

LOUIS R. RIGBY
Mayor
BRANDON LUNSFORD
Councilperson At Large A
BRENT McCaulley
Councilperson At Large B
MANDI WILLIAMS
Councilperson District 1



CHUCK ENGELKEN
Mayor Pro Tem
Councilperson District 2
BILL BENTLEY
Councilperson District 3
RICK HELTON
Councilperson District 4
JAY MARTIN
Councilperson District 5
ROBBIE McLARRIN
Councilperson District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a regular meeting of the La Porte City Council to be held May 8, 2023, beginning at 6:00 p.m. in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

Remote participation is available, also. Attend via a screen using this link:

<https://us02web.zoom.us/j/89492532910?pwd=ZTBkRjJJMHoxMzEwdUJWQkZmaE01UT09>

Join by phone at 877 853 5257 or 888 475 4499. The meeting ID is 894 9253 2910. The passcode 297320.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Clark Askins, Assistant City Attorney.
PLEDGES – Will be led by Councilperson Brent McCaulley.
U.S. Flag
Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.
3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
(a) Proclamation in recognition of Municipal Clerks Week. [Louis R. Rigby, Mayor]
4. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
5. **CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*
 - (a) Approve the minutes of the regular City Council meeting held on April 24, 2023. [Louis R. Rigby, Mayor]
 - (b) Adopt Ordinance 2023-3928 appointing Clark T. Askins to the position of City Attorney of the City of La Porte, Texas, in accordance with Section 3.05 of the City of La Porte Charter. [Louis R. Rigby, Mayor]
 - (c) Adopt Ordinance 2023-3927 denying the application of CenterPoint Energy Houston Electric, LLC, for approval to amend its Distribution Cost Recovery Factor. [Corby Alexander, City Manager]
 - (d) Adopt Resolution 2023-03 authorizing the City of La Porte to join with other municipalities as part of the coalition of cities, in connection with CenterPoint Energy Houston Electric, LLC application for approval of an amendment to its Distribution Cost Recovery Factor. [Corby Alexander, City Manager]
 - (e) Authorize the Mayor to execute an Interlocal Agreement between Harris County and the City of La Porte for local bus transit services with an expenditure of \$72,000.00, for a twelve (12) month term. [Corby Alexander, City Manager]

- (f) Authorize the City Manager to enter into an Air Monitoring Site Agreement with the Texas Commission on Environmental Quality (TECQ) to continue to locate and operate a continuous air monitoring station at the La Porte Municipal Airport, located at 10937 Spencer Highway, La Porte, Texas. [Matt Daeumer, Assistant City Manager]
- (g) Award Bid #23024, 'Replacement of Centrifugal Blower at Wastewater Treatment Plant Rebid' to Global Wet, LLC in the amount of 141,000.00. [Ray Mayo, Director of Public Works]
- (h) Award Bid #23020, 'Annual Requirements Contract for Liquid Chlorine' to DXI Industries, Inc., not to exceed annual budgeted amounts. [Ray Mayo, Director of Public Works]

6. STATUTORY AGENDA

- (a) Presentation, discussion, and possible action to award a community fence grant not to exceed \$36,700.00 to the Retreat at Bay Forest North HOA and a community fence grant not to exceed \$16,400.00 to Anthony Langston and Suzanne Skie-Azizi for the benefit of Oyster Bay Subdivision, and authorize the City Manager to execute all agreements associated with this project. [Matt Daeumer, Assistant City Manager]

7. REPORTS

- (a) Receive report of the La Porte Community Fencing Project Ad Hoc Committee meeting. [Councilperson Brent McCaulley, Chair]
- (b) Receive report of the Drainage and Flooding Committee meeting. [Councilperson Martin]

8. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission meeting, May 18
- City Council meeting, May 22

9. COUNCIL COMMENT *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.*

10. ADJOURN

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (281-470-5019), two working days prior to the meeting for appropriate arrangements.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the May 8, 2023, City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE

TIME

TAKEN DOWN

Lee Woodward

Lee Woodward, City Secretary



Proclamation

Office of the Mayor

WHEREAS, the Office of the Municipal Clerk, a time-honored and vital part of local government, exists throughout the world, providing the professional link between citizens, local governing bodies, and other agencies of government, rendering equal service to all; and

WHEREAS, the City Secretary is a City official appointed by the City Council, serving as the secretariat to the governing body and performing duties including Council administration, Elections Officer, Public Information Officer for both public information requests and for media and communications, liquor licensing, Records Management Officer, liaison to boards and commissions, and being part of the City's emergency management team. The City Secretary is accountable for the City seal and serves as the parliamentarian to the Council. The City Secretary is charged with neutrality, honesty, integrity, and upholding applicable state law and the City Charter; and

WHEREAS, Municipal Clerks persistently strive to improve through continuing education, by providing assistance to their communities and their peers, and participation in professional organizations; and

WHEREAS, for the vital services they perform and their exemplary dedication to the communities they represent, we extend our appreciation to City of La Porte City Secretary Lee Woodward, Deputy City Secretary Sharon Harris, Open Government Analyst Gladis Sanchez, and Senior Administrative Assistant Alaina Alvarado.

NOW, THEREFORE, I, Louis R. Rigby, Mayor, do hereby proclaim April 30 – May 6, 2023, as

Municipal Clerks Week

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 8th day of May, 2023.

City of La Porte

Louis R. Rigby, Mayor

LOUIS R. RIGBY
Mayor
BRANDON LUNSFORD
Councilperson At Large A
BRENT McCaulley
Councilperson At Large B
MANDI WILLIAMS
Councilperson District 1
CHUCK ENGELKEN
Mayor Pro Tem
Councilperson District 2



BILL BENTLEY
Councilperson District 3
RICK HELTON
Councilperson District 4
JAY MARTIN
Councilperson District 5
ROBBIE McLARRIN
Councilperson District 6

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF LA PORTE
APRIL 24, 2023**

The City Council of the City of La Porte met in a regular meeting on Monday, April 24, 2023, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m., with the following in attendance:

Councilpersons present: Louis Rigby, Brandon Lunsford, Brent McCaulley, Mandi Williams, Chuck Engelken, Bill Bentley, Rick Helton, Jay Martin, Robbie McLarrin

Councilpersons attending remotely: None

Councilpersons absent: None

Council-appointed officers present: Corby Alexander, City Manager; Lee Woodward, City Secretary; Clark Askins, Assistant City Attorney

CALL TO ORDER – Mayor Rigby called the meeting to order at 6:00 p.m.

2. INVOCATION – The invocation was given by Pastor Philip Dunn, Lighthouse Baptist Church, and pledges were led by Councilperson Lunsford.

5. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS

- a. Proclamation in recognition of National Crime Victim's Rights Week. [Louis R. Rigby, Mayor]
- b. Proclamation in recognition of Parliamentary Law Month. [Louis R. Rigby, Mayor]
- c. Proclamation in recognition of Records and Information Management (RIM) Month. [Louis R. Rigby, Mayor]
- d. Recognition of City employees for years of service. [Louis R. Rigby, Mayor]

4. CITIZEN COMMENT *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*

There were no comments.

5. CONSIDERATION OF COUNCILPERSON ABSENCES

- a. Presentation, discussion, and possible action to excuse the absences of Councilpersons Mandi Williams and Brent McCaulley from the April 10, 2023, regular City Council meeting. [Louis R. Rigby, Mayor]

Mayor Pro Tem Engelken moved to excuse the absences of Councilpersons Mandi Williams and Brent McCaulley from the April 10, 2023, regular City Council meeting; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

6. CONSENT AGENDA *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*

- a. Approve the minutes of the regular City Council meeting held on April 10, 2023. [Louis R. Rigby, Mayor]
- b. Approve the corrections to the minutes of the April 9, 2022, special City Council meeting. [Lee Woodward, City Secretary]
- c. Adopt Ordinance 2023-3926 determining the population of the City of La Porte, Texas, and of each of the six (6) single-member council districts, as established by the 2020 U.S. Census and finding that the distribution of population among the City Council single-member districts is materially unbalanced. [Corby Alexander, City Manager]
- d. Adopt Resolution 2023-02 for criteria for use in the redistricting of La Porte City Council single-member districts and guidelines to be followed for submission of proposed redistricting plans. [Corby Alexander, City Manager]
- e. Adopt Ordinance 2023-3925 authorizing the sale of City-owned surplus real property located near the intersection of Spencer Highway and Thirteenth Street and being a 0.057 acre tract of land, more or less, being out of Lot Twenty-four (24), in Block 719, of the Town of La Porte, Harris County, Texas, and authorize the City Manager to execute all documents necessary to accomplish the sale of said real property. [Corby Alexander, City Manager]
- f. Authorize the City Manager to issue a letter of intent to purchase one (1) rear-loader garbage collection vehicle, offered under HGAC Buy contract HT06-20, to Houston Freightliner, with a purchase order to be issued after October 1, 2023. [Ray Mayo, Director of Public Works]
- g. Award Bid #23018 'Annual Requirements Contract for Water and Sewer Supplies' to Coburns Supply Company and Core and Main, LP for stated discounts, not to exceed annual budgeted amounts. [Ray Mayo, Director of Public Works]
- h. Adopt Ordinance 2023-3924 amending Chapter 102 "Natural Resources" of the Code of Ordinances of the City of La Porte by revising procedures for administrative review of permit applications for construction, relocations and repositioning of pipelines. [Matt Daeumer, Assistant City Manager]
- i. Approve the issuance of an amended pipeline permit to HSC Pipeline Partnership, LLC (HSC) to install approximately 7,317 feet of an 8-inch ethylene pipeline within the City of La Porte. [Teresa Evans, Director of Planning]

Mayor Pro Tem Engelken moved to approve the consent agenda; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- a. The City Council will hold a public hearing to receive comments on the recommendation of the Dangerous Buildings Inspections Board for condemnation of dangerous/substandard structures located at 914 S. Broadway St., La Porte, Texas, and 9306 Carlow Ln., La Porte, Texas. [Richard Glass, Chief Building Official]

Mayor Rigby opened the public hearing at 6:20 p.m. Teresa Evans, Director of Planning and Development, provided an update and noted that staff was requesting that 914 S. Broadway Street be removed from consideration. There were no speakers for the hearing. Mayor Rigby closed the public hearing at 6:23 p.m.

- b. Discussion and possible action to adopt Ordinance 2022-3906 ordering the condemnation of dangerous/substandard structures located at 914 S. Broadway St., La Porte, Texas. [Richard Glass, Chief Building Official]

Without objection, the item was removed from consideration.

- c. Discussion and possible action to adopt Ordinance 2022-3902 ordering the condemnation of dangerous/substandard structures located at 9306 Carlow Ln., La Porte, Texas. [Richard Glass, Chief Building Official]

Mayor Pro Tem Engelken moved to adopt Ordinance 2022-3902 ordering the condemnation of dangerous/substandard structures located at 9306 Carlow Ln., La Porte, Texas; Councilperson Bentley seconded the motion; the motion was adopted, 9-0.

8. STATUTORY AGENDA

- a. **Presentation, discussion, and possible action on appointments to a Redistricting Advisory Committee. [Louis R. Rigby, Mayor]**

Mayor Pro Tem Engelken moved to approve the following appointments to a Redistricting Advisory Committee; Councilperson Bentley seconded the motion; the motion was adopted, 9-0.

<u>Nominee</u>	<u>Nominating member of Council</u>
Edward Matuszak,	Mayor Rigby
Pastor Phillip Dunn	Councilperson Lunsford, At-Large A
Joe Mock	Councilperson McCaulley, At-Large B
Abbie Allen	Councilperson Williams, District 1
John Blakemore	Mayor Pro Tem Engelken, District 2
Marvin (Marv) Risner	Councilperson Bentley, District 3
Robert Guerra	Councilperson Helton, District 4
Barry Beasley	Councilperson Martin, District 5
Lee Wallace	Councilperson McLarrin, District 6

- b. **Presentation, discussion, and possible action to move forward with the New City Hall project. [Louis R. Rigby, Mayor]**

Mayor Pro Tem Engelken moved to approve moving forward with the New City Hall project utilizing Option 3 and Option 4 and moving forward with the most feasible; Councilperson Bentley seconded the motion; the motion was adopted, 7-2, Councilpersons Williams and Helton voting against.

9. REPORTS

- a. **Receive report of the Fiscal Affairs Committee. [Councilperson Engelken]**

Councilperson Engelken said the committee met, received the purchasing card report and a strong quarterly investment report, and set the next meeting for July 10.

- b. **Receive report of the La Porte Development Corporation Board meeting. [Councilperson Engelken]**

Councilperson Engelken said the committee met, approved a Mutual Rescission and Release Agreement with R Favorite Things, LLC to terminate an Economic Incentive Agreement, approved a reimbursement payment to Marty Campise, and set the next meeting for May 22.

10. ADMINISTRATIVE REPORTS

- City Council meeting, May 8
- La Porte Community Fencing Ad Hoc Committee meeting, May 8
- Drainage and Flooding Committee meeting, May 8
- Planning and Zoning Commission meeting, May 18
- City Council meeting, May 22

The City Manager thanked the Council for appointing the Redistricting Ad Hoc Committee.

11. **COUNCIL COMMENT Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.**

The Council congratulated those recognized at the beginning of the meeting; thanked the Fire Department, EMS, OEM, and other first responders who turned out for this morning's plane crash; noted the citizens of District 1 look forward to the groundbreaking of the sewage project in their District; reminded all of the Sylvan Beach Festival this Saturday; encouraged residents to come out and vote.

12. EXECUTIVE SESSION

- a. **Texas Government Code Section 551.074 - Personnel Matters. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Council will meet in closed session with Assistant City Attorney Clark Askins.**

The Council convened an executive session at 6:58 p.m.

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

The Council reconvened into open session at 7:20 p.m. Mayor Rigby said the Council had discussed options with the Assistant City Attorney for reassignment and will be moving forward with an item on a future agenda.

ADJOURN – Without objection, the meeting was adjourned at 7:21 p.m.

Lee Woodward, City Secretary



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 8, 2023

Requested By: Louis R. Rigby, Mayor

Department: City Council

☐ Report ☐ Resolution ☒ Ordinance

Exhibits: Ordinance 2023-3928

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

On April 24, 2023 City Council met in executive session with Clark T. Askins to discuss the position of City Attorney for the City of La Porte. City Charter requires that Council formally appoint a City Attorney. Council has received a letter of retirement long time City Attorney. The enclosed ordinance will officially appoint Mr. Askins to be the City Attorney.

ACTION REQUIRED BY CITY COUNCIL

Adopt Ordinance 2023-3928 appointing Clark T. Askins to the position of City Attorney of the City of La Porte, Texas, in accordance with Section 3.05 of the City of La Porte Charter.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2023-3928

AN ORDINANCE APPOINTING CLARK T. ASKINS TO THE POSITION OF CITY ATTORNEY OF THE CITY OF LA PORTE, TEXAS, IN ACCORDANCE WITH SECTION 3.05 OF THE CITY OF LA PORTE CHARTER; FINDING COMPLIANCE WITH THE OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, Knox Askins, the City Attorney for the City of La Porte since 1965, has submitted a letter of retirement after almost sixty years of service; and

WHEREAS, Section 3.05 of the City Charter of the City of La Porte, Texas, provides that the City Council shall appoint a competent attorney, duly licensed by the State of Texas, to be city attorney and head of the department of law; and

WHEREAS, Section 3.05 of the City Charter of the City of La Porte further provides that the city attorney shall be appointed and removed at the will and pleasure of the council by a majority vote of the entire council, and shall receive compensation as may be fixed by council; and

WHEREAS, the City Council desires to appoint Assistant City Attorney Clark T. Askins to the position of city attorney.

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

Section 1. That the facts and recitations set forth in the preamble of this ordinance are true and correct.

Section 2. The City Council of the City of La Porte hereby appoints Clark T. Askins to the position of City Attorney of the City of La Porte, Texas, who shall serve at the will and pleasure of the City Council, and who shall receive compensation as may be fixed by City Council.

Section 3. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is 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 Chapter 551, Tx. Gov't Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. This Ordinance shall take effect and be in force as of MAY 9, 2023.

PASSED AND APPROVED this the 8th day of MAY 2023.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Lee Woodward, City Secretary

APPROVED AS TO FORM:

Clark Askins, Assistant City Attorney



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 8, 2023

Requested By: Corby Alexander, City Manager

Department: Administration/CMO

☐ Report ☐ Resolution ☒ Ordinance

Exhibits: Notice from CenterPoint, Ordinance 2023-3927, Rider TEEEF, Update Retail Delivery Tariff

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

The City of La Porte received notice dated April 5, 2023, CenterPoint Energy Houston Electric, LLC., ("CenterPoint") filed for an Application for Approval of a Distribution Cost Recovery Factor ("DCRF") pursuant to Section 36.210 of the Public Utility Regulatory Act ("PURA") and 16 Tex. Admin. Code ("TAC") §25.243 and asks that its municipal authorities that have retained original jurisdiction over CenterPoint Houston's rates, which include your city, and the Public Utility Commission of Texas ("Commission"), approve CenterPoint Houston's proposed Rider DCRF. CenterPoint is requesting an \$84.6 million incremental increase to its DCRF revenue requirement. CenterPoint also filed for approval to amend its Temporary Emergency Electric Energy Facilities Rider (TEEEF). CenterPoint is requesting a TEEEF revenue requirement of \$187,874,401.

CenterPoint Houston is filing this application simultaneously with the Commission and all municipal authorities that have retained jurisdiction over CenterPoint Houston's rates. This is CenterPoint Houston's first DCRF filing since its last comprehensive base rate case, Docket No. 49421. The company's requested DCRF takes into account changes in the Company's net distribution system invested capital for the period of January 1, 2019 through December 31, 2022. The Company's proposed effective date for rates under Rider DCRF is September 1, 2023.

The Allocation Factor for each listed rate schedule is as follows:

Residential Service	50.5185%
Secondary Service Less Than or Equal to 10 kVA	0.9823%
Secondary Service Greater Than 10 kVA	43.2751%
Primary Service	4.7317%
Transmission Service	0.0000%

Street Lighting Service

0.4925%

Rate Class	TEEEF Charge	Billing Units
Residential Service	\$ 0.001712	per kWh
Secondary Service Less Than or Equal to 10 kVA	\$ 0.001172	per kWh
Secondary Service Greater Than 10 kVA	\$ 0.421459	per Billing kVA
Primary Service	\$ 0.376286	per Billing kVA
Transmission Service	\$ 0.000000	per 4CP kVA
Lighting Services	\$ 0.002227	per kWh

Municipalities that have not ceded their jurisdiction to the Commission have exclusive original jurisdiction over this filing, as it affects service within their municipal boundaries. This jurisdiction extends for 60 days from the date of this filing. Pursuant to 16 TAC§ 25.243(c)(1)(B), on the 60th day after the filing of this Application with the city, the Application is deemed appealed to the Commission, regardless of whether the city approves or denies the application, and the appeal will be consolidated with the CenterPoint Houston's DCRF proceeding before the Commission.

Staff recommends City Council deny CenterPoint Energy Houston Electric, LLC request for approval of DCRF.

ACTION REQUIRED BY CITY COUNCIL

Adopt Ordinance 2023-3927 denying the application of CenterPoint Energy Houston Electric, LLC, for approval to amend its Distribution Cost Recovery Factor.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

Ordinance No. 2023-3927

AN ORDINANCE DENYING THE APPLICATION OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR FILED WITH LA PORTE, TEXAS ON APRIL 5, 2023; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT.

WHEREAS, on or about April 5, 2023, CenterPoint Energy Houston Electric, LLC (“CenterPoint”) filed an Application for Approval to Amend its Distribution Cost Recovery Factor (“DCRF”) with La Porte, Texas (“City”) pursuant to Section 36.210 of the Texas Public Utility Regulatory Act (“PURA”) to increase rates under the DCRF rider; and

WHEREAS, CenterPoint filed an application to implement a distribution cost recovery factor in 2022 for an annual revenue requirement of \$145,680,810, after adjustment for load growth (“2022 DCRF”); and

WHEREAS, the 2022 DCRF included revenue requirement for temporary emergency electric energy facilities (TEEEF), which the Public Utility Commission (“PUC”) moved into a separate rider, and the PUC approved \$77,976,965 for non-TEEEF revenue requirement; and

WHEREAS, the DCRF CenterPoint filed this year amends its 2022 DCRF to request an \$84.6 million increase to its revenue requirement for a total revenue requirement of \$162.6 million; and

WHEREAS, the deadline for acting on CenterPoint’s DCRF application is June 4, 2023, and the effective date of CenterPoint’s amended DCRF rider is September 1, 2023; and

WHEREAS, the City is a member of the Houston Coalition of Cities (“Coalition”) in this DCRF proceeding, as approved by Resolution No. 2023-03 by City Council on May 8, 2023; and

WHEREAS, the expert utility rate consultant retained to review CenterPoint’s DCRF application on behalf of the Coalition has not yet determined that CenterPoint has established that the costs it seeks to recover are correct and eligible for recovery through a DCRF rider pursuant to PURA; and

WHEREAS, City Council finds that it is in the best interests of the ratepayers served by CenterPoint within the City that the DCRF application be denied. **NOW THEREFORE**;

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

Section 1. That the statements and findings set out in the preamble to this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That the City of La Porte, Texas hereby denies CenterPoint's Application for Approval to Amend Its Distribution Cost Recovery Factor (DCRF) rider and the ensuing rate increase.

Section 3. That CenterPoint's 2023 Amendment to its Distribution Cost Recovery Factor application on file with the City is denied in total.

Section 4. That 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, voidness, or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5. That 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, Tex. Gov't. Code Ann., ch.551 (Vernon 2004 & Supp. 2005); and that this meeting was open to the public as required by law at all times during which this ordinance and the

subject matter thereof have been discussed, formally considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. That this Ordinance shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, **2023.**

Louis R. Rigby, Mayor

ATTEST:

APPROVED:

Lee Woodward, City Secretary

Clark Askins, Assistant City Attorney

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CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

CNP 8008

CHAPTER 4: SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF COMPANY BY COMPETITIVE RETAILERS.....28

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CHAPTER 6: COMPANY SPECIFIC ITEMS**6.1 RATE SCHEDULES****6.1.1 DELIVERY SYSTEM CHARGES****6.1.1.1 CHARGES FOR TRANSMISSION AND DISTRIBUTION SYSTEM SERVICE****6.1.1.1.1 RESIDENTIAL SERVICE****AVAILABILITY**

This schedule is available to Retail Customers requesting Delivery Service for Residential Purposes when such Delivery Service is to one Point of Delivery and measured through one Meter and, except as otherwise provided in this Rate Schedule, is not for shared or resale purposes.

MONTHLY RATE**I. Transmission and Distribution Charges:**

Customer Charge	\$2.30	per Retail Customer per Month
Metering Charge	\$2.09	per Meter per Month
Transmission System Charge	\$0.00	per kWh
Distribution System Charge	\$0.020314	per kWh

II. Transition Charge:

See Schedules TC2, TC3, SRC, and TC5

III. Nuclear Decommissioning Charge:

See Rider NDC

IV. Transmission Cost Recovery Factor:

See Rider TCRF

V. Other Charges or Credits:

A. Municipal Account Franchise Credit (see application and explanation below)	(\$0.001756)	per kWh
B. Rate Case Expenses Surcharge		See Rider RCE
C. Energy Efficiency Cost Recovery Factor		See Rider EECRF
D. Accumulated Deferred Federal Income Tax Credit		See Rider ADFITC
E. Distribution Cost Recovery Factor		See Rider DCRF

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

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F. Temporary Emergency Electric Energy
Facilities

See Rider TEEEF

TERMS OF SERVICE

Type of Service. The standard Delivery Service under this Rate Schedule will be single-phase, 60 hertz, at the Company's standard Secondary Distribution Voltage level for this type of service as described in Section 6.2.2 of this Tariff and in the Company's Service Standards. Three-phase service is generally not available for Residential Purposes. Retail Customers desiring three-phase service for Residential Purposes should check with a Company representative to determine if three-phase service is available. Facilities for three-phase service under this Rate Schedule are Non-Standard Facilities as defined in the Company's Construction Services Policy.

Metering Equipment. Delivery Service under this Rate Schedule will be metered using Company's Standard Meter provided for this type of Delivery Service. Any other metering option(s) requested by Retail Customer will be provided at an additional charge and/or will be provided by a Meter Owner other than the Company pursuant to Applicable Legal Authorities.

Construction Services. Where Construction Services are required to initiate Delivery Service under this Rate Schedule, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Services Policy in Section 6.1.2.2 of this Tariff.

Residential Service to Multiple Dwellings. Where more than four Individual Private Dwellings in an apartment or other residential building are served through one Meter, billing will be under the applicable non-residential Rate Schedule.

Municipal Account Franchise Credit. A credit equal to the amount of franchise fees included in the Transmission and Distribution Charges will be applied to municipal accounts receiving service within the incorporated limits of such municipality which imposes a municipal franchise fee upon the Company based on the kWh delivered within that municipality and who have signed an appropriate Franchise Agreement.

Reclassification for Non-Residential Purposes. If the Company determines that a significant portion of the Delivery Service provided under this Residential Service Rate Schedule is used for non-Residential Purposes, then the appropriate non-residential Rate Schedule shall be applicable to all the Delivery Service provided. However, if the Retail Customer's wiring is so arranged that the Delivery Service for Residential Purposes and for non-Residential Purposes can be metered separately, this Residential Service Rate Schedule will remain applicable to the portion that is metered separately for Residential Purposes.

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Applicable: Entire Service Area

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On-Site Generation. Delivery Service under this Rate Schedule to a Retail Customer with on-site distributed generation (as defined in section 25.211 of the Commission's rules) may also be subject to the terms, conditions, fees and charges set out in Section 6.1.2.4 of this Tariff, regarding the interconnection and parallel operation of distributed generation.

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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Applicable: Entire Service Area

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6.1.1.1.2 SECONDARY SERVICE LESS THAN OR EQUAL TO 10 KVA**AVAILABILITY**

This schedule is available to Retail Customers requesting Delivery Service for non-Residential Purposes at Secondary Distribution Voltage levels with a peak demand less than or equal to 10 kVA when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. This schedule is also available to Retail Customers requesting Unmetered Services other than Lighting Services.

MONTHLY RATE**I. Transmission and Distribution Charges:**

Customer Charge	\$2.26	per Retail Customer per Month
Metering Charge	\$2.32	per Meter per Month
Transmission System Charge	\$0.00	per kWh
Distribution System Charge	\$0.015504	per kWh

II. Transition Charge: See Schedules TC2, TC3, SRC, and TC5

III. Nuclear Decommissioning Charge: See Rider NDC

IV. Transmission Cost Recovery Factor: See Rider TCRF

V. Other Charges or Credits:

A. Municipal Account Franchise Credit (see application and explanation below)	(\$0.002060)	per kWh
B. Rate Case Expenses Surcharge		See Rider RCE
C. Energy Efficiency Cost Recovery Factor		See Rider EECRF
D. Accumulated Deferred Federal Income Tax Credit		See Rider ADFITC
E. Distribution Cost Recovery Factor		See Rider DCRF
F. Temporary Emergency Electric Energy Facilities		See Rider TEEEF

TERMS OF SERVICE

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

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Type of Service. The standard Delivery Service under this Rate Schedule will be single-phase, 60 hertz, at the Company's standard Secondary Distribution Voltage level for this type of service as described in Section 6.2.2 of this Tariff and in the Company's Service Standards. Facilities for three-phase service under this Rate Schedule are Non-Standard Facilities as defined in the Company's Construction Services Policy.

Metering Equipment. Except for Unmetered Service described below, Delivery Service under this Rate Schedule will be metered using Company's Standard Meter provided for this type of Delivery Service. Any other metering option(s) requested by Retail Customer will be provided at an additional charge and/or will be provided by a Meter Owner other than the Company pursuant to Applicable Legal Authorities.

Construction Services. Where Construction Services are required to initiate Delivery Service under this Rate Schedule, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Services Policy in Section 6.1.2.2 of this Tariff.

Peak Demand Requirement. This Rate Schedule is applicable only to Retail Customers whose peak demand for the current month is 10 kVA or less, as measured in the Retail Customer's fifteen-minute period of highest demand, and whose peak demand has not exceeded 10 kVA in any of the previous eleven months. If, after taking Delivery Service under this Rate Schedule, Retail Customer's monthly peak demand is greater than 10 kVA, Retail Customer will be placed on the *Secondary Service Greater Than 10 kVA* Rate Schedule for a period of not less than twelve months.

Municipal Account Franchise Credit. A credit equal to the amount of franchise fees included in the Transmission and Distribution Charges will be applied to municipal accounts receiving service within the incorporated limits of such municipality which imposes a municipal franchise fee upon the Company based on the kWh delivered within that municipality and who have signed an appropriate Franchise Agreement.

Unmetered Service. Unmetered Service is available under this Rate Schedule for non-residential, non-lighting Delivery Service at the discretion of the Company, Competitive Retailer, and Retail Customer, in limited situations when metering equipment is impractical or disproportionately expensive, and when the Retail Customer's electric load can be reasonably estimated or predicted from the nameplate or engineering studies of the installed equipment. Special protective devices may be required to be installed and/or paid for by customer. Provision of Unmetered Service under this Rate Schedule will require an agreement that includes certification by Retail Customer on at least an annual basis of the number of installed devices and specific location of each device. Company will calculate billing determinants for Unmetered Service based on a 100 percent load factor. These billing determinants are applied to all charges included in this Rate Schedule, except that the "Metering Charge" contained in the monthly rate is not applicable to Unmetered Service under this Rate Schedule.

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Applicable: Entire Service Area

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On-Site Generation. Delivery Service under this Rate Schedule to a Retail Customer with on-site distributed generation (as defined in section 25.211 of the Commission's rules) may also be subject to the terms, conditions, fees and charges set out in Section 6.1.2.4 of this Tariff, regarding the interconnection and parallel operation of distributed generation.

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.3 SECONDARY SERVICE GREATER THAN 10 KVA**AVAILABILITY**

This schedule is available to Retail Customers requesting Delivery Service for non-Residential Purposes at Secondary Distribution Voltage levels with a peak demand greater than 10 kVA when such Delivery Service is to one Point of Delivery and measured through one Meter; except that, at Company's option, locations where the Retail Customer's Electrical Installation or Premises has multiple connections to Company's Delivery System, due to Company facility limitations or design criteria, may be considered one Point of Delivery for billing purposes.

MONTHLY RATE**I. Transmission and Distribution Charges:**

Customer Charge

Non-IDR Metered	\$3.00	per Retail Customer per Month
IDR Metered	\$44.95	per Retail Customer per Month

Metering Charge

Non-IDR Metered	\$7.41	per Meter per Month
IDR Metered	\$72.00	per Meter per Month

Transmission System Charge

Non-IDR Metered	\$0.00	per NCP kVA
IDR Metered	\$0.00	per 4CP kVA

Distribution System Charge

\$4.449410	per Billing kVA
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II. Transition Charge:

See Schedules TC2, TC3, SRC, and TC5

III. Nuclear Decommissioning Charge:

See Rider NDC

IV. Transmission Cost Recovery Factor:

See Rider TCRF

V. Competitive Metering Credit:

See Rider CMC

VI. Other Charges or Credits:

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Applicable: Entire Service Area

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A. Municipal Account Franchise Credit (see application and explanation below)	(\$0.897049)	per Billing kVA
B. Rate Case Expenses Surcharge		See Rider RCE
C. Energy Efficiency Cost Recovery Factor		See Rider EECRF
D. Accumulated Deferred Federal Income Tax Credit		See Rider ADFITC
E. Distribution Cost Recovery Factor		See Rider DCRF
F. Temporary Emergency Electric Energy Facilities		See Rider TEEEF

TERMS OF SERVICE**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

Application of IDR Metered Charges. The IDR Metered charges listed in the Monthly Rate section of this Rate Schedule are applicable to Retail Customers who have established an NCP demand greater than 700 kVA in any previous billing month, and to Retail Customers who were billed on a 4CP kVA basis prior to the effective date of this Rate Schedule, regardless of whether their Meter is an IDR Meter, a Standard Meter or other Meter.

Determination of NCP kVA. The NCP kVA applicable under the Monthly Rate section shall be the kVA supplied during the 15 minute period of maximum use during the billing month.

Determination of 4 CP kVA. The 4 CP kVA applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective with the February billing month of each year and remain fixed for a year. Retail Customer's previous metered usage under this or any other Rate Schedule will be used, as needed, in determining the billing determinants under the Monthly Rate section. Retail Customers without previous history on which to determine their 4 CP kVA will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kVA.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

Determination of Billing kVA. The Billing kVA applicable to the Distribution System Charge shall be the NCP kVA for the current billing month.

OTHER PROVISIONS

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Type of Service. The standard Delivery Service under this Rate Schedule will be single or three-phase, 60 hertz, at the Company's standard Secondary Distribution Voltage level for this type of service as described in Section 6.2.2 of this Tariff and in the Company's Service Standards.

Metering Equipment. Delivery Service under this Rate Schedule will be metered using Company's Standard Meter provided for this type of Delivery Service. Any other metering option(s) requested by Retail Customer will be provided at an additional charge and/or will be provided by a Meter Owner other than the Company pursuant to Applicable Legal Authorities.

Construction Services. Where Construction Services are required to initiate Delivery Service under this Rate Schedule, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Services Policy in Section 6.1.2.2 of this Tariff.

Peak Demand Requirement. This Rate Schedule is applicable only to Retail Customers whose peak demand for the current month is greater than 10 kVA, as measured in the Retail Customer's fifteen-minute period of highest demand, or whose peak demand exceeded 10 kVA in any of the previous eleven months.

Temporary Service. This Rate Schedule is also applicable to Retail Customers who need Delivery Service at Secondary Distribution Voltage levels on a temporary basis for construction activities, for emergency shelters and temporary housing facilities managed by the Federal Emergency Management Agency or other state or federal agency after a natural or other disaster, and for other temporary facilities or purposes as determined by Company. The Company's construction of Delivery System facilities for the provision of such temporary Delivery Service is subject to the Company's Construction Services Policy in Section 6.1.2.2 of this Tariff.

Sub-Metering. The Electric Power and Energy delivered may not be re-metered or sub-metered by the Retail Customer for resale except pursuant to lawful sub-metering regulations of Applicable Legal Authorities.

Municipal Account Franchise Credit. A credit equal to the amount of franchise fees included in the Transmission and Distribution Charges will be applied to municipal accounts receiving service within the incorporated limits of such municipality which imposes a municipal franchise fee upon the Company based on the Billing kVA within that municipality and who have signed an appropriate Franchise Agreement.

Adjustment To The Charges Applied To Retail Customer's Demand Measurement. If data to determine the Retail Customer's *Demand Measurement* becomes no longer available, the Company will determine a *Conversion Factor* which will be used as an adjustment to all per unit charges that will then be applied to the *New Demand Measurement*. *Demand Measurement* shall include the Billing kVA, the 4 CP kVA, NCP kVA or any other demand measurement required for billing under this Rate Schedule or any applicable rider(s) or any other applicable schedule(s). *New Demand*

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Measurement shall be the billing determinants which replace the *Demand Measurement*. The *Conversion Factor* will apply to unit prices per kVA such that when applied to the *New Demand Measurement*, the revenue derived by the Company under demand based charges shall be unaffected by such lack of data.

This adjustment may become necessary because of changes in metering capabilities, such as, Meters that record and /or measure kW with no ability to determine kVA or Meters which meter data in intervals other than 15 minutes. This adjustment also may become necessary due to changes in rules, laws, procedures or other directives which might dictate or recommend that Electric Power and Energy, electric power related transactions, wire charges, nonbypassable charges and/or other transactions measure demand in a way that is inconsistent with the definitions and procedures stated in the Company's Tariff. This adjustment is applicable not only in the instances enumerated above but also for any and all other changes in *Demand Measurement* which would prevent the Company from obtaining the necessary data to determine the kVA quantities defined in this Rate Schedule, applicable Riders and other applicable schedules.

The Conversion Factor shall render the Company revenue neutral to any change in *Demand Measurement* as described above.

On-Site Generation. Delivery Service under this Rate Schedule to a Retail Customer with on-site distributed generation (as defined in section 25.211 of the Commission's rules) may also be subject to the terms, conditions, fees and charges set out in Section 6.1.2.4 of this Tariff, regarding the interconnection and parallel operation of distributed generation.

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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6.1.1.1.4 PRIMARY SERVICE**AVAILABILITY**

This schedule is available to Retail Customers requesting Delivery Service for non-Residential Purposes at Primary Distribution Voltage levels when such Delivery Service is to one Point of Delivery and measured through one Meter; except that, at Company's option, locations where the Retail Customer's Electrical Installation or Premises has multiple connections to Company's Delivery System, due to Company facility limitations or design criteria, may be considered one Point of Delivery for billing purposes; and provided, however, that Delivery Service under this schedule is available only to Retail Customers able to take Delivery Service directly from feeder lines of at least 12,470 volts but less than 60,000 volts.

MONTHLY RATE**I. Transmission and Distribution Charges:**

Customer Charge		
Non-IDR Metered	\$4.51	per Retail Customer per Month
IDR Metered	\$57.14	per Retail Customer per Month
Metering Charge		
Non-IDR Metered	\$284.78	per Meter per Month
IDR Metered	\$175.97	per Meter per Month
Transmission System Charge		
Non-IDR Metered	\$0.00	per NCP kVA
IDR Metered	\$0.00	per 4CP kVA
Distribution System Charge	\$2.334540	per Billing kVA

II. Transition Charge:

See Schedules TC2, TC3, SRC, and TC5

III. Nuclear Decommissioning Charge:

See Rider NDC

IV. Transmission Cost Recovery Factor:

See Rider TCRF

V. Competitive Metering Credit:

See Rider CMC

VI. Other Charges or Credits:

A. Municipal Account Franchise Credit
(see application and explanation below) (\$0.587486) per Billing kVA

B. Rate Case Expenses Surcharge See Rider RCE

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C. Energy Efficiency Cost Recovery Factor	See Rider EECRF
D. Accumulated Deferred Federal Income Tax Credit	See Rider ADFITC
E. Distribution Cost Recovery Factor	See Rider DCRF
F. Temporary Emergency Electric Energy Facilities	See Rider TEEEF

TERMS OF SERVICE**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

Application of IDR Metered Charges. The IDR Metered charges listed in the Monthly Rate section of this Rate Schedule are applicable to Retail Customers who have established an NCP demand greater than 700 kVA in any previous billing month, and to Retail Customers who were billed on a 4CP kVA basis prior to the effective date of this Rate Schedule, regardless of whether their Meter is an IDR Meter, a Standard Meter or other Meter.

Determination of NCP kVA. The NCP kVA applicable under the Monthly Rate section shall be the kVA supplied during the 15-minute period of maximum use during the billing month.

Determination of 4 CP kVA. The 4 CP kVA applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective with the February billing month of each year and remain fixed for a year. Retail Customer's previous metered usage under this or any other Rate Schedule will be used, as needed, in determining the billing determinants under the Monthly Rate section. Retail Customers without previous history on which to determine their 4 CP kVA will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kVA.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

Determination of Billing kVA. For loads whose maximum NCP kVA established in the 11 months preceding the current billing month is less than or equal to 20 kVA, the Billing kVA applicable to the Distribution System Charge shall be the NCP kVA for the current billing month. For all other loads, the Billing kVA applicable to the Distribution System Charge shall be the higher of the NCP kVA for the current billing month or 80% of the highest monthly

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NCP kVA established in the 11 months preceding the current billing month (80% ratchet). The 80% ratchet shall not apply to seasonal agricultural Retail Customers.

OTHER PROVISIONS

Type of Service. The standard Delivery Service under this Rate Schedule will be single or three-phase, 60 hertz, at the Company's standard Primary Distribution Voltage levels described in Section 6.2.2 of this Tariff and in the Service Standards.

Metering Equipment. Delivery Service under this Rate Schedule will be metered using Company's Standard Meter provided for this type of Delivery Service. Any other metering option(s) requested by Retail Customer will be provided at an additional charge and/or will be provided by a Meter Owner other than the Company pursuant to Applicable Legal Authorities.

Construction Services. Where Construction Services are required to initiate Delivery Service under this Rate Schedule, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Services Policy in Section 6.1.2.2 of this Tariff.

Temporary Service. This rate schedule is also applicable to Retail Customers who need Delivery Service at Primary Distribution Voltage levels on a temporary basis for construction activities, for emergency shelters and temporary housing facilities managed by the Federal Emergency Management Agency or other state or federal agency after a natural or other disaster, and for other temporary facilities or purposes as determined by Company. The Company's construction of Delivery System facilities for the provision of such temporary Delivery Service is subject to the Company's Construction Services Policy in Section 6.1.2.2 of this Tariff.

Sub-Metering. The Electric Power and Energy delivered may not be re-metered or sub-metered by the Retail Customer for resale except pursuant to lawful sub-metering regulations of Applicable Legal Authorities.

Municipal Account Franchise Credit. A credit equal to the amount of franchise fees included in the Transmission and Distribution Charges will be applied to municipal accounts receiving service within the incorporated limits of such municipality which imposes a municipal franchise fee upon the Company based on the Billing kVA within that municipality and who have signed an appropriate Franchise Agreement.

Adjustment To The Charges Applied To Retail Customer's Demand Measurement. If data to determine the Retail Customer's *Demand Measurement* becomes no longer available, the Company will determine a *Conversion Factor* which will be used as an adjustment to all per unit charges that will then be applied to the *New Demand Measurement*. *Demand Measurement* shall include the Billing

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kVA, the 4 CP kVA, NCP kVA or any other demand measurement required for billing under this Rate Schedule or any applicable Rider(s) or any other applicable schedule(s). *New Demand Measurement* shall be the billing determinants which replace the *Demand Measurement*. The *Conversion Factor* will apply to unit prices per kVA such that when applied to the *New Demand Measurement*, the revenue derived by the Company under demand based charges shall be unaffected by such lack of data.

This adjustment may become necessary because of changes in metering capabilities, such as, Meters that record and /or measure kW with no ability to determine kVA or Meters which meter data in intervals other than 15 minutes. This adjustment also may become necessary due to changes in rules, laws, procedures or other directives which might dictate or recommend that Electric Power and Energy, electric power related transactions, wire charges, nonbypassable charges and/or other transactions measure demand in a way that is inconsistent with the definitions and procedures stated in the Company's Tariff. This adjustment is applicable not only in the instances enumerated above but also for any and all other changes in *Demand Measurement* which would prevent the Company from obtaining the necessary data to determine the kVA quantities defined in this Rate Schedule, applicable Riders and other applicable schedules.

The Conversion Factor shall render the Company revenue neutral to any change in *Demand Measurement* as described above.

Metering Adjustment. The Company may at its option measure service on the secondary side of the Retail Customer's transformers in which event the kVA and kWh recorded by the Billing Meter will be adjusted to compensate for transformer losses as follows: (1) where the Retail Customer's installed substation capacity is 600 kVA or less, the kVA will be increased by 2% and the kWh will be increased by 3%; or (2) where the Retail Customer's installed substation capacity is in excess of 600 kVA, the kVA and kWh will be increased by proper respective adjustments based upon data furnished by the manufacturer. In the event the manufacturer is unable to supply the necessary data, the adjustment will be based on tests conducted on the Retail Customer's transformers by the Company.

On-Site Generation. Delivery Service under this Rate Schedule to a Retail Customer with on-site distributed generation (as defined in section 25.211 of the Commission's rules) may also be subject to the terms, conditions, fees and charges set out in Section 6.1.2.4 of this Tariff, regarding the interconnection and parallel operation of distributed generation.

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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6.1.1.1.5 TRANSMISSION SERVICE**AVAILABILITY**

This schedule is available to Retail Customers requesting Delivery Service for non-Residential Purposes at Transmission Voltage levels when such Delivery Service is to one Point of Delivery and measured through one Meter, except that, at Company's option, locations where the Retail Customer's Electrical Installation or Premises has multiple connections to Company's Delivery System, due to Company facility limitations or design criteria, may be considered one Point of Delivery for billing purposes.

MONTHLY RATE**I. Transmission and Distribution Charges:**

Customer Charge	\$209.26	per Retail Customer per month
Metering Charge	\$799.36	per Meter per month
Transmission System Charge	\$0.00	per 4CP kVA
Distribution System Charge	\$0.594950	per 4CP kVA

II. Transition Charge:

See Schedules TC2, TC3, and TC5

III. Nuclear Decommissioning Charge:

See Rider NDC

IV. Transmission Cost Recovery Factor:

See Rider TCRF

V. Competitive Metering Credit:

See Rider CMC

VI. Other Charges or Credits:

A. Municipal Account Franchise Credit (see application and explanation below)	(\$0.000779) per kWh
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B. Rate Case Expenses Surcharge	See Rider RCE
C. Energy Efficiency Cost Recovery Factor	See Rider EECRF
D. Distribution Cost Recovery Factor	See Rider DCRF
E. Temporary Emergency Electric Energy Facilities	See Rider TEEEF

TERMS OF SERVICE

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES AND DISTRIBUTION SYSTEM CHARGES

Determination of NCP kVA. The NCP kVA applicable under the Monthly Rate section shall be the kVA supplied during the 15 minute period of maximum use during the billing month.

Determination Of 4 CP kVA. The 4 CP kVA applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective with the February billing month of each year and remain fixed for a year. Retail Customer's previous metered usage under this or any other rate schedule will be used, as needed, in determining the billing determinants under the Monthly Rate section. Retail Customers without previous history on which to determine their 4 CP kVA will be billed based on estimated 4 CP kVA in accordance with the following procedures:

- (a) Retail Customers having IDR data for fewer than 4 CP kVA, but at least 2 CP kVA, will be billed based on the average of the actual CP kVA, so long as the CP kVA are representative of the Retail Customer's expected load, as derived from engineering estimates. If the CP kVA are not representative of the expected load, the estimated 4 CP kVA will be set based on mutual agreement between the Retail Customer and the Company.
- (b) Retail Customers that do not have at least 2 CP kVA will be billed by estimating the Retail Customer's 4 CP kVA demand by applying a class coincidence factor to the Retail Customer's NCP kVA, using the formula:

$$\text{Estimated 4 CP kVA} = (\text{NCP kVA} * \text{TCCF})$$

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Where:

NCP kVA is the highest 15-minute integrated demand of an individual Retail Customer served at transmission voltage during the month; and

TCCF is the transmission class coincidence factor for the months June, July, August, and September calculated from the Company's most recent general rate case proceeding using the following formula:

$$\text{TCCF} = \frac{\sum \text{Class CP}_i \text{ kVA for June, July, August, September}}{\sum \text{Class NCP kVA for June, July, August, September}} = 0.784009$$

Where:

Class CP kVA is the transmission voltage rate class' 15-minute demand at the time of the ERCOT CP and Class NCP kVA is the transmission voltage class' maximum 15-minute demand during a month.

OTHER PROVISIONS

Type of Service. The standard Delivery Service under this Rate Schedule will be three-phase, 60 hertz, at the Company's standard Transmission Voltage levels described in Section 6.2.2 of this Tariff and in the Service Standards.

Metering Equipment. Delivery Service under this Rate Schedule will be metered using Company's Standard Meter provided for this type of Delivery Service. Any other metering option(s) requested by Retail Customer will be provided at an additional charge and/or will be provided by a Meter Owner other than the Company pursuant to Applicable Legal Authorities. The Company may install remote metering equipment to obtain information with which to determine the amount of the monthly bill. Retail Customer may have metering instruments installed to check the service supplied under this Rate Schedule in accordance with the provisions of the Tariff.

Construction Services. Where Construction Services are required to initiate Delivery Service under this Rate Schedule, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Services Policy in Section 6.1.2.2 of this Tariff.

Retail Customer Responsibilities. The Retail Customer shall own, operate, and maintain all facilities (except Company owned Billing Meter) necessary to receive three-phase, 60 hertz alternating current service at 60,000 volts or higher. Each Retail Customer served at Transmission Voltage shall comply with Company's operating requirements for transmission customers.

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Sub-Metering. The Electric Power and Energy delivered under this Rate Schedule may not be re-metered or sub-metered by the Retail Customer for resale or sharing except pursuant to lawful sub-metering regulations of Applicable Legal Authorities.

On-Site Generation. If Retail Customer taking Delivery Service under this Rate Schedule has on-site electric generating capacity installed, additional contract arrangements may be required pursuant to section 5 of the Company's Construction Services Policy in Section 6.1.2.2 of this Tariff if less than 10 MW or pursuant to ERCOT guidelines and procedures if 10 MW or greater.

Municipal Account Franchise Credit. A credit equal to the amount of franchise fees included in the Transmission and Distribution Charges will be applied to municipal accounts receiving service within the incorporated limits of such municipality which imposes a municipal franchise fee upon the Company based on the kWh delivered within that municipality and who have signed an appropriate Franchise Agreement.

Adjustment To The Charges Applied To Retail Customer's Demand Measurement. If data to determine the Retail Customer's *Demand Measurement* becomes no longer available, the Company will determine a *Conversion Factor* which will be used as an adjustment to all per unit charges that will then be applied to the *New Demand Measurement*. *Demand Measurement* shall include the Billing kVA, the 4 CP kVA, NCP kVA or any other demand measurement required for billing under this rate schedule or any applicable rider(s) or any other applicable schedule(s). *New Demand Measurement* shall be the billing determinants which replace the *Demand Measurement*. The *Conversion Factor* will apply to unit prices per kVA such that when applied to the *New Demand Measurement*, the revenue derived by the Company under demand based charges shall be unaffected by such lack of data.

This adjustment may become necessary because of changes in metering capabilities, such as, meters that record and /or measure kW with no ability to determine kVA or meters which meter data in intervals other than 15 minutes. This adjustment also may become necessary due to changes in rules, laws, procedures other directives which might dictate or recommend that electric power, electric power related transactions, wire charges, nonbypassable charges and/or other transactions measure demand in a way that is inconsistent with the definitions and procedures stated in the Company's Tariff. This adjustment is applicable not only in the instances enumerated above but also for any and all other changes in *Demand Measurement* which would prevent the Company from obtaining the necessary data to determine the kVA quantities defined in this rate schedule, applicable riders and other applicable schedules.

The Conversion Factor shall render the Company revenue neutral to any change in *Demand Measurement* as described above.

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Metering Adjustment. The Company may at its option measure service on the low voltage side of the Retail Customer's transformers in which event the kVA and kWh recorded by the Billing Meter will be adjusted to compensate for transformer losses on the basis of data furnished by the manufacturer of the Retail Customer's transformers. When the manufacturer is unable to supply the necessary data the adjustment will be based on tests conducted by the Company on the Retail Customer's transformers.

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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6.1.1.1.6 LIGHTING SERVICES

(Street Lighting and Miscellaneous Lighting Services)

STREET LIGHTING SERVICE**AVAILABILITY**

Street lighting service is available to cities, governmental agencies, real estate developers and other groups (herein referred to as Retail Customers) requesting the installation of Company-owned and maintained street lighting systems along public streets, roadways or other public access areas in accordance with Section 6.1.2.2, Construction Services, in this Tariff. Street lighting service is not applicable to privately-owned street lighting systems. Privately-owned street lighting systems may be eligible for Delivery Service under the Company's applicable rate schedule for Secondary or Primary Service.

TYPE OF SERVICE

Street lighting service consists of the installation of Company-owned street lights, fixtures, luminaires and lamps (collectively, Lamps) and (if requested by Retail Customer) ornamental standards along public streets, roadways or other public access areas in accordance with section 6 of the Company's Construction Services Policy in Section 6.1.2.2 of this Tariff, as well as the delivery of Electric Power and Energy at Company's standard Secondary Distribution Voltages to, and the maintenance and replacement of, such installations pursuant to the rates set forth in this Rate Schedule. If ornamental standards are not requested by Retail Customer, the Lamp installations will be mounted on the Company's existing distribution poles, if available, and served by overhead conductors.

Street lighting service will be provided at various voltages as determined by the Company. Delivery Service under this Rate Schedule is an Unmetered Service. Company will install, own and maintain the street lighting service installations provided hereunder. Company's street lighting service is built to NESC standards. At the request of Customer and at Company's discretion, Company may build to other standards, with Customer being responsible for any difference in cost. All street Lamps, including LED Lamps, will burn out and/or dim over time, and therefore the lumens delivered by a street Lamp will vary over time and will vary from Lamp to Lamp. Company will replace burned out street Lamps, and/or make maintenance repairs during regular working hours, at its own cost and expense and will generally have the lighting service restored within 72 hours after notification by the Retail Customer, but with no adjustment of payments hereunder due to outage or varying levels of lumens. Street Lamps furnished hereunder shall operate under normal conditions from approximately thirty minutes after sunset to approximately thirty minutes before sunrise every night in the year and the assumed total time of operations will be approximately four thousand (4,000) hours each year for each light furnished.

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MONTHLY RATE**I. Transmission and Distribution Charges**

The monthly charges listed in the table below cover the provision of Delivery Service to street lighting systems requested by Retail Customer and installed by Company pursuant to this Rate Schedule, including the maintenance but excluding the installation of those systems. Charges for the installation of street lighting systems are governed by the Construction Services Policy in Section 6.1.2.2 of this Tariff.

In addition to the following monthly charges per Lamp, an additional \$0.89 per month will be charged for each Lamp with a break-away base if requested by Retail Customer and installed by Company.

Lamp Type		Schedule	Schedule	Schedule	Schedule	Schedule	Monthly
Initial Lumen	Watt (Bulb Only)	A*	B*	C*	D*	E*	KWH
Mercury Vapor							
22,600 Lumen	400	\$3.94	\$16.37	N.A.	\$11.46	\$10.19	150
7,800 Lumen	175	\$3.46	N.A.	N.A.	\$10.98	N.A.	69
4,200 Lumen	100	\$3.48	\$15.97	N.A.	\$11.00	N.A.	41
High Pressure Sodium Vapor							
50,000 Lumen	400	\$3.91	\$16.35	N.A.	\$11.43	\$10.16	160
28,000 Lumen	250	\$3.80	\$16.23	\$8.94	\$11.32	\$10.05	106
15,000 Lumen	150	\$3.69	\$16.13	\$8.83	\$11.21	\$9.94	58
9,500 Lumen	100	\$3.67	\$16.08	N.A.	\$11.19	\$9.93	38
6,000 Lumen	70	\$3.64	\$16.08	N.A.	\$11.16	N.A.	29
Metal Halide							
32,200 Lumen	400	\$4.94	N.A.	N.A.	\$17.25	\$14.11	159
19,475 Lumen	250	\$9.14	N.A.	N.A.	\$16.50	\$13.34	96
12,900 Lumen	175	\$7.22	N.A.	N.A.	\$14.67	\$12.52	70
7,900 Lumen	100	\$6.63	N.A.	N.A.	\$14.08	\$11.93	40
Light Emitting Diode (LED)							
15,100 Lumen	180	\$4.57	N.A.	N.A.	\$6.05	\$22.19	64
10,850 Lumen	115	\$4.20	\$16.66	\$19.23	\$11.74	\$10.73	38
7,900 Lumen	95	\$3.86	\$16.31	\$9.27	\$11.39	\$10.38	32
4,800 Lumen	45	\$3.47	\$15.93	N.A.	\$11.01	\$10.00	17
2,000 Lumen	20	\$3.47	N.A.	N.A.	\$11.01	N.A.	8

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*** DESCRIPTION OF LIGHTING CONFIGURATIONS**

- Schedule A -one or more Lamps mounted on existing distribution poles and served by overhead conductors.
- Schedule B -single Lamp mounted on ornamental standard and served by overhead conductors. Limited to existing installations.
- Schedule C -twin Lamps mounted on ornamental standard and served by overhead conductors. Limited to existing installations.
- Schedule D -single Lamp mounted on ornamental standard and served by underground conductors, or decorative residential streetlights.
- Schedule E -twin Lamps mounted on ornamental standard and served by underground conductors.

- II. Transition Charge:** See Schedules TC2, TC3, SRC, and TC5
- III. Nuclear Decommissioning Charge:** See Rider NDC
- IV. Transmission Cost Recovery Factor:** See Rider TCRF
- V. Other Charges or Credits:**
- | | |
|--|----------------------|
| A. Municipal Account Franchise Credit
(see application and explanation below) | (\$0.001597) per kWh |
| B. Rate Case Expenses Surcharge | See Rider RCE |
| C. Energy Efficiency Cost Recovery Factor | See Rider EECRF |
| D. Accumulated Deferred Federal
Income Tax Credit | See Rider ADFIT |
| E. Distribution Cost Recovery Factor | See Rider DCRF |
| F. Temporary Emergency Electric Energy
Facilities | See Rider TEEEF |

OTHER PROVISIONS

Municipal Account Franchise Credit. A credit equal to the amount of franchise fees included in the Transmission and Distribution Charges will be applied to municipal accounts receiving service within the incorporated limits of such municipality which imposes a municipal franchise fee upon the

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Company based on the kWh within that municipality and who have signed an appropriate Franchise Agreement.

LED Street Lamp Lumen Levels. By choosing an LED street lighting option, Retail Customer (1) acknowledges that there will be variances in lumen levels and energy consumption between individual LED Lamps and between an LED Lamp and the applicable lumen and watt levels for the Lamp set forth in the table above, and (2) agrees to not hold Company liable for any variations in LED Lamp performance.

The Initial Lumen and Watt levels shown in the table above for LED street lights reflect a target average lumen output and a target average wattage level and may not be representative of any particular LED Lamp.

The Monthly KWH level shown in the table above for LED street Lamps reflects a target average KWH level and may not be representative of any particular LED luminaire.

MISCELLANEOUS LIGHTING SERVICE

AVAILABILITY

Miscellaneous Lighting Service is available in areas designated by Company with suitable locations, where permission for installation has been granted by all affected parties, and where facilities of adequate capacity and suitable voltage are adjacent to the lighting fixture(s) to be served. All new fixtures installed by Company for the provision of Miscellaneous Lighting Service must be purchased from a third-party vendor and owned by the Retail Customer or the Retail Customer's REP ("Customer Owned Installation" or "Customer Owned Fixture"). All Customer Owned Fixtures must be approved by Company prior to installation and must conform to one of the lamp types described in the table below, except that metal halide and mercury vapor fixtures will no longer be approved by Company for installation as Customer Owned Fixtures. Existing Company owned fixtures will continue to be owned by the Company ("Company Owned Installation" or "Company Owned Fixture"). Miscellaneous Lighting Service consists of the delivery of electric power and energy to, and the installation and maintenance of lighting fixtures, as described herein. Retail Customer's electric power and energy must be provided by the Retail Customer's REP in accordance with Applicable Legal Authorities and the Company's Tariff.

TYPE OF SERVICE

Miscellaneous Lighting Service is provided as an Unmetered Service at Company's standard secondary distribution voltages to Customer Owned and Company Owned Fixtures which operate automatically every night from dusk to dawn. The Company will install, make electrical connection(s), and maintain the lighting fixture(s), whether Customer Owned or Company Owned.

Charges for services shall commence on the date that the electrical connection is made.

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Applicable: Entire Service Area

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MONTHLY RATE**I. Transmission and Distribution Charges**

In addition to the installation charges described below for Customer Owned Fixtures, the following monthly charges apply to Miscellaneous Lighting Service.

- A. Only the T&D Charge below is applicable to Customer Owned Installations.
- B. The T&D Charge and the Fixture Charge below are applicable to Company Owned Installations. In addition to the T&D Charge and the Fixture Charge for each lamp type in the table below, an additional charge of \$2.16 per month is charged for a span of secondary which was installed exclusively for Miscellaneous Lighting Service and Retail Customer did not reimburse Company for construction cost (applies only to installations existing as of 1-1-2002).

<u>TYPE OF LAMP</u>	<u>T&D CHARGE</u>	<u>LUMEN RATING</u>	<u>TOTAL WATTAGE</u>	<u>FIXTURE CHARGE¹</u>	<u>MONTHLY KWH</u>
<u>Floodlighting/Directional Lighting</u>					
-					
High Pressure Sodium					
High Pressure Sodium (150 watts)	\$3.39	15,000	185	\$3.76	
High Pressure Sodium (250 watts)	\$4.12	28,000	315	\$4.49	
High Pressure Sodium (400 watts)	\$3.69	50,000	475	\$4.06	
High Pressure Sodium (1,000 watts)	\$6.94	140,000	1,100	N.A.	
Light Emitting Diode (LED)					
Light Emitting Diode (40 watts)	\$3.39	4,800	40	\$3.76	14
LED Alternative For 150W High Pressure Sodium					
Light Emitting Diode (70 watts)	\$4.12	7,900	70	\$4.49	24
LED Alternative For 250W High Pressure Sodium					
Light Emitting Diode (100 watts)	\$3.69	11,300	100	\$4.06	33
LED Alternative For 400W High Pressure Sodium					
Light Emitting Diode (175 watts)	\$6.94	15,100	175	N.A.	58
LED Alternative For 1,000W High Pressure Sodium					
Metal Halide					

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

CNP 8037

<u>TYPE OF LAMP</u>	<u>T&D CHARGE</u>	<u>LUMEN RATING</u>	<u>TOTAL WATTAGE</u>	<u>FIXTURE CHARGE¹</u>	<u>MONTHLY KWH</u>
Metal Halide (175w) (no new installations)	\$9.24	12,900	210	N/A	70
Metal Halide (250w) (no new installations)	\$17.08	19,475	294	N/A	98
Metal Halide (400 w) (no new installations)	\$6.96	32,200	476	N/A	159
Metal Halide (1,000w) (no new installations)	\$13.44	104,500	1,100	N/A	367
<u>Roadway/General Lighting</u>					
High Pressure Sodium (150 watts)	\$2.30	15,000	185	\$2.42	61
Light Emitting Diode (95 watts)	\$2.30	7,900	95	\$2.42	32
LED Alternative For 150W High Pressure Sodium					
<u>Guard Lighting</u>					
High Pressure Sodium (100 watts)	\$2.29	9,500	120	\$2.42	40
Light Emitting Diode (40 watts)	\$2.29	4,800	40	\$2.42	14
LED Alternative For 100W High Pressure Sodium					

¹ Applies only to Company Owned Fixtures that are Company-owned and installed prior to September 1, 2000.

- | | |
|--|--------------------------------------|
| II. Transition Charge: | See Schedules TC2, TC3, SRC, and TC5 |
| III. Nuclear Decommissioning Charge: | See Rider NDC |
| IV. Transmission Cost Recovery Factor: | See Rider TCRF |
| V. Other Charges or Credits: | |
| A. Municipal Account Franchise Credit
(see application and explanation below) | (\$0.002372) per kWh |
| B. Rate Case Expenses Surcharge | See Rider RCE |

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

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	C. Energy Efficiency Cost Recovery Factor	See Rider EECRF
OTHER	D. Accumulated Deferred Federal Income Tax Credit	See Rider ADFIT
	E. Distribution Cost Recovery Factor	See Rider DCRF
	F. Temporary Emergency Electric Energy Facilities	See Rider TEEEF

PROVISIONS

Municipal Account Franchise Credit. A credit equal to the amount of franchise fees included in the Transmission and Distribution Charges will be applied to municipal accounts receiving service within the incorporated limits of such municipality which imposes a municipal franchise fee upon the Company based on the kWh within that municipality and who have signed an appropriate Franchise Agreement.

Acceptable Lamp Types for Installation. For Miscellaneous Lighting Service, the Company no longer installs Customer Owned Fixtures that use mercury vapor or metal halide lighting. Only Customer Owned Fixtures using high pressure sodium or LED lighting are accepted by Company for installation. Existing mercury vapor and metal halide installations (whether Customer Owned Installations or Company Owned Installations) will be converted to the appropriate high pressure sodium or LED equivalent from time to time during the normal course of maintenance when individual lamps burn out. Mercury vapor Guard Lighting installations with 7,800 lumen lamps will be converted to 9,500 lumen high pressure sodium, at no up-front cost to the Retail Customer.

LED Lumen Levels. By choosing an LED miscellaneous lighting option, Retail Customer (1) acknowledges that there will be variances in lumen levels and energy consumption between individual LED lamps and between the an LED Lamp and the applicable lumen and watt levels for the other lamp types set forth in the table above, and (2) agrees to not hold Company liable for any variations in LED Lamp performance.

INSTALLATION AND MAINTENANCE FOR CUSTOMER OWNED FIXTURES

Company will install and maintain the lighting fixture(s) served hereunder. For all Miscellaneous Lighting fixture installations except Guard Lighting fixtures, the Company will provide for each fixture the bulb and the photoelectric relay at the time of installation. Company will replace burned out lamps and make other maintenance repairs during Company's regular working hours at Company's expense, but with no adjustment of payments hereunder due to outage. Maintenance includes replacement of burned-out lamps (bulbs) and malfunctioning photoelectric relays.

Damages due to vandalism, storms, accidents or manufacturing defects are not included under maintenance. Generally, Company will make maintenance repairs under this tariff within 72 hours after notification by the Retail Customer or REP.

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

CNP 8037

The Retail Customer will be charged a one-time fee per lighting fixture to cover the Company's standard installation as detailed below. Standard installation consists of installing the lighting fixture on an existing wooden distribution pole and connecting service supplied from an existing or new overhead secondary conductor on the pole as detailed below. Standard installations are made during normal Company business hours. The charges below include both the labor to install and eventually remove fixtures. Any additional construction and/or cost required to provide service will be at the Retail Customer's expense, for an additional charge. Any additional facilities so required will be owned, installed and maintained by the Company.

Retail Customer or REP must purchase/provide all lighting fixtures. Only un-metered lighting fixtures meeting Company Service Standards and specifications will be allowed under this tariff. The Retail Customer or REP will own the lighting fixture.

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

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CUSTOMER OWNED FIXTURES STANDARD INSTALLATION FEES	One Light per Pole	Two Lights per Pole	Three Lights per Pole
Flood Light			
High Pressure Sodium			
Installations without secondary			
150w, 250w, 400w	\$325	\$350	\$405
1000w	\$370	\$450	\$550
Installations with 150 feet of secondary			
150w, 250w, 400w	\$425	\$450	\$505
1000w	\$470	\$550	\$655
Light Emitting Diode			
Installations without secondary			
40w, 100w, 180w	\$325	\$350	\$405
	\$370	\$450	\$550
Installations with 150 feet of secondary			
40w, 100w, 180w	\$425	\$450	\$505
	\$470	\$550	\$655
Guard Light			
Installations without secondary			
100w HPS	\$325	N/A	N/A
Installations with secondary			
100w HPS	\$365	N/A	N/A
Installations without secondary			
100w LED	\$325	N/A	N/A
Installations with secondary			
100w LED	\$365	N/A	N/A
Roadway Light			
Installations without secondary			
150w HPS	\$335	N/A	N/A
Installations with secondary			
150w HPS	\$375	N/A	N/A
Installations without secondary			
95w LED	\$335	N/A	N/A
Installations with secondary			
150w HPS 95w LED	\$375	N/A	N/A

INSTALLATION AND MAINTENANCE FOR COMPANY OWNED FIXTURES

Company Owned Fixtures were installed by the Company before September 1, 2000. Company will replace burned out lamps and make other maintenance repairs during Company's regular working hours at Company's expense, but with no adjustment of payments hereunder due to outage. Maintenance includes replacement of burned-out lamps (bulbs) and malfunctioning photoelectric relays, and damages due to vandalism, storms, accidents or manufacturing defects.

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

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Generally, Company will make maintenance repairs under this tariff within 72 hours after notification by the Retail Customer or REP.

EXTRAORDINARY MAINTENANCE ACTIVITIES

For Customer Owned Fixtures, Company will charge Retail Customer an additional fee as detailed below for each occurrence of the extraordinary maintenance activities listed hereunder.

CUSTOMER OWNED FIXTURES EXTRAORDINARY MAINTENANCE FEE	
ACTIVITY	FEE
(1) Replace a vandalized shield (parts and labor)	\$125.00
(2) Make adjustments to the fixture (labor only)	\$125.00
(3) Replace a fixture (labor only)	\$125.00
(4) Relocate a fixture (labor only)	As Calculated

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

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6.2.3 ADDITIONAL COMPANY SPECIFIC TERMS AND CONDITIONS

1. In the event that Retail Customer's monthly bill is based upon a period of less than or more than a normal billing period length any applicable \$/month and demand based (\$/kVA or \$kW) charges shall be prorated based on a 30 day billing period. However, a normal billing period typically ranges from 27 to 35 days and is typically the period between two consecutively scheduled meter reading dates. The Company determines the normal billing period and scheduled meter reading dates based on holidays, weekends and other factors which impact the schedule.
2. The Company rents certain distribution equipment to Retail Customers on a short term, emergency basis, provided the items are not immediately available from local suppliers and the Company has a sufficient quantity of such item in stock to meet operating requirements. Terms and conditions of all rental transactions are specified in a written agreement.

The Company will assist the Retail Customer to determine the appropriate service arrangements, when practical. Based on these arrangements, the Company will provide a cost basis for the rental or leasing of equipment required to receive 138,000 volt service.

3. Company calculates the labor costs included in the "As Calculated" Meter Tampering Charge under Section 6.1.2.1 of this Tariff (Uniform Discretionary Charges) based on an estimated average of the type of personnel typically involved and time typically spent in conducting an investigation and taking corrective actions in routine meter tampering cases.
4. Company will apply Section 5.5.6 of this Tariff to Retail Customers with on-site generation who comply with the notice requirements in that Section for scheduled maintenance on their generation facilities. For this purpose, Company interprets the terms "scheduled equipment testing," "equipment testing," and "testing" in that Section to include "scheduled on-site generation maintenance" and the term "test period" to include "scheduled on-site generation maintenance period."
5. Company may, in its sole judgment, lease and operate facilities that provide temporary emergency electric energy in accordance with Applicable Legal Authorities. Company's choice to operate and Company's operation of facilities that provide temporary emergency electric energy during a widespread power outage are not a guarantee of steady and continuous Delivery Service and are not a guarantee against fluctuations, irregularities, or interruptions in Delivery Service. All Competitive Retailers and Retail Customers that receive Delivery Service from Company receive Delivery Service under the rates, terms, and conditions outlined in this Tariff, including, but not limited to, Section 3.11, GOVERNING LAWS AND REGULATIONS, Section 3.13, QUALITY OF DELIVERY SERVICE, Section

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

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4.2.5, EMERGENCIES AND NECESSARY INTERRUPTIONS, Section 4.2.6, LIMITATION OF WARRANTIES BY COMPANY, Section 5.2.5, EMERGENCIES AND NECESSARY INTERRUPTIONS, and Section 5.2.6, LIMITATION OF WARRANTIES BY COMPANY. Company's operation of facilities that provide temporary emergency electric energy during a widespread power outage shall not abridge, enlarge, or modify the limits on liability outlined in Section 4.2, LIMITS ON LIABILITY, and SECTION 5.2, LIMITS ON LIABILITY. ***Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by Company's use of facilities that provide temporary emergency electric energy during a widespread power outage. including, without limitation, the deployment (or lack of deployment), location, capacity, duration, or operation of such facilities, or any fluctuations, irregularities, or interruptions in Delivery Service from such facilities.***

However, if damages are caused by Company's gross negligence or intentional misconduct, this provision shall not preclude recovery of appropriate damages when legally due. This tariff provision 6.2.3 expires on the effective date of revisions to Company's pro forma tariff related to facilities that provide temporary emergency electric energy.

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

6.1.1.6.14 RIDER TEEEF – TEMPORARY EMERGENCY ELECTRIC ENERGY FACILITIES (TEEEF)**APPLICABILITY**

Each Retail Customer connected to the Company's distribution system will be assessed a non-bypassable service charge pursuant to this rider. The charges derived herein are necessitated by costs of TEEEF. Rider TEEEF will be updated, if necessary, concurrently with a DCRF proceeding or annually in the absence of a DCRF proceeding.

MONTHLY RATE

The REP, on behalf of the Retail Customer, will be assessed this service charge based on the monthly per unit cost (TEEEF) multiplied times the Retail Customer's appropriate monthly billing determinant (kWh, Billing kVA, or 4 CP kVA).

The Allocation Factor for each listed rate class is as follows:

Residential Service	50.5185%
Secondary Service Less Than or Equal to 10 kVA	0.9823%
Secondary Service Greater Than 10 kVA	43.2751%
Primary Service	4.7317%
Transmission Service	0.0000%
Street Lighting Service	0.4925%

TEEEF EFFECTIVE FOR SCHEDULED METER READ DATES ON AND AFTER APRIL 15, 2023

Rate Class	TEEEF Charge	Billing Units
Residential Service	\$ 0.001712	per kWh
Secondary Service Less Than or Equal to 10 kVA	\$ 0.001172	per kWh
Secondary Service Greater Than 10 kVA	\$ 0.421459	per Billing kVA
Primary Service	\$ 0.376286	per Billing kVA
Transmission Service	\$ 0.000000	per 4CP kVA
Lighting Services	\$ 0.002227	per kWh

CenterPoint Energy Houston Electric, LLC

Applicable: Entire Service Area

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

Secondary Service Greater Than 10 kVA - Determination of Billing kVA. The Billing kVA applicable to the Distribution System Charge shall be the NCP kVA for the current billing month.

Primary Service - Determination of Billing kVA For loads whose maximum NCP kVA established in the 11 months preceding the current billing month is less than or equal to 20 kVA, the Billing kVA applicable to the Distribution System Charge shall be the NCP kVA for the current billing month. For all other loads, the Billing kVA applicable to the Distribution System Charge shall be the higher of the NCP kVA for the current billing month or 80% of the highest monthly NCP kVA established in the 11 months preceding the current billing month (80% ratchet). The 80% ratchet shall not apply to seasonal agricultural Retail Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 8, 2023

Requested By: Corby Alexander, City Manager

Department: Administration/CMO

☐ Report ☒ Resolution ☐ Ordinance

Exhibits: Coalition invitation, notice from CenterPoint, Resolution 2023-03

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

The City of La Porte received notice dated April 5, 2023, CenterPoint Energy Houston Electric, LLC., ("CenterPoint") filed for an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") pursuant to Section 36.210 of the Public Utility Regulatory Act ("PURA") and 16 Tex. Admin. Code ("TAC") §25.243 and asks that its municipal authorities that have retained original jurisdiction over CenterPoint Houston's rates, which include your city, and the Public Utility Commission of Texas ("Commission"), approve CenterPoint Houston's proposed Rider DCRF. CenterPoint is requesting an \$84.6 million incremental increase to its DCRF revenue requirement. CenterPoint also filed for approval to amend its Temporary Emergency Electric Energy Facilities Rider (TEEEF). CenterPoint is requesting a TEEEF revenue requirement of \$187,874,401.

CenterPoint Houston is filing this Application simultaneously with the Commission and all municipal authorities that have retained jurisdiction over CenterPoint Houston's rates. This is CenterPoint Houston's second DCRF filing since its last comprehensive base rate case, Docket No. 49421. The company's requested DCRF takes into account changes in the Company's net distribution system invested capital for the period of January 1, 2019 through December 31, 2022. The Company's proposed effective date for rates under Rider DCRF is September 1, 2023.

Municipalities that have not ceded their jurisdiction to the Commission have exclusive original jurisdiction over this filing, as it affects service within their municipal boundaries. This jurisdiction extends for 60 days from the date of this filing. Pursuant to 16 TAC § 25.243(c)(1)(B), on the 60th day after the filing of this Application with the city, the Application is deemed appealed to the Commission, regardless of whether the city

approves or denies the application, and the appeal will be consolidated with the CenterPoint Houston's DCRF proceeding before the Commission.

What is the DCRF?

The DCRF allows electric utilities, like CenterPoint, to adjust rates for changes in certain distribution costs without filing a full base rate proceeding. Unlike a full base rate proceeding, the cities' ability to perform a comprehensive review of the DCRF request is limited due to substantive and procedural limitations including a truncated timeframe for review and limitations on the scope of the cities' review and discovery.

What is the TEEEF?

The Commission approved CenterPoint's TEEEF-rider April 5, 2023. The TEEEF Rider allows CenterPoint to recover reasonable and necessary TEEEF costs. More details will be provided during the coalition meeting regarding the TEEEF.

Who are the Coalition experts?

The City of Houston organized a team of experts to review the rate request and assist in preparing a final recommendation. The experts include Alton Hall, of Adams and Reese, to represent the collective interest of the coalition in this matter, and technical rate experts to assist with the evaluation of CenterPoint's DCRF application.

The City of La Porte is part of other similar coalitions regarding CenterPoint Houston Electric, LLC, but is not participating in a group of similarly situated cities with regard to CenterPoint's DCRF. Joining the coalition of cities will benefit both La Porte and the coalition through addition of another city voice in the review of DCRF rates, services, and operations in CenterPoint's Energy Electric, LLC.

Currently, there are no fees or other dues applicable for joining the coalition of cities. The coalition's primary focus is on rate cases involving CenterPoint's DCRF.

ACTION REQUIRED BY CITY COUNCIL

Adopt Resolution 2023-03 authorizing the City of La Porte to join with other municipalities as part of the coalition of cities, in connection with CenterPoint Energy Houston Electric, LLC application for approval of a Distribution Cost Recovery Factor.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. 2023-03

RESOLUTION OF THE CITY OF LA PORTE, TEXAS, AUTHORIZING PARTICIPATION IN COALITION OF CITIES PERTAINING TO PROCEEDINGS CONCERNING CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2023; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT.

WHEREAS, on or about April 5, 2023, CenterPoint Energy Houston Electric, LLC ("CenterPoint") filed with the Public Utility Commission of Texas ("Commission") an Application for Approval of a Distribution Cost Recovery Factor ("DCRF") under Docket No. 54825 and an Application to Amend its Temporary Emergency Electric Energy Facilities Rider ("TEEEF") under Docket No. 54830; and

WHEREAS, Section 36.210 of the Texas Utilities Code authorizes an electric utility company to request periodic adjustment to its rate schedule between full base rate cases due to changes in the utility's invested capital by including a DCRF in its Commission approved rates; and

WHEREAS, Section 39.918 of the Texas Utilities Code authorizes an electric utility company to request recovery of reasonable and necessary costs for temporary emergency electric energy facilities; and

WHEREAS, CenterPoint is requesting to amend its 2022 DCRF to request an \$84.6 million increase to its revenue requirement for a total revenue requirement of \$162.6 to be recovered through ratepayers effective September 1, 2023; and

WHEREAS, CenterPoint is also requesting to amend its 2022 TEEEF rider to adjust to a new revenue requirement of \$187,875,401 effective September 1, 2023; and

WHEREAS, any DCRF and TEEEF ordered by the Commission in the proceedings could ultimately affect CenterPoint's rates for wholesale electric transmission customers and for end-use retail electric customers in CenterPoint's certificated service territory; and

WHEREAS, certain municipalities have indicated their desire to join with the City of Houston, Texas in a coalition of cities interested in the conduct of the proceedings and to authorize the coalition to intervene on behalf of the participating municipalities therein; and

WHEREAS, the coalition of cities shall be led by the City of Houston, which shall direct the selection of legal counsel and consultants on behalf of the coalition.

WHEREAS, interested parties must seek party status to comply with the intervention deadline to be set in the proceedings; and

WHEREAS, the City Council finds that the participation of the City of La Porte ("City") in the coalition of cities will achieve coordinated efforts among similarly situated affected municipalities in order to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating CenterPoint's DCRF and TEEEF application; and

WHEREAS, City Council has determined that it is in the best interest of the City that the City participates with the coalition of cities in the proceedings; **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS:**

Section 1: That the statements and findings recited in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. That the City is hereby authorized to join with other municipalities as part of the coalition of cities and to participate to the fullest extent permitted by law in proceedings affecting the rates, operations and services of CenterPoint for customers within the City of La Porte, Texas and in particular regarding the 2023 DCRF and 2023 TEEEF.

Section 3. That the City is hereby authorized to intervene in the proceedings as a member of the coalition.

Section 4. That such outside counsel that the City of Houston may select, shall represent the City in all of the proceedings and are hereby authorized to take all legal and other actions necessary to forward the interests of the City in the proceedings and all matters related to such proceedings, including without limitation any hearings, conferences, negotiations and related proceedings.

Section 5. That the meeting at which this Resolution was approved complied with the requirements of the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That this Resolution shall take effect immediately upon its passage and approval in the manner required by the City Charter and ordinances

PASSED AND APPROVED this _____ day of _____, 2023.

Louis R. Rigby, Mayor

ATTEST:

Lee Woodward, City Secretary

APPROVED AS TO FORM:

Clark Askins, Assistant City
Attorney



CITY OF HOUSTON

Administration & Regulatory Affairs
Department

Sylvester Turner
Mayor

Tina Paez
Director
P.O. Box 1561
Houston, Texas 77251-1561

T. 832.393.8531
F. 832.393.8527
www.houstontx.gov/ara/

April 18, 2023

To: Cities located in CenterPoint Energy Houston Electric Service Territory

Re: Houston Coalition of Cities in the CenterPoint Distribution Cost Recovery Factor and Temporary Emergency Electric Energy Facilities Rider

On April 5, 2023, CenterPoint Energy Houston Electric, LLC (CenterPoint) filed an application for approval of a Distribution Cost Recovery Factor (DCRF) with cities in its service territory, and with the Public Utility Commission of Texas (PUC). CenterPoint's is requesting an \$84.6 million incremental increase to its DCRF revenue requirement. CenterPoint also filed for approval to amend its Temporary Emergency Electric Energy Facilities Rider (TEEEF). CenterPoint is requesting a TEEEF revenue requirement of \$187,874,401.

Since the issues to be addressed in the DCRF and TEEEF rate filings impact municipalities similarly, the City of Houston is inviting you to participate in the Houston Coalition of Cities (Coalition), a coalition representing municipalities' interests in the CenterPoint DCRF and TEEEF proceedings. No financial contributions by member cities will be required.

What is the DCRF?

The DCRF allows electric utilities, like CenterPoint, to adjust rates for changes in certain distribution costs without filing a full base rate proceeding. Unlike a full base rate proceeding, the cities' ability to perform a comprehensive review of the DCRF request is limited due to [substantive and procedural limitations](#) including a truncated timeframe for review and limitations on the scope of the cities' review and discovery.

What is the TEEEF?

The PUC approved CenterPoint's TEEEF-rider April 5, 2023. The TEEEF Rider allows CenterPoint to recover reasonable and necessary TEEEF costs. More detail will be provided during the coalition meeting regarding the TEEEF.

Who are the Coalition experts?

The City of Houston organized a team of experts to review the rate request and assist in preparing a final recommendation. The experts include Alton Hall, of Adams and Reese, to represent the collective interest of the coalition in this matter, and technical rate experts to assist with the evaluation of CenterPoint's DCRF application.

What are the next Steps?

A meeting (conference call) will be scheduled. We will reach out separately with the meeting date and time. At that time, we will provide an overview of the DCRF and TEEEF rider and establish points of contact for further communication.

Are there any actions needed at this time by Coalition cities?

Yes. Attached you will find draft resolution and ordinance:

1) Authorizing participation in the coalition. Action by your governing body is necessary for participation in the Coalition and intervention at the PUC.

2) Denying CenterPoint's DCRF requests. Because of the expedited nature of this proceeding, the Coalition experts recommend that Coalition cities deny CenterPoint's application for a DCRF. The deadline for cities to adopt a rate ordinance approving, modifying, or rejecting CenterPoint's DCRF request is **June 4, 2023**, or the request will be deemed denied and consolidated with the proceeding at the PUC.

If you have any questions, please feel free to call me at 832.393.8531.

Respectfully,

DocuSigned by:

BCF73D669A3143E...

Alisa Talley, Division Manager
Administration and Regulatory Affairs Department
City of Houston



April 5, 2023

CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

Mayor and City Council Members
City of La Porte
La Porte, Texas

Re: Application of CenterPoint Energy Houston Electric, LLC for Approval to Amend
its Distribution Cost Recovery Factor

Mayor and City Council Members:

CenterPoint Energy Houston Electric, LLC ("CenterPoint Houston" or the "Company") files this Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") pursuant to Section 36.210 of the Public Utility Regulatory Act ("PURA") and 16 Tex. Admin. Code ("TAC") §25.243 and asks that its municipal authorities that have retained original jurisdiction over CenterPoint Houston's rates, which include your city, and the Public Utility Commission of Texas ("Commission"), approve CenterPoint Houston's proposed Rider DCRF.

CenterPoint Houston is filing this Application simultaneously with the Commission and all municipal authorities that have retained jurisdiction over CenterPoint Houston's rates. This is CenterPoint Houston's second DCRF filing since its last comprehensive base rate case, Docket No. 49421. The Company's requested DCRF takes into account changes in the Company's net distribution system invested capital for the period January 1, 2019 through December 31, 2022. The Company's proposed effective date for rates under Rider DCRF is September 1, 2023.

Municipalities that have not ceded their jurisdiction to the Commission have exclusive original jurisdiction over this filing, as it affects service within their municipal boundaries. This jurisdiction extends for 60 days from the date of this filing. Pursuant to 16 TAC § 25.243(c)(1)(B), on the 60th day after the filing of this Application with the city, the Application is deemed appealed to the Commission, regardless of whether the city approves or denies the application, and the appeal will be consolidated with the CenterPoint Houston's DCRF proceeding before the Commission.

If you desire any additional information concerning this filing, please contact me at (713) 207-5956.

Very truly yours,

A handwritten signature in black ink, appearing to read "Denise Gaw".

Denise Gaw
Regulatory Manager

Enclosures

Mayor and City Council Members
April 5, 2023
Page 2

DELIVERED TO:

_____, _____ of
NAME OFFICE (Mayor, City Secretary, etc.)

the City of La Porte on this _____ day of April 2023.

SIGNATURE



CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

March 31, 2023

Mayor Louis Rigby
City of La Porte
604 Fairmont Parkway
La Porte, TX 77571

RE: Annual Franchise Payment Calculation

Dear Mayor Rigby:

Pursuant to the City of Baytown franchise agreement with CenterPoint Energy Houston Electric, LLC, the attached Annual Franchise Payment Calculation is submitted for your review. If CenterPoint Energy Houston Electric, LLC does not receive an objection from you by May 31, 2023, CenterPoint Energy Houston Electric, LLC shall implement the adjusted annual franchise fee payment on July 1, 2023.

Please feel free to contact me at 713-425-7334 if you have any questions concerning this matter.

Please acknowledge receipt of this notice by signing in the space provided below.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Porter", with a long horizontal line extending from the end.

Carlton Porter
Service Area Manager – Baytown

CP/ksh
Attachment: Annual Franchise Payment Calculation

Received this _____ day of _____, 2023

By: _____

Title: _____

City of La Porte Annual Franchise Payment Calculation
Effective July 1, 2023

Line No.	Description	Amount	Franchise Ordinance
1	Annual Franchise Fee:		
2	Base Amount	\$ 1,265,908.39	Per Section 11
3		\$ -	
4	Annual Franchise Fee (line 2 + line 3)	\$ 1,265,908.39	
5	Annual Adjustment Factor:		Per Section 11
6	kWh delivered within corporate limits of City in the calendar year 2022	924,945,728	Includes street lights
7	kWh delivered within corporate limits of City in base year 2005	405,673,951	Base Year fixed (includes street lights)
8	Annual Adjustment Factor (line 6 / line 7)	2.28	
9	Adjusted Annual Franchise Fee (line 8 x line 4)	\$ 2,886,299.59	
Determination of Annual Franchise Fee Payment:			
10	Is line 9 higher than line 4? If yes, insert amount from line 9. If no insert amount from line 4.	\$ 2,886,299.59	Per Section 11
11	Less: Municipal Account Franchise Credits applicable to City in the calendar year 2022	43,083.85	Per Section 11
12	Total Annual Franchise Fee Payment (line 10 - line 11)	\$ 2,843,215.74	
13	Monthly Payment (line 12 / 12 months)	\$ 236,934.64	Due 1st day of each month beg. July 1st
Monthly Payments:			
Based on 2022			
	Monthly Payment	Franchise Credits	
July 1	\$ 236,934.64	\$ 3,590.32	\$ 240,524.97
August 1	236,934.64	3,590.32	240,524.97
September 1	236,934.64	3,590.32	240,524.97
October 1	236,934.64	3,590.32	240,524.97
November 1	236,934.64	3,590.32	240,524.97
December 1	236,934.64	3,590.32	240,524.97
January 1	236,934.64	3,590.32	240,524.97
February 1	236,934.64	3,590.32	240,524.97
March 1	236,934.64	3,590.32	240,524.97
April 1	236,934.64	3,590.32	240,524.97
May 1	236,934.64	3,590.32	240,524.97
June 1	236,934.64	3,590.32	240,524.97
Total	\$ 2,843,215.74	\$ 43,083.85	\$ 2,886,299.59



CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

April 5, 2023

Mayor and City Council Members
City of La Porte
La Porte, Texas

Re: Application of CenterPoint Energy Houston Electric, LLC for Approval to Amend
its Temporary Emergency Electric Energy Facilities Rider

Mayor and City Council Members:

CenterPoint Energy Houston Electric, LLC ("CenterPoint Houston" or the "Company") has filed with the Public Utility Commission of Texas ("Commission") an Application for Approval to Amend its Temporary Emergency Electric Energy Facilities Rider ("TEEEF") pursuant to Section 39.918 of the Public Utility Regulatory Act ("PURA"). The Commission has original jurisdiction over the Company's proposed Rider TEEEF rates; therefore, the City need take no action. This is CenterPoint Houston's second TEEEF filing since its last comprehensive base rate case, Docket No. 49421 and the filing addresses TEEEF and related costs during 2022. The Company's proposed effective date for amended rates under Rider TEEEF is September 1, 2023.

If you desire any additional information concerning this filing, please contact me at (713) 207-5956 or denise.gaw@centerpointenergy.com.

Very truly yours,

A handwritten signature in black ink, appearing to read "Denise Gaw".

Denise Gaw
Regulatory Manager

Mayor and City Council Members
April 5, 2023
Page 2

DELIVERED TO:

_____, _____ of
NAME OFFICE (Mayor, City Secretary, etc.)

the City of La Porte on this _____ day of April 2023.

SIGNATURE



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 8, 2023

Requested By: Corby Alexander, City Manager

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: 2022-23 Agreement w/ Exhibits

Appropriation

Source of Funds: 038 – EDC Fund

Account Number: 038-6030-565-5007

Amount Budgeted: \$71,000

Amount Requested: \$72,000

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

For the past 11 years, the City of La Porte has partnered with Harris County Transit Authority (HCTA) to provide regional bus service in La Porte. Since 2013, the City has provided a fixed schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations within the City, as well as selected sites outside the City such as Social Security Office, Strawberry Clinic, a connector shuttle to Baytown which allows riders to be connected to the Metro Station, and paratransit services. Paratransit services are those services required by the Americans with Disabilities Act (ADA) for residents with disabilities who are unable to use fixed route transportation systems and are deemed eligible for the service (aka “door to door” services). Harris County administers a federal grant for the cost of providing the service and La Porte provides a match to complete the funding.

Summary Ridership Data:

	2017	2018	2019	2020	2021	2022
La Porte Routes Only	5,041	6,214	6,870	5,117	3,648	3,740
Baytown Shuttle	5,322	5,138	6,086	5,024	4,302	4,495
Total	10,363	11,352	12,956	10,141	7,950	8,235

La Porte’s share of bus service for the upcoming 12-month service year, which begins upon the signing of the “Agreement,” is \$72,000.00. COVID-19 continues to affect ridership for the past two years since the pandemic started. Bus ridership has remained steady, with ebbs and flows throughout the COVID-19 pandemic. If ridership were to remain steady, the number of 2023 passengers should exceed both 2021 and 2022 numbers. The only changes from the previous agreements with HCTA is an increase cost from \$69,000 to \$72,000 and authorizes the City Manager, instead of the Mayor, to work with HCTA on any route changes throughout the year. Although we only budgeted \$71,000 for this service, we can make up the difference with funds within the Economic Development Corporation budget. Harris County has continuously planned

to market more aggressively their services in the community. If ridership increases, the funding of this agreement can increase.

If City Council wishes to continue providing bus services to the community, staff recommends approving the Bus Service Agreement with Harris County Transit Authority for local bus service for 12-month period.

ACTION REQUIRED BY CITY COUNCIL

Authorize the Mayor to enter an Interlocal agreement for bus services between Harris County and the City of La Porte for local bus transit services with an expenditure of \$72,000.00 for the period of twelve (12) months with the approval of Harris County.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF LA PORTE FOR A FIXED BUS ROUTE SERVICE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (“Agreement”) for a fixed route bus service is made and entered into pursuant to Chapter 791 of the Texas Government Code by and between Harris County (“the County”), a body corporate and politic under the laws of the State of Texas, and the City of La Porte (“La Porte”), a home-rule city under the laws of the State of Texas. The County and La Porte are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

Certain portions of eastern Harris County lie outside the jurisdictional boundaries and service area of the Metropolitan Transit Authority of Harris County, Texas, including areas within the corporate limits of La Porte.

The Parties agree that the operation of a fixed route bus service will enhance regional mobility and support transit services within the County and La Porte.

The Parties now desire to enter into this Agreement to establish a new term for the fixed bus route service and to provide for responsibilities and funding of the fixed bus route service.

Terms

ARTICLE I. Agreement and Definitions

1.1 Scope of Agreement. County, upon receipt of funding from La Porte and matching federal funds, will provide for the operation of a fixed bus route service, as described in more detail in **Exhibit A**.

1.2 Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.2.1 “Fixed Route Bus Service” means services provided on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed route trip serves the same origins and destinations.

1.2.2 “Complementary Paratransit Service” means service required by the Americans with Disabilities Act (“ADA”) for individuals with disabilities who are unable to use fixed route transportation systems and are deemed eligible for the service. This service complements the fixed route bus service by providing ADA certified individuals access to transit services that serve the same origins and destinations on the bus routes. Complementary Paratransit Services are more costly to provide

since they are a one-person-one-vehicle trip. The Federal Transit Administration (“FTA”) recognizes the additional cost burden associated with Complementary Paratransit Services and allows transit agencies to charge double the adult fare to help offset some of the higher costs.

1.2.3 “Local Matching Funds” means the financial assistance from local entities that support the operation of the transit system as required by a grant to match the federal contribution. These include, but are not limited to: tax levies; general funds; specified contributions, contributions from city, county, or other municipal government towards the Local Share portion of the transit system budget; and other revenues such as advertising.

1.2.4 The Parties agree the County will provide services in accordance with federal requirements.

ARTICLE II. La Porte’s Obligations

2.1 In accordance with the requirements set forth herein, La Porte will provide, maintain, and make available for use with regard to the services hereunder transit stops at all locations chosen by the County. To be acceptable, each such transit stop must at a minimum have a “transit stop” sign facing both directions, using the graphic shown in **Exhibit B** of this Agreement. As additional FTA capital improvement funds become available, the County may at its sole option, use those funds and Local Matching Funds provided by La Porte to pay for additional transit stop improvements such as connecting sidewalks to stops within $\frac{3}{4}$ miles of a stop or shelter bike paths within three (3) miles that connect to a stop and/or shelter site pads, park benches, and passenger shelters.

2.2 All transit stops will have the following minimum standards:

- (a) A firm stable surface;
- (b) A minimum clear length of 96 inches measured from the curb or roadway edge and minimum clear width of 60 inches measured parallel to the vehicle roadway;
- (c) A maximum slope of 1:50 (2%) for water drainage; and
- (d) An accessible route to the streets, sidewalks or pedestrian paths.

2.3 La Porte will provide advertising on La Porte’s Internet Site, as well as other media, informing the general public of the availability of transit services in the community. Additionally, La Porte will provide information inserts into its utility bills, but only at such time or intervals as requested by County in writing and at County’s expense. The design of the information inserts will be provided by the County.

2.4 Within fifteen (15) days of the effective date of this Agreement, La Porte shall send Seventy-Two Thousand and No/Dollars (\$72,000.00) to the County in satisfaction of its obligations to provide Local Matching Funds. Should the County determine that such funds from La Porte are inadequate to pay for the required Local Share portion of the transit system budget during the term of this Agreement, the County shall have no obligation to

continue providing the services hereunder unless and until La Porte provides the necessary additional funds to the County for such purpose, subject to the same requirements applicable to use of the original contribution. Additional funds shall be provided by La Porte within forty-five (45) days from La Porte's receipt of written request for additional funds from County.

- 2.5** La Porte shall comply with the Davis-Bacon and Copeland Anti-Kickback Acts codified at 40 USC § 3141, et. seq and 18 USC § 874 to the extent applicable.
- 2.6** Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, La Porte agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, La Porte agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2.7** Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, La Porte agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor ("U.S. DOL") regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. La Porte agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.
 - (b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, La Porte agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.

- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, La Porte agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, La Porte agrees to comply with any implementing requirements FTA may issue.

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

ARTICLE 3. County's Obligations

- 3.1** The County agrees to operate the Fixed Route Bus Service in La Porte and provide necessary transit vehicles through the use of outside contractors. The Director of the County Community Services Department (Director) will, in consultation with the City Manager of La Porte, determine the travel routes for such service, and will determine the schedule for operations, and the type and number of transit vehicles to be utilized for the service. The Director may, from time to time, revise the schedule of operation of the service based upon ridership levels and service demands in consultation with the City Manager. Any changes in service will be subject to the public input requirements of Title VI, 42 U.S.C. The routes currently in service and proposed for use during the term of this Agreement are depicted on **Exhibit A** of this Agreement. The service hours will be from 7:00 AM until 6:00 PM, Monday through Friday, and Saturday 8:00 AM until 6:00 PM, excluding County holidays. The County shall have no obligation to obtain sites for or to construct or maintain transit stops for the bus service.

- 3.2** Fares will be assessed for use of the transit services. The match is only applied to the net cost. The County will collect and retain the fares as follows, provided that the County may enter into agreements as it may deem necessary and proper to provide for bus services other than by payment of such fees:

Adult (12 years and older)	\$1.00 each way
Children (2 years to 11 years)	\$ 0.50 each way
Seniors (65 and older with identification)	\$ 0.50 each way
Disabled (with identification)	\$ 0.50 each way
Medicare recipients (with identification)	\$ 0.50 each way
Children under 2 years	FREE
Certified ADA Paratransit Passengers	\$2.00 each way

- 3.3** FTA funds can only be accessed on a reimbursement basis. Notwithstanding any provision of this Agreement that might be construed to the contrary, the County shall not be obligated by this Agreement to expend any funds, but it is understood and agreed that the funds provided by La Porte may only be expended if the County, to the extent that the County at its sole option, expends matching funds for the purpose of seeking FTA reimbursement. La Porte's funding hereunder will be used for payment of the matching contributions required by a local recipient. All FTA reimbursement will be the property of the County.

ARTICLE 4. Independent Parties

- 4.1** This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Parties shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. La Porte has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Parties. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, including a relationship in the nature of a third-party beneficiary or fiduciary.

ARTICLE 5. Termination and Default

- 5.1** **Termination by La Porte or the County.** La Porte or the County may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.

5.2 **Notice of Default**

5.2.1 La Porte or the County shall be deemed in default under this Agreement if La Porte or the County in any material respect fails to perform, observe, or comply with any of its covenants, agreements, or obligations, or breaches or violates any of the representations contained in this Agreement.

5.2.2 Before any failure of either La Porte or the County shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand the Party cure the default within ninety (90) calendar days. If the allegedly failing Party has not cured the default, that Party will be in default of this Agreement, unless La Porte and the County agree to extend time for cure, and the Agreement may be terminated by the other Party immediately upon notice of the non-defaulting Party's intention to terminate.

ARTICLE 6. Term

- 6.1** This Agreement shall be for a term beginning upon execution by both Parties and, unless terminated sooner as set forth above, continue in full force and effect for twelve (12) consecutive months. Any unexpended and unearned surplus funds provided by La Porte

remaining upon termination of this Agreement will be refunded to La Porte unless different arrangements are made in an amendment to this Agreement or a new agreement between the Parties is executed with regard to the Fixed Route Bus Service. The County is under no obligation to invest or to account for or pay to La Porte any earnings derived from funds provided hereunder by La Porte.

ARTICLE 7. Miscellaneous

- 7.1 Approvals, Further Documents.** Where this Agreement requires approval, consent, permission, agreement, or authorization by either Party, such approval, consent, permission, agreement, or authorization shall not be unreasonably withheld or delayed. The Parties agree to execute such further documents, agreements, instruments, and notices as may be necessary or appropriate to effectuate the purposes of this Agreement.
- 7.2 Maintenance of Records.** The County shall maintain records to show actual time involved in the provision of the transportation services, the cost incurred for the period of time specified, and the level of ridership. The County shall maintain ridership information in a manner consistent with National Transit Database reporting requirements and provide a quarterly report of the same to La Porte. To the extent applicable to the transportation service, La Porte and the County shall cooperate in good faith to provide records satisfactory to the federal government or any other regulatory body.
- 7.3 Audit and Inspection of Records.** La Porte and the County shall permit authorized representatives of La Porte, the County, and the federal government to inspect and audit all data records of La Porte and the County relating to their performances under this Agreement. La Porte shall keep its books and records available for this purpose for at least five (5) years after this Agreement terminates. In the event any record is needed to support any dispute or legal action, such records shall be maintained for a period of not less than five (5) years following the settlement of any such dispute or legal action.
- 7.4 Notices.** Any notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the time of hand delivery to the addresses set forth below, or five (5) days after deposit in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

TO HARRIS COUNTY:

Harris County, Texas

ATTN: Adrienne M. Holloway, Ph.D.

Executive Director, Harris County Community Services Department

8410 Lantern Point Drive

Houston, Texas 77054

TO LA PORTE:

City of La Porte, Texas

ATTN: Lee Woodward, City Secretary

604 W Fairmont Pkwy

La Porte, Texas 77571

A party may change the address for notices upon at least ten (10) days written notice under this provision.

- 7.5 Waiver.** The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver of a Party of any condition or breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be constructed a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation, or warranty.
- 7.6 Entire Agreement.** This Agreement contains the entire agreement of the Parties with regard to the matters addressed herein. This Agreement may not be amended, modified, superseded, or canceled, nor may any of the terms, covenants, representations, warranties, or conditions be waived except by written instrument executed by the Parties.
- 7.7 Force Majeure.** Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control that directly impacts its ability to perform, and without its fault or negligence, which causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the party seeking the benefit of this provision), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.
- 7.8 Governing Law.** This Agreement shall be constructed and enforced in accordance with the laws of the State of Texas. The exclusive forum and venue for any action arising out of, in connection with, or in any way relating to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- 7.9 Headings.** Headings and captions contained herein are inserted for convenience and reference only, and are not deemed part of or to be used in constructing this Agreement.
- 7.10 Survival.** Each Party shall remain obligated to the other Party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.
- 7.11 Current Funds.** Each Party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying Party.
- 7.12 Compliance with Laws.** The Parties shall comply with all applicable laws in carrying out their obligations under this Agreement.

7.13 Execution, Multiple Counterparts. This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

CITY OF LA PORTE

HARRIS COUNTY

By: _____
Louis R. Rigby
City of La Porte Mayor

By: _____
LINA HIDALGO
COUNTY JUDGE

ATTEST

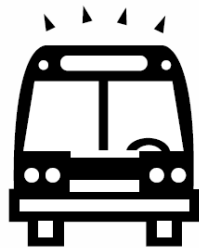
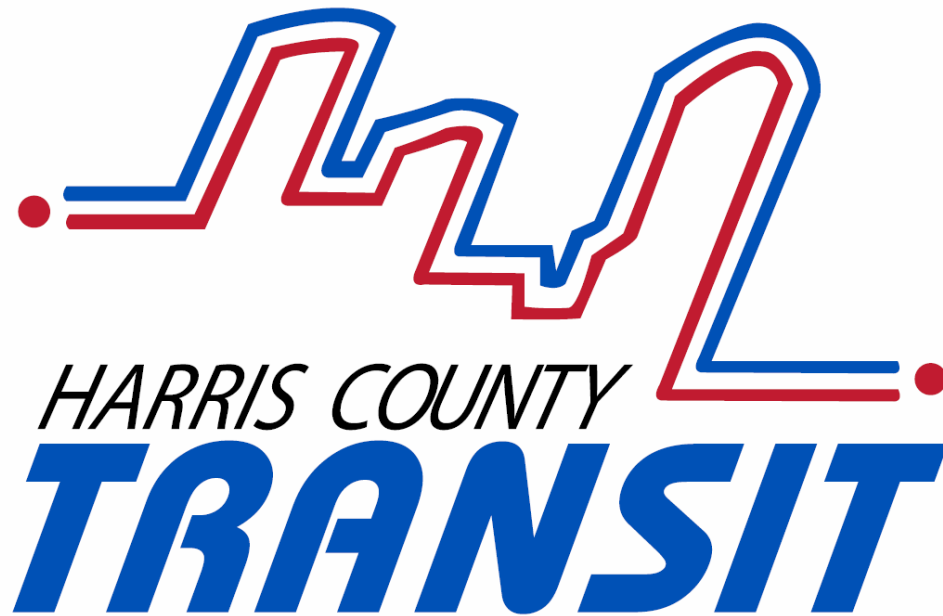
APPROVED AS TO FORM
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: _____
Lee Woodward
City of La Porte City Secretary

By: _____
Cherelle Sims
Assistant County Attorney
CAO File No.: 22GEN1294

Page 9 of 11

Exhibit B
Signage



Information/Información
713-578-2216

Next bus arrival texting

Siguiente mensaje de llegada de autobús



Text To
Texto a

Text Message
Mensaje de texto

www.HarrisCountyTransit.com

ORDER OF COMMISSIONERS COURT
Authorizing Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT BETWEEN
HARRIS COUNTY AND CITY OF LA PORTE FOR A FIXED BUS ROUTE SERVICE**

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

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Interlocal Agreement with the City of La Porte for a fixed bus route service. The Agreement is incorporated herein by reference as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.



HARRIS COUNTY TRANSIT ROUTE PERFORMANCE SUMMARY



FY 2021 RIDERSHIP

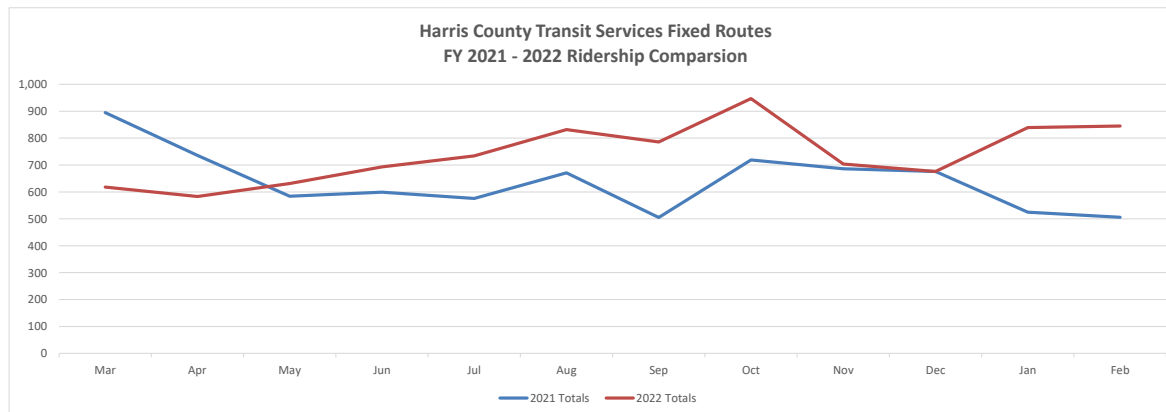
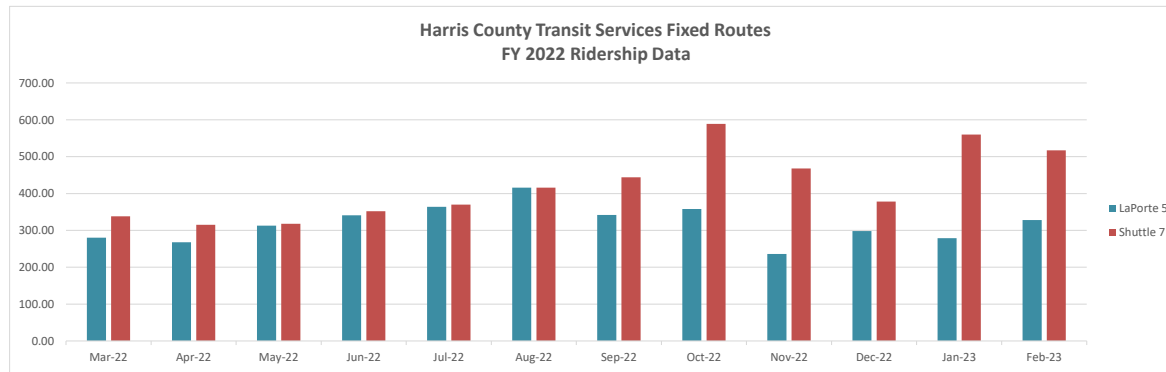
	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Total
LA PORTE 5	409	305	280	260	287	330	250	360	292	327	264	260	3,624
SHUTTLE 7	486	431	304	339	289	341	255	359	394	349	261	246	4,054
Totals	895	736	584	599	576	671	505	719	686	676	525	506	7,678

FY 2022 RIDERSHIP

	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Total
LA PORTE 5	280	268	313	341	364	416	342	358	236	298	279	328	3,823
SHUTTLE 7	338	315	318	352	370	416	444	589	468	378	560	517	5,065
Totals	618	583	631	693	734	832	786	947	704	676	839	845	8,888

Month to Month
Percentage
Change

-31% -21% 8% 16% 27% 24% 56% 32% 3% 0% 60% 67% 16%



February 2017 / Febrero 2017

Baytown / La Porte Shuttle (Gulfgate Connection)

Baytown/La Porte Shuttle Schedule

Garth @ Park (WB)

Woodridge at Gulfgate Center (EB)

6:00 AM	7:00 AM
8:00 AM	9:00 AM
10:00 AM	11:00 AM
12:00 PM	1:00 PM
2:00 PM	3:00 PM
4:00 PM	5:00 PM

Garth @ Park (West Bound Pick Ups)

- Evelyn Kennedy Civic Center @ San Jacinto Street.
- Strawberry Clinic @ Shaw Avenue.

Woodridge @ Gulfgate Center (East Bound Pick Ups)

- Social Security Office
- Garth @ Park Street (Transfer Point)

All times are approximate. Times need to be estimated for Transit Stops located between the above timing points. Service is from Monday — Friday from 6:00am to 6:00pm—subject to change on County holidays. Exact fare must be provided and shown to driver for confirmation of amount upon entering the Transit bus. Change will not be provided by driver.

Todos los horarios son aproximados. Los tiempos deben ser estimados para paradas de tránsito situados entre los puntos de tiempo anteriores. El servicio es de lunes — viernes de 7:00am de 6:03pm.—sujeto a cambios sobre vacaciones del condado. Tarifa exacta se debe proporcionar al conductor y se muestra para la confirmación de la cantidad al entrar en el autobús de tránsito . El cambio no será proporcionado por el conductor.

FEE SCHEDULE / TARIFAS

Adults/Children 12yrs + Adultos/Ninos 12yrs +	\$1.00 Each Way Por Viaje
Children (2—11 yrs.) Ninos (2-11yrs.)	\$0.50 Each Way Por Viaje
Seniors (62 & older with ID) Mayor (62 & mayor con ID)	\$0.50 Each Way Por Viaje
Medicare/Medicaid Card Tarjeta de Medicare/Medicaid	\$0.50 Each Way Por Viaje
Disabled with ID Discapacitado con ID	\$0.50 Each Way Por Viaje
Children under 2 Menores de 2 Anos	FREE GRATIS
Elementary thru High School Students (with current school ID) Estudiantes de Escuela Primaria hasta Secundaria Estuidantes (con ID corriente)	\$0.50 Each Way Por Viaje
Certified Paratransit Eligible Passenger Paratransito Certificado Pasajeros Elegibles	\$2.00 Each Way Por Viaje (Application Required) (Aplicacion Requiere)

PASSENGER CODE OF CONDUCT / CONDUCTA PARA PASAJEROS

- **Always have exact fare amount. The driver cannot make change.**
Tener siempre la cantidad exacta. El conductor no puede hacer el cambio.
- **Do not distract, threaten, or verbally abuse the driver or other passengers.**
No distraigan, amenazar o abusar verbalmente al conductor o a otros pasajeros
- **The use of profanity, vulgar or intimidating language is prohibited.**
Se prohíbe la profanidad, vulgar, o lenguaje intimidado.
- **Eating, drinking, and open containers are strictly prohibited while boarding the bus and at anytime you are on the bus.**
No se permite comer, beber en el autobus o subir al autobus con un recipient abierto.
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Harris County Community Service Department
Departamento de Transito del Condado de Harris

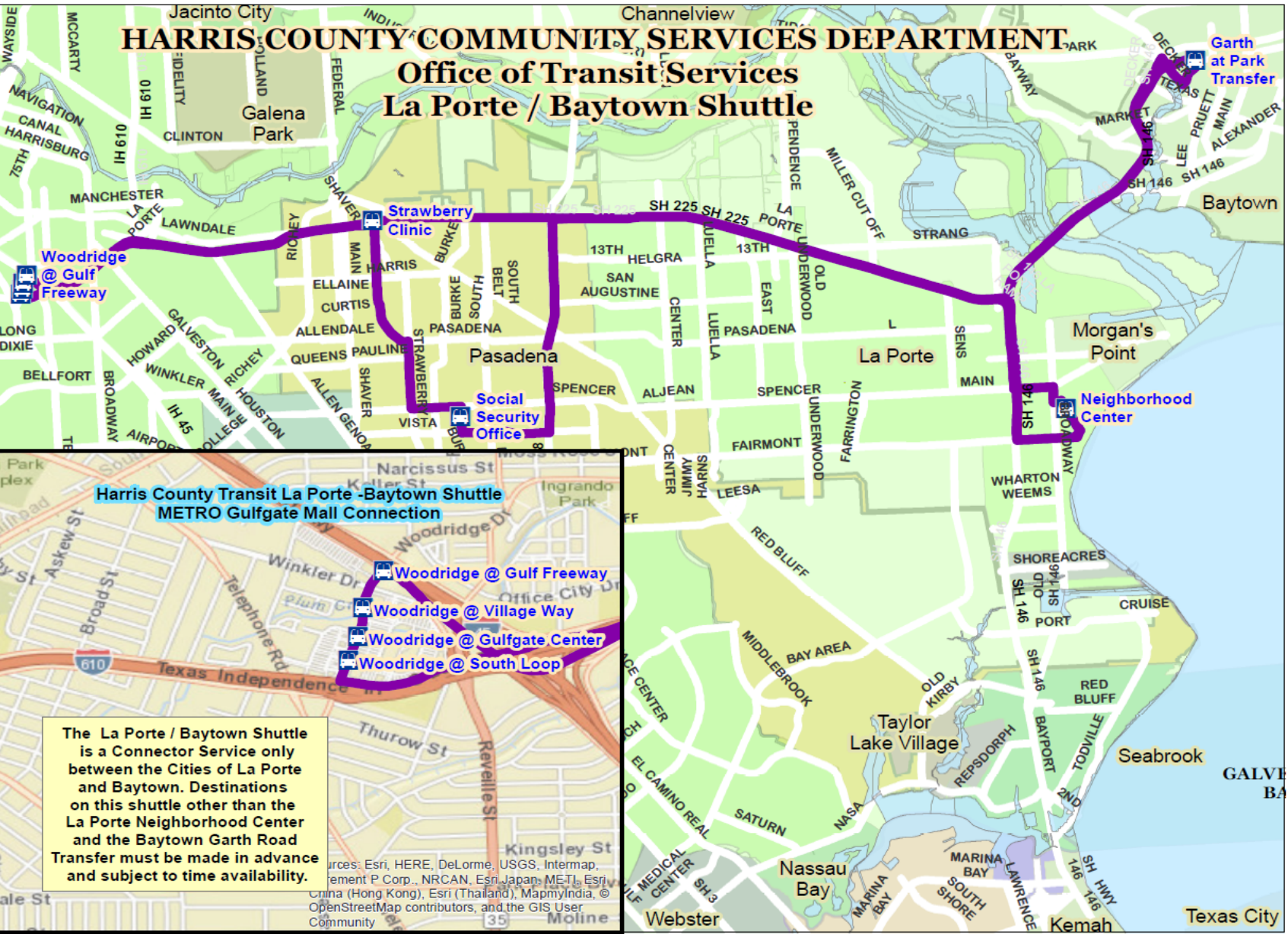
www.harriscountyttransit.com

713-578-2216

Harris County Transit

Baytown/La Porte Shuttle (Gulfgate Connection)

Harris County Community Service Department / Departamento de Transito del Condado de Harris
www.harriscountytransit.com
713-578-2216



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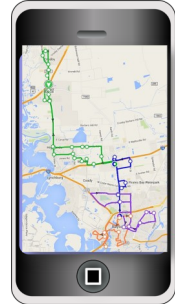
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Keeping Transit Moving! / Mantener Transit en Movimiento!



Track Your Transit Live On Your Phone!
Instructions
> App store OR Play store
> Search: RideSystem
> Install: FREE!
> Type: Harris County OR
Scroll Down and Select Harris County
> Track your bus LIVE!

Localiza su autobus utilizando su teléfono!
Instrucciones
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> Instalar: GRATIS!
> Tipo: Harris County O buscar
y seleccionar Harris County
> Localizar el autobus directo!

Please note that METRO Fare rates will apply for the METRO bus system.
Information for METRO Fares and trip planning can be found @ www.ridemetro.org or by calling METRO @ 713-635-4000

Tenga en cuenta que las tarifas de METRO se aplicaran para el sistema de autobuses METRO.
Información para METRO Tarifas y planificación de viajes pueden ser encontrados en www.ridemetro.org o llamando a METRO @ 713-635-4000

City of La Porte Route 5		San Jacinto @ Civic Center		Old Hwy 146 @ Fairfield		Fairmont @ 6th Street		Broadway @ La Porte Library		Main @ MLK		Spencer Hwy @ Walmart		Spencer @ San Jacinto College		Spencer Hwy @ Canada		Main @ 5th		San Jacinto @ Civic Center (Sat. Start Point)	
Departure Times	7:00 AM	S Ohio Ave @ Park Dr Utah @ Bayshore Drive Fairmont Pkwy @ Texas Old 146 @ Community Center Old 146 @ Lutheran Church Old Hwy 146 @ McCabe Rd Bay Harbor Drive @ Old Hwy 146		7:10 AM		7:17 AM	7:20 AM	7:25 AM		7:31 AM		7:45 AM		7:50 AM	7:53 AM			8:02 AM		8:06 AM	
	8:10 AM			8:20 AM		8:27 AM	8:30 AM	8:35 AM		8:41 AM		8:55 AM		9:00 AM	9:03 AM			9:12 AM		9:16 AM	
	9:20 AM			9:30 AM		9:37 AM	9:40 AM	9:45 AM		9:51 AM		10:05 AM		10:10 AM	10:13 AM			10:22 AM		10:26 AM	
	10:30 AM			10:40 AM		10:47 AM	10:50 AM	10:55 AM		11:01 AM		11:15 AM		11:20 AM	11:23 AM			11:32 AM		11:36 AM	
	11:40 AM			11:50 AM		11:57 AM	12:00 PM	12:05 PM		12:11 PM		12:25 PM		12:30 PM	12:33 AM			12:42 PM		12:46 PM	
	12:50 PM			1:00 PM		1:07 PM	1:10 PM	1:15 PM		1:21 PM		1:35 PM		1:40 PM	1:43 PM			1:52 PM		1:56 PM	
	2:40 PM			2:50 PM		2:57 PM	3:00 PM	3:05 PM		3:11 PM		3:25 PM		3:30 PM	3:33 PM			3:42 PM		3:46 PM	
	3:50 PM			4:00 PM		4:07 PM	4:10 PM	4:15 PM		4:21 PM		4:35 PM		4:40 PM	4:43 PM			4:52 PM		4:56 PM	
	5:00 PM			5:10 PM		5:17 PM	5:20 PM	5:25 PM		5:31 PM		5:45 PM		5:50 PM	5:53 PM			6:02 PM		6:06 PM	

Hours	
Monday - Friday	7:00AM to 6:00PM
Saturday	8:06AM to 6:06PM

All times are approximate. Times need to be estimated for Transit Stops located between the above timing points. Service is from Monday — Saturday. Monday — Friday from 7:00am to 6:00pm and Saturday 8:00am to 6:00pm—subject to change on County holidays. Exact fare must be provided and shown to driver for confirmation of amount upon entering the Transit bus. Change will not be provided by driver.

Todos los horarios son aproximados. Los tiempos deben ser estimados para paradas de tránsito situados entre los puntos de tiempo anteriores. El servicio es de Lunes — Sabado. Lunes — Viernes 7:00am de 6:00pm y Sabados a 8:00am de 6:00pm—sujeto a cambios sobre vacaciones del condado. Tarifa exacta se debe proporcionar al conductor y se muestra para la confirmación de la cantidad al entrar en el autobús de tránsito . El cambio no será proporcionado por el conductor.

FEE SCHEDULE / TARIFAS

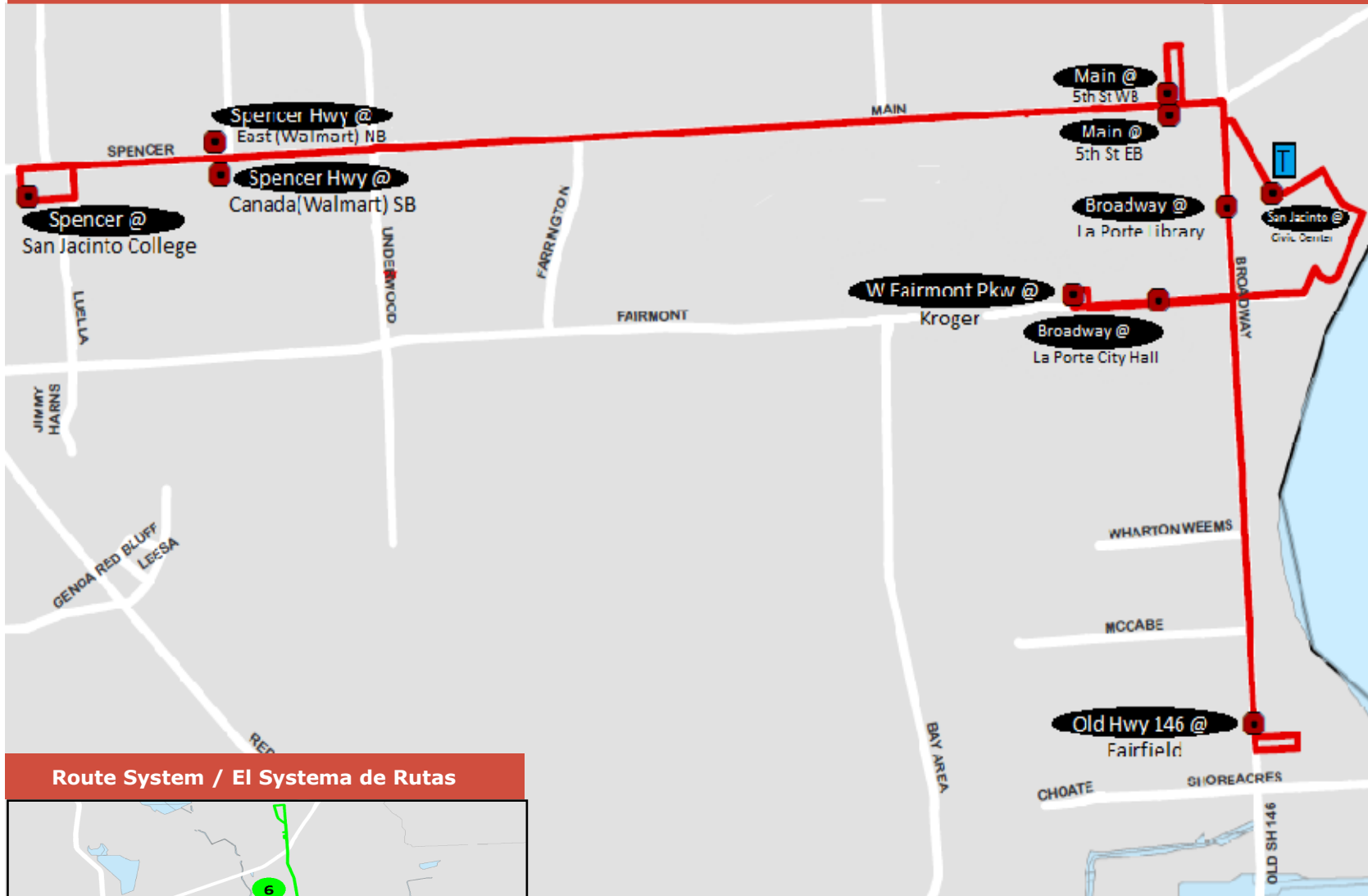
Adults/Children 12yrs + Adultos/Ninos 12yrs +	\$1.00 Each Way Por Viaje
Children (2—11 yrs.) Ninos (2-11yrs.)	\$0.50 Each Way Por Viaje
Seniors (62 & older with ID) Mayor (62 & mayor con ID)	\$0.50 Each Way Por Viaje
Medicare/Medicaid Card Tarjeta de Medicare/Medicaid	\$0.50 Each Way Por Viaje
Disabled with ID Discapacitado con ID	\$0.50 Each Way Por Viaje
Children under 2 Menores de 2 Anos	FREE GRATIS
Elementary thru High School Students (with current school ID) Estudiantes de Escuela Primaria hasta Secundaria Estuidantes (con ID corriente)	\$0.50 Each Way Por Viaje
Certified Paratransit Eligible Passenger Paratransito Certificado Pasajeros Elegibles	\$2.00 Each Way Por Viaje (Application Required) (Aplicacion Requiere)

PASSENGER CODE OF CONDUCT / CONDUCTA PARA PASAJEROS

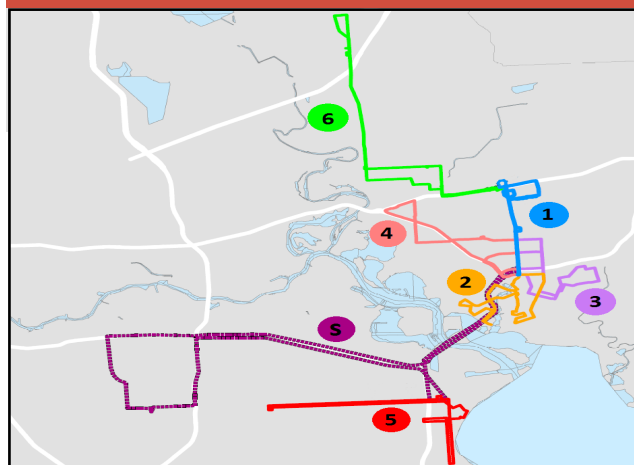
- Always have exact fare amount. The driver cannot make change.**
Tener siempre la cantidad exacta. El conductor no puede hacer el cambio.
- Do not distract, threaten, or verbally abuse the driver or other passengers.**
No distraigan, amenazar o abusar verbalmente al conductor o a otros pasajeros
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5 City of La Porte

Harris County Community Service Department / Departamento de Transito del Condado de Harris
www.harriscountytransit.com
713-578-2216



Route System / El Sistema de Rutas



LA PORTE / BAYTOWN SHUTTLE

For connections to Baytown call 713-578-2216 to schedule a trip with
the Baytown Shuttle!

Para conexiones a Baytown llame Al 713-578-2216 para programar su viaje con
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@HarrisCountyTra

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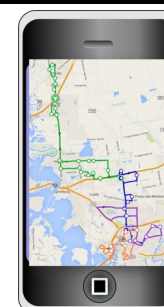
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Instructions

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- Scroll Down and Select Harris County
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Localiza su autobus
utilizando su teléfono!

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- y seleccionar Harris County
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REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 8, 2023

Requested By: Matt Daeumer, Asst. City Mgr

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: New Site Agreement with site map, Expiring Agreement, Email from TECQ, Photo of mobile monitoring truck

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

On October 10, 2011, the City of La Porte entered into an Air Monitoring Site Agreement with the Texas Commission on Environmental Quality for a site at the La Porte Airport, 10937 Spencer Hwy, La Porte, Texas, 77571. This agreement was for a five-year term with an additional five-year extension. The air monitoring equipment consists of an aluminum utility trailer, auxiliary equipment outside the trailer, and includes a 10-meter weather tower. The station requires approximately 1600 square feet of ground space.

TECQ would like to enter into a new Air Monitoring Site Agreement for the same location for a five-year term with an automatic renewal for a second five-year term. The current air monitoring equipment will remain the same as currently deployed, but TCEQ is asking for an increase to 3500 square feet of ground space for the site. There will be an additional 500 square foot pad for a radar profiler, providing upper air measurements. A new 1400 square foot parking pad will be created to be used by TECQ staff attending to monitors. TCEQ is also planning a two-month study in August and September with a mobile monitoring truck. The equipment does not make noise noticeable outside of the site boundaries. In return for the agreement, TECQ shall provide full real-time access to public weather monitoring information for the City of La Porte via their website. They also test internally for ozone, nitrogen dioxide, sulfur dioxide and formaldehyde.

The agreement has been reviewed by Public Works and the Asst. City Attorney. There are no concerns about the new agreement or increased site area. There will be no cost associated with this project to the City of La Porte. The agreement contains termination provisions for any reason, but the City of La Porte will make reasonable efforts to assist TECQ in locating an alternative site on City of La Porte owned property within the city limits.

Staff Recommends approval of the Air Monitoring Site Agreement.

ACTION REQUIRED BY CITY COUNCIL

Authorize the City Manager to enter into an Air Monitoring Site Agreement with the Texas Commission on Environmental Quality (TECQ) to continue to locate and operate a continuous air monitoring station at the La Porte Municipal Airport, located at 10937 Spencer Highway, La Porte, Texas.

Approved for the City Council meeting agenda.

Corby D. Alexander, City Manager

Date



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

Air Monitoring Site Agreement

582-23-44268

The City of La Porte, Texas (hereafter the "Licensor") hereby agrees to permit the Texas Commission on Environmental Quality (hereafter the "Licensee" or the "TCEQ") to locate and operate a continuous air monitoring station on land owned by the Licensor at La Porte Municipal Airport, which is located at 10937 Spencer Highway, La Porte, Texas 77571 (the "Property"). In consideration for such permission, the TCEQ shall provide the Licensor full access, via the TCEQ web page (https://www17.tceq.texas.gov/tamis/index.cfm?fuseaction=report.site_list), to the monitoring information gathered by TCEQ from the air monitoring station situated at the Property. The term of this Agreement is five years from the date this Agreement is executed, and at the end of the term, this Agreement automatically renews for additional five-year periods thereafter, unless written Notice of Termination is provided by one of the parties.

1. EQUIPMENT SITE LOCATION AT THE PROPERTY ("THE SITE")

The equipment is located in the La Porte Municipal Airport, north of the intersection of Runways 12/30 and 5/23, approximately 500-feet south of the north property line, as illustrated in Exhibit A within the area outlined in yellow, with an (approximate) address of 2434 Buchanan Street, La Porte, Texas, 77571.

2. AIR MONITORING EQUIPMENT

The site contains a continuous air monitoring system housed in an aluminum shelter, such as a utility trailer with metal roof plus auxiliary equipment outside the trailer, including a 10-meter weather tower. The station requires approximately 3,500 square feet of ground space covered with a site pad (e.g., six inches of limestone or an asphalt or concrete-topped surface). The trailer is environmentally controlled and contains instrumentation as deemed appropriate by the TCEQ as well as peripherals required for the proper operation of the instruments.

3. PROVISION FOR UTILITIES

The TCEQ arranges and pays for phone and electrical installation and service.

4. OCCUPATION OF THE STATION

The station is normally unmanned, except for routine maintenance visits by TCEQ staff, agents or contractors (except for visits described under Section 5, "Right of Access") occurring approximately twice a week.

5. RIGHT OF ACCESS

The TCEQ, its employees, agents, and equipment service contractors have the right of ingress and egress to the property, during regular working hours and when issues related to the site arise, including equipment and utility malfunctions and emergencies, at the direction of the Licensor's or its staff maintaining or in possession

of the property, subject to the Licensor's property management policies and practices, and not inconsistent with the Licensor's primary use of the Property and other operations incident thereto.

6. LIABILITY AND INDEMNITY

The TCEQ acknowledges that it is not an agent, servant, or employee of the Licensor, and that it is responsible for its own acts and deeds and for those of its agents, servants or employees to the extent provided by the Texas Tort Claims Act, Civ. Rem & Prac. Code ' Title 5 Chapter 101 (Vernon's 2000), provided the legislature appropriates funds to satisfy any such claims. Any provision in this Agreement creating a debt against the State is void ab initio. Further, in no way do the foregoing declarations waive the State's sovereign immunity.

7. RESTORATION OF PROPERTY

The TCEQ shall make reasonable repairs and/or replace any property of the Licensor damaged by the TCEQ's operations conducted at the Site, to the extent funds are made available by the Texas Legislature for such purpose. Upon removal of the TCEQ equipment, and at the request of the Licensor, the TCEQ shall restore the Site to the condition it was in prior to the installation of the monitoring equipment, to the extent funds are made available by the Texas Legislature for such purpose. If the Licensor requests that TCEQ leave any items in place, such as the site pad, the Licensor will be solely responsible for the items left in place, in the condition that they are left in place.

8. EQUIPMENT TO REMAIN THE PROPERTY OF THE TCEQ

All equipment installed at the Site to support TCEQ's air monitoring operations (whether or not said equipment constitutes a fixture under Texas Property Code) shall remain the property of the TCEQ.

9. NOTICE OF TERMINATION

If the Licensor wishes to terminate this Agreement and reclaim possession and use of the Site, the Licensor shall give the TCEQ 45 days written Notice of Termination. Under such circumstances, Licensor shall make a reasonable effort to assist TCEQ in locating an alternative Site on City of La Porte owned property located within its city limits. The TCEQ may also terminate this Agreement upon 30 days written notice to the Licensor.

10. REMOVAL OF EQUIPMENT

Within 60 days of receiving Notice of Termination of this Agreement, the TCEQ shall remove any equipment placed at the Site pursuant to this Agreement.

11. SOVEREIGN IMMUNITY

The Licensor agrees that by entering this Agreement, TCEQ does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages. The parties agree that all claims, suits, or obligations arising under or related to this Agreement are subject and limited to the availability of funds appropriated by the Texas legislature for that respective claim, suit, or obligation.

12. SEVERABILITY

The fact that a particular provision is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions and the Agreement will continue to be binding on both parties. Any provision that is held to be void or

unenforceable will be replaced with language that is as close as possible to the intent of the original provision.

13. OTHER CONSIDERATIONS

The TCEQ warrants that:

- a) The equipment installed at the Site does not make noise that is audible outside of the boundary lines of the Property.
- b) The Site will be located no closer than 500-feet from any adjacent properties.
- c) The Site will comply with all local zoning regulations and Federal Aviation Administration (FAA) regulations. All coordination required with the FAA will be performed by the TCEQ with the appropriate approvals documented and provided to the Airport Manager.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended except by written instrument duly signed by both of the parties.

IN WITNESS WHEREOF, TCEQ and Licensor have signed this Agreement.

**Texas Commission on Environmental
Quality**

Licensor

By:

By:

Signature

Signature

Stephanie Ma

Printed Name

Printed Name

Manager, Ambient Monitoring Section

Title

Title

Date Signed

Date Signed

Exhibit A: La Porte - La Porte Airport Site Map



Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

Air Monitoring Site Agreement

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1. Term

The term of this Agreement is five years from the date this Agreement is executed, and is renewable for a five-year term thereafter, upon agreement by the TCEQ and the Licensor.

2. Equipment Site Location at the Property ("the Site")

The equipment is proposed to be located in an area north of the intersection of Runways 12/30 and 5/23 at a minimum distance of 500-feet south of the north property line of the Property (hereafter the "Site") as indicated on the attached hereto Exhibit "A".

3. Air Monitoring Equipment

The proposed method of monitoring is with a continuous air monitoring system housed in an aluminum utility trailer with metal roof, plus auxiliary equipment outside the trailer, including a 10-meter weather tower. The station requires approximately 1600 square feet of ground space covered with a site pad (e.g., six inches of limestone). The trailer is environmentally controlled and contains instrumentation as deemed appropriate by the TCEQ as well as peripherals required for the proper operation of the instruments.

4. Provision for Utilities

The TCEQ shall be solely responsible for arranging and paying for phone and electrical installation and service.

5. Occupation of the Station

The station is normally unmanned, except for routine maintenance visits by TCEQ staff, agents or contractors (except for visits described under Section 5, "Right of Access") occurring approximately twice a week.

6. Right of Access

The TCEQ, its employees, agents, and equipment service contractors have the right of ingress and egress to the Site, during regular working hours and when issues related to the Site arise, including equipment and utility malfunctions and emergencies, at the direction of the Licensor's or its staff maintaining or in possession of the property, subject to the Licensor's property management policies and practices, and not inconsistent with the Licensor's primary use of the Property and other operations incident thereto.

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The TCEQ acknowledges that it is not an agent, servant, or employee of the Licensor, and that it is responsible for its own acts and deeds and for those of its agents, servants or employees to the extent provided by the Texas Tort Claims Act, Civ. Rem & Prac. Code, ' Title 5 Chapter 101 (Vernon's 2000), provided the Legislature appropriates funds to satisfy any such claims. Any provision in this Agreement creating a debt against the State is void ab initio. Further, in no way do the foregoing declarations waive the State's sovereign immunity.

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All equipment installed at the Site to support TCEQ's air monitoring operations (whether or not said equipment constitutes a fixture under Texas Property Code) shall remain the property of the TCEQ.

10. Notice of Termination

If the Licensor wishes to terminate this Agreement and reclaim possession and use of the Site, the Licensor has the right to terminate this Agreement without cause and in such event shall give the TCEQ forty-five (45) days written notice of Termination. Under such circumstances, Licensor shall make a reasonable effort to assist TCEQ in locating an alternative Site in the general vicinity. However, Licensor is relieved of the obligation to assist in relocating Licensee's equipment to available alternative sites if said equipment would create a sound or visual nuisance to adjacent property owners at the new site. The TCEQ may also terminate this Agreement upon 30 days written notice to the Licensor.

11. Removal of Equipment

Within 60 days of receiving Notice of Termination of this Agreement, the TCEQ shall remove any equipment placed at the Site pursuant to this Agreement.

12. Sovereign Immunity

The Licensor agrees that by entering this Agreement, TCEQ does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages. The parties agree that all claims, suits, or obligations arising under or related to this Agreement are subject and limited to the availability of funds appropriated by the Texas legislature for that respective claim, suit, or obligation.

13. Severability

The fact that a particular provision is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions and the Agreement will continue to be binding on both parties. Any provision that is held to be void or unenforceable will be replaced with language that is as close as possible to the intent of the original provision.

14. Other Considerations

TCEQ warrants that:

- a) The equipment installed at the Site does not make noise that is audible outside of the boundary lines of the Property.
- b) the proposed Site will be located no closer than 500-feet from any adjacent properties.
- c) the Site will comply with all local zoning regulations and FAA regulations. All coordination required with the FAA will be performed by the TCEQ with the appropriate approvals documented and provided to the Airport Manager.


15. Entire Agreement

This Agreement constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended except by written instrument duly signed by both of the parties.

IN WITNESS WHEREOF, TCEQ and Licensor have signed this Agreement.

Texas Commission on Environmental Quality

By:



Signature

Richard C. Chism

Printed Name

Interim Director, Field Operations Support Division

Title

10/10/11

Date Signed

City of La Porte

By:



Signature

Ron Bottoms

Printed Name

City Manager

Title

Sept. 26, 2011

Date Signed

From: [Holly Landuyt](#)
To: [Daeumer, Matt](#); [Matthew Xiao Ming Ooi](#)
Cc: [Stephanie Ma](#); [Mayo, Ray](#); [Wingate, Lorenzo](#); [Sayona Shavegani](#)
Subject: RE: La Porte Municipal Airport - CAMS 243 - La Porte Airport Air Monitoring Site
Date: Tuesday, April 18, 2023 11:52:54 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

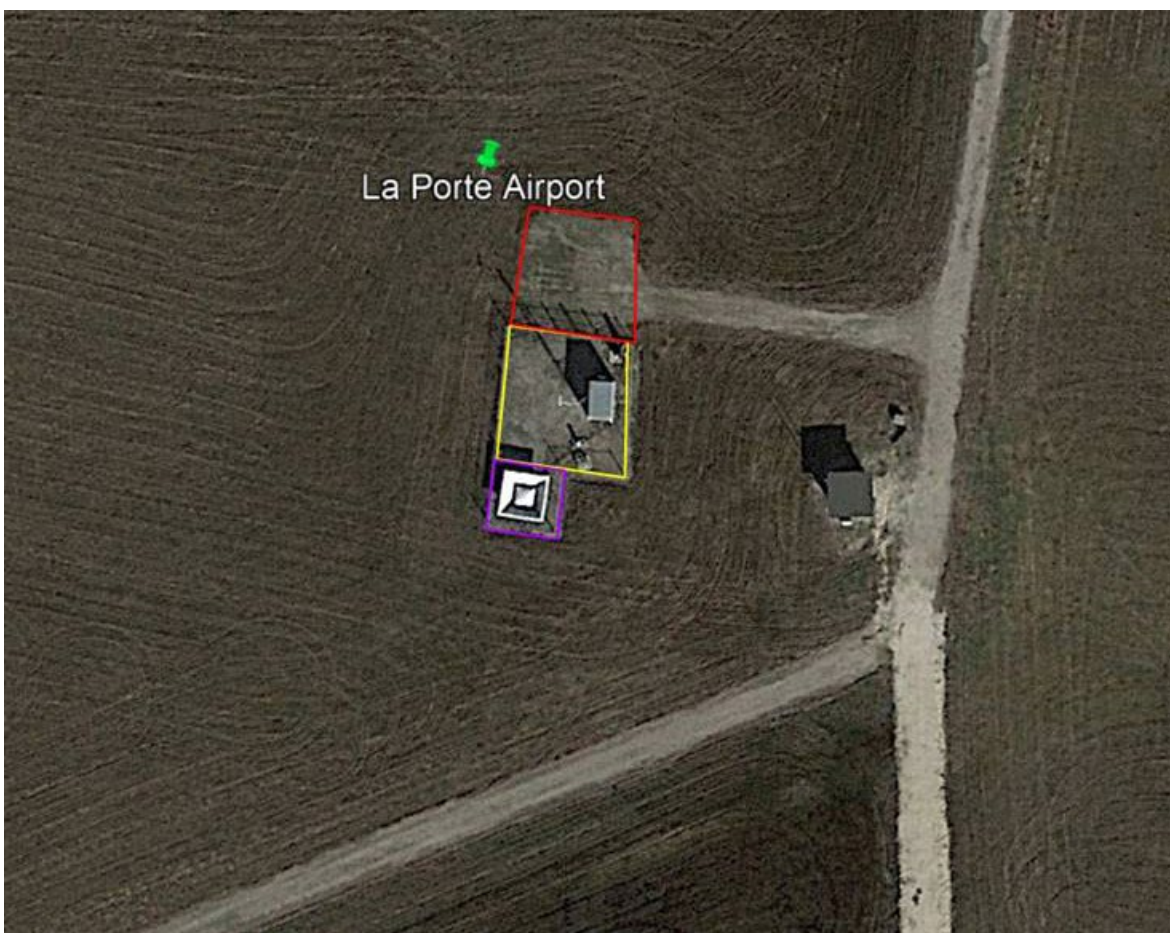
Hello Mr. Daeumer,

The TCEQ appreciates the use of the airport property as the data from this site is extremely valuable to meet federal deliverables and supports numerous air quality research programs. The TCEQ webpage shows the publicly available monitoring for instruments that support federal requirements and deliverables. Also, inside the fence line is second trailer that provides (internal only) research measurements for gas columns similar to satellite measurements for ozone, nitrogen dioxide, sulfur dioxide, and formaldehyde.

The site usage agreement property outline was expanded. I included an image below with three outlines.

The main area is 40 by 40 feet for a total of 1600 square feet, yellow outline. The small fenced 500 square foot offset for a radar profiler, providing upper air measurements, is outlined in purple (and not included in the original agreement). The parking pad with no fence, red outline, is approximately 1400 square feet. The parking pad is used by TCEQ staff to attend to the monitors in the fenced area. The parking pad is also used on occasion for TCEQ research studies (internal only). The TCEQ is planning a two month study this August and September. The study includes adding a mobile monitoring (truck) trailer for that period. The truck will be placed in the red outline area and is 40 feet long and will have a tower at 33 feet (when raised) similar to the met tower in the fenced area. I attached an image of the mobile monitoring truck that is planned for a two month stationary study at this site. The mobile monitoring truck measures trace gases, volatile organic compounds, and aerosols in addition to meteorological parameters.

The updated site agreement includes all three areas for a total of 3500 square feet. Please let me know if there are any questions or if additional information is needed. We are happy to meet virtually to discuss further if necessary.



Best Regards,

Holly Landuyt

Senior Network Specialist, Work Lead
Ambient Monitoring Section
Texas Commission on Environmental Quality
Holly.landuyt@tceq.texas.gov
(512) 239-1762



From: Daeumer, Matt <DaeumerM@laportetx.gov>

Sent: Wednesday, April 12, 2023 4:59 PM

To: Matthew Xiao Ming Ooi <Matthew.Ooi@tceq.texas.gov>

Cc: Holly Landuyt <Holly.Landuyt@tceq.texas.gov>; Stephanie Ma <stephanie.ma@tceq.texas.gov>;

Mayo, Ray <Mayo@laportetx.gov>; Wingate, Lorenzo <WingateL@laportetx.gov>

Subject: RE: La Porte Municipal Airport - CAMS 243 - La Porte Airport Air Monitoring Site

Mr. Ooi,

I just have a couple of more questions. You asking to increase the size of the site from 1600 sq ft to 3500 sq ft. Will you be bringing in additional equipment with the added space? I went to the link for the data on the website and only saw wind, temperature, and precipitation. Do you monitor for anything else? Air quality? Chemicals?

Thanks,

Matt



Matt Daeumer, MS, CPM |

Assistant City Manager

604 W. Fairmont | La Porte, TX 77571

O. 281-470-5012 | C. 281-898-0273

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From: Matthew Xiao Ming Ooi <Matthew.Ooi@tceq.texas.gov>

Sent: Wednesday, March 29, 2023 3:56 PM

To: Daeumer, Matt <DaeumerM@laportetx.gov>

Cc: Holly Landuyt <Holly.Landuyt@tceq.texas.gov>; Stephanie Ma <stephanie.ma@tceq.texas.gov>;

Mayo, Ray <Mayo@laportetx.gov>; Wingate, Lorenzo <WingateL@laportetx.gov>

Subject: RE: La Porte Municipal Airport - CAMS 243 - La Porte Airport Air Monitoring Site

Good afternoon Mr. Daeumer,

Apologies for not catching this sooner, but there was a small typo in the document I sent earlier. I have corrected the mistake and am resending the Site Agreement attached here.

Best,

Matthew Ooi

Network Coordinator, Ambient Monitoring Section

Monitoring Division

matthew.ooi@tceq.texas.gov

Office: (512) 239-1709

From: Matthew Xiao Ming Ooi

Sent: Wednesday, March 29, 2023 3:33 PM

To: Daeumer, Matt <DaeumerM@laportetx.gov>

Cc: Holly Landuyt <Holly.Landuyt@tceq.texas.gov>; Stephanie Ma <Stephanie.Ma@tceq.texas.gov>; Mayo, Ray <Mayo@laportetx.gov>; Wingate, Lorenzo <WingateL@laportetx.gov>

Subject: RE: La Porte Municipal Airport - CAMS 243 - La Porte Airport Air Monitoring Site

Good afternoon Mr. Daeumer,

Apologies for the wait but we have no objection to the addition of the language that was in the original agreement.

Please see attached for the updated site agreement, with language additions, ready for your review and signature. Please let me know if you have any other comments or questions. We really appreciate your help with this, thanks!

Best,

Matthew Ooi

Network Coordinator, Ambient Monitoring Section

Monitoring Division

matthew.ooi@tceq.texas.gov

Office: (512) 239-1709

From: Daeumer, Matt <DaeumerM@laportetx.gov>

Sent: Monday, March 27, 2023 9:53 AM

To: Matthew Xiao Ming Ooi <Matthew.Ooi@tceq.texas.gov>

Cc: Holly Landuyt <Holly.Landuyt@tceq.texas.gov>; Stephanie Ma <stephanie.ma@tceq.texas.gov>; Mayo, Ray <Mayo@laportetx.gov>; Wingate, Lorenzo <WingateL@laportetx.gov>

Subject: RE: La Porte Municipal Airport - CAMS 243 - La Porte Airport Air Monitoring Site

Good morning Mr. Ooi,

We have reviewed the proposed agreement and have no objection to the increased footprint, but we would like to see some language added back into the proposed agreement.

1. In paragraph 9 of the proposed agreement, change wording from "in the general vicinity" to

“on City of La Porte owned property located within its city limits”.

2. Paragraph 14 of the existing agreement should be reinserted into the proposed agreement.

Thank you,

Matt



Matt Daeumer, MS, CPM |

Assistant City Manager

604 W. Fairmont | La Porte, TX 77571

O. 281-470-5012 | C. 281-898-0273

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From: Matthew Xiao Ming Ooi <Matthew.Ooi@tceq.texas.gov>

Sent: Tuesday, March 7, 2023 10:29 AM

To: Daeumer, Matt <DaeumerM@laportetx.gov>

Cc: Holly Landuyt <Holly.Landuyt@tceq.texas.gov>; Stephanie Ma <stephanie.ma@tceq.texas.gov>

Subject: La Porte Municipal Airport - CAMS 243 - La Porte Airport Air Monitoring Site

Good morning Mr. Daeumer,

I hope this email finds you well, I am reaching out to you from the Texas Commission on Environmental Quality in regards to renewing a site agreement for an air monitoring station that we have located at 10937 Spencer Highway, La Porte, Texas 77571; La Porte Municipal Airport. Our records show that we activated this site in 2005 and we would like to renew the site agreement contract to continue air monitoring efforts in the area.

Please find attached the site agreement ready for your review and signature (#5822344268) as well as the previously executed site agreement (482011043) for reference. Please let us know if you have any questions and we look forward to hearing from you.

Best,

Matthew Ooi

Network Coordinator, Ambient Monitoring Section

Monitoring Division

Texas Commission on Environmental Quality

matthew.ooi@tceq.texas.gov

Office: (512) 239-1709







REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 8, 2023

Requested By: Ray Mayo, Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Access Report Bid 23024, Bid Tab 23024
Bid from Global Wet LLC, ARPA Information

Appropriation

Source of Funds:	032- Grant Funds 003- Utility CIP
Account Number:	032-7087-532-1100 003-7085-533-1100
Amount Budgeted:	\$105,000.00 \$183,533.00
Amount Requested:	\$105,000.00 \$36,000
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

The City of La Porte Bid #23024, Replacement of Centrifugal Blower at the Wastewater Treatment Plant Rebid was posted on the city website and Public Purchase and was advertised in the Bay Area Observer on March 16, 2023 and March 23, 2023. Ninety vendors were notified, and eight (8) vendors downloaded the bid documents. The bid was opened on April 4, 2023, with two (2) bids being received. The lowest bid was submitted by Global Wet, LLC in the amount of \$141,000.00. This project was bid previously as Bid #23019, with no respondents on the opening date of March 7, 2023.

The project scope includes turnkey delivery, installation, and testing. All on-site work is to be performed by Global Wet, LLC personnel. The blower, manufactured by Hibon meets the bid specifications and matches existing equipment. This equipment replacement is identified to be funded using American Rescue Plan Act (ARPA) funds. The bid price of \$141,000.00 exceeds the budgeted amount by \$36,000.00. The grant funds will be supplemented with remaining funds from a previous wastewater plant project. The Utility Equipment Replacement Project PW0046 has \$183,533.00 remaining unspent from the previous year's carryover.

Staff recommends approval of the bid from Global Wet, LLC for \$141,000.00. The City has used this supplier in the past with favorable results. This vendor is registered with SAM.gov to meet requirements for ARPA expenditures. Due to the nature of this work, contingency funds are not anticipated.

Benefits:

- New equipment will offer increased reliability.
- New model will provide increased energy efficiency.

Liabilities:

- 34 percent cost increase in equipment was not anticipated.

ACTION REQUIRED BY CITY COUNCIL

Award Bid #23024, Replacement of Centrifugal Blower at the Wastewater Treatment Plant Rebid, to Global Wet, LLC in the amount of \$141,000.00.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

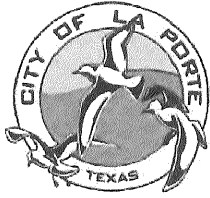
Access Report
Agency
Bid Number
Bid Title

City of La Porte (TX)
23024
Replacement of Centrifugal Blower at the Waste Water Treatment Plant

Vendor Name	Accessed First Time	Documents	Most Recent Response Date
HVJ Associates, Inc.	2023-03-21 11:09 AM CDT	Bid #23024 Replacement of Centrifugal Blower at the Waster Water Treatment Plant.pdf	
NovaTech	2023-03-16 01:05 PM CDT	Bid #23024 Replacement of Centrifugal Blower at the Waster Water Treatment Plant.pdf	
Global WET	2023-03-27 08:50 AM CDT	Bid #23024 Replacement of Centrifugal Blower at the Waster Water Treatment Plant.pdf	
Dodge Data & Analytics	2023-03-16 07:05 PM CDT	Bid #23024 Replacement of Centrifugal Blower at the Waster Water Treatment Plant.pdf	
Climate Survival Solutions	2023-03-16 11:20 PM CDT	Bid #23024 Replacement of Centrifugal Blower at the Waster Water Treatment Plant.pdf	
ALL-PUMP & EQUIP. CO.	2023-03-16 10:35 AM CDT	Bid #23024 Replacement of Centrifugal Blower at the Waster Water Treatment Plant.pdf	
Perkens WS Corporation	2023-03-20 12:24 AM CDT	Bid #23024 Replacement of Centrifugal Blower at the Waster Water Treatment Plant.pdf	
Global Treat Inc	2023-03-28 02:51 PM CDT	Bid #23024 Replacement of Centrifugal Blower at the Waster Water Treatment Plant.pdf	

Bid Tabulation- Bid #23024 Replacement of Centrifugal Blower at Waste Water Treatment Plant Rebid

Opened: April 4, 2023		Global WET	All Pump and Equipment
Item	Description	Lump Sum	Lump Sum
1	Installation of Centrifugal Blower per Specifications	\$141,000.00	\$145,000.00



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

BID #23024

REPLACEMENT OF CENTRIFUGAL BLOWER AT THE WASTE WATER TREATMENT PLANT

**CITY OF LA PORTE
NOTICE TO BIDDERS**

Sealed bids for the REPLACEMENT OF CENTRIFUGAL BLOWER AT THE WASTE WATER TREATMENT PLANT, REBID will be received until 2:00 p.m. Central Standard Time on **Tuesday, April 4, 2023**, at the City Hall Information Desk, City of La Porte 604 W. Fairmont Parkway, La Porte, Texas 77571.

All sealed bids shall be submitted including one (1) marked original and one (1) electronic copy on a USB with the original forms clearly marked with bid number and description.

The bids will be opened and publicly read in the Council Chambers immediately after the closing hour for the bids on said date.

No late bids will be considered

Bid documents may be downloaded from www.publicpurchase.com, or may be obtained without deposit from; City of La Porte Purchasing Office, 604 West Fairmont Pkwy, La Porte, TX 77571, (281) 470-5126, purchasing@laportetx.gov.

Cashier's Check, Certified Check, or acceptable Bid Bond, payable to City of La Porte in an amount not less than 5% of the maximum Bid price submitted, must accompany each Bid as guarantee that, if awarded the Contract, the Bidder will within fifteen (15) calendar days of award of Contract enter into a Contract and execute Bonds on the forms provided in the Contract Documents.

Bidder must be registered in the System for Award Management (SAM.gov), and is not debarred or suspended from the Excluded Parties List System (EPLS). Bids will not be considered if vendor is not registered.

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

BID WITHDRAWAL: No Bid shall be withdrawn for a period of 60 days after the opening of the Bids without the consent of OWNER.

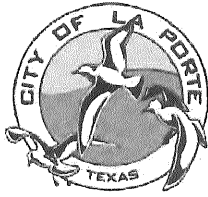


INFORMATION AND COMPLIANCE:

Posting of Invitation to Bid Opening:

1. The City of La Porte ("the City") provides solicitation packages containing various documents that require completion by the offeror. This information must be completed prior to the date and time set for the bid opening and shall be included with the returned solicitation documents in order to be considered a responsive Offer.
2. 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.
3. If required by the solicitation documents, bid security shall be submitted with the offer. Any response submitted without the required bond, payment bond, or cashiers/certified check, shall be considered non-responsive and shall not be considered for award. Performance and/or payment bonds, when required shall be submitted to the City, prior to commencement of any work pursuant to the contracting requirements and process.
4. Solicitation packages are typically provided at no cost. If a fee is to be charged it will be so stated in the Invitation to Bidders.
5. The City will not be liable for any costs associated with the preparation, transmittal or presentation of any solicitation submission or materials submitted in response to any solicitation.
6. The primary way to obtain solicitation documents is by downloading them from the City's third party provider, PublicPurchase.com.

6.1 Bidders are solely responsible for obtaining all Bid Documents, including forms, clarifications, drawings, and Addenda. Bidders are solely responsible for checking Public Purchase while the bid is active for clarifications, supplemental instructions,



forms and/or addenda regardless of how the bid documents are obtained. The City will ONLY publish this information on Public Purchase and will not be responsible for a bidder's failure to obtain or include additional information provided on Public Purchase.

6.2 If a prospective bidder is unable to download the solicitation 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.

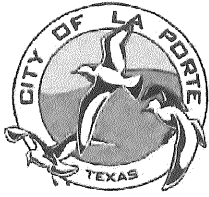
6.3 Plans and drawings may only be available on CD or USB. In this case, the device may be picked up from the issuing office or by contacting the Purchasing Division with an account number for a pre-paid courier pick up.

7. All bid forms must be completed in ink, or typewritten. Bidders may not change any of the documents provided within the bid. Any change made may result in rejection of the bid, and will not be binding upon the City.

If a bidder either electronically scans, re-types or in some other way reproduces the City's published solicitation 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 offer, 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.

BIDDERS ARE SOLELY RESPONSIBLE FOR OBTAINING ALL BID DOCUMENTS, INCLUDING CLARIFICATIONS AND ADDENDA

8. References made to a specific manufacturer or trade name in this solicitation is intended to be descriptive and not restrictive and to establish a desired quality level of merchandise or to meet a pre-established standard because of existing like items that have been previously deemed satisfactory by the City.



Alternate product(s) bid from those specified in this solicitation must include a detailed explanation and documentation to support how the alternate items proposed by the bidder can perform as well as or better than those specified. If no alternate is proposed, and accepted by the City, the Bidder will be required to provide the specific item(s) described in the specifications. No substitution of items will be allowed except as otherwise noted within the specifications.

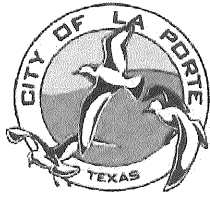
Acceptable documentation to support proposed alternate items may include, but is not limited to:

- Product identification, including manufacturer's name and address
- Manufacturer's literature identifying the product including a detailed description, reference standards, performance and test data
- Samples, as applicable
- Contact information of similar applications where proposed product(s) has been used, date of product usage.
- Itemized comparison of proposed alternate item with product or service specified, listing significant variations.

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

- Proposed alternate item(s) 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 offer.

9. Where offers for equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors are made, Bidder must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and must be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Furthermore, Bidder must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. Certification of licensing demonstrating bidder is



an authorized dealer/distributor is to be provided by bidder when this requirement is applicable.

10. The City of La Porte encourages the use of products made of recycled materials to the extent that doing so does not reduce or impair the quality of the item(s) and it is economically feasible. The City will be the sole judge in determining product selection and suitability.

11. City shall not provide any interpretation of the meaning of plans, specification, or other pre bid documents to any prospective bidder orally. Such communication must be in writing.

12. Questions or requests for additional information are to be submitted at PublicPurchase.com or to the Purchasing Division at purchasing@laportetx.gov . NO requests or questions are to be asked directly of program staff outside of pre-bid conferences. If a Staff or Council member is contacted by a potential bidder, the person contacted must politely decline to discuss the procurement and forward the inquiry to the Purchasing Division. Likewise, a bidder that contacts someone other than authorized Purchasing Staff in regard to a solicitation may be disqualified.

While the Purchasing Division staff may not be able to answer all of the technical questions asked by potential bidders, they will ensure that the information is provided to all potential bidders in such a way as to promote fair and equal competition.

13. All bidders must familiarize themselves with the locations for contract performance as required by the solicitation documents so as to take into account any and all relevant conditions when preparing the offer. Successful bidder will not be paid additional compensation due to failure to account for conditions that may be observed by a site visit. Worksites shall be made accessible to the public during normal business hours. However, appointments for site visits are preferred.

14. All bidders shall carefully examine all solicitation documents before completing and submitting a bid in addition to inspecting the work site and being familiar with any condition at the site that may affect the Work.



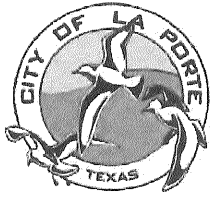
15. A successful bidder that is awarded a contract is solely responsible for any and all cost arising from (i) failure to comply with the requirements of the bid documents including without limitation, the requirement to inspect the bid documents and the work site, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the bid documents.

16. Bidders must indicate any variance, no matter how slight, in the specification comments, on the proposal page, or pages attached thereto with the exact nature of the variance outlined in sufficient detail. If the variance information is not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications.

The city does not necessarily accept any variance or exception contained in a bid by receiving the bid. Any variance or exception proposed is subject to review and approval by the City. Any material variance that, in the sole opinion of the City, makes the bid conditional in nature may result in the entire bid being rejected in whole or in part.

17. Pricing is to include any freight, handling, or other fees associated with the goods or services. No additional costs will be allowed if not specified in this proposal. Only sales taxes are to be excluded.

18. Quantities shown in the solicitation documents represent estimated usage for the contract term 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.



INFORMATION AND COMPLIANCE

Receiving Bids

1. A bid shall be submitted to the City at:
Information Desk
Attention: Purchasing Division
604 W. Fairmont Parkway
La Porte, Texas 77571
2. No oral, telegraphic, telephonic, or facsimile submittals will be considered or accepted.
3. One copy marked as "ORIGINAL" and one electronic copy shall be submitted.
4. The time clock/stamp used by the City Purchasing Division shall be the official time of receipt for responses submitted in hard copy paper form. All late submittals (received after the deadline posted) shall be considered void and unacceptable. Absolutely NO late submittals will be considered.
5. In case of inclement weather or any other unforeseen event causing the City to close for business on the date of a solicitation submission deadline, the solicitation closing will automatically be postponed until the next business day that the City is open.

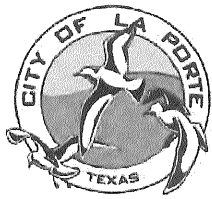
If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

6. 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 prior to the date and time established for the Bid opening, including Bids mistakenly delivered to other 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 any messenger or courier service.

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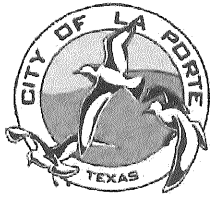
INFORMATION AND COMPLIANCE

Bid Opening to Contract Execution

1. Bids will be opened and publicly read immediately following the deadline for submission 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 Staff in determining responsiveness and responsibility. Bid tabulations are public information and are posted on PublicPurchase.com and the City's website typically within 3 business days of opening.
2. 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 bid for a period of sixty (60) days after the advertised closing time for 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 a bidder extend the effective period of their bid. Such a request will be made in writing, and will require the bidder's written consent to the extension.

3. 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. Bidder agrees that by submitting this executed bid that at the time of submitting such documents, 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. This complete ordinance may be found on the City's website.
4. The City will not accept conditional bids or unbalanced bids that , in the sole discretion and authority of the City, is determined to be materially unbalanced
5. The Purchasing Division reserves the right to make corrections to bids for 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 item reveals a calculation error, the "Unit Price" shall prevail.



6. The Purchasing Division shall make the determination of responsibility of each bidder. 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.
7. The City reserves the right to reject any or all solicitation submissions without cause prior to award, to waive formalities, or to proceed otherwise when in the best interest of the City.
8. If Bidder is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.
9. 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 Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
10. If Bidder is required to make a certification pursuant to Section 2270002 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.
11. In the event of tie bids, preference will be given to the Bidder that offers the best value to the City in accordance with the specifications and State Law.
12. 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 may not be limited to:

- **All costs including installation, warranty, maintenance, overall life cycle;**
- **Quality of the goods or services;**
- **Reputation of the bidder or bidder's goods and services;**
- **Extent to which the goods or services meet the City's needs;**
- **The bidders' 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 reserves the right to accept any item or group of items on this bid, unless the bidder qualifies their bid by specific limitations.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

The undersigned certifies by initialing:

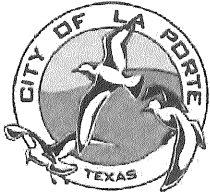
Initials

1. To comply with all instructions, provision of required documents, specifications SS
2. That they have not conspired with any other potential supplier or person
Or official in any manner to attempt to control competitive pricing SS
3. That they are duly qualified, capable and bondable business entity not in
receivership or contemplating same, and has not filed for bankruptcy SS
4. Affirms that they will not discriminate against any employee or applicant as
prohibited by law. Failure to comply may result in termination of contract. SS
5. Bidder has read and understands the General Terms and Conditions for
Bidding and Contracts. SS

Authorized Signature: Stewart Shaffer (same as initials, above)

Printed Name: Stewart Shaffer

Date: 04-04-2023



SCOPE OF WORK AND DETAILED SPECIFICATIONS

SEALED BID #23024-REPLACEMENT OF CENTRIFUGAL BLOWER AT WASTEWATER TREATMENT PLANT REBID

1. The City of La Porte is seeking competitive bids for the replacement of a centrifugal blower at the Waste Water Treatment Plant located at 1301 South 4th Street, La Porte, Texas 77571. Replacement should be turnkey to include installation, electrical work, fittings, labor, miscellaneous parts and start up. All materials and parts shall be new and unused. Work to be performed by industry standards and follow all federal, state and local regulatory codes.
2. For reference purposes the City has pre- approved Hibon Centrifugal Blower Skid 100.06 200 HP 460V Motor and will except approved equals.
3. The successful Contractor shall have demonstrated a minimum of five (5) years' experience in performing centrifugal blower installation in a similar nature. The work must have been completed within the last five years to be considered. Failure to demonstrate the required successful experience and references may be grounds for disqualification from participation in this solicitation.
4. All material, parts, equipment, labor and supervision costs to complete the work as specified are to be included in the Bid price proposed.
5. All Bids F.O.B. destination, transportation charges born by bidder unless otherwise noted.
6. Contractor must provide the City a detailed work schedule required prior to start of work.
7. Contractor is solely responsible for the storage and protection of all project related materials, tools and equipment and supplies from receipt through the proper installation and acceptance by the City.
8. Contractor is responsible to perform visual inspection of all materials to remedy any potential damage that may have occurred during shipment and to ensure that all items are suitable for use as specified.



9. Bidder to include make and model and specification sheet of proposed Blower.
10. Bidder must be registered in the System for Award Management (SAM) and in not Debarred or suspended from the Excluded Parties List (EPLS). SAM will be verified on receipt of bids if vendor is not registered with SAM.gov the bid will not be considered.

CENTRIFUGAL BLOWER SCOPE OF SUPPLY

- (1) Inlet driven centrifugal blower with vertical inlet outlet, cast aluminum impellers, with casing drains, 1045 steel shaft and spacers, external beige epoxy painted and with, (2) vibration probes 4-20ma, one per bearing.
- (1) Motor 200 HP, 3600 RPM, TEFC, 460/3/60, s.f. 1.15, NEMA design B, F1 with (3) winding thermistor and space heater 120/1/60 to MCC
- (1) Base for centrifugal blower & motor with machined pads
- (1) Coupling falk 30R10 with guard OSHA red
- (6) Vibration isolators

ELECTRICAL WORK

All electrical work must be performed by a licensed and certified electrician.

REQUIRED CONTRACTOR INSURANCE: Successful CONTRACTOR shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas. CONTRACTOR shall obtain insurance as detailed. Each policy obtained by the CONTRACTOR for work with this contract, with exception of the Worker's Compensation policy, shall name the CITY OF LA PORTE as an additional insured, and shall contain waiver of subrogation in favor of CITY OF LA PORTE and also give a 30 day cancellation notice. The coverage and amounts designated are minimum requirements and do not establish limits of the contractor's liability. Additional coverage may be provided at the CONTRACTOR'S option and expense. Insurance must include:

General Liability:

Commercial General Liability

General Aggregate \$2,000,000.00

Products-Completed Operations Aggregate: \$2,000,000.00



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Personal Injury \$1,000,000.00

Each Occurrence \$1,000,000.00

Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable

Automobile Liability:

Combined Single Limit \$1,000,000.00

Excess Liability:

Umbrella

Each Occurrence \$2,000,000.00

Each Aggregate \$1,000,000.00

Worker's Compensation and Employer Liability:

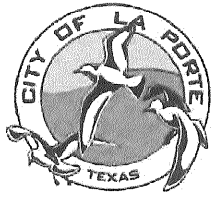
In form and quantities as required by State of Texas

Contractor Experience

Bidder to include resources and qualifications confirming the ability to perform scope of services. Provide references of four (4) similar projects completed in the last five (5) years. Include a brief description of each project and the name, phone number and email of contact.

Pre-Bid Site Visit

A pre-bid site visit is strongly suggested before bidding and can be scheduled between the hours of 7:00 am-2:00 pm, M-F, by calling 281-470-8140. Ask for Billy Brooks or Santiago Ruiz.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

CITY OF LA PORTE FORMS



RESPONSIVE BIDDER CHECKLIST

The following documents must be included in your bid to be considered responsive:

- ☒ Respondent Affidavit **(REQUIRED)**
- ☒ Certification of Bidder **(REQUIRED)**
- ☒ Protection of Resident Workers **(REQUIRED)**
- ☒ Indemnity Hold Harmless Agreement **(REQUIRED)**
- ☒ Non-collusion Affidavit of Prime Bidder **(REQUIRED)**
- ☒ Conflict of Interest Questionnaire **(REQUIRED)**
- ☒ House Bid 89 Verification Form **(REQUIRED)**
- ☒ Reference Form **(REQUIRED)**
- ☐ Form 1295 **(REQUIRED UPON AWARD)**
- ☒ Experience and Staffing **(REQUIRED)**
- ☒ Bid Form **(REQUIRED)**
- ☒ Bid Bond Form **(REQUIRED)**

X

CITY OF LA PORTE
RESPONDENT AFFIDAVIT

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this bid.

All items bid and installed under this procurement must be new and unused and in undamaged condition.

The City of La Porte is tax exempt and no taxes shall be included in the pricing of this solicitation.

Respondent understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the solicitation.

The respondent agrees that this solicitation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving submittals.

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

Respectfully submitted:

Business Name:	<u>Global WET</u>
Address:	<u>10900 Research Blvd. Suite 160C 65</u>
	<u>Austin TX 78759</u>
Printed Name:	<u>Stewart Shaffer</u>
Authorized Signature:	<u><i>Stewart Shaffer</i></u>
Date:	<u>04-04-2023</u>

CITY OF LA PORTE
CERTIFICATION OF RESPONDENT

City of La Porte Ordinance #98-2217 prohibits any expenditure for goods or services by the City of La Porte from any person, firm, or corporation owing any delinquent indebtedness to the City. The undersigned respondent further certifies that it is in compliance with the requirements of said ordinance. A copy of the ordinance may be obtained by contacting the City of La Porte Purchasing Division at 281-470-5126.

If undersigned bidder is not in compliance with Ordinance 98-2217, it hereby assigns to the City of La Porte, the amount of its delinquent indebtedness to the City of La Porte, to be deducted by the City of La Porte from the amounts due the undersigned.

Failure to remit this certification with the response or non-compliance with said ordinance shall be just cause for rejection or disqualification of submitted proposal.

 The undersigned hereby certifies that it is in compliance with Ordinance 98-2217.

Or

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

(Initial one of the above)

Business Name:	<u>Global WET</u>
Address:	<u>10900 Research Blvd. 160C 65</u>
	<u>Austin TX 78789</u>
Printed Name:	<u>Stewart Shaffer</u>
Authorized Signature:	<u><i>Stewart Shaffer</i></u>
Date:	<u>04-04-2023</u>

CITY OF LA PORTE

PROTECTION OF RESIDENT WORKERS COMPLIANCE

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

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

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

Business Name:	<u>Global WET</u>
Address:	<u>10900 Research Blvd. Suite 160C 65</u>
	<u>Austin TX 78759</u>
Printed Name:	<u>Stewart Shaffer</u>
Authorized Signature:	<u><i>Stewart Shaffer</i></u>
Date:	<u>04-04-2023</u>

CITY OF LA PORTE INDEMNITY HOLD HARMLESS AGREEMENT

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

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

Business Name: Global WET

Address: 10900 Research Blvd. Suite 160C 65
Austin TX 78759

Printed Name: Stewart Shaffer

Authorized Signature: *Stewart Shaffer*

Date: 04-04-2023

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Harris)

Global WET, being first duly sworn, deposes and says that:

(1) He/She is Stewart Shaffer of Global WET, the Bidder that has submitted the attached Bid;

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

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

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

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

(Signed)

Regional Manager East Texas

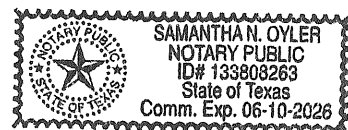
Title

Subscribed and sworn to me this 31 day of March.

By:

Notary Public

My commission expires 06/10/2026



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

NA

Signature of vendor doing business with the governmental entity

Date

House Bill 89 VERIFICATION

I, Stewart Shaffer (Person name), the undersigned

representative of (Company or Business name)

Global WET

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

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

This statement is exempt for sole proprietorship vendors, vendors who have less than 10 full time employees and contracts that are under \$100,000 of public funds.

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.*

04-04-2023

DATE

Stewart Shaffer

SIGNATURE OF COMPANY REPRESENTATIVE

References:

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

At least 2 of the 4 required references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of event, and any other pertinent information involved for each reference provided.

Company Name	Contact	Address	Telephone	E-mail
City of Houston	Pedro Munive	2525 S Sgt. Macario Garcia Dr. Houston TX 77020	832-250-8090	pedro.munive@houston.tx.gov

Scum Screen Keegans Bayou - \$250K on going, Lift Station 11 \$500K on going, Northwest WWTP mixer \$50K 12/21

Company Name	Contact	Address	Telephone	E-mail
Inframark	Cory Brown,	13931 Service Center Rd, Tomball TX 77377.	713-875-6959	cory.brown@inframark.com
Service, Repair, Rebuild:				
HC MUD 418, FBC MUD 118, HC MUD 358, FBC MUD 225				

Company Name	Contact	Address	Telephone	E-mail
City of Lake Jackson,	Mike Voyles,	151 Canne Ln. Lake Jackson TX 77566	979-482-7551	mvoyles@lakejackson.tx.gov
2021, 2020				
Headworks Screen Replacment				

Company Name	Contact	Address	Telephone	E-mail
City of Bridge City,	Justin Thomas,	Sewer Plant Rd	409-626-2057	justin.34@gmail.com
On going:				
Headworks Rehab				

Company Name	Contact	Address	Telephone	E-mail
City of Victoria	Curtis Davis	924 US-59, Victoria TX. 77905	361-485-3263	cdavis@victoriatx.gov
2019				
Turbo Blower instalation				

FORM 1295-Effective January 1, 2016

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

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

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

Please use the following information to fill out FORM 1295:

City's Name:	City of La
Identification Number:	Porte 23024

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



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

BID FORM

**BID #23024 REPLACEMENT OF CENTRIFUGAL BLOWER AT THE WASTE WATER
TREATMENT PLANT REBID**

ITEM

INSTALLATION OF CENTRIFUGAL BLOWER (per specifications)

Make and Model Hibon Centrifugal blower 100.6_200hp_460v

Lump Sum Amount \$ 141,000.00

Written One hundred forty one thousand dollars

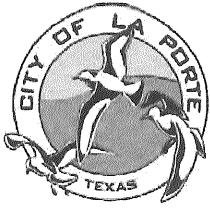
List any manufacturer or mechanical warranty:

Delivery in 90 Days ARO.

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

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

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



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Date 04-04-2023

Signed *Stewart Shaffer*

Printed Stewart Shaffer

Title Regional Manager East Texas

Company Global WET

Address 10900 Research Blvd. Suite 160C 65
Austin TX 78759

Email Address sshaffer@globalwet.com

Witness _____

SEAL (If Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No. 1. _____ 2. _____ 3. _____ 4. _____ 5. _____

BID BOND

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SURETY'S NO. OL90793

KNOW ALL MEN BY THESE PRESENTS, THAT _____

Merchants Bonding company

(hereinafter called the Principal), as Principal and Global WET

(hereinafter called the Surety), as Surety, are bound unto the City of La Porte, Texas, a home rule municipal corporation of Harris County, Texas (hereinafter called Obligee) in the amount of One hundred thousand forty one Dollars (\$ 141,000.00), for the payment whereof said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written Contract with Obligee for Blower Replacement at the WWTP
Bid # 23024

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before this Bid Bond is returned or before official rejection of such Bid; or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, and other required contract documents, the Obligee, in

either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this _____ day of 4-13, 2023

J Stewart Shaffer

Principal/Contractor

By:

[Signature]

Scott Chapman

Surety

By:

[Signature]

Address: 3921 SUNRISE
LA PORTE TX

Address: 480 WILDWOOD FOREST
SPRING TX

NOTE: Attach Power of Attorney

MERCHANTS BONDING COMPANY™

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

GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT, made and entered into with and in favor of MERCHANTS BONDING COMPANY (Mutual), and MERCHANTS NATIONAL BONDING, INC., both being corporations of Iowa, (hereinafter collectively "the Company"), and executed by _____
Global WET, LLC

(hereinafter referred to as the Contractor) and J. Stewart Shaffer

_____ (hereinafter referred to as

Indemnitors). WHEREAS, the Contractor and/or Indemnitors, does now and may in the future seek the execution of a surety bond or bonds by the principal (hereinafter "Bond" or "Bonds")

NOW, THEREFORE, in consideration of the execution of any such Bond or Bonds and other valuable considerations, the Undersigned agree and bind themselves, their heirs, executors, administrators, trusts, successors and assigns as follows:

FIRST: The Undersigned will pay to the Company all initial premiums along with any additional premium that may become due on the bond in accordance with the rates in effect for said Bond and as calculated by the Company.

SECOND: The Undersigned shall unconditionally indemnify and keep indemnified the Company against any and all liability, loss and expense of whatsoever kind or nature, including, but not limited to, court costs, attorneys' fees, and interest, which the Company may sustain or incur (1) by reason of having executed or procured execution of any Bond or Bonds, (2) by reason of the failure of the Undersigned to perform or comply with this Agreement, or (3) to enforce any of the covenants and conditions of this Agreement. The Company shall have the exclusive right for itself and for the Undersigned to decide and determine whether any claim, demand, suit, or judgment shall, on the basis of liability, expediency or otherwise, be paid, settled, defended or appealed, and the Company's determination shall be final, conclusive and binding upon the Undersigned. Vouchers, affidavits or other evidence of payment by the Company of any loss, cost or expense shall be prima facie evidence of their propriety and the liability of the Undersigned to the Company for such loss, cost or expense. In the event of any payment by the Company, the Undersigned agree that in any accounting between the Company and the Undersigned, the Company shall be entitled to charge for any and all disbursements made by it in good faith in and about the matters contemplated by this Agreement under the belief that it is or was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed. If the Undersigned request that the Company litigate any claim or demand, defend any suit, or appeal from any judgment, they shall deposit with the Company, at the time of any request, cash or other collateral satisfactory to the Company in kind and amount to be used in paying any judgment or judgments rendered, or which might be rendered, against the Company together with interest, costs and attorneys' fees, providing that, in the sole opinion of the Company, there is a legitimate basis for disputing the validity of the claim, demand, suit or judgment.

THIRD: The Undersigned hereby expressly waive notice by the Company and agree and understand that the Company in its sole discretion is authorized and empowered to assent, or refuse to assent, to any change or modification whatsoever in the Bonds and/or contracts guaranteed by a Bond and the contracts' accompanying general conditions, plans or specifications. It is expressly understood and agreed that the Undersigned shall remain bound under the terms of this Agreement, even though any such assent or refusal to assent by the Company does or might substantially increase the liability of the Undersigned.

FOURTH: The Undersigned, as trustee(s), agree and expressly declare that all payments received or to be received from any contracts bonded by the Company are trust funds, whether in possession of the Contractor or another, for the benefit of the Company, and for the payment of obligations incurred on the contracts for labor, materials or services, and for no other purpose, until the Company is completely exonerated from liability on the Bond or Bonds which cover the contracts.

FIFTH: The Undersigned does hereby assign, transfer and convey to the Company for the Company's protection and use and as collateral security for the payment of any indebtedness or liability of the Undersigned to the Company: All rights, titles and interests in and to all equipment; materials; contract rights; limited liability companies, general partnerships, limited partnerships, limited liability partnerships and joint ventures; claims and causes of action against any subcontractor, person, firm, or corporation arising on account of any bonded contract and against any surety or insurer of any such materialman, subcontractor, firm, or corporation, including any insurer of the Undersigned; all contract payments due or to become due to the Undersigned related to any bonded contract, and all other personal property of the Undersigned, including but not limited to accounts receivable, notes receivable, choses in action and proceeds to collateral.

SIXTH: The Undersigned hereby irrevocably nominate and appoint any officer of the Company as the true and lawful attorney-in-fact of the Undersigned, with full right and authority to execute on behalf of, and sign the name of, the Undersigned to any voucher, release, satisfaction, check, bill of sale of all or any property assigned by this Agreement to the Company, or any other document necessary or desired to carry into effect the provisions and purposes of this Agreement. The Undersigned hereby ratify and confirm all that such attorney-in-fact or the Company may do for the purposes set forth in this Agreement. The Undersigned specifically agree to protect, indemnify and save and hold harmless the Company and such attorney-in-fact against any and all claims, damages, costs and expenses that may in any way arise due to the exercise of the assignments contained in this Agreement and the powers herein granted. Further, the Undersigned specifically waive any claim which the Undersigned have or might hereafter have against the Company or such attorney-in-fact on account of any act performed using the powers herein granted.

SEVENTH: The Company, at its discretion, is authorized but not obligated, to advance or loan to the Contractor any money which the Company may see fit to advance to the Contractor in any form whatsoever, all money so loaned, advanced or guaranteed, as well as all costs, attorneys' fees and expenses incurred by the Company in connection with such loans, advances or guarantees shall be a loss by the Company for which the Undersigned shall be responsible.

EIGHTH: In the event the Undersigned shall borrow any money to finance the bonded contract or shall undertake to make any assignment of the bonded contract or any monies due or to become due thereunder, then it is expressly agreed that any such assignment shall be subordinate and inferior to the rights of the Company hereunder, or at law or in equity.

NINTH: The Undersigned hereby waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process secured or requested by the Company under the law of the United States or of any state or province or of any other government. The Undersigned hereby waive trial by jury in any action or proceeding pertaining to this Agreement. This waiver is knowingly, willingly and voluntarily made by the Undersigned, and the Undersigned represent and warrant that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect.

TENTH: Nothing herein contained shall be considered or construed to waive, abridge or diminish any right or remedy which the Company, as Surety, might have if this Agreement were not executed.

ELEVENTH: Until such time as the potential liability of the Company under any Bond or Bonds is terminated, the Undersigned will promptly furnish to the Company such information as the Company may request, and the Company shall have the right to examine and copy the books, records and accounts of the Undersigned and inspect the work at any project (whether such project is covered by any Bond or unbonded).

TWELFTH: Immediately upon written demand, the Undersigned will deposit with the Company, as collateral security, money or other collateral satisfactory to the Company, equal to (1) the liability of the Company, if established; (2) the liability asserted against the Company; or (3) the reserve established by the Company, or any increase thereof. The Company shall have the right, but not the obligation, to use the collateral, or any part thereof, in payment or settlement of any liability, loss or expense for which the Undersigned is or would be obligated to indemnify the Company. The Company will refund the unused portion of the collateral when in its sole discretion, it determines that such collateral is no longer necessary for its protection.

THIRTEENTH: This Agreement shall constitute a Security Agreement to the Company and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect. This Agreement shall, if recorded, constitute a consensual lien upon any and all real estate owned by or held in trust for the benefit of the Undersigned at the time of such recording. The use of this Agreement as a Security Agreement, Financing Statement or for a consensual lien shall in no way abrogate, restrict or limit the rights of the Company under this Agreement or at law or in equity.

FOURTEENTH: The Company, at its option and in its sole discretion, may decline to execute or issue any Bond without incurring any liability to the Undersigned. If the Company issues a bid bond or similar undertaking and the Contractor is successful in bidding the project, the Company may nevertheless decline to issue the performance bond, the payment bond, or any other bond required by the awarding entity, without incurring any liability to the Undersigned.

FIFTEENTH: The Indemnitors warrant that each of them is specifically and beneficially interested in obtaining each Bond. In case the execution hereof by any of the parties is defective or invalid for any reason, such defect or invalidity, or failure to execute, or termination hereof by any party, shall not in any manner affect the validity of this Agreement or the liability hereunder as to any or all of the other parties executing this Agreement. If any provisions of this Agreement are void or unenforceable under any law governing its construction or enforcement, this Agreement shall not be voided or vitiated thereby, but shall be construed and enforced with the same effect as though such provision or provisions were omitted.

SIXTEENTH: Each of the Undersigned recognizes that this Agreement is a continuing obligation applying to and indemnifying the Company as to any and all Bonds heretofore or hereafter executed by it.

Entered into on this 11th day of April, 2023.

X Global WET, LLC

J. Stewart Shaffer - East Texas Manager
Print name and title of individual signing on behalf of contractor

STATE OF Texas SS:

COUNTY OF Harris

On this 14 day of April, 2023, before me personally appeared James Shaffer to me known to be the Owner of Global WET, LLC the

Contractor executing this Agreement.

IN WITNESS HEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

X [Signature]
(seal)
Indemnitor

STATE OF Texas SS:

COUNTY OF Harris

[Signature]
Notary Public

Commission Expires 06/10/2026

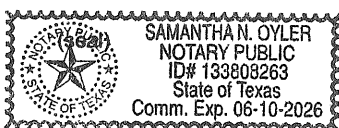
Samantha Oyler
Print name

On this 14 day of April, 2023, before me personally appeared James Shaffer to me known to be the person described in and executing this Agreement.

IN WITNESS HEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

[Signature]
Notary Public

Commission Expires 06/10/2026



COLL 0028 (2/18)



Article 1 – City of La Porte Standard Terms and Conditions for Bidding and Contracting

1.0 General 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

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

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

Consultant: A person that provides or

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).

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.

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

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.

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 extended 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".

End of Definitions



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

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2.0 Contract Interpretation

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

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.

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.



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.

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.

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.

3.0 Subcontracting and Assignment

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.

3.2 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.

3.3 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.

4.0 Contract Governance

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.

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.

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.

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.

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.

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.

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.

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.

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.

4.10 Certificate of Interested Parties (Form 1295)

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

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

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.

4.12 House Bill 89 Verification

H.B. No. 89 mandates that a company representative being an adult over the age of eighteen years of age verifies that the company named, under the provisions of Subtitle F, Title 10, Government code Chapter 2270:

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

This statement is exempt for sole proprietorship vendors, vendors who have less than 10 full time employees and contracts that are under \$100,000 of public funds.

By participating in this solicitation, Contractor's signature on form acknowledges full understanding of and compliance with this requirement.

4.13 Prohibition of Boycotting Energy Companies

Pursuant to Section 2274.002 of the Texas Government Code, by executing this Agreement, Contractor verifies that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this agreement.

4.14 Prohibition of Discrimination Against Firearm Industries

Pursuant to Section 2274.003 for the Texas Government Code, by executing this Agreement Contractor verifies that Contractor (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.



4.15 Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations

Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

4.16 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.

4.17 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



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Cherell Daeumer, Purchasing Manager

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.

4.18 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.

5.0 Compensation Provisions

5.1 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.

5.2 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.

5.3 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.



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5.4 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".

5.5 Federally Funded Contracts

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

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

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

6.0 Compliance with all laws

6.1 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.

6.2 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.

6.2.1 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.

6.2.2 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

6.3 Copyright and Patents

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

6.4 Contract Disputes and Termination

6.4.1 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.

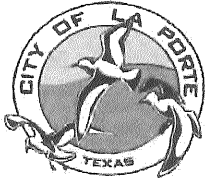
6.4.2 Dispute Resolution

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.

6.4.3 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.

6.4.4 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

6.4.5 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.

6.4.5.1 Notice of Default

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.



7.0 Department-specific requirements

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

7.1 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.

8.0 Special Conditions for Services Contracts

8.1 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.

8.2 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.

8.2.1 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.

8.3 Standard of Performance of Services

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

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

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

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

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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 fees will apply and, replacements, when applicable shall arrive promptly.

8.10 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.

8.11 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.

8.12 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(s) bid.

9.0 Combatting Trafficking in Persons

(a) Definitions. As used in this clause -

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means -

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item means -

- (1) Any item of supply (including construction material) that is -
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person -

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of -

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.



Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for -

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs -

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is -

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to -

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means -

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.



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Purchasing Department

Cherell Daeumer, Purchasing Manager

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not –

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work; (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment -

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that -

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is -

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation



City of La Porte

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Purchasing Department

Cherell Daeumer, Purchasing Manager

arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall -

(1) Notify its employees and agents of -

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of -

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in -

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

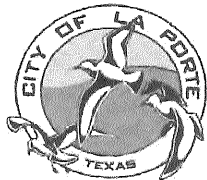
(g) Full cooperation.

(1) The Contractor shall, at a minimum -

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits,



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Cherell Daeumer, Purchasing Manager

investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not -

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from -

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate -

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

10.0 HUBS/SWMBES

In accordance with 2 CFR 200, §200.321, private and public, for profit and nonprofit, community-based organizations, faith-based organizations and other entities allowed by law that possess the demonstrated technical competency, fiscal and administrative capacity, experience, and history of success in providing Water Tank 9 Replacement services are eligible to respond to this Bid. Small, minority women-owned businesses, and Historically Underutilized Businesses (HUBS), are encouraged to respond to the Bid.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center



City of La Porte

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Purchasing Department

Cherell Daeumer, Purchasing Manager

8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>
Email: treed@ephcc.org

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>
Email: MBDA@hccs.edu

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>
Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC
7800 N. Stemmons Fwy., Ste.
Dallas, TX 75247
214-572-9452
Website: <https://womensbusinesscenterdfw.com/>
Email: wbcdfw@liffund.com

WBEA – Women's Business Center
9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>
Email: wbc@wbea-texas.org



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Purchasing Department

Cherell Daeumer, Purchasing Manager

LiftFund Women's Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: <https://womensbusinesscentersa.com/>
Email: wbc@liftfund.com

11.0 Procurement Standard

This procurement is conducted in accordance with State of Texas statute as indicated in the Texas Local Government Code and Federal Procurement standards in accordance with 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal Funds. The Texas Local Government Code can be found on the web at <http://www.capitol.state.tx.us>, and 2 C.F.R. 200 Guidelines are located at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

End of General Terms & Conditions

Global WET**Water Environment Technologies****Budget Quotation**

10900 Research Blvd., Suite 160C 65
 Austin, TX 78759
 Phone: 936-900-9558
 Stewart Shaffer
Bill To:

DATE March 27, 2023
Quotation # 040423-01
Customer ID Laporte

Quotation valid until: April 26, 2023

Name: Billy Brooks WWTP Supervisor
Location Name: City of La Porte
Address: 2963 North 23rd Street
 La Porte, TX 77571
 281-470-8140

Prepared by: Stewart Shaffer

Comments or special instructions:

Notes

Item	Description	Quantity	Amount Each	Total
1	IR - Hibon Blower, 200HP Motor, Control Panel and Base	1	\$ 75,000.00	\$ 75,000.00
2	8" Ductile iron pipe with 125# flanges - various fitting to make connection between blower and existing piping	1	\$ 6,000.00	\$ 6,000.00
3	Licensed and certified Electrical Work	1	\$ 24,000.00	\$ 24,000.00
4	Crane and rigging work	1	\$ 6,000.00	\$ 6,000.00
5	General Labor, misalanious parts	5	\$ 5,000.00	\$ 25,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	shipping costs	1	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 141,000.00

If you have any questions concerning this quotation, Stewart Shaffer, 936-900-9558, sshafter@globalwet.com

THANK YOU FOR YOUR BUSINESS!



Global WET

Global WET – East Texas
9001 D Frey Rd
Houston, Texas 77034
sshaffer@globalwet.com
936-900-9558

Global WET LLC Quality Assurance Warranty

Job: City of La Porte Blower Replacement
Bid: #23024

Components:

200 HP Hibon Blower – 12 months Manufacture Warrantied for Materials and Workmanship
Global WET Warranties the Blower for proper installation, operation, and performance for 24 months.

Control Panel/electrical components - warrantied by manufacturers for materials and workmanship for a period of 12 months
Global WET warranties the electrical work for proper installation, operation, and performance for 24 months.

Piping and control valves - warrantied by manufacturers for materials and workmanship for a period of 12 months
Global WET warranties the Piping and control valve work for proper installation, operation, and performance for 24 months

Date: 04-04-2023

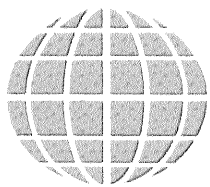
Signed: ☐ Stewart Shaffer

Title: East Texas Manager

Company: Global WET LLC

Address: 10900 Research Blvd. Suite 160C 65
Austin TX 78759

Email: sshaffer@globalwet.com



Global WET Experience:

Global WET is a manufacturer's representative that markets water and wastewater equipment for municipal and industrial clients. We help clients and their engineers identify the best available technology to build or expand related infrastructures. Because of our technical experience as engineers, operators, general contractors, and plant level support, we can assist clients with the most challenging conditions.

Global WET was formed in 2014 at the behest of several manufacturers to service their customers after Texas Equipment Company disbanded.

Global WET has offices and facilities in the five regions of Texas and one in Oklahoma:

- North TX – DFW
- Central TX – Austin
- East TX – Houston
- The Valley – Kingsville
- West TX – San Angelo
- OK – OKC

Global WET has experience in all aspects of municipal water that include but are not limited to:

Storm Water Collection

- Lined Lagoons

Storm Water Treatment

- Actiflow

- Biolac

Pumping and Lift Stations

- Guaranteed non clogging lift stations

Water Purification Plants

- Turnkey Projects such as several water/wastewater combo plants for Texas State Parks

- Lake Palestine SP

- Pedernales Falls SP

- Lake San Angelo

Headworks Screening

- Over 300 systems installed in Houston area MUD's

Solids Handling

- Hundreds of installations

Aeration Systems

- Turbo, Multi-Stage Centrifugal, and PD Blowers

Filtration

- The worlds largest disk filter system for the COH



Hibon Inc.
An Ingersoll Rand Company
100 rue Voyageur,
Pointe-Claire, QC, H9R 6A8, Canada
Tel: 1-514-459-4092
hibon.com

JW-21032-A1

F/ Payment conditions: All orders to exceed 100K\$ will be subject to progressive invoicing. According to our general sales conditions and after acceptance of our credit Dept.: Net 30 days

G/ Particular conditions:

Unloading & Installation of the equipment will be done by others. Our responsibility is strictly limited to our supply as described in this offer.

Any particular specification or request would lead to extra cost

Documentation: 1 digital copy English documents according to our standard.

Warranty is limited to our scope of supply. We decline any responsibility regarding the application to your process. Any modification done by your company on the goods or on the process is out of our responsibility.

H/ Construction:

The goods are manufactured according to our ISO 9001-2015, QA & ITP standards
Blower shop testing will be in accordance with ASME PTC-10 standards

I/ Start up:

The start-up of the equipment is not included in our proposal price (except if specified)

Hibon will need a 4 to 6 week notice to schedule the start-up.

If you need assistance, please contact our service Department: 1-514-459-4117

J/ Terms & Conditions: Hibon Inc. ETO Terms & Conditions as attached, must be referenced on your PO.



Hibon Inc.
An Ingersoll Rand Company
100 rue Voyageur,
Pointe-Claire, QC, H9R 6A8, Canada
Tel: 1-514-459-4092
hibon.com

JW-21032-A1

II / Commercial Terms

A/ NET Prices in \$US

This proposal is subject to our general conditions of sales.

Description	Unit Price	Qty	Total Price
CENTRIFUGAL BLOWER 100.06_200hp_460V		1	

B/ Delivery time and validity of our offer:

Drawings delivery: 1-2 weeks after Order ack.

Delivery time: 22-26 weeks after receipt of approved drawings

Delivery terms: EXW Ex works our factory in Montreal, Quebec, Canada

Packing: std. packaging for shipment

Delivery time is not considering holiday period

The conditions of this offer remain valid during 60 days, considering no modification in your requirement or specifications

C/ Exclusions:

- Installation & Start-up
- Anchor bolts & discharge isolation valve
- Motor starters, Controls, Process Valves & Instrumentation
- Acoustical Enclosures
- Seismic calculations
- Consumables
- Storage at job site
- Any other accessory not described in the above scope of supply

D/ Important Notes:

- 1) Hibon is offering its standard Centrifugal Blower Skid; all accessories will be as per our standard. No substitutions of accessories will be allowed.

E/ Mechanical warranty:

12 months after start-up or 18 months after delivery whichever comes first. The warranty includes parts and manpower. Freight & travel cost are excluded.



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100 rue Voyageur,
Pointe-Claire, QC, H9R 6A8, Canada
Tel: 1-514-459-4092
hibon.com

JW-21032-A1

I / Scope of Supply

Blower 100.06_200hp_460V	
Qty	Description
1	INLET DRIVEN CENTRIFUGAL BLOWER 100.06 w VERTICAL INLET_OUTLET, CAST ALUMINUM IMPELLERS, w CASING DRAINS, 1045 STEEL SHAFT & SPACERS, EXTERNAL BEIGE EPOXY PAINTED, and with: - (2) VIBRATION PROBES 4-20ma, ONE per BEARING.
1	MOTOR 200 HP, 3600 RPM, TEFC, 460/3/60, S.F. 1.15, NEMA DESIGN B, F1, w (3) WINDING THERMISTOR & SPACE HEATER 120/1/60 to MCC
1	BASE FOR CENTRIFUGAL BLOWER & MOTOR w MACHINED PADS
1	COUPLING FALK 30R10 w GUARD OSHA RED
6	VIBRATION ISOLATORS

Accessories shipped loose for installation by others:

- INLET FILTER/SILENCER UNIVERSAL MODEL CCS-12" C/W FILTER ELEMENT #81-1163
- AIR FILTER RESTRICTION GAUGE.
- INLET TEMPERATURE GAUGE 3", SCALE 0-250°F w BRASS WELL
- INLET BUTTERFLY VALVE 10", LUGGED BODY, w GEAR OPERATOR
- DISCHARGE EXPANSION JOINT LINK-FLEX MODEL 60BV-8".
- DISCHARGE PRESSURE GAUGE WIKA 213.53, SCALE 0 -15 PSIG 0-100kpa,
LOWER CONNECTION 1/2"NPT C/W ISOLATING VALVE 1/2" NPT.
- DISCHARGE TEMPERATURE GAUGE 3", SCALE 50-300°F w BRASS WELL
- SET OF RESILIENT PADS NOVIBRA DOUBLE PLATE 6" x 6"
- NEMA 12 POWER FACTOR CORRECTION CAPACITOR 30kvar
- HIBON NEMA 12, FREE STANDING, LOCAL CONTROL PANEL.

PAINING:

STRUCTURAL SURFACES WILL BE CLEANED IN ACCORDANCE WITH SSPC-SP3, FOLLOWED BY THE APPLICATION OF AN INDUSTRIAL PRIME PAINT AND ONE COAT OF ENAMEL FINISH. THE BASE WILL BE BLACK.

FACTORY TESTING:

Each blower is factory tested as per ASME PTC 10 code and standards without the motor. With rotor balancing report



Hibon Inc.
An Ingersoll Rand Company
100 rue Voyageur,
Pointe-Claire, QC, H9R 6A8, Canada
Tel: 1-514-459-4092
hibon.com

JW-21032-A1

From: Jim Ward

JimWard@irco.com

To: Stewart Shaffer

Global WET LLC
Houston, TX

Phone:

e-mail: sshaffer@globalwet.com

Your Ref: City of La Porte TX Hibon Blower

Our Ref: JW-21032-A1

Followed by: Followed by: *Jim Ward 1-470-233-3204*

Date: October 4, 2021

Subject : Technical and Commercial Offer

Stewart,

Further to your request, we are pleased to forward to your attention the attached blower proposal for the above referenced project.

(1) HIBON CENTRIFUGAL BLOWER SKID 100.06_200hp_460V

Please review the attached and do not hesitate to contact me if any additional information is required.

Best regards,

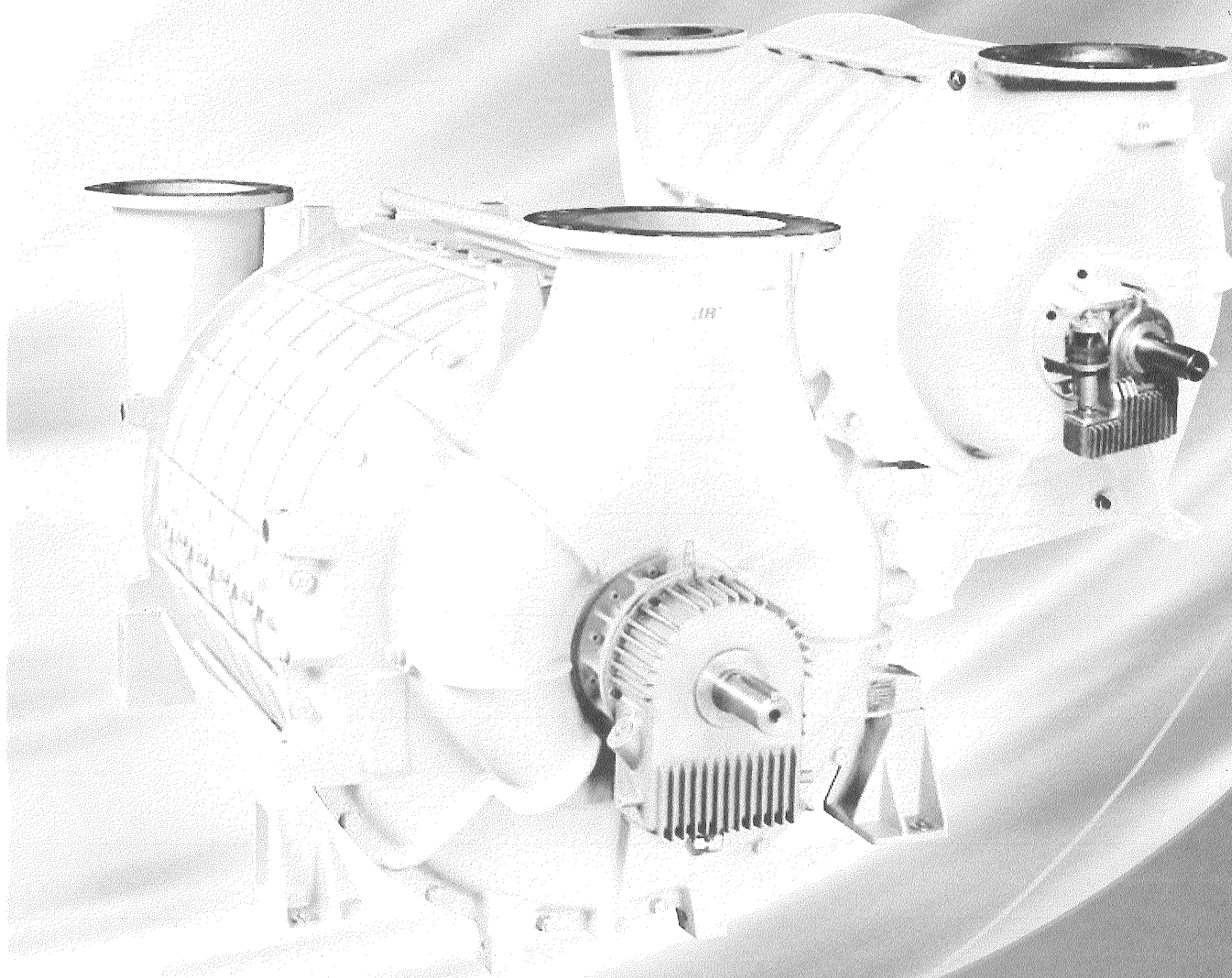
James Ward
Hibon Industrial Sales Manager, Southern USA

Ingersoll Rand
Compression Technologies and Services

hibon

Multistage Centrifugal Blower

PERFORMER and HIGH PERFORMANCE series



IR Ingersoll Rand

Multistage Centrifugal Blower

PERFORMER and HIGH PERFORMANCE series

Hibon Ingersoll Rand presents new state-of-the-art technology in Multistage Centrifugal Blowers.

This model offers a wide range of design features and incorporates energy efficiency improvements, complying with the strictest operational requirements for a variety of applications.

Multistage blowers are ideally suited for operations where a variable flow at constant pressure is required. Hibon is a worldwide leader in Multistage Centrifugal Blower technology with thousands of units installed around the globe.

Applications

Designed to handle air or gas, HIBON blowers are used in the following applications:

Mining

- Flotation air for flotation cells
- Leachate tank air
- CIL tank air
- Neutralization tank air
- Pneumatic Conveying

Power Industry

- Fly Ash Conveying
- Loopseal Blower Air (CFB Boiler)
- Flue Gas Desulfurization (FGD)
- Filter Scouring
- Circulating Fluidized Bed Boiler (CFB)

General Industry

- Combustion Air, Sulphur Recovery Units
- Industrial Waste Water Treatment
- Fluidizing air

Oil & Gas and Petrochemical

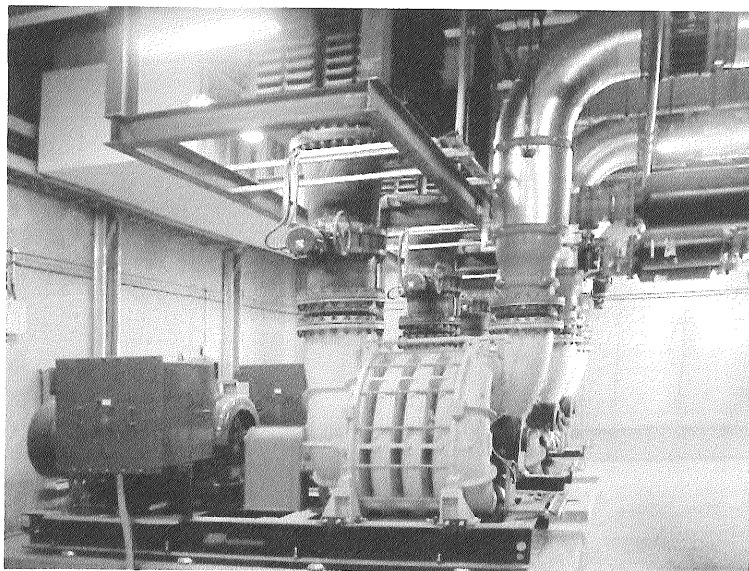
- Wet Scrubbers: Oxidation Air
- Carbon Black Production
- Pneumatic Conveying
- Industrial WWT
- SRU (Sulfur Recovery Unit) Combustion Air

Food

- Pneumatic Conveying
- Industrial WWT
- Yeast Fermentation

Gas applications

- Landfill Gas
- Barge Vapor Recovery
- CO₂, N₂ & O₂ Boosters



Mining Application

Model 675.04

800 Hp, 3600 rpm

15 000 scfm

7.25 psig

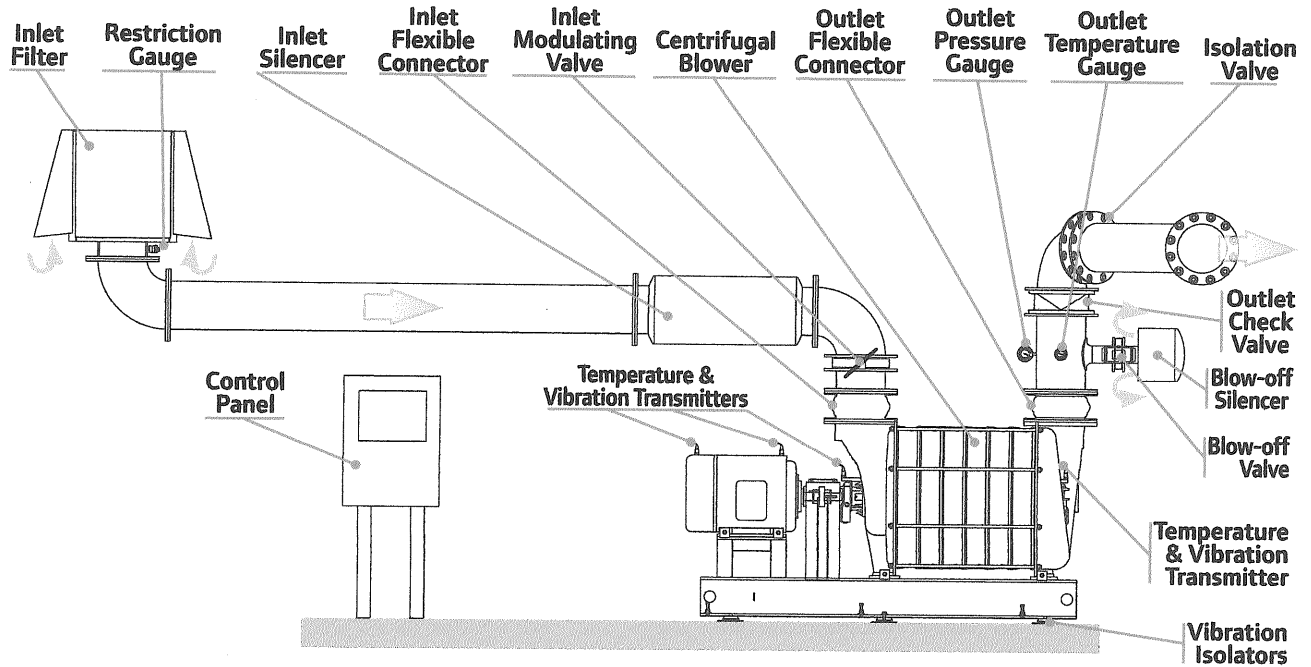
Unit Assembly

Each blower is designed and tested (per ASME/ISO) to provide a complete, compact, and reliable package. Special attention is given to base construction and motor/blower alignment to provide a vibration free installation.

Many accessories are available to meet environmental and operational requirements. These accessories include inlet filter/silencers, modulating inlet and discharge valves, flexible coupling and check valves. Controls are available from the basic surge protection to a full comprehensive PLC based control.

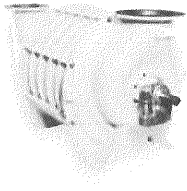
Under most conditions, no special base or foundation is required for installation allowing easy placement in new construction or replacement of existing, less efficient blowers with minimal site modifications.

Unit Assembly Diagram



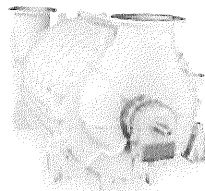
Range

PERFORMER series



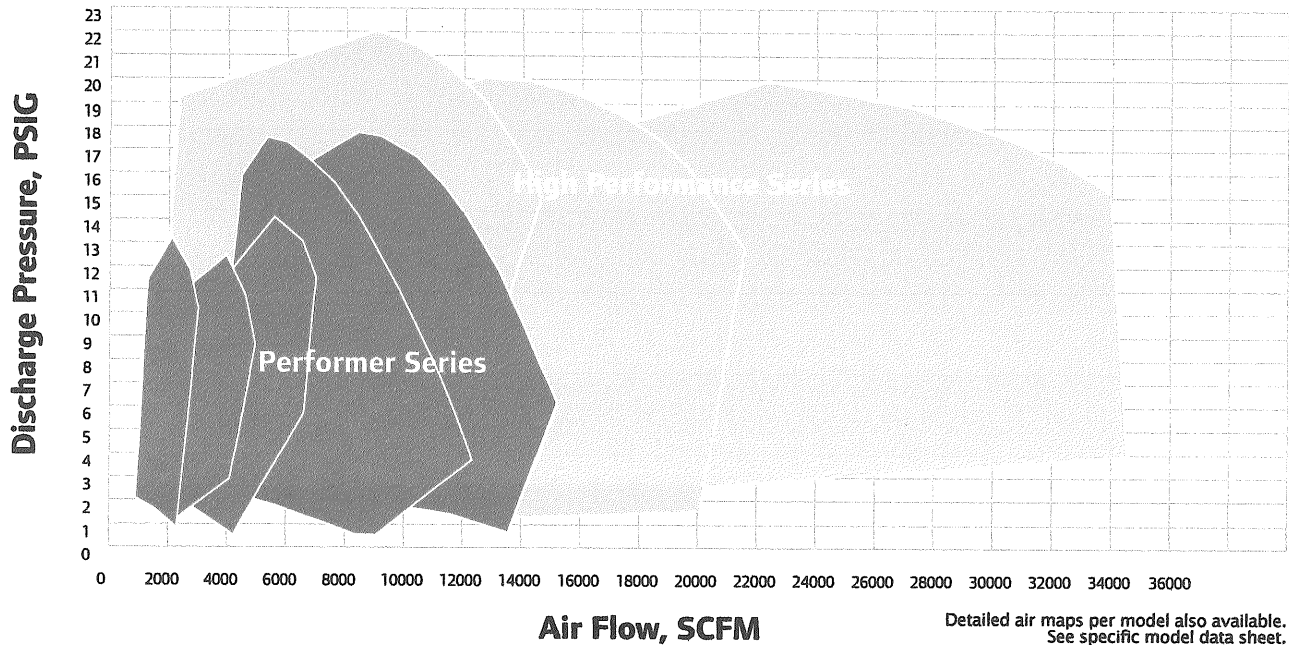
MODEL	INLET FLANGE (dia.)	OUTLET FLANGE (dia.)	IMPELLER (dia.)
60	8	6	24
100	10	8	24
200	12	12	25
350	16	14	28
450	18	16	28

HIGH PERFORMANCE series



MODEL	INLET FLANGE (dia.)	OUTLET FLANGE (dia.)	IMPELLER (dia.)
475	16	14	29
575	20	18	31
675	24	20	35

All dimensions in inches.



Multistage Centrifugal Blower

PERFORMER series

The rugged and reliable Hibon Performer Series (models 60, 100, 200, 350, 450) provides a wide range of efficient low pressure solutions for the most critical applications.

Best suited for constant pressure and variable flows you will find the Performer as a critical component to power plants, oil refineries, mines and wastewater treatment plants. Offering state-of-the-art impeller, seal, and oiler design, Hibon leads the industry in efficiency and maintenance free operation. Combine this with high quality accessories and PLC controls and your Performer will provide trouble free operation for years.

Manufactured with precise internal clearances for maintenance free operation. Offer spark free operation while providing some of the highest efficiencies in the industry.

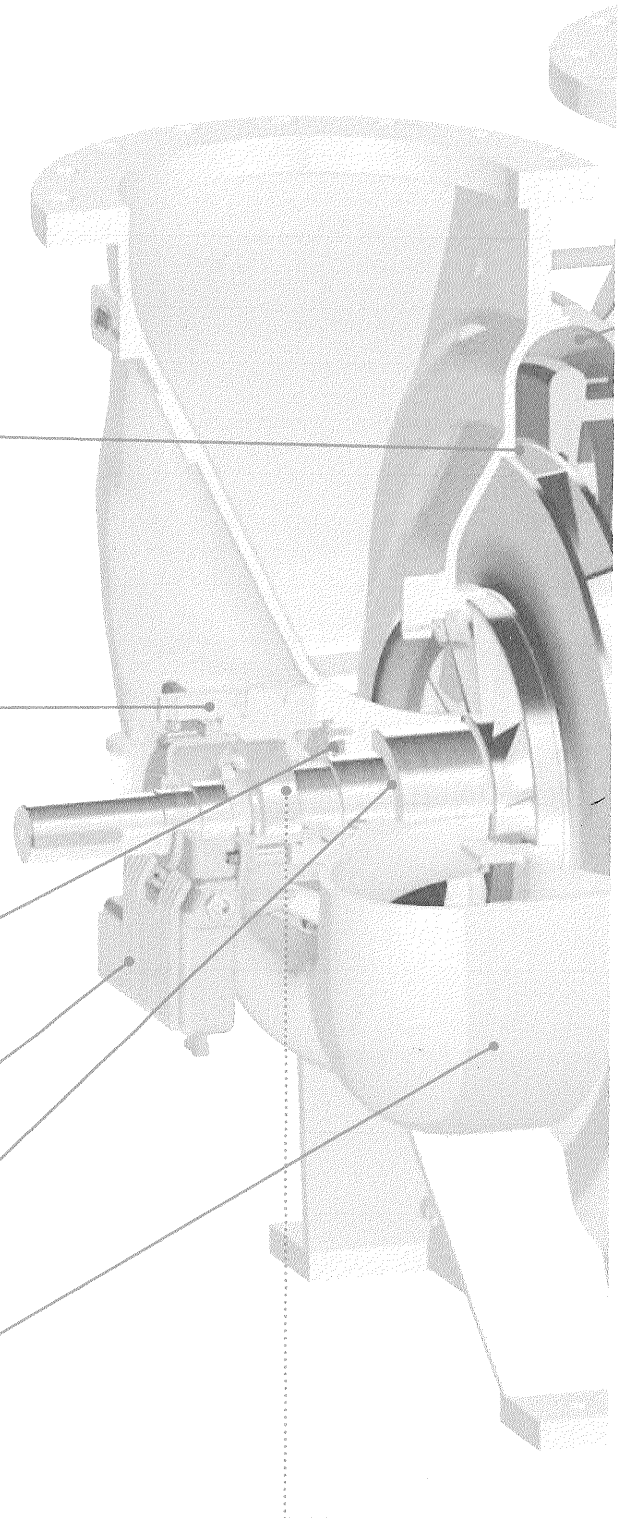
Inboard and outboard bearing housings are manufactured from cast iron. They are precision machined to ensure parallel alignment to the casing and offer a unique one-piece design with a labyrinth seal to eliminate oil leaks and pressure build up sometimes found in multi-component housings. Protruding mounting block for optional vibration transducers simplify mounting and vibration monitoring. Bearings can be changed onsite without blower tear down.

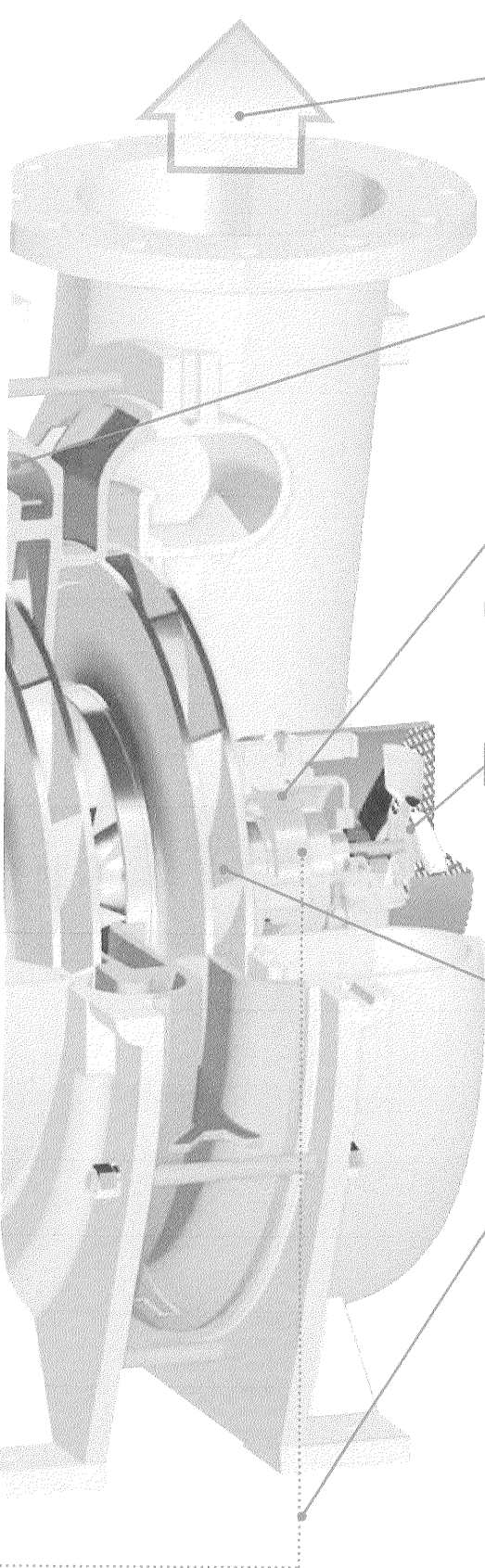
Single carbon ring seals reduce air leakage. Double carbon ring seals with purge available upon request for special applications.

Constant Level Oiler with easy to read sight glass. Oil housing is cast aluminum for optimal heat dissipation with large oil sump.

Shaft is SAE 1045 (XC 38) steel.

Blower inlet / outlet heads and intermediate sections are fabricated from close grained cast iron ASTM A 48 class 30B (FGL 200) for superior strength.





Compressed discharge air or gas is guaranteed 100% oil free. Engineering expertise and quality manufacturing ensure the pressure and volume required for every critical application.

High efficiency large turning radius of interstage channel minimizes friction and ensures maximum efficiency.

Type C3 Ball Bearings are designed for 100,000 hours of trouble free operation (AFBMA B-10). Bearings are oil bath lubricated by means of an integral constant level oiler for long service life.

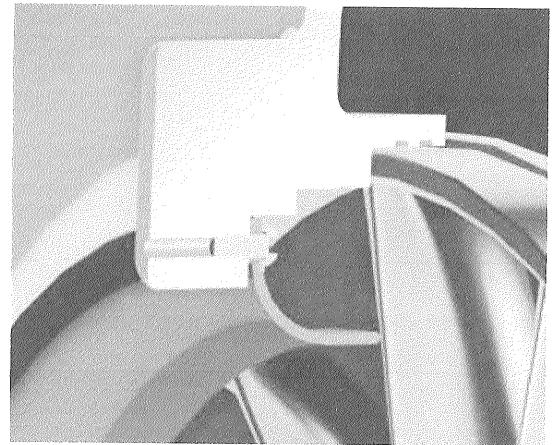
Optional shaft mounted cooling fan for high temperature applications.

Impellers are cast aluminum alloy with profiles that are computer designed and modeled for maximum aerodynamic efficiency. They are individually dynamically balanced and the complete rotor assembly is dynamically balanced for vibration free operation.

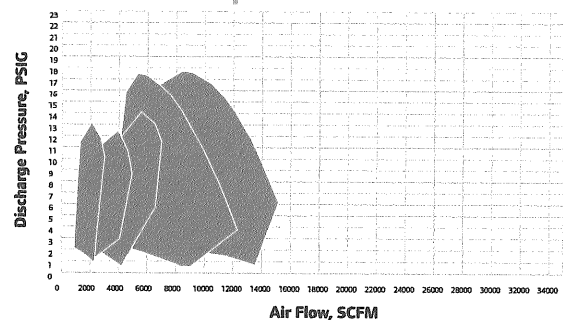
Minimal bearing span to reduce vibration.

Impeller Seal Assembly and Internal Features

- Radial labyrinth on impellers and labyrinth seal on interstage spacers
- Minimises leakage between stages
- Optimized profile stainless steel baffle
- Optional internal baffle material and internal surface coating and plating available



Air Map



Detailed air maps per model also available. See specific model data sheet.

Multistage Centrifugal Blower

HIGH PERFORMANCE series

The state-of-the-art Hibon High Performance Series (models 475, 575, 675) provides high volume flow and the highest pressure range of the Hibon line. The High Performance takes over where the Performer leaves off and brings technical improvements that make it one of the highest efficiency blowers in the market today. Like the Performer, the High Performance Series is best suited for constant pressure and variable flows. You will find the High Performance Blower as a critical component to power plants, oil refineries, mines and wastewater treatment plant. Offering state-of-the-art impeller, seal, and oiler design, Hibon leads the industry in efficiency and maintenance free operation. Combine this with high quality accessories and PLC controls and your High Performance Series Blower will provide trouble free operation for years.

Manufactured with precise internal clearances for maintenance free operation. Offers spark free operation while providing some of the highest efficiencies in the industry.

Cast iron inlet baffle for increased reliability

Inboard and outboard bearing housings are manufactured from cast iron. They are precision machined to ensure parallel alignment to the casing and offer a unique one-piece design with a labyrinth seal to eliminate oil leaks and pressure build up sometimes found in multi-component housings.

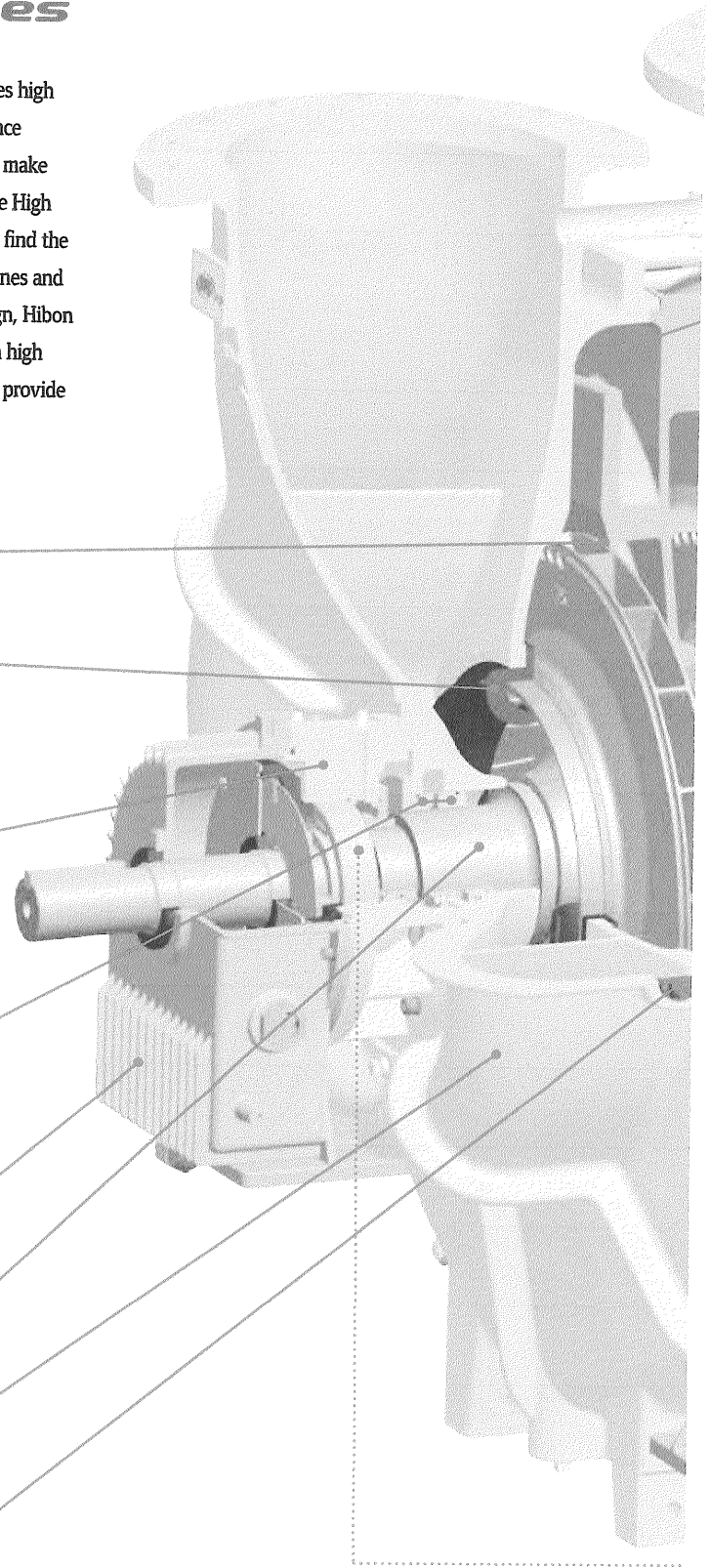
Standard design uses abrasion labyrinth shaft seals to reduce air leakage. Double carbon ring seals with purge available upon request for special application.

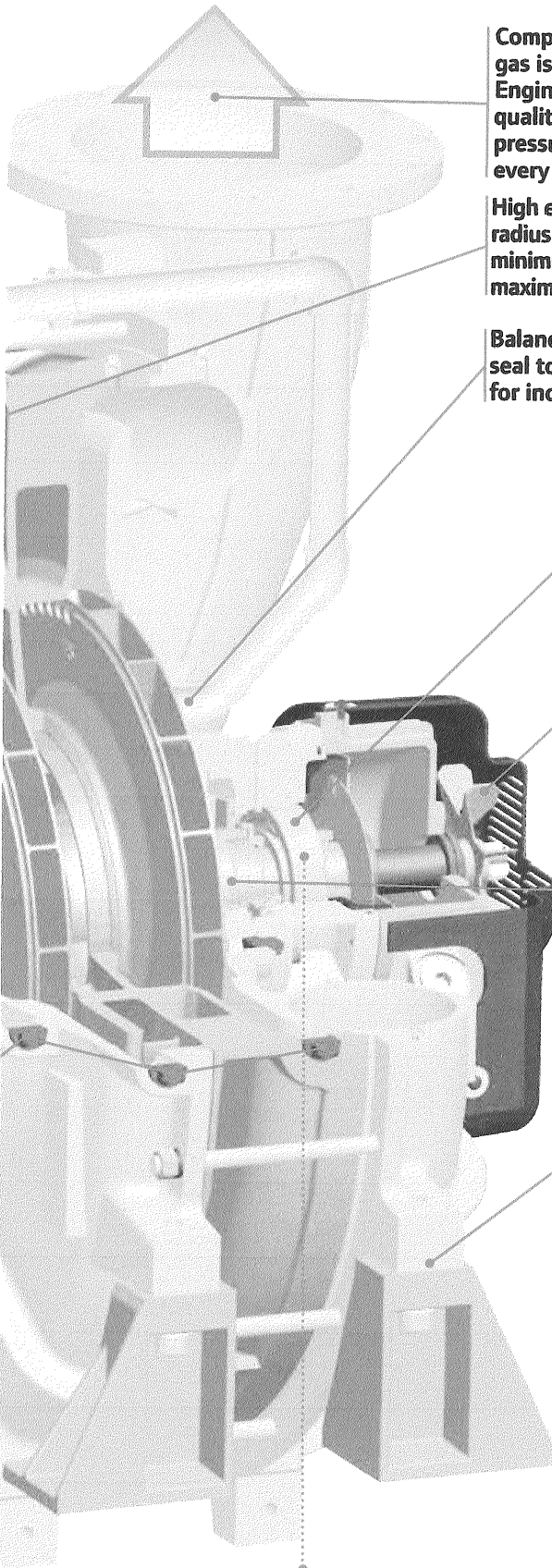
Inboard and outboard oversized cast aluminum oil reservoir has a larger oil capacity for improved cooling and lubrication. Bearing lubrication is insured by shaft mounted oil thrower discs.

Shaft is SAE 1045 (XC 38) steel.

Blower inlet / outlet heads, and intermediate sections are fabricated from close grained cast iron ASTM A 48 class 30B (FGL 200) for superior strength.

Large 2" NPT diameter inspection ports.





Compressed discharge air or gas is guaranteed 100% oil free. Engineering expertise and quality manufacturing ensure the pressure and volume required for every critical application.

High efficiency large turning radius of interstage channel minimizes friction and ensures maximum efficiency.

Balancing drum with labyrinth seal to reduce axial loading for increased bearing life.

Type C3 Ball Bearings are designed for 100,000 hours of trouble free operation (AFBMA B-10). Bearings are oil bath lubricated by means of an oil splash lubricator.

Optional shaft mounted cooling fan for high temperature applications.

Impellers are cast aluminum alloy with profiles that are computer designed and modeled for maximum aerodynamic efficiency. They are individually dynamically balanced and the complete rotor assembly is dynamically balanced for vibration free operation.

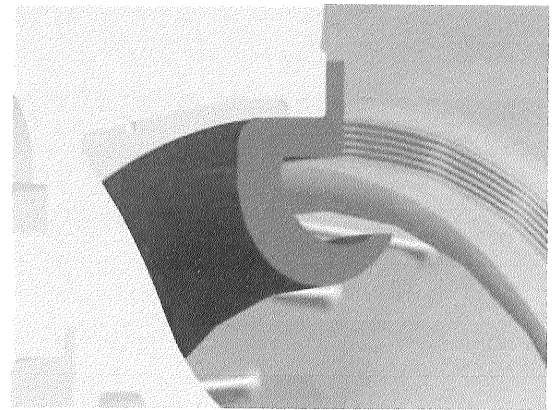
Supports brought closer to the center of gravity to reduce vibration and thermal growth effect.

Minimal bearing span to reduce vibration

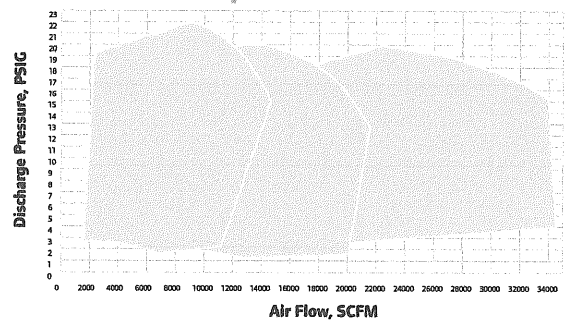
Seal Assembly and Internal Features

Patented impeller AES (Axial Eye Seal) is not affected by thermal expansion between the aluminum impeller eye and cast iron section. It eliminates issues caused by thermal expansion sometimes seen on blowers with several stages. With smaller clearances, tighter tolerances, and less leakage the AES provides one of the highest efficiency blower lines on the market today.

- Axial eyesel on impellers and labyrinth seal on interstage spacers
- Minimises leakage between stages
- Optimized profile stainless steel baffle
- Optional internal baffle material and internal surface coating and plating available



Air Map



Detailed air maps per model also available. See specific model data sheet.



hibon® Lube

- Use Hibon Lube regularly in your Performer and High Performance Series blowers to insure optimum performance and maximum life.
- Each bottle of Hibon Lube is furnished with convenient peel-off labels that can be used as reminders for the next oil change.



Ingersoll Rand (NYSE:IR) advances the quality of life by creating comfortable, sustainable and efficient environments. Our people and our family of brands—including Club Car®, Ingersoll Rand®, Thermo King® and Trane®—work together to enhance the quality and comfort of air in homes and buildings; transport and protect food and perishables; and increase industrial productivity and efficiency. We are a \$13 billion global business committed to a world of sustainable progress and enduring results.

www.hibon.com
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Product improvement is a continuing goal at Ingersoll Rand. Designs and specifications are subject to change without notice or obligation.



ETO TERMS AND CONDITIONS OF SALE COMPRESSED AIR SYSTEMS AND SERVICES

1. **General** Any written or oral order received from Buyer by Ingersoll-Rand Company ("Company") is governed by the Standard Terms and Conditions of Sale outlined herein ("Terms"). COMPANY'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THESE TERMS. Company rejects any terms and conditions inconsistent with these Terms and to any other terms proposed by Buyer in accepting Company's proposal. No agreement, oral or written, in any way claiming to modify these Terms and Conditions will be binding on Company unless agreed to in writing by an authorized representative of Company.

2. **Price Adjustment** Quoted prices are firm for shipments scheduled not more than 360 days from an acknowledged purchase order date. If shipments are scheduled beyond 360 days from the purchase order date or if shipments are delayed for the convenience of the Buyer beyond 360 days from the purchase order date, the quoted price will be adjusted as follows:

$$\pm \text{Price Adjustment \%} = (\text{Labor Cost \%} \times \text{ALI} + \text{Material Cost \%} \times \text{QMI})$$

ALI = Annual percentage change of Mercer or Eurostat Labor Cost Indices
QMI = Quarterly change of the Producer Price Index (PPI) (steel, iron, copper, aluminum)

$$\pm \text{Price Adjustment \%} = [.4 \times (\text{ALI})] + [.6 \times (.7 \times \text{Carbon Steel}) + (.2 \times \text{Cast Iron}) + (.05 \times \text{Copper}) + (.05 \times \text{Aluminum})]$$

Price adjustments will only be applied in the event the calculated Price Adjustment value is +3% or higher.

3. **Taxes** Prices do not include any present or future Federal, State, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this order ("Taxes"). All Taxes will be itemized separately. Buyer will be responsible for the payment of any Taxes to Company unless Buyer provides a valid exemption certificate. If the exemption certificate is not recognized by the governmental taxing authority, Buyer will reimburse Company for any Taxes, including any interest or penalty assessed against Company.

4. **Title and Risk of Loss** Title and risk of loss or damage to equipment will pass to Buyer upon tender of delivery FOB Company facility, except that Buyer grants Company a lien on and a purchase money security interest in and to all of the right, title, and interest of Buyer in the equipment purchased hereunder until full payment has been made.

5. **Credit Terms**

- a. **Payment** Buyer shall pay the amounts due to Company in full and in accordance with the terms specified on each invoice.
- b. **Invoice Disputes** Buyer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Buyer as true and correct. Should any dispute arise with respect to any goods delivered by Company to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
- c. **Late Payments** On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Buyer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due.
- d. **Acceleration** Should Buyer fail to make any required payment, Company may, without notice, declare all obligations of Buyer to Company immediately due and payable, whether or not such late charges are included in any statement

of account rendered by Company to Buyer.

- e. **No Partial Payments** Buyer will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies. Any partial payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.
- f. **Sufficient Funds** Buyer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer acknowledges that this representation will be materially relied upon by Company in extending credit to Buyer.
- g. **Right to Set-Off** Any payment received by Company from Buyer may be applied by Company against any obligation owing by Buyer to Company, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Buyer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Buyer under these Terms and Conditions or any other agreement.

6. **Financial Condition of Buyer**

- a. **Receipt of Goods While Insolvent** In the event that Buyer receives any goods from Company while Buyer is insolvent (as such term is used in §2-702 of the Uniform Commercial Code, United-States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.
- b. **Withdraw of Credit Approval** Company reserves the right before shipment of any goods ordered by Buyer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.
- c. **Material Adverse Change in Financial Condition** Notwithstanding the stated due date of any obligations, all obligations of Buyer to Company shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Buyer so that in Company's reasonable judgment Buyer's ability to pay the obligations has become impaired.
- d. **Verification of Credit References** Company is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Company may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.
- e. **Disclosure of Buyer's Right to a Statement of Reasons for Action** If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within 60 days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.

7. **Change Orders** Either Party may request in writing changes to the work, including but not limited to drawing, design and/or document revisions. If those changes affect the contract price or time required for performance of the work, Company will so advise Buyer in writing. The contract will be modified by written agreement signed by both parties to reflect those changes and any resulting changes in price and/or time required for performance.

8. **Drawings** A maximum of two (2) sets of changes to any single document and/or drawing can be requested by Buyer in accordance with Section 7 Change Orders, assuming Company has included Buyer's previous changes made to the documents/drawings in accordance with the contract when the same are under print approval. Buyer must return documents/drawings to Company with all relevant comments within two (2) weeks from the date on which they were sent from Company. If the documents /drawings are not received back by Company within two months from the date on which they were sent they will be considered approved and no revisions will be made. Additionally, there will be a four (4) day extension on any liquidated damages for each day the drawings are not returned after the specified two week period. Buyer will be assessed a fee for each additional drawing revision requested and for any drawings not returned within the specified two week period. If document/drawing revisions impact milestone dates, including delivery dates, such dates will be extended accordingly.
9. **Delivery** Company will deliver goods within a reasonable time after receipt of Buyer's order and in no event will delivery dates be construed as falling within the meaning of "time is of the essence."
10. **Force Majeure** Company will not be liable for any loss or damage due to delays arising from causes beyond the reasonable control of Company, including but not limited to any acts of God, fire, flood, earthquake or explosion, strikes or other labor difficulties, wars, riots, terrorist threats, national emergencies, or acts of governments. In such events, Company will have additional time within which to deliver or perform as may be reasonably necessary under the circumstances. If Buyer requires drawings, procedures, standards or similar material for approval, delivery schedules will be calculated from the time such approvals are received by Company. Any hold points, witness points, or Buyer inspection requirements must be identified by Buyer at the time of quotation and/or order placement. Additional inspection or testing required by Buyer will extend delivery dates accordingly.
11. **Order Holds** In the event that: (a) the Buyer places an order on hold for a period of up to sixty (60) calendar days from the hold notification; or (b) Company places an order on hold due to failure by Buyer to pay any milestone payment when due and such failure remains un-remedied for a period of five (5) business days; then the Buyer agrees to pay a storage fee of two percent (2%) of the total order value per week until the hold is removed. If the length of such hold exceeds sixty (60) calendar days, Company may, at its option and at any time thereafter, terminate the contract and recover the termination charges set forth in Section 11 ("Order Cancellation"). Any fees, charges, and assessments due under this Section 8 are liquidated damages intended to be a reasonable advance estimate of costs resulting from an order placed on hold and not a penalty. Additionally, Company is not liable for delays in performance of the work due to orders placed on hold, and Company's time for performance of the work will be extended for a period equal to the time lost by reason of such delay.
12. **Third-Party Vendors** Company will not be liable to Buyer for any delays in performance caused third-party vendors or any losses or damages arising out of equipment, parts, or components supplied by third-party vendors, if the use of such third-party vendor is required by Buyer. In the event such third-party vendor does not perform to Company's satisfaction, Buyer will approve a change to the third-party vendor or will, at Buyer's sole cost and expense, improve the performance of the third-party vendor to Company's satisfaction.
13. **Storage Fee** If Buyer is not able to accept delivery on the date agreed to by the parties, Buyer will pay Company a storage fee equivalent to one and one half percent (1.5%) of the total order value per calendar month or fraction thereof (calculated and charged on a per day basis) until the date of delivery ("Storage Fee"). Additionally, if Company is performing installation services and at the time of delivery Buyer's location is not ready or is unsafe for installation, Company reserves the right to postpone or to discontinue work. In such event, Company may charge Buyer an amount equivalent to the Storage Fee until such time that the location is ready and safe for installation, as determined by Company.
14. **Warranty** Company warrants that the equipment manufactured by it and services provided by it will be free from defects in material and workmanship, for the duration of the specified Warranty Period. For new equipment, a period of twelve (12) months from the date of initial operation not to exceed eighteen (18) months from shipment, whichever first occurs; for parts and services, six (6) months from

the date of shipment; for services, six (6) months from the date of installation, inclusive of transportation and installation costs if installed by Company or six (6) months from the date of delivery exclusive of transportation and installation costs if not installed by Company (each a "Warranty Period"). Equipment or parts manufactured by others are warranted only to the extent of the original manufacturer's warranty to Company.

If equipment, parts or services are nonconforming, Buyer must provide prompt written notice to Company within the Warranty Period, and Company will, at its option, correct such nonconformity by suitable repair or replacement to equipment or part or correction to defective workmanship. If repair or replacement is not feasible, Company will, at its option, refund the full purchase price for such equipment, part or service.

Company will have no responsibility to repair or replace defective equipment, parts or service resulting from Buyer's failure to store, install, maintain, or operate the equipment according to Company's specific recommendations or in accordance with good industry practices. Company will not be liable for any repairs, replacements or adjustments or any costs of labor performed by Buyer or any third-party without Company's prior written approval. This warranty will not apply to any non-standard component which Buyer directs Company to use or add to the equipment. The effects of corrosion, erosion, deterioration occasioned by chemical and abrasive action or excessive heat, and normal wear and tear are specifically excluded from the warranty.

COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Correction of defects whether patent or latent, in the manner and for the duration of the Warranty Period, will constitute fulfillment of all Company's liabilities for such defects with respect to or arising out of equipment, parts, or services provided hereunder. Warranty work does not assure uninterrupted operation of equipment.

15. **Order Cancellation** If Buyer cancels an order, Buyer will pay a cancellation fee to Company in an amount equal to Company's direct out of pocket costs incurred plus a percentage of the order value to cover sales and administrative expenses. The percentage is based on the proportion of time which has elapsed from the date the order is placed to the originally scheduled shipment date as follows:

Percent of time elapsed from PO date to scheduled ship date	Cancellation fee % of PO Value
0-10%	5%
11-20%	15%
21-30%	25%
31-40%	35%
41-50%	45%
51-60%	55%
61-70%	65%
71-80%	75%
81-90%	85%
91-100%	95%

16. **Compliance with Laws** Company will comply with all applicable laws and regulations in effect in the location of manufacture on the date an order is placed. Compliance with any local governmental laws or regulations relating to location, use, or operation of the equipment, or its use in conjunction with other equipment, will be the sole responsibility of Buyer. Equipment purchased hereunder is produced in accordance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that

administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

17. **Export Control** Buyer agrees not to disclose or export, either directly or indirectly, any Company technology or information, or the direct product thereof, to any destination or person if such disclosure or export is prohibited by U.S. laws and regulations. In particular, Buyer will not use and will not permit any third party to use Company technology or information in connection with the design, production, use or storage of chemical, biological or nuclear weapons or missiles of any kind. This paragraph will survive the termination of this contract.

18. **Patent Indemnity** Company will defend Buyer against any proceeding based upon a claim that the equipment manufactured by Company infringes any U.S. patent, provided that Company is promptly notified in writing and given authority, information, and assistance for defense of the same. If any claim materially interferes with Buyer's use of the equipment, Company will, at its option, procure for Buyer the right to continue to use such equipment, modify it so that it becomes non-infringing, replace it with non-infringing equipment, or will remove the equipment and refund the purchase price. Company does not accept any liability whatsoever in respect to patents claiming more than the equipment furnished hereunder or claiming methods or processes to be carried out with the aid of such equipment. The foregoing states the entire liability of Company with regard to patent infringement.

19. **Limitation of Liability** THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF COMPANY WITH RESPECT TO THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE FOR THE EQUIPMENT, PART OR SERVICE THAT IS THE BASIS FOR THE CLAIM. IN NO EVENT WILL COMPANY BE LIABLE TO BUYER, ANY SUCCESSORS IN INTEREST, OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUE ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT, PART OR SERVICE HEREUNDER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, OR OTHERWISE.

20. **Assignment** Buyer will not assign or transfer this contract without the prior written consent of Company, and such consent will not be unreasonably withheld. Additionally, Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of Company. In the event that Buyer does not provide such notice to Company and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets to the date Company learns of such asset sale.

21. **No Waiver** No waiver by Company of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, partial exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof.

Governing Law The rights and obligations of the parties will be governed by the laws of the State of North Carolina excluding any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this contract.

22. **No Reference Required** Buyer and Company agree that each order shall constitute a separate contract, the performance of which will be governed exclusively by these Terms. This Agreement shall govern an order regardless of whether or not this document is attached to or referenced in the order.

Specifically excluded from applicability to an order include, but are not limited to: (i) any Buyer or other terms and conditions contained in the order, including terms contained on the reverse side of the order; (ii) any reference in an order to either Company's or Buyer's Internet site for terms and conditions; (iii) any reference in an order to any other agreement, document or terms unless such reference specifically states, in the same sentence as the reference, that this Agreement, or any subsection shall not apply and Company signs the order document (i.e. a Frame, Master, or Global Agreement between Company and Buyer). In the event of a conflict between any terms and conditions of an order (except (iii) above), Terms shall prevail and govern the order.

American Rescue Plan Grant Funding

Background Information

Under the American Rescue Plan Act (ARPA) of 2021, the Coronavirus Local Fiscal Recovery Fund (CLFRF) provides emergency funding for eligible local governments. CLFRF funding is provided at a 100% federal share. The U.S. Treasury manages the distribution of these funds to Texas counties and cities with populations above 50,000. Cities, villages, towns, and townships serving populations of less than 50,000 are classified as non-entitlement units (NEUs) of local government and will receive funding distributed by TDEM, with the City of La Porte having a total allocation of \$8,675,125.29, with no matching requirement for participating in the program. Local Recovery Funds were paid in two tranches, each for 50% of a recipient's allocation, with the City of La Porte receiving its first allocation of \$4,333,280.68 on August 23, 2021, and the second allocation of \$4,341,844.61 on September 26, 2022.

The American Rescue Plan requires that funds be expended by December 31, 2026, for the following purposes:

- (1) To respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- (3) For the provision of government services to the extent of the reduction of revenue of such State, territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or tribal government prior to the emergency; or
- (4) To make necessary investments in water, sewer, or broadband infrastructure.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 8, 2023

Requested By: Ray Mayo, Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Notification and Access Report 23020,
DXI Bid for 23020

Appropriation

Source of Funds: 002 – Utility Fund

Account Number: 002-7084-533-2007
002-7087-532-2007

Amount Budgeted: \$6,600.00
\$140,000.00

Amount Requested: \$3,600.00
\$58,725.00

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

City of La Porte Bid # 23020, Annual Requirements Contract for Liquid Chlorine, was opened on March 7, 2023. The bid was advertised on February 16th and February 23rd editions of the Bay Area Observer, posted on Public Purchase and the City website. A total of eight (8) vendors accessed the bid documents, with only one supplier providing a bid.

The single bid was provided by DXI Industries. Chemicals of this type have seen significant price increases, but currently the market is stable. DXI has confirmed these bid prices will remain unchanged for one year. Market conditions could increase or reduce prices in the following renewal years. The bid was structured for estimated quantities to establish unit prices for 150 pound and one-ton cylinders. The contract term has been modified to coincide with the budget year. The current contract term will end on September 31, 2023, with the option for two (2) consecutive one-year renewals. The estimated annual expenditure will be \$123,131.00. The estimated expenditure for the remainder of this budget year will be \$62,325.00.

Staff recommends award of Bid #23020 to DXI Industries to provide liquid chlorine for water and wastewater treatment. DXI has been the preferred chemical provider for the City of La Porte for over 20 years. They have a proven record of dependability and safety.

Benefits:

- Acceptance of the bid will provide stable chlorine prices for one year.

Liabilities:

- The future world market for chemicals is volatile.
-

ACTION REQUIRED BY CITY COUNCIL

Award Bid #23020 for Annual Requirements Contract for Liquid Chlorine to DXI Industries not to exceed annual budgeted amounts.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

Notification & Access Report to Sealed Bid #23020 - Liquid Chlorine

Notification Report

Vendor Name	Reason
Brenntag Southwest, Inc.	Bid Notification
Commercial Chemical Products, Inc	Bid Notification
DXI Industries, Inc.	Bid Notification
DXI Industries, Inc.	Bid Notification
G-SPEC RESOURCES CORP.	Bid Notification
Global Treat Inc	Bid Notification
Kleen-Tech	Bid Notification
Pencoco, Inc.	Bid Notification
Pool & Electrical Products, Inc.	Bid Notification
PVS Technologies, Inc.	Bid Notification
Univar USA Inc.	Bid Notification

Access Report:

Vendor Name	Document
School Wholesale Supplies LLC	
CMS	
Commercial Chemical Products, Inc	Sealed Bid #23020 Liquid Chlorine.pdf
Wayne Enterprises	
The Bid Lab	
DXI Industries, Inc.	Sealed Bid #23020 Liquid Chlorine.pdf
ATLANTIC PETROLEUM & MINERAL RESOURCES, INC	Sealed Bid #23020 Liquid Chlorine.pdf
Dodge Data & Analytics	
Climate Survival Solutions	Sealed Bid #23020 Liquid Chlorine.pdf
Brenntag Southwest, Inc.	Sealed Bid #23020 Liquid Chlorine.pdf
Tukmol General Contractor	
Perkens WS Corporation	Sealed Bid #23020 Liquid Chlorine.pdf
PVS Chemicals, Inc.	Sealed Bid #23020 Liquid Chlorine.pdf
Univar USA Inc.	Sealed Bid #23020 Liquid Chlorine.pdf



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

ANNUAL REQUIREMENTS CONTRACT FOR:

Bid Number	Sealed Bid #23020
Bid Title	Annual Requirements Contract for Liquid Chlorine
Bid Start Date	Thursday, February 16, 2023
Bid End Date	Tuesday, March 07, 2023, 2:00 p.m. CST
Question & Answer	
End Date	Tuesday, February 28, 2023, 2:00 p.m. CST
Bid Contact	Purchasing Division Purchasing@laportetx.gov
Contract Duration	AS PER SOLICITATION STATED TERMS
Prices Good for	90 days
Pre-bid Conference	No Pre-bid Conference is scheduled for this solicitation.
Bid Comments	The City is soliciting competitive bids for liquid chlorine. The liquid chlorine shall be used in the city's Wastewater Treatment Plants. For bidding purposes, the quantities are estimated and may vary during the contract term.



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Pricing Offer Form to Sealed Bid #23020

Item 1A

Quantity/UOM 50 Each
Unit Price \$2349.00 Extended Price \$117,450.00
Delivery Location City of La Porte Wastewater Treatment Plant
Description Chlorine cylinders as per specifications; 1 TON each (including delivery or fuel charge)

Item 1B

Quantity/UOM 1 EACH
Unit Price Ø Extended Price Ø
Delivery Location City of La Porte Wastewater Treatment Plant
Description Cylinder deposit for Item 1A, if applicable

Item 1C

Quantity/UOM 1 EACH
Unit Price Ø Extended Price Ø
Delivery Location City of La Porte Wastewater Treatment Plant
Description Hazmat Fee for Item 1A, if applicable

Item 1D

Quantity/UOM Minimum Order Quantity, if applicable N/A
Delivery Location City of La Porte Wastewater Treatment Plant



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Item 2A

Quantity/UOM	23 EACH		
Unit Price	<u>\$247.00</u>	Extended Price	<u>\$5,681.00</u>
Delivery Location	City of La Porte Wastewater Treatment Plant		
Description	Chlorine Cylinders as per specifications, 150lb cylinders		

Item 2B

Quantity/UOM	1 EACH		
Unit Price	<u>0</u>	Extended Price	<u>0</u>
Delivery Location	City of La Porte Wastewater Treatment Plant		
Description	Cylinder deposit for Item 2A, if applicable		

Item 2C

Quantity/UOM	1 EACH		
Unit Price	<u>0</u>	Extended Price	<u>0</u>
Delivery Location	City of La Porte Wastewater Treatment Plant		
Description	Hazmat Fee for Item 2A, if applicable		

Item 2D

Quantity/UOM	Minimum order quantity, if applicable		<u>N/A</u>
Delivery Location	City of La Porte Wastewater Treatment Plant		

Delivered 3-5 days after receipt of order.



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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 %

PLEASE INDICATE IF A CERTIFIED HUB VENDOR: Yes _____ No ☒

Company Name: DXE Industries Authorized Signer: Janel Bakke
(Printed Name)

Telephone No: 281-457-4848 Authorized Signer: Janel Bakke
(Signature)

E-mail: jbakke@dxgroup.com



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INVITATION TO BID NO. 23020

Annual Requirements to Purchase Liquid Chlorine

PRE-BID CONFERENCE

No pre-bid conference will be held

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 the City. 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.

DOCUMENTS ARE DUE PRIOR TO:

Tuesday, March 07, 2023, @ 2:00 P.M. Central Standard Time

****NO LATE BIDS WILL BE ACCEPTED****

DOCUMENTS MAY BE DELIVERED TO:

City of La Porte

Purchasing Manager

604 W. Fairmont Parkway

La Porte, Texas 77571

Bids shall be submitted in sealed envelopes. Outside of envelope shall be clearly marked with the Bid Number, Closing Date and Name and address of the bidder.

NO LATE BIDS WILL BE CONSIDERED



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RESPONSIVE BIDDER CHECKLIST

The following documents must be included in your bid to be considered responsive:

- ☒ Bid Execution Page (appropriate for bidders' form of business organization (e.g., sole proprietorship, corporation, partnership or joint venture) **(REQUIRED)**)
- ☒ Pricing Proposal Form **(REQUIRED)**
- ☒ Insurance Requirements **(COI REQUIRED UPON AWARD)**
- ☒ Conflict of Interest Questionnaire **(REQUIRED)**
- ☒ Local Bidder Preference **(OPTIONAL, as applicable)**
- ☒ House Bill 89 Verification Form **(REQUIRED)**
- ☒ Form 1295 **(REQUIRED UPON AWARD)**
- ☒ Bond forms **(REQUIRED Bid bond at opening, REQUIRED Performance and Payment upon award, if forms are included in the solicitation)**
- ☒ Other required submittals **(REQUIRED, if included)**



INFORMATION AND COMPLIANCE:

Posting of Invitation to Bid Opening:

1. The City of La Porte ("the city") provides solicitation packages containing various documents that require completion by the offeror. This information must be completed prior to the date and time set for the bid opening and shall be included with the returned solicitation documents to be considered a responsive Offer.
2. 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.
3. Annual Requirement Contracts shall be for a predetermined period as specified in the written document. The quantities specified are estimates only of our projected annual requirements. The award of an estimated annual requirements contract allows the City to use the goods and/or services as the requirements and needs of the City arise on an annual basis and as needed during any subsequent and consecutive renewal period(s) and providing funding is available. The City is not obligated to pay for or use a minimum or maximum amount of goods and/or services during the contracted term. Payment will be made pursuant to the unit prices bid in the contract and only for an amount that is used by the City. Bidder shall have no claim against the City for anticipated profits for the estimated quantities listed, diminished, or deleted.
4. If required by the solicitation documents, bid security shall be submitted with the offer. Any response submitted without the required bond, payment bond, or cashiers/certified check, shall be considered non-responsive and shall not be considered for award. Performance and/or payment bonds, when required shall be submitted to the City, prior to commencement of any work pursuant to the contracting requirements and process.
5. Solicitation packages are typically provided at no cost. If a fee is to be charged it will be so stated in the Invitation to Bidders.



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6. The city will not be liable for any costs associated with the preparation, transmittal or presentation of any solicitation submission or materials submitted in response to any solicitation.
7. The primary way to obtain solicitation documents is by downloading them from the City's third-party provider, PublicPurchase.com.

7.1 Bidders are solely responsible for obtaining all Bid Documents, including forms, clarifications, drawings, and Addenda. Bidders are solely responsible for checking Public Purchase while the bid is active for clarifications, supplemental instructions, forms and/or addenda regardless of how the bid documents are obtained. The City will ONLY publish this information on Public Purchase and will not be responsible for a bidder's failure to obtain or include additional information provided on Public Purchase.

7.2 If a prospective bidder is unable to download the solicitation 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.

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

8. All bid forms must be completed in ink or typewritten. Bidders may not change any of the documents provided within the bid. Any change made may result in rejection of the bid and will not be binding upon the City.

If a bidder either electronically scans, re-types or in some other way reproduces the City's published solicitation 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 offer, 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.

BIDDERS ARE SOLELY RESPONSIBLE FOR OBTAINING ALL BUD DOCUMENTS, INCLUDING CLARIFICATIONS AND ADDENDA

9. References made to a specific manufacturer or trade name in this solicitation is intended to be descriptive and not restrictive and to establish a desired quality level of merchandise or to meet a pre-established standard because of existing like items that have been previously deemed satisfactory by the City.

Alternate product(s) bid from those specified in this solicitation must include a detailed explanation and documentation to support how the alternate items proposed by the bidder can perform as well as or better than those specified. If no alternate is proposed, and accepted by the city, the Bidder will be required to provide the specific item(s) described in the specifications. No substitution of items will be allowed except as otherwise noted within the specifications.

Acceptable documentation to support proposed alternate items may include, but is not limited to:

- Product identification, including manufacturer's name and address.
- Manufacturer's literature identifying the product including a detailed description, reference standards, performance and test data.
- Samples, as applicable
- Contact information of similar applications where proposed product(s) has been used, date of product usage.
- Itemized comparison of proposed alternate item with product or service specified, listing significant variations.

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

- Proposed alternate item(s) 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.



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- Bidder is solely responsible to provide all pertinent product data with the offer.
10. Where offers for equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors are made, Bidder must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and must be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Furthermore, Bidder must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. Certification of licensing demonstrating bidder is an authorized dealer/distributor is to be provided by bidder when this requirement is applicable.
 11. The City of La Porte encourages the use of products made of recycled materials to the extent that doing so does not reduce or impair the quality of the item(s) and it is economically feasible. The city will be the sole judge in determining product selection and suitability.
 12. City shall not provide any interpretation of the meaning of plans, specification, or other pre bid documents to any prospective bidder orally. Such communication must be in writing.
 13. Questions or requests for additional information are to be submitted at PublicPurchase.com or to the Purchasing Division at purchasing@laportetx.gov . NO requests or questions are to be asked directly of program staff outside of pre-bid conferences. If a Staff or Council member is contacted by a potential bidder, the person contacted must politely decline to discuss the procurement and forward the inquiry to the Purchasing Division. Likewise, a bidder that contacts someone other than authorized Purchasing Staff in regard to a solicitation may be disqualified.

While the Purchasing Division staff may not be able to answer all of the technical questions asked by potential bidders, they will ensure that the information is provided to all potential bidders in such a way as to promote fair and equal competition.



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14. All bidders must familiarize themselves with the locations for contract performance as required by the solicitation documents so as to take into account any and all relevant conditions when preparing the offer. Successful bidder will not be paid additional compensation due to failure to account for conditions that may be observed by a site visit. Worksites shall be made accessible to the public during normal business hours. However, appointments for site visits are preferred.
15. All bidders shall carefully examine all solicitation documents before completing and submitting a bid in addition to inspecting the work site and being familiar with any condition at the site that may affect the Work.
16. A successful bidder that is awarded a contract is solely responsible for any and all cost arising from (i) failure to comply with the requirements of the bid documents including without limitation, the requirement to inspect the bid documents and the work site, 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.
17. Bidders must indicate any variance, no matter how slight, in the specification comments, on the proposal page, or pages attached thereto with the exact nature of the variance outlined in sufficient detail. If the variance information is not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions, and specifications.

The city does not necessarily accept any variance or exception contained in a bid by receiving the bid. Any variance or exception proposed is subject to review and approval by the City. Any material variance that, in the sole opinion of the city, makes the bid conditional in nature may result in the entire bid being rejected in whole or in part.

18. Pricing is to include any freight, handling, or other fees associated with the goods or services. No additional costs will be allowed if not specified in this proposal. Only sales taxes are to be excluded.



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19. Quantities shown in the solicitation documents represent estimated usage for the contract term 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.

Remainder of page left intentionally blank.



INFORMATION AND COMPLIANCE

Receiving Bids

1. A bid shall be submitted to the City at:
Information Desk
Attention: Purchasing Division
604 W. Fairmont Parkway
La Porte, Texas 77571
2. No oral, telegraphic, telephonic, or facsimile submittals will be considered or accepted.
3. One copy marked as "ORIGINAL" and one electronic copy shall be submitted.
4. The time clock/stamp used by the City Purchasing Division shall be the official time of receipt for responses submitted in hard copy paper form. All late submittals (received after the deadline posted) shall be considered void and unacceptable. Absolutely NO late submittals will be considered.
5. In case of inclement weather or any other unforeseen event causing the city to close for business on the date of a solicitation submission deadline, the solicitation closing will automatically be postponed until the next business day that the City is open.

If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

6. 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.



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Any bid that is not delivered prior to the date and time established for the Bid opening, including Bids mistakenly delivered to other 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 any messenger or courier service.

Remainder of page left intentionally blank.



INFORMATION AND COMPLIANCE

Bid Opening to Contract Execution

1. Bids will be opened and publicly read immediately following the deadline for submission 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 Staff in determining responsiveness and responsibility. Bid tabulations are public information and are posted on PublicPurchase.com typically within 3 business days of opening.
2. Unless a bid is expressly rejected by the City, all bids will remain in effect for sixty (60) days after bid opening. Bidder may not withdraw or cancel or modify bid for a period of sixty (60) days after the advertised closing time for 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 a bidder extend the effective period of their bid. Such a request will be made in writing and will require the bidder's written consent to the extension.

3. 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. Bidder agrees that by submitting this executed bid that at the time of submitting such documents, 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. This complete ordinance may be found on the City's website.
4. The City will not accept conditional bids or unbalanced bids that, in the sole discretion and authority of the City, is determined to be materially unbalanced
5. The Purchasing Division reserves the right to make corrections to bids for 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. If comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the "Unit Price" shall prevail.



6. The Purchasing Division shall make the determination of responsibility of each bidder. 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.
7. The City reserves the right to reject any or all solicitation submissions without cause prior to award, to waive formalities, or to proceed otherwise when in the best interest of the City.
8. If Bidder is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.
9. 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 Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
10. In the event of tie bids, preference will be given to the Bidder that offers the best value to the City in accordance with the specifications and State Law.
11. 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 include, but may not be limited to:

- All costs including installation, warranty, maintenance, overall life cycle.



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- Quality of the goods or services.
- Reputation of the bidder or bidder's goods and services.
- Extent to which the goods or services meet the City's needs.
- The bidders' 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 reserves the right to accept any item or group of items on this bid, unless the bidder qualifies their bid by specific limitations.

GENERAL STANDARD TERMS AND CONDITIONS

The City of La Porte General Terms and Conditions for Bidding and Contracts are posted on the City's website: <http://laportetx.gov/515/Purchasing> and are incorporated into this document by reference. An electronic PDF copy may be requested by calling 281-470-5126 or e-mailing purchasing@laportetx.gov.

The undersigned certifies by initialing:

1. To comply with all instructions, provision of required documents, specifications
2. That they have not conspired with any other potential supplier or person Or official in any manner to attempt to control competitive pricing
3. That they are duly qualified, capable, and bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy

Initials
JB

JB

JB



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4. Affirms that they will not discriminate against any employee or applicant as prohibited by law. Failure to comply may result in termination of contract.
5. Bidder has read and understands the General Terms and Conditions for Bidding and Contracts.

JB

JB

Authorized Signature: Janel Bakke (same as initials, above)

Printed Name: Janel Bakke

Date: 3/6/23

E-Mail Address: jbakke@dxgroup.com

End of Standard Terms and Conditions Certification



Scope of Work and Detailed Specifications

General

The City of La Porte is seeking competitive bids for the purchase and delivery of liquid chlorine on an as needed basis for the contracted term. The product(s) are used at the water treatment facilities. All product(s) and related services are to be provided in accordance with EPA Requirements and the information supplied in this solicitation document, including all Exhibits, and all applicable laws, standards, and regulations. These specifications describe the minimum requirements for a liquid chlorine contract. This contract is intended for routine and continuous usage, and for large projects that occur, the city reserves the right to go out for bids.

Product Availability

Bidder shall have sufficient stock to fill any order within the stated delivery time. Supplier agrees to notify the city when out of stock on any items due to circumstances beyond its control. The city is authorized to use other sources to purchase stock if it is not available from the supplier.

Technical Requirements

The plant typically orders 1 or 2 one-ton containers each order with the annual one-ton purchase total being 40 to 50 containers. The typical number of 150 lb. cylinders each order is 5 or 6 with orders being placed 4 or 5 times each contract year, depending on ground water demand.

Quality of Product

Liquid chlorine shall be a minimum of 99.5 percent pure by volume as obtained from vaporized liquid.



Cylinder Specifications

- Valve protection hoods shall be on both types of cylinders that we order (one ton and 150 lb.)
- All tanks shall be stamped with appropriately sized letters indicating Department of Transportation specification numbers; owner identifying symbol, and serial number; inspector's mark; date of original tank test; and the water capacity in pounds.
- Tare weight must be stamped and clearly visible on tank.
- Plastic, weatherproof placards, labels, stickers, and appropriate warning signs shall be provided with emergency telephone numbers and placed at designated locations where material is to be used. All costs for these shall be included in the pricing.
- All cylinders will be free from leaks and faulty valves.
- Chlorine is to be supplied as specified, one ton cylinder or one hundred fifty-pound cylinder. All cylinders are to be properly maintained, reconditioned and loaded for delivery in accordance with the latest revised requirements of the Chlorine Institute and the Interstate Commerce Commission. Repeated or consistent cylinder condition issues may result in termination of the Contract.
- Supplier is solely responsible for the proper loading of used cylinders and the proper unloading of full cylinders delivered. Damages to City property due to any negligence on the part of the supplier will be the supplier's sole responsibility.

Delivery, Loading and Unloading

Deliveries are to be made to the treatment plant located at 1301 S. 4th Street, La Porte, Texas 77571. All truck drivers are to be properly CDL licensed by the State and trained in safe operating procedures of loading and unloading liquid chlorine.



All equipment used for delivery shall be clearly labeled with the name of their company when performing services and shall have been inspected and maintained to manufacture recommendations. Additionally, employees shall be identified as belonging to the company by wearing uniforms with company labels, or wear identification badges at all time when performing services for the City of La Porte.

Delivery hours are between 7:00 am and 3:00 pm, Monday through Friday. Orders are required to be delivered at the facility within 48 hours after receipt of order. Repeated late deliveries or other related delivery issues may result in termination of the contract. The contact for delivery is Billy Brooks, Supervisor, 281-470-8140, 7:00 am to 3:00 pm, Monday through Friday.

The city may require an “emergency” delivery where product must arrive within 24 hours and not the usual 48-hour requirement after receipt of order. These deliveries are requested only when necessary to maintain compliance. They shall be billed at the “regular” delivery pricing. This situation is infrequent, typically no more than 5 annually.

The Bidder is solely responsible for loading used containers and unloading full containers as well as any damages to property of the City caused by negligence on the part of the Bidder.

Emergency Response:

All bidders must demonstrate the ability to react 24 hours a day, 365 days per year within one hour to any and all product or container related emergencies, upon request by the City’s authorized representative. The City shall bear no charge for such response(s) and bidder shall replace defective equipment at no cost to the city.



LIABILITY – Bonding and Insurance

Bonding:

Any person, firm or corporation entering a public work contract with the City is required, before beginning the work, to provide a **performance bond** in the amount of the contract and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents is required if the contract is in excess of \$100,000. City forms shall be provided when necessary.

Any person, firm or corporation entering into a public work contract with the City is required, before beginning the work, a **payment bond** in the amount of the contract issued solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material is required if the contract is in excess of \$50,000. City forms shall be provided when necessary.

A bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code). The bond must be payable to the city and its form must be approved by City Counsel. The bond must clearly and prominently display on the bond or on an attachment to the bond:

- 1) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- 2) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

Insurance Requirements

Contractors performing work on City property or public right-of-way for the City of La Porte shall provide the City a certificate of commercial general liability insurance or a current copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. The policy shall be maintained for the duration of the agreement. Duration of the agreement includes the time from the beginning of the agreement until the agreement is completed and accepted by the City. Contractor's insurance will be *primary* payer. 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.

All insurance companies and coverages 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.

Listed below are the minimum types and amounts of insurance required. The coverage amounts designated are minimum requirements and do not establish limits of the Contractor's liability. **The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.**

Workers' Compensation

State: Statutory

Employer's Liability:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

General Liability:

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Automobile Liability:

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

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

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, shall provide the City with 30-day notice of cancellation or materially changed or non-renewed. Within the 30-day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. The policy shall name the City of La Porte as an additional insured. If Contractor fails to comply with this requirement, The City at its sole discretion, may:

Immediately suspend Contractor from any further performance under this Agreement/purchase order and begin procedures to terminate for default.

Please provide certificate to: City of La Porte Purchasing Division
604 W. Fairmont Parkway
La Porte, Texas 77571

Or E-mail to Purchasing@laportetx.gov



Annual Requirements Contract Term

A contract resulting from this bid shall be effective from the date of award until September 30, 2023, to coincide with the City's fiscal year period(s) and shall include the possibility of one-year consecutive renewals for a maximum contract duration of three (3) years. The City anticipates that the contract shall be renewed pursuant to the availability of funds and ~~at the sole discretion of the City~~. It is agreed that the City shall have the option to automatically extend the Contract in consecutive one-year increments. An option to extend will not be considered if funding is unavailable or if the Contractor's past performance is not satisfactory as determined by the city.

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

*upon mutual agreement
between city and vendor



Annual Requirements Contract Pricing

Such renewal shall be for the same compensation set forth in the Invitation to Bid and prices may be adjusted to reflect the Consumer Price Index (Urban) sixty-four (64) days prior to the effective date of the renewed contract. The Consumer Price Index for all Urban Areas (CPIU) is an economic indicator most widely used to measure inflation for prices of goods and services purchased for consumption by urban households. The CPIU is the percentage of change from the current month to the same month 12 months previously. This index is issued by the U.S. Department of Labor, Bureau of Labor Statistics. A calculation example is included for your reference.

EXAMPLE: August 2022 CPI/August 2021 CPI-1 + Percentage Increase

252.146 / 245.519 -1 = 2.70% increase allowed if approved

The index published with the most recent date available shall be used as base for determining a price adjustment(s) effective the first available renewal period, and subsequent renewal periods, should a renewal option be exercised.

Volatile markets do not always allow for utilizing this policy/process. Any unit price adjustment must be requested in writing, shall include the new unit price(s), shall be accompanied by the manufacturer's documentation, and the basis for the price adjustment clearly stated for the city to consider the requested change. The city requires 30 calendar days to implement a pricing change, unless prevailing market conditions do not allow for this time. All requests must still be submitted to Purchasing Division in writing. There shall be a minimum of at least 120 calendar days between pricing adjustments for annual contracts, however other considerations may be allowed after receiving a written request from the supplier properly documenting an immediate need for consideration.

PLEASE SELECT AND COMPLETE ONLY ONE OF THE BID EXECUTION FORMS THAT FOLLOW. COMPLETE ONLY THE FORM THAT APPLIES TO YOUR BUSINESS TYPE

1.A Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Solicitation Number 23020 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 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.

(Print or Type)
SIGNATURE OF PRESIDENT*: R. C. Karm
(Or Authorized Officer) (Signature)
TITLE OF SIGNATORY: R. C. Karm, President, DXI Industries, Inc.
(Print or Type)
BUSINESS ADDRESS: 1919 Jacintoport Blvd., Houston, TX 77015
(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.

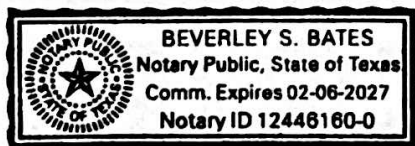
ATTEST: Brett C. Clapsaddle
(Assistant Corporate Secretary Signature) (Affix Corporate Seal)

State of Texas County of Harris

This instrument was acknowledged before me on this 27th day of February, 2023 by R. C. Karm as President
(or other authorized officer) and Brett C. Clapsaddle as Assistant Secretary of DXI Industries, Inc. (Corporation Name).
(Seal)

Beverly S. Bates
Notary Public Signature

Commission Expires: 2/6/27



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.

DXI Industries, Inc.

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

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

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 R. C. Karm, President
DXI Industries, Inc.

Signature of vendor doing business with the governmental entity

02/27/23

Date

House Bill 89 VERIFICATION

I, Janel Bakk (Person name), the undersigned

representative of (Company or Business name)

DVI Industries Inc.
(hereafter referred to as company) being an adult over the age of eighteen (18) years of age,
do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270::

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

This statement is exempt for sole proprietorship vendors, vendors who have less than 10 full time employees and contracts that are under \$100,000 of public funds.

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.

3/6/23

DATE

Janel Bakk

SIGNATURE OF COMPANY REPRESENTATIVE



PO Box 24600, Houston, Texas 77229-4600
www.dxgroup.com

PRODUCT SPECIFICATIONS

LIQUID CHLORINE

	<u>Minimum</u>	<u>Maximum</u>
Chlorine, Wt. %	99.5	—
Moisture, ppm	—	50
Chloroform, ppm	—	50
Carbon Tetrachloride, ppm	—	15
Non-Volatile Residue, ppm	—	50



1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: CHLORINE, LIQUID

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Intended use: Water chlorination, water treatment chemicals, chemical synthesis. This material is a registered pesticide.

Uses Advised Against: None identified. This is a pesticide product, do not use in a pesticide application that is not included on the label.

Company Identification:

DPC Industries, Inc.
DPC Enterprises, LP
DXI Industries, Inc.
Petra Chemical Company
PO Box 24600
Houston, TX 77229-4600

Emergency:

CHEMTREC (USA)

24 hour Emergency Telephone No.

(800) 424-9300

(281) 457-4888

www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Gases under pressure Oxidizing gases	Liquefied gas Category 1
Health hazards	Acute toxicity, inhalation Skin corrosion/irritation Serious eye damage/eye irritation Specific target organ toxicity, single exposure Specific target organ toxicity, repeated	Category 2 Category 1A Category 1 Category 3 Category 1(Lung) exposure
Environmental hazards	Very hazardous to the aquatic environment, acute hazard	Category 1

Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows:



Signal Word	Danger
Hazard Statements	May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. Fatal if inhaled. Causes skin irritation. Causes serious eye irritation. May cause respiratory irritation. Very toxic to aquatic life with long lasting effects. Harmful in contact with skin. Causes severe skin burns and eye damage. Causes serious eye damage. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects. May be corrosive to metals
Precautionary Statements	
Prevention	Keep / Store away from combustible materials. Keep reduction valves free from grease and oil. Do not breathe mist / vapors / spray. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear protective gloves / eye protection / face protection. Wear respiratory protection.
Response	IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash before reuse. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor / physician if you feel unwell. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. Immediately call a POISON CENTER or doctor / physician. If eye irritation persists: Get medical advice / attention. IN CASE OF FIRE: Stop leak if safe to do so.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents / container in accordance with local / national regulations.

Safety Data Sheet

3. Composition/information on ingredients

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.

Ingredient	CAS Number	Percent (%)
Chlorine	7782-50-5	99.5-100

4. First Aid Measures

General	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Move victim to fresh air. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one- way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult. GET IMMEDIATE MEDICAL ATTENTION
Eyes	Flush immediately with clean fresh water for at least 10 minutes, holding the eyelids apart. Remove contact lenses, if present, and safe to do so. Continue rinsing. GET IMMEDIATE MEDICAL ATTENTION.
Skin	In case of contact with substance, immediately flush skin with running water for at least 20 minutes. Exposure to liquid may cause frostbite burns. Remove contaminated clothing, jewelry and shoes. Wash skin with soap and water. Thoroughly clean and dry contaminated clothing and shoes before reuse. GET IMMEDIATE MEDICAL ATTENTION
Ingestion	If accidentally swallowed obtain IMMEDIATE MEDICAL ATTENTION. Keep at rest. Do NOT induce vomiting. Ingestion not considered a likely route of exposure.
Most important symptoms and effects, both acute and delayed	
Overview	Contact with this material will cause burns to the skin, eyes and mucous membranes. Unconsciousness. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage.
Indication of immediate medical attention and special treatment needed	For liquid contact, treat the affected person for frostbite if necessary. If the product is ingested, probable mucosal damage may contraindicate the use of gastric lavage. Treat the affected person appropriately. Provide general supportive measures and treat symptomatically. Symptoms may be delayed.

5. Fire-fighting measures

Recommended Extinguishing media	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media	Direct water spray. Direct water spray jet.
Special hazards arising from the substance or mixture	May cause fire or explosion; strong oxidizer. Contents under pressure. Pressurized container may explode when exposed to heat or flame. Contact with reactive metals e.g., aluminum, zinc and tin may result in the generation of flammable hydrogen gas. Water used for fire extinguishing, which has been in contact with the product, may be corrosive. Water spray on active leak may promote accelerated corrosion of container and accelerate rate of leakage.
Advice for fire-fighters	<p>Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Additional protective clothing must be worn to prevent personal contact with this material. Those items include but are not limited to: boots gloves, hard hat, splash-proof goggles, full face shield and impervious clothing, i.e. chemically impermeable suit. Compatible materials for response to this material are neoprene and butyl rubber.</p> <p>In case of fire and/or explosion do not breathe fumes. Remove pressurized gas cylinders from the immediate vicinity. Cylinders can burst violently when heated, due to excess pressure build-up. Cool containers / tanks with water spray. Evacuate area and fight fire remotely due to the risk of explosion.</p> <p>ERG Guide No. 124</p>

Safety Data Sheet

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Keep people away from and upwind of spill/leak. Keep out of low areas. Keep unnecessary personnel away. Ventilate closed spaces before entering them. Wear appropriate protective equipment and clothing during clean-up. Local authorities should be advised if significant spillages cannot be contained. For response to Chlorine gas it is recommended to use as a minimum level "B" protection that is compatible to Chlorine. For Liquid spills it is recommended to utilize as a minimum enhanced level "B" (Enhanced Level "B" is the addition of a splash hood). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Responders can reference Chlorine Institute pamphlet #65 on PPE.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground. Contact local authorities in case of spillage to drain/aquatic environment.
Methods and material for containment and cleaning up	Extinguish all flames in the vicinity. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Ventilate well, stop flow of gas or liquid if possible. If possible, turn leaking containers so that gas escapes rather than liquid. Dike far ahead of spill for later disposal. Isolate area until gas has dispersed. Neutralize spilled material with crushed limestone, soda ash or lime. Collect spillage.

7. Handling and storage

Precautions for safe handling	Avoid heat, sparks, open flames and other ignition sources. Keep away from clothing and other combustible materials. Use only chlorine-compatible lubricants. Do not use greases and oils. Do not breathe gas. Do not get in eyes, on skin, on clothing. Use in a sealed system and/or a well-ventilated area. Wear appropriate personal protective equipment. Observe good industrial hygiene practices. Avoid release to the environment.
Conditions for safe storage, including any incompatibilities	Contents under pressure. Keep away from heat, sparks and open flame. Secure cylinders in an upright position at all times, close all valves when not in use. Store in a well-ventilated place. Store away from incompatible materials. Store at temperatures not exceeding 131 °F (55°C) For the above specified temperature the system pressure is 225 psig.

8. Exposure controls and personal protection

Exposure Control Parameters

CAS No.	Material	Source	Type	Value
7782-50-5	Chlorine	OSHA Table Z-1 Limits	Ceiling	3 mg/m3
		US ACGIH Threshold limit values	STEL	1 ppm
		US ACGIH Threshold limit values	TWA	0.5 ppm

Engineering Controls	Should be handled in closed systems, if possible. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable respiratory protection must be worn. Observe Occupational Exposure Limits and minimize the risk of inhalation. Eye wash facilities and emergency shower must be available when handling this product.
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Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear face shield with safety glasses with side shields and/or safety goggles.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical Impervious gloves.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

Safety Data Sheet

9. Physical and chemical properties

Appearance:	Amber Color Liquid. Greenish-Yellow Gas
Odor:	Pungent Irritating Odor
Odor threshold:	.31 ppm air 1.7
pH:	Not Applicable
Melting point / freezing point:	-150 °F (-101 °C)
Initial boiling point and boiling range:	-29.3 °F (-34 °C)
Flash Point:	Not Applicable
Evaporation rate (Ether = 1):	Not Available
Flammability (solid, gas):	Not Applicable
Upper/lower flammability or explosive limits:	Lower Explosive Limit: Not Applicable
	Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg):	4800 mmHg (@25 °C)
Vapor Density:	2.49
Specific Gravity:	1.4
Solubility in Water:	Negligible
Partition coefficient n-octanol/water (Log Kow):	Not Measured
Auto-ignition temperature (°C):	Not Measured
Decomposition temperature:	Not Measured
Viscosity (cSt):	Not Measured
VOC %:	Not Measured
Other information:	No other relevant information.

10. Stability and reactivity

Reactivity:	Oxidizer.
Chemical stability:	Stable under normal circumstances.
Possibility of hazardous reactions:	Dry material is highly reactive with titanium and tin. Reacts with most metals at high temperatures or in the presence of moisture. Avoid contact with water. Reacts with water to form corrosive acidic solution (hydrochloric acid) May react explosively with organic matter.
Conditions to avoid:	No data available
Incompatible materials:	Avoid contact with reducing agents, organics and alkalis. Keep away from materials such as acetylene, turpentine & other hydrocarbons, ammonia, hydrogen, ether, metals, sulfur, & aluminum.
Hazardous decomposition products:	Hydrogen chloride and hypochlorous acid.

11. Toxicological information

Acute toxicity

Ingredient	Results	Species	Dose	Exposure
Chlorine - (7782-50-5)	LC50 Inhalation Gas.	Rat	147 ppm	4 hours
	LC50 Inhalation	Rat	293 ppm	1 hour

Item	Hazard
Acute Toxicity:	<p>0.2 - 0.4 ppm odor detection (some tolerance develops)</p> <p>1 - 3 ppm mild mucous membrane irritation (can be tolerated ~ 1 hour)</p> <p>5 - 15 ppm moderate irritation of upper respiratory tract</p> <p>30 ppm immediate chest pain, vomiting, dyspnea, cough</p> <p>40 - 60 ppm toxic pneumonitis and pulmonary edema</p> <p>430 ppm lethal over 30 minutes</p> <p>1000 ppm fatal within a few minutes</p> <p>It's action in the respiratory tract is due to its strong oxidizing capability; it forms both hypochlorous acid and hypochloric acid on contact with moist mucous membranes. Symptoms of pulmonary congestion and edema may develop after a latency period of several hours following severe acute exposure to chlorine.</p>

Safety Data Sheet

11. Toxicological information

Acute toxicity (Cont.)

POTENTIAL HEALTH EFFECTS:

Information on likely routes of exposure	
Eye contact:	Causes serious eye damage. Liquid exposure may cause frostbite.
Skin contact:	Causes skin burns. Liquid exposure may cause frostbite.
Inhalation:	May cause irritation (possibly severe), chemical burns, and pulmonary edema. Significant exposures may be fatal.
Ingestion:	Causes digestive tract burns.
Signs and symptoms of exposure:	Contact with this material will cause burns to the skin, eyes and mucous membranes. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage. Unconsciousness.
Information on toxicological effects	
Acute toxicity:	Fatal if inhaled. Irritation Threshold: approximately 0.5 ppm Immediately Dangerous to Life or Health: 10.0 ppm.
Carcinogenicity:	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity:	No data available.
Specific target organ systemic toxicity (single exposure):	Not available.
Specific target organ systemic Toxicity (repeated exposure):	Causes damage to organs (lungs) through prolonged or repeated exposure.
Aspiration hazard:	Due to the physical form of the product it is not an aspiration hazard.

12. Ecological information

Toxicity

Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Chlorine - (7782-50-5)	14.00, Oncorhynchus mykiss	0.11, Daphnia pulex	0.76 (96 hr), Algae

Persistence and degradability:	This material is an element and not subject to biodegradation.
Bioaccumulative potential:	Will not bioaccumulate.
Mobility in soil:	No data available.
Results of PBT and vPvB assessment:	This product contains no PBT/vPvB chemicals.
Other adverse effects:	No other effects are expected.

13. Disposal considerations

Waste treatment methods:	Do not allow into drains or water courses. Wastes and emptied containers should be disposed of in accordance with regulations made under the Control of Pollution Act and the Environmental Protection Act. Using information provided in this data sheet, advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material:	Use or process if possible. Chlorine may be absorbed into an alkaline solution such as caustic soda, soda ash or hydrated lime. Dispose in accordance with all applicable regulations.
Container Management:	Return empty chlorine cylinders, tankcars and cargo tanks containing residual gas and/or liquid to supplier in compliance with applicable DOT regulations. See product label for container disposal information.

Safety Data Sheet

14. Transport information

UN number:	UN1017
UN proper shipping name:	Chlorine
Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Chlorine
DOT Hazard Class	2.3, (5.1, 8)
DOT Label:	2.3, 5.1, 8
UN / NA Number:	UN1017
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	10 lbs.
Environmental hazards:	IMDG Marine Pollutant: Yes (Chlorine)
Special precautions for user:	Not Applicable

15. Regulatory information

Regulatory Overview:	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.			
WHMIS Classification:	A - Compressed Gas C - Oxidizing Material D1A - Poisonous and Infectious Material; Materials causing immediate and serious toxic effects - Very toxic material E - Corrosive material			
OSHA REGULATORY STATUS:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)			
US EPA Tier II Hazards:	Fire:	No	Immediate (Acute):	Yes
	Sudden Release of Pressure:	Yes	Delayed (Chronic):	Yes
	Reactive:	Yes		
SARA 302 Extremely Hazardous Substance / RQs (lbs.) :	Yes (10-lbs)			
SARA 311/312 Chemicals and RQs (lbs.) (>0.1%) :	Yes			
SARA 313 (TRI)	Yes			
OSHA PSM (29 cfr 1910.119):	Yes (2500-lbs)			
TSCA:	Chlorine			
State Regulations:	N.J. RTK Substances (>1%)	Listed	Penn RTK Substances (>1%)	Listed
				California Prop 65
				Not Listed

16. Other information

EPA Registration Number: 813-10

NSF Maximum Use Level (STD 60): Check BOL for facility Data. (30 mg/L)

Revision Information: Changed GHS Hazard Classification: See section 2.

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 8, 2023

Requested By: Matt Daeumer, Asst City Mgr

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Fence Grant Applications, Agreements

Appropriation

Source of Funds: Capital Improvement

Account Number: 015-8080-5521100

Amount Budgeted: \$300,000.00

Amount Requested: \$53,100.00

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

At the September 13, 2021, City Council meeting, Council established a Committee to review applications for neighborhoods looking to enhance or add fencing around the public facing perimeter of their respective neighborhoods. Staff has prepared applications and distributed those applications to La Porte Homeowner's Associations. The applications were also made available to civic groups and members of the community.

The Community Fencing Project Ad Hoc Committee met on December 12, 2022 and reopened the application period for the community fencing project. Staff sent the project application to all Homeowners Associations (HOA). Staff has received two applications from La Porte HOAs and subdivisions. Retreat at Bay Forest North with their low bid of \$36,700.00 from Evergreen Landscape. Oyster Bay Subdivision with their low bid of \$16,400.00 from The Holland Way. Staff will present these applications to the Ad Hoc Committee at 4:30 pm on May 8, 2023 and bring the results to Council.

City Council budgeted \$200,000.00 in FY21-22 and \$300,000.00 in FY 22-23. Bay Point Townhomes Owner's Association was awarded \$25,000.00 and has been reimbursed for their project. Summer Winds Homeowners Association was awarded \$87,500.00 and has been reimbursed for their project. Lakes at Fairmont Green was awarded \$87,500.00, and staff are waiting on the building permit to receive a final inspection before reimbursement. Of the original \$500,000.00 budget, \$112,500.00 has been awarded, \$87,500.00 has been encumbered, leaving a remaining balance of \$300,000.00.

Staff recommend awarding \$36,700.00 to Retreat at Bay Forest and \$16,400.00 to Anthony Langston and Suzanne Skie-Azizi for the benefit of Oyster Bay Subdivision for their community fencing grant projects and authorize the City Manager to execute all documents associated with the projects.

ACTION REQUIRED BY CITY COUNCIL

Presentation, discussion, and possible action to award a community fence grant not to exceed \$36,700.00 to the Retreat at Bay Forest North HOA and a community fence grant not to exceed \$16,400.00 to Anthony Langston and Suzanne Skie-Azizi for the benefit of Oyster Bay Subdivision and authorize the City Manager to execute all agreements associated with this project.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

La Porte Community Fencing Application

Please print clearly. Please submit a completed application to:

City Manager's Office
City of La Porte
604 W. Fairmont Parkway
La Porte, TX 77571

APPLICANT INFORMATION:

APPLICATION DATE: 3-7-2023

TRINA HLAVATY

Applicant Name

Retreat at Bayforest North

Homeowner's Association

Brent McCauley

HOA President (if different from applicant)

2022 Troon Drive

Address of Applicant

713-824-5207

Contact Phone

thlavaty54@gmail.com

Email Address

TYPE OF FENCING MATERIALS (check all that apply):

☒ Wood

☐ Wroughtiron

☐ Chain Link

☐ Masonry

☐ Other-----

DETAILS OF PLANNED IMPROVEMENTS (attach additional pages if necessary):

8' cedar plank, cedar top cap & top rail

12' 6x6 Severe weather posts

2x4 severe weather posts

650 linear feet

Please list the name of each Contractor and/or Project Architect and the Total Amount of each bid. Please, also, attach the original proposals and work estimates:

CONTRACTOR/PROJECT ARCHITECT	TOTAL
1. Evergreen Landscape	\$ 36,700
2. Hurricane Fence Co.	\$ 41,850
3. Bay Area Fence & Gates LLC	\$ 42,677 ⁴⁴
4.	\$

BUDGET DETAIL

PROJECT EXPENDITURES	FUNDS	FUNDS APPLIED	TOTAL
Design	\$	\$	\$
Materials	\$	\$	\$
Painting (If Applicable)	\$	\$	\$
Other (list):	\$	\$	\$
TOTAL	\$	\$	\$

Total estimated cost of proposed project: \$ _____

Amount requested : \$ _____

Please attach color samples, model numbers (for fencing equipment), photos, scaled drawings, and other illustrations of work to be completed. Please include as much detail as possible.

Note: The City of La Porte has allocated funding for these projects; therefore those applicants that demonstrate a greater need due to conditions of their current fencing along with cost-sharing capabilities will receive higher favoritism. Additionally, applicants that have failed to adequately maintain their community fencing will receive less points.

Your signature on this application certifies that you understand and agree with the following statements: I have met with the Oversight Committee and I fully understand the Fencing application procedures and details established. I intend to use these grant funds for the eligible fencing projects, as spelled out in the application. I have not received, nor will I receive insurance monies for this revitalization project, OR I have disclosed all pertinent insurance information. I understand that if I am awarded an Fencing Grant, any deviation from the approved project may result in the partial or total withdrawal of the grant funds.

Lina Hlavaty

APPLICANT SIGNATURE

3/6/2023

DATE

Addendum To Certificate Of Authority

For Changes To Authorized Signers On Business Deposit Accounts

WELLS
FARGO

Host Status:

Host Update Successful

Bank Name:

WELLS FARGO BANK, N.A.

Store Name:

LA PORTE

Banker Name:

BARRAGAN, LUCERO

Officer/Portfolio Number:

A3703

Date:

01/25/2019

Banker Phone:

281/471-4931

Store Number:

07947

Banker AU:

0068512

Banker MAC:

T0091-010

Use this Addendum when Authorized Signers are being added or deleted to a Certificate of Authority currently on file for a business customer and a new, signed Certificate of Authority has not been obtained.

Business/Account Information

Business Name:

RETREAT AT BAY FOREST NORTH

COID:

808

Product:

DDA

Account Number:

9043680777

Authorized Signers

Authorized Signer Name(s):

TRINA M HLAVATY

Relationship Status:



Existing/Remaining



New



Delete

JAMES B MCCAULLEY



Existing/Remaining



New



Delete

JENNIFER M PATE



Existing/Remaining



New



Delete

Addendum to Certificate of Authority

Original Certificate of Authority Dated:

Addendum to Certificate of Authority Dated:

01/25/2019

Each person signing in the "Certified/Agreed To" section below:

- directs the Bank that the additional Authorized Signers shall have all of the authority granted to the persons identified as Authorized Signers on the Certificate of Authority, including without limitation the authority to instruct the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by electronic means in regard to any item and the transaction of any business relating to the Customer's account(s), agreements or services;
- directs the Bank to discontinue acting on the instructions of any person who has been deleted as an Authorized Signer;
- acknowledges that these modifications become effective only after this Addendum has been received by the Bank and the Bank has had a reasonable opportunity to act on it; and
- certifies that the account owner has taken all action under its organizational documents, if any, including passage of resolutions by its board of directors, trustees, or other governing body, required to make these modifications and to authorize the undersigned to execute and deliver this Addendum.

Customer Copy

From: alexis deleon <a_deleon@evergreenlandscape-mgmt.com>

Date: March 1, 2023 at 4:31:59 PM CST

Subject: Quotes

Quote

Wednesday, March 1, 2023

To: Retreat At Bay Forest

By: EVERGREEN LANDSCAPE

Commercial & Residential Landscape Management

Alexis Deleon (832)713-1854

a_deleon@evergreenlandscape-mgmt.com

www.evergreenlandscape-mgmt.com

Privacy Fence	8' Cedar Plank Cedar Top Cap & Top Rail 12' 6x6 Severe Weather Posts 2x4 Severe Weather Posts Will Be 14" Auger Bit 4' Deep in 3500 PSI Concrete 650 Linear Feet	\$36,700.00
Monument (Masonry)	Natural Stone Engraved Subdivision Name 7x2x5 (LWH) Concrete Footer 3500 PSI #4 Rebar 3' Footer	\$5,900.00
Labor	Completion Time	N/A
Total		N/A

- CUSTOM WOOD
- ORNAMENTAL
- CHAIN LINK

HURRICANE FENCE CO.

1407 Llano, Suite E • Pasadena, Texas 77504
Office: 713-910-5954 Fax: 713-910-5993

25878

made in America

CONTRACT

Approved By: _____

Proposed to:

Brent McCalley
2010 Troon
La Port, TX 77571

KEY MAP NO.

Type Wood Fence: Cedar Height: 8'

Line Posts: 2 1/2" Sch 40 Spacing: 7' Picket Size: 1 1/2"

Rails: 3 Nail Stickers ☐ S4S ☐ Dowel Material - ☐ Rough

Color: w/ 2x4 Cedar caps Setting: ☐ Caps ☐ Bells

Chain Link - Height: _____ Line Post: _____

Rail: _____ Fabric: _____ ☐ KT Terminal Size: _____

☐ No Scroll ☐ Scroll Other: _____

Job Location: _____

Ph. Work: 713 Ph. Home: 553 6872

Fax Number: _____

Attn: _____

Customer P.O. #: _____

U.G. #: _____

615 Feet of Fence	@ 66	40,590
Feet of Gate	@	
Feet of Gate	@	
Terminal Posts	@	
Tie-ins or Break-thru's	@	
T D H A Old Fence 615	@ 2	1230
Clearing Lines	@	
Installation Charge	@	
Underground Protection Charge	@	\$ 25.00
Sub-Total		\$
+ % Tax		
TOTAL		\$ 41,820
- 50% Down Payment		

PAYMENT TERMS: HEREOF ARE CASH ON COMPLETION.

Pay this amount on completion \$

NOTICE: TERMS AND CONDITIONS - Upon acceptance of this proposal, Hurricane Fence Co., the seller, agrees to erect the herein above described improvement, and upon completion of the above work, the purchaser agrees to pay seller the balance shown above. Until payment is made, it is agreed that the title and right of possession of the merchandise shall remain in seller, that the purchaser will not sell, remove or encumber the same without the written consent of seller; the purchaser assumes and shall be responsible for all loss or damage to said goods, and that upon default of payment seller may, at its option, come upon the premises and take back the merchandise and hold purchaser liable for the full unpaid balance, and if said account is placed in the hands of an attorney for collection, purchaser shall be liable for and pay all cost of court and attorney's fees in an amount equal to 20% of the balance due. It shall be the sole responsibility of purchaser to locate property boundaries and underground utility lines. Purchaser agrees to pay for any underground cut lines. Hurricane Fence Co. shall not be held liable for any encroachment of property lines or location of fence. Purchaser agrees to indemnify seller and shall defend and hold harmless Hurricane Fence Co., its agents, officers, and employees from and against all suits, actions, losses, damages, claims or liability of any character, type, or description, including all expenses of litigation, court costs and attorney fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by the negligent acts of Hurricane Fence Co. or its agents, officers, or employees in the execution or performance of this contract. Seller hereby disclaims any warranty of merchantability or fitness for a particular use with respect to goods and services provided under this contract. There are no agreements regarding the furnishing of materials, services, rebates or otherwise effecting this contract in any way except those mentioned above or attached hereto in writing and signed by each party. This is not an order until accepted by Hurricane Fence Co.

NOTICE: You and Your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home.

HURRICANE FENCE CO.

AUTHORIZED SIGNATURE FOR PURCHASER

Accepted By: Wesley Marsh

Accepted By: _____

Date: 11-2-22

Date: _____

1 1/2 % per month service charge will be added to past due accounts. 1 1/2 % per month is 18% per year service charge.

Bay Area Fence & Gates, L.L.C.

7419 N HWY. 146., Baytown, Texas 77523

(281) 573-4507 Phone

www.bayareafenceco.com

admin@bayareafenceco.com

**Contract**

Customer

Name: Brent McCauleyAddress: 2001 Troon DrCity: La Porte State: Tx Zip: 77571Phone: 713-553-6822Email: brentmccauley@aol.com

Job

Address: _____

City: _____ State: _____ Zip: _____

Height & Footage

- ☐ 4'
☐ 5'
☐ 6'
☐ 6'6"
☐ 7'
☒ 8' 620'

Wood Style

- ☒ Std. Dog-Ear
☐ 2-Rail Frame
☒ 3-Rail Frame
☒ Base Board
☒ Cap Rail
☒ Facer

Size and Materials

- Pickets 7' Cedar ☒ Pine ☐
Base Board 2x12 ☐ ☒
Cap Rail 2x6 ☐ ☒
Facer 1x2 ☐ ☒
Posts, 6x6x12 ☐ ☒
Other ☐

Miscellaneous

- ☐ Dig Out/Trench
☒ Tear Down & Haul Away wood
☐ Trim Trees/Bushes
Unless Otherwise Specified:
-All pine wood is pressure treated.
-All nails are ring shank and galvanized.
-All posts set in cement at 18" to 24" deep.

Gates (Single)

- ☐ 3'
☐ 4'
☐ 5'
☐ Other _____

Gates (Double)

- ☐ 4' ☐ 12'
☐ 6' ☐ 14'
☐ 8' ☐ 16'
☐ 10' ☐ Other _____

Chain Link

- ☐ Galvanized
☐ Vinyl
☐ Heavy Gauge
☐ Medium Gauge

NOTES:

620' Cedar Cap & Trim Privacy
6x6x12 Posts
2x12x14 Rot Bound
2x4x14 (3-Rail)
7' Cedar Pickets
2x6x14 Rough Cedar Cap
1x2x14 Rough Cedar Trim

Tear Out & Haul Away old

- ☒ This proposal may be withdrawn by us if not accepted within 3 days.

- ☐ Contract contains _____ additional pages.

TERMS:

Usual & Customary Fee: \$ 42,677⁴⁴
(credit card due upon completion)

Cash Discount Fee: \$ 41,036⁰⁰
(cash or check due upon completion)

ACCEPTANCE OF PROPOSAL

This proposal is approved and accepted. There are no oral agreements. The written terms, specifications, provisions (on back), prices and plans (if any) are the entire agreement. Changes shall be made by written change order only.

X Robert
Approved and Accepted (Contractor)

3-14-23
Date

X _____
Approved and Accepted (Owner)

Date

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See Owner's Right to Cancel on the reverse side for details.

Customers Please Note: Bay Area Fence and Gates, LLC is NOT responsible for any damage to underground lines or any unforeseen objects underground.

Email
11-10









Retreat at
Bay Forest
North





Retreat at
Bay Forest
North

BUSINESS. BY THE BAY.

La Porte Community Fencing Application

Please print clearly. Please submit a completed application to:

City Manager's Office
City of La Porte
604 W. Fairmont Parkway
La Porte, TX 77571

APPLICANT INFORMATION:

APPLICATION DATE: 3/23/23

Anthony LANGSTON
Applicant Name

NO - HOA
Homeowner's Association

Anthony LANGSTON - Primary Contact for Project
HOA President (if different from applicant)

14 Bay Harbor Dr. La Porte, TX 77571
Address of Applicant

832-425-3572 DTECTONy@gmail.com
Contact Phone Email Address

TYPE OF FENCING MATERIALS (check all that apply):

- ☒ Wood ☐ Wroughtiron
☐ Chain Link ☐ Masonry
☐ Other _____

DETAILS OF PLANNED IMPROVEMENTS (attach additional pages if necessary):

Replace old fence approx 280 ft at entrance to
Oyster Bay subdivision. Will install 8 ft tall
wooden (pine, treated) with 6x6 support post and
10x10 post at entrance of subdivision. Located
at lots 12 & 14 Bay Harbor LaPorte, TX.

* Suzanne Skie-Azizi owns Lot 12 713-478-6939
* For the purpose of this project, Anthony LANGSTON
will serve as primary contact.

BUSINESS, BY THE BAY.

Please list the name of each Contractor and/or Project Architect and the Total Amount of each bid. Please, also, attach the original proposals and work estimates:

CONTRACTOR/PROJECT ARCHITECT	TOTAL
1. Lonestar Pride	\$ 17,972.79
2. The Holland way	\$ 16,400.00
3. Bayou City Fence Company	\$ 18,262.50
4.	\$

BUDGET DETAIL

PROJECT EXPENDITURES	FUNDS	FUNDS APPLIED	TOTAL
Design	\$	\$	\$
Materials	\$	\$	\$
Painting (If Applicable)	\$ STAINING	\$ is included in Quote	
Other (list):	\$	\$	\$
TOTAL	\$	\$	\$

Total estimated cost of proposed project: \$ ~~17,500~~ 16,400

Amount requested : \$ ~~17,500~~ 16,400

(Now)

Please attach color samples, model numbers (for fencing equipment), photos, scaled drawings, and other illustrations of work to be completed. Please include as much detail as possible.

Note: The City of La Porte has allocated funding for these projects; therefore those applicants that demonstrate a greater need due to conditions of their current fencing along with cost-sharing capabilities will receive higher favoritism. Additionally, applicants that have failed to adequately maintain their community fencing with receive less points.

Your signature on this application certifies that you understand and agree with the following statements: I have met with the Oversight Committee and I fully understand the Fencing application procedures and details established. I intend to use these grant funds for the eligible fencing projects, as spelled out in the application. I have not received, nor will I receive insurance monies for this revitalization project, OR I have disclosed all pertinent insurance information. I understand that if I am awarded an Fencing Grant, any deviation from the approved project may result in the partial or total withdrawal of the grant funds.

Anthony Largeton

APPLICANT SIGNATURE

3/23/23

DATE

Memorandum of Agreement

Project of installing/maintaining a new fence for the entrance of Oyster Bay subdivision (Bay Harbor Dr.)

Oyster Bay does not have a HOA and the responsibility for the entrance fencing along Broadway/Oyster Bay subdivision will fall to the property owners of each lot as described below. If a property is sold or ownership is transferred then the responsibility of maintaining the fence will become the new owner's responsibility.

Maintenance for the fence along Broadway for the Oyster Bay subdivision will be the responsibility of owners as follows.

12 Bay Harbor Dr. will be the responsibility of the owner of 12 Bay Harbor Dr.

Printed Suzanne Skie - Azizi

Signed S

Date March 22, 2023

14 Bay Harbor Dr. will be the responsibility of the owner of 14 Bay Harbor Dr.

Printed Anthony LANGSTON

Signed anthony langston

Date march 22, 2023

THE HOLLAND WAY

807 N. PRUETT STREET

BAYTOWN, TX 77520

713-834-7244

No. 2025

Date 3-17-23

Sheet No. 1

Proposal Submitted To:

Name OYSTER BAY SUB.

Street BAY HARBOR DR.

City LA PORTE State TX

Phone

Work To Be Performed At:

SAME LOCATION

Street

City

State

Date of Plans

Architect

We hereby propose to furnish the materials and perform the labor necessary for the completion of

* NEW TREATED PINE WOOD B'H FENCE (300 Ft.)

- 1.) REMOVE 300' OF EXISTING FENCE & 4 BRICK COLUMNS
- 2.) SET 40 6"X6"X12' POST (12"DX3'D) HOLE W/ 8' SPACING
- 3.) SET 40 10"X10" POST (16"DX3'D) HOLE W/ 8' SPACING
AT BOTH SIDES OF ROAD ENTRANCE.
- 4.) ALL CONCRETE TO BE 4000 PSI, REDI-MIX, FENCE TO BE SCREWED
- 5.) INSTALL 2"X10" ROT BDL. TO COMPLETE OF FENCE.
- 6.) INSTALL 300' OF 2"X6"X8' PICKETS TO 2"X4' RAILS (TMB)
BETWEEN 6"X6" POSTS & 10"X10" POSTS.
- 7.) INSTALL 2"X4" CAP MEMBER AT TOP OF FENCE
- 8.) STAIN BOTH SIDES OF FENCE.
- 9.) INSTALL SOLAR LIGHT CAPS TO TOP OF ALL POSTS.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

SIXTEEN THOUSAND FOUR HUNDRED _____ Dollars (\$16,400.00).
with payments to be made as follows: 50% MATERIAL DRAW, BALANCE ON COMPLETION

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. _____ Public Liability Insurance on above work to be taken out by

MICHAEL HOLLAND

Respectfully submitted

Michael L. Holland
MAKE C.K. PAYABLE TO MICHAEL HOLLAND

Note—This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

Signature

ESTIMATE

**Prepared For**

Tony Langston
14 Bay Harbor DR
LaPorte, TX
(832) 425-3572

Lone Star Pride Fence Co

P.O. Box 945
Anahuac, TX 77514
Phone: (832) 262-1913
Email: sales@lspfenceco.com
Web: www.lspfenceco.com

Estimate # 52292

Date 03/19/2023

Description	Rate	Quantity	Total
8' Cedar Cap & Trim			\$0.03
Materials	\$0.01	1	\$0.01
7' Cedar Pickets- Domestic			
6x6x12 Treated Posts - Ground Contact			
2x4 treated rails #2s			
2x10 treated rotboards #2s			
2x8 Cedar Cap			
1x2 Cedar Trim			
12x12x12 Treated Beams- Ground Contact			
4000psi Sackrete			
3" galvanized framing nails, Ring Shank			
1 7/8" galvanized fence nails, Ring Shank			
Execution	\$0.01	1	\$0.01
Total structure height - 8'0			
-Demo existing fence and dispose of debris			
- Demo existing columns down to slab and dispose of debris			
- Install 6x6x12 post @ 7'oc with ~1.5 bags sackrete per post			
-Install four 12x12x12 beams at entrance to road			
- Install four 2x4 rails and a 2x10 rotboard using ring shank framing nails			
- Install 7' Cedar Pickets using ring shank picket nails			
- Install 2x8 Cedar Cap using ring shank framing nails			

- Install 1x2 Cedar trim using ring shank picket nails.

Quality Standard	\$0.01	1	\$0.01
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1 Year Materials Warranty applies to lumber purchased through us/our vendors
Be advised all lumber is subject to natural weathering and exempt from coverage due to fading
or expected fence spacing between pickets.

Workmanship warranty does not expire

North Side			\$8,986.38
-------------------	--	--	-------------------

8' Cedar Cap and Trim	\$8,986.38	1	\$8,986.38
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Demo existing structure and reinstall new fence according to above scope

South Side			\$8,986.38
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8' Cedar Cap and Trim	\$8,986.38	1	\$8,986.38
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Demo existing structure and reinstall new fence according to above scope

Subtotal	\$17,972.79
-----------------	--------------------

Total	\$17,972.79
--------------	--------------------

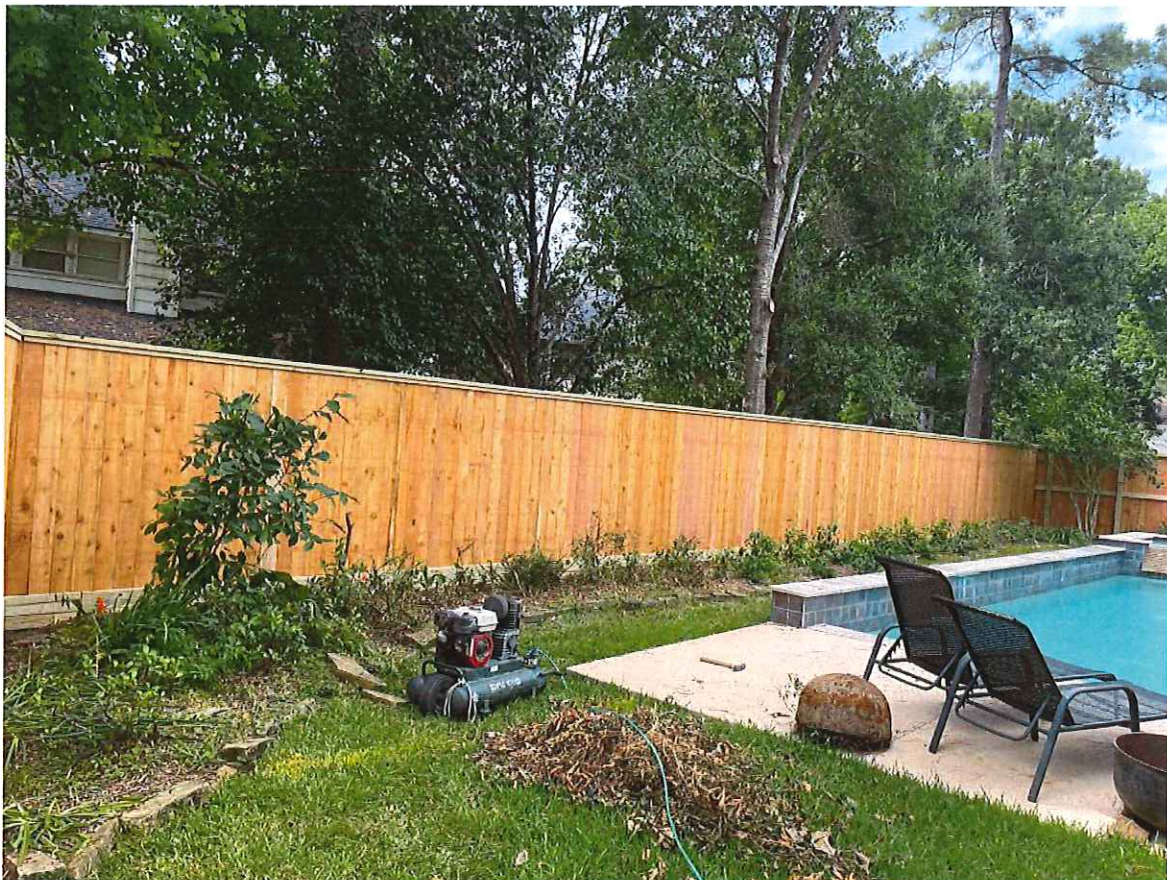
Deposit Due	\$11,954.73
--------------------	--------------------

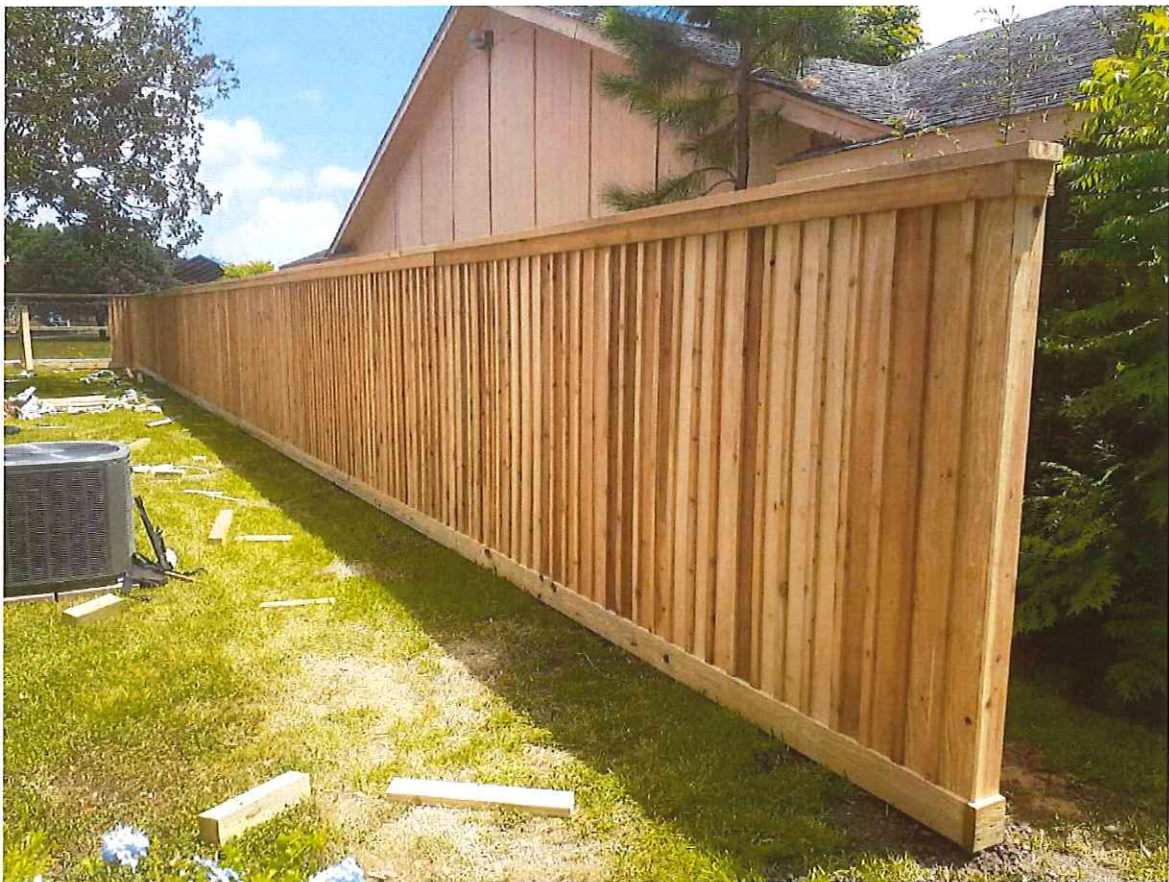
Notes:

Deposit covers 100% of materials
Balance due on completion
Estimated time of completion is 3 full working days.

Estimate is good for 10 days, cost of materials subject to change beyond that. Labor/overhead rates are fixed.

Customer Name:		Bay Harbor Dr		Date:	
Phone Number:				Salesman:	
Fence Information					
Type of Wood Fence:		Fence Run Lengths Including Gates			Fence Removal
		Dim A	Dim B	Dim C	Yes/No Amount
8' Cedar 6x6 on 2" x 10" Rot Board		140	140	10	Yes 300
Cedar Cap and Trim add on		Dim D	Dim E	Dim F	Walk Gate Drive Gates
		10	0	0	
Labor Pricing and Materials for Fencing				Price per LF	58.77
Fence Materials			Item #	QTY	Retail Total
Pickets	1" x 6" x 7' Cedar Pickets			620	\$5.49 \$3,403.80
Rails	Rails 2" x 4" x 16'			76	\$9.47 \$719.72
End Caps	Post 12x12x12			4	\$249.09 \$996.36
Post	Post 6" x 6" x 12'			46	\$49.77 \$2,289.42
Rot Board	2" x 10" x 16' Treated Rotboard			20	\$17.33 \$346.60
Concrete	80lb Fastset			69	\$5.72 \$394.68
Accent Lumber	20 2x8x16 / 245 1x2x12 cedar				\$2,075.00
Gates & Hardware			Item #	QTY	Retail Total
8' Pickets					
Gate Hardware					
Gate Hinges					
Black Pull Handle					
Drop Rod					
Gate Post					
Square Tubing					
Materials Total			Sub Total	\$11,043.63	Tax \$911.10 \$11,954.73
Labor Services					
			Item#	QTY	Unit Cost
Basic Labor	8' Custom			300	\$13.25 \$4,205.00
Walk Gate					
Drive Gate					
Removal/Haulaway	Tearout and Haul Away		73945	300	\$2.00 \$600.00
Dump Fee	Dump Fee			300	\$0.25 \$75.00
Delivery	Delivery				\$100.00
Misc.	Demo and Disposal of brick columns. \$125.00 x 4				\$500.00
Labor Total Cost					\$5,380.00
Labor Total Retail					\$6,018.00
Applied Discounts					
Total Tax, Labor, & Materials Retail					\$17,972.73
Deposit- 100% of material costs					\$11,954.73







Please Read the below Terms and Conditions

Checks, cash, and major credit cards accepted. Credit cards require a +2.9% processing fee.

Pricing valid for 5 days from delivery due to fluctuating materials pricing and demand that impacts availability. A deposit covering 100% of the materials cost is due at time of acceptance, remaining balance to be paid at completion of job. Contracts not paid in full within 14 days will begin to accrue a service charge of 1% on the remaining balance, daily until balance is paid off. Balances beyond 30 days may be subject to legal actions such as a lien.

UNFORSEEN OBSTACLES: This estimate does not include drilling through any concrete, rock, or any other sub surface structures that would require the use of equipment other than auger, not already captured in the project notes. Discovery of such obstacles will require both parties participate in a face to face evaluation to determine path forward. Additional charges that may arise due to these changes are the responsibility of the customer.

KNOWN OBSTACLES: The installers are not responsible for clearing fence lines to perform work unless agreed to and noted within the job description. Clearing of debris, vines, rocks, trees, and other known obstacles are the responsibility of the property owner, failure to clear the fence line may result in labor charges not previously detailed in work description.

The property owner is responsible for obtaining necessary permits, HOA approvals, and consulting with neighbors prior to beginning the project. Fence placement is contingent on plot plans, surveys, or as directed by home owners and MUST be confirmed prior to starting. The Lone Star Pride installation crew, ownership, and it's designated agents are not responsible for fences placed outside of property lines if installed at the agreed to location.

All public utility lines such as electrical, gas, phone, cable, and water will be located and marked by Lone Star 811 prior to beginning project. Any private lines such as sewer, irrigation, satellite, cable, service tie ins, etc must be identified and marked by the homeowner. Private lines not clearly identified are the responsibility of the customer if damaged

Zack Thompson

Tony Langston



Customer: Tony Langston

Estimate # 4265

Cell Phone: (832) 425-3572

Other Phone:

Billing Address:

14 Bay Harbor
La Porte, La Porte 77571

Questions on your estimate?
Please contact your estimator Dylan Downey @
(713) 835-8185, or visit us here:
720 Clear Creek Ave, Suite B
League City, TX 77573

Job Address:

Job Name:

Estimate Date	Completion/Invoice Date	Terms	Sales Consultant
3/23/2023	0	50% Deposit/Remainder upon Completion Convenience Fees: 3% credit card and \$3.00 ACH Transfer	Dylan Downey

QTY	DESCRIPTION	DISCOUNTED PRICE	EXTENDED
122 Feet	8' Cedar Picketed Fence with Cap and Trim (4 rail and 6x6 posts): <i>Includes the 122' run north of Bay Harbor adjacent to 13 Bay Harbor 122' (shared with Suzanne) Price is for half</i> <i>Install Ground Contact Pressure Treated 6x6x12 Posts on 7' Centers Install Ground Contact Pressure Treated (1) Lower & (2) Mid Rails - 2x4x7 Install Ground Contact Pressure Treated 3rd Top Rail - 2x4x14 Install Ground Contact Pressure Treated Beveled Rot Board - 2x12x14 Install 7' Western Red Cedar Pickets #2's and better Install 2x8x14 Cedar Cap Install 1x2x14 Cedar Trim 1.5 Bags of Sakrete Per Post Hole 1 7/8" Stainless Steel Ring Shank Nails Used in Pickets 3" Hot Dipped Galvanized Nails Used For Framing</i>	55.00	6,710.00
2	Miscellaneous: <i>Remove and dispose the (2) brick columns north of Bay Harbor. Concrete footing will remain in the ground, but it will not be visible above ground. (shared with Suzanne) Price is for half</i>	375.00	750.00
14 Feet	8' Cedar Picketed Fence with Cap and Trim (4 rail and 6x6 posts): <i>14' run on the north side of Bay Harbor. Install 12"x12" posts at either side of the 14' run. Posts will be exposed and capped 14' (shared with Suzanne) Price is for half</i> <i>Install Ground Contact Pressure Treated 6x6x12 Posts on 7' Centers Install Ground Contact Pressure Treated (1) Lower & (2) Mid Rails - 2x4x7 Install Ground Contact Pressure Treated 3rd Top Rail - 2x4x14</i>	98.75	1,382.50

	Install Ground Contact Pressure Treated Beveled Rot Board – 2x12x14 Install 7' Western Red Cedar Pickets #2's and better Install 2x8x14 Cedar Cap Install 1x2x14 Cedar Trim 1.5 Bags of Sakrete Per Post Hole 1 7/8" Stainless Steel Ring Shank Nails Used in Pickets 3" Hot Dipped Galvanized Nails Used For Framing		
136 Feet	Disposal Fee: <i>Includes fence disposal on the north side of Bay Harbor (shared with Suzanne) Price is for half</i> <i>Bayou City Fence will remove and dispose existing fence at local landfill. Job generated dirt will be spread along the bottom of the fence to fill in any gaps created by an uneven yard.</i>	1.50	204.00
125 Feet	8' Cedar Picketed Fence with Cap and Trim (4 rail and 6x6 posts): <i>Includes the 122' run south of Bay Harbor adjacent to 13 Bay Harbor</i> Install Ground Contact Pressure Treated 6x6x12 Posts on 7' Centers Install Ground Contact Pressure Treated (1) Lower & (2) Mid Rails – 2x4x7 Install Ground Contact Pressure Treated 3rd Top Rail – 2x4x14 Install Ground Contact Pressure Treated Beveled Rot Board – 2x12x14 Install 7' Western Red Cedar Pickets #2's and better Install 2x8x14 Cedar Cap Install 1x2x14 Cedar Trim 1.5 Bags of Sakrete Per Post Hole 1 7/8" Stainless Steel Ring Shank Nails Used in Pickets 3" Hot Dipped Galvanized Nails Used For Framing	55.00	6,875.00
2	Miscellaneous: <i>Remove and dispose the (2) brick columns south of Bay Harbor. Concrete footing will remain in the ground, but it will not be visible above ground.</i>	375.00	750.00
14 Feet	8' Cedar Picketed Fence with Cap and Trim (4 rail and 6x6 posts): <i>14' run on the south side of Bay Harbor.</i> <i>Install 12"x12" posts at either side of the 14' run.</i> <i>Posts will be exposed and capped</i> Install Ground Contact Pressure Treated 6x6x12 Posts on 7' Centers Install Ground Contact Pressure Treated (1) Lower & (2) Mid Rails – 2x4x7 Install Ground Contact Pressure Treated 3rd Top Rail – 2x4x14 Install Ground Contact Pressure Treated Beveled Rot Board – 2x12x14 Install 7' Western Red Cedar Pickets #2's and better Install 2x8x14 Cedar Cap Install 1x2x14 Cedar Trim 1.5 Bags of Sakrete Per Post Hole 1 7/8" Stainless Steel Ring Shank Nails Used in Pickets 3" Hot Dipped Galvanized Nails Used For Framing	98.75	1,382.50
139 Feet	Disposal Fee <i>Bayou City Fence will remove and dispose existing fence at local landfill. Job generated dirt will be spread along the bottom of the fence to fill in any gaps created by an uneven yard.</i>	1.50	208.50
		Subtotal	18,262.50
		Tax 0%	0.00
		Grand Total	\$18,262.50
		Current Balance	\$18,262.50

Deposit Amount 9,131.25

Fences will be built to match existing unless otherwise instructed. This includes height, style, gate size, direction pickets face, etc, etc. Please let us know of any changes prior to install.

***** Deposit and Late Fee Policy *****

If you wish to lock in the quoted price a 50% deposit must be received within 5 days from when you approve this estimate. After 5 days the price is subject to change. We receive updated pricing every Friday from our suppliers and adjust our prices accordingly. Labor and overhead will not change. The remainder of the invoice is due after the work is complete and the customer is satisfied. We do not ask or expect final payment until both these criteria have been met. Late fees will be assessed as follows: Two weeks after invoice date -5% is

added, three weeks after invoice date 10% is added, and 4 weeks after invoice date 15% is added to the invoice. If payment in full has not been received 6 weeks after invoice date a lien will be placed on the property and we will receive payment when the property is sold.

*** Texas 811, Sprinklers, and Private Utility Lines ***

Bayou City Fence will notify Texas 811 to mark underground utility lines a minimum of 48 hours in advance of install date. Texas 811 DOES NOT mark private utility lines, sprinklers, private gas lines, etc. Bayou City Fence is not responsible for damage occurring to underground private property. We rely on the homeowner to let us know where their private utility lines and sprinklers are located. Damage to private utility lines and sprinklers can range from \$25.00 to over \$10,000.00. We encourage customers to mark their sprinkler system and private utility lines prior to installation with flags or paint. In rare cases when it is not possible to install the fence without damaging the sprinklers we will bring it to the customer's attention and plan accordingly.

*** Warranty Information ***

Bayou City Fence will repair gates and fence issues due to poor workmanship for a period of 1 year. This does not in any way include material other than material with a manufacturer's warranty. Please be knowledgeable of acceptable defects for the lumber grade you have agreed and requested we install for you. We will not replace lumber that fits within the grade you requested.

☐ ***The above proposal is Bayou City Fence's understanding of your project. We highly encourage you to read each line item and make sure everything you discussed with the sales team is reflected in this proposal. It is possible the verbal discussion you had with the salesman was interpreted differently than you interpreted it. What is written in black in white in the above proposal is what you are paying for and the work we are doing. No more and no less. Any changes to the written scope of work will result in a price change regardless of the verbal understanding. Please read the entire proposal – by checking this box you are saying you have read the entire proposal and agree to the price and scope of work.***

Thank you for the opportunity to build your fence!

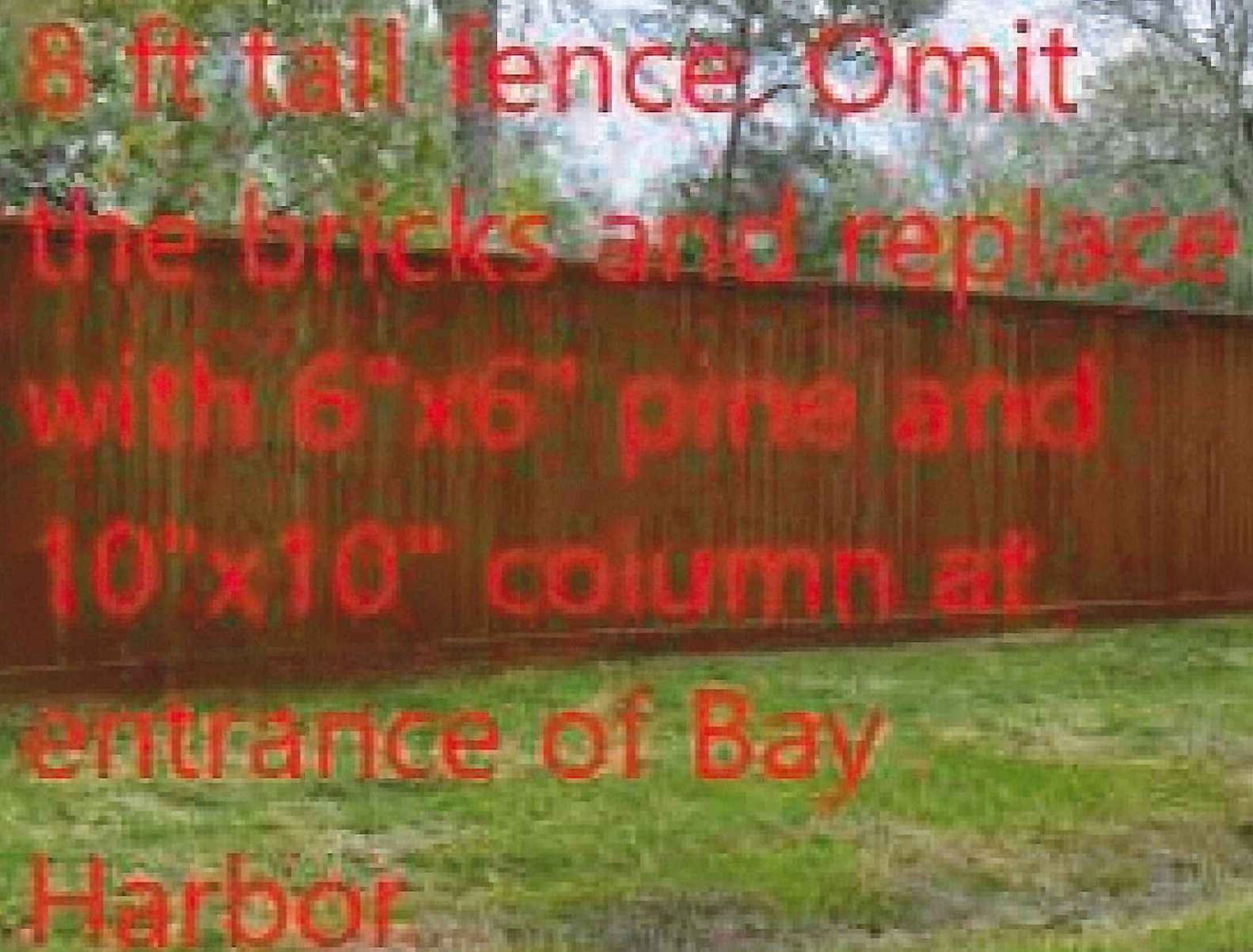
Bayou City Fence

720 Clear Creek Ave, Suite B League City TX 77573 • Office (713) 835-8185

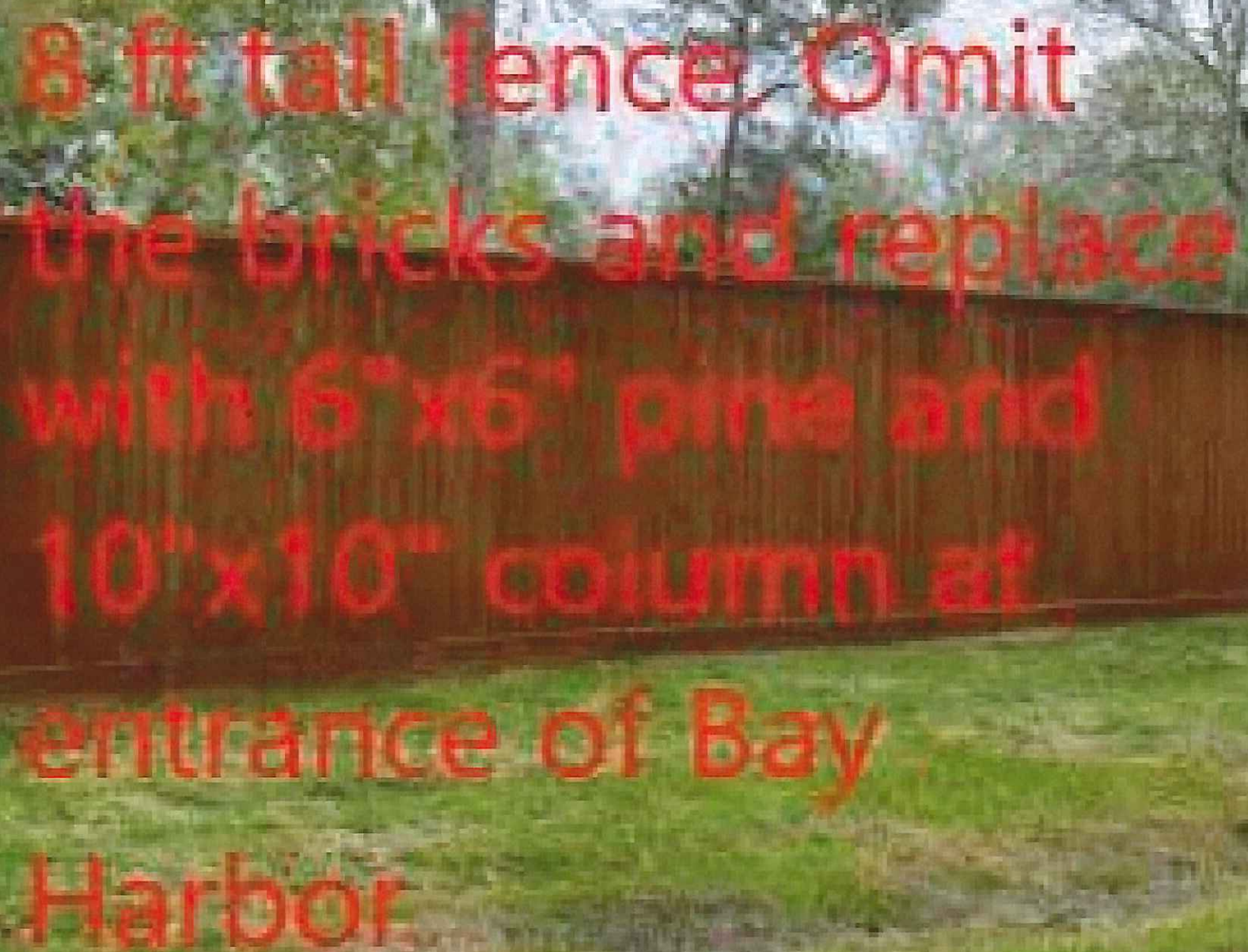
I accept the terms of this agreement.



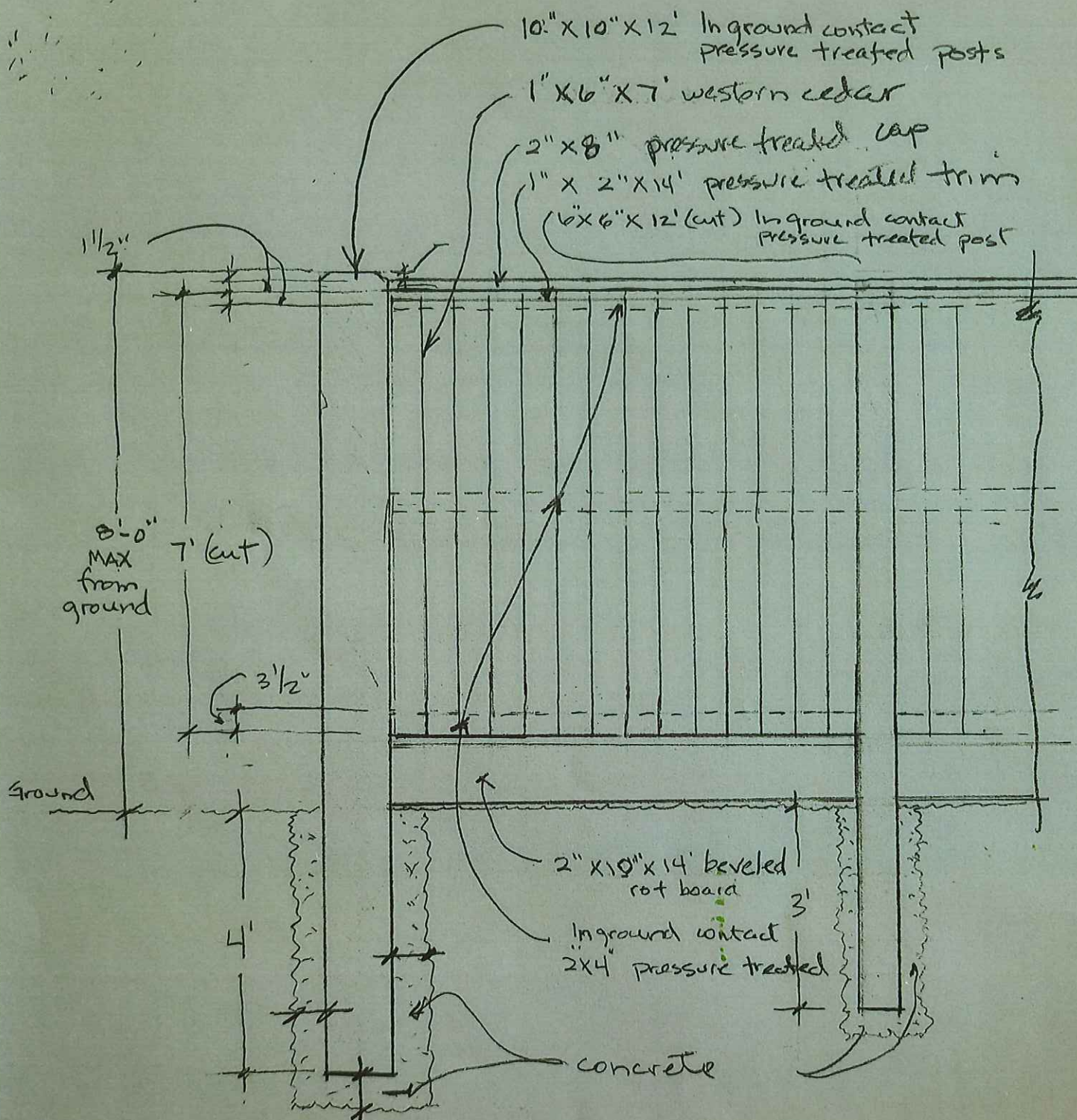
Sample of fence
with 6x6 post.
Venting on top of
fence is omitted.
We will have
pickets and cap
to top of the
fence

A photograph of a wooden fence with a brick pillar, overlaid with red text. The fence is made of vertical wooden planks and has a brick pillar on the left side. The background shows trees and a grassy area. The text is in a bold, red, sans-serif font and is positioned in the center of the image.

8 ft tall fence. Omit
the bricks and replace
with 6"x6" pine and
10"x10" column at
entrance of Bay
Harbor

A photograph of a wooden fence with a brick pillar, overlaid with red text. The fence is made of vertical wooden planks and has a brick pillar on the left side. The background shows trees and a clear sky. The text is in a bold, red, sans-serif font and is centered over the fence.

8 ft tall fence. Omit
the bricks and replace
with 6"x6" pine and
10"x10" column at
entrance of Bay
Harbor.



12 + 14 Bay Harbor Drive
 Oyster Bay Entry + along S. Broadway

Scale 1/2" = 1'-0"





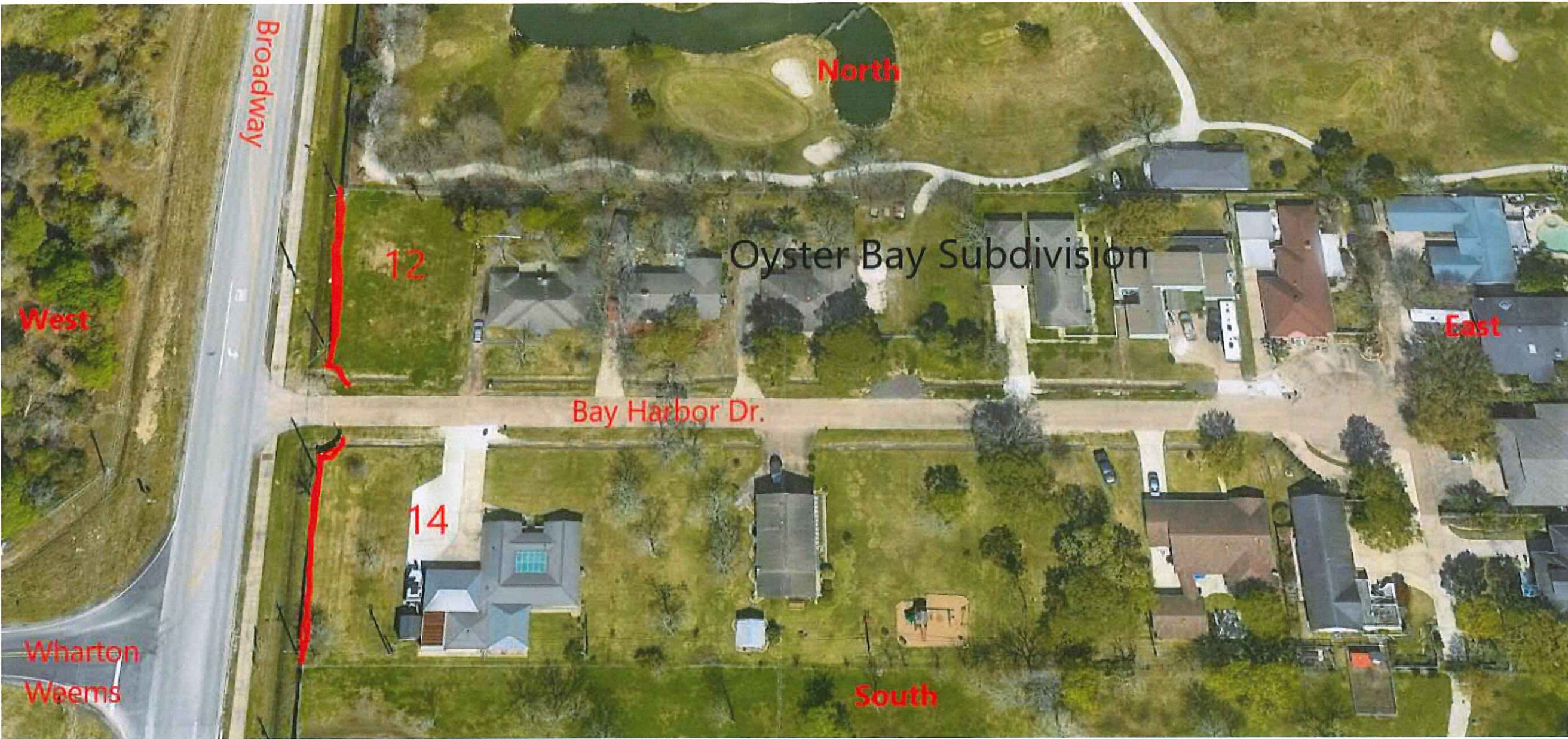


HEAD
END

WARNING
UNIMPROVED WATER
IN NEARBY DRAINAGE
DITCHES. EXCESSIVE
FLOW COULD CAUSE
FLOODING. ADVISE
THE LINE OF TRAVEL.









MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made by and entered into this ____ day of May 2023 (the "Effective Date") between the City of La Porte, Texas, a home-rule municipality under the laws of the State of Texas ("the City") and the Retreat at Bay Forest North ("RABFN"), a non-profit corporation, to establish each party's obligations under the Community Cooperation Project, as defined herein.

The terms acceptable to both Parties to begin the Community Cooperation Project are as follows:

Section 1. The City and RABFN agree that the Community Cooperation Project shall consist of installation of wood fencing along S. Broadway Street, between 2001 Troon Drive and 0 Troon Drive, both public street rights-of-way (hereinafter defined as "the Improvements").

Section 2. The RABFN shall be responsible for the construction and installation of the Improvements.

Section 3. The City agrees to contribute funding in the amount \$36,700.00 for construction and installation of the Improvements by RABFN. The City shall reimburse RABFN such funds no later than thirty (30) calendar days after proof has been provided of the fence construction and installation along with copies of receipts. Payment shall be made in one lump-sum amount.

Section 4. In consideration for City's agreement to partially fund the cost of the Improvements, RABFN agrees to fund the construction and installation of the improvements. RABFN will contribute any cost above the \$36,700.00 provided by the City, to be applied to the overall cost of the project.

Section 5. Upon completion of installation of the Improvements, RABFN shall own the Improvements. The RABFN shall be responsible for all maintenance and upkeep of the Improvements and agrees to cover all of the costs associated with same, into perpetuity.

Section 6. All funds received by RABFN from City as herein provided shall be used by RABFN solely for the propose of erecting and maintaining a wood fence along S. Broadway Street, between 2001 Troon Drive and 0 Troon Drive. In the event of any default by RABFN hereunder, including but not limited to, use of the funds provided herein for purposes other than those stated in Section 1 of this MOA, the City may terminate the Agreement. In such event City shall have the right to reclaim and recapture, and RABFN shall refund, any funds that are not spent in accordance with the terms of this MOA.

Section 7. RABFN agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work by RABFN or its agents, associated with the erection and maintenance of the fence along S. Broadway Street, between 2001 Troon Drive and 0 Troon Drive, under the terms of this MOA. For this purpose RABFN covenants and agrees to, and does hereby indemnify, defend, and hold harmless the City and all its respective officers, agents, and employees from all suits, claims, actions, and expenses of any character,

including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property, by or in consequence of any intentional or negligent act, omission, or conduct of RABFN, its agents, servants, or employees, in connection with this MOA.

Section 8. In submitting the application associated with this MOA, RABFN affirms its intent and commitment to comply in full with Section 2264.052 of the Government Code and certifies that it does not and will not knowingly employ an undocumented worker during any time period associated with the public subsidy for which the application is being submitted. RABFN further certifies its understanding and agreement that if it is convicted of a violation of 8 U.S.C., Section 1324 a(f), providing for civil and/or criminal penalties for engaging in a pattern or practice of knowingly hiring or continuing to employ unauthorized aliens, it shall repay the amount outlined in Section 3 with interest, at the rate and according to the terms of the agreement signed under Section 2264.053 of the Government Code, not later than the 120th day after the date the City notifies the recipient of the violation.

Section 9. Neither the City nor Recipient shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean Acts of God, civil riots, floods, and any other cause not reasonably within the control of the City or recipient except as provided herein, and which by the exercise of due diligence the City or recipient is unable, wholly or in part, to prevent or overcome.

Section 10. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

Section 11. RABFN may not assign this Agreement without the written consent of the City.

Section 12. The MOA embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the Parties, which relate to the matters in this Agreement.

For the City of La Porte:

Corby D. Alexander
City Manager

Attest: Haley Bowers
Dept. Coordinator

For the Retreat at Bay Forest North

Trina Hlavaty



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made by and entered into this ____ day of May 2023 (the "Effective Date") between the City of La Porte, Texas, a home-rule municipality under the laws of the State of Texas ("the City") and Anthony Langston and Suzanne Skie-Azizi ("applicants"), to establish each party's obligations under the Community Cooperation Project, as defined herein.

The terms acceptable to both Parties to begin the Community Cooperation Project are as follows:

Section 1. The City and applicants agree that the Community Cooperation Project shall consist of installation of wood fencing along S. Broadway Street, along 12 Bay Harbor Drive and 14 Bay Harbor Drive, both public street rights-of-way (hereinafter defined as "the Improvements").

Section 2. Applicants shall be responsible for the construction and installation of the Improvements.

Section 3. The City agrees to contribute funding in the amount \$16,400.00 for construction and installation of the Improvements by applicant. The City shall reimburse applicant such funds no later than thirty (30) calendar days after proof has been provided of the fence construction and installation along with copies of receipts. Payment shall be made in one lump-sum amount.

Section 4. In consideration for City's agreement to partially fund the cost of the Improvements, applicants agrees to fund the construction and installation of the improvements. Applicant will contribute any cost above the \$16,400.00 provided by the City, to be applied to the overall cost of the project.

Section 5. Upon completion of installation of the Improvements, applicants shall own the Improvements. The applicants shall be responsible for all maintenance and upkeep of the Improvements and agrees to cover all of the costs associated with same, into perpetuity.

Section 6. All funds received by applicants from City as herein provided shall be used by applicants solely for the propose of erecting and maintaining a wood fence along S. Broadway Street, along 12 Bay Harbor Drive and 14 Bay Harbor Drive. In the event of any default by applicants hereunder, including but not limited to, use of the funds provided herein for purposes other than those stated in Section 1 of this MOA, the City may terminate the Agreement. In such event City shall have the right to reclaim and recapture, and applicants shall refund, any funds that are not spent in accordance with the terms of this MOA.

Section 7. Applicants agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work by applicants or its agents, associated with the erection and maintenance of the fence along S. Broadway Street, from 12 Bay Harbor Drive and 14 Bay Harbor Drive, under the terms of this MOA. For this purpose applicant covenants and agrees to, and does hereby indemnify, defend, and hold harmless the City and all its respective officers, agents, and employees from all suits, claims, actions, and expenses of any

character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property, by or in consequence of any intentional or negligent act, omission, or conduct of applicant, its agents, servants, or employees, in connection with this MOA.

Section 8. In submitting the application associated with this MOA, applicant affirms its intent and commitment to comply in full with Section 2264.052 of the Government Code and certifies that it does not and will not knowingly employ an undocumented worker during any time period associated with the public subsidy for which the application is being submitted. Applicant further certifies its understanding and agreement that if it is convicted of a violation of 8 U.S.C., Section 1324 a(f), providing for civil and/or criminal penalties for engaging in a pattern or practice of knowingly hiring or continuing to employ unauthorized aliens, it shall repay the amount outlined in Section 3 with interest, at the rate and according to the terms of the agreement signed under Section 2264.053 of the Government Code, not later than the 120th day after the date the City notifies the recipient of the violation.

Section 9. Neither the City nor Recipients shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean Acts of God, civil riots, floods, and any other cause not reasonably within the control of the City or recipient except as provided herein, and which by the exercise of due diligence the City or recipient is unable, wholly or in part, to prevent or overcome.

Section 10. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

Section 11. Applicants may not assign this Agreement without the written consent of the City.

Section 12. The MOA embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the Parties, which relate to the matters in this Agreement.

For the City of La Porte:

Corby D. Alexander
City Manager

Attest: Haley Bowers
Dept. Coordinator

For the Oyster Bay Subdivision

Anthony Langston

Suzanne Ski-Azizi