechanical Repair AND Engineering	202 N 18TH ST	4	1	1	1
13070	1	MIKE 3 KINSTLEY	405 HIGHWAY 146 S	3	1	1	1
14840	1	Mikes Antique Station	212 W MAIN ST	2	1	1	1
17155	1	MJ Systems	502 N 8TH ST	4	1	1	1

Acct #	Site #	Customer Name	Address	Size	QTY	Freq	lifts per wk per container
13072	1	Modern GP- Dragon Product	816 W Barbours Cut Blvd, La Porte	6	1	3	6
18937	1	MRC GLOBAL C/O REPUBLIC SERVICES NATIONA	1801 S 16TH ST	4	1	1	1
12879	1	Municipal Court	3005 N 23rd St, La Porte	8	1	1	1
18893	2	NAIG LA PORTE - SERVICE COMPANY	200 STRANG RD	8	1	1	1
15683	1	National Inspection Services LLC	119 N IOWA ST	6	1	1	1
13077	1	Neon Moon Saloon Texas Inc	1201 S 16th, La Porte	6	1	3	1
17145	1	Net Power	11426 W Fairmont Pkwy, La Porte	4	1	1	1
13078	1	NEW ANGELS CONV STORE	711 W MAIN ST	6	1	1	1
13079	1	NEW JERUSALEM CHURCH	210 W POLK ST	3	1	1	1
18285	1	New Orleans Seafood Kitchen	324 W MAIN ST	8	1	1	1
13082	1	NLB Corporation	11506 Spencer Hwy, La Porte	6	1	1	1
12879	1	Northside Civic Center	322 N 4th St, La Porte	6	1	2	1
12879	1	Northwest Park	10210 N P ST, La Porte	8	1	3	1
12947	1	Oak Dale Apts	10914 N L St, La Porte	3	1	1	1
12870	1	Oak Hurst Trailers	2420 S Broadway St, La Porte	8	1	2	1
15166	1	OHL	1902 S 16TH ST	6	1	2	1
13085	1	OLD GLORY MOTORS AND AUTO *AUTOP	409 W MAIN ST	2	1	1	1
13223	1	ONYX	2000 HIGHWAY 146 N	8	1	1	1
13222	1	ONYX Industrial Svcs	1980 Highway 146 N, La Porte	8	2	3	2
13136	1	OREILLY AUTO ORE000520	409 W FAIRMONT PKWY	6	1	1	1
13088	1	OVERLAND DISTRIBUTION INC	200 EXPORT DR UNIT B	8	1	1	1
13089	1	PALA-INTERSTATE 2	1220 W TYLER ST	2	1	1	1
13090	1	Palm Court	1415 S Broadway St, La Porte	3	1	2	1
13091	1	PANCHOS TIRE SHOP	400 S BROADWAY ST	3	1	1	1
13902	1	Papas John #440	210 W Fairmont Pkwy, La Porte	6	1	2	1
17072	1	Paradine LLC	8506 Spencer HWY, La Porte	8	1	3	1
13093	1	Park Ave Homes	810 Caplan St, La Porte	8	1	3	1
13094	1	Parsons Housing Group	8727 W Fairmont Pkwy, La Porte	8	1	2	1
13095	1	PASKEY INCORPORATED	128 S 8TH ST	4	1	2	1
13096	1	PAUL LEE	201 S 3RD ST	2	1	1	1
12879	1	Pecan Park	3600 Canada Rd	8	1	3	1
13098	1	Pediatric Clinc	10407 W Fairmont Pkwy, La Porte	4	1	1	1
13099	1	Pelican Bay Apts	2601 S Broadway St, La Porte	6	2	4	2
18671	1	PEPES MEXICAN RESTAURANT	204 W FAIRMONT PKWY	6	1	1	1
13100	1	PERFORMANCE INSULATION CONTRAC	127 N BROADWAY ST	4	1	1	1
17657	1	Petrin	921 S 14TH ST	3	1	1	1
13101	1	Petrochem Refrigeration	9102 Spencer Hwy, La Porte	6	1	1	1
14584	1	Petroleum Plant Services	215 E MAIN ST	4	1	1	1
13102	1	PFEIFFER AND SON INC 6	116 N 16TH ST	6	1	2	1
13103	1	PFEIFFER AND SON INC 6	116 S 16TH ST 116 THRU 202 116 THRU 202	6	1	1	1
13105	1	Phoenix Services	3008 N 23rd St, La Porte	3	1	2	1
13169	1	Pine Bluff Apts	234 Pine Bluff St, La Porte	2	1	1	1
16952	1	Pipeline	10003 Spencer Hwy, La Porte	8	1	3	1
15810	1	Plastic Express	10100 Porter Rd, La Porte	8	1	1	2
13106	1	PLAZA LIQUORS	1021 S BROADWAY ST UNIT A UNIT A	2	1	1	1
13107	1	Plaza San Jancinto	3331 Luella Blvd, La Porte	8	2	4	2
12879	1	Police Station	3001 N 23rd St, La Porte	8	2	1	1
13108	1	POLLUTION CONTROL	200 S 16TH ST	6	1	1	1
13109	1	PONDEROSA PRECISION PLASTICS	106 N 15TH ST	6	1	1	1
12974	1	Popeyes 4	1509 W Fairmont Pkwy, La Porte	4	1	4	1
13040	1	Port Auto Truck Stop	904 E Barbours Cut Blvd, La Porte	8	1	1	1
13110	2	PORT DISPATCH SERVICES INC	1401 S 16TH ST SUITE 200 SUITE 200	8	1	2	1
13111	1	PORT SHAMROCK 4	105 HIGHWAY 146 S	6	1	1	1
13112	1	Puffer Sweiven	903 Highway 146 S, La Porte	2	1	2	1
14350	1	PV Rentals	302 HIGHWAY 146 S	6	1	1	1
13114	1	Pyro Shield	1424 Sens Rd, La Porte	4	1	2	1
13115	1	Q A Support LP	11005 W Fairmont Pkwy, La Porte	6	1	1	1
13117	1	Quality Inn and Suites	11003 W Fairmont Pkwy, La Porte	8	1	2	1
13118	1	Quick Stop	10339 W Fairmont Pkwy, La Porte	6	1	1	1
13162	1	Rail Logix LP	1920 S 16TH ST	2	1	1	1
13121	1	REFRIGERATED CONTAINER	1802 HIGHWAY 146 N	8	3	1	4
13123	1	REICHEM INC TRANSPORT OF TEXA	1300 S 16TH ST	3	1	1	1
13125	1	REMMEL ENT	1831 W E ST	4	1	1	1
19677	1	Revakkeene	12204 W Farimont Pkwy, La Porte	8	1	1	1
13144	1	RH #12	1020 S 1st St, La Porte	4	1	2	1
13127	1	ROADLINK USA SOUTH LLC	326 S 16TH ST	8	1	1	1
13128	1	Robert Mcgee	10906 N L St, La Porte	2	1	1	1
13129	1	ROELOFS ANTIQUES	319 E MAIN ST	2	1	1	1
12803	1	Rowdys #1	8300 Spencer Hwy, La Porte	8	1	2	1
18809	1	RWC EXPRESS	401 W BARBOURS CUT BLVD	2	1	1	1
13068	1	SAIRAM CATERERS	207 W MAIN ST	4	1	1	1
13140	1	Sammys Groceries Inc	9700 Spencer Hwy, La Porte	6	1	2	1
13139	1	Sams and Daves	1612 Underwood Rd, La Porte	8	1	2	1
13151	1	SANDS INVESTIGATIONS 3	820 W MAIN ST	3	1	1	1
17425	1	Saulsbury Industries	101 OLD UNDERWOOD RD	8	1	1	2
13142	1	SCAFOM USA	1500 S 16TH ST	4	1	1	1
13143	1	SCS TOOLS INC	912 W TYLER ST	6	1	1	1
12879	1	Seabreeze Park	1300 Bayshore Dr, La Porte	3	1	2	1
13146	1	Seniro Living Properties	208 S Utah St, La Porte	6	1	3	1
13147	1	Sens Food Mart	1444 Sens Rd, La Porte	6	1	3	1
17851	1	Sens Food Mart	1906 Sens Rd, La Porte	8	1	2	1
13308	1	Setpoint Intergrated Solutions	10051 Porter Rd, Unit 900, La Porte	8	1	1	2
18553	1	Shackelford Construction	1810 W POLK ST	6	1	1	1
13149	1	Shell Federal Credit	11528 Spencer Hwy, La Porte	6	1	2	1

Acct #	Site #	Customer Name	Address	Size	QTY	Freq	lifts per wk per container
13150	1	Sheng RAAMCO-Harbour Bay Apts	9999 Spencer Hwy, La Porte	8	4	3	4
16143	1	Shepard and Associates Inc	950 S 14TH ST	4	1	1	1
13154	1	SITEX SAFETY AND RESCUE	509 N 8TH ST	3	1	1	1
13378	1	Slyvan Beach Park	636 N Bayshore Dr, La Porte	8	1	3	1
15152	1	Smart Choice Auto Group	621 HIGHWAY 146 S	8	1	2	1
15457	1	Snack Time Food Mart	9701 W Fairmont Pkwy, La Porte	6	1	1	1
13155	1	Snider accurate transmission	10335 W Fairmont Pkwy, La Porte	4	1	1	1
13157	1	Somerton Plaza Partners Inc	8610 Spencer HWY, La Porte	8	1	3	1
18570	1	Sonic Drive In #3379	9827 Spencer Hwy, La Porte	8	1	2	1
13159	1	Southern Kumfort Kitchen	2501 Underwood Rd, La Porte	8	1	4	1
13160	1	Southern Tire Mart	10941 W Fairmont Pkwy, La Porte	6	1	1	1
12825	1	Southwestern Bell Tele	502 W Polk St, La Porte	8	1	3	1
12825	1	SOUTHWESTERN BELL TELE 6	502 W POLK ST	8	1	1	1
13161	1	Speciality Tank Services	2225 Sens Rd, La Porte	8	1	1	1
13163	1	Spencer Cleaners	8220 Spencer Hwy, Pasadena	4	1	1	1
13156	1	Spencer Hwy Shopping Center	8740 Spencer Hwy, La Porte	4	1	1	1
13164	1	Spencer Mini Storage	11220 Specner Hwy, La Porte	8	1	2	1
8011	1	Sprint safety	11804 W Fairmont Pkwy, La Porte	8	2	1	2
13166	1	St James Presbyterian Church	9725 Spencer Hwy, La Porte	3	1	1	1
13167	1	ST JOHNS EPISOPAL	102 E G ST	4	1	1	1
13168	1	ST Mary Carholic Church	816 Park Dr, La Porte	6	1	2	2
13171	1	Star Retail Center	9606 Spencer Hwy, La Porte	4	1	1	1
13172	1	Starcon International	10610 W Fairmont Pkwy, La Porte	8	1	1	1
13174	1	STOP N DRIVE	3209 S BROADWAY ST	4	1	1	1
15545	1	Stripes #5075	17000 Underwood Rd, La Porte	8	1	5	2
15546	1	Stripes #5079	8929 W Fairmont Pkwy, La Porte	8	2	2	2
18372	1	Stripes #5217	2601 W Main St, La Porte	8	2	3	2
13175	1	Stronghold LTD	1440 Sens Rd, La Porte	8	1	1	1
13175	1	Stronghold Specialty Ltd.	225 S 16TH ST	8	1	1	1
13175	1	Stronghold Specialty Ltd	10916 Spencer Hwy, La Porte	4	1	1	1
13173	2	Stronghold Specialty Ltd.	123 S 16TH ST	8	1	1	1
13177	1	Super Deli and Grocery	1824 Sens Rd, La Porte	8	1	1	1
13178	1	SUPER PLUMBER	114 N 1ST ST	4	1	1	1
16216	1	Sylvan Beach Apartments	315 N 2ND ST	6	1	3	2
13179	1	SYLVAN BEACH GROCERY 6	1105 SAN JACINTO ST	6	1	1	1
13378	1	Sylvan Beach Park	636 N Bayshore Dr, La Porte	8	1	3	4
14281	1	Sylvan Beach Pavillion	636 N Bayshore Dr, La Porte	8	1	2	1
13182	1	Taco Bell	11502 W Fairmont Pkwy, La Porte	4	1	4	1
13183	1	Tammie Jay Apts	222 E Farimont Pkwy, La Porte	6	2	3	2
13184	1	Tank Services	8803 Highway 225, La Porte	3	1	2	1
18029	1	Techline Interntional	11810 W Fairmont Pkwy, STE 100, La Porte	4	1	1	1
13188	1	TEMPLO BAUTISTA 2	421 S 15TH ST	2	1	1	1
13190	1	Texas Car Tittle and Payday	8402 Spencer Hwy, La Porte	2	1	1	1
13193	1	Texas General Land Office	11811 N Avenue D, La Porte	4	1	1	1
13194	1	TEXAS INDUSTRIAL MEDICAL LLC	1009 S BROADWAY ST	6	1	1	1
17297	1	Texas Properties Khoury and Turk	1309 W Fairmont Pkwy, La Porte	8	2	3	3
18520	1	TGF Haircutter	1422 W Fairmont Pkwy, La Porte	2	1	1	1
13196	2	THE GAUGE SHOP	609 S 8TH ST	2	1	1	1
13197	1	THE MEDICINE SHOP	800 S BROADWAY ST	3	1	1	1
13198	1	THE PAINTED PONY AND QUILTS	1015 S BROADWAY ST	2	1	1	1
13200	1	TICO TERMINAL TRACTOR	1202 W A ST	6	1	2	1
14179	1	TIGER INDUSTRIAL RENTALS	12803 HIGHWAY 225	6	1	1	2
17798	1	Titan Contracting	11800 W Fairmont Pkwy, La Porte	6	1	1	1
13181	1	TJS Bayou Nar	2914 S Broadway St, La Porte	8	1	1	1
13201	1	TL Anderson	2426 Crescent Dr, La Porte	3	1	1	1
12853	1	Todays Harbor For Children	514 Bayridge Rd, La Porte	6	2	3	2
13204	1	Tony's Bar BQ And Steakhouse	2219 Underwood Rd, La Porte	8	1	2	1
13044	1	Tortillas	9602 Spencer Hwy, La Porte	8	1	2	1
13205	1	Town Apts	121 S Iowa St, La Porte	3	1	2	1
13206	1	Township Townhomes	3001 Falk Ct, La Porte	8	1	3	1
14789	1	Transwestern	8920 Spencer Hwy, La Porte	8	1	3	1
12879	1	Treatment Plant	1301 S 4th St, La Porte	3	3	2	1
13207	1	TRI Star Aviation 6	10615 Spencer Hwy, La Porte	6	1	1	1
13209	1	TRUCK AND TRAILER INSPECTION	932 HIGHWAY 146 S	6	1	1	1
19566	1	TURNAROUND SPECIALTY GROUP	307 S 8TH ST	2	1	1	1
13210	1	Turnkey IANDE LTD	10819 W Fairmont Pkwy, La Porte	8	1	1	1
13211	1	U WASH LAUNDRYMAT	911 S BROADWAY ST SUITE B	6	1	1	1
13212	1	Underwood Aninal Clinic	2199 Underwood Rd, La Porte	3	1	1	1
13290	1	United Rental	8787 Highway 225, La Porte	8	2	1	6
13214	1	United Welding Supplies	2606 Sens Rd, La Porte	8	1	1	1
13132	1	UPRR (PERM) HO142 6YD	12414 HIGHWAY 225	6	3	1	4
13216	1	USA INTERCARGO LLC	1920 W FAIRMONT PKWY	2	1	1	1
13218	1	USPS LA PORTE 484940 3	801 W FAIRMONT PKWY	3	1	2	1
13219	1	UTILITY TRAILER SALES SE	615 HIGHWAY 146 N	8	1	1	1
18194	1	VALLEY SOLVENTS AND CHEMICALS	11604 STRANG RD	6	1	1	1
14681	1	Value Place Hotel La Porte	1506 w Fairmont Pkwy, La Porte	8	1	3	1
13221	2	VAPOR POINT LLC	1306 W F ST	4	1	1	1
13224	1	VESCO OFFICE SUPPLY 6	425 N 10TH ST	6	1	1	1
13225	1	VICTORY TABERNACLE	721 E MAIN ST	4	1	1	1
13227	1	Village Pizza and Seafood	1128 S Broadway St, La Porte	8	1	4	1
16282	1	Villages by the Bay	1026 S 6th St, La Porte	6	1	3	2
12906	1	VPS Testing And Inspection	318 N 16Th, La Porte	2	1	3	1
17877	1	W8 Shipping	408 N 16TH ST	4	1	2	1
13242	1	Wachovia National Bank	1001 Highway 146 S, La Porte	6	1	2	1

Acct #	Site #	Customer Name	Address	Size	QTY	Freq	lifts per wk per container
13304	1	Waffle House Unit #1207	1501 Fairmont Pkwy, La Porte	4	1	2	1
13230	1	Walgreens #3001	1101 S Broadway St, La Porte	4	1	2	1
13230	1	Walgreens #3286	9705 Spencer Hwy, La Porte	4	1	2	1
15051	1	WALLINGPORT COMPANIES	2205 HIGHWAY 146 N	8	1	2	1
13232	1	WAY SERVICE LTD	608 N 14TH ST	2	1	2	1
19258	1	WECAN LOGISTICS AND SUPPLY LLC PO 1148	816 W POLK ST	6	1	2	1
18966	1	Welsh Collision Center	2426 Sens Rd, La Porte	8	1	1	1
13233	1	WESMOR CRYOGENIC MFG LTD	615 N 6TH ST	8	1	2	1
18641	1	Whataburger #513	1201 W Main St, La Porte	8	1	6	1
19369	1	WHEELSTONE AUTO SALES	1220 W MAIN ST	2	1	1	1
13238	1	Winstons Cars	9218 Spencer Hwy, La Porte	2	1	1	1
13243	1	WMNA/ Aaron Rents Inc	8740 Spencer Hwy, La Porte	8	1	1	1
13244	1	WORLD FINANCE CORP	909 S BROADWAY ST	2	1	1	1
13246	1	Ybarra Investments	9709 Spencer Hwy, La Porte	8	1	2	2
13249	1	ZEMANEK MARINE SERVICES	229 N 16TH ST	2	1	1	1

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: March 26, 2018
Requested By: Kristin Gauthier
Department: Emergency Management
Report: Resolution: Ordinance:
Other: _____

Appropriation

Source of Funds: CIP/UASI Grant
0156054-5101100
(\$112,000)
Account Number: 0326054-5101100
(\$18,287)
Amount Budgeted: \$130,287.00
Amount Requested: \$91,481.00
Budgeted Item: YES NO

Attachments :

- 1. Bid Proposal**
- 2. Ford AV Bid**
- 3. Bid Tabulation**

SUMMARY & RECOMMENDATIONS

As part of the FY2018 City budget, Council approved \$130,287.00 for the EOC audio/visual equipment replacement project. This project will completely upgrade the original "backbone" of the A/V system from analog to digital, and upgrade the projectors, projection screens, and additional displays. This replacement is needed because the current system and associated equipment, originally installed in 2007, is at end of life.

To assist with this project, the Office of Emergency Management applied for the FY2017 Urban Area Security Initiative (UASI) grant through the Homeland Security Grant Program. The City was awarded the grant in the amount of \$18,286.32, which City Council authorized and approved on December 11, 2017. There are no matching funds required for this grant. The award is 100% federally funded.

Sealed Bid #18010 was advertised in the Bay Area Observer on February 01, 2018 and February 08, 2018. The bid was publicly opened and read on Tuesday, February 20, 2018 at 2:00 p.m. Fifty six (56) vendors were notified of the bid, with thirty nine (39) vendors accessing the solicitation, and twenty eight (28) downloading the bid documents. Three (3) vendors responded to the bid.

As part of the bid request, three separate options were included to relocate existing electrical outlets, and patch and paint, where needed. Due to the bid pricing received for these three options, staff has decided to complete this work in-house.

Staff evaluated the three (3) returned bids. The low bidder was determined to be Ford Audio Visual Systems ("Ford AV"), with a \$91,481.00 total bid, excluding Options 1A, 1B, and 2. This bid meets the specifications required by the City.

Action Required of Council:

Consider approval or other action awarding Sealed Bid #18010 to Ford Audio Visual Systems.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Invitation to Bid
Sealed Bid #18010 – Audio and Visual Equipment

required for use by

The City of La Porte Emergency Operations Center Department

issued by

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

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

Bid Opening Date: Tuesday, February 20, 2018

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.

BONDS: All bids shall be accompanied by an acceptable Bid guaranty in an amount of not less than five percent (5%) of the total Bid. Performance and payment bonds, when required, shall be executed on forms furnished by Owner. Each bond shall be issued in an amount of 100 hundred percent (100%) of the Contract Amount by a solvent corporate surety authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

PREBID: Bidders are encouraged to attend a pre bid conference that will be held on February 6, at 10:00 a.m. CST in the Emergency Operations Center. The Center is located at 3001 N. 23rd Street, La Porte, Texas 77571.

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: February 1, 2018

February 8, 2018



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 City, in its 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 – References
- Exhibit G – System Access Policy



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 Contractor.

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

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

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

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

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



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

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/>)



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.tx.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 may be 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.

By participating in this solicitation, Contractor acknowledges full understanding of and compliance with this requirement.

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.

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.

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

3.2 Compensation Provisions

3.2.1 Ordering, Invoices and Payment

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

3.2.1.1 Invoices

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

3.2.2 Recordkeeping and Audits

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

3.2.2.1 Audits

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

3.2.2.2 Federally Funded Contracts

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

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

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit



to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Texas of federal law, as applicable

3.3 Compliance with all laws

3.3.1 General

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

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

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

3.3.2 Compliance with Environmental Laws and related matters

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

3.3.2.1 Proof of Noncompliance

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

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

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

3.3.2.2 Costs

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



3.3.1 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 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.



4.6 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.

4.7 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.

4.8 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 to upgrade the current Emergency Operations Center audio/visual equipment from analog to digital.

It is anticipated that the project will commence immediately upon award with 120 calendar days for substantial completion and 150 calendar days for final project completion.

A pre-bid meeting will be held at the Emergency Operations Center on February 6, 2018 at 10:00 a.m. The EOC is located at 3001 N. 23rd St., La Porte, Texas 77571

NOTICE: Pre-bid attendees must have their driver's license available prior to being escorted into the facility. Persons with current warrants will be denied entry. Additional background and security requirements may be required to be eligible to perform the work, see Exhibit G.

5.2 Technical Requirements

The System upgrade will include, but may not be limited to, the following:

- Upgrade existing A/V switcher with a 32x32 switcher, including a new A/V rack (current system is Crestron)
- Remove all existing cabling and run new cabling from rack to designated terminals
 - The City is planning for twenty (20) inputs and ten (10) outputs with this upgrade
- Replace three (3) existing projectors with new laser projectors
- Replace three (3) existing projection screens with screens to match the aspect ratio of the new laser projectors
- Remove two (2) existing TV's, and replace with one 46" TV
- Remove two (2) existing TV's (around 50"), and replace with two (2) 70" TV's
- Ceiling mounts will be needed for the three (3) projectors and two (2) 70" TV's (if new equipment is not compatible with current mounts)
- One (1) wall mount will be needed for the 46" TV

5.2.2 Access to the worksite

Contractor shall be screened in accordance with current security policy (Exhibit G). At minimum, any person entering the facility must provide a driver's license, will have a background check by PD, and must not have any outstanding warrants.

5.2.2 Hours of Work

All work related to the project is to be completed between the hours of 8am and 5pm, CST, Monday through Friday. No overtime hours are allowed for the project.

5.2.3 Contractor Supplies and Equipment

Contractor is solely responsible for the delivery of, and the storage and care of all equipment, tools, materials, and other supplies necessary to perform the work. No secured storage area is available.



5.2.4 Safety and Housekeeping

Contractor is solely responsible for safety of all representatives performing the work, proper disposal of any equipment, remnants, and related materials and, daily clean-up. Work area shall be left "broom-clean" and free from any equipment remnants or debris, and shall be left in the original condition prior to commencing the work.

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.

6.2 Bonds

A Performance Bond and Payment Bond, furnished as a guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas is required, each in the full amount of the Bid. When required, the City's bond forms will be included and must be used.

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.



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 _____



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 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.

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: _____



8.3 Bid Execution By a Partnership

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

BUSINESS NAME: _____

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

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

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

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

Notary Public Signature

Commission Expires: _____

(Seal)



8.4 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 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.

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)



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 #18010 Audio and Visual Equipment

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

Lump Sum to Provide and Install Audio Visual Equipment, as specified \$_____

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 _____ days after receipt of order.

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)

Do you allow for payments using the City's Procurement Card Provider, CitiBank (this is the preferred payment method in many instances)? _____ If "yes", discount offered _____ %

Company Name: _____

Authorized Signer: _____ (Printed Name)

Telephone No: _____

Authorized Signer: _____ (Signature)

E-mail: _____



Exhibit B Insurance Requirements

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

General Liability:

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

Automobile Liability:

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

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
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

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

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.

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

Date



CITY OF LA PORTE
LOCAL BIDDER PREFERENCE APPLICATION

Exhibit D

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

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

1.

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

Name of business/DBA: _____

Address: _____

City: _____ State: _____ Zip: _____

- Sole Proprietorship
- Partnership
- Corporation
- Other _____

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

Name: _____

City: _____

2. General Business Information:

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

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

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



LOCAL BIDDER PREFERENCE APPLICATION, Continued

Name: _____

Address: _____

Contract Value \$ _____

(c) Other economic development benefit deemed pertinent by applicant

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

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

(Name of Bidder) (Date)

(Signature)

(Print Name)

THE STATE OF TEXAS §

§
COUNTY OF _____ §

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

NOTARY PUBLIC, STATE OF TEXAS
Printed Name: _____
Commission Expires: _____

Exhibit E

House Bill 89 VERIFICATION

I, _____ (Person's name), the undersigned representative and authorized agent of _____ (Company or Business name)

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE



Exhibit F

References:

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

At least 2 references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of equipment installation involved for each reference provided.

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

System Access Policy for Applicants or Employees		
Offense	Original Application for Access	Person Who Already has Access
Felony Conviction	Permanent Disqualifier	Permanent Revocation of Access
Felony Deferred Adjudication	Permanent Disqualifier	Suspension of Access for 20 years
Class A Misdemeanor Conviction	Permanent Disqualifier	Suspension of Access for 10 years
Class A Misdemeanor Deferred Adjudication	Permanent Disqualifier	Suspension of Access for Term of Deferral
Class B Misdemeanor Conviction	Disqualifier for 10 years For Class B Conviction that occurred between 5 -10 years ago, agency head may appeal to DPS for a waiver if there are mitigating circumstances.	Suspension of Access for 10 years For Class B Conviction that occurred between 5 -10 years ago, agency head may appeal to DPS for a waiver if there are mitigating circumstances.
Class B Misdemeanor Deferred Adjudication	Disqualifier for 10 years For Class B Deferred Adjudication that occurred between 5 -10 years ago, agency head may appeal to DPS for a waiver if there are mitigating circumstances.	Suspension of Access for Term of Deferral
Indictment for any Criminal Offense	Disqualifier until Disposition	Suspension of Access until Disposition
Family Violence Conviction	Permanent Disqualifier	Permanent Revocation of Access

It should be noted that this System Access policy applies to commissioned peace officers and terminal operators and others with network access to CJIS systems as well as an employee who may have access to an area where this information is received, maintained or stored either manually or electronically.

The Department will allow access to DPS and FBI systems when a peace officer has a valid active license from the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE). This means the Department will not revoke a peace officer's access as long as the TCLEOSE license remains valid and active regardless of any criminal history background.



February 01, 2018

**Addendum No 1
Bid #18010 – Audio and Visual Equipment**

Invitation to Bid

Current Invitation to Bid reads that prebid will be held on February 6, 2018. The date has been changed:

From: 2-6-18

To: February 13, 2018, 10:00 a.m. CST in the Emergency Operations Center located at 3001 N. 23rd Street, La Porte, Texas 77571.

Please acknowledge receipt of addendum by signing below. **This form must accompany your proposal.**

I do hereby acknowledge receipt of Addendum No. 1 to Bid #18010

Signature

Printed Name

Regards,
Sandie Scarborough, CPSM, C.P.M.
Contract Administrator



February 15, 2018

Addendum No 2
Bid #18010 – Audio and Visual Equipment

Section 5.2 Technical Requirements currently reads that "The City is planning for twenty (20) inputs and **ten (10)** outputs with this upgrade. By way of Addendum No 2, it is changed to read "The City is planning for twenty (20) outputs and **eleven (11)** outputs with this upgrade.

Pricing Exhibit A (attached) revised to include Options 1 (A&B) and 2.

Please acknowledge receipt of addendum by signing below. **This form must accompany your proposal.**

I do hereby acknowledge receipt of Addendum No. 2 to Bid #18010

Signature

Printed Name

Regards,
Sandie Scarborough, CPSM, C.P.M.
Contract Administrator



REVISED Exhibit A Pricing to Sealed Bid #18010 Audio and Visual Equipment

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

Lump Sum to Provide and Install Audio Visual Equipment, as specified \$ _____

OPTION 1: (A) Relocate existing electrical outlets in closer proximity to projectors being installed (3 projectors) \$ _____

OPTION 1: (B) Relocate existing electrical outlets for TV's to accommodate new TV installation \$ _____

OPTION 2: Patch and paint to like new condition where installation changes or relocation of equipment within this scope leave visible damages \$ _____

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 _____ days after receipt of order.

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)

Do you allow for payments using the City's Procurement Card Provider, CitiBank (this is the preferred payment method in many instances)?

If "yes", discount offered _____ % Authorized

Company Name: _____
(Printed Name)

Signer: _____
(Signature)

E-mail: _____

Telephone: _____



February 15, 2018

Addendum No 3
Bid #18010 – Audio and Visual Equipment

- Section 5.2 Technical Requirements in Addendum 2 stated incorrectly.
- Addendum 3 corrects Section 5.2 Technical Requirements to read " The City is planning for twenty (20) inputs and **ELEVEN (11) outputs** with this upgrade. Revision to Pricing Exhibit A is correct as issued in Addendum 2.
- We apologize for any inconvenience the published error may have caused.

Please acknowledge receipt of addendum by signing below. **This form must accompany your proposal.**

I do hereby acknowledge receipt of Addendum No. 3 to Bid #18010

Signature

Printed Name

Regards,
Sandie Scarborough, CPSM, C.P.M.
Contract Administrator



REVISED Exhibit A Pricing to Sealed Bid #18010 Audio and Visual Equipment

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

Lump Sum to Provide and Install Audio Visual Equipment, as specified \$ _____

OPTION 1: (A) Relocate existing electrical outlets in closer proximity to projectors being installed (3 projectors) \$ _____

OPTION 1: (B) Relocate existing electrical outlets for TV's to accommodate new TV installation \$ _____

OPTION 2: Patch and paint to like new condition where installation changes or relocation of equipment within this scope leave visible damages \$ _____

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 _____ days after receipt of order.

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)

Do you allow for payments using the City's Procurement Card Provider, CitiBank (this is the preferred payment method in many instances)?

If "yes", discount offered _____ % Authorized

Company Name: _____
(Printed Name)

Signer: _____
(Signature)

E-mail: _____

Telephone: _____



Oklahoma City | Tulsa | Dallas | Denver | Las Vegas | Austin | Houston



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

LLC

8.1 Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Solicitation Number 18010 containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) 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 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.

LLC
 NAME OF CORPORATION: Ford Audio-Video Systems, LLC
(Print or Type)

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

TITLE OF SIGNATORY: Jim Ford
(Print or Type)

BUSINESS ADDRESS: 4800 West Interstate 40, Oklahoma City, OK 73128
(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 on behalf of the corporation.

ATTEST: _____
(Corporate Secretary Signature)



State of OK County of Oklahoma

This instrument was acknowledged before me on this 20 day of February, 2018 by Jim Ford as President

(or other authorized officer) and Claire Ford as Secretary of Ford Audio-Video Systems, LLC (Corporation Name).

(Seal)
 Notary Public Signature

Commission Expires: 7/28/21

Oklahoma County of Oklahoma





City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

REVISED Exhibit A Pricing to Sealed Bid #18010 Audio and Visual Equipment

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

Lump Sum to Provide and Install Audio Visual Equipment, as specified \$ 91,481.00

OPTION 1: (A) Relocate existing electrical outlets in closer proximity to projectors being installed (3 projectors) \$ 1,170.00

OPTION 1: (B) Relocate existing electrical outlets for TV's to accommodate new TV installation \$ 1,000.00

OPTION 2: Patch and paint to like new condition where installation changes or relocation of equipment within this scope leave visible damages \$ 1,000.00

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 77 days after receipt of order.

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)

Do you allow for payments using the City's Procurement Card Provider, CitiBank (this is the preferred payment method in many instances)?

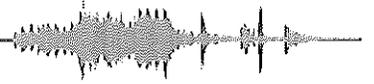
If "yes", discount offered 0 % Authorized

Company Name: Doug Hill (Printed Name)

Signer: [Signature] (Signature)

E-mail: hilld@fordav.com

Telephone: 713-690-0555



City of La Porte
Bid #18010 – Audio Visual Equipment
Scope and Equipment List

SCOPE OF WORK

Ford shall provide and install the following systems for La Porte, TX (Customer) in the Emergency Operations Center (EOC):

1. AUDIO System

- a. Ford shall leave the existing audio system, including the speaker and amplifier, intact and connect to the owner furnished equipment (OFE) single, non-routable source.
- b. Ford shall provide and install one (1) 44 rack unit equipment rack. Ford believes it is important to keep the EOC operational as long as possible, minimizing operation down time. Therefore, Ford recommends assembling La Porte's new equipment rack in our controlled environment, and bringing it completed on site. All cabling can then be installed and connected to the new system.
- c. Ford shall remove the existing rack and unnecessary equipment and hand it to the Customer.

2. VIDEO SYSTEM

- a. One (1) expandable video matrix system shall be installed. The system meets the initial goals of twenty (20) AV inputs, and eleven (11) AV destinations/outputs. However, this system will not limit La Porte to 32x32, which is the minimal goal. It is expandable to 256 x 256 of high definition, up to 4K quality video distribution.

The sources for the matrix system shall be twenty (20) OFE computers. The destinations shall include the existing wall mount displays in the primary EOC room, and the display in the equipment room.

Cables to the OFE computers shall be installed in the raised flooring space. The Customer shall coordinate the removal of the floor carpet tiles.

- b. Three (3) existing fixed-mount wall screens, and three (3) existing video projectors shall be removed and handed to the Customer.
- c. Three (3) 57.5" x 92", 16:10 aspect ratio, wall mounted screens shall be installed in the locations of the current screens.

- d. Three (3) 5,000 lumen, laser-based video projectors shall be ceiling mounted and aligned with the video screens. The projectors shall be connected to the video distribution system. Any video source shall be routable to each projector. Should the City of La Porte choose the electrical option, Ford will relocate the electrical power outlet to a more appropriate location near the projector.
- e. Two (2) existing corner mounted displays at the front of the room shall be removed and handed to the customer.
- f. Two (2) 70", LED commercial grade flat panel displays shall be mounted in the corners and connected to the video distribution system. Any video source shall be routable to each display.
- g. Two (2) existing displays shall be removed from the doorway area above the equipment room, and shall be handed to the customer.
- h. One (1) 46", LED commercial grade flat panel display shall be installed above the doorway leading to the equipment room. Should the City of La Porte choose the electrical option, Ford shall remove the unnecessary electrical outlet, and provide patch and paint at the wall from which the displays were removed.

EQUIPMENT LIST

EOC HD VIDEO EQUIPMENT

Quantity	Description	Price	Extension
31.00	CRES.DM-NVX-350 VIDE.4K60 4:4:4 ENCODER/DECODE	334.00	10,354.00
1.00	CRES.DMXIODIR80 DM XIO DIR VIRTUAL SWIT APPL	3,334.00	3,334.00
2.00	MICR.PD-9524G POWE,24-PORT,MIDSPAN,POE,72W	1,980.00	3,960.00
1.00	CRES.CP3N AV,3-SERIES CONTROL SYSTEM	1,734.00	1,734.00
1.00	APPL.MP2F2LL/A COMP,9.7" IPAD,32GB,WIFI,GRAY	450.00	450.00
1.00	IPOR.70141 ACCE,INDUC CHRГ STND FOR IPAD2	204.00	204.00
1.00	IPOR.70301 CASE,AP.5 SLEEVE IPAD AIR/2 WH	199.00	199.00
1.00	FAV.MISC1 CRESTRON APP ITUNES GIFT CARD	100.00	100.00
1.00	LINK.LAPN300 DATA,WIRELESS ACCESS POINT	100.00	100.00
1.00	CISC.WSC365048T SWIT,CATALYST,3650,48PORT,MANA	4,864.00	4,864.00
1.00	MIDD.ERK-4428 RACK,44RU STAND ALONE RACK	778.00	778.00
1.00	MIDD.ERK-RR44 ACCE,44 SPACE (77") ERK REAR	76.00	76.00
1.00	MIDD.PDT1015CNS POWE, STRIP,10OUT,15AMP,37.75"	114.00	114.00
2.00	MIDD.U2V RACK,2 SPACE VENTED RACKSHELF	53.00	106.00
2.00	MIDD.BR1 PANE,1 SP 1 3/4" BRUSH GR PANE	44.00	88.00
1.00	MIDD.UPS2200RIP UPS,2RU UPS W/NETWORK INTERFAC	1,430.00	1,430.00
	Sub Total		27,891.00

DISPLAYS & PROJECTION

Quantity	Description	Price	Extension
3.00	SONY.VPL-PHZ10 PROJ,4500LM, LASER, WUXGA, WHT	2,692.00	8,076.00
3.00	CHIE.RPMAUW MOUN,UNIV. RPMA W/Q-LOCK WHITE	184.00	552.00
3.00	DRAP.253875FR SCRE,16:10 57.5X92 REACT FIXED	1,287.00	3,861.00
1.00	NEC.V463 DISP.MON,46",LCD,1080P,LED	1,275.00	1,275.00
1.00	CHIE.LTA1U MOUN, LG HEIGHT ADJ, TILT	162.00	162.00
2.00	NEC.E705 DISP.MON 70" LED COMMERCIAL	3,415.00	6,830.00
2.00	CHIE.CMA330 ACCE,CEILING PLATE 1 1/2 THD T	44.00	88.00
2.00	CHIE.CMS0406 MOUN,ADJ. PIPE 48" TO 72"	121.00	242.00
2.00	CHIE.LCM1U SINGLE CEILING MOUNT, LARGE, B	260.00	520.00
		Sub Total	21,606.00

CABLING & MISC HARDWARE

Quantity	Description	Price	Extension
6,000.00	WEST.254246 WIRE,4PR,24AWG,CAT 6,CMP	.37	2,220.00
500.00	WEST.25291B 2,COND,22,7X30,BARE,SHLD,CMP	.11	55.00
20.00	EXTR.26-665-01 ADAP,DISPLAYPORT MALE,HDMI,FEM	34.00	680.00
31.00	EXTR.26-663-06 CABL,HDMI,ULTRA FLEXIBLE, 6 FT	47.00	1,457.00
1.00	CRIMPS, TIES & LABELS	160.00	160.00
1.00	CABLES & CONNECTORS	400.00	400.00
1.00	MOUNTING HARDWARE	800.00	800.00
1.00	RACKING HARDWARE	720.00	720.00
		Sub Total	6,492.00

INTEGRATION SERVICES

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY		35,492.00
		Sub Total	35,492.00
		Merchandise:	55,989.00
		Integration:	35,492.00
		Other:	.00
		Freight:	.00
		Sales Tax:	.00
		Total Amount:	91,481.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Oklahoma, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Ford Audio-Video Systems, LLC 4800 West Interstate 40 Oklahoma City, OK 731285425	INSURER A: Valley Forge Insurance Company NAIC # 20508	INSURER B: National Fire Insurance Company of Hartford 20478
	INSURER C: Continental Insurance Company 35289	INSURER D: Continental Casualty Companies 02186
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W5061021 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6016746553	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	C 6016746522	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 6016746519	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 6 16746536	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions - Technology E&O			6049542865	10/01/2017	12/31/2018	Per Claim Amount \$2,000,000 Aggregate Amount \$2,000,000 Retention \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability.
Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

CERTIFICATE HOLDER	CANCELLATION
EXAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

CONFLICT OF INTEREST QUESTIONNAIRE
 For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.
 Ford Audio-Video Systems, LLC

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.
 n/a

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

2018 February 20
 Date

Exhibit E

House Bill 89 VERIFICATION

I, Jeff Johnson (Person's name), the undersigned representative and authorized agent of Ford Audio-Video Systems, LLC (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:

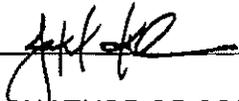
1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above named Company, has with City of La Porte, Texas.

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.*

2018 February 20

DATE



SIGNATURE OF COMPANY REPRESENTATIVE



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Exhibit F References:

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

At least 2 references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of equipment installation involved for each reference provided.

Company Name	Contact	Address	Telephone	E-mail
AT&T	Ryan Everhart	208 South Akard St	214-464-2388	re8686@att.com
Dallas, TX 75202				

Corporate HQ video walls, multiple VTC rooms, nationwide deployment of AT&T Workplace 2020 initiative.

Company Name	Contact	Address	Telephone	E-mail
Texas Instruments	David Phillips	12500 TI Blvd.	214-882-1574	davidphillips@ti.com
Dallas, TX 75243				

Corporate HQ renovations, 520 AV rooms. Additional facilities in Santa Clara. Company wide VTC upgrades.

Company Name	Contact	Address	Telephone	E-mail
JP Morgan Chase	Kip Bedell	575 Washington Blvd. 21st Flr	201-595-1413	kip.bedell@jpmchase.com
Jersey City, NJ 07310				

New Dallas Campus, 3 buildings, 25 systems types, 346 rooms of VTC, projection, huddle and corporate board room.

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail



City of La Porte
Bid #18010 – Audio Visual Equipment
Exhibit G

Ford performs background checks on all potential employees before hiring them. Any candidate that has a felony or misdemeanor conviction is disqualified from becoming an employee.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2018-316022

Date Filed:
02/20/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ford Audio Video Systems, LLC
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
18010
Audio Visual

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ford Audio-Video Systems, LLC	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

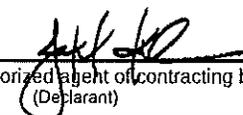
6 UNSWORN DECLARATION

My name is Jeff Johnson, and my date of birth is 12/19/1965.

My address is 4380 Blalock Road, Houston, TX, 77041, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 20 day of Feb, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

February 01, 2018

**Addendum No 1
Bid #18010 – Audio and Visual Equipment**

Invitation to Bid

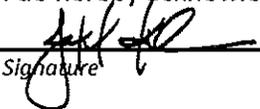
Current Invitation to Bid reads that prebid will be held on February 6, 2018. The date has been changed:

From: 2-6-18

To: **February 13, 2018, 10:00 a.m. CST** in the Emergency Operations Center located at 3001 N. 23rd Street, La Porte, Texas 77571.

Please acknowledge receipt of addendum by signing below. **This form must accompany your proposal.**

I do hereby acknowledge receipt of Addendum No. 1 to Bid #18010



Signature

2018 February 20

Printed Name

Regards,
Sandie Scarborough, CPSM, C.P.M.
Contract Administrator



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

February 15, 2018

Addendum No 2
Bid #18010 – Audio and Visual Equipment

Section 5.2 Technical Requirements currently reads that "The City is planning for twenty (20) inputs and ten (10) outputs with this upgrade. By way of Addendum No 2, it is changed to read "The City is planning for twenty (20) outputs and eleven (11) outputs with this upgrade.

Pricing Exhibit A (attached) revised to include Options 1 (A&B) and 2.

Please acknowledge receipt of addendum by signing below. **This form must accompany your proposal.**

I do hereby acknowledge receipt of Addendum No. 2 to Bid #18010


Signature

2018 February 20

Printed Name

Regards,
Sandie Scarborough, CPSM, C.P.M.
Contract Administrator



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

February 15, 2018

**Addendum No 3
Bid #18010 – Audio and Visual Equipment**

- Section 5.2 Technical Requirements in Addendum 2 stated incorrectly.
- Addendum 3 corrects Section 5.2 Technical Requirements to read " The City is planning for twenty (20) inputs and **ELEVEN (11) outputs** with this upgrade. Revision to Pricing Exhibit A is correct as issued in Addendum 2.
- We apologize for any inconvenience the published error may have caused.

Please acknowledge receipt of addendum by signing below. **This form must accompany your proposal.**

I do hereby acknowledge receipt of Addendum No. 3 to Bid #18010


Signature

2018 February 20

Printed Name

Regards,
Sandie Scarborough, CPSM, C.P.M.
Contract Administrator

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ford Audio-Video Systems, LLC
4800 West I-40
Oklahoma City, OK 73128

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of La Porte Procurement Division Office - Emergency Operations Ctr
604 W. Fairmont Parkway
La Porte, TX 77571

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Video System, La Porte, TX

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of February, 2018


(Witness)

Ford Audio-Video Systems, LLC
(Principal)

By:

(Title)

Fidelity and Deposit Company of Maryland
(Surety)

(Seal)

By:

Jennifer J. Salinas Attorney-in-Fact




(Witness) Tonie Petranek

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Steven R. FOSTER, Jennifer J. SALINAS, Tonie PETRANEK, Deborah ENGLISH, Luke J NOLAN JR, Daphne MASSEY and Jack M. CROWLEY, all of Addison, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians. and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of October, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 31st day of October, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



Bid Tabulation to #18010 - Audio Visual Equipment Upgrade at PD

				Audio Visual Technologies Group	
Item No.	Description	QTY	DataVox, Inc.		Ford AV
1	lump sum to provide and install audio visual equipment as specified	LS	113924.18	113829.08	91481
Option 1A	relocate existing electrical outlets in closer proximity to projectors being installed (3 projectors)	LS	NA	610	1170
Option 1B	relocate existing electrical outlets for TV's to accommodate new TV installation	LS	NA	305	1000
Option 2	patch and paint to line new condition where installation changes or relocation of equipment within this scope leave visible damages	LS	NA	1220	1000
	SubTotal Item 1		113924.18	113829.08	91481
	Sub Total Options (1A, 1B, 2)			2135	3170
	Grand Total		\$113,924.18	\$115,964.08	\$94,651.00

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>March 26, 2018</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: _____ Resolution: _____ Ordinance: _____

<u>Budget</u>
Source of Funds: <u>015</u>
Account Number: <u>015-7070-530-1100</u>
Amount Budgeted: <u>015 \$400,000</u>
Amount Requested: <u>015 \$52,485</u>
Budgeted Item: <u>YES</u> NO

Exhibit: Burditt Consultants Professional Services Proposal
Exhibit: Sample Conceptual Drawing
Exhibit: Sample Custom Designed Facilities

SUMMARY & RECOMMENDATION

The former Texas Parks and Wildlife building, located at the corner of Main Street and S. Broadway (Five Points), has sustained substantial weather related structural and roof damages causing damages to the interior building and contents. The cost of necessary rehabilitation exceeds the cost to demolish the building and prepare the site for a new facility (a new restroom and pavilion).

Thus, the FY 17 budget includes an allocation of \$40,700 for the demolition of the existing facility, as well as funding from the La Porte Development Corporation of \$400,000 for the design and construction of a covered open-air pavilion, restroom facility, storage facility, and parking.

The pavilion and facilities will serve the area during recurring events such as Movie in the Park, Main Street Trade Days, and other outdoor programming.

Burditt Consultants, L.L.C., was selected as the top firm of the two (2) respondents to RFQ #17603, Professional Architectural Design and Engineering Services – Five Points Improvements. The proposal submitted by Burditt Consultants (attached) includes design of an open air pavilion and parking and coordinating design motif with pre-fabricated building manufacture’s architect for a total fee of \$52,485. The pre-fabricated building will be procured using an approved BuyBoard Cooperative Purchasing vendor.

At least one (1) public stakeholder meeting is anticipated prior to the design phase. Additionally, Burditt will provide three (3) conceptual options for the project prior to proceeding with the design phase.

Benefits:

The project will provide useful facilities, such as restrooms and storage, which were provided in the currently unusable existing building. Additionally, the new facility will match the existing art deco design motif, creating a more uniform aesthetic throughout the park.

Liabilities:

Deferring the project would require the procurement and use of portable restrooms for all events hosted at the site.

Operating Costs:

The pavilion will have both electrical and water/sewer service that will incur monthly recurring charges. However, the anticipated utilization is not expected to be much more than what is currently being utilized at this site today.

Action Required by Council:

Consider approval or other action authorizing the City Manager to enter into a professional services contract with Burditt Consultants, L.L.C., for the design, bidding and construction phase services for design and construction of new facilities at Five Points, with a total authorization of \$52,485.00.

Approved for City Council Agenda

Corby D. Alexander

Date

February 15, 2018

Sent Via Email: WingateL@laportetx.gov

Mr. Lorenzo Wingate, P.E.
City Engineer
604 W. Fairmont Parkway
La Porte, Texas 77571

RE: Revised Five Points Improvements Scope of Work for Professional Design Services;
RFQ # 17603; City of La Porte, Texas

Dear Mr. Wingate,

Our proposal for a revised scope of work and project fees is attached. We appreciate the clarity provided in our discussion and the efforts you've made to execute the project in a cost-effective manner. These discussions have been productive and provided us a clear understanding of the needs and desired amenities.

Based upon our current understanding of the project, the attached Exhibit A provides a detailed outline of our proposed Scope of Work and Fees. Also attached is our Level of Effort Estimate for services.

Our proposal of work includes all of the following as relates to pavilion design and construction documentation:

1. Coordination with City-procured prefabricated building vendor
2. Architecture design and documentation;
3. Civil engineering design and documentation;
4. Electrical and plumbing engineering (EP) design and documentation;
5. Structural engineering design and documentation;
6. Windstorm certification design and documentation (pavilion only);
7. Lighting design and documentation;
8. Landscape architecture design and documentation (if any) for hardscape and public space, landscape & street tree plantings as determined appropriate to the site.

Our proposal includes requisite meetings or discussions with specific user groups, selected stakeholders, and other public relations assistance as needed. Our proposed fee quotation is provided as a fixed lump sum amount for the following:

1. Project Programming;
2. Stakeholder Engagement
3. Concept development (3 included);
4. Final Schematic Design;
5. Initial Opinion of Probable Costs (OPC);
6. Preliminary Design through Design Development;
7. Final Design and updated OPC's throughout;
8. Construction Administration as necessary for milestone site visits for architectural plan compliance through Project Closeout.

Site surveying will be conducted on a cost-plus basis after submittal and approval by City for this added service.

All plans will be prepared under the direct supervision and Architect of Record of Eric Geppelt, Architect, AIA, Texas Registration #21283, with appropriate seals affixed by representative staff landscape architects, civil/structural/EP engineers, and irrigation designers responsible for other portions of the project.

We are prepared to begin upon Council approval and execution of a mutually agreeable Professional Services Agreement (PSA). We are pleased to provide a draft PSA for consideration if you prefer this over using the City's standard form.

Thank you for the confidence placed in our firm to execute this important and exciting project. We look forward to designing together, engaging the public together, and successfully executing the Five Points project in a way that creates entertainment opportunities and provides connectivity to the existing footprint so vital to the community. We look forward to discussing any questions you have or for comments regarding revisions you see as appropriate.

Very sincerely,



Charles Burditt

CB/eg

cc: Eric Geppelt, Architect, AIA
J. Shane Howard

Attachment: Exhibit "A" Scope of Services; Level of Effort Estimate
Terms and Conditions
2018 Burditt Consultants Hourly Rate Sheet

Statement of Jurisdiction:

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding a registrant's professional practices. The Board may be contacted at:

TEXAS BOARD OF ARCHITECTURAL EXAMINERS
P. O. BOX 12337 – AUSTIN, TX 78711-2337

Approval and Notice To Proceed:	
	Date _____
By: _____	
CITY OF LA PORTE	

Exhibit A**Project Understanding and
Scope of Work and Fees****PROJECT UNDERSTANDING**

Preliminary program elements to be studied are informed broadly by, and represent, City Staff directed amenities and work to be provided. Programming and subsequent design is a detailed and iterative process; therefore, the following is not intended to be exhaustive. It does serve; however, to establish a basis of agreement that certain infrastructure and facilities should be included in the project assignment:

- The City owns two parcels located within the Main Street District Overlay (MSDO) zoning designation that are the proposed site of the intended project.
- Five Points is a visually important location within the City that is a known gathering place for the community. It now represents the center of the City's entertainment and tourism efforts.
- Events such as Christmas on Main, Mardi Gras, Farmer's Market, outdoor movie nights, company picnics, weddings and family reunions, and small-scale music events have taken place at the venue.
- The City seeks to procure restrooms and storage space to be provided by a pre-fabricated building vendor, along with an adjacent pavilion. The project will also encourage additional events to the site in the future.
- The Five Points Infrastructure Project is to be funded initially by the City's Economic Development Corporation.
- The Project is intended to serve as a main gathering plaza for the community.
- Specific new facilities contemplated include an open-air pavilion, staff parking, restrooms, and storage space. It is understood that restrooms/storage space are part of a prefabricated building to be procured by the City of LaPorte.
- Community Involvement is a component of the assignment including engaging businesses, merchants, neighborhood residents and the general public. Specific user groups may also be considered.
- Burditt will assist the City in coordinating the general appearance and style of the plumbing fixtures, lighting, and exterior/interior conditions of the City-procured prefabricated restrooms and storage space.
- Burditt will assist City Staff by coordinating with the prefabricated building vendor to confirm Staff's needs have been communicated, coordinate the delivery of conceptual drawings from provider to City staff for review/approval, and coordinate the location of the restroom(s) and storage space on site in association with other site elements and features.
- It is understood that the prefabricated building vendor shall be responsible for compliance with all current code, accessibility requirements, and all other appurtenances for a fully operational and functional building, including associated foundation. The prefabricated building vendor is responsible for all drawings, specifications, and engineering related to the design, manufacture, construction of the restrooms and associated storage space.

SCOPE OF WORK

- I. PRELIMINARY DESIGN PHASE:** Includes Program Development, Public Involvement, Site Feasibility Assessment, Early Concepts (3), Final Schematic Design, Preliminary Engineering Reports, Approved Conceptual Master Plan, Initial Opinion of Probable Cost (OPC):
1. Conduct initial Project Kickoff Meeting with Staff (including Parks and Recreation Dept.) and Design Team. During this meeting, a recommended Project Schedule will be presented covering the approximate planning and design schedule. Tasks will be addressed and goals and objectives determined. A recommended schedule for the internal engagement of Staff, Elected Officials, and City identified users will be developed between all team members.
 2. During initial meetings with Staff, we will coordinate and establish design intentions and preliminary program needs, improvements and limits of work, and team member roles.
 3. Coordinate with City staff to initiate Geotechnical Study/Report for future site structures and parking.
 4. Initiate Survey for boundary, topography, easements, and utilities.
 5. Review applicable documents as supplied by Staff as to relevant regulatory and current City code requirements.
 6. Research preliminary site issues and field inspection regarding general topography, accessibility, drainage, and suitability for intended uses.
 7. Develop initial summary from Staff meetings and site visits to be used in identifying the Preliminary Program.
 8. Meet with appropriate mutually agreed upon internal personnel, user groups and selected stakeholders for relevant input and direction.
 9. Engage adjacent subdivision through HOA (if one exists) and nearby merchants or business representatives as directed by City Staff.
 10. Prepare Alternative Early Concepts (up to 3) for project.
 11. Prepare Final Schematic Design of Five Points Improvements with first Opinion of Probable Costs (OPC) for Staff Review.
 12. Meet with Staff to Review and Revise Schematic Design level site improvements.
 13. Utilize Staff input in creating project renderings showing isometric views of project designed in modeling software that can be used by City for marketing, grant application opportunities, and furthering support from the community.
 14. Present Schematic Design level and OPC to City Council, EDC or Parks Board as requested.
- I. DESIGN DEVELOPMENT PHASE:** This phase will be entered with approval from Staff to proceed from the Schematic Design Phase into completing Design Development.
1. Move forward with review of all project engineering components (Civil, EP, Structural) necessary to redevelop site including new parking issues, lighting design, coordination with public and private utility companies, coordination of necessary permitting with applicable entities.
 2. Design in accordance with La Porte's Land Development Regulations, where applicable.
 3. Refine Schematic Design concept selected by Council and/or Staff.
 4. Meet with Staff to Review and Revise Design.
 5. Prepare Design Development Drawings with Staff; Revise OPC.

6. Prepare Preliminary Civil Engineering, Structural Engineering, Electrical/Plumbing Engineering (EP), Architecture, Landscape Architecture Drawings and Irrigation Drawings (if landscape or tree planting is included in the program).
7. Coordinate the preparation of preliminary electrical and plumbing site drawings with City-procured prefabricated building.
8. Any drawings, details, and specifications associated the prefabricated building which are to be incorporated into the Design Development drawings shall be provided by the City-procured prefabricated building provider.
9. Receive the electrical, sanitary sewer, and domestic water demand requirements from the prefabricated building provider.
10. Meet with Staff to review Design Development Submittal.
11. Revise drawings, details, outline specification, and OPC as applicable.
12. Present Preliminary Design and Final OPC for Staff and/or Council approval.

II. FINAL DESIGN PHASE: This phase will be entered with approval from Staff to proceed from Design Development into Final Design.

1. Revise and update CADD base drawings from Architect, Civil/EP/Structural Engineers, Landscape Architect, Irrigation Designer, as required to prepare final Construction Documents.
2. Review bidding requirements (front end documents) with Staff and team.
3. Conduct initial assessment and Preliminary ADA Review Discussions with Burditt's Architect and RAS.
4. Prepare Final Construction Document Design at specific milestones as approved by Staff; i.e., 30%, 60%, 90% progress (or other advised by City Staff) Construction Documents.
5. As part of Final Construction Document Design, provide electrical and plumbing engineering drawings, details, and specifications to coordinate with City-provided prefabricated restroom.
6. Any drawings, details, and specifications associated with the prefabricated building which are to be incorporated into the Final Construction Document Design shall be provided by the City-procured prefabricated building provider.
7. Recommend Potential Phased Implementation Plan (as may be necessary based on project OPC) with discreet bid packages for each discussed.
8. Update Final OPC and review with Staff and team.
9. Produce Final Sealed Architecture Plan, Details and Specifications.
10. Produce Final Sealed Landscape Architecture Plan, Details and Specifications.
11. Produce Final Sealed Engineering (Civil, Structural, EP) Plans, Details and Specifications.
12. Produce Final Sealed Irrigation Plan (if any), Details and Specifications (if landscape and tree planting included in approved program).
13. Submit for TDLR Review.
14. Assist Purchasing Dept. with organization of Project Manual.

III. BID/AWARD PHASE:

1. Coordinate with Staff and Procurement Representatives to review bidding dates, and probable construction timelines/deadlines.
2. Provide AutoCAD drawings as instructed by Staff.
3. Coordinate and assist Purchasing Dept. with the facilitation of the Pre-bid meeting at City facilities.
4. Respond to requests for information (RFI) & questions from bidding contractors.

5. Prepare Addenda as required for distribution by Purchasing Dept.
6. Review Bids and provide observations to Owner in evaluation and on Contract Award.

IV. CONSTRUCTION OBSERVATION PHASE:

1. Arrange and Attend the Project Pre-Construction Conference.
2. Perform Construction Observation site visits (up to 8) at intervals appropriate to the stage of construction.
3. Issue Observation Reports following site visits.
4. Provide recommendations to address changed or unforeseeable conditions that may arise during construction.
5. Review and make recommendations to City on shop drawings, product submittals, test results and other submittals from vendors and contractors.
6. Prepare change orders for contractor and make recommendations for their handling.
7. Attend scheduled construction progress meetings as necessary. Progress meetings are scheduled with construction observation site visits.
8. Participate in Substantial Completion Site Visit and prepare punch list items.
9. Submit Substantial Completion Observation Report to Staff.
10. Review Submittals as required.
11. Communicate and direct contractor of required preparation and delivery of "As- Built" plans and specifications.
12. Conduct Final Completion Observation and Closeout; develop and deliver final report to City.

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V. FEE PROPOSAL

A. BASIC SERVICES FEE:

Based on the proposed Scope of Work and general program currently understood, we propose the following fee structure for services:

PHASE I:	Preliminary Design (25% of fee)	\$ 11,285
PHASE II:	Design Development (20% of fee)	\$ 9,025
PHASE III:	Construction Documents (40% of fee)	\$ 18,055
PHASE IV:	Bid/Award Phase (5% of fee)	\$ 2,255
PHASE V:	Construction Observation Phase (10% of fee)	\$ 4515

***SUBTOTAL PROJECT FEES \$ 45,135**

*** Project fees include all Architect incurred reimbursable expenses.**

B. SPECIAL SERVICES FEE:

Based on the proposed Scope of Work and general program currently understood, the City has instructed that Consultant provide the following:

Building Site Survey (anticipated Not-To-Exceed)	\$ 4,200
Topographic Survey (anticipated Not-To-Exceed)	\$ 3,150

SUBTOTAL PROJECT FEES \$ 7,350

TOTAL PROJECT FEES \$ 52,485

C. ADDED SERVICES FEES:

If necessary, additional City requested and City approved meetings and on-site visits outside the Scope of Work will be billed at hourly rates or pre-approved lump sum amounts.

Public Involvement/Engagement Meetings shall be in the amount of:**\$ 2,000 ea.**

D. NOTES:

1. Project fees include anticipated expenses incurred by Burditt for printing and mileage contemplated within Scope of Work.
2. Project fees are based on the understanding that the restrooms and storage space facilities and associated appurtenances are to be designed, engineered, provided, manufactured, and constructed by a City-procured prefabrication building vendor, including foundation for said structure. Burditt Consultants, LLC makes no warranty expressed or implied for the prefabricated building and associated appurtenances provided by the prefabricated building vendor.

CLIENT CHANGE OF PROJECT SCOPE:

Increases to Project Scope and Program beyond those addressed in PROJECT UNDERSTANDING and SCOPE OF WORK may be considered Additional Services and require mutually agreed upon fee adjustments.

REIMBURSABLE EXPENSES (OUTSIDE OF SCOPE OF BASIC SERVICES):

Reimbursable expenses such as printing, courier service deliveries, mileage (at the rate of \$0.50 per mile), public meeting materials, plottings and boards for presentation, print and/or electronic advertisements for public meetings (including Spanish language) will be additional expenses and shall be invoiced at cost plus five percent (5%).

EXCLUSIONS TO BASIC SERVICES:

CLIENT requests for any of the following shall be considered Additional Services and compensation to CONSULTANT shall be made according to CONSULTANT's published 2018 hourly rates (attached) or fixed fees with prior approval by the CLIENT, or as an Additional Sub-Consultant service:

- a. Archaeological Studies or Services.
- b. Ecological/Environmental or Hazardous Assessment (see Additional Special Services).
- c. Hazard remediation for Asbestos, Brownfield Sites, site contamination, and other hazardous elements (see Additional Special Services).
- d. Re-design of key elements of project after Owner Approval has been given.
- e. Food Service Equipment Design.
- f. Fire Alarm/Suppression System Design/Security Surveillance Design.
- g. Preparation of record drawings.
- h. Lighting Protection Systems/Design.
- i. Emergency Power Generation Systems/Design.
- j. Off-site utility infrastructure Engineering/Design.
- k. Material Testing.
- l. Design of off-site utility infrastructure improvements.
- m. Drainage mitigation.
- n. Preparation of easements by separate instrument.
- o. Construction staking.
- p. Contractor As-Built Plans.
- q. Traffic impact analysis.
- r. LEED Design or Application/Audit.
- s. TDLR Fees with registration review and inspection for T.A.S. compliance.
- t. USACE 404 Permitting or other Wetland and Endangered Species Mitigation.
- u. All permits and/or fees as required by local authorities having jurisdiction.
- v. Resident inspection of Construction Operations by Third Party.
- w. Value Engineering once Final Design Documents and Costs approved by Owner.

Exhibit B**BURDITT CONSULTANTS, LLC
2018 HOURLY RATES**

*HOURLY RATES APPLY ONLY TO ADDITIONAL SERVICES OR FOR REQUESTS MADE OUTSIDE OF BASIC SERVICES. **Hourly Basis Rates for Professional Services not covered under Basic Services and requested by Owner shall be at the following rates:***

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170
Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Senior Planner	\$135
Senior Urban Forester	\$135
Wetland Scientist	\$135
Licensed Irrigator	\$125
Geographic Information Systems (GIS) Planner	\$125
Natural Resource Planner	\$125
Architecture Associate	\$100
Landscape Architecture Associate	\$100
CAD Designer II	\$ 80
CAD Designer I	\$ 70
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 55

Invoices are prepared monthly with payments due 30 days of receipt. Interest at the rate of 1 ½ % per month will be charged on all accounts not paid by the 60th day following the billing date. Reimbursable expenses and necessary sub-consultants not currently required by project and approved by Owner shall be invoiced at cost plus five percent (5%).

TERMS AND CONDITIONS**ADDITIONAL SERVICES**

Additional assignments outside the scope of work will be invoiced at Burditt Consultants, LLC's published 2017 Hourly Rates. Additional assignments include, but are not limited to, any changes due to revisions in the base data relating to this matter, additional design changes following approval by Client, any additional services requested by Client. Additional services will be provided, with prior authorization from Client.

PAYMENT OF FEES

For the scope of services stated herein, Client agrees to pay Consultant the compensation stated in this Agreement. Consultant agrees to submit invoices monthly for services rendered. Invoices shall be forwarded upon completion or, based upon the percentage of completion. Invoices are due and payable, in Conroe, Texas, within 30 days of receipt. Any invoice payment due past 60 days will be subject to interest at the rate of the lesser of (i) one and one half percent (1 1/2%) per month or (ii) the maximum rate allowed by law.

REIMBURSABLE EXPENSES

Necessary reimbursable expenses, such as local project mileage (@ \$0.50 per mile), copies (CAD plots), blue or blackline prints, xerox enlargements, shipping, etc., shall be paid by Client at cost plus five percent (5)%.

FORCE MAJEURE

Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

INDEMNIFICATION

To the fullest extent permitted by law, Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

RISK ALLOCATION

Burditt Consultants, LLC agrees to carry out and perform the services herein agreed to in a professional and competent manner. In recognition of the relative risks, rewards, and benefits of the project both to the Client and Burditt, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Burditt's total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Burditt's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Burditt's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. To the fullest extent permitted by law, reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of reuse by Client or by others acting through Client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

OPINIONS OF COST

When included in Consultant's scope of service, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional general familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

TERMINATION OF CONTRACT

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

TDLR DOCUMENTATION:

Pursuant to Texas Accessibility Standards (TAS) and ADA Requirements, Client is responsible for any fees associated with the review, filing and recording of the Landscape Construction Documents. If an Elimination of Architectural Barriers (EAB) project number is available, Client shall provide Burditt with the number prior to finalization of the Construction Documents. Pursuant to the requirements of the law, Burditt will file the plans for review.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

INSURANCE

Consultant shall maintain in force insurance in the following amounts

\$1,000,000 – General Liability

\$1,000,000 – Professional Liability

Commercial Automobile and Worker's Compensation in the amount required by state law.

TO BE PROVIDED BY CLIENT

Client shall provide the following information if available:

1. Legal descriptions of property (CAD)
2. Any available site plan, electronic files of parking, utilities or easements.
3. If available, prior As-Built Plans from previous contractor services.
4. Results or findings following site demolition that may impact project costs, design, or construction.

Level of Effort Work Breakdown

Project: Five Points Improvements, RFQ # 17603 City of LaPorte, Texas

Date: 2/15/2018

Phase	Phase Description	Task	% of Task Effort	Effort Estimate (Hours)
I	Preliminary Design*			
		Project Kick-off Meeting	3%	2
		Preliminary code review	3%	2
		Site assessment	6%	5
		Develop Preliminary Program	10%	8
		Develop early concepts (up to 3)	21%	16
		Meet with selected user groups and stakeholders	3%	2
		Engage HOA, merchants, and/or local businesses	3%	2
		Prepare final schematic design	23%	17
		Prepare initial OPC	12%	9
		Review schematic design w/ staff	3%	2
		Develop renderings of schematic design	10%	8
		Present Schematic Design to Council, EDC or Parks Board	3%	2
Total:			100%	75

* Survey to occur during this phase and is identified as a separate cost.

Level of Effort Work Breakdown

Project: Five Points Improvements, RFQ # 17603 City of LaPorte, Texas

Date: 2/15/2018

Phase	Phase Description	Task	% of Task Effort	Effort Estimate (Hours)
II	Design Development Phase			
		Review/coordinate project engineering requirements	4%	2
		Review/coordinate LaPorte's Development regulations	4%	2
		Select lighting/plumbing fixtures and exterior/interior finishes	8%	5
		Progress Meeting w/ Staff (Staff approval of fixtures/finishes)	4%	2
		Prepare Design Development Drawings w/ all disciplines	45%	27
		Update OPC	14%	8
		Progress Meeting w/ Staff	4%	2
		Prepare outline specifications of fixtures and finishes.	13%	8
		Present Preliminary Design and OPC for Staff/Council approval	4%	2
		Total:	100%	60

Level of Effort Work Breakdown

Project: Five Points Improvements, RFQ # 17603 City of LaPorte, Texas

Date: 2/15/2018

Phase	Phase Description	Task	% of Task Effort	Effort Estimate (Hours)
III	Final Design Phase			
		Prepare final design drawings (all disciplines)	50%	60
		Review bidding requirements with staff	2%	2
		Progress Meetings w/ Staff (30%, 60%, 90%)	5%	6
		Finalize OPC	7%	8
		Prepare specifications	20%	24
		Prepare drawings to City for permit review	5%	6
		Assist City w/ Preparation of Project Manual for Bidding	9%	11
		Present Final Design and OPC for Staff/Council approval	2%	2
Total:			100%	120

Level of Effort Work Breakdown

Project: Five Points Improvements, RFQ # 17603 City of LaPorte, Texas

Date: 2/15/2018

Phase	Phase Description	Task	% of Task Effort	Effort Estimate (Hours)
IV	Bidding & Award			
		Coordination Meeting w/ Staff for Bidding	15%	2
		Prepare bid drawings for electronic distribution	15%	2
		Assist staff w/ Pre-Bid meeting	15%	2
		Respond to questions during Bidding	15%	2
		Issue Addenda as required	20%	3
		Tabulate bids and make recommendation on Contract Award	20%	3
Total:			100%	15

Level of Effort Work Breakdown

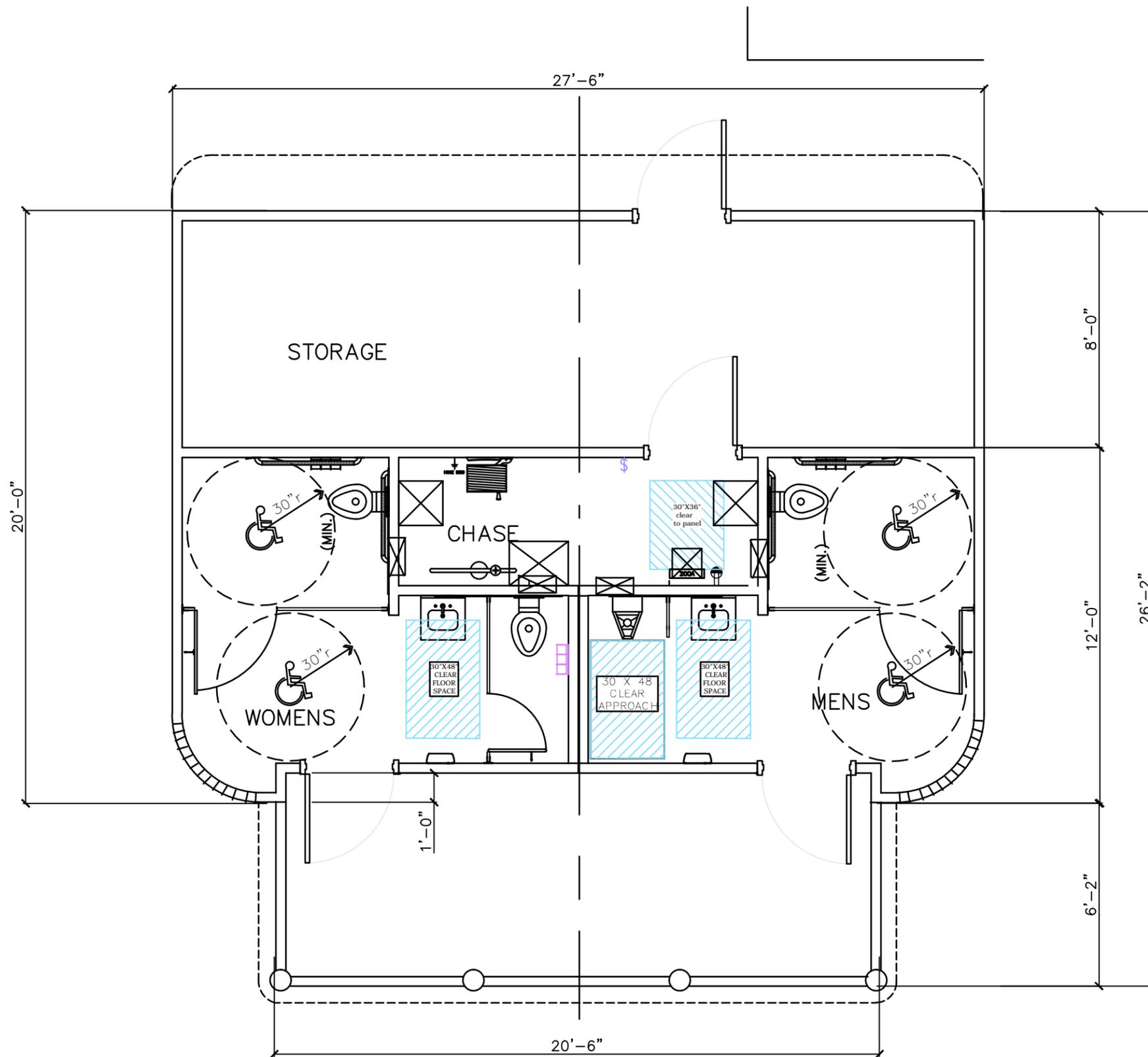
Project: Five Points Improvements, RFQ # 17603 City of LaPorte, Texas

Date: 2/15/2018

Phase	Phase Description	Task	% of Task Effort	Effort Estimate (Hours)
V	Construction Observation			
		Assist staff with preconstruction meeting	7%	2
		Perform construction observation at regular intervals	11%	3
		Issue construction observation reports	11%	3
		Review submittals	16%	5
		Respond to RFIs	15%	5
		Assist/attend staff with construction progress meetings	11%	3
		Assist staff with project review prior to Substantial Completion	7%	2
		Provide Substantial Completion Observation Report	7%	2
		Conduct final completion services, including observation and assist Client w/project close-out process.	15%	5
Total:			100%	30

FLOOR PLAN

299 SQFT



RFL Restroom Facilities Limited
 1707 COLT CIRCLE
 MARBLE FALLS, TX 78654
 512-222-5454

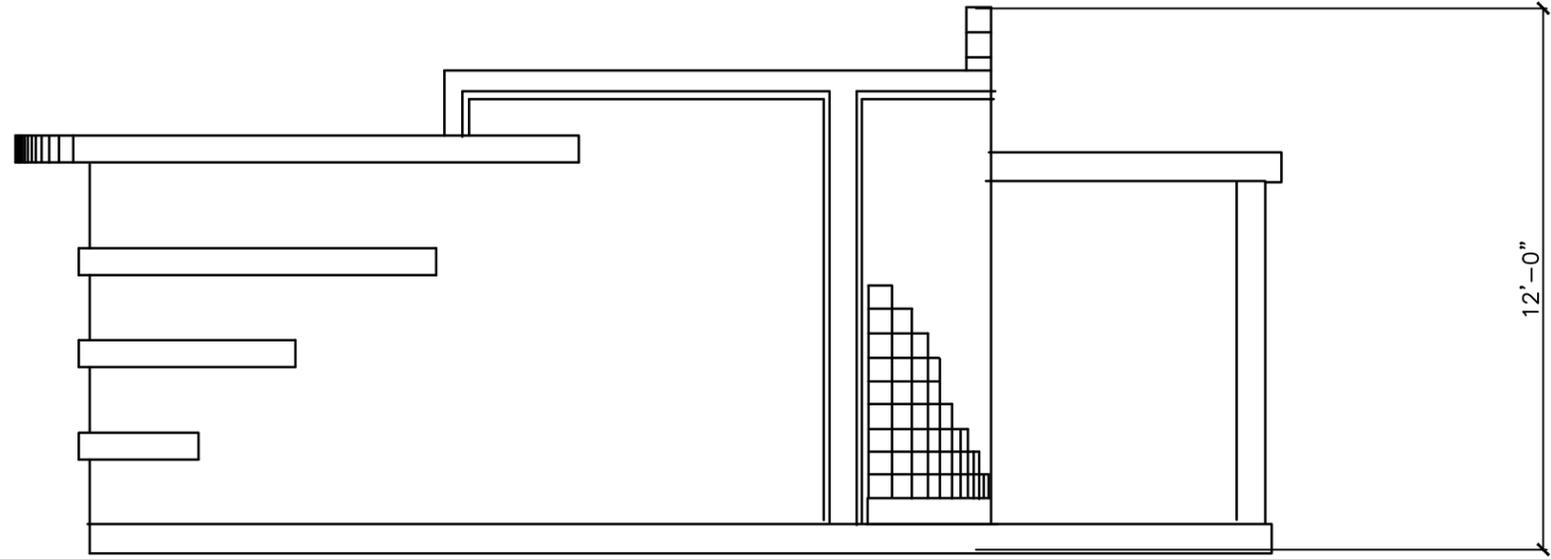
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RFL MODEL #: B312STCE
 PROJECT: FIVE POINTS PLAZA
 X X

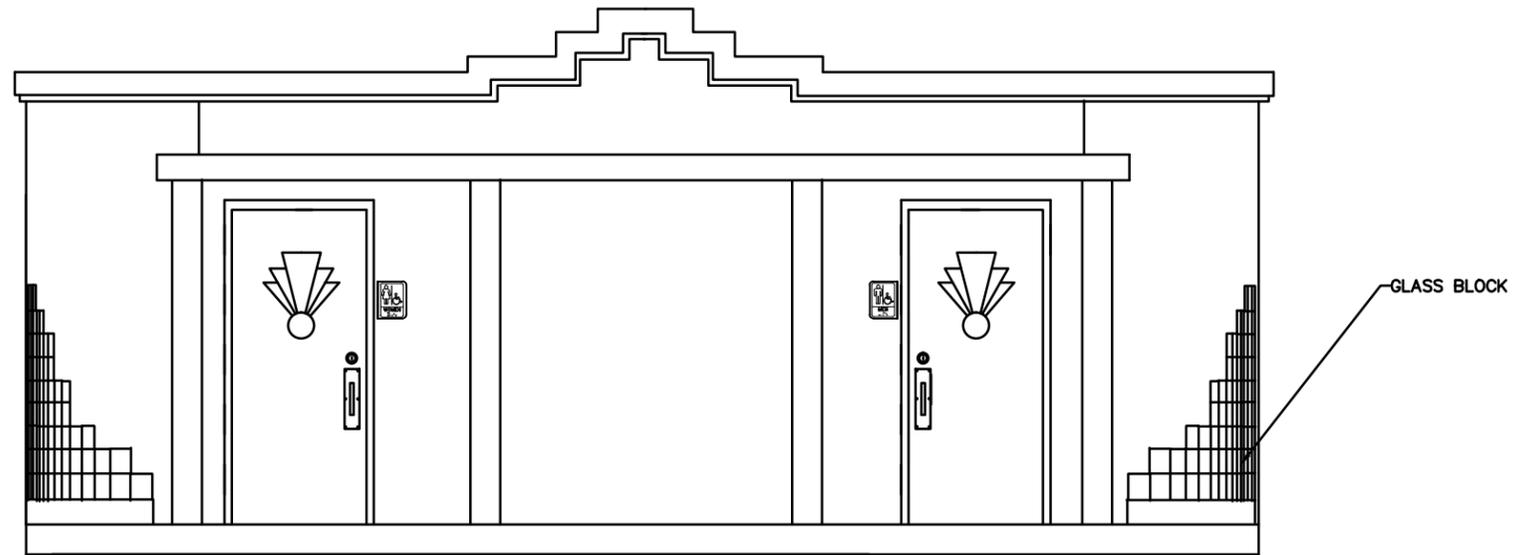
DRAWN BY:	TJC
DATE:	12/15/17
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	

SHEET DESCRIPTION:
 FLOOR PLAN

SHEET
 A1



LEFT SIDE ELEVATION



FRONT ELEVATION

RFL MODEL #: B312STCE
PROJECT: FIVE POINTS PLAZA
X X

DRAWN BY:	TJC
DATE:	12/15/17
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	

SHEET DESCRIPTION:
ELEVATIONS

SHEET
A2



3D View 1



3D View 2



3D View 3

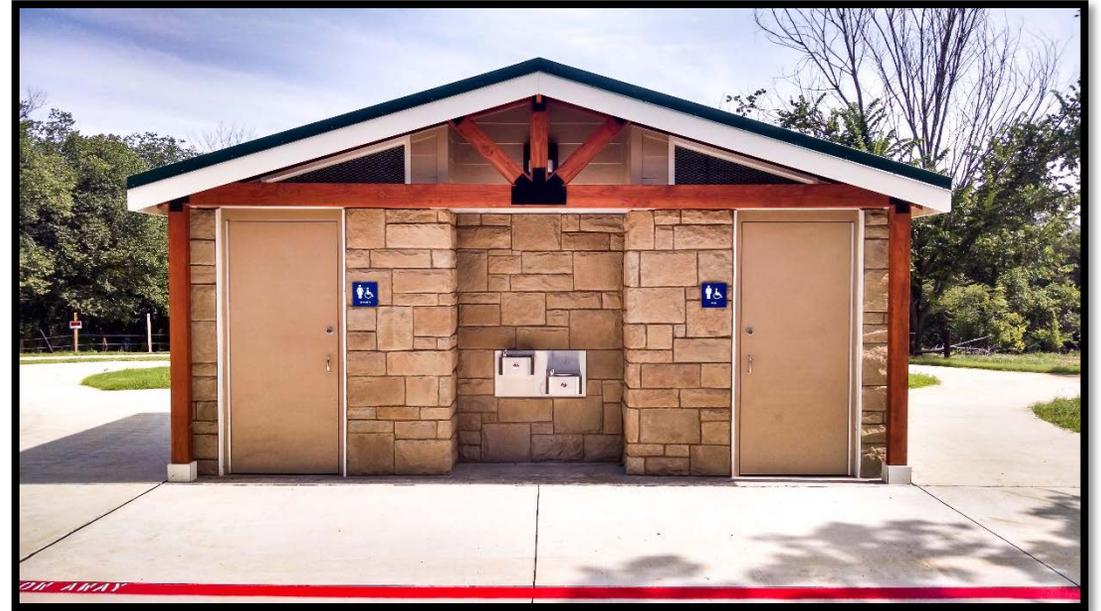


3D View 4

SAMPLE CUSTOM DESIGNED FACILITIES







REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>March 26, 2018</u>
Requested By: <u>Corby Alexander, City Manager</u>
Department: <u>Administration</u>
Report <u> </u> Resolution: <u> </u> Ordinance: <u>XX</u>

<u>Appropriation</u>
Source of Funds: <u>N/A</u>
Account Number: <u>N/A</u>
Amount Budgeted: <u>N/A</u>
Amount Requested: <u>N/A</u>
Budgeted Item: YES NO

Exhibit: Ordinance

SUMMARY & RECOMMENDATION

At the March 12th City Council meeting, direction was provided to staff to prepare an ordinance that eliminates the City's front foot development fees for water and sewer services. Staff has prepared an ordinance for consideration pertaining to the elimination of these fees. This ordinance will revise Chapter 74 Utilities, Article III. Water and Sewer Service Charges, Division 4 – Utility Development Fees within the Code of Ordinances as well as Appendix "A" Fees schedule for the elimination of development water and sewer fees.

Action Required by Council:

Consider approval or other action regarding an ordinance that eliminates the front foot development fees for water and sewer services.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 74 “UTILITIES” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS, BY ELIMINATING FRONT FOOT DEVELOPMENT FEES FOR WATER AND SEWER SERVICES; AMENDING APPENDIX A- FEES; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED TWO THOUSAND DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That Chapter 74, “Utilities,” Article III “Water and Sewer Service Charges”, Division 4 “Utility Development Fees”, of the Code of Ordinances of the City of La Porte, Texas is hereby amended in its entirety and shall hereinafter read as follows:

“DIVISION 4. - UTILITY DEVELOPMENT FEES

Sec. 74-280. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Actual cost is the cost of off-site water lines or sanitary sewer line extensions as was paid by the city or developer for the contractor to complete the project.

Developer is a person, firm or corporation, whether one or more or a combination of one or more, that improves, sells or uses land for the purpose of constructing residential, commercial or industrial buildings thereon to be sold or leased to others, or for personal use.

Off-site extension is an extension of water lines or sanitary sewer lines that are totally outside a tract of land to be subdivided and/or developed.

Sanitary sewer lines are the sanitary sewer mains, laterals, sanitary sewers, lift stations, and pump stations located in public streets and easements.

Tap fees are the fees paid for a metered water service connection or a stack fee for sanitary sewer service.

Tract acreage is the total acreage that can be served by the off-site extension, i.e., the total acres or parcels of land that can be served on the extension as shown by a project service area map to be prepared by the planning department prior to construction of the extension.

Water lines are the water mains, service lines, fire hydrants, and appurtenances located in public streets and public easements.

Sec. 74-281. - City to construct water and sanitary sewer lines only in public rights-of-way, or easements.

The city shall construct or cause to be constructed water and sanitary sewer laterals, mains, and facilities under the provisions hereof only in public rights-of-way or easements. All such laterals, mains and facilities when constructed shall remain the property of the City of La Porte, and no person shall by any means acquire any interest or right in any laterals, mains, or facilities, or any portion thereof, other than the privilege to have their property connected thereto for water and/or sanitary sewer service in accordance with the ordinances of the city.

Sec. 74-282. - Developer responsibilities.

(a) The developer will be responsible for installation of all internal utilities necessary to serve the development including fire protection and either public or private lift station(s) where required.

(b) A developer/owner may also be required to pay a pro-rata reimbursement for certain infrastructure funded by a third party.

(c) In all cases, a tap fee per connection and all applicable inspection fees are due to the city before the physical connection to the public infrastructure line is made.

Sec. 74-283. - City participation in cost of extension of mains.

(a) The decision of whether or not the city will participate in the cost of extending any water or sanitary sewer main to serve the property of an applicant under the provisions hereof shall be on a case by case basis. Requests for city participation shall be in writing to the director of planning.

(b) For developments whose utility demands are higher than can be accommodated by existing utilities and the proposed land use is different than that described for in the La Porte Comprehensive Plan, the developer shall be responsible for and will provide for any additional costs necessary to serve the development

Sec. 74-284. - Tap fees and payment.

(a) For development of property within the city limits:

(1) Where public utilities are not immediately available to the site the fees listed in Appendix A of this Code, will be assessed as a minimum, and such fees may be utilized to extend water and/or sanitary sewer to and through the fronting public right-of-way.

(2) Any additional costs required will be the responsibility of the developer/owner/applicant. Application for city participation in either off-site extensions and/or oversizing will be considered on a case by case basis.

(b) All applicants shall complete an application for utility service on forms provided by the city.

Sec. 74-285. - Required off-site extensions to serve property development.

(a) When water line or sanitary sewer line facilities are not available to serve a tract of land, the city will construct or cause to be constructed public or private construction of an off-site extension of water lines and/or sanitary sewer lines at the developer's expense to and through the subject tract.

(b) Applications for extension.

(1) Any developer/owner who desires an extension of city water or sanitary sewer lines to serve his facility or property shall make written application to the planning and development department to extend said water or sanitary sewer lines to and through the subject tract. The planning and development department shall determine if the project applied for is feasible.

(2) The planning and development department may approve a project's feasibility within the city if it is determined the project is feasible based upon, but not limited to, the following factors:

- a. Economic practicability considering cost of project to city.
- b. Anticipated revenue.
- c. Availability of funds if the city's participation is sought or desired.
- d. Engineering feasibility - construction plans must first be approved by city.
- e. Plant capacity.
- f. Trunk line capacity.
- g. Benefits to city.

(3) If any developer/owner pays for and extends water and/or sanitary sewer lines, provided that such extensions are in accordance with the city's Public Improvement Criteria Manual and are accepted by the city for maintenance, then the developer/owner:

- a. May apply for a utility extension agreement with the city.
- b. May be eligible for a pro-rata reimbursement for a ten-year period if a utility extension agreement is executed with the city prior to installation/extension and if the owner/developer is seeking or seeks such future pro-rata reimbursement of the extended utilities from developments seeking connections to said line.

(c) Developer's estimate.

(1) At the time of plan submittal developer shall provide the city three written construction estimates and after the award of the bid for the project, the developer shall submit to the city the actual cost of construction/installation as provided by the owner/developer's contractor responsible for the construction and installation of the utilities. After the project is completed and accepted by the city and final payment has been made to the contractor by the developer, the developer may be eligible, under the provisions and procedure set forth in section 74-285(b) above for the cost of extending said infrastructure/utilities.

(d) Project records. The planning department's office shall keep complete records on each project made after the date of this division and each tract of land affected by each utility extension project provided a utility extension agreement exists for the newly extended line.

(e) Stipulations on reimbursement.

(1) All reimbursements established under this division are an obligation of the city for a period of ten years from the date of acceptance of the improvements, and, if qualifications for refund under the terms of this division have not been met in this time, the city and landowners of all future taps onto said utility line shall be automatically released of all obligation and further bookkeeping on the account.

(2) A developer/owner shall not be required to pay a pro-rata reimbursement as described in this division if the developer/owner is proposing to extend an existing line and will not be gaining any direct utility service tap from the theretofore previously installed utility line.

(3) Pro-rata reimbursement charge formula. A reimbursement fee shall be made against each tract or parcel that uses or ties onto the subject project water line or sanitary sewer line based on the following formula:

Reimbursement fee when service is requested	Total construction cost of project	x	Linear front footage of that certain tract that taps onto previously extended line
	Total linear footage of the extension		

Section 2. That Appendix – A “Fees”, Chapter 74, “Utilities,” Article III “Water and Sewer Service Charges”, Division 4 “Utility Development Fees”, of the Code of Ordinances of the City of La Porte is hereby amended and shall hereinafter read as follows:

Division 4. Utility Development Fees				
(a)	Water Development fee (equal to or under 2.5 acres):			
	Rates per 100 square feet of the lot, tract or parcel of land to which water connections may be made, plus a water tapping fee listed below:			
	(1)	Residential	None	
	(2)	Commercial/Industrial	None	
	Water Tap Fee		388.00	
(b)	Sewer Development Fee (equal to or under 2.5 acres):			
	Rates per 100 square feet of the lot, tract or parcel of land to which sanitary sewer connections may be made, plus a sewer tap and inspection fees listed below:			
	(1)	Residential	None	
	(2)	Commercial/Industrial	None	
	Stack Fee for 4-inch sewer tap		290.00	
	Stack Fee for a 6-inch sewer tap		315.00	
	Inspection Fee		25.00	
	The charge for larger sewer service connections shall be at the city's actual cost.			
(c)	Water Development Fee (over 2.5 acres):			
	Rates per linear front footage of the lot, tract or parcel of land to which water connections may be made, plus a water tapping fee listed below:			
	Commercial/industrial		None	
	Water tap fee		388.00	
(d)	Sewer Development Fee (over 2.5 acres):			
	Rates per linear front footage of the lot, tract or parcel of land to which sanitary sewer connections may be made, plus a sewer tap and inspection fees listed below:			
	Commercial/industrial		None	
	Stack Fee for 4-inch sewer tap		290.00	
	Stack Fee for a 6-inch sewer tap		315.00	
	Inspection Fee		25.00	
	The charge for larger sewer service connections shall be at the city's actual cost.			

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

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

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

Section 6. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contacts and posting thereof.

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

PASSED AND APPROVED, this the 26th day of MARCH, 2018.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED:

Clark T. Askins
Assistant City Attorney



**Council Agenda Item
March 26, 2018**

8 (a) Receive report of the La Porte Development Corporation Board Meeting – Councilmember Ojeda



Council Agenda Item March 26, 2018

9. ADMINISTRATIVE REPORTS

- City Council Meeting, Monday, April 9, 2018
- Planning and Zoning Commission Meeting, Thursday, April 19, 2018
- City Council Meeting, Monday, April 23, 2018
- Zoning Board of Adjustment, Thursday, April 26, 2018

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

11. EXECUTIVE SESSION

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

Texas Government Code, Section 551.074 -Personnel Matter: Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Patrice Fogarty, City Secretary

Texas Government Code, Section 551.071(1)(A) -Pending or Contemplated Litigation: Meet with City Attorney and City Manager to discuss CMV enforcement issues raised by Perez Logistics.

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

13. ADJOURN
