

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 October 9, 2023, beginning at 6:00 pm 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/81147978530?pwd=c1VjejNaUmVrcGVQdmpiOVAv1p5QT09>.

Join by phone at 877-853-5257 or 888-475-4499. The meeting ID is 811 4797 8530 and the passcode is 497775.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Brian Christen, La Porte Community Church.  
**PLEDGES** – Will be led by Councilperson Jay Martin.  
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 National Domestic Violence Awareness and Prevention Month. [Louis R. Rigby, Mayor]
  - (b) Proclamation in recognition of National Fire Prevention Week. [Louis R. Rigby, Mayor]
  - (c) 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.)*
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 September 25, 2023, regular City Council meeting. [Louis R. Rigby, Mayor]
  - (b) Adopt Resolution 2024-01, appointing members of the La Porte City Council to serve as the City of La Porte's 2024 Representative and Alternate Representative to the H-GAC General Assembly and Board of Directors (annual item). [Louis R. Rigby, Mayor]
  - (c) Approve the range rebuild project utilizing Haz Mat Special Services, LLC, to remove the existing blocks and materials for \$13,990.00 and Action Target for constructing a rubberized pellet bullet trap range utilizing GSA Contract GS07F0482Y for \$144,000.00, purchase of miscellaneous building materials for \$8000.00, and contingency amount of \$8,299.50 for a total authorization of \$174,289.50. [Doug Ditrich, Chief of Police]

- (d) Award Bid #23030 'Golf Course Cart Path and Bulkhead Repair' to Aztec Remodeling and Landscaping Corporation, Inc. in the amount of \$145,320.00, and authorize the City Manager to execute a construction contract, and provide for a contingency in the amount of \$14,532.00, for a total authorization of \$159,852.00. [Billy Stoker, Bay Forest Golf Course General Manager]
- (e) Award Bid #23032 'Annual Requirements Contract for Asphalt Street Overlay' to Forde Construction, Inc. and authorize the City Manager to execute a construction contract, not to exceed annual budgeted amounts. [Ray Mayo, Director of Public Works]
- (f) Award Bid #23034 'Sanitary Sewer Rehabilitation' to Vortex Services, LLC and authorize the City Manager to execute a construction contract not to exceed annual budgeted amounts. [Ray Mayo, Director of Public Works]
- (g) Award Bid #23035 'TV Inspection and Cleaning of Storm Sewer and Sanitary Sewer Lines' to AAA Flexible Pipe Cleaning Co., Inc. and authorize the City Manager to execute a service contract not to exceed annual budgeted amounts. [Ray Mayo, Director of Public Works]
- (h) Award Bid #23036 'Bulk Fuel' to Pinnacle Petroleum, Inc. and authorize the City Manager to execute a contract for bulk fuel delivery, not to exceed annual budgeted amounts. [Ray Mayo, Director of Public Works]
- (i) Approve Fiscal Year 2023-24 vehicle and equipment replacement purchases from TIPS and Sourcewell cooperative purchasing programs, totaling \$234,740.82. [Ray Mayo, Director of Public Works]
- (j) Authorize an expenditure not to exceed \$150,000 from Bound Tree Medical, LLC. utilizing BuyBoard cooperative contract #704-23 for the procurement of medical supplies and pharmaceuticals. [Lisa Camp, EMS Chief]
- (k) Authorize an expenditure not to exceed \$33,000.00 by the La Porte Development Corporation to fund a one-year agreement between the City of La Porte, Texas, and The Retail Coach, LLC for recruitment and development services. [Matt Daeumer, Assistant City Manager]
- (l) Authorize the City Manager to execute a renewal agreement with CentralSquare for the ONESolution Enterprise Resource Planning (ERP) software in the amount of \$308,061.60. [Darren Withers, IT Manager]

## **6. STATUTORY AGENDA**

- (a) Adopt Ordinance 2023-3951 authorizing the City Manager to execute a Water Service Agreement between the City of La Porte and G&H Towing Company for provision of potable water to the tugboat docking facility at the San Jacinto Maritime Campus at 3700 Old Highway 146, in the Pasadena Industrial District. [Ray Mayo, Director of Public Works]
- (b) Presentation, discussion and possible action to provide staff direction on proposed regulations for short-term rental (STR) use in the City of La Porte. [Teresa Evans, Director of Planning and Development]

## **7. REPORTS**

- (a) Presentation of Quarterly Strategic Plan Update. [Matt Daeumer, Assistant City Manager]
- (b) Receive report of the Drainage and Flooding Committee meeting. [Councilperson Martin]

## **8. ADMINISTRATIVE REPORTS**

- Planning and Zoning Commission meeting, October 19
- La Porte Development Corporation Board of Directors meeting, October 23
- City Council meeting, October 23
- Zoning Board of Adjustment meeting, October 26



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 October 9, 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](http://www.LaPorteTX.gov), in compliance with Chapter 551, Texas Government Code.

DATE

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TIME

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TAKEN DOWN

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*Lee Woodward*

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Lee Woodward, City Secretary



# Proclamation

## Office of the Mayor

**WHEREAS**, one in three women and one in ten men report abuse in their relationships in the form of physical, emotional, sexual, psychological and economic abuse. Domestic violence affects women, children and men of all racial, social, religious, ethnic and economic backgrounds; and

**WHEREAS**, approximately 3.3 million children witness domestic violence annually, and violence in the home is the strongest indicator that abuse will be transferred to the next generation; everyone deserves to feel safe in their homes and communities; and

**WHEREAS**, no one person, organization, agency, or community can eliminate domestic violence on their own; we can work together to educate our entire population about what can be done to prevent domestic violence, support victims/survivors and their significant others, and increase support for agencies providing services to victim/survivors; and

**WHEREAS**, National Domestic Violence Awareness and Prevention Month provides an excellent opportunity for citizens of La Porte and surrounding communities to reduce domestic violence through prevention, education, increased awareness, encouraging every person to speak out when witnessing acts of violence, taking time to talk about creating a healthy, respectful, and safe community, and holding perpetrators who commit acts of violence responsible for their actions.

**NOW, THEREFORE**, I, Louis R. Rigby, Mayor, do hereby proclaim the month of October 2023 as:

### National Domestic Violence Awareness and Prevention Month

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 9<sup>th</sup> day of October 2023.

City of La Porte

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Louis R. Rigby, Mayor



# Proclamation

## Office of the Mayor

**WHEREAS**, Fire Prevention Week is observed each year during the week of October 9<sup>th</sup>, in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating damage. The 2023 Fire Prevention Week theme, *Cooking safety starts with YOU. Pay attention to fire prevention.*, effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

**WHEREAS**, we recognize all fire personnel, both paid and volunteer, for their dedication and response to emergencies within our city; and

**WHEREAS**, the La Porte Fire Department commits to providing the most effective and progressive Fire Prevention, Fire Protection, and First Responder programs, in an efficient, responsible manner, through training, equipment, and protocols for the firefighters who respond. For our community, the safety of the public is of paramount importance, along with the safety of our first responders, the environment, and property; and

**WHEREAS**, the City of La Porte can trace some existence of a fire department back to 1892, we proudly recognize all fire personnel, both paid and volunteer, for their dedication and response to emergencies for over 130 years.

**NOW, THEREFORE**, I, Louis R. Rigby, Mayor, do hereby proclaim October 8-14, 2023, as

## National Fire Prevention Week

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 9<sup>th</sup> day of October, 2023.

City of La Porte

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Louis R. Rigby, Mayor

# Employee Service Awards

October 2023

## **Rene Hernandez – Crime Prevention Officer (10 years)**

Part of the mission statement for the City is to make La Porte a safer community for all walks of life. Officer Hernandez has been working towards that goal in a variety of ways for a decade.

Rene joined the La Porte team in September of 2013 as a Patrol Officer. In 2018, he transferred from the Patrol division to Support Services as a Crime Prevention Officer. In this role, Officer Hernandez serves as a community liaison and helps citizens with issues that aren't conducive to a patrol officer. He is certified as a Master Peace Officer and is an active member and leader in the department's physical fitness programs.

Rene, thank you for your ten years of service to our community and we look forward to many more.

**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  
SEPTEMBER 25, 2023**

The City Council of the City of La Porte met in a regular meeting on Monday, September 25, 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, Chuck Engelken, Bill Bentley, Rick Helton, Jay Martin, Robbie McLarrin, Mandi Williams

**Councilpersons attending remotely:** None

**Councilpersons absent:** None

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

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m.
2. **INVOCATION** – The invocation was given by Pastor Shawn Williams, Gates of Praise.  
**PLEDGES** – Will be led by Councilperson Rick Helton.  
U.S. Flag  
Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.
3. **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.)*  
  
Mayor Rigby welcomed members of Boy Scouts of America Pack 1773.
4. **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 September 11, 2023, regular City Council meeting and the September 13, 2023, special session of the City Council (joint meeting with the La Porte Planning and Zoning Commission). [Louis R. Rigby, Mayor]
  - b. Authorize the City Manager to execute an agreement between the City of La Porte, Texas, and the Association of Bayport Companies (ABC) for provision of EMS coverage in the Bayport Industrial District, for a three (3)-year term from October 1, 2023, through September 30, 2026. [Lisa Camp, EMS Chief]
  - c. Authorize the City Manager to execute agreements between the City of La Porte, Texas, and companies and/or businesses located in the Battleground Industrial District, for provision of EMS coverage, for a three (3)-year term from October 1, 2023, to September 30, 2026. [Lisa Camp, EMS Chief]

- d. **Adopt Resolution 2023-13, nominating Mike Sullivan as the Harris Central Appraisal District (HCAD) board member representing cities other than the City of Houston, for a two-year term beginning January 1, 2024. [Louis R. Rigby, Mayor]**
- e. **Adopt Resolution 2023-12, accepting the 2023 Harris County Appraisal District certified appraisal roll for property situated within the City of La Porte, Texas. [Michael Dolby, Finance Director]**
- f. **Approve award of a community fence grant in an amount not to exceed \$76,928.40 to the Spencer Landing HOA and authorize the City Manager to execute all agreements associated with this project. [Matt Daeumer, Assistant City Manager]**

Councilperson Engelken moved to adopt the consent agenda; Councilperson Bentley seconded the motion; the motion was adopted, 9-0.

## **5. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES**

- a. **The City Council will continue a public hearing opened on September 11, 2023, to receive comments on the recommendation of the Dangerous Buildings Inspections Board for condemnation of a dangerous/substandard structure located at 226 S. Bayshore Dr., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2023-3932 ordering condemnation of dangerous/substandard structure located at 226 S. Bayshore Dr., La Porte, Texas [Richard Glass, Chief Building Official]**

At 6:04 p.m., Mayor Rigby continued the public hearing opened at the September 11, 2023, City Council meeting. Mr. Glass provided an update from conversations with the property owner. There were no public comments. Mayor Pro Tem Engelken moved to continue the public hearing to the October 23, 2023, City Council meeting; the motion was seconded by Councilperson Williams; the motion was adopted, 8-1, Councilperson McCaulley voting against.

- b. **The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2023-3953, amending the Code of Ordinances of the City of La Porte, Chapter 106-Zoning, by amending regulations related to the classification of short term rental uses in designated zoning districts; followed by discussion and possible action to consider adopting Ordinance 2023-3953 amending the Code of Ordinances, Chapter 106-Zoning, by amending regulations related to the classification of short term rental uses in designated zoning districts. [Teresa Evans, Director of Planning and Development]**

Mayor Rigby opened the public hearing at 6:14 p.m. Director Evans provided an analysis of the proposed ordinance. Mayor Rigby closed the hearing at 6:33 p.m.

Councilperson Williams moved to adopt Ordinance 2023-3953, amending the Code of Ordinances of the City of La Porte, Chapter 106-Zoning, by amending regulations related to the classification of short-term rental uses in designated zoning districts; Councilperson Helton seconded the motion; the motion was adopted, 9-0.

- c. **The City Council will hold a public hearing to receive comments regarding their consideration of the proposed City of La Porte, Texas, budget for the 2023-24 Fiscal Year; followed by discussion and possible action to adopt Ordinance 2023-3948, approving the City of La Porte, Texas, Fiscal Year 2023-24 Proposed Budget. [Michael Dolby, Finance Director]**

*Councilperson Martin signed a conflict of interest affidavit and did not participate in the discussion or vote regarding the portion of the budget pertaining to the City of La Porte contract with the La Porte-Bayshore Chamber of Commerce.*

Mayor Rigby opened the public hearing at 6:37 p.m. Director Dolby provided updates. There were no public comments. Mayor Rigby closed the public hearing at 6:48 p.m.

Mayor Pro Tem Engelken moved to approve the line item in the City of La Porte, Texas, Fiscal Year 2023-24 Proposed Budget for funding of the contract between the City of La Porte and the La Porte-Bayshore Chamber of Commerce; Councilperson Bentley seconded the motion; the motion was adopted, 8-0.

Mayor Pro Tem Engelken moved to adopt Ordinance 2023-3948, approving the City of La Porte, Texas, Fiscal Year 2023-24 Proposed Budget; Councilperson Bentley seconded the motion; the motion was adopted by roll call vote, 9-0.

## **6. STATUTORY AGENDA**

- a. Presentation, discussion, and possible action to adopt Ordinance 2023-3952, setting the City of La Porte, Texas' ad valorem tax rate and levying taxes on taxable property located in the City of La Porte, Texas, for the 2023-24 Fiscal Year. [Michael Dolby, Finance Director]**

Mayor Pro Tem Engelken moved to adopt Ordinance 2023-3952, setting the City of La Porte, Texas' ad valorem tax rate of \$0.71 and levying taxes on taxable property located in the City of La Porte, Texas, for the 2023-24 Fiscal Year; Councilperson Bentley seconded the motion; the motion was adopted, 9-0.

- b. Presentation, discussion, and possible action to select meeting dates for regular City Council meetings in November and December 2023. [Councilpersons Lunsford, Williams, and Helton]**

Mayor Pro Tem Engelken moved to cancel the fourth Monday meeting dates for regular City Council meetings in November and December 2023.; Councilperson Bentley seconded the motion; the motion was adopted, 9-0.

## **7. REPORTS**

- a. Receive report of the La Porte Development Corporation Board of Directors meeting. [Mayor Pro Tem Engelken]**

Mayor Pro Tem Engelken reported the Board met, approved the expenditure of \$33,000.00 in the Fiscal Year 2023-2024 La Porte Development Corporation budget to fund a one-year agreement between the City of La Porte, Texas, and The Retail Coach, LLC for recruitment and development services, opened a 60-day public comment period for a potential project of the La Porte Development Corporation to promote new or expanded business enterprises at 114 W. Main St., La Porte, Texas, to be known as Round Table Pizza Royalty, through an incentive payment up to a \$217,800.00, and received a briefing on the update to the Comprehensive Plan.

## **8. ADMINISTRATIVE REPORTS**

- City Council meeting, October 9
- Planning and Zoning Commission meeting, October 19
- City Council meeting, October 23
- Zoning Board of Adjustment meeting, October 26

City Manager Corby Alexander said there were no reports.

- 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.**

Councilpersons said the Rotary Club was hosting an upcoming Reverse Draw fundraiser; applauded the City departments who participated in Saturday's Safety Fair; thanked the staff for the preparation of the budget; congratulated new Judge Bratton, wishing her the best of luck, and offered Judge Mitrano



all the best in her retirement, thanking her for her long and dedicated career with the City; congratulated Deputy City Secretary Sharon Harris on earning her Master Municipal Clerk designation from the International Institute of Municipal Clerks (IIMC).

**10. ADJOURN** – Without objection, the meeting was adjourned at 7:03 p.m.

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Lee Woodward, City Secretary



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2023

Requested By: Louis R. Rigby, Mayor

Department: City Council

☐ Report ☒ Resolution ☐ Ordinance

**Exhibits:** H-GAC letter  
Proposed Resolution 2024-01

### Appropriation

Source of Funds: \_\_\_\_\_

Account Number: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

Budgeted Item: ☒ Yes ☐ No

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### SUMMARY & RECOMMENDATION

Per the bylaws of the Houston-Galveston Area Council (H-GAC), the City of La Porte is authorized to select one Councilperson as a representative and one as an alternate to the H-GAC General Assembly and Board of Directors. Additionally, the H-GAC's bylaws stipulate that the representative is the General Assembly delegate and, as such, is also designated to serve on H-GAC's Board of Directors.

The 2023 representative is Mayor Pro Tem Chuck Engelken and the alternate is Councilperson Bill Bentley. Both are willing to continue serving in these roles. The 2024 representatives will begin the term of office the first of January 2024.

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### STRATEGIC PLAN STRATEGY AND GOAL

This selection process directly supports the following Guiding Principle of City's 2023 Strategic Plan:

- Governance: *The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.*

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### ACTION REQUIRED BY CITY COUNCIL

**Adopt Resolution 2024-01 to appoint members of Council as the City's 2024 H-GAC Representative and Alternate to the General Assembly and Board of Directors.**

## **RESOLUTION 2024-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, DESIGNATING CITY REPRESENTATIVES TO THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) 2024 GENERAL ASSEMBLY AND BOARD OF DIRECTORS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF**

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

1. The following be and are hereby designated as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the year 2024:

REPRESENTATIVE \_\_\_\_\_

ALTERNATE \_\_\_\_\_

2. They are hereby designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2024.
3. The Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegate and alternate.

**PASSED and APPROVED** this, the 9<sup>th</sup> day of October, 2024.

**CITY OF LA PORTE, TEXAS**

\_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lee Woodward, City Secretary

\_\_\_\_\_  
Clark T. Askins, City Attorney



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>10-23-2023</u>	<b>Appropriation</b>
Requested By: <u>Doug Ditrich, Chief of Police</u>	Source of Funds: <u>CIP Budget</u>
Department: <u>Police</u>	Account Number: <u>015-5253-521-1100</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>\$225,658</u>
	Amount Requested: <u>\$174,289.50</u>
<b>Exhibits:</b> Haz Mat Special Services Quote Action Target Quote & Sole Source Letter	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

### SUMMARY & RECOMMENDATION

During the April 2023 Council Retreat, the City Council received a report on the collapsed block wall at the La Porte Police Department gun range and a proposed rebuilding project. Council directed staff to proceed with the proposed project and include \$225,658 in the FY 2024 budget for the implementation of the project.

The range rebuild project will consist of two phases. The first phase will include the removal of the existing lead-filled rubber blocks and some miscellaneous structure materials from the site. A qualified hazardous materials company must complete the work. The Police Department contacted three different hazardous materials vendors who each visited the range site separately so that they were aware of the quantity and type of materials to be removed and so that each had a complete understanding of the scope of work. Quotes were subsequently sent to the vendors.

Upon receipt of the quotes for the first phase, the low bid was from Haz Mat Special Services, LLC, in the amount of \$13,990. The cost is substantially less than projected originally.

The second phase of the project will be the range rebuild. As discussed during the retreat, the Department explored other types of range systems because the current rubber block system proved unsustainable for the Department structurally and economically. After research, a bullet trap system offered by Action Target was recommended.

The Department has received a quote from Action Target for \$144,000.00 under a GSA contract number GS07F0482Y. Action Target is also a sole source for this type of range system due to the nature of the products used to build the bullet trap system.

The Police Department projects an additional \$8,000 in materials, such as lumber, that will be needed to finish the project.

In summary, the Police Department is seeking approval for the following:

Haz Mat Special Services	(removal)	\$ 13,990
Action Target	(rebuild)	\$144,000
Misc. Materials	(rebuild)	\$ 8,000
Contingency	(5%)	\$ 8,299.50
<b>TOTAL</b>		<b>\$174,289.50</b>

The Police Department recommends council approve the Police Department to proceed with the range rebuild project utilizing Haz Mat Special Services, LLC, to remove the existing blocks and materials and Action Target for constructing a rubberized pellet bullet trap range, miscellaneous building materials, and contingency amount.

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### STRATEGIC PLAN STRATEGY AND GOAL

The removal of the existing rubber blocks and materials and rebuilding of the gun range utilized by the La Porte Police Department supports the City's 2023 Strategic Plan Guiding Principles:

*Governance: The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.*

*Infrastructure and Utilities: The City La Porte will have and maintain a strong infrastructure and up to date facilities to continue to provide superior services for our citizens.*

*Organizational Excellence: The City of La Porte will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.*

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### ACTION REQUIRED BY CITY COUNCIL

**Approve the range rebuild project utilizing Haz Mat Special Services, LLC, to remove the existing blocks and materials for \$13,990.00 and Action Target for constructing a rubberized pellet bullet trap range utilizing GSA Contract GS07F0482Y for \$144,000.00, purchase of miscellaneous building materials for \$8000.00, and contingency amount of \$8,299.50 for a total authorization of \$174,289.50.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**







**City of La Porte – Purchasing  
Request for Quote**  
Dated:

Please return quote on or before:

Due date: 9-15-23

Time: 12 noon

TO:

Name: Scott Pullig

Email: pulligs@laportetx.gov

Fax: 281-470-1590

**BIDDER MUST FILL IN AND SIGN:**

**Haz Mat Special Services**

Name of Firm, Company

Jason Nevills

Contact Name

2200 Pasadena Fwy

Mailing Address

Pasadena

TX

77506

City

State

Zip Code

(346) 222-7932

jnevills@hazmatspecialservices.com

Phone Number

Email

*Jason Nevills*  
AUTHORIZED SIGNATURE

09/18/23  
DATE

**SHIP TO:**

La Porte Police Department  
Range

Item No.		Quantity	Unit	Unit Price	Extension
1	Remove and dispose rubber lead impacted rubber blocks (approximately 350-400 blocks), railroad ties, and metal track system from La Porte Police Department shooting range. Materials will be disposed of in accordance with all local, state, and federal laws that apply to lead contaminated material.  Vendor provided opportunity to complete a site review/visit prior to submittal of quote.  Quote shall remain valid for 60 days after submission.	1	1	\$13,990.00	
	Total				

Please indicate if you are a Certified HUB Vendor

Yes

☐

No

☒

ALL BIDS F.O.B. DESTINATION, TRANSPORTATION CHARGES BORN BY BIDDER UNLESS OTHERWISE NOTED.

DELIVERY IN \_\_\_\_\_ DAYS ARO. Prices shall be firm for a minimum of thirty (30) days.

Pursuant to Section 2270.001 of the Texas Government Code, signing this form is verification by an authorized agent of the vendor that the vendor 1) does not boycott Israel currently; and 2) will not boycott Israel during the term of the contract with the City of La Porte.



July 5, 2023

LT Scott Pullig  
La Porte Police Department  
3001 N 23<sup>rd</sup> Street  
La Porte, TX 77571

LT Pullig,

Thank you for your interest in the Action Target Granulated Rubber Berm Bullet Trap system. Unique aspects of the Granulated Rubber Berm system were invented by Action Target and have been patented accordingly.

Because of extensive work with federal and military agencies, and unique line of patented products, Action Target is the only complete target and range manufacturer to be given a singular source GSA contract (GSA #GS07F0482Y) by the federal government. Action Target is the sole manufacture of all Action Target branded products and have copyright and/or patent protection on almost all the major items we manufacture.

At this time, Action Target products are only offered direct from the factory and not available through any other distributors. We are also the sole authorized installer for Action Target products. We look forward to working with you, and hope that you will not hesitate to contact us with any questions or concerns.

Sincerely,

Aaron Ludwig  
Territory Manager



**BETTER EQUIPPED. BETTER PREPARED.™**

📍 3411 S Mountain Vista Pkwy Provo, UT 84606 📞 801.377.8033 📠 801.377.8096 🌐 [ActionTarget.com](https://www.ActionTarget.com)

# ACTION TARGET PROPOSAL



# ACTION TARGET PROPOSAL

## Thank You

For allowing Action Target the opportunity to quote your range project. With over 35 years of experience, we appreciate you trusting us to meet the challenges of building your ideal facility.



## La Porte PD

Quotation Number: 139358

Prepared by: Aaron Ludwig



3411 Mountain Vista Pkwy, Provo Ut 84606  
ActionTarget.com | 888.377.8033

RANGE EQUIPMENT	Price
<b>Granulated Rubber Berm Bullet Trap</b> <ul style="list-style-type: none"><li>-60' wide</li><li>-Rifle rated containment (ATI Level II)</li><li>-Patented deck design</li></ul> <b>Factory Installation</b> <b>Shipping</b>	\$144,000.00
<b>Trusted Partner 3-Year Warranty</b> <ul style="list-style-type: none"><li>- Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.</li></ul>	\$0.00
<b>Total</b>	<b>\$144,000.00</b>



# TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

**PROPOSAL DATE** 08/28/23

**PROPOSAL VALIDITY** 60 days

**PAYMENT TERMS**

1. Net 30, Schedule of Values.
2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.
3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal.
4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.

**Steel Pricing Terms**

The Parties acknowledge that the Total Contract Price includes an estimated costs for steel to be utilized in the ATI equipment being provided as part of this Agreement. If the actual price for steel at the time ATI orders the steel for this project is less than the amounts estimated in the current Total Contract Price, ATI agrees to adjust the Total Contract Price accordingly and credit Customer the difference. ATI will utilize the "Notice to Proceed" as the time frame to asses the cost of steel for the project, including Industry Indexes and then current quotes from ATI's steel suppliers.

**SHIPPING TERMS**

1. FOB destination: prepaid.
2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.

**DELIVERY & INSTALLATION TERMS**

1. Manufacturing shall take no fewer than 18 weeks.
2. Factory installation estimated 6 working days.
3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

**CUSTOMER  
RESPONSIBILITIES**

1. Demolition and disposal of current bullet trap system.
  2. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
  3. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
  4. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
  5. Additional fees related to "customization" of product or work otherwise identified as "custom".
  6. Any other work, materials or equipment that is not expressly included in the ATI Work.
  7. Disposal of construction waste.
  8. Wash area and restroom facilities.
-

# RUBBER BERM TRAP™

## NOT ALL RUBBER BERM TRAPS ARE BUILT ALIKE

Action Target's Rubber Berm Trap has numerous attributes that set it apart from the competition. For example, the trap is engineered with a uniquely designed galvanized steel frame that holds rubber in place to safely capture rounds. The rubber can also be treated with a flame-resistant formula to provide maximum fire protection.

### Rubber Granules

Action Target's styrene-butadiene rubber granules are available in a variety of sizes and grade options to fit the needs of any range.

### Fire Treatment

Action Target provides optional Flame Lock™ flame-resistant treatment. This gives rubber granules an ASTM-E84 and ASTM-E108-11 Class A rating, which is the industry's best fire rating.

### Self-Supporting Frame

The Rubber Berm Trap is the safest rubber trap available. The self-supporting berm frame is designed to IBC standards.

### Patented Fin Design

The Rubber Berm Trap's patented fin design keeps the rubber at a depth that is safe for shooters and reduces trap maintenance.

### Sidewall Protection

Customers may opt for AR steel sidewalls to prevent bullets from damaging the range walls.

### Integrated Baffles

Optional overhead baffles are available for additional protection of the building structure. Baffles can also be positioned as a hopper feeder for granule distribution.



**LEARN MORE**

[ActionTarget.com/RBT](https://ActionTarget.com/RBT)

## FEATURES

- Internal Frame Design
- Industry's Best Fire Rating
- Patented Fin Design
- Clean and Quiet
- Harvested Rubber Granules
- Optional .50 BMG Rating





# TRUSTED PARTNER WARRANTY™

## 3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

### Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.



### LEARN MORE

[ActionTarget.com/TrustedPartnerWarranty](http://ActionTarget.com/TrustedPartnerWarranty)

## CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Line of Fire™
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™



## Customer Support

**24/7 Support | Remote Access | Inventory | Nation-Wide Reps | 3-Year Warranty**

Action Target is always on call to help with warranty issues. Many items are remotely accessible, allowing us to quickly trouble shoot. We also maintain inventory to minimize service time.





# RANGE SERVICES

## TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions. From scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

### Recycling & Disposal Programs

#### Metals Recycling | Waste Disposal

Action Target offers a full solution for metals recycling and waste disposal. Within 72 hours Action Target picks up shipment, replacing collection containers. Receive a 10% bonus on Action Target equipment and services.

### Rubber Berm Trap Cleaning

#### Transparent pricing | Proprietary Process | Convenience

Action Target uses a simple, transparent all-inclusive pricing structure to give you the best return on your metals. Our process to clean rubber berm traps has safety and profitability of your range in mind. This turnkey solution integrates all our programs and provides all the necessary materials.

### Maintenance & Cleaning Programs

#### Range Visits | Cleaning | Maintenance

Action Target works with you to build a plan for annual range visits, which include specialized services to keep your range running at peak performance.



**LEARN MORE**

[ActionTarget.com/Services](https://ActionTarget.com/Services)





## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9<sup>th</sup>, 2023  
Requested By: Billy Stoker, General Manager  
Department: Bay Forest Golf Course  
☒ Report   ☐ Resolution   ☐ Ordinance

**Exhibits:** Bid Tabulation and Bid forms

Appropriation	
Source of Funds:	<u>Fund 015-CIP</u>
Account Number:	<u>015-6049-551-1100</u>
Amount Budgeted:	<u>\$159,852.00</u>
Amount Requested:	<u>\$159,852.00</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

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### SUMMARY & RECOMMENDATION

City of La Porte Bid #23030 for Cart Path Revisions and Bulkhead Repair Project was opened and publicly read at August 10, 2023. The bid was posted on Public Purchase, the City website and advertised in the Bay Area Observer on July 20, 2023 and July 27, 2023. 99 vendors were notified, with 19 vendors downloading the bid documents and four (4) vendors submitting a bid. The low bid was submitted by Aztec Remodeling and Landscaping in the amount of \$145,320.00. This solicitation scope includes 180 linear feet of cart path removal, hauled off and replaced with rebar reinforced concrete. Along with the cart path repair, this includes removal of 265 linear feet of bulkhead on hole #15 and replaced with 265 linear feet of bulkhead with reinforced tie backs. After completion of the repairs on hole #15, 310 linear feet of bulkhead will be installed on hole #1.

Staff recommends award of Bid #23030 to Aztec Remodeling and Landscaping the amount of \$145,320 with a contingency of \$14,532.00 for a total authorization of \$159,852.00. Aztec Remodeling and Landscaping has performed this type work at the golf course in the past with favorable results. (Billy Stoker, General Manager)

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### STRATEGIC PLAN STRATEGY AND GOAL

**3.0 Infrastructure and Facilities** – The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our neighbors.

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### ACTION REQUIRED BY CITY COUNCIL

**Award Bid #23030 'Golf Course Cart Path and Bulkhead Repair' to Aztec Remodeling and Landscaping Corporation, Inc. in the amount of \$145,320.00, and authorize the City Manager to execute a construction contract and provide for a contingency in the amount of \$14,532.00, for a total authorization of \$159,852.00.**

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Approved for the City Council meeting agenda

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Corby D. Alexander, City Manager

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Date

**BID FORM****BID 23030-BAY FOREST GOLF COURSE-CART PATH AND BULKHEAD REPAIR**DATE: 8/8/2023

Bid of AZTEC Remodeling & Landscaping an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of capital, for the Bay Forest Golf Course-Cart Path and Bulkhead Repair for the City of La Porte, Harris County, Texas.

Gentlemen:

The undersigned bidder has carefully examined the Instructions to Bidders, this Proposal, the General Conditions of Agreement, the Technical Specifications and the drawings for the work herein above described and referred to in the Invitation to Bid and has carefully examined the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as called for in the Contract, the Specifications and shown on the drawings, and in the manner prescribed therein and according to the requirements of the City of La Porte.

<b>BASE BID</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>CART PATH HOLE # 15</b>				
<b>Item Description</b>				
1. Remove Cart Path 180 LF	1080	SF	\$ <u>2.00</u>	\$ <u>2,160.00</u>
2. Install New Cart Path, 180 LF (Includes Double Hauling of Concrete)	1080	SF	\$ <u>10.00</u>	\$ <u>10,800.00</u>
<b>BULKHEAD HOLES # 1 and #15</b>				
3. Remove Bulkhead at Hole No. 15	265	LF	\$ <u>36.00</u>	\$ <u>9,540.00</u>
4. Install New Bulkhead at Hole No. 15	265	LF	\$ <u>226.00</u>	\$ <u>59,890.00</u>
5. Install New Bulkhead at Hole No. 1	310	LF	\$ <u>203.00</u>	\$ <u>62,930.00</u>

**Base Bid**

Total of Items 1-5

TOTAL BASE BID \$ 145,320.00Written one hundred forty five thousand three hundred twenty

It is understood and agreed that the work shall be complete in full within 120 calendar days after the date on which work is to be commenced as established by the Contract Documents.

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

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

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal the undersigned should fail to enter into a construction contract and execute bonds as provided in the specifications. In the event the undersigned should fail to enter into a construction contract and execute bonds as required within 14 calendar days after the Engineer has given unsigned contracts to the Contractor, it is understood and agreed that the bid security shall be forfeited to the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner as a result of such failure on the part of the undersigned.

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

In the event of Award of the Contract to the undersigned, the undersigned agrees to furnish Performance and Payment Bonds as provided in the Specifications.

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

Date August 8, 2023

Signed [Signature]

By President  
(Title)

Company AZTEC REMODELING + LANDSCAPING CO.

P.O. Box 594 Seabrook, TX 77586  
(Address)

281-910-6600  
(Telephone Number)

AZTECLDSC@gmail.com  
(Email Address)

[Signature]  
Witness

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No. N/A \_\_\_\_\_

Date Received \_\_\_\_\_



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**BID BOND**STATE OF TEXAS     §  
                              §  
COUNTY OF HARRIS §SURETY'S NO. 08102023KNOW ALL MEN BY THESE PRESENTS, THAT Aztec Remodeling and Landscaping Co.  

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(hereinafter called the Principal), as Principal and The Ohio Casualty Insurance Company  

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(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 Ten Thousand and xx/100 Dollars (\$ 10,000.00 ), 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 BID #23030  
BAY FOREST GOLF COURSE  
CART PATH & BULKHEAD REPAIR

---

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.

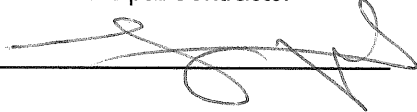
PROVIDED, further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 25th day of July, 2023.

Aztec Remodeling and Landscaping Co.

Principal/Contractor

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



The Ohio Casualty Insurance Company

Surety

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



Address: 107 Shirleen Drive

Seabrook, TX 77586

Address: 7900 Windrose Ave.

Plano, TX 75024

NOTE: Attach Power of Attorney



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8207097-989719**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lee R. Stevens; Nicholas J. Stevens

all of the city of Denton state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of January, 2022.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 6th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 25th day of July, 2023.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2023

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

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

<b>PRODUCER</b> <b>McCorkle Insurance Agency</b> 14020 Highway 3, #110 Webster, TX 77598	<b>CONTACT NAME:</b> Jason <b>PHONE (A/C No. Ext):</b> 281.488.2720 <b>FAX (A/C No.):</b> 281.488.4362 <b>E-MAIL ADDRESS:</b> jason@mccorkleins.com
<b>INSURED</b> <b>Aztec Remodeling and Landscaping</b> Momayezi, Suzy PO Box 594 Seabrook, TX 77586 TX 77586	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Clear Blue Insurance Company <b>INSURER B:</b> State Auto Commercial Insurance <b>INSURER C:</b> Evanston Insurance Company <b>INSURER D:</b> Texas Mutual Insurance <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER: 01****REVISION NUMBER: 01**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BGTX0020365800	12/8/2022	12/8/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			10133662CA	5/25/2023	5/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	4848976	5/25/2023	5/25/2024	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>N</b>	N/A	F 0002045830	3/20/2023	3/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
			F				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as Additional Insured with a waiver of subrogation on the commercial GL policy but only in regards to the insured's business operations. 30 day notice of cancellation applies

**CERTIFICATE HOLDER****CANCELLATION**

City of La Porte  
Purchasing Division  
604 W Fairmont Pky  
La Porte Tx. 77571

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**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:

AZTEC Remodeling + landscaping

Address:

P.O. Box 594

Seabrook, Tx 77586

Printed Name:

SORAYA HJAVADZADEH

Authorized Signature:



Date:

August 8/2023

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**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.

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

Or

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

*(Initial one of the above)*

**Business Name:**

AZTEC Remodeling & Landscaping

**Address:**

P.O. Box 594  
Seabrook, Tx 77586

**Printed Name:**

SORAYA AJAVADZADEH

**Authorized Signature:**



**Date:**

August 8/2023

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## CITY OF LA PORTE

### PROTECTION OF RESIDENT WORKERS COMPLIANCE

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

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

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

**Business Name:**

AZTEC Remodeling & Landscaping

**Address:**

P.O. Box 594

Seabrook, TX 77586

**Printed Name:**

SORAYA - DJAVADZADEH

**Authorized Signature:**



**Date:**


August 8/2023

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## CITY OF LA PORTE INDEMNITY HOLD HARMLESS AGREEMENT

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

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

**Business Name:**AZTEC Remodeling & Landscaping**Address:**P.O. Box 594SEABROOK, TX 77586**Printed Name:**SORAYA DJAVADZADEH**Authorized Signature:****Date:**August 8/2023



# 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.

AZIEC Remodeling And Landscaping

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

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

Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

7 Signature of vendor doing business with the governmental entity

Date

August 18/2023

House Bill 89 VERIFICATION

I, SORAYA JAVADZADEH (Person name), the undersigned

representative of (Company or Business name) AZTEC Remodeling

and Landscaping Company

(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.

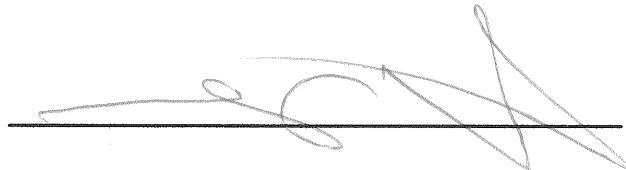
This statement is exempt for sole proprietorship vendors, vendors who have less than 10 full time employees and contracts that are under \$100,000 of public funds.

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.

August 8/2023

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

AZTEC REMODELING & LANDSCAPING CO.  
P.O. Box 594 Seabrook, TX 77586  
281- 910-6600

E-Mail AZTEC LDSC @ GMAIL .COM

To whom it may concern.

Thank you for your interest in our company.

Aztec Remodeling & Landscaping Company is a woman owned corporation, which was established in 1981, changed to Texas corporation in September 1994.

We have been involved in so many projects with well-known and established companies in Houston and in surrounding cities. Our workmanship, management, and quality of products are the main keys to our success.


The company never was engaged in any lawsuit, bankruptcy, or any defaults. We performed for the past twelve years so many different projects with the city of La Porte.

Soraya Djavdzadeh is the president and secretary of Aztec Remodeling and landscaping. She oversees the management of construction and performed many projects for the Federal, Metro, parks, HISD, and so many golf courses for the past 40 years.

Below is one of the recent projects that we are completing by August 30,2023. We hope this information will give us the opportunity to provide you with our services and savings.

Project: Boat slip, decking and pier  
Owner: CLJ investment  
Project manager Mr. Roy Greensage  
Phone # 832-526-5672  
drgreensage@yahoo.com  
Contract: \$ 235,000.00  
Completion by August 30,2023

Thank you.



Soraya djavdzadeh  
president



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

**References:**

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

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

Company Name	Contact	Address	Telephone	E-mail
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RAM Design	Richard Makover		713-952-7224	
R. MAKOVER @ Yahoo.com				
Build So many Shopping Centers (Reference Attached)				

Company Name	Contact	Address	Telephone	E-mail
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CITY OF GALVESTON	BRAX Easterwood		409-354-8976	
EASTERWOOD @ BEAIA.COM				
Jack Johnson Park (Structure, Concrete, Fence) \$14,600				

Company Name	Contact	Address	Telephone	E-mail
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Z-Co	Mike Butte		713-439-7922 or 832-724-9987	
MIKE BUTTE @ gmail.com				
Project Urban Retread & more ATTACHED				

Company Name	Contact	Address	Telephone	E-mail
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CITY OF DEER PARK	Wade Miller		281-478-7220	
WMILLER @ DEER PARK TX.ORG				
Concrete \$307,700.00				

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

LLOYD W. DUNCAN			713-203-7386	
LLOYD W DUNCAN @ gmail.com				
Project: MOSES LAKE Boat Storage \$130,700.00				

Company Name	Contact	Address	Telephone	E-mail
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General Contractor Services	Robert Mullins		281-630-3883	
ALLCS @ AOL.COM				
Seawall Thru Galveston, TX \$265,000.00				



City of La Porte

Established 1892

Purchasing Department

Cherrell Daoumer, Purchasing Manager

Reference Check Form

Vendor Name: Aztec Remodeling and Landscaping Co

1. How long have you used Aztec Remodeling and Landscaping Co  
in a Subcontractor capacity? Are they currently engaged with your company?  
Yes If not, when did you use their services? Since 2006
2. How many different projects have you worked with Aztec Remodeling and Landscaping Co on in a similar  
capacity? Please give Project details including dates, cost, and general description (feel free to attach  
additional sheet, in needed).  
RE: Attached
3. On a scale of one to ten, with ten being completely satisfied and one being completely unsatisfied, how  
would you rate the following:
  - a. Overall reliability 9
  - b. Overall vendor ability to meet timelines or deadlines 9
  - c. Overall vendor personnel experience level 10
4. On a scale of one to ten, with ten being excellent and one being unsatisfactory, how would you rate the  
following:
  - a. The company's attitude toward customer service? 10
  - b. The company's ability to resolve problems? 10
  - c. The company's overall performance? 10
5. On a scale of one to ten, with ten being "absolutely would" and one being "absolutely would not", would you  
recommend this vendor to someone? 10
6. In your opinion, what are the vendor's
  - a. Strengths? Response to customer needs, attention to details, good quality of work
  - b. Weaknesses? Can't think of any
  - c. Additional Comments?

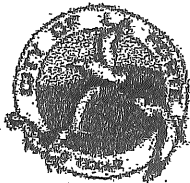
Richard Makover  
Printed Name/Title of person Completing Form

RAM Architects  
Company Name of Reference

[Signature]  
Signature of Same

May 31, 2018  
Date

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



City of La Porte

Established 1892

Purchasing Department

Cherell Deumer, Purchasing Manager

Reference Check Form

Vendor Name: Aztec Remodeling and Landscaping Co

1. How long have you used Aztec Remodeling and Landscaping Co in a Sub CONTRACT capacity? Are they currently engaged with your company? YES If not, when did you use their services?
2. How many different projects have you worked with Aztec Remodeling and Landscaping Co or in a similar capacity? Please give Project details including dates, cost, and general description (feel free to attach additional sheet in needed). URBAN RETREAT - Project MANAGERS- 2015-16 \$455,000.00  
North Fox Town Church - Construction Planning - 2015-16 \$100,000.00  
Frank School - Project Planning & Management - Current \$600,000
3. On a scale of one to ten, with ten being completely satisfied and one being completely unsatisfied, how would you rate the following:
  - a. Overall reliability. 10
  - b. Overall vendor ability to meet timelines or deadlines. 9
  - c. Overall vendor personnel experience level 9
4. On a scale of one to ten, with ten being excellent and one being unsatisfactory, how would you rate the following:
  - a. The company's attitude toward customer service? 10
  - b. The company's ability to resolve problems? 8.5
  - c. The company's overall performance? 9.5
5. On a scale of one to ten, with ten being "absolutely would" and one being "absolutely would not", would you recommend this vendor to someone? 10
6. In your opinion, what are the vendor's:
  - a. Strengths? RELIABLE - KNOWLEDGEABLE - HONEST
  - b. Weaknesses? Too soft with subs
  - c. Additional Comments? EXCELLENT CO. TO WORK WITH

Mike Butte - President  
Printed Name/Title of person Completing Form

[Signature]  
Signature of same

Z-Co. Development Corp

Company Name of Reference

6-6-18

Date

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

# LIST OF PROJECTS

YEAR	PROJECT NAME	LOCATION	DESCRIPTION	BUDGET
2006	Grand Harbor Center	Houston, TX	Retail Center	\$ 1,680,399.00
2009	Pasadena ISD	Pasadena TX	Educational	\$ 680,000.00
2009	La Porte Arch Gateway	La Porte TX	Municipal	\$ 657,530.00
2010	Elder Care Center	Chambers County, TX	Medical	\$ 1,207,500.00
2012	Grant Retail	Houston, TX	Retail Center	\$ 866,000.00
2018	Housing	San Antonio, TX	Housing	\$ 1,500,000.00



**Access Report**

Agency

Bid Number

Bid Title

City of La Porte (TX)

Sealed Bid #23030

Sealed Bid #23030 - Bay Forest Golf Course Cart Path &amp; Bulkhead Repair

<b>Vendor Name</b>	<b>Accessed First Time</b>	<b>Most Recent Access</b>	<b>Documents</b>
ERS, Inc.	2023-07-26 04:40 PM CDT	2023-08-04 11:12 AM CDT	Sealed Bid #23020 Bay Forest
ELITE TEXTILE TRADING LLC	2023-07-20 10:01 PM CDT	2023-08-10 05:29 AM CDT	Sealed Bid #23020 Bay Forest
Alpha Testing, Inc.	2023-07-21 03:03 PM CDT	2023-07-21 03:03 PM CDT	Sealed Bid #23020 Bay Forest
Dodge Data & Analytics	2023-07-24 12:56 AM CDT	2023-08-08 04:20 AM CDT	Sealed Bid #23020 Bay Forest
Elevated Concrete Solutions	2023-08-07 10:45 AM CDT	2023-08-10 03:33 PM CDT	Sealed Bid #23020 Bay Forest
Fusion Golf LTD	2023-07-23 03:51 PM CDT	2023-07-23 03:51 PM CDT	Sealed Bid #23020 Bay Forest
shirley & sons construction co.,inc.	2023-07-24 02:15 PM CDT	2023-07-24 02:15 PM CDT	Sealed Bid #23020 Bay Forest
aztec remodeling &landscaping compa	2023-07-21 11:19 AM CDT	2023-08-10 07:27 AM CDT	Sealed Bid #23020 Bay Forest
Geofill Construction	2023-07-25 07:38 AM CDT	2023-07-25 07:39 AM CDT	Sealed Bid #23020 Bay Forest
Dodge Data & Analytics	2023-07-20 07:09 PM CDT	2023-08-09 07:23 PM CDT	Sealed Bid #23020 Bay Forest
Climate Survival Solutions	2023-07-24 06:52 AM CDT	2023-07-29 03:20 AM CDT	Sealed Bid #23020 Bay Forest
PMGR Development Group Corp	2023-08-03 11:04 AM CDT	2023-08-07 10:26 AM CDT	Sealed Bid #23020 Bay Forest
Perkins WS Corporation	2023-07-23 11:52 PM CDT	2023-08-09 10:43 PM CDT	Sealed Bid #23020 Bay Forest
HENECO ENGINEERING AND CONS	2023-07-20 07:38 PM CDT	2023-08-10 12:39 PM CDT	Sealed Bid #23020 Bay Forest
Tandem Services, LLC	2023-07-25 11:37 AM CDT	2023-07-25 11:42 AM CDT	Sealed Bid #23020 Bay Forest
Greenscapes 6	2023-07-25 08:44 AM CDT	2023-08-09 08:10 AM CDT	Sealed Bid #23020 Bay Forest
J. Morales Inc.	2023-07-21 02:10 PM CDT	2023-07-21 02:11 PM CDT	Sealed Bid #23020 Bay Forest
McGuire Developments LLC	2023-08-03 11:56 PM CDT	2023-08-03 11:57 PM CDT	Sealed Bid #23020 Bay Forest
Seahorse Construction	2023-07-24 12:07 PM CDT	2023-07-24 12:08 PM CDT	Sealed Bid #23020 Bay Forest

[illegible]

**Bid Tabulation to Sealed Bid #23030 - Golf Course Cart Path and Bulkhead Repair**

				Aztec		Shirley & Sons Construction Co., Inc.		Greenscapes 6, LLC		MB Western	
Item	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Remove Cart Path	1080	SF	2	\$2,160.00	9.5	\$10,260.00	3	\$3,240.00	15	\$16,200.00
2	Install new cart path, 180	1080	SF	10	\$10,800.00	28	\$30,240.00	10	\$10,800.00	65	\$70,200.00
3	Remove bulkhead at hole No 15	265	LF	36	\$9,540.00	95	\$25,175.00	80	\$21,200.00	50	\$13,250.00
4	Install new bulkhead at Hole No. 15	265	LF	226	\$59,890.00	216	\$57,240.00	200	\$53,000.00	475	\$125,875.00
5	Install new bulkhead at Hold No. 1	310	LF	203	\$62,930.00	216	\$66,960.00	190	\$58,900.00	475	\$147,250.00
<b>TOTAL BASE BID</b>					<b>\$145,320.00</b>	<b>\$189,875.00</b>		<b>\$147,140.00</b>		<b>\$372,775.00</b>	

**Bid Tabulation does not indicate any type of award. Other considerations may apply.**



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2023

Requested By: Ray Mayo

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** Notification and Access Report 23032;  
Bid Tabulation 23032; Bid from Forde Construction

### Appropriation

Source of Funds: 033- Street CIP

Account Number: 033-7071-531-1100

Amount Budgeted: \$800,000.00

Amount Requested: \$800,000.00

Budgeted Item: ☒ Yes ☐ No

### SUMMARY & RECOMMENDATION

City of La Porte Bid #23032 Annual Requirements Contract for Asphalt Street Overlay was opened on September 7, 2023. The bid was posted on Public Purchase, the City website and advertised in the Bay Area Observer on August 17, 2023 and August 24, 2023. 518 vendors were notified, with 28 vendors downloading the bid documents and three (3) vendors submitting a bid.

The lowest bid was submitted by Forde Construction Company, Inc. The base bid was prepared utilizing estimated quantities of work. The bid establishes unit prices for work items, which staff can issue work orders to meet the annual budget and street repair priorities. The initial term of the contract is for one year, beginning October 1, 2023, with two (2) additional one-year renewals, with the mutual agreement of both parties.

Staff recommends award of Bid #23032 to Forde Construction, Inc., not to exceed annual budgeted amounts. Forde Construction has worked for La Porte previously in this capacity and has provided excellent work.

### STRATEGIC PLAN STRATEGY AND GOAL

**3.0 The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens.**

### ACTION REQUIRED BY CITY COUNCIL

**Award Bid #23032 Annual Requirements Contract for Asphalt Street Overlay to Forde Construction, Inc. and authorize the City Manager to execute a construction contract, not to exceed annual budgeted amounts.**

Approved for the City Council meeting agenda

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**Corby D. Alexander, City Manager**

---

**Date**



## Notifications & Access Report to Sealed Bid #23032

Notifications: Vendor Name	Reason
2GS, LLC	Bid Notification
2L Construction L.L.C.	Bid Notification
2R Construction Services	Bid Notification
A &B Construction	Bid Notification
A and H Foundation LLC	Bid Notification
A J Commercial Services	Bid Notification
A T Construction, LLC	Bid Notification
A&S Underground	Bid Notification
A'Lure General Contractors, LL	Bid Notification
A-1 Striping and Paving Compa	Bid Notification
A-Tech Paving	Bid Notification
A. Ortiz Construction & Paving,	Bid Notification
A.M.S.R. Inc.	Bid Notification
AAA Asphalt Paving	Bid Notification
Aaron Concrete Contractors, Lf	Bid Notification
Abel's Paving & Construction	Bid Notification
Acadia Services, LLC	Bid Notification
Adept Facilities & Design, Inc.	Bid Notification
Advance Sealcoat & Stripes	Bid Notification
Advanced Facility Maintenance	Bid Notification
Advanced Paving	Bid Notification
AE Consulting	Bid Notification
Affordable Concrete LLC	Bid Notification
AGC Austin	Bid Notification
Aggieland Construction	Bid Notification
AGH2O Holdings, LLC	Bid Notification
AHRG, Corporation	Bid Notification
Alamo Land Service LLC	Bid Notification
Alegria Construction LLC	Bid Notification
All Materials Construction LLC	Bid Notification
All State Striping	Bid Notification
Allen Butler Construction, Inc.	Bid Notification
ALLTEX CORING & SAWING	Bid Notification
Alpha Testing, Inc.	Bid Notification
ALS 88 DESIGN BUILD LLC	Bid Notification
Amani Engineering	Bid Notification
AMC TXCI TX CONSTRUCTIO	Bid Notification
AMERC LLC	Bid Notification
American Custom Homes & Re	Bid Notification
American Pavement Solutions	Bid Notification
AMSCO Property Services, LLC	Bid Notification
Anchor Contracting, LLC	Bid Notification
Anderson Asphalt & Concrete F	Bid Notification
Anderson Columbia Co.,, Inc.	Bid Notification
Andromeda Contracting	Bid Notification
APAC-Texas	Bid Notification
Apex Construction Inc.	Bid Notification
ARANDA INDUSTRIES, LLC.	Bid Notification

ARCADIS US, Inc.	Bid Notification
Archer Western Construction LLC	Bid Notification
ARREGUIN GROUP	Bid Notification
Arreguin Group Inc	Bid Notification
Ashco Contracting	Bid Notification
Asphalt Patch Enterprises, Inc	Bid Notification
Associated Concrete	Bid Notification
Associated Construction Partners	Bid Notification
AUI Contractors	Bid Notification
Austin Bridge & Road, LP	Bid Notification
Austin Engineering Company, Inc	Bid Notification
Austin Traffic Signal Construction	Bid Notification
AXIS Contracting, Inc.	Bid Notification
aztec remodeling & landscaping	Bid Notification
BakerCorp	Bid Notification
Barricades Unlimited	Bid Notification
Bartek Construction	Bid Notification
BATTERY WAREHOUSE	Bid Notification
Baukus Electric	Bid Notification
Bay Ltd	Bid Notification
BDS Constructors LLC	Bid Notification
Bega Paving, Inc	Bid Notification
Belaire Construction	Bid Notification
Bell Contractors Inc	Bid Notification
Benchmark Professionals LLC	Bid Notification
Bentex Sweeping Inc.	Bid Notification
Bergeron Emergency Services, Inc	Bid Notification
Black Canyon Construction	Bid Notification
Blackbird renewable energy	Bid Notification
Blackrock Construction	Bid Notification
BMC Consolidated	Bid Notification
Boyd Construction Services, LLC	Bid Notification
Branded Construction LLC	Bid Notification
Brannan Paving Co., Ltd	Bid Notification
Braun Intertec Corporation	Bid Notification
Brazos Point Construction	Bid Notification
Brazos Point Construction	Bid Notification
BRETT CONSTRUCTION CO., LLC	Bid Notification
Brownstone Companies LLC	Bid Notification
Brushmasters	Bid Notification
C & M Concrete Contracting	Bid Notification
C&C Industrial Services, Inc.	Bid Notification
C&S Construction	Bid Notification
CADCon Corp.	Bid Notification
CAM-CRETE CONTRACTING, LLC	Bid Notification
CAO Concrete L.L.C.	Bid Notification
Capital Excavation	Bid Notification
Capps-Capco Construction, Inc	Bid Notification
Cardno ATC	Bid Notification
Cash Construction	Bid Notification
Castle Enterprises, LLC	Bid Notification
Catalyst Advisors, LLC	Bid Notification

Category 5 Restorations & Con	Bid Notification
Cayo LLC	Bid Notification
CCC Blacktopping LLC	Bid Notification
CD BUILDERS, INC	Bid Notification
CDC News	Bid Notification
CDM Holdings, LLC.	Bid Notification
Central Road and Utiltiy Ltd	Bid Notification
Central State Resources	Bid Notification
Ceres Environmental Services,	Bid Notification
Champion Fuel Solutions	Bid Notification
Champion Infrastructure LLC	Bid Notification
Chasco Constructors	Bid Notification
CI Pavement	Bid Notification
Clark Construction of Texas, In	Bid Notification
Clore Construction LLC	Bid Notification
CMC Construction Services	Bid Notification
coast to coast	Bid Notification
Cody Stanley Construction LLC	Bid Notification
Colair, Inc.	Bid Notification
COLE CONSTRUCTION INC	Bid Notification
Concrete Raising Corporation	Bid Notification
Constar Construction	Bid Notification
Construction Companies Group	Bid Notification
Construction Masters of Houstc	Bid Notification
CONTECH Construction Produ	Bid Notification
Cornerstone Engineering	Bid Notification
Craig Olden, Inc.	Bid Notification
CRAIG'S DIRT SERVICE	Bid Notification
Crockett Construction	Bid Notification
Cruz Enterprises	Bid Notification
Cubit Contracting, LLC	Bid Notification
Cummings Paving and Recyclir	Bid Notification
CW&W CONTRACTORS, INC.	Bid Notification
D & A TECHNOLOGY & DEVE	Bid Notification
D & D Contractors, Inc.	Bid Notification
D Davila	Bid Notification
D G MEDINA CONSTRUCTION	Bid Notification
D Guerra Construction LLC	Bid Notification
D J Site Construction Inc.	Bid Notification
DAL MAINTENANCE LLC	Bid Notification
Dalrymple Gravel & Contracting	Bid Notification
Dannenbaum Engineering	Bid Notification
DCCS, LLC	Bid Notification
DCI Contracting, Inc.	Bid Notification
DDM Construction Corp.	Bid Notification
Delta Prime Specialty Services,	Bid Notification
derk harmsen const. co inc	Bid Notification
DezTex Industrial Service LLC	Bid Notification
DFW Services LLC	Bid Notification
DIJ Construction, Inc	Bid Notification
DirtBoys, Inc.	Bid Notification
Dixon Paving, Inc.	Bid Notification

DNT Construction LLC	Bid Notification
Dodge Data & Analytics	Bid Notification
Doggett Heavy Machinery Servi	Bid Notification
Don's Trucking & Associates	Bid Notification
Dorame General Repair and La	Bid Notification
Dorazio Enterprises, Inc.	Bid Notification
Dort & O'Connor Contractors	Bid Notification
Drive Design LLC.,dba TexAspl	Bid Notification
Duininck, Inc.	Bid Notification
DUO CONSTRUCTION, LLC	Bid Notification
DURAN CONCRETE & CONST	Bid Notification
Durwood Greene Construction	Bid Notification
Dykon Blasting Corp	Bid Notification
E Contractors usa,LLC	Bid Notification
E W Wells Group	Bid Notification
E Z Bel Construction, LLC	Bid Notification
E.P. Brady LTD	Bid Notification
Eagle Eye Consulting and Cons	Bid Notification
EARTC	Bid Notification
Earth Builders, L.P.	Bid Notification
East Texas Bridge, Inc.	Bid Notification
ECM International, Inc.	Bid Notification
Ed Bell Construction Company	Bid Notification
Elevated Concrete Solutions	Bid Notification
Enterprise Commercial Paving	Bid Notification
Environmental Allies	Bid Notification
EPCS Environmental LLC	Bid Notification
ERS, Inc.	Bid Notification
Estrada Concrete Co. LLC	Bid Notification
Exposed Floor Design Group LI	Bid Notification
Fantastic Concrete, L.P.	Bid Notification
FD CONCRETE LLC	Bid Notification
Fire Line Services, Inc.	Bid Notification
Florida Traffic Control Devices,	Bid Notification
Flow-Line Construction, Inc.	Bid Notification
FNH CONSTRUCTION LLC	Bid Notification
Forde Construction Company, I	Bid Notification
Foremost Paving, Inc.	Bid Notification
Fort Worth Civil Constructors, L	Bid Notification
Fractional Construction Service	Bid Notification
Freepoint Construction, LLC	Bid Notification
Fritcher Construction Services	Bid Notification
Fugro Consultants, Inc.	Bid Notification
Fused Industries LLC	Bid Notification
G & L Young Construction, Ltd	Bid Notification
G&T PAVING, LLC	Bid Notification
Gallo Paving	Bid Notification
Garland Concrete LLP	Bid Notification
Garner Paving and Constructio	Bid Notification
Garret Shields Infrastructure	Bid Notification
Garrett Construction Company	Bid Notification
Gary W Purser Construction, Lt	Bid Notification

Gauge Engineering, LLC	Bid Notification
Gayle Juraschek	Bid Notification
Gibson & Associates, Inc.	Bid Notification
Gilbert May Inc.	Bid Notification
Gilco Contracting, Inc.	Bid Notification
Greco Construction, Inc.	Bid Notification
Greenscapes 6	Bid Notification
GRod Construction, LLC	Bid Notification
GT Construction Inc.	Bid Notification
Guard Construction LLC	Bid Notification
Guido Brothers Construction Co	Bid Notification
GW Phillips Construction, INC.	Bid Notification
h & b contractors	Bid Notification
H. W. Lochner, Inc.	Bid Notification
Haas-Anderson Construction, L	Bid Notification
Hammett Excavation Inc	Bid Notification
Harper Brothers	Bid Notification
HARRIS CONSTRUCTION CO	Bid Notification
Hart Constructors of Texas, LLC	Bid Notification
Hayden Paving, Inc.	Bid Notification
HBT, Inc	Bid Notification
HDR Engineering, Inc.	Bid Notification
Hearn Company	Bid Notification
Heartland Asphalt Materials, Inc	Bid Notification
Herrcon, LLC	Bid Notification
High Sky Construction & Mainte	Bid Notification
Highway Data Services	Bid Notification
Highway Technologies, Inc.	Bid Notification
Hilbrick Incorporated	Bid Notification
Hill Country Bridge, Inc.	Bid Notification
HJD Capital Electric, Inc.	Bid Notification
Hodges and Son Construction (	Bid Notification
Holchemont, Ltd.	Bid Notification
Holy Contractors LLC	Bid Notification
Horns Crew Trucking	Bid Notification
HQS Construction, LLC	Bid Notification
ICON Diversified, LLC	Bid Notification
iCON GC, LLC	Bid Notification
Innovative Roadway, LLC	Bid Notification
Integrity Paving	Bid Notification
Intermountain Slurry Seal, Inc.	Bid Notification
Interstate Highway Constructors	Bid Notification
Iowa Bridge & Culvert, LC	Bid Notification
ISI Contracting, Inc.	Bid Notification
J M Davidson	Bid Notification
J Squared Construction Service	Bid Notification
J&G Concrete Products	Bid Notification
J&H sons construction	Bid Notification
J. Carroll Weaver, Inc.	Bid Notification
J. W. Kelso Company, Inc.	Bid Notification
J.D. Abrams, L.P.	Bid Notification
J3 Company	Bid Notification



Jackson Construction, Ltd.	Bid Notification
Jacobs	Bid Notification
Jam Materials, LLC	Bid Notification
James Construction Group, LLC	Bid Notification
Jasco Construction LLC	Bid Notification
Jasiri Construction, L.L.C.	Bid Notification
Jay Mills Contracting, Inc.	Bid Notification
JCD Construction, LLC	Bid Notification
JE Construction Services, LLC	Bid Notification
Jenn Energy Services, LLC	Bid Notification
Jerdon Enterprise, L.P.	Bid Notification
Jericho Foundation Repairs, Inc	Bid Notification
Jeske Construction	Bid Notification
JESSE L. HERRERA CONSTR	Bid Notification
JFS SERVICES LLC	Bid Notification
JHL CONSTRUCTION	Bid Notification
JHM construction	Bid Notification
Jim Bowman Construction Com	Bid Notification
JJG DEVELOPMENT LLC	Bid Notification
JK General Contractors & Cons	Bid Notification
JLB Contracting,LLC	Bid Notification
JMK Site Work LLC	Bid Notification
Joe Funk Construction, Inc.	Bid Notification
John & Marcus Contractors LLC	Bid Notification
John Reed and Company LLC	Bid Notification
Johnson Bros. Corporation, a S	Bid Notification
Jordan Foster Construction	Bid Notification
joshua dade contractors	Bid Notification
JR RAMON & SONS, INC	Bid Notification
Juan Noriega	Bid Notification
KALTEK ENGINEERING INC	Bid Notification
KC Commercial, LLC	Bid Notification
Keeley Construction Group, Inc	Bid Notification
KEGLEY, Inc.	Bid Notification
Ken-Do Contracting LP	Bid Notification
Kessler Painting	Bid Notification
Kickapoo Empire LLC	Bid Notification
Kilgore Industrial	Bid Notification
KlutzConstruction, LLC	Bid Notification
KNS LLC	Bid Notification
L & L Asphalt Corp	Bid Notification
L-Sync LLC	Bid Notification
L.H. Lacy Company, Ltd.	Bid Notification
La Banda LLC	Bid Notification
Lady Liberty Group,LLC	Bid Notification
Landmark Services	Bid Notification
LaSalle Afforadble Builders	Bid Notification
LDC PAVING	Bid Notification
Lee Construction and Maintena	Bid Notification
Leland & Bradlee Construction	Bid Notification
LEMCO Construction Services	Bid Notification
Let's Talk Network Inc	Bid Notification

Levy Company	Bid Notification
Lone Star Equipment	Bid Notification
Lone Star Grading & Materials	Bid Notification
Longhill Group Inc	Bid Notification
Lowman Land Improvements	Bid Notification
Lucas Construction	Bid Notification
Lyness Construction LP	Bid Notification
M & M Weatherization Co. dba	Bid Notification
M&C Fonseca Construction Co	Bid Notification
M-5 Texas Enterprises, LLC	Bid Notification
M. C. Ethridge Co.	Bid Notification
MAC, Inc.	Bid Notification
MACB	Bid Notification
Magnum Electrical Contractors	Bid Notification
Main Lane Industries, Ltd.	Bid Notification
Mar-Con Services	Bid Notification
MARC III General Contractors,	Bid Notification
Marg-Tiff Inc	Bid Notification
Margaret Russo	Bid Notification
Mario Sinacola	Bid Notification
Matrix Demolition	Bid Notification
McCarthy Building Companies,	Bid Notification
McClendon Construction Co., Ir	Bid Notification
McGraw-Hill Construction Dodg	Bid Notification
McKenzie Jackson Constructio	Bid Notification
Mclean Construction	Bid Notification
McMahon Contracting LP	Bid Notification
Meiners Construction Inc.	Bid Notification
Metro City Construction	Bid Notification
MGC Contractors Inc	Bid Notification
Midasco LLC	Bid Notification
Missouri Petroleum Products C	Bid Notification
Mitchell Enterprises, Ltd.	Bid Notification
Moab Construction Company, I	Bid Notification
Mobil Construction Corporation	Bid Notification
Momentum Concrete	Bid Notification
Morales Construction Services	Bid Notification
MORGAN REMINGTON INC	Bid Notification
Myers Concrete Construction L	Bid Notification
NBG Constructors, Inc.	Bid Notification
Nelson Lewis, Inc.	Bid Notification
New World Contracting LLC	Bid Notification
New York Real Estate, Inc.	Bid Notification
NNAC Construction Inc.	Bid Notification
Nortex Concrete Lift & Stabiliza	Bid Notification
North American Paving, Inc.	Bid Notification
NORTH TX CONSTRUCTION	Bid Notification
O.G. Construction Co.,LLC	Bid Notification
Odum Services, LLC	Bid Notification
OHL USA	Bid Notification
Oldcastle Pavement Solutions	Bid Notification
Omega Contracting, LLC	Bid Notification

On Guard Veteran Services	Bid Notification
Padre Island Property Manager	Bid Notification
Paradigm Traffic Systems, Inc.	Bid Notification
Patin Construction	Bid Notification
Pavecon Ltd. Co.	Bid Notification
Pavecon Public Works, LP	Bid Notification
Pavement Maintenance Unlimit	Bid Notification
Perkens WS Corporation	Bid Notification
Pesado Construction	Bid Notification
Pfeiffer & Son, Ltd.	Bid Notification
Presidio Contracting LLC	Bid Notification
Primoris Services Corporation	Bid Notification
Professional Coating Technolog	Bid Notification
Professional Restoration	Bid Notification
Professional Traffic Control	Bid Notification
Proficient Constructors, LLC	Bid Notification
Progressive Structures, Inc.	Bid Notification
QC Laboratoires, Inc.	Bid Notification
Quality Excavation, LLC	Bid Notification
Quanta Building Group, LLC	Bid Notification
R J Construction Company, Inc	Bid Notification
R-Tex Services	Bid Notification
R.D. Howard, LLC	Bid Notification
R.H. Shackelford, Inc.	Bid Notification
R.K. Hall, LLC.	Bid Notification
Raba Kistner Infrastructure	Bid Notification
RAC Industries, LLC	Bid Notification
Ragle Inc.	Bid Notification
RAGLE INC.	Bid Notification
Rambo Contracting, INC	Bid Notification
RANGER Excavating, LP	Bid Notification
RBR Infrastructure & Road, LLC	Bid Notification
Rebcon, INc	Bid Notification
Recio Utiliites	Bid Notification
Red Baron Building Municipal P	Bid Notification
Red Baron Supply Co	Bid Notification
Redi-Mix Concrete	Bid Notification
Redro Construction LLC	Bid Notification
Redwood Industries	Bid Notification
Reliable Paving, Inc	Bid Notification
Reliance Construction	Bid Notification
Republic Traffic Safety	Bid Notification
Rexco Inc.	Bid Notification
Reyes Group	Bid Notification
REYES GROUP	Bid Notification
Reynolds & Kay, Ltd.	Bid Notification
Reynolds Asphalt & Constructic	Bid Notification
Reytech Services LLC	Bid Notification
Ridgeback Asphalt, LLC	Bid Notification
Rimkus Consutling Group, Inc.	Bid Notification
Rise Up refuse LLC	Bid Notification
RMB MANAGEMENT	Bid Notification

Roman Emperors Road	Bid Notification
Roth Excavating Inc.	Bid Notification
RP Global	Bid Notification
Rucoba & Maya Construction, L	Bid Notification
S&k residential remodeling an r	Bid Notification
S.J. Louis Construction of Texa	Bid Notification
Salinas Construction Technolog	Bid Notification
SAMES, INC.	Bid Notification
SANTOS CONSTRUCTION IN	Bid Notification
SB Contractors, LLC	Bid Notification
School Wholesale Supplies LLC	Bid Notification
Scott Tucker Construction Com	Bid Notification
SCR Civil Construction, LLC	Bid Notification
SDM Construction and Develop	Bid Notification
SER Construction Partners, LL	Bid Notification
Shallow Ford Construction Co.,	Bid Notification
Sherwood Design Engineers	Bid Notification
Shorty, Inc.	Bid Notification
Silver Creek Construction, Inc.	Bid Notification
SJ&J CONSTRUCTION, LLC	Bid Notification
SKE Construction, LLC	Bid Notification
Smith Contracting	Bid Notification
SMITH INLAND ENVIRONMEN	Bid Notification
South Houston Asphalt & Concr	Bid Notification
South Ranger Construction Inc.	Bid Notification
South Texas Steel Service Corr	Bid Notification
Southern Road & Bridge	Bid Notification
SpawGlass Civil Construction, I	Bid Notification
SpawGlass Contractors, Inc.	Bid Notification
Spiars Engineering, Inc.	Bid Notification
Stabile & Winn, Inc.	Bid Notification
Sterling Site Service, LLC	Bid Notification
Steve Jordan	Bid Notification
Stoic Civil Construction, Inc.	Bid Notification
Storm Reconstruction services,	Bid Notification
Stripe-A-Zone, Inc.	Bid Notification
Structural Assurance	Bid Notification
Sundt Construction, Inc.	Bid Notification
Superior Grouting	Bid Notification
SYB CONSTRUCTION COMP	Bid Notification
T. Gray Utility & Rehab Co., LL	Bid Notification
Tandem Services, LLC	Bid Notification
Taylor & Taylor Construction	Bid Notification
TEAM Faessel	Bid Notification
Teamwork Construction Servic	Bid Notification
Tejas Premier Building Contrac	Bid Notification
Tejas Utilities LLC	Bid Notification
Tex-Pro Construcion, LLC	Bid Notification
Texana Land & Asphalt, Inc.	Bid Notification
Texas Cordia Construction, LLC	Bid Notification
texas diamond construction llc	Bid Notification
Texas Hot Taps	Bid Notification

Texas Materials Group, Inc.	Bid Notification
Texas Standard Construction, L	Bid Notification
Texas Sterling Construction	Bid Notification
TexOp Construction LP	Bid Notification
TFR Enterprises, Inc	Bid Notification
Thalle Construction Co., Inc.	Bid Notification
The Bid Calendar	Bid Notification
The Fain Group, Inc.	Bid Notification
The Fierro Group	Bid Notification
The Sandoval Group LLC	Bid Notification
Thirty-O-Six	Bid Notification
Thompson General Constructio	Bid Notification
Thyssen-Laughlin, Inc.	Bid Notification
TI-ZACK CONCRETE, INC.	Bid Notification
Tierra Lease Service	Bid Notification
Tiger Traffic Inc.	Bid Notification
TIKON GROUP INC.	Bid Notification
Tiseo Paving Company	Bid Notification
TLC Engineering Inc.	Bid Notification
TLC Trucking & Contracting, In	Bid Notification
TNS	Bid Notification
TOPCOR Companies, LLC	Bid Notification
Traf Tex	Bid Notification
Trevway, Inc.	Bid Notification
Tri-Con Services	Bid Notification
Triple B Services, LLP	Bid Notification
Triple OG Enterprises LLC	Bid Notification
Tropical Contracting, LLC	Bid Notification
TrueCraft Renovations LLC	Bid Notification
TTG Utilities, LP	Bid Notification
Twincrest, Inc.	Bid Notification
TX Hydro Industrial Services, L	Bid Notification
UFL Inc.	Bid Notification
United Electrical Contractors In	Bid Notification
Unity Contractor Services, Inc.	Bid Notification
urban infraconstruction llc	Bid Notification
URETEK USA, Inc.	Bid Notification
V.K. Knowlton Construction & L	Bid Notification
Vann/Elli, Inc	Bid Notification
Vescorp Construction,LLC	Bid Notification
Vick Operating Co, LLC	Bid Notification
Viking Construction, Inc	Bid Notification
Walenta's Construction	Bid Notification
Walter P Moore and Associates	Bid Notification
Water Experts of Texas Irrigatio	Bid Notification
Webber LLC	Bid Notification
Westar Construction Inc.	Bid Notification
Westhill Construction, Inc.	Bid Notification
Wildcat Traffic	Bid Notification
Woody Contractors, Inc.	Bid Notification
WP MURPHY INC	Bid Notification
WPM Construction Services, In	Bid Notification

xit paving and construction, inc.	Bid Notification
Yes America Now, Inc	Bid Notification
Yoko Excavating, LLC	Bid Notification

## **ACCESS REPORT:**

<b>Vendor Name</b>	<b>Documents</b>
AAA Asphalt Paving	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Alpha Testing, Inc.	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
aztec remodeling & landscaping	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Blackbird renewable energy	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Brannan Paving Co., Ltd	
Climate Survival Solutions	
CMS	
D G MEDINA CONSTRUCTION	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Dodge Data & Analytics	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Elevated Concrete Solutions	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
ELITE TEXTILE TRADING LLC	
Forde Construction Company, I	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Greenscapes 6	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Hayden Paving Inc.	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Hearn Company	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
HENECO ENGINEERING AND CONSULTING	
Leland & Bradlee Construction	
Lucas Construction	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Perkins WS Corporation	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Reliable Paving	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
School Wholesale Supplies LLC	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
SCR Civil Construction, LLC	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Texas Materials Group, Inc.	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Thalle Construction Co., Inc.	
The Bid Lab	
TrueCraft Renovations LLC	Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project.pdf
Tukmol General Contractor	
Wayne Enterprises	

**Bid Tabulation to Sealed Bid #23032 Asphalt Street Reconstruction and Overlay Project**

				Forde Construction		Texas Materials Group		Hayden Paving	
Item	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	LS	1	20000	20000	103000	103000	10,000	10000
2	Traffic Control	LS	1	12600	12600	14300	14300	5,000	5000
3	6" Pavement & Subgrade Removal	SY	5,000	5.3	26500	13	65000	8	40000
4	2" Milling & Removal	SY	28,600	2.8	80080	2.3	65780	3	85800
5	2" Type D Asphalt	TN	3,400	124	421600	126	428400	220	748000
6	4" Type A Asphalt Base	TN	1,100	113	124300	125	137500	150	165000
7	Black base for base repair, if needed	TN	300	193	57900	205	61500	175	52500
8	Lime 8%	TN	95	319	30305	350	33250	400	38000
9	8" Lime Stabilized Subgrade	SY	5,000	7.4	37000	12.5	62500	10	50000

**Base Bid Total**

**\$810,285.00**

**\$971,230.00**

**\$1,194,300.00**



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**BID FORM**  
**#23032 Annual Requirements Contract for**  
**Asphalt Street Reconstruction and Overlay Project**

9/7/2023 Date

Bid of Forde Construction Company Inc. an individual proprietorship, a corporation organized and existing under the laws of the State of Texas, a partnership consisting of \_\_\_\_\_, for Annual Street Reconstruction Overlay Project project for the City of La Porte, Harris County, Texas

Gentlemen:

The undersigned bidder has carefully examined the Instructions to Bidders, this Proposal, the General Conditions of Agreement, the Technical Specifications and the drawings for the work herein above described and referred to in the Invitation to Bid and has carefully examined the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as called for in the Contract, the Specifications and shown on the drawings, and in the manner prescribed therein and according to the requirements of the City of La Porte.

**TOTAL BID \$** 810,285.00

Written Eight hundred ten thousand two hundred eighty five dollars and zero cents

**BID FORM****Sealed Bid #23032 – Annual Requirements Contract****for Asphalt Street Overlay Project****Base Bid**

ITEM NO.	ITEM DESCRIPTION	Qty	Unit	Unit Price	Total Price
1	Mobilization	1	LS	20,000.00	20,000.00
2	Traffic Control	1	LS	12,600.00	12,600.00
3	6" Pavement & Subgrade Removal	5000	SY	5.30	26,500.00
4	2" Milling & Removal	28600	SY	2.80	80,080.00
5	2" Type D Asphalt	3400	TON	124.00	421,600.00
6	4" Type A Asphalt Base	1100	TON	113.00	124,300.00
7	Black Base for Base Repair if Needed	300	TON	193.00	57,900.00
8	Lime 8%	95	TON	319.00	30,305.00
9	8" Lime Stabilized Subgrade	5000	SY	7.40	37,000.00

**TOTAL BID  
PRICE**\$ 810,285.00

Awarded on Unit Pricing Basis, Not to Exceed Annual Budget. Initial Term is until September 30, 2024, with possibility of two (2) additional consecutive 1-year terms. See Article 9 - Miscellaneous.

In the event of Award of the Contract to the undersigned, the undersigned agrees to furnish Performance and Payment Bonds as provided in the Specifications.

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

correct and final Date 9/7/2023

Signed

Forde Construction Company, Inc.  
(Company)

By Paul Forde  
(Printed name)

President  
(Printed title)

6842 Calle Lozano Dr. Houston Tx 77041  
(Complete address)

713-466-0511

(Telephone Number)

  
\_\_\_\_\_  
Witness

SEAL (if Bidder is a Corporation, if none insert "NONE")

Acknowledge receipt of Addenda Below:

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

Date Received 9/6/23 \_\_\_\_\_

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## CITY OF LA PORTE RESPONDENT AFFIDAVIT

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

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

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

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

The respondent agrees that this solicitation shall be good and may not be withdrawn for a period of ninety (90) 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:

\_\_\_\_\_  
Forde Construction Company, Inc.

Address:

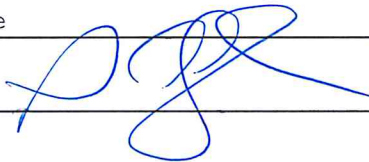
\_\_\_\_\_  
6842 Calle Lozano Dr.

\_\_\_\_\_  
Houston Tx 77041

Printed Name:

\_\_\_\_\_  
Paul Forde

Authorized Signature:

\_\_\_\_\_  


Date:

\_\_\_\_\_  
9/7/2023

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## CITY OF LA PORTE

### CERTIFICATION OF RESPONDENT

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

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

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

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

Or

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

*(Initial one of the above)*

**Business Name:** Forde Construction Company, Inc.

**Address:** 6842 Calle Lozano Dr.

Houston Tx 77041

**Printed Name:** Paul Forde

**Authorized Signature:** 

**Date:** 9/7/2023



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## CITY OF LA PORTE

### PROTECTION OF RESIDENT WORKERS COMPLIANCE

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

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

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

**Business Name:**

Forde Construction Company, Inc.

**Address:**

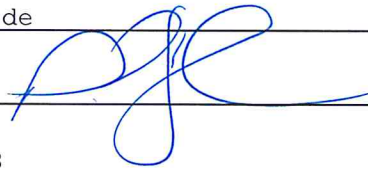
6842 Calle Lozano Dr.

Houston Tx 77041

**Printed Name:**

Paul Forde

**Authorized Signature:**



**Date:**

9/7/2023

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## CITY OF LA PORTE

### INDEMNITY HOLD HARMLESS AGREEMENT

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

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

**Business Name:** Forde Construction Company, Inc.

**Address:** 6842 Calle Lozano Dr.

Houston TX 77041

**Printed Name:** Paul Forde

**Authorized Signature:** 

**Date:** 9/7/2023

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

7  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

9/7/2023

\_\_\_\_\_  
Date



## House Bill 89 VERIFICATION

I, Paul Forde (Person's name), the undersigned representative and authorized agent of (Company or Business name) Forde Construction Company, Inc.

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

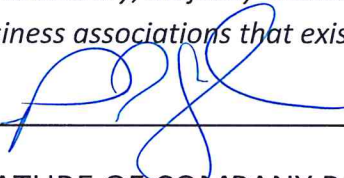
1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above named Company, has with City of La Porte, Texas.

*Pursuant to Section 2270.001, Texas Government Code:*

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

9/7/2023

DATE

  
\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE



# City of La Porte

Established 1892

## Purchasing Department

Cherell Daeumer, Purchasing Manager

### References:

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

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

Company Name	Contact	Address	Telephone	E-mail
See attached				

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail

Completed Projects

Job Number	Project Name	Type of Work	Contract Amount	Owner	Subcontract Percentage	% Complete	Estimated Completion	Contact/Engineer	Address	Number	Email
21010	Fort Bend US59	Asphalt Overlay and Repairs	299060	Texas Department of Transportation	0	100	5/31/2022	Carlos Zepeda, P.E.	4335 SH46 Rosenberg, Tx 77474	281-238-7900	carlos.zepeda@txdot.gov
21013	Annual Asphalt Street Overlay	Asphalt Overlay	640000	City of LaPorte	0%	100%	6/30/2022	James Clark	2952 N 23rd LaPorte, Tx 77571	281-594-1811	clarkj@laporte.tx.gov
22004	SH249 Slope Paving	Concrete Riorap Paving	\$142,115.35	Montgomery County	0%	100%	7/1/2023	Robert Castaneda	501 N Thompson Corree, Tx 77301	281-708-4022	robert.castaneda@txdot.gov
16001	Montgomery Co. FM3978	Roadway widening	\$14,580,037.00	Texas Department of Transportation	25%	100%	9/30/2022	Abu Guzman, P.E.	901 N FM3083 Corree, Tx 77303	936-538-3302	abu.guzman@txdot.gov
20015	Harris Co SH99	Erosion Repair	\$4,592,397.00	Texas Department of Transportation	15%	100%	9/30/2022	Philip Garlin, P.E.	16803 Eastex Freeway Humble, Tx 77347	281-319-6451	philip.garlin@txdot.gov
22008	Asphalt Overlay	Asphalt Overlay	\$154,601.00	Spring Creek Growers	0%	100%	8/31/2022	Bob Jones	11383 Penick Rd, Waller, Tx 77484	713-252-0634	
22010	FM1484 Turn Lanes at Sweetwater Ridge	FM1484 Turn Lanes - Asphalt Overlay	\$650,523.00	Montgomery County	3%	100%	10/31/2022	Kirby Taylor, P.E.	1575 Sawdust Rd S. The Woodlands, Tx 77380	979-307-6129	ktaylor@quadrinity.com
21006	Montgomery Co IH45	Asphalt Repairs	\$1,070,087.00	Texas Department of Transportation	0%	100%	10/31/2022	Abu Guzman, P.E.	901 N FM3083 Corree, Tx 77303	936-538-3302	abu.guzman@txdot.gov
22020	Harvest at Harlem Turn Lane	Asphalt overlay	\$19,760.00	Ft Bend MUD 1	0%	100%	11/30/2022				
22001	Jefferson Co Rehab Bridges	Bridge Repairs and Rehab	\$2,889,131.00	Texas Department of Transportation	25%	100%	2/15/2023	Dave Collins, P.E.	8350 Eastex Freeway Beaumont, Tx 77708	409-898-5836	dave.collins@txdot.gov
22018	Harris IH610 at SH225	Emergency Road Failure Repair	\$2,159,948.00	Texas Department of Transportation	20%	100%	3/15/2023	Jamal Elahi, P.E.	702 FM1959 Houston Tx 77034	281-464-5501	jamal.elahi@txdot.gov

Current Workload/Work In Progress

Job Number	Project Name	Type of Work	Contract Amount	Owner	Subcontract Percentage	% Complete	Estimated Completion	Contact/Engineer	Address	Number	Email
21008	AP Solar Road Rehab	Asphalt Repairs and Seal Coat	\$1,269,000.00	Ft Solar Farm Copenhagen Infrastructure Partners	0%	80%	8/15/2023	David Hurd	Blue Star Power		dhu@bluepp.dk
22017	SE Harris Co. IH45	Asphalt Repairs	\$1,440,150.00	Texas Department of Transportation	0%	50%	11/31/2024	Jamal Elahi, P.E.	702 FM1959 Houston Tx 77034	281-464-5501	jamal.elahi@txdot.gov
22009	Montgomery Co IH45	Asphalt Repairs	\$1,085,050.00	Texas Department of Transportation	0%	5%	8/31/2023	Abu Guzman, P.E.	901 N FM3083 Corree, Tx 77303	936-538-3302	abu.guzman@txdot.gov
22013	Harris County Pct 3	Waywood Subdivision Asphalt Pavement Rehab		Harris County	20%	100%	6/30/2023	Ron Campbell	1111 Fannin St. 12th Houston TX 77002	713-444-5991	
22016	City of LaPorte	Asphalt Paving	\$824,910.00								
22017	Waller County MUDH19 - Woods Rd	Asphalt Turn Lane and Signal	\$700,000.00	City of LaPorte	0%	85%	10/1/2023	James Clark	2952 N. 23rd LaPorte, Tx 77571	281-594-1811	clarkj@laporte.tx.gov
22019	FM2334 Turn Lane - Traffic Systems	Asphalt Turn Lane and Drivew	\$687,291.00	Waller Co. MUDH19	10%	99%	8/30/2023	Nick Bailey, P.E.	10777 Westheimer, Suite 400 Houston, Tx 77042	281-558-8700	nbailey@genic.com
23003	FM3559 at Sorrento	Asphalt Turn Lane	\$224,683.50	Morrison Homes	0%	60%	8/15/2023				
23005	Austin County Bridges	Bridge Replacement	\$366,191.84	Ft Bend MUD No.246	0%	75%	7/31/2023	David Unger, P.E.			
23006	Drainage Improvements	Storm Drainage and excavation	\$2,289,000.00	Austin County	10%	5%	7/10/2025	Mark Dezens, P.E.			
23007	West Commerce Street Bridge Deck Repal	Bridge Deck Repairs	\$425,000.00	Texas Department of Transportation	5%	99%	9/30/2023				
			\$507,000.00	City of San Antonio	0%	100%	6/10/2023				





## CITY OF LA PORTE LOCAL BIDDER PREFERENCE APPLICATION

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

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

1.

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

Name of business/DBA: Forde Construction Company, Inc.

Address: 6842 Calle Lozano Dr.

City: Houston State: Tx Zip: 77041

- ☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other \_\_\_\_\_

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

Name: Paul Forde  
City: Houston

2. General Business Information:

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

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

- (a) Number of additional jobs created \_\_\_\_\_ or retained for La Porte resident-employees \_\_\_\_\_

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 23032 containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here)

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

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

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

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

Paul Forde  
(Print or Type)

SIGNATURE OF PRESIDENT\*:  
(Or Authorized Officer)

(Signature)

TITLE OF SIGNATORY:

President

BUSINESS ADDRESS:

6842 Calle Lozano Dr. Houston Tx 77041

(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:

Teri R Kammerer

(Corporate Secretary Signature)

(Affix Corporate Seal)

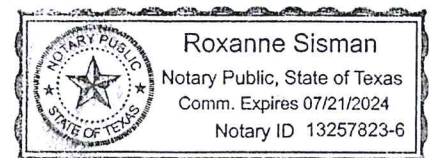
State of Texas County of Harris

This instrument was acknowledged before me on this 7th day of September, 2023 by Paul Forde as President

(or other authorized officer) and Teri Kammerer as Secretary of Forde Construction Co. Inc. (Corporation Name).  
(Seal)

Roxanne Sisman  
Notary Public Signature

Commission Expires: 07/21/2024



(b) Local subcontractor utilized, if applicable; name, location and contract value for each

Name: n/a

Address: \_\_\_\_\_

Contract Value \$ \_\_\_\_\_

(c) Other economic development benefit deemed pertinent by applicant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

City Bid No./Quote for which the local preference is requested: 23032 Asphalt Street Reconstruction

Forde Construction Company, Inc.  
(Name of Bidder)

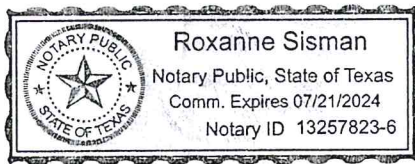
9/7/2023  
(Date)

(Signature)

Paul Forde  
(Print Name)

THE STATE OF TEXAS §  
§  
COUNTY OF Harris §

Appeared before me the above-named Paul Forde, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this 7th day of September, 2023.



Roxanne Sisman  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: Roxanne Sisman  
Commission Expires: 07/21/2024





## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2023

Requested By: Ray Mayo

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** Notification and Access Report 23034;  
Bid Tabulation 23034; Bid from Vortex

### Appropriation

Source of Funds: 018- Sewer Rehab CIP

Account Number: 018-9881-669-1100

Amount Budgeted: \$400,000.00

Amount Requested: \$309,650.00

Budgeted Item: ☒ Yes ☐ No

### SUMMARY & RECOMMENDATION

City of La Porte Bid #23034 Rehabilitation of Sanitary Sewer was opened on September 7, 2023. The bid was posted on Public Purchase, the City website and advertised in the Bay Area Observer on August 17, 2023 and August 24, 2023. 435 vendors were notified, with 20 vendors downloading the bid documents and two (2) vendors submitting a bid.

The lowest bid was submitted by Vortex Services, LLC. The base bid was prepared utilizing estimated quantities of work. The bid establishes unit prices for work items, which staff can issue work orders to meet the annual budget and collection system repair priorities. The initial term of the contract is for one year, beginning October 1, 2023, with two (2) additional one-year renewals, with the mutual agreement of both parties.

Staff recommends award of Bid #23034 to Vortex Services, LLC, not to exceed annual budgeted amounts. Vortex Services has worked for La Porte previously in this capacity and has provided safe work with excellent quality.

### STRATEGIC PLAN STRATEGY AND GOAL

**3.0 The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens.**

### ACTION REQUIRED BY CITY COUNCIL

**Award Bid #23034 Sanitary Sewer Rehabilitation to Vortex Services, LLC, and authorize the City Manager to execute a construction contract, 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 #23034

### Notification Report:

2L Construction L.L.C.	Bid Notification
2R Construction Services	Bid Notification
A & M Construction & Utilities	Bid Notification
A &B Construction	Bid Notification
A and H Foundation LLC	Bid Notification
A T Construction, LLC	Bid Notification
A&S Underground	Bid Notification
A'Lure General Contractors, LL	Bid Notification
A-1 Striping and Paving Compa	Bid Notification
A. Ortiz Construction & Paving,	Bid Notification
A.M.S.R. Inc.	Bid Notification
AAA Asphalt Paving Inc	Bid Notification
Aaron Concrete Contractors, LF	Bid Notification
Acadia Services, LLC	Bid Notification
Acme Utility Inspection Service	Bid Notification
Adept Facilities & Design, Inc.	Bid Notification
ADK Environmental, Inc.	Bid Notification
Advanced Facility Maintenance	Bid Notification
AES Certified, LLC	Bid Notification
AGC Austin	Bid Notification
Aggieland Construction	Bid Notification
AGH2O Holdings, LLC	Bid Notification
Alamo Land Service LLC	Bid Notification
Alfredo Lerma	Bid Notification
All Materials Construction LLC	Bid Notification
All Pro General Construction, In	Bid Notification
Allen Butler Construction, Inc.	Bid Notification
ALS 88 DESIGN BUILD LLC	Bid Notification
Amani Engineering	Bid Notification
AMC TXCI TX CONSTRUCTIO	Bid Notification
American Pavement Solutions	Bid Notification
American Underground LLC	Bid Notification
AMSCO Property Services, LLC	Bid Notification
ANA Site Construction, LLC	Bid Notification
Anchor Contracting, LLC	Bid Notification
Anderson Asphalt & Concrete F	Bid Notification
Anderson Columbia Co.,, Inc.	Bid Notification
Andromeda Contracting	Bid Notification
APAC-Texas, Inc	Bid Notification
AR Daniel Construction Service	Bid Notification
ARANDA INDUSTRIES, LLC.	Bid Notification
ARCADIS US, Inc.	Bid Notification
Archer Western Construction LI	Bid Notification
Ark Contracting Services, LLC	Bid Notification
Asher Contractors LLC	Bid Notification
Associated Concrete	Bid Notification
Associated Construction Partne	Bid Notification
AT DEMOLITION	Bid Notification

Atlas Construction Corporation	Bid Notification
AUI Contractors	Bid Notification
Austin Constructors LLC.	Bid Notification
Austin Engineering Company, L	Bid Notification
AXIS Contracting, Inc.	Bid Notification
BACKLE SERVICES, LLC	Bid Notification
Barricades Unlimited	Bid Notification
Barson Utilities	Bid Notification
Bartek Construction	Bid Notification
Bay Ltd	Bid Notification
BDS Constructors LLC	Bid Notification
Bega Paving, Inc	Bid Notification
Bell Contractors Inc	Bid Notification
Belt Construction, Inc.	Bid Notification
Benchmark Professionals LLC	Bid Notification
Black Canyon Construction	Bid Notification
Blackbird renewable energy	Bid Notification
Blackrock Construction	Bid Notification
BLD Services	Bid Notification
BorTunCo	Bid Notification
Boyd Construction Services, LL	Bid Notification
Boyd Plumbing Company	Bid Notification
Boyer, Inc.	Bid Notification
Braun Intertec Corporation	Bid Notification
BRETT CONSTRUCTION CO.,	Bid Notification
BRH-Garver Construction LLC	Bid Notification
Brinker Jones Environmental LI	Bid Notification
Bristow Contracting, LLC	Bid Notification
Brownstone Companies LLC	Bid Notification
Bruce Flanigan Construction Inc	Bid Notification
Burgess & Niple, Inc.	Bid Notification
Burk's Construction Work	Bid Notification
C & M Concrete Contracting	Bid Notification
C&C Industrial Services, Inc.	Bid Notification
CADCon Corp.	Bid Notification
Calco Contracting, Ltd.	Bid Notification
Canary Construction	Bid Notification
Capps-Capco Construction, Inc	Bid Notification
Cardno ATC	Bid Notification
Carlos Rivera	Bid Notification
CAS Environmental	Bid Notification
Cash Construction	Bid Notification
Castle Enterprises, LLC	Bid Notification
Catalyst Advisors, LLC	Bid Notification
Catapult Plus LLC	Bid Notification
Category 5 Restorations & Con	Bid Notification
Cayo LLC	Bid Notification
CD BUILDERS, INC	Bid Notification
CDC News	Bid Notification
CDM Holdings, LLC.	Bid Notification
Cedar Hills Construction LLC	Bid Notification
Central Road and Utiltiy Ltd	Bid Notification

Champion Fuel Solutions	Bid Notification
Chasco Constructors	Bid Notification
Cherokee Directional Drilling, Inc.	Bid Notification
Chief Solutions, Inc.	Bid Notification
Circle C Construction Company	Bid Notification
coast to coast	Bid Notification
Colair, Inc.	Bid Notification
Concept Facility Services LLC	Bid Notification
Constar Construction	Bid Notification
construction companies group	Bid Notification
Construction EcoServices	Bid Notification
Construction Masters of Houston	Bid Notification
CONTECH Construction Products	Bid Notification
Cooper General Contractors	Bid Notification
Copeland Contracting Company	Bid Notification
Corneli Systems, LLC	Bid Notification
Cornerstone Engineering	Bid Notification
CRAIG'S DIRT SERVICE	Bid Notification
Crockett Construction	Bid Notification
Cubit Contracting, LLC	Bid Notification
CW&W CONTRACTORS, INC.	Bid Notification
D & D Contractors, Inc.	Bid Notification
D & W Contractors, Inc.	Bid Notification
D Davila	Bid Notification
D Guerra Construction LLC	Bid Notification
D J Site Construction Inc.	Bid Notification
DAL MAINTENANCE LLC	Bid Notification
Day services	Bid Notification
DCCS, LLC	Bid Notification
DCI Contracting, Inc.	Bid Notification
DDM Construction Corp.	Bid Notification
Delta Prime Specialty Services	Bid Notification
derk harmsen const. co inc	Bid Notification
Derrick Construction Company	Bid Notification
DezTex Industrial Service LLC	Bid Notification
DFW Infrastructure, Inc.	Bid Notification
DFW Services LLC	Bid Notification
Diamond Demolition	Bid Notification
DirtBoys, Inc.	Bid Notification
Dixon Paving, Inc.	Bid Notification
DNT Construction LLC	Bid Notification
Dorazio Enterprises, Inc.	Bid Notification
Dowager Utility Construction, Ltd	Bid Notification
Droptine Utility Construction, LLC	Bid Notification
Dykon Blasting Corp	Bid Notification
E Z Bel Construction, LLC	Bid Notification
E.P. Brady LTD	Bid Notification
Eagle Eye Consulting and Construction	Bid Notification
Earth Builders, L.P.	Bid Notification
East Texas Bridge, Inc.	Bid Notification
Ellis & Ellis, Inc.	Bid Notification
Enterprise Commercial Paving	Bid Notification

Environmental Allies	Bid Notification
Excel 4 Construction LLC	Bid Notification
F&L Coatings and Concrete, LL	Bid Notification
FERGUSON	Bid Notification
Fibrwrap Construction Services	Bid Notification
Fire Line Services, Inc.	Bid Notification
Flow Line Utilities, Inc.	Bid Notification
Flow-Line Construction, Inc.	Bid Notification
FNH CONSTRUCTION LLC	Bid Notification
Force Asset Management	Bid Notification
Forde Construction Company, I	Bid Notification
Foremost Paving, Inc.	Bid Notification
Fort Worth Civil Constructors, L	Bid Notification
Freepoint Construction, LLC	Bid Notification
Freese & Nichols, Inc.	Bid Notification
Fritcher Construction Services	Bid Notification
Fused Industries LLC	Bid Notification
Future Pipe Industries	Bid Notification
G & L Young Construction, Ltd	Bid Notification
G2 Contractors, LLC	Bid Notification
Garcia Fencing, Inc.	Bid Notification
Garrett Construction Company	Bid Notification
Garver, LLC	Bid Notification
Gary W Purser Construction, Lt	Bid Notification
Gauge Engineering, LLC	Bid Notification
Generocity Services Inc.	Bid Notification
Gilbert May Inc.	Bid Notification
Gilco Contracting, Inc.	Bid Notification
Gilleland Smith Construction, In	Bid Notification
Gomez Construction, Inc.	Bid Notification
Greco Construction, Inc.	Bid Notification
Greenlee Plumbing Services, Ir	Bid Notification
GRod Construction, LLC	Bid Notification
Guido Brothers Construction Cc	Bid Notification
Guzman Construction LLC	Bid Notification
GW Phillips Construction, INC.	Bid Notification
h & b contractors	Bid Notification
H. W. Lochner, Inc.	Bid Notification
Haas-Anderson Construction, L	Bid Notification
Hammett Excavation Inc	Bid Notification
Harper Brothers	Bid Notification
Hart Constructors of Texas, LL	Bid Notification
HBT, Inc.	Bid Notification
HDR Engineering, Inc.	Bid Notification
Hilbrick Incorporated	Bid Notification
HJD Capital Electric, Inc.	Bid Notification
Holchemont, Ltd.	Bid Notification
Holloman Corporation	Bid Notification
Holy Contractors LLC	Bid Notification
Horseshoe Construction, Inc	Bid Notification
HQS Construction, LLC	Bid Notification
HTI Construction, Inc.	Bid Notification

Hydrological Solutions, Inc	Bid Notification
I.S. Construction Group, LLC	Bid Notification
Infrastructure Rehabilitation US	Bid Notification
Inland Pipe Rehabilitation	Bid Notification
Insituform Technologies, LLC	Bid Notification
Interstate Pipeline Utility Constr	Bid Notification
IPR	Bid Notification
IPR South Central LLC	Bid Notification
ISC Global Services, Inc.	Bid Notification
ISI Contracting, Inc.	Bid Notification
J Squared Construction Service	Bid Notification
J&G Concrete Products	Bid Notification
J. Carroll Weaver, Inc.	Bid Notification
J. W. Kelso Company, Inc.	Bid Notification
J.D. Abrams, L.P.	Bid Notification
J3 Company	Bid Notification
JABAR Corporation	Bid Notification
Jackson Construction, Ltd.	Bid Notification
JAMCO Ventures LLC	Bid Notification
James Construction Group, LLC	Bid Notification
Jasdem, Inc.	Bid Notification
Jay Mills Contracting, Inc.	Bid Notification
JE Construction Services, LLC	Bid Notification
Jenn Energy Services, LLC	Bid Notification
Jerdon Enterprise, L.P.	Bid Notification
Jeske Construction	Bid Notification
JHL CONSTRUCTION	Bid Notification
JK General Contractors & Cons	Bid Notification
Joe Funk Construction, Inc.	Bid Notification
John & Marcus Contractors LLC	Bid Notification
John Reed and Company LLC	Bid Notification
Johnson Bros. Corporation, a S	Bid Notification
Jordan Foster Construction	Bid Notification
joshua dade contractors	Bid Notification
K2 Services, LLC	Bid Notification
KBL Construction	Bid Notification
KC Commercial, LLC	Bid Notification
Keeley Construction Group, Inc	Bid Notification
Kickapoo Empire LLC	Bid Notification
Kiewit Water Facilities South	Bid Notification
Kilgore Industrial	Bid Notification
KING SOLUTION SERVICES L	Bid Notification
KlutzConstruction, LLC	Bid Notification
KSA Engineers, Inc.	Bid Notification
L & L Asphalt Corp	Bid Notification
L-Con, In.	Bid Notification
L. Howard Construction	Bid Notification
L.H. Lacy Company, Ltd.	Bid Notification
La Banda LLC	Bid Notification
Lady Liberty Group, LLC	Bid Notification
Lambda Construction I, Ltd.	Bid Notification
Lee Construction and Maintena	Bid Notification

Leland & Bradlee Construction	Bid Notification
Lewis Contractors, Inc.	Bid Notification
LKG Resources, LLC	Bid Notification
Lone Star Grading & Materials	Bid Notification
Longhorn Excavators, Inc.	Bid Notification
Lupe Rubio Construction Co., Ir	Bid Notification
Lyness Construction LP	Bid Notification
M&C Fonseca Construction Co	Bid Notification
M-5 Texas Enterprises, LLC	Bid Notification
M-Co Construction, Inc.	Bid Notification
M. C. Ethridge Co.	Bid Notification
M5 Utilities, LLC	Bid Notification
MACB	Bid Notification
Mar-Con Services	Bid Notification
MARC III General Contractors,	Bid Notification
Margaret Russo	Bid Notification
Mars Industries	Bid Notification
Matrix Demolition	Bid Notification
MAX Underground Constructor	Bid Notification
McCarthy Building Companies,	Bid Notification
McGraw-Hill Construction Dodg	Bid Notification
Mclean Construction	Bid Notification
McMahon Contracting, L.P.	Bid Notification
Metro City Construction	Bid Notification
MGC Contractors Inc	Bid Notification
Micam Development LLC	Bid Notification
Mitchell Enterprises, Ltd.	Bid Notification
MMG Contractors,LLC	Bid Notification
Moab Construction Company, Ir	Bid Notification
Mobil Construction Corporation	Bid Notification
MORGAN REMINGTON INC	Bid Notification
Myers Concrete Construction, L	Bid Notification
National PowerRodding Corp.	Bid Notification
National Works, Inc.	Bid Notification
NBG Constructors, Inc.	Bid Notification
Nelson Lewis, Inc.	Bid Notification
Nerie Brothers Construction LL	Bid Notification
Nerie Construction	Bid Notification
NNAC Construction Inc.	Bid Notification
No-DigTec, LLC	Bid Notification
Nortex Concrete Lift & Stabiliza	Bid Notification
NORTH TX CONSTRUCTION	Bid Notification
O.G. Construction Co.,LLC	Bid Notification
OHL USA	Bid Notification
Oller Engineering, Inc.	Bid Notification
Omega Contracting, LLC	Bid Notification
Oscar Renda Contracting, Inc.	Bid Notification
Padre Island Property Manager	Bid Notification
Paskey Incorporated	Bid Notification
Patin Construction	Bid Notification
Patterson Equipment Company	Bid Notification
PCL Construction, Inc.	Bid Notification

Pesado Construction	Bid Notification
Pintail Oilfeild Services	Bid Notification
PLW Waterworks, LLC	Bid Notification
Polston Applied Technologies C	Bid Notification
Primespec Construction, LLC	Bid Notification
Primoris Services Corporation	Bid Notification
Proficient Constructors, LLC	Bid Notification
Progressive Structures, Inc.	Bid Notification
Project Search, Inc.	Bid Notification
Prota, Inc.	Bid Notification
QKB Inc	Bid Notification
Quality Excavation, Ltd.	Bid Notification
Quanta Building Group, LLC	Bid Notification
R & D Burns Brothers, Inc	Bid Notification
R & J Demo	Bid Notification
R J Construction Company, Inc	Bid Notification
R-Tex Services	Bid Notification
R.H. Shackelford, Inc.	Bid Notification
RAC Industries, LLC	Bid Notification
Ragle Inc.	Bid Notification
RAGLE INC.	Bid Notification
RAM II General Contractor Inc	Bid Notification
Rambo Contracting, INC	Bid Notification
RBR Infrastructure & Road, LLC	Bid Notification
RCM Constructors, Inc.	Bid Notification
Recio Utiliites	Bid Notification
Recon Coating Solutions LLC	Bid Notification
Red Baron Building Municipal P	Bid Notification
Red Baron Supply Co	Bid Notification
Redi-Mix Concrete	Bid Notification
Resinating LLC	Bid Notification
Rexco Inc.	Bid Notification
REYES GROUP	Bid Notification
Reynolds & Kay, Ltd.	Bid Notification
Reytech Services LLC	Bid Notification
Rimkus Consutling Group, Inc.	Bid Notification
RLM EarthCo Inc	Bid Notification
Rockin Q Construction, LLC	Bid Notification
Roman Emperors Road	Bid Notification
Roth Excavating Inc.	Bid Notification
RP Global	Bid Notification
Rucoba & Maya Construction, L	Bid Notification
S.J. Louis Construction of Texa	Bid Notification
SAK Construction, LLC	Bid Notification
SAMES, INC.	Bid Notification
San Antonio Asphalt & Mainten	Bid Notification
SB Contractors, LLC	Bid Notification
Schaumburg & Polk, Inc.	Bid Notification
Scott Tucker Construction Com	Bid Notification
SCR Civil Construction, LLC	Bid Notification
SDM Construction and Develop	Bid Notification
SER Construction Partners, LL	Bid Notification

Sherwood Design Engineers	Bid Notification
SJ Louis Construction of Texas	Bid Notification
SJ&J CONSTRUCTION, LLC	Bid Notification
SKE Construction, LLC	Bid Notification
Slack & Co	Bid Notification
Smith Contracting	Bid Notification
Southern Road & Bridge	Bid Notification
SpawGlass Civil Construction, I	Bid Notification
Specialized Maintenance Servic	Bid Notification
Spiars Engineering, Inc.	Bid Notification
SSP Industries LP	Bid Notification
Stantec	Bid Notification
Statewide Services, Inc	Bid Notification
Sterling Site Service, LLC	Bid Notification
Stoic Civil Construction, Inc.	Bid Notification
Storm-Tex Services, LLC	Bid Notification
Strata Underground LLC.	Bid Notification
Structural Assurance	Bid Notification
SWWC Operations	Bid Notification
SYB CONSTRUCTION COMP/	Bid Notification
T Construction	Bid Notification
T. Gray Utility & Rehab Co., LLC	Bid Notification
Taylor & Taylor Construction	Bid Notification
Teamwork Construction Service	Bid Notification
Tejas Commercial Construction	Bid Notification
Tejas Utilities LLC	Bid Notification
Telluride Construction Compan	Bid Notification
Tex-Pro Construcion, LLC	Bid Notification
Texas Hot Taps	Bid Notification
Texas Materials Group, Inc.	Bid Notification
Texas Standard Construction, L	Bid Notification
Texas Sterling Construction Co	Bid Notification
Texas Water Products, Inc.	Bid Notification
Thalle Construction Co., Inc.	Bid Notification
The Bid Calendar	Bid Notification
THE DRC GROUP	Bid Notification
The Fain Group, Inc.	Bid Notification
Thompson Pipe Group Flowtite	Bid Notification
Thyssen-Laughlin, Inc.	Bid Notification
Tierra Lease Service	Bid Notification
TIKON GROUP INC.	Bid Notification
TIMCO	Bid Notification
TLC Trucking & Contracting, Inc	Bid Notification
TREG Erosion Control Speciali	Bid Notification
Tri-Con Services	Bid Notification
Triple B Services, LLP	Bid Notification
Tropical Contracting, LLC	Bid Notification
TTG Utilities, LP	Bid Notification
TUCON, LLC	Bid Notification
TX Hydro Industrial Services, LI	Bid Notification
UFL Inc.	Bid Notification
urban infraconstruction Ilc	Bid Notification



Urbanovsky Advanced Construc	Bid Notification
UtiliTex Construction, LLP	Bid Notification
Utility & Environmental Services	Bid Notification
V.K. Knowlton Construction & L	Bid Notification
Vadnais Trenchless	Bid Notification
Vadnais Trenchless Services P	Bid Notification
Vaught Services LLC	Bid Notification
Venus Construction Company,	Bid Notification
Vescorp Construction,LLC	Bid Notification
Vick Operating Co, LLC	Bid Notification
Vortex Services, LLC	Bid Notification
Walker Utilities Inc.	Bid Notification
Webber, LLC	Bid Notification
Wes Coffman Industrial	Bid Notification
Westar Construction Inc.	Bid Notification
Whitestone Civil Construction, I	Bid Notification
Whitney Underground Utilities, I	Bid Notification
Witt Plumbing Company	Bid Notification
Woody Contractors, Inc.	Bid Notification
WPM Construction Services, In	Bid Notification

## Access Report:

Vendor Name	Documents
AIMS	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
Alpha Testing, Inc.	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
ARANDA INDUSTRIES, LLC.	
Baxter & Woodman, Inc.	
Belt Construction, Inc.	
BLD Services	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
Boyer, Inc.	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
Climate Survival Solutions	
CMS	
Dodge Data & Analytics	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
Elevated Concrete Solutions	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
ELITE TEXTILE TRADING LLC	
HammerHead Trenchless	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
Hearn Company	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
Infrastructure Rehabilitation US	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
Insituform	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
IPR	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
KING SOLUTION SERVICES L	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
L. Howard Construction	
Lopez Utilities Contractor, LLC	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
Michels Trenchless Inc	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
National Works, Inc.	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
Perkens WS Corporation	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
SAK Construction, LLC	
Specialized Maintenance Servic	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
SPI	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
texas pride utilities, llc	Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf
The Bid Lab	

Tukmol General Contractor  
Vortex Services LLC  
Wayne Enterprises

Sealed Bid #23034 Rehabilitation of Sanitary Sewer.pdf

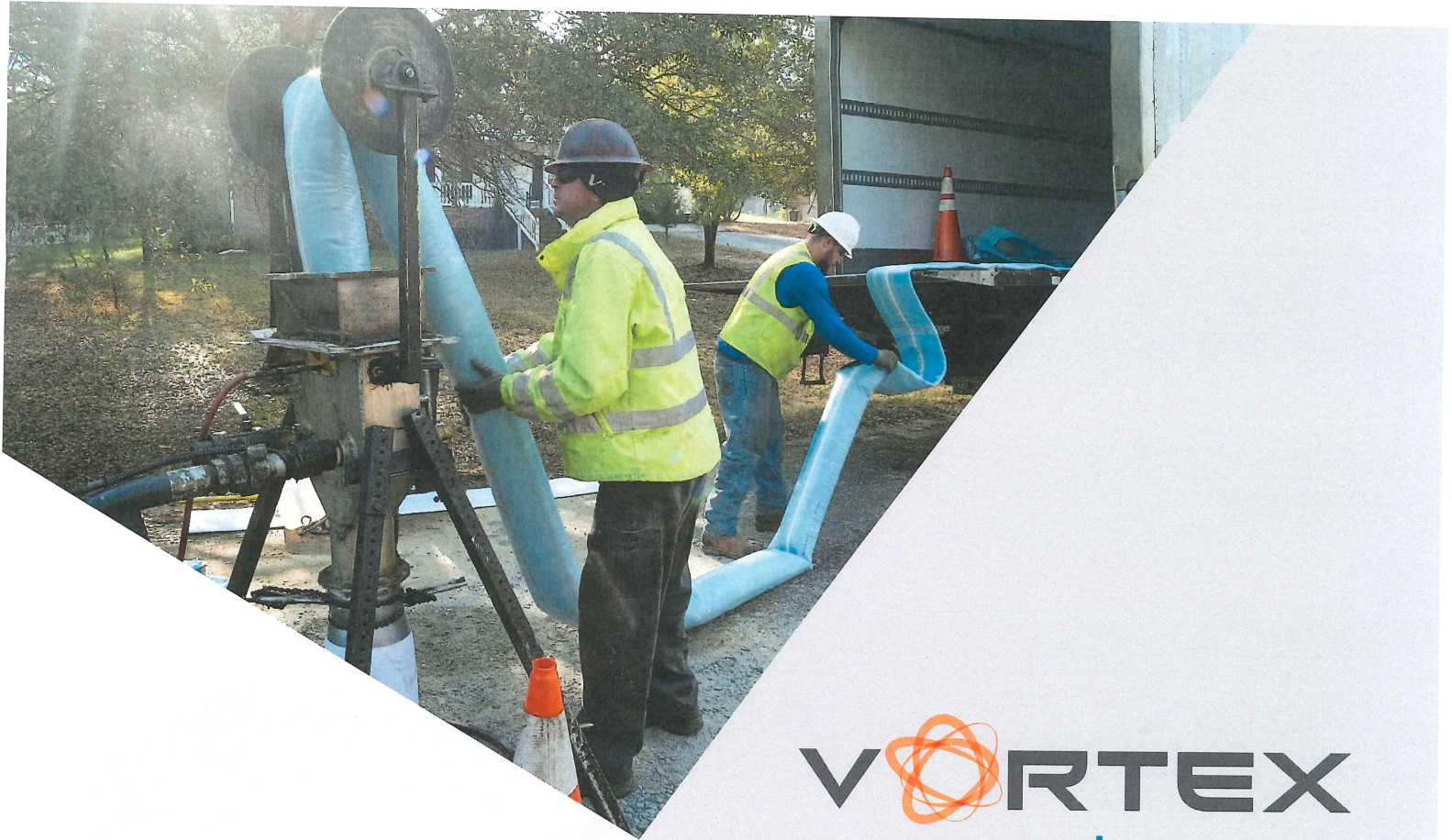
				Texas Pride Utilities				Vortex			
Base Bid Items	Description	QTY	UOM	Scheduled Unit Price	Scheduled Extended Price	Emergency Unit Price	Emergency Extension	Scheduled Unit Price	Scheduled Extended Price	Emergency Unit Price	Emergency Extension
1	Reconnection of service line 1' to 10' deep	115	ea	1000	115000	1000	115000	700	80500	1000	115000
2	Sliplining 6" diameter, 0' to 10' deep	2,000	ea	30	60000	38	76000	38	76000	45	90000
3	Sliplining 8" diameter, 0' to 10' deep	3,500	ea	36	126000	44	154000	38	133000	45	157500
4	Obstruction removal, 0' to 10' deep	6	ea	2000	12000	4000	24000	400	2400	650	3900
5	Trench safety system 5' to 10' deep	1150	LF	1	1150	1	1150	5	5750	10	11500
6	Install end of line cleanout with plug and cleanout shoe	6	ea	2000	12000	2000	12000	2000	12000	2450	14700
	Total Base Bid				\$326,150.00		\$382,150.00		\$309,650.00		\$392,600.00
Alternate Bid item for Items 2 and 3											
7	Pipe burst 6" and 8" diameter to 8" diameter 0 to 10 feet deep	5,500	LF	46	253000	56	308000	45	247500	58	319000
Optional Bid items											
8	Reconnection of service line by excavation 10' to 15' deep	1	ea	2600	2600	2600	2600	1400	1400	2200	2200
9	Reconnection of service line by excavation over 15' deep	1	ea	400	400	4000	4000	2400	2400	3200	3200
10	Sliplining 6" diameter, 10' to 15' deep	1	LF	38	38	38	38	42	42	42	42
11	Sliplining 6" diameter, over 15' deep	1	LF	48	48	48	48	46	46	50	50
12	Sliplining 8" diameter, 10' to 15' deep	1	LF	48	48	48	48	42	42	42	42
13	Sliplining 8" diameter, over 15' deep	1	LF	58	58	66	66	46	46	50	50
14	Sliplining 10" diameter, 0' to 10' deep	1	LF	60	60	68	68	48	48	46	46
15	Sliplining 10" diameter, 10' to 15' deep	1	LF	70	70	78	78	52	52	50	50
16	Sliplining 10" diameter, over 15' deep	1	LF	80	80	88	88	60	60	60	60
17	Sliplining 12" diameter, 0 to 10 feet deep	1	LF	70	70	78	78	54	54	52	52
18	Sliplining 12" diameter, 10' to 15' deep	1	LF	80	80	88	88	60	60	58	58
19	Sliplining 12" diameter, over 15' deep	1	LF	90	90	98	98	72	72	75	75
20	Sliplining 15" diameter, 0' to 10' deep	1	LF	180	180	188	188	67	67	65	65
21	Sliplining 15" diameter, 10' to 15' deep	1	LF	200	200	208	208	77	77	75	75
22	Swliplining 15" diameter, over 15' deep	1	LF	220	220	228	228	92	92	100	100
23	Obstruction removal 10' to 15' deep	1	ea	4000	4000	5000	5000	700	700	1000	1000
24	Obstruction removal over 15' deep	1	ea	6000	6000	7000	7000	1800	1800	3600	3600
25	Manhole ring and cover replacement	1	ea	2000	2000	3000	3000	1400	1400	2000	2000
26	Install new manhole	1	VF	1000	1000	1600	1600	850	850	1200	1200
27	Point repair of 6" to 10" sewers, 8' to 15' deep, 12' long	1	ea	3000	3000	4000	4000	2400	2400	3600	3600
28	Extra length for point repair of 6" to 10' sewers, up to 8' deep	1	LF	100	100	100	100	100	100	200	200

29	Point repair of 6" to 10" sewers, 8' to 15' deep, 12' long	1	ea	4800	4800	5800	5800	3000	3000	4500	4500
30	Extra length for point repair of 6" to 10" sewers, 8' to 15' deep	1	LF	20	20	200	200	150	150	250	250
31	Point repair of 6" to 10" sewers, over 15' deep, 12' long	1	ea	6000	6000	7000	7000	3600	3600	6000	6000
32	Extra length for oint repair of 6" to 10", over 15' deep	1	LF	300	300	300	300	350	350	600	600
33	Point repair of 12" to 18" sewers, up to 8' deep, 8' long	1	ea	5800	5800	6800	6800	4800	4800	6000	6000
34	Extra length for oint repair of 12" to 18" sewers, up to 8' deep	1	LF	300	300	300	300	350	350	600	600
35	Point repair of 12" to 18" sewers 8' to 15' deep, 12' long	1	ea	8000	8000	9000	9000	6000	6000	7500	7500
36	Extra length for point repair for 12" to 18" sewers, 8' to 15' deep	1	LF	320	320	320	320	400	400	800	800
37	Point repair of 12" to 18" sewers over 15' deep, 12' long	1	ea	10000	10000	12000	12000	9000	9000	12000	12000
38	Extra length for oint repair for 12" to 18" sewers, over 15' deep	1	LF	400	400	400	400	800	800	1400	1400
39	Remove and replace 8" sewer 0 to 10 feet deep	1	LF	120	120	128	128	70	70	80	80
40	Remove and replace 8" sewer 10 to 15 feet deep	1	LF	180	180	188	188	75	75	85	85
41	Remove and replace 8" sewer over 15' deep	1	LF	220	220	228	228	100	100	115	115
42	Remove and replae 10" sewer, 0 to 10 feet deep	1	LF	240	240	248	248	80	80	90	90
43	Remove and replae 10" sewer 10' to 15' deep	1	LF	200	200	208	208	90	90	100	100
44	Remove and replace 10" sewer over 15' deep	1	LF	240	240	248	248	110	110	120	120
45	Remove and replace 12" sewer 0 to 10 feet deep	1	LF	230	230	238	238	90	90	100	100
46	Remove and replace 12" sewer 10' to 15' deep	1	LF	250	250	258	258	100	100	115	115
47	Remove and replace 12" sewer over 15' deep	1	LF	260	260	268	268	120	120	140	140
48	Remove and replace 15" sewer 0 to 10' deep	1	LF	240	240	248	248	130	130	150	150
49	Remove and replace 15" sewer 10' to 15' deep	1	LF	260	260	268	268	155	155	175	175
50	Remove and replace 15" sewer over 15' deep	1	LF	280	280	288	288	185	185	215	215
51	Remove and replace 18" sewer 0 to 10 feet deep	1	LF	260	260	268	268	200	200	240	240
52	Remove and replace 18" sewer 10' to 15' deep	1	LF	289	289	299	299	235	235	265	265
53	Remove and replace 18" sewer over 15' deep	1	LF	320	320	328	328	300	300	350	350
54	Remove and replace 24" sewer over 0 to 10 feet deep	1	LF	320	320	330	330	285	285	345	345
55	Remove and replace 24" sewer 10' to 15' deep	1	LF	350	350	360	360	325	325	390	390

56	Remove and replace 24" sewer over 15' deep	1	LF	380	380	390	390	400	400	480	480
57	Remove and replace 30" sewer 0' to 10' deep	1	LF	380	380	390	390	390	390	415	415
58	Remove and replace 30" sewer 10' to 15' deep	1	LF	410	410	420	420	440	440	480	480
59	Remove and replace 30" sewer over 15' deep	1	LF	440	440	450	450	500	500	585	585
60	Remove and replace 36" sewer, 0' to 10' deep	1	LF	400	400	410	410	480	480	525	525
61	Remove ad replace 36" sewer 10' to 15' deep	1	LF	430	430	440	440	550	550	590	590
62	Remove and replace 36" sewer over 15' deep	1	LF	460	460	470	470	700	700	790	790
63	Well pointing for rehabilitation, up to 10' deep	1	LF	60	60	60	60	800	800	1200	1200
64	Well pointing for rehabilitaiton, 10' to 25' deep	1	LF	80	80	80	80	1000	1000	1600	1600
65	Well pointing fo rehabilitation over 15' deep	1	LF	100	100	100	100	2250	2250	2750	2750
66	Remove all types of street pavement and base courses, varying thicknesses	1	SY	18	18	20	20	55	55	75	75
67	Sawed joint, concrete/asphalt pavements	1	LF	5	5	10	10	10	10	15	15
68	Removal and replacement of 4 1/2" concrete sidewalk, including reinforcement	1	SF	8	8	10	10	16	16	25	25
69	Removal and replaceent of 4 1/2" concrete driveway, including reinforcement	1	SY	88	88	90	90	144	144	165	165
70	Removal and replacement of 6" concrete pavement, including reinforcement	1	SY	110	110	120	120	165	165	190	190
71	Removal and replacement of concrete curb	1	LF	40	40	50	50	40	40	55	55
72	Replacement of base material and 1 1/2" HMA (Type D), including tack coat	1	SY	68	68	78	78	90	90	110	110
73	Trench safety system 10' to 15' deep	1	LF	1	1	1	1	80	80	100	100
74	Trench safety system over 15' deep	1	LF	40	40	60	60	350	350	450	450
75	Extra cement stabilized sand	1	CY	40	40	40	40	70	70	90	90
76	Extra depth for new manhole	1	VF	1000	1000	1200	1200	550	550	700	700
77	Bypass for each 3" pump	1	HR	30	30	30	30	200	200	250	250
78	Bypass for each 4" pump	1	HR	35	35	35	35	200	200	250	250
79	Bypass for each 6" pump	1	HR	60	60	60	60	400	400	500	500
80	Bypass for each 8" pump	1	HR	80	80	80	80	500	500	750	750
81	Setup for a 3" bypass pump	1	ea	1000	1000	2000	2000	1000	1000	1500	1500
82	Setup for a 4" bypass pump	1	ea	3000	3000	4000	4000	1000	1000	1500	1500
83	Setup for a 6" bypass pump	1	ea	5000	5000	6000	6000	3000	3000	4500	4500
84	Setup for an 8" bypass pump	1	ea	10000	10000	12000	12000	6500	6500	8000	8000
85	Pipe burst 6' and 8' diameter to 8" diameter 10-15 feet deep	1	LF	60	60	68	68	55	55	70	70
86	Pipe burst 6" and 8" diameter to 8" diameter over 15' deep	1	LF	68	68	76	76	85	85	100	100
87	Pipe burst 10" diameter to 10" diameter 0 to 10 feet	1	LF	58	58	66	66	60	60	72	72

88	Pipe burst 10" diameter to 10" diameter 10 to 15 feet deep	1	LF	68	68	76	76	70	70	80	80
89	Pipe burst 10" diameter to 10" diameter over 15' deep	1	LF	78	78	86	86	90	90	110	110
90	Pipe burst 12" diameter to 12" diameter 0 to 10 feet deep	1	LF	68	68	76	76	72	72	88	88
91	Pipe burst 12" diameter to 12" diameter 10' to 15' deep	1	LF	78	78	86	86	80	80	95	95
92	Pipe burst 12" diameter to 12" diameter over 15' deep	1	LF	88	88	96	96	105	105	120	120





Proposal for:  
City of La Porte, Texas

**BID #23034**  
**Rehabilitation of Sanitary Sewer**

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[vortexcompanies.com](http://vortexcompanies.com)

A VORTEX COMPANY

Revised 05-2019

**BID FORM**  
***BID 23034-Rehabilitation of Sanitary Sewer***

09/07/2023 DATE:

Bid of Vortex Services, LLC an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of \_\_\_\_\_ for the Rehabilitation of Sanitary Sewer Project for the City of La Porte, Harris County, Texas.

Gentlemen:

The undersigned bidder has carefully examined the Instructions to Bidders, this Proposal, the General Conditions of Agreement, the Technical Specifications and the drawings for the work herein above described and referred to in the Invitation to Bid and has carefully examined the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as called for in the Contract, the Specifications and shown on the drawings, and in the manner prescribed therein and according to the requirements of the City of La Porte.

**BASE BID****TOTAL BASE BID \$** \$309,650.00**Written** Three hundred nine thousand six hundred fifty dollars**SUBSTITUTIONS:** If necessary, attach detail explanations to you proposal.1. (Add/Deduct) \$ \_\_\_\_\_2. (Add/Deduct) \$ \_\_\_\_\_

It is understood and agreed that the work shall be complete in full within 180 calendar days after the date on which work is to be commenced as established by the Contract Documents.

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

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

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

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal the undersigned should fail to enter into a construction



# BID SCHEDULE

City of La Porte Sealed Bid #23034

Rehabilitation of Sanitary Sewer Using Slipling, Pipe Bursting  
(and remove and replace techniques)

## BASE BID ITEMS

Item No.	Description	Estimated Quantity	Unit of Measure	Scheduled Unit Price	Scheduled Extension	Emergency Unit Price`	Emergency Extension
1	Reconnection of service line 0' to 10' deep	115	ea	\$700.00	\$80,500.00	\$1,000.00	\$115,000.00
2	Sliplining 6" diameter, 0' to 10' deep	2000	ea	\$38.00	\$76,000.00	\$45.00	\$90,000.00
3	Sliplining 8" diameter, 0' to 10' deep	3500	ea	\$38.00	\$133,000.00	\$45.00	\$157,500.00
4	Obstruction removal, 0' - 10' deep	6	ea	\$400.00	\$2,400.00	\$650.00	\$3,900.00
5	Trench safety system 5' to 10' deep	1150	LF	\$5.00	\$5,750.00	\$10.00	\$11,500.00
6	Install end of line cleanout with plug and cleanout shoe	6 ea	ea	\$2,000.00	\$12,000.00	\$2,450.00	\$14,700.00
TOTAL							

## Alternate Bid Item for Items 2 and 3

Item No.	Description	Estimated Quantity	Unit of Measure	Scheduled Unit Price	Scheduled Extension	Emergency Unit Price`	Emergency Extension
7	Pipe burst 6" and 8" diameter to 8" diameter 0 to 10 feet deep	5500	LF	\$45.00	\$247,500.00	\$58.00	\$319,000.00

## Optional Bid Items

Item No.	Description		Unit of Measure	Scheduled Unit Price	Scheduled Extension	Emergency Unit Price`	Emergency Extension
8	Reconnection of service line by excavation 10' to 15' deep		ea	\$1,400.00	\$1,400.00	\$2,200.00	\$2,200.00
9	Reconnection of service line by excavation over 15' deep		ea	\$2,400.00	\$2,400.00	\$3,200.00	\$3,200.00
10	Sliplining 6" diameter, 10' to 15' deep		LF	\$42.00	\$42.00	\$42.00	\$42.00
11	Sliplining 6" diameter, over 15' deep		LF	\$46.00	\$46.00	\$50.00	\$50.00
12	Sliplining 8" diameter, 10' to 15' deep		LF	\$42.00	\$42.00	\$42.00	\$42.00

Optional Bid Items							
Item No.	Description		Unit of Measure	Scheduled Unit Price	Scheduled Extension	Emergency Unit Price`	Emergency Extension
Optional Bid Items							
13	Sliplining 8" diameter, over 15' deep		LF	\$46.00	\$46.00	\$50.00	\$50.00
14	Sliplining 10" diameter, 0' to 10' deep		LF	\$48.00	\$48.00	\$46.00	\$46.00
15	Sliplining 10" diameter, 10' to 15' deep		LF	\$52.00	\$52.00	\$50.00	\$50.00
16	Sliplining 10" diameter, over 15' deep		LF	\$60.00	\$60.00	\$60.00	\$60.00
17	Sliplining 12" diameter, 0' to 10' deep		LF	\$54.00	\$54.00	\$52.00	\$52.00
18	Sliplining 12" diameter, 10' to 15' deep		LF	\$60.00	\$60.00	\$58.00	\$58.00
19	Siplining 12" diameter, over 15' deep		LF	\$72.00	\$72.00	\$75.00	\$75.00
20	Sliplining 15" diameter, 0' to 10' deep		LF	\$67.00	\$67.00	\$65.00	\$65.00
21	Sliplining 15" diameter, 10' to 15' deep		LF	\$77.00	\$77.00	\$75.00	\$75.00
22	Sliplining 15" diameter, over 15' deep		LF	\$92.00	\$92.00	\$100.00	\$100.00
23	Obstruction removal 10' to 15' deep		ea	\$700.00	\$700.00	\$1,000.00	\$1,000.00
24	Obstruction removal over 15' deep		ea	\$1,800.00	\$1,800.00	\$3,600.00	\$3,600.00
25	Manhole ring and cover replacement		ea	\$1,400.00	\$1,400.00	\$2,000.00	\$2,000.00
26	Install new manhole		VF	\$850.00	\$850.00	\$1,200.00	\$1,200.00
27	Point repair of 6" to 10" sewers, up to 8' deep, 8' long		ea	\$2,400.00	\$2,400.00	\$3,600.00	\$3,600.00
28	Extra length for point repair of 6" to 10" sewers, up to 8' deep		LF	\$100.00	\$100.00	\$200.00	\$200.00
29	Point repair of 6" to 10" sewers, 8' to 15' deep, 12' long		ea	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
30	Extra length for point repair of 6" to 10" sewers, 8' to 15' deep		LF	\$150.00	\$150.00	\$250.00	\$250.00
31	Point repair of 6" to 10" sewers, over 15' deep, 12' long		ea	\$3,600.00	\$3,600.00	\$6,000.00	\$6,000.00
32	Extra length for point repair of 6" to 10", over 15' deep		LF	\$350.00	\$350.00	\$600.00	\$600.00
33	Point repair of 12" to 18" sewers, up to 8' deep, 8' long		ea	\$4,800.00	\$4,800.00	\$6,000.00	\$6,000.00
34	Extra length for point repair of 12" to 18" sewers, up to 8' deep		LF	\$350.00	\$350.00	\$600.00	\$600.00
35	Point repair of 12" to 18" sewers 8' to 15' deep, 12' long		ea	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00
36	Extra length for point repair for 12" to 18" sewers, 8' to 15' deep		LF	\$400.00	\$400.00	\$800.00	\$800.00



37	Point repair of 12" to 18" sewers over 15' deep, 12' long		ea	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00
<b><i>Sealed Bid #23034, Continued</i></b>							
Item No.	Description		Unit of Measure	Scheduled Unit Price	Scheduled Extension	Emergency Unit Price`	Emergency Extension
38	Extra length for point repair for 12" to 18" sewers, over 15' deep		LF	\$800.00	\$800.00	\$1,400.00	\$1,400.00
39	Remove and replace 8" sewer 0' to 10' deep		LF	\$70.00	\$70.00	\$80.00	\$80.00
40	Remove and replace 8" sewer 10' to 15' deep		LF	\$75.00	\$75.00	\$85.00	\$85.00
41	Remove and replace 8" sewer over 15' deep		LF	\$100.00	\$100.00	\$115.00	\$115.00
42	Remove and replace 10" sewer 0' to 10' deep		LF	\$80.00	\$80.00	\$90.00	\$90.00
43	Remove and replace 10" sewer 10' to 15' deep		LF	\$90.00	\$90.00	\$100.00	\$100.00
44	Remove and replace 10" sewer over 15' deep		LF	\$110.00	\$110.00	\$120.00	\$120.00
45	Remove and replace 12" sewer 0' to 10' deep		LF	\$90.00	\$90.00	\$100.00	\$100.00
46	Remove and replace 12" sewer 10' to 15' deep		LF	\$100.00	\$100.00	\$115.00	\$115.00
47	Remove and replace 12" sewer over 15' deep		LF	\$120.00	\$120.00	\$140.00	\$140.00
48	Remove and replace 15" sewer 0' to 10' deep		LF	\$130.00	\$130.00	\$150.00	\$150.00
49	Remove and replace 15" sewer 10' to 15' deep		LF	\$155.00	\$155.00	\$175.00	\$175.00
50	Remove and replace 15" sewer over 15' deep		LF	\$185.00	\$185.00	\$215.00	\$215.00
51	Remove and replace 18" sewer 0' to 10' deep		LF	\$200.00	\$200.00	\$240.00	\$240.00
52	Remove and replace 18" sewer 10' to 15' deep		LF	\$235.00	\$235.00	\$265.00	\$265.00
53	Remove and replace 18" sewer over 15' deep		LF	\$300.00	\$300.00	\$350.00	\$350.00

54	Remove and replace 24" sewer 0' to 10' deep		LF	\$285.00	\$285.00	\$345.00	\$345.00
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***Sealed Bid #23034, Continued***

Item No.	Description		Unit of Measure	Scheduled Unit Price	Scheduled Extension	Emergency Unit Price`	Emergency Extension
55	Remove and replace 24" sewer 10' to 15' deep		LF	\$325.00	\$325.00	\$390.00	\$390.00
56	Remove and replace 24" sewer over 15' deep		LF	\$400.00	\$400.00	\$480.00	\$480.00
57	Remove and replace 30: sewer 0' to 10' deep		LF	\$390.00	\$390.00	\$415.00	\$415.00
58	Remove and replace 30" sewer 10' to 15' deep		LF	\$440.00	\$440.00	\$480.00	\$480.00
59	Remove and replace 30" sewer over 15' deep		LF	\$500.00	\$500.00	\$585.00	\$585.00
60	Remove and replace 36" sewer 0' to 10' deep		LF	\$480.00	\$480.00	\$525.00	\$525.00
61	Remove and replace 36" sewer 10' to 15' deep		LF	\$550.00	\$550.00	\$590.00	\$590.00
62	Remove and replace 36" sewer over 15' deep		LF	\$700.00	\$700.00	\$790.00	\$790.00
63	Well ointing for rehabilitation, up to 10' deep		LF	\$800.00	\$800.00	\$1,200.00	\$1,200.00
64	Well pointing for rehabilitation, 10' to 15' deep		LF	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00
65	Well pointing for rehabilitation over 15' deep		LF	\$2,250.00	\$2,250.00	\$2,750.00	\$2,750.00
66	Remove all types of street pavement and base courses, varying thicknesses		SY	\$55.00	\$55.00	\$75.00	\$75.00
67	Sawed joint, concrete/asphalt pavements		LF	\$10.00	\$10.00	\$15.00	\$15.00
68	Removal and replacement of 4 1/2" concrete sidewalk, including reinforcement		SF	\$16.00	\$16.00	\$25.00	\$25.00
69	Removal and replacement of 4 1/2" concrete driveway, including reinforcement		SY	\$144.00	\$144.00	\$165.00	\$165.00



70	Removal and replacement of 6" concrete pavement, including reinforcement		SY	\$165.00	\$165.00	\$190.00	\$190.00
71	Removal and replacement of concrete curb		LF	\$40.00	\$40.00	\$55.00	\$55.00

***Sealed Bid #20009, Continued***


Item No.	Description		Unit of Measure	Scheduled Unit Price	Scheduled Extension	Emergency Unit Price`	Emergency Extension
72	Replacement of base material and 1 1/2" HMAC (Type D), including tack coat		SY	\$90.00	\$90.00	\$110.00	\$110.00
73	Trench safety system 10' to 15' deep		LF	\$80.00	\$80.00	\$100.00	\$100.00
74	Trench safety system over 15' deep		LF	\$350.00	\$350.00	\$450.00	\$450.00
75	Extra cement stabilized sand		CY	\$70.00	\$70.00	\$90.00	\$90.00
76	Extra depth for new manhole		VF	\$550.00	\$550.00	\$700.00	\$700.00
77	Bypass for each 3" pump		HR	\$200.00	\$200.00	\$250.00	\$250.00
78	Bypass for each 4" pump		HR	\$200.00	\$200.00	\$250.00	\$250.00
79	Bypass for each 6" pump		HR	\$400.00	\$400.00	\$500.00	\$500.00
80	Bypass for each 8" pump		HR	\$500.00	\$500.00	\$750.00	\$750.00
81	Setup for a 3" bypass pump		ea	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
82	Setup for a 4" bypass pump		ea	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
83	Setup for a 6" bypass pump		ea	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
84	Setup for an 8" bypass pump		ea	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00
85	Pipe burst 6' and 8' diameter to 8" diameter 10-15 feet deep		LF	\$55.00	\$55.00	\$70.00	\$70.00
86	Pipe burst 6" and 8" diameter to 8" diameter over 15' deep		LF	\$85.00	\$85.00	\$100.00	\$100.00
87	Pipe burst 10" diameter to 10" diameter 0' to 10' feet		LF	\$60.00	\$60.00	\$72.00	\$72.00
88	Pipe burst 10" diameter to 10" diameter 10' to 15' deep		LF	\$70.00	\$70.00	\$80.00	\$80.00
89	Pipe burst 10" diameter to 10" diameter over 15' deep		LF	\$90.00	\$90.00	\$110.00	\$110.00
90	Pipe burst 12" diameter to 12" diameter 0' to 10' deep		LF	\$72.00	\$72.00	\$88.00	\$88.00
91	Pipe burst 12" diameter to 12" diameter 10' to 15' feet deep		LF	\$80.00	\$80.00	\$95.00	\$95.00
92	Pipe burst 12" diameter to 12" diameter over 15' feet deep		LF	\$105.00	\$105.00	\$120.00	\$120.00

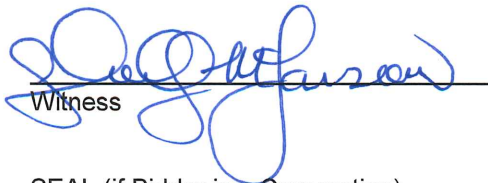
contract and execute bonds as provided in the specifications. In the event the undersigned should fail to enter into a construction contract and execute bonds as required within 14 calendar days after the Engineer has given unsigned contracts to the Contractor, it is understood and agreed that the bid security shall be forfeited to the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner as a result of such failure on the part of the undersigned.

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

In the event of Award of the Contract to the undersigned, the undersigned agrees to furnish Performance and Payment Bonds as provided in the Specifications.

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

Date 09/07/2023  
Signed   
By Brent Keller  
(Title)  
Company Vortex Services, LLC  
18150 Imperial Valley Dr., Houston, TX 77060  
(Address)  
713-750-9081  
(Telephone Number)  
bkeller@vortexcompanies.com  
(Email Address)

  
Witness

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No. \_\_\_\_\_

Date Received \_\_\_\_\_

Bidder agrees to perform all of the work described in the base bid and further described in the specifications for the sum of  
Three hundred nine thousand six hundred fifty dollars

dollars (\$ 309,650.00 ). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidders will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in sum of Five percent of Total amount of bid

dollars (\$ 5% T.A.B ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted :

BY:



(Signature of Authorized Person)

Brent Keller

(Print Name of Authorized Person)

(SEAL)

Regional Vice President

(Title)

18150 Imperial Valley Dr.

(Business Address)

Houston, TX 77060

(City) (State) (Zip Code)

713-750-9081

(Telephone Number)

**STATEMENT OF MATERIALS AND OTHER CHARGES**

MATERIALS INCORPORATED INTO THE PROJECT:	\$	<u>77,412.50</u>
ALL OTHER CHARGES:	\$	<u>232,237.50</u>
TOTAL:	\$	<u>309,650.00</u>

This total must agree with the total "Total Amount Bid" figure shown on the bid sheet.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.



**BID BOND**

STATE OF TEXAS     §  
                              §  
COUNTY OF HARRIS §

SURETY'S NO. CIC1932481

KNOW ALL MEN BY THESE PRESENTS, THAT Vortex Services, LLC

(hereinafter called the Principal), as Principal and Capitol Indemnity Corporation

(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 Five Percent of Maximum Bid Price Dollars (\$ 5% M.B.P. ), 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 BID #23034 Rehabilitation of Sanitary Sewer

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 7th  
day of September, 2023 .

Vortex Services, LLC

Principal/Contractor

By: 

Capitol Indemnity Corporation

Surety

By: 

Laura Kneitz, Attorney-in-Fact

Address: 18150 Imperial Valley Dr.

Houston, TX 77060

Address: 1600 Aspen Commons

Middleton, WI 53562

NOTE: Attach Power of Attorney

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

CIC1932481

Bond Number

**KNOW ALL MEN BY THESE PRESENTS**, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----ROBERT F. BOBO; TIMOTHY F. KELLY; FLORENCE MCCLELLAN; AARON P. CLARK; KRISTIN DARLING-----  
-----RACHEL RICHARDSON; LAURA KNEITZ; TERESA D KELLY; CRAIG PAYNE; NICK PATETTA-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

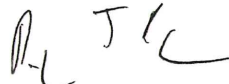
**"RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."


In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

**IN WITNESS WHEREOF**, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.


Attest:

  
Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer

  
Todd Burrick  
Chief Underwriting Officer

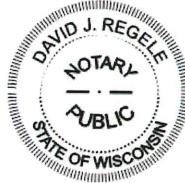


**CAPITOL INDEMNITY CORPORATION**


  
Adam L. Sills  
Chief Executive Officer and President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



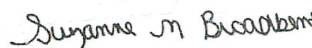
STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 7th day of September, 2023.



  
Suzanne M. Broadbent  
Secretary

**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.

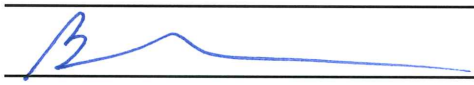
The City of La Porte is tax exempt and no taxes shall be included in the pricing of this solicitation.

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:	Vortex Services, LLC
Address:	18150 Imperial Valley Dr.
	Houston, TX 77060
Printed Name:	Brent Keller
Authorized Signature:	
Date:	09/07/2023



**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.

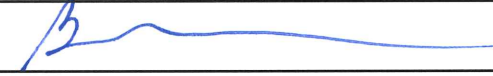
Failure to remit this certification with the response or non-compliance with said ordinance shall be just cause for rejection or disqualification of submitted proposal.

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

Or

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

*(Initial one of the above)*

<b>Business Name:</b>	<u>Vortex Services, LLC</u>
<b>Address:</b>	<u>18150 Imperial Valley Dr.</u>
	<u>Houston, TX 77060</u>
<b>Printed Name:</b>	<u>Brent Keller</u>
<b>Authorized Signature:</b>	<u></u>
<b>Date:</b>	<u>09/07/2023</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:**

Vortex Services, LLC

**Address:**

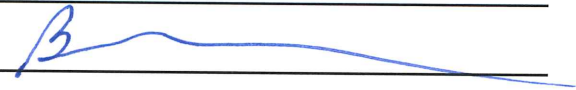
18150 Imperial Valley Dr.

Houston, TX 77060

**Printed Name:**

Brent Keller

**Authorized Signature:**



**Date:**

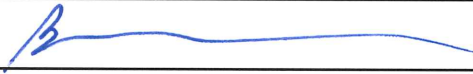
09/07/2023

## 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.

<b>Business Name:</b>	Vortex Services, LLC
<b>Address:</b>	18150 Imperial Valley Dr.
	Houston, TX 77060
<b>Printed Name:</b>	Brent Keller
<b>Authorized Signature:</b>	
<b>Date:</b>	09/07/2023



# 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.

Vortex Services, LLC

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

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

N/A

\_\_\_\_\_  
Name of Officer

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

N/A

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

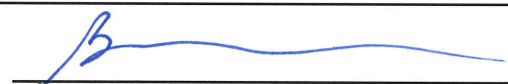
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

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

N/A

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

7   
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

09/07/2023

\_\_\_\_\_  
Date



## CITY OF LA PORTE LOCAL BIDDER PREFERENCE APPLICATION

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

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

1.

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

Name of business/DBA: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- ☐ Sole Proprietorship  
☐ Partnership  
☐ Corporation  
☐ Other \_\_\_\_\_

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

Name: \_\_\_\_\_

City: \_\_\_\_\_

2. General Business Information:

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

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

- (a) Number of additional jobs created \_\_\_\_\_ or retained for La Porte resident-employees \_\_\_\_\_

(b) Local subcontractor utilized, if applicable; name, location and contract value for each

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Value \$ \_\_\_\_\_

(c) Other economic development benefit deemed pertinent by applicant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
(Name of Bidder) (Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

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

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**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.

<b>Company Name</b>	<b>Contact</b>	<b>Address</b>	<b>Telephone</b>	<b>E-mail</b>
City of Deer Park	Brent Costlow	700 E San Austine	281-420-7229	
Deer Park, TX 77356				

Project information provided on the attached Project Reference List.

<b>Company Name</b>	<b>Contact</b>	<b>Address</b>	<b>Telephone</b>	<b>E-mail</b>
SAWS	Fred Flores	2800 US Hwy 281, North	210-233-3372	
San Antonio, TX. 78212				

Project information provided on the attached Project Reference List.

<b>Company Name</b>	<b>Contact</b>	<b>Address</b>	<b>Telephone</b>	<b>E-mail</b>
City of Amarillo	Alan Harder	5009 S.E. Seventh Ave	806378-9085	
Amarillo, TX 79105				

<b>Company Name</b>	<b>Contact</b>	<b>Address</b>	<b>Telephone</b>	<b>E-mail</b>
City of Fredericksburg	Kriss Kneese	126 W. Main St	830-990-2035	
Fredericksburg, TX 78624				

Project information provided on the attached Project Reference List.

<b>Company Name</b>	<b>Contact</b>	<b>Address</b>	<b>Telephone</b>	<b>E-mail</b>
City of Decatur	Jordan Young	105 10th Avenue NE	256-616-2888	
Decatur, AL 35601				

Project information provided on the attached Project Reference List.



## EXPERIENCE RECORD

### Similar Projects Bidder successfully completed within past five (5) years

Contract Amount	Type Work	Date Accepted	Name & Phone # of Owner
\$3,139,400.00	Pipe Bursting	Feb 2022	Jordan Young 256-616-2888
\$2,874,575.00	Pipe Bursting	Feb 2022	Jordan Young 256-616-2888
\$1,125,000.00	Pipe Bursting	March 2021	Brent Costlow 281-720-7231
\$1,275,276.90	Pipe Bursting	May 2020	Fred Flores 210-233-3372
\$1,957,242.00	Pipe Bursting	Dec 2019	Brent Costlow 281-720-7231

### Similar Projects Bidder now in process of completing

Contract Amount	Type Work	Date Accepted	Name & Phone # of Owner
\$4,325,385.00	Pipe Bursting	Jan 2023	Jordan Young 256-616-2888
\$16,724,650.00	Pipe Bursting	May 2023	Jordan Young 256-616-2888
\$4,683,973.00	Pipe Bursting	June 2022	Fred Flores 210-233-3372
\$89,265.00	Pipe Bursting	Sept 2022	Robert Banks 281-823-2104
\$5,163,653.20	Pipe Bursting	July 2021	Mary Bac 832-395-4992

### Surety Bond on Uncompleted Work

Contract Amount	Current Bond Amount	Name of Surety Company
\$1,984,339	\$1,984,339	Aspen American Insurance Company
\$5,383,609	\$5,383,609	Aspen American Insurance Company
\$1,539,995	\$1,539,995	International Fidelity Insurance Company

### List of Equipment owned by Bidder in serviceable condition and available for use on this Project

TT Tech Winch & Hammers; John Deere 310 SL Backhoe Loader, Bobcat S250 Skid Steer, John Deere 310 Track Hoe

### Portion of Work Bidder intends to sublet, amount, type and to whom

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Signature

09/07/2023  
Date

## House Bill 89 VERIFICATION

I, Brent Keller (Person name), the undersigned

representative of (Company or Business name)  
Vortex Services, LLC

(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.*

09/07/2023

DATE



SIGNATURE OF COMPANY REPRESENTATIVE





## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2023

Requested By: Ray Mayo

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** Notification and Access Report 23035;  
Bid Tabulation 23035; Bid from AAA

### Appropriation

Source of Funds: 018- Sewer Rehab CIP  
019- Drainage CIP

Account Number: 018-9881-669-1100  
019-9881-690-1100

Amount Budgeted: \$50,000.00  
\$20,000.00

Amount Requested: \$70,000.00

Budgeted Item: ☒ Yes ☐ No

## SUMMARY & RECOMMENDATION

City of La Porte Bid #23035 TV Inspection and Cleaning of Storm Sewer and Sanitary Sewer Lines was opened on September 7, 2023. The bid was posted on Public Purchase, the City website and advertised in the Bay Area Observer on August 17, 2023 and August 24, 2023. 313 vendors were notified, with 18 vendors downloading the bid documents and one (1) vendor submitting a bid.

The single bid was submitted by AAA Flexible Pipe Cleaning Co., Inc. The base bid was prepared utilizing estimated quantities of work. The bid establishes unit prices for work items, which staff can issue work orders to meet the annual budget and inspection and line cleaning priorities. The initial term of the contract is for one year, beginning October 1, 2023, with two (2) additional one-year renewals, with the mutual agreement of both parties.

Staff recommends award of Bid #23035 to AAA Flexible Pipe Cleaning Co., Inc., not to exceed annual budgeted amounts. AAA Flexible Pipe Cleaning has been a dependable contractor for La Porte for over 30 years in this capacity and has provided excellent work.

## STRATEGIC PLAN STRATEGY AND GOAL

**3.0 The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens.**

## ACTION REQUIRED BY CITY COUNCIL

**Award Bid #23035 TV Inspection and Cleaning of Storm Sewer and Sanitary Sewer Lines to AAA Flexible Pipe Cleaning Co. Inc. and authorize the City Manager to execute a service contract, not to exceed annual budgeted amounts.**

**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**

## Notifications & Access Report for Sealed Bid #23035 T.V. Inspections & Cleaning

### Notifications:

Vendor Name	Reason
4Ward Construction LLC	Bid Notification
A & M Construction and Utilities	Bid Notification
A&S Engineers	Bid Notification
AAA Flexible Pipe Cleaning Co.	Bid Notification
Ace Pipe Cleaning, Inc.	Bid Notification
Acme Utility Inspection Services	Bid Notification
Aco Waste Solution Incorporate	Bid Notification
ACT Pipe & Supply	Bid Notification
Acumen Enterprises, Inc.	Bid Notification
ADVANCED WATER WELL TE	Bid Notification
AECOM Technical Services	Bid Notification
AECSI	Bid Notification
AES Certified, LLC	Bid Notification
Aggieland Construction	Bid Notification
AGH2O Holdings, LLC	Bid Notification
AIA Engineers, Ltd.	Bid Notification
Alamo Land Service LLC	Bid Notification
All Points Inspection Services, I	Bid Notification
Alliance Geotechnical Group	Bid Notification
Ally General Solutions, LLC	Bid Notification
ALS 88 DESIGN BUILD LLC	Bid Notification
Alsay Incorporated	Bid Notification
Amani Engineering, Inc.	Bid Notification
AMC TXCI TX CONSTRUCTIO	Bid Notification
AMSCO Property Services, LLC	Bid Notification
Anderson Pollution Control, Inc.	Bid Notification
ARANDA INDUSTRIES, LLC.	Bid Notification
ARCADIS U.S., Inc.	Bid Notification
Ardurra group	Bid Notification
Armorock	Bid Notification
Associated Construction Partne	Bid Notification
ATKINS BROS.	Bid Notification
AWM Utility management Ltd	Bid Notification
AZTEC Engineering Group	Bid Notification
BakerCorp	Bid Notification
Ballard Water Well	Bid Notification
Banda Bros	Bid Notification
Bartholow Rental Company	Bid Notification
Baukus Electric	Bid Notification
Bay Ltd	Bid Notification
Bega Paving, Inc	Bid Notification
Bell Contractors Inc	Bid Notification
Benchmark Professionals LLC	Bid Notification
Bio-Aquatic Testing, Inc.	Bid Notification
Black & Veatch	Bid Notification
Black Castle General Contract	Bid Notification
Blackbird renewable energy	Bid Notification

Bleyl & Associates	Bid Notification
Bleyl Interests, Inc.	Bid Notification
Bowman Engineering & Consult	Bid Notification
Boyer, Inc.	Bid Notification
Brazos River Authority	Bid Notification
BRCT,LLC	Bid Notification
Brown & Gay Engineers	Bid Notification
Brown O'Brien Sewer Specialtie	Bid Notification
Brumfield Sanitation Services	Bid Notification
Burgess & Niple Inc.,	Bid Notification
Burns & McDonnell Engineering	Bid Notification
BVRT LP	Bid Notification
Cardno ATC	Bid Notification
Carollo Engineers, Inc.	Bid Notification
CAS Companies, LP	Bid Notification
Castro Companies	Bid Notification
Catalyst Advisors	Bid Notification
Catapult Plus LLC	Bid Notification
Category 5 Restorations & Con	Bid Notification
CDM Smith	Bid Notification
Champion Fuel Solutions	Bid Notification
Chief Solutions, Inc.	Bid Notification
Circle H Contractors, LP	Bid Notification
Civil Design Services, Inc.	Bid Notification
Cobb, Fendley & Associates	Bid Notification
Coburn Supply	Bid Notification
Colair, Inc.	Bid Notification
Colliers Engineering & Design,	Bid Notification
Commercial Chemical Product	Bid Notification
Complete Fire Protection	Bid Notification
Compositech Products Manufac	Bid Notification
Concept Controls Inc.	Bid Notification
Construction EcoServices	Bid Notification
Cornwell Washing Co.	Bid Notification
Corona Environmental Consulti	Bid Notification
CP&Y, Inc. dba STV Infrastruct	Bid Notification
CPS Civil, LLC	Bid Notification
CRIADO & Associates, Inc.	Bid Notification
CrowderGulf	Bid Notification
CSI Consolidated LLC dba Clea	Bid Notification
D Davila	Bid Notification
D Guerra Construction LLC	Bid Notification
D&M TANK LLC	Bid Notification
Dake Construction	Bid Notification
Dale Dobbins	Bid Notification
DAY SERVICES LLC	Bid Notification
DFW Services LLC	Bid Notification
Dial Development Services, LTI	Bid Notification
DMB CONSTRUCTION, L.L.C.	Bid Notification
Dodge Data & Analytics	Bid Notification
Douglas Remodeling Inc.	Bid Notification
Dowager Utility Construction, Lt	Bid Notification

DRC Emergency Services	Bid Notification
Droptine Utility Construction, LL	Bid Notification
Earth Builders, L.P.	Bid Notification
Edminster Hinshaw Russ & Ass	Bid Notification
eHT	Bid Notification
EJES INCORPORATED	Bid Notification
Elevator Inspection Group	Bid Notification
Enviropro Consulting Services I	Bid Notification
Exterior Consulting Innovations	Bid Notification
Farmer Environmental Group, L	Bid Notification
FERGUSON ENTERPRISES L	Bid Notification
Fire Line Services, Inc.	Bid Notification
Flow-Line Construction, Inc.	Bid Notification
Fortiline Waterworks	Bid Notification
Foster CM Group, Inc.	Bid Notification
Foster Enterprises, LLC	Bid Notification
Freese and Nichols	Bid Notification
Fritcher Construction Services	Bid Notification
Fugro Consultants, Inc.	Bid Notification
Fuquay, Inc.	Bid Notification
Future Pipe Industries	Bid Notification
Garrett Construction Company	Bid Notification
Garver, LLC	Bid Notification
GGE Consulting Engineers, Inc	Bid Notification
Gicon Pumps	Bid Notification
Gilleland Smith Construction, In	Bid Notification
Global Treat Inc	Bid Notification
Global WET	Bid Notification
Golden Triangle Landscape & M	Bid Notification
Gorron dona Engineering Servic	Bid Notification
GPM Pump and Seal	Bid Notification
Granite Inliner	Bid Notification
Graybar Electric	Bid Notification
Greenstone Electrical Services	Bid Notification
Griffin Pump & Eqpt., Inc	Bid Notification
Guerra Underground LLC	Bid Notification
Gulf Coast Renewable Resourc	Bid Notification
Gunda Corporation	Bid Notification
Halff and Associates	Bid Notification
Hardin & Associates Consulting	Bid Notification
Hart Constractors of Texas, LL	Bid Notification
Hazen and Sawyer	Bid Notification
Hazen and Sawyer, P.C.	Bid Notification
HB Enterprises, Inc	Bid Notification
HDR Engineering, Inc.	Bid Notification
HENECO ENGINEERING AND	Bid Notification
Hicks & Company Environment	Bid Notification
Holchemont, Ltd.	Bid Notification
Holloman Corporation	Bid Notification
HQS Construction, LLC	Bid Notification
HR Green	Bid Notification
HR Green, Inc.	Bid Notification

Hydro Resources Mid Continen	Bid Notification
hydro solutions	Bid Notification
Hydrological Solutions, Inc	Bid Notification
IDCUS Inc.	Bid Notification
IMC Consulting	Bid Notification
IMS	Bid Notification
IMS	Bid Notification
Inland Pipe Rehabilitation	Bid Notification
Innovative Equipment Solutions	Bid Notification
ISC Global Services, Inc.	Bid Notification
J M Davidson	Bid Notification
Jacob & Martin, LLC.	Bid Notification
JAMCO Ventures LLC	Bid Notification
Jasdem, Inc.	Bid Notification
Jasdem, Inc.	Bid Notification
JE Construction Services, LLC	Bid Notification
JESSE L. HERRERA CONSTR	Bid Notification
Jones & Carter, Inc.	Bid Notification
K2 Services, LLC	Bid Notification
KALTEK ENGINEERING INC	Bid Notification
KAP Technologies, Inc.	Bid Notification
Kasberg, Patrick & Associates I	Bid Notification
KEGLEY, Inc.	Bid Notification
KESPE LLC	Bid Notification
Keystone Construction	Bid Notification
Kilgore Industrial	Bid Notification
Kleen Pipe, Inc.	Bid Notification
Kleinfelder INC.	Bid Notification
KSA Engineers, Inc.	Bid Notification
Kurita America, Inc.	Bid Notification
L.A. Banda LLC	Bid Notification
Lambda Construction I, Ltd.	Bid Notification
Langan	Bid Notification
Langerman Foster Engineering	Bid Notification
LBG Guyton Associates	Bid Notification
Lewis Electric Motors	Bid Notification
LightPoint Engineering, LLC	Bid Notification
LJA Engineering, Inc.	Bid Notification
LNV, Inc.	Bid Notification
Lupe Rubio Construction Co., Ir	Bid Notification
Lyness Construction LP	Bid Notification
M. C. Ethridge Co.	Bid Notification
MACAULAY CONTROLS COM	Bid Notification
Machining & Valve Automation	Bid Notification
Maldonado-Burkett Intelligent T	Bid Notification
MARCAN UNDERWATER SEF	Bid Notification
McCarthy Building Company	Bid Notification
Metro Pipe Inspection, LLC	Bid Notification
MGC Contractors Inc	Bid Notification
Midasco LLC	Bid Notification
Moody Bros., Inc.	Bid Notification
MultiVolt Electric Inc	Bid Notification



Nathan D. Maier Consulting En	Bid Notification
National PowerRodding Corp.	Bid Notification
National Works, Inc.	Bid Notification
Neel-Schaffer Inc.	Bid Notification
Neltronics LLC	Bid Notification
NFM Consulting, LLC.	Bid Notification
No-DigTec	Bid Notification
No-DigTec, LLC	Bid Notification
Nortex Concrete Lift & Stabiliza	Bid Notification
NovaTech	Bid Notification
NRG	Bid Notification
Nu-Way Construction, LLC	Bid Notification
Oller Engineering, Inc.	Bid Notification
OMEGA ENGINEERS, INC.	Bid Notification
Osirus Inc	Bid Notification
OTHON, INC.	Bid Notification
Patterson Equipment Company	Bid Notification
Payton Construction, Inc.	Bid Notification
Peerless Equipment	Bid Notification
Pepper-Lawson Waterworks, LI	Bid Notification
Perkens WS Corporation	Bid Notification
Phillips Family Enterprises LLC	Bid Notification
Pinnacle Asset Integrity Service	Bid Notification
Pipeline Video Inspection, LLC	Bid Notification
PLW Waterworks, LLC	Bid Notification
Polston Applied Technologies C	Bid Notification
POWER Engineers, inc.	Bid Notification
Poznecki-Camarillo, Inc.	Bid Notification
PrimeSpec Construction, LLC	Bid Notification
Principle Industrial Services, LL	Bid Notification
Professional Engineering Desig	Bid Notification
Professional Service Industries,	Bid Notification
Progressive Structures, Inc.	Bid Notification
Project Surveillance, Inc.	Bid Notification
Pyramid Engineers & Designers	Bid Notification
R J Construction Company, Inc	Bid Notification
R.H. Shackelford, Inc.	Bid Notification
Recio Utiliites	Bid Notification
Reliance Construction	Bid Notification
Rentzel Group LLC.	Bid Notification
Reytech Services LLC	Bid Notification
Rimkus Consutling Group, Inc.	Bid Notification
RJN Group, Inc	Bid Notification
RNDI COMPANIES, INC.	Bid Notification
Rock Engineering and Testing I	Bid Notification
Rodney Hunt	Bid Notification
RPS	Bid Notification
SAIC Energy, Environment & In	Bid Notification
SAK Construction, LLC	Bid Notification
Scantron Robotics USA, Inc.	Bid Notification
Schaumburg & Polk, Inc.	Bid Notification
Shannon Chemical Corporation	Bid Notification

Sherwood Design Engineers	Bid Notification
Smith Media Holdings, LLC	Bid Notification
Smith Pump Company Inc.	Bid Notification
Sowells Consulting Engineers L	Bid Notification
SpawGlass Contractors, Inc.	Bid Notification
Specialized Maintenance Servic	Bid Notification
Stantec	Bid Notification
Stantec Consulting Services Inc	Bid Notification
Steve Jordan	Bid Notification
Storm-Tex Services, LLC	Bid Notification
Striping Service and Supply, LL	Bid Notification
Surveying and Mapping, Inc.	Bid Notification
Sweeping Corporation of Ameri	Bid Notification
SWWC Operations	Bid Notification
Synagro	Bid Notification
T Construction	Bid Notification
T Gray Utility & Rehab Co.	Bid Notification
Tanksco Inc	Bid Notification
TAS Environmental Services L.	Bid Notification
Taylor Diving Services LLC	Bid Notification
TEAM Consultants, Inc.	Bid Notification
Terra Renewal	Bid Notification
Tex-Pro Construcion, LLC	Bid Notification
Texas Automation Systems	Bid Notification
texas diamond construction llc	Bid Notification
Texas Hot Taps	Bid Notification
texas pride utilities, llc	Bid Notification
Texas Underground, Inc.	Bid Notification
The Fain Group, Inc.	Bid Notification
The Guarantee Company of No	Bid Notification
Thelin Recycling Company, LP	Bid Notification
Thompson Pipe Group	Bid Notification
TLC Engineering	Bid Notification
TRC	Bid Notification
TRC Companies Inc	Bid Notification
Trigon Associates, llc	Bid Notification
Trophy Construction Services	Bid Notification
TTL, Inc.	Bid Notification
Univar USA Inc.	Bid Notification
Utility & Environmental Services	Bid Notification
V&A Consulting Engineers, Inc.	Bid Notification
Valla Construction	Bid Notification
Venus Construction Company,	Bid Notification
Veolia	Bid Notification
Veterans Tapping Services	Bid Notification
Vickrey & Associates, Inc.	Bid Notification
Vintra Biorem Inc	Bid Notification
Vistratic	Bid Notification
Vogler & Spencer Engineering,	Bid Notification
Volkert, Inc.	Bid Notification
Vortex Infrastructure	Bid Notification
Walker Partners, LLC	Bid Notification

Wapco Distribution LLC	Bid Notification
Waste Connections of Texas	Bid Notification
Waste Management of Texas, I	Bid Notification
Wendorf Beward & Partners, LI	Bid Notification
Weston Solutions Inc	Bid Notification
Wharton Smith, Inc.	Bid Notification
Whitewater Construction, Inc.	Bid Notification

### **Access Report:**

<b>Vendor Name</b>	<b>Documents</b>
AAA Flexible Pipe Cleaning Co.	Sealed Bid #23035 TV Inspections & Cleaning.pdf
Acme Utility Inspection Service	Sealed Bid #23035 TV Inspections & Cleaning.pdf
All Points Inspection Services, I	Sealed Bid #23035 TV Inspections & Cleaning.pdf
ARANDA INDUSTRIES, LLC.	
C3 MAINLINE INSPECTIONS I	Sealed Bid #23035 TV Inspections & Cleaning.pdf
Chief Solutions, Inc.	Sealed Bid #23035 TV Inspections & Cleaning.pdf
Climate Survival Solutions	Sealed Bid #23035 TV Inspections & Cleaning.pdf
CMS	
Cobb, Fendley & Associates	Sealed Bid #23035 TV Inspections & Cleaning.pdf
CSI Consolidated LLC dba Clea	Sealed Bid #23035 TV Inspections & Cleaning.pdf
DeAngelo Contracting Services LLC	
Dodge Data & Analytics	Sealed Bid #23035 TV Inspections & Cleaning.pdf
Dodge Data & Analytics	Sealed Bid #23035 TV Inspections & Cleaning.pdf
ELITE TEXTILE TRADING LLC	
Hearn Company	Sealed Bid #23035 TV Inspections & Cleaning.pdf
HENECO ENGINEERING AND	Sealed Bid #23035 TV Inspections & Cleaning.pdf
Hydro-Klean LLC	Sealed Bid #23035 TV Inspections & Cleaning.pdf
Kleen Pipe, Inc.	Sealed Bid #23035 TV Inspections & Cleaning.pdf
National Works, Inc.	Sealed Bid #23035 TV Inspections & Cleaning.pdf
NovaTech	Sealed Bid #23035 TV Inspections & Cleaning.pdf
Perkens WS Corporation	Sealed Bid #23035 TV Inspections & Cleaning.pdf
Pipeline Video Inspection, LLC	Sealed Bid #23035 TV Inspections & Cleaning.pdf
School Wholesale Supplies LLC	
The Bid Lab	
Tukmol General Contractor	
Wayne Enterprises	



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

## NOTICE TO BIDDERS

### **Bid #23035 T.V. Inspection and Cleaning of Storm Sewer Lines and Sanitary Sewer Lines**

*required for use by*

The City of La Porte Public Works Department

*issued by*

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

**ORIGINAL**

Sealed Bids for the T.V. Inspection and Cleaning of Storm Sewer Lines and Sanitary Sewer Lines, will be received until 2:00 pm, Central Standard Time on Thursday, September 07, 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 sealed and clearly marked with the Bid number and project description on the envelope.

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](http://www.publicpurchase.com), or may be obtained without deposit from the City of La Porte Purchasing Office, 604 W. Fairmont Parkway, La Porte, Texas 77571, 281-470-5126, [purchasing@laportetx.gov](mailto:purchasing@laportetx.gov).

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.

**EXHIBIT A-PRICING PROPOSAL TO BID #23035**  
**TV INSPECTION AND CLEANING OF STORM SEWER LINES AND SANITARY SEWER LINES**

**SECTION 1-STORM SEWER LINES**

ITEM	BASE QUOTE ITEMS 1-6 DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE L.F.	EXTENDED PRICE
	<b>PIPE CLEANING</b>			
1	Clean 12 inch and 15 inch sewer lines, less than 1/3 pipe debris (linear feet)	4,000 L.F.	\$ .75	\$ 3,000.00
2	Clean 18 inch and 24 inch sewer lines, less than 1/3 pipe debris (linear feet)	4,000 L.F.	\$ 1.00	\$ 4,000.00
3	Clean 30 inch and 36 inch sewer lines, less than 1/3 pipe debris	4,000 L.F.	\$ 1.00	\$ 4,000.00
4	Clean 42 inch and 48 inch sewer lines, less than 1/3 pipe debris	2,000 L.F.	\$ 2.00	\$ 4,000.00
	<b>T.V. INSPECTION</b>			
5	TV inspection in conjunction with cleaning 12 inch through 24 inch sewer lines	16,000 L.F.	\$ .75	\$ 12,000.00
6	TV inspection only for trunk main survey, 30 inch through 72 inch	4,000 L.F.	\$ 1.00	\$ 4,000.00
	<b>TOTAL of base Quote items, 1-6</b>			\$
	<b>EXTRA WORK items 7 through 10</b>			
7	Clean 12 inch and 15 inch sewer lines, more than 1/3 pipe debris (linear feet)	L.F.	\$ 5.00	
8	Clean 18 inch and 24 inch sewer lines, more than 1/3 pipe debris (linear feet)	L.F.	\$ 6.00	
9	Clean 30 inch and 36 inch sewer lines, more than 1/3 pipe debris (linear feet)	L.F.	\$ 8.00	
10	Clean 42 inch and 48 inch sewer line, more than 1/3 pipe	L.F.	\$ 10.00	

Pipe Cleaning Total \$ 15,000.00

T.V. Inspection & Report \$ 16,000.00

**TOTAL ANNUAL BASE BID STORM SEWER** \$ 31,000.00



**SECTION II – SANITARY SEWER LINES**

Pipe Cleaning	Description	Estimated Annual Quantity in Linear Feet	Unit of Measure	Unit Price per Linear Foot	Extended Price
Item 1	Clean 6", 8" & 10" sewer less than 1/3 pipe debris	35,000	Linear Feet	\$ .75	\$ 26,250.00
Item 2	Clean 12" & 15" sewer less than 1/3 pipe debris	4,000	Linear Feet	\$ .75	\$ 3,000.00
Item 3	Clean 18" & 21" sewer less than 1/3 pipe debris	1,000	Linear Feet	\$ .80	\$ 800.00
	Pipe Section Total				\$ 30,050.00
T.V. Inspection	Description	Estimated Annual Quantity in Linear Feet	Unit of Measure	Unit Price per Linear Foot	Extended Price
Item 1	Sewers 6" through 21" (in conjunction with cleaning)	35,000	Linear Feet	\$ .75	\$ 26,250.00
Item 2	Trunk Main Survey 36" through 66"	3,000	Linear Feet	\$ .75	\$ 2,250.00
	T.V. Inspection Total				\$ 28,500.00

**Extra Work Items**

Extra Work Unit Pricing	Description	Estimated Annual Quantity in Linear Feet	Unit of Measure	Unit Price per Linear Foot	Extended Price
Item 1	Clean 6", 8" & 10" sewer more than 1/3 pipe debris	Undetermined	Linear Feet	\$ 4.00	N/A
Item 2	Clean 12" & 15" sewer more than 1/3 pipe debris	Undetermined	Linear Feet	\$ 6.00	N/A
Item 3	Clean 18" & 21" sewer more than 1/3 pipe debris	Undetermined	Linear Feet	\$ 6.00	N/A
Item 4	Root removal in sewers 8" & 10"	Undetermined	Linear Feet	\$ 10.00	N/A
Item 5	Root removal in sewers 12" & 15"	Undetermined	Linear Feet	\$ 10.00	N/A
Item 6	Root removal in sewers 18" & 21"	Undetermined	Linear Feet	\$ 14.00	N/A

Pipe Cleaning Total \$ 30,050.00

T.V. Inspection & Report \$ 28,500.00

TOTAL ANNUAL BASE BID SANITARY SEWER \$ 58,550.00



Freight/Delivery, if not included (if estimated, state "not to exceed" price) \$ 0.00

NOTE: Please itemize any other additional fees or charges. Any charges not included in this proposal will not be allowed. Attach additional sheet if necessary.

The City of La Porte is exempt from taxes. DO NOT INCLUDE TAX IN QUOTE

The undersigned certifies:

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

It is understood and agreed that the above described item, material, equipment and/or work shall carry the standard warranty of the manufacturer and be delivered on site in accordance with the attached specifications in 10 days after receipt of order.

**METHOD OF PAYMENT:**

City of La Porte payment terms is Net 30 (vendor paid within 30 days of satisfactory receipt of goods and an approved invoice)

Do you allow for payments using the City's Procurement Card Provider, CitiBank (this is the preferred payment method in many instances)? Yes If "yes", discount offered 0.00 %


PLEASE INDICATE IF A CERTIFIED HUB Yes \_\_\_\_\_ No XX

**VENDOR:**

Company Name: AAA Flexible Pipe Cleaning Co., Inc.

Authorized Signer: Michael A. Fisco  
(Printed Name)

Telephone No: (281) 476-5200

Authorized Signer:   
(Signature)

E-mail: info@aaaflexpipe.com



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

**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
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.

*Initials*

MAF  
MAF  
MAF  
MAF  
MAF

**Authorized Signature:**

MAF

(same as initials, above)

**Printed Name:**

Michael A. Fisco

President

**Date:**

August 28, 2023

**E-Mail Address:**

info@aaaflexpipe.com



# City of La Porte

Established 1892

## Purchasing Department

Cherell Daeumer, Purchasing Manager

### 8.1 Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Solicitation Number 23035 containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Vendors, @) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) 1, 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 Quote, 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 Vendor (proposer) or prospective Vendor (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 Vendors (proposers) and has not disclosed to any person, firm or corporation the terms of this Quote (proposal) or the price named herein.

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

NAME OF CORPORATION: AAA Flexible Pipe Cleaning Co., Inc.  
(Print or Type)

SIGNATURE OF PRESIDENT\*: [Signature]  
(Or Authorized Officer) (Signature) Michael A. Fisco

TITLE OF SIGNATORY: President  
(Print or Type)

BUSINESS ADDRESS: 3900 Underwood Road La Porte, Texas 77571-3930  
(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.

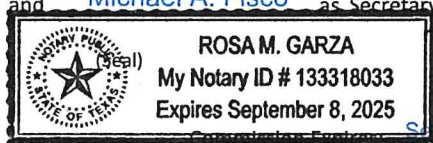
ATTEST: [Signature] (Corporate Secretary Signature) (Affix Corporate Seal)

State of Texas County of Harris

This instrument was acknowledged before me on this 28th day of August, 2025 by Michael A. Fisco as President

(or other authorized officer) and Michael A. Fisco as Secretary of AAA Flexible Pipe Cleaning Co., Inc. (Corporation Name).

[Signature]  
Notary Public Signature



September 08, 2025

Harris County of Texas





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2023

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

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

PRODUCER Marsh McLennan Agency LLC 2500 City West Blvd, Ste 2400 Houston TX 77042	CONTACT NAME: Jessica Hanson PHONE (A/C, No, Ext): 713-780-6196 FAX (A/C, No): 212-948-6296 E-MAIL ADDRESS: jessica.hanson@marshmma.com
INSURED AAA Flexible Pipe Cleaning Co., Inc. 3900 Underwood Road La Porte TX 77571-3930	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Company INSURER B: Continental Insurance Company INSURER C: Valley Forge Insurance Company INSURER D: Evanston Insurance Company INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1331358878 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	2091565896	7/28/2023	7/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	2083772473	7/28/2023	7/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	2083772425	7/28/2023	7/28/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001214352	7/28/2023	7/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Equipment Pollution Liability	Y	Y	2091565896 MMAENV003842	7/28/2023 7/28/2023	7/28/2024 7/28/2025	Leased/Rented Each Condition Deductible \$50,000/\$25,000 \$5,000,000 \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Automobile Liability, Pollution Liability and Umbrella Liability policies include a Blanket Additional Insured endorsement that provides additional insured status only where such status is required by a written contract. The General Liability, Automobile Liability, Workers' Compensation, Pollution Liability and Umbrella Liability policies include a Blanket Waiver of Subrogation endorsement that provides this status only where such status is required by a written contract. The "Primary and Non-contributory" wording is included in the General Liability and Automobile Additional Insured Endorsements where there is a written contract that requires such status. Umbrella Liability follows form over General Liability, Automobile Liability & Employers Liability. 30 Days Notice of Cancellation applies except 10 days for non-payment of premium.

Re: Contracts #1609 and #1506

## CERTIFICATE HOLDER

## CANCELLATION

City of La Porte Attn: Purchasing Division  
604 West Fairmont Pkwy.  
La Porte, TX 77571

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brett Herrington

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# 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.

AAA Flexible Pipe Cleaning Co., 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  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity  
August 28, 2023  
\_\_\_\_\_  
Date





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

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

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

1.

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

Name of business/DBA: AAA Flexible Pipe Cleaning Co., Inc.

Address: 3900 Underwood Road

City: La Porte, State: Texas Zip: 77571-3930

- ☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other \_\_\_\_\_

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

Name: Michael A. Fisco Owner/President  
City: City of La Porte

2. General Business Information:

- (a) Year business established (La Porte location) 1970  
(b) Most recent year property valuation (if owned); real and personal property \$ 3,880,000.00  
(c) Is business current on all property, sales tax and utility bills at the time of this application? Yes  
(d) Total number of current employees 43 and number of La Porte-resident employees 14

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

- (a) Number of additional jobs created 2 or retained for La Porte resident-employees 2  
(b) Local subcontractor utilized, if applicable; name, location and contract value for each





City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

LOCAL VENDOR PREFERENCE APPLICATION, Continued

Name: AAA Flexible Pipe Cleaning Co., Inc.

Address: 3900 Underwood Road La Porte, Texas 77571-3930

Contract Value \$ 89,550.00

- (c) Other economic development benefit deemed pertinent by applicant  
LPISD, La Porte Rotary, La Porte Chamber of Commerce,  
La Porte Police Dept., La Porte EMS, La Porte Fire Dept,  
FFA, All Restaurants, All Auto Parts stores, All stores in La Porte.

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

City Quote No. /Quotes for which the local preference is requested: 23035

AAA Flexible Pipe Cleaning Co., Inc.

August 28th, 2023

(Name of Vendor)

(Date)

(Signature)

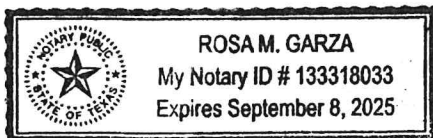
Michael A. Fisco

(Print Name)

THE STATE OF TEXAS §

COUNTY OF Harris §

Appeared before me the above-named Michael A. Fisco, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this 28th day of August, 2023.



Rosa M. Garza

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Rosa M. Garza

Commission Expires: September 08, 2025

House Bill 89 VERIFICATION

I, Michael A. Fisco (Person name), the undersigned

representative of (Company or Business name)

AAA Flexible Pipe Cleaning Co., 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.*

August 28th, 2023

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

AAA Flexible Pipe Cleaning Co., Inc  
La Porte, TX United States

Certificate Number:  
2023-1065490

Date Filed:  
08/29/2023

Date Acknowledged:

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

City of La Porte

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

Bid# 23035  
T.V. Inspection and Cleaning of Storm Sewer Lines and Sanitary Sewer Lines

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



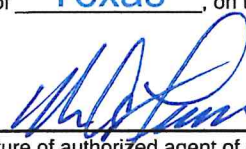
### 6 UNSWORN DECLARATION

My name is Michael A. Fisco, and my date of birth is May 25th, 1956

My address is 3900 Underwood Road, La Porte, Texas, 77571-3930, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 29th day of August, 20 23  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)





### REFERENCES

Please provide the following information. Include both current and previous references where these similar types of services have been provided. Contact names must be that of a responsible party with the authority to approve such services. Failure to complete and submit this form may be cause to disqualify your proposal.

<b><u>COMPANY NAME</u></b>	<b><u>CONTACT NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>EMAIL ADDRESS</u></b>
Galveston County FWSD #6	Steve Jefferson	802 Tiki Drive Galveston, Tx. 77554	(409) 935-1486	GCFWD_6@YAHOO.COM

<b><u>COMPANY NAME</u></b>	<b><u>CONTACT NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>EMAIL ADDRESS</u></b>
Clearbrook City MUD	Dean Baier	11911 Blackhawk Blvd. Hou., Tx. 77089	(281) 484-1562	dbaier@cbcmud.com

<b><u>COMPANY NAME</u></b>	<b><u>CONTACT NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>EMAIL ADDRESS</u></b>
Gowan, Inc.	Gilbert Cruz	5550 Airline Dr. Hou, Tx. 77076	(281) 733-4810	gcruz@gowaninc.com

<b><u>COMPANY NAME</u></b>	<b><u>CONTACT NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>EMAIL ADDRESS</u></b>
Gulf Coast	Jon Pena	1329 Arrow Point Dr. Cedar Park, Tx. 78613	(832) 600-6155	txr-ap@na.crh.com

<b><u>COMPANY NAME</u></b>	<b><u>CONTACT NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>PHONE NUMBER</u></b>	<b><u>EMAIL ADDRESS</u></b>
SiteWorx	Klynn Lundemo	P.O. Box 1154 La Porte, Texas 77571	(281) 520-7992	kl@siteworx.com



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

**ADDENDUM NO. 1**  
**BID # 23035**

August 21, 2023

This addendum forms a part of the Contract Documents by including the REQUIRED.

Bid Bond Form. The Form is included in this addendum.

Please acknowledge Addendum No. 1 by dating and signing this form to return with your sealed Bid.

Thank you,

Sandie Scarborough, CPSM, C.P.M.

Contract Administrator

The signature and date entered below indicates that I have received and hereby acknowledge Sealed Bid #23035 Addendum No. 1.

Signature

Date

August 28th, 2023

Michael A. Fisco

Printed Name

---

**BID BOND**STATE OF TEXAS     §  
                              §  
COUNTY OF HARRIS §SURETY'S NO. n/a

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

AAA Flexible Pipe Cleaning Co., Inc.

(hereinafter called the Principal), as Principal and \_\_\_\_\_

SureTec Insurance Company

(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 Five Percent Greatest Amount Bid Dollars (\$ 5% GAB ), 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 \_\_\_\_\_

Bid #23035 T.V. Inspection and Cleaning of Storm Sewer Lines and Sanitary Sewer Lines

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 7th  
day of September, 2023.

AAA Flexible Pipe Cleaning Co., Inc.  
Principal/Contractor

By:

MICHAEL A. FISCO  
PRESIDENT

Address: 3900 Underwood Road

La Porte, TX 77571

SureTec Insurance Company

Surety

By:

Beverly A. Ireland, Attorney-in-Fact

Address: 2103 CityWest Boulevard Suite 1300

Houston, TX 77042

NOTE: Attach Power of Attorney

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Sharon Cavanaugh, Kurt A. Risk, Sharen Groppell, Roxanne G. Brune, David R. Groppell, Beverly A. Ireland, Francine Hay, Gloria Marisol Villa

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

One Hundred Million and 00/100 Dollars (\$100,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of March, 2023.

SureTec Insurance Company

By: Michael C. Keimig  
Michael C. Keimig, President



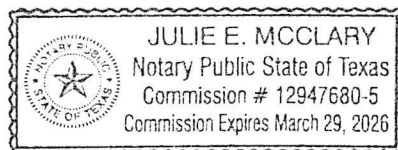
Markel Insurance Company

By: Lindey Jennings  
Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 27th day of March, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: Julie E. McClary  
Julie E. McClary, Notary Public  
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of September, 2023.

SureTec Insurance Company

By: M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Andrew Marquis  
Andrew Marquis, Assistant Secretary

# SureTec Insurance Company

## IMPORTANT NOTICE

### Statutory Complaint Notice/Filing of Claims

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

SureTec Insurance Company  
9500 Arboretum Blvd., Suite  
400  
Austin, TX 78759

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

PO Box 149104  
Austin, TX 78714-  
9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

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## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>October 9, 2023</u>
Requested By:	<u>Ray Mayo</u>
Department:	<u>Public Works</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	

**Exhibits:** Notification and Access Report 23036;  
Bid Tabulation 23036; Pinnacle Petroleum Bid

Appropriation	
Source of Funds:	<u>001-General Fund</u>
Account Number:	<u>001-6146-515-9094</u> <u>001-6049-551-2004</u>
Amount Budgeted:	<u>\$803,813.00</u>
Amount Requested:	<u>\$803,813.00</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

---

### SUMMARY & RECOMMENDATION

City of La Porte Bid #23036 Bulk Fuel was opened on September 7, 2023. The bid was posted on Public Purchase, the City website and advertised in the Bay Area Observer on August 17, 2023 and August 24, 2023. 130 vendors were notified, with 35 vendors downloading the bid documents and six (6) vendors submitting a bid.

The lowest bid was submitted by Pinnacle Petroleum, Inc. This bid is establishing an annual contract for fuel delivery to the Public Works fuel site and Bay Forest golf course. The initial term of the contract is for one year, beginning October 1, 2023, with two (2) additional one-year renewals, with the mutual agreement of both parties. The bid tabulation is based on estimated fuel usage quantities for a one-year period. Fuel prices experience daily fluctuations, so each of the bidders provided a margin of profit over the daily Oil Price Information Service (OPIS) wholesale rack price for fuels. The bid tabulation utilized the OPIS rack price for September 1, 2023, for diesel and unleaded fuel as a baseline to represent costs. Actual delivery charges are based on the OPIS rack cost at the time of the delivery, plus the transporter bid profit margin.

Staff recommends award of Bid #23026 to Pinnacle Petroleum, Inc. to not exceed annual budgeted amounts.

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### STRATEGIC PLAN STRATEGY AND GOAL

**3.0 The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens.**

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**ACTION REQUIRED BY CITY COUNCIL**

**Award Bid #23036 to Pinnacle Petroleum, Inc. and authorize the City Manager to execute a contract for bulk fuel supply and delivery, not to exceed annual budgeted amounts.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**

## Notifications & Access Report to Sealed Bid #23036 - Bulk Fuel

<b>Notification Report: Vendor Name</b>	<b>Reason</b>
3L USA	Bid Notification
81 Logistics Group LLC	Bid Notification
A'loel Petroleum Company, LLC	Bid Notification
A.J.Hurt,Jr.,Inc. dba Reladyne	Bid Notification
ADA Resources, INC.	Bid Notification
AEG PETROLEUM LLC	Bid Notification
Agland, Inc.	Bid Notification
Allied Oil & Tire	Bid Notification
Arguindegui Oil Co. II, Ltd.	Bid Notification
Arnold Oil Company of Austin, I	Bid Notification
Ascent Aviation Group, Inc.	Bid Notification
Ataram LLC	Bid Notification
Atlantic Petroleum & Mineral Re	Bid Notification
Atlas Oil Company	Bid Notification
AUSTIN MAC HAIK FORD LIN	Bid Notification
Automated Fueling Systems, In	Bid Notification
Blackbird renewable energy	Bid Notification
C & I Oil Company, Inc	Bid Notification
Campbell Oil Company	Bid Notification
CarterEnergy	Bid Notification
Centergas Fuels Inc.,	Bid Notification
Champion Fuel Solutions	Bid Notification
Charter Trading Corporation	Bid Notification
Chemoil Corporation	Bid Notification
Cinco J., Inc.	Bid Notification
Classic Star Group, LP	Bid Notification
Climate Survival Solutions	Bid Notification
Colonial Oil Industries, Inc	Bid Notification
Colorado County Oil Co., Inc.	Bid Notification
Colwell Oil Company, Inc	Bid Notification
Coolants Plus, Inc	Bid Notification
Costco Wholesale	Bid Notification
Cummins Inc	Bid Notification
Davidson Oil	Bid Notification
Delta Fuel Company LLC	Bid Notification
DES Wholesale, LLC dba Diver	Bid Notification
Desert Fuels	Bid Notification
Don A. Stewart, Inc.	Bid Notification
Eagle Mountain Oil Company, L	Bid Notification
ECB Enterprises	Bid Notification
Fikes Wholesale Inc	Bid Notification
FLEET SOLUTIONS, LLC	Bid Notification
Flyers Energy	Bid Notification
FOUR SISTERS PETROLEUM	Bid Notification
Fred Garrison Oil Company	Bid Notification
Gladieux Trading and Marketin	Bid Notification
Gladstein, Neandross & Associ	Bid Notification
Global Montello Group Corp.	Bid Notification



Gold Star Petroleum, Inc	Bid Notification
Haigood & Campbell LLC	Bid Notification
Hartland Fuel Products	Bid Notification
Hays City Corporation	Bid Notification
Heatland Fuel Products LLC	Bid Notification
helfman ford	Bid Notification
Heritage Petroluem	Bid Notification
Hess Corporation	Bid Notification
HG Fuels & Energy L.L.C.	Bid Notification
Honstein Oil & Distributing, LLC	Bid Notification
Houston-Pasadena Apache oil	Bid Notification
Indigo Energy Partners, LLC	Bid Notification
International Energies & Comm	Bid Notification
IPC (USA), Inc.	Bid Notification
J. T. Dillard, LLC	Bid Notification
James River Solutions	Bid Notification
Jamison Professional Services	Bid Notification
JDlogic	Bid Notification
John E. Retzner Oil Company, I	Bid Notification
Johnson Oil Company	Bid Notification
Kendrick Oil Company	Bid Notification
Kirby Corp.	Bid Notification
Lykins Oil Company	Bid Notification
Mansfield Oil Company	Bid Notification
Maxey Energy Co.	Bid Notification
Merrimac Energy Group	Bid Notification
Midtex Oil L.P.	Bid Notification
Mnl Diesel Inc	Bid Notification
Musket Corporation	Bid Notification
NADA Scientific, Ltd.	Bid Notification
NUGA DIESEL INC	Bid Notification
OWE Services Group	Bid Notification
Parts Headquarters	Bid Notification
Perkens WS Corporation	Bid Notification
PetroCard, Inc.	Bid Notification
Petroleum Solutions,Inc	Bid Notification
Petroleum Traders Corporation	Bid Notification
Pilot Thomas Logistics	Bid Notification
Ports Petroleum	Bid Notification
Pro Petroleum LLC	Bid Notification
PS Energy Group, Inc.	Bid Notification
Reladyne, LLC	Bid Notification
RICOCHET FUEL DISTRIBUT	Bid Notification
Rip Griffin Truck/Travel Center,	Bid Notification
RJ Cellular & More	Bid Notification
RKA Petroleum Companies	Bid Notification
Rolfson Oil, LLC	Bid Notification
Rush Truck Center	Bid Notification
Saratoga Rack Marketing LLC	Bid Notification
SC Fuels	Bid Notification
School Wholesale Supplies LLC	Bid Notification
SoOum Corp	Bid Notification

Southern Counties Oil Co. dba	Bid Notification
Specoil Retail Fuels LLC	Bid Notification
Stan Boyett & Son, Inc.	Bid Notification
Sun Coast Resources	Bid Notification
Sunoco LP	Bid Notification
Susser Petroleum	Bid Notification
TankVisions, Inc	Bid Notification
Texas Enterprises, Inc	Bid Notification
Texas Pride Fuels	Bid Notification
The Yancy Group, Incorporated	Bid Notification
TRADE AND MERCHANT TRA	Bid Notification
TransGen Energy, Inc	Bid Notification
Truman Arnold Companies	Bid Notification
Tyton Government Services, LL	Bid Notification
U.S. Bank National Association	Bid Notification
United Metro Energy Corporatic	Bid Notification
US Distributing	Bid Notification
US Global Fuels	Bid Notification
V-Line Solutions	Bid Notification
Walker Sims Oil Company, Inc.	Bid Notification
Western Refining Wholesale, L	Bid Notification
WEX Bank	Bid Notification
World Energy Downstream, LL	Bid Notification
WORLD FUEL SERVICES INC	Bid Notification

**Access Report:**

**Vendor Name**

**Documents**

3L USA	Sealed Bid #23036 - Bulk Fuel.pdf
A'loel Petroleum Company, LLC	Sealed Bid #23036 - Bulk Fuel.pdf
Arnold Oil Company of Austin, I	Sealed Bid #23036 - Bulk Fuel.pdf
ATLANTIC PETROLEUM & MII	Sealed Bid #23036 - Bulk Fuel.pdf
CarterEnergy	Sealed Bid #23036 - Bulk Fuel.pdf
Climate Survival Solutions	Sealed Bid #23036 - Bulk Fuel.pdf
CMS	
Colonial Oil Industries, Inc	Sealed Bid #23036 - Bulk Fuel.pdf
Dodge Data & Analytics	
ELITE TEXTILE TRADING LLC	
Fikes Wholesale Inc	Sealed Bid #23036 - Bulk Fuel.pdf
Global Montello Group Corp.	Sealed Bid #23036 - Bulk Fuel.pdf
Gold Star Petroleum, Inc	Sealed Bid #23036 - Bulk Fuel.pdf
Hess Corporation	Sealed Bid #23036 - Bulk Fuel.pdf
Indigo Energy Partners, LLC	Sealed Bid #23036 - Bulk Fuel.pdf
J. T. Dillard, LLC	Sealed Bid #23036 - Bulk Fuel.pdf
KBR Logistics	Sealed Bid #23036 - Bulk Fuel.pdf
Mansfield Oil Company	Sealed Bid #23036 - Bulk Fuel.pdf
Merrimac Energy Group	Sealed Bid #23036 - Bulk Fuel.pdf
Merrimac Petroleum Inc.	Sealed Bid #23036 - Bulk Fuel.pdf
Midtex Oil, L.P.	Sealed Bid #23036 - Bulk Fuel.pdf
Perkens WS Corporation	Sealed Bid #23036 - Bulk Fuel.pdf
Petroleum Traders Corporation	Sealed Bid #23036 - Bulk Fuel.pdf
Phoenix Contracting Llc	
Pinnacle Petroleum, Inc	Sealed Bid #23036 - Bulk Fuel.pdf

Pinnacle Petroleum, Inc.	Sealed Bid #23036 - Bulk Fuel.pdf
Saratoga Rack Marketing LLC	Sealed Bid #23036 - Bulk Fuel.pdf
School Wholesale Supplies LLC	Sealed Bid #23036 - Bulk Fuel.pdf
Stan Boyett & Son, Inc.	Sealed Bid #23036 - Bulk Fuel.pdf
Sun Coast Resources LLC	Sealed Bid #23036 - Bulk Fuel.pdf
Sunoco LP	Sealed Bid #23036 - Bulk Fuel.pdf
The Bid Lab	
Truman Arnold Companies	Sealed Bid #23036 - Bulk Fuel.pdf
Tukmol General Contractor	
U.S. Bank National Association	Sealed Bid #23036 - Bulk Fuel.pdf
Wayne Enterprises	









## Bid Tabulation to Sealed Bid #23036 - Bulk Fuel

### Fuel Bid Price Comparison: OPIS Average Rack, September 1, 2023

	OPIS Rack 9/1/2023	Gold Star	Fikes	Merrimac Energy	Midtex Oil	Pinnacle Company	SunCoast Traders
<b>Full Transport (Public Works)</b>							
Regular Unleaded	2.6244	\$2.6450	\$2.6244	\$2.6704	\$2.6693	\$2.6044	\$2.6498
Diesel	3.1505	\$3.1901	\$3.1505	\$3.1899	\$3.2026	\$3.0972	\$3.1806
<b>Tank Wagon (Golf Course)</b>							
Regular Unleaded	2.6244	\$2.9250	\$2.7805	\$2.8944	\$2.8498	\$3.0271	\$2.8298
Diesel	3.1561	\$3.4551	\$3.1561	\$3.4261	\$2.3766	\$3.5638	\$3.3566
<b>Total by Estimated Annual Gallons:</b>							
	Est Annual Quantity in Gallons	Gold Star	Fikes	Merrimac Energy	Midtex Oil	Pinnacle Company	SunCoast Traders
<b>Full Transport (Public Works)</b>							
Regular Unleaded	168,000	\$444,360.00	\$440,899.20	\$448,627.20	\$448,442.40	\$437,539.20	\$445,166.40
Diesel	84,000	\$267,968.40	\$264,642.00	\$267,951.60	\$269,018.40	\$260,164.80	\$267,170.40
<b>Tank Wagon (Golf Course)</b>							
Regular Unleaded	6,000	\$17,550.00	\$16,683.00	\$17,366.40	\$17,098.80	\$18,162.60	\$16,978.80
Ultra Low Sulfur Dyed Diesel	12,000	\$41,461.20	\$37,873.20	\$41,113.20	\$28,519.20	\$42,765.60	\$40,279.20
	<b>TOTAL</b>	<b>\$771,339.60</b>	<b>\$760,097.40</b>	<b>\$775,058.40</b>	<b>\$763,078.80</b>	<b>\$758,632.20</b>	<b>\$769,594.80</b>

Total\*            \$822,939.60   \$813,761.69   \$828,156.68   \$826,678.80   \$810,232.20   \$821,194.80

\*includes all costs, taxes, overhead, profit, etc.

### Contingency Emergency Pricing

	Gold Star	Fikes	Merrimac Energy	Midtex Oil	Pinnacle Company	SunCoast Traders
Emergency Services Rates	Not available	\$150.00/HR	250.00/HR	\$150.00/HR	\$250.00/HR	\$8,400/DAY
Emergency Equipment Rates	Purchase tank storage only	\$150.00/Day/ Tanker (Max 2)	250.00/HR	\$250.00/HR	\$250.00/HR	\$350.00/HR



 **ORIGINAL**

City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

**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 **(REQUIRED UPON AWARD)**
- ☒ Conflict of Interest Questionnaire **(REQUIRED)**
- ☒ Local Bidder Preference **(OPTIONAL, as applicable)**
- ☒ House Bid 89 Verification Form **(REQUIRED)**
- ☐ Form 1295 **(REQUIRED UPON AWARD)**
- ☒ Reference Form **(REQUIRED)**
- ☒ Qualifications Questionnaire **(REQUIRED)**
- ☒ Contingency Plan for fuel shortages or catastrophic conditions
- ☒ Complete history of all citations and/or violations, notices and dispositions thereof

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 23036 containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Bidders, @) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) 1,2

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.

SIGNATURE OF PRESIDENT\*:

(Or Authorized Officer)

(Print or Type)

(Signature)

TITLE OF SIGNATORY:

(Print or Type)

BUSINESS ADDRESS:

(Print or Type)

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

ATTEST:

(Corporate Secretary Signature)

(Affix Corporate Seal)

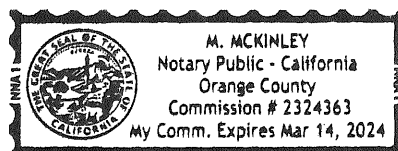
State of California County of Orange

This instrument was acknowledged before me on this 21 day of August, 2023 by Liz McKinley as President  
(or other authorized officer) and \_\_\_\_\_ as Secretary of Pinnacle Petroleum, Inc. (Corporation Name).  
(Seal)

M. McKinley, Notary  
Notary Public Signature

Public of CA

Commission Expires: Mar 14, 2024



ISNetworld  
Certified

PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647

## REVISED BID FORM TO SEALED BID #23036 Addendum #2

### Section 1 - Differentials

#### STATE FIRM DIFFERENTIAL ABOVE OR BELOW OPIS REPORT

UNLEADED +/- \$2.6044 DIESEL +/- \$3.0972 DYED DIESEL +/- \$3.5638

### Section II – OPIS rack pricing INCLUDING Firm Differential (as stated above)

Use September 1, 2023, OPIS REPORT (prices adjusted to include all profit, overhead and fees)

#### Item 1 Diesel Pricing

A. Transport Load (>8,000 gallons)	<u>\$3.0972</u>
B. Short Transport Load (more than tank wagon)	<u>\$3.2426</u>
C. Tank Wagon (100 to 4,000 gallons)	<u>\$3.3305</u>

#### Item 2 Dyed Diesel Pricing

A. Tank Wagon (100 to 4,000 gallons)	<u>\$3.5638</u>
--------------------------------------	-----------------

#### Item 3 Unleaded Pricing

A. Transport Load (>8,000 gallons)	<u>\$2.6044</u>
B. Short Transport Load (More than tank wagon)	<u>\$2.7190</u>
C. Tank Wagon Load (100 to 4,000 gallons)	<u>\$3.0271</u>

#### PROJECTED BID COST

#### ***Golf Course, Dyed Diesel (use tank wagon differential and price)***

12,000 GALLONS X @ \$3.5638 = \$42,765.60 + \$0.00 (NO State Tax) = \$42,765.60

#### ***Golf Course, Unleaded Gasoline (use tank wagon differential and price)***

6,000 GALLONS X @ \$3.0271 = \$18,162.60 + \$1200.00 (State Tax) = \$19,362.60

#### ***Public Works, Diesel (use transport load differential and price)***

84,000 GALLONS X @ \$3.0972 = \$260,164.80 + \$16,800.00 (State Tax) = \$276,964.80

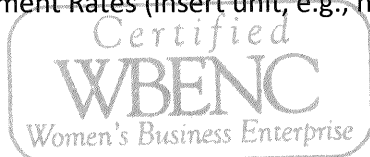
#### ***Public Works, Unleaded Gasoline (use transport load differential and price)***

168,000 GALLONS X @ \$2.6044 = \$437,539.20 + \$33,600.00 (State Tax) = \$471,139.20

**Total Projected Bid Cost** \$810,232.20

### Section III Emergency Services – price as proposed

- Emergency Services Rates (insert unit, e.g., hour, day, week, fuel cost, etc.) \$250 per hour
- Emergency Equipment Rates (insert unit, e.g., hour, day, week, fuel cost, etc.) \$250 per hour



PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647

## OPIS Standard Rack Prices Daily for 09/01/2023 - 09/01/2023

Date (Daily)	DOW	RFG Ethanol 10% Regular	Ultra-Low Diesel LED	Ultra-Low Red Diesel LED
		Houston TX	Houston TX	Houston TX
		Gross	Gross	Gross
		Unbranded Average(\$/gal)	Unbranded Average(\$/gal)	Unbranded Average(\$/gal)
09/01/2023	Fri	2.6244	3.1505	3.1561

Copyright 2023, Oil Price Information Service

The undersigned certifies:

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

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

METHOD OF PAYMENT:

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

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

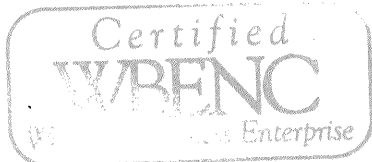
Company Name: Pinnacle Petroleum, Inc.

Authorized Signer: Liz McKinley  
(Printed Name)

Telephone No: (714) 841-8877

Authorized Signer: \_\_\_\_\_  
(Signature)

E-mail: lmckinley@pinnaclepetroleum.com



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PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647



# 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.**

Pinnacle Petroleum, 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.**

Not Applicable

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

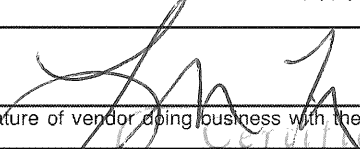
☐

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.**

Not Applicable

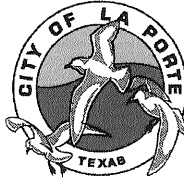
- 6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
Signature of vendor doing business with the governmental entity

09/06/2023

Date

Not Applicable



## CITY OF LA PORTE LOCAL BIDDER PREFERENCE APPLICATION

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

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

1.

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

Name of business/DBA: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- ☐ Sole Proprietorship  
☐ Partnership  
☐ Corporation  
☐ Other \_\_\_\_\_

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

Name: \_\_\_\_\_

City: \_\_\_\_\_

2. General Business Information:

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

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

- (a) Number of additional jobs created \_\_\_\_\_ or retained for La Porte resident-employees \_\_\_\_\_

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PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647

**Not Applicable**

(b) Local subcontractor utilized, if applicable; name, location and contract value for each

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Value \$ \_\_\_\_\_

(c) Other economic development benefit deemed pertinent by applicant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
(Name of Bidder) (Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

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

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647

## House Bill 89 VERIFICATION

I, Liz McKinley (Person name), the undersigned

representative of (Company or Business name) Pinnacle  
Petroleum, 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.

09/06/2023

DATE

  
SIGNATURE OF COMPANY REPRESENTATIVE

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PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647



City of La Porte

Established 1892

**CONFIDENTIAL**

Purchasing Department

Cherell Daeumer, Purchasing Manager

### REFERENCES

Please provide the following information. Include both current and previous references where these similar types of services have been provided. Contact names must be that of a responsible party with the authority to approve such services. Failure to complete and submit this form may be cause to disqualify your proposal.

<b>COMPANY NAME</b>	<b>CONTACT NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>EMAIL ADDRESS</b>
-------------------------	-------------------------	----------------	-------------------------	--------------------------

Texas Department of Public Safety Bobby Jacobs 5805 N. Lamar Austin, TX (214) 861-2442 BobbyJacobs@dps.texas.gov

<b>COMPANY NAME</b>	<b>CONTACT NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>EMAIL ADDRESS</b>
-------------------------	-------------------------	----------------	-------------------------	--------------------------

City of Fort Worth Randy Rendon 4100 Columbus Trail, Fort Worth, TX 76133 (817) 392-5112 Randy.Rendon@fortworthtexas.gov

<b>COMPANY NAME</b>	<b>CONTACT NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>EMAIL ADDRESS</b>
-------------------------	-------------------------	----------------	-------------------------	--------------------------

City of Austin Regina Huffman 1190 Hargrave St. Austin, TX (512) 978-2651 Regina.huffman@austintexas.gov

<b>COMPANY NAME</b>	<b>CONTACT NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>EMAIL ADDRESS</b>
-------------------------	-------------------------	----------------	-------------------------	--------------------------

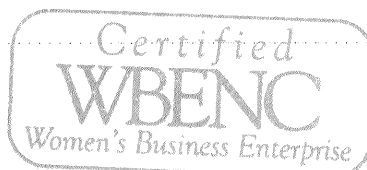
County of Dallas Kimberly Gould 2377 N. Stemmons Freeway, Suite 428, Dallas, TX (214) 653-7580 Kimberly.gould@dallascounty.org

<b>COMPANY NAME</b>	<b>CONTACT NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>EMAIL ADDRESS</b>
-------------------------	-------------------------	----------------	-------------------------	--------------------------

State of CA Department of General Services Amanda Lewis 707 3rd St 2 FL, 02-211 West Sacramento, CA (279) 946-7876 amanda.lewis@dgs.ca.gov

**CONFIDENTIAL**

Quote No. 23036 **ISNetworld  
Certified**



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PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647

## Qualifications Questionnaire to #23036 – Bulk Fuels Supply

1. Do you employ wireless technology? Describe.  
Pinnacle Petroleum, Inc. has the ability to monitor tanks remotely with Veeder Root and Kii tank monitoring systems.
2. Where are your bulk storage facilities located?  
Pinnacle Petroleum, Inc. is a wholesale fuel distributor and does not have bulk storage facilities. We have contracts in place with over 200 vendors across 17 states that have bulk storage facilities.
3. Do you have multiple contracts with the major oil companies and all the major refineries? Please demonstrate your ability to source product from multiple providers.  
Pinnacle Petroleum, Inc has over 50 contracts with major oil companies and major refineries. Our Dispatch and logistics department maintains all accounts ensuring all supply options are available at the fuel terminal.
4. What is your fleet size? Types of equipment available for deliveries? Do you own your equipment?  
Pinnacle Petroleum, Inc. does not own any equipment. We have over 150 contracts with fuel haulers that have standard bobtail trucks as well as truck and trailers to deliver full loads of petroleum products.
5. What are your service hours?  
Pinnacle Petroleum Inc. is open Monday - Friday, 7:30AM - 6:30PM and we have an on-call dispatcher available 24/7/365.
6. Where are your dispatch centers?  
Our dispatch center is located at our corporate headquarters at 16651 Gemini Lane, Huntington Beach, CA 92647
7. What states are you licensed in?  
Pinnacle is licensed in AZ, CA, CT, FL, HI, ID, KY, MD, NM, NV, OK, OR, RI, TX, UT, WA and CO.
8. What products are you licensed to transport?  
Pinnacle Petroleum, Inc. is licensed to purchase all petroleum products, lubricants, and additives.
9. What additional services do you provide, i.e., fleet card services, fleet fueling, fuel management services, cost/inventory management, temporary fueling stations, generator fueling, emergency fuel management or emergency equipment solutions, etc.?  
Pinnacle Petroleum, Inc. is a channel partner on the Voyager network that provides fleet card services. We also offer fleet fueling with specialized trucks with meters, and we can provide fuel management services. Our Dispatch and Logistics team currently monitors over 150 tanks for current customers and provides a cost savings report for pro-active deliveries.
10. Do you offer equipment sales, rentals or loans? Please describe the available equipment and programs offered.  
Pinnacle Petroleum, Inc. has the ability to build tanks and offer tank rentals. The tank rentals vary between 200 -10,000 gallons depending on the product need.

*Please include additional pages as necessary to complete these items.*

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PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647



2023

Contingency Plan for Fuel Shortages or Catastrophic Conditions



★ Designed by TownMapsUSA.com

PINNACLE PETROLEUM, INC.

16651 Gemini Lane

Huntington Beach, CA 92647

Phone: (714) 841-8877

Email:

[lmckinley@pinnaclepetroleum.com](mailto:lmckinley@pinnaclepetroleum.com)

## Background

Pinnacle Petroleum, Inc. has delivered fossil fuels, lubricants, and specialty fuels nationwide as a certified woman-owned business enterprise (WBE) since 1995. We offer a management team with possession of more than 150 years of combined fuel delivery experience to help solve the toughest of fuel supply situations for your organization.

Pinnacle Petroleum, Inc.'s President & CEO, Liz McKinley, founded the company in 1995 out of her home. The company has grown exponentially year after year and has expanded across the U.S. at the request of current customers.

Our core business strategically aims to save our customers both money and time. Pinnacle Petroleum utilizes a quantitative and qualitative approach to develop a fuel management plan designed to meet your organization's operational needs while addressing the reduction of costs in fuel acquisition. This process is effective based on our award-winning service to over 300 clients throughout the United States (e.g., Sempra Energy, AT&T, SBC, etc.).

As you know, there are many options when it comes to fueling programs. Pinnacle takes the best in the industry and customizes the offering to meet the specific needs of your organization. Unlike our competitors who are constrained by proprietary product and service plans, we take pride in customizing a plan tailored to meet your specific requirements.

Pinnacle Petroleum's mission is to be a customer-oriented supplier with cost-effective, top-quality products and services. We are a one-stop source for all petroleum, specialty fuels, fuel management solutions, fuel systems automation and lubricant needs.

Liz McKinley,  
President



## CONTINGENCY PLAN FOR FUEL SHORTAGES OR CATASTROPHIC CONDITIONS

Pinnacle Petroleum, Inc. is prepared to act as a first responder to the City of La Porte to fulfill its emergency fueling obligations. This document serves to provide an overview of services and requirements that may be needed in the event of an emergency.

**Notification** – City of La Porte Representatives will notify PPI of the need to enact emergency fueling operations. Upon such notification, PPI will mobilize and deliver to the City of La Porte as quickly and efficiently as possible. PPI will coordinate with the City to determine how their fueling ability has been or will be impacted. If roads are closed and an area is inaccessible to bring fuel to the tanks, PPI, when possible, will work with the City to determine a safe zone where temporary equipment can be stored and utilized (temporary diesel tanks), or where diesel vehicles can be fueled via mobile fueling or bobtail trucks.

**Fuel Dispensing Services** – PPI personnel will refuel diesel vehicles, storage tanks, generators and equipment as directed by the City of La Porte. All of PPI's truck(s) and transport fuel trailers retained hereunder will be operated by properly licensed and trained personnel. All the following equipment descriptions are based on operation 24 hours per day in two 12-hour shifts. Depending on the need of the City, Pinnacle Petroleum, Inc. can provide multiple types of equipment and personnel as follows, which would be subject to additional charges.

**Mobile Fueling trucks** are specially equipped, pickup-based diesel fueling units capable of getting into hard-to-reach areas following storm passage when wet conditions and heavy debris may likely prevent the use of bobtail delivery trucks for direct to equipment fueling. These units have a fueling capacity of approximately 350 gallons and may be refueled in the field by a bobtail to increase effectiveness.

**Fuel Transport Tankers** are multi-compartmented delivery units capable of carrying up to 8,000 gallons of fuel. They may be used to fuel large storage tanks as well as being a primary resupply source for bobtail fuel delivery trucks so that they may remain in the affected market making deliveries around the clock

### **PPI EMERGENCY CONTACTS AND PHONE NUMBERS**

Pinnacle Petroleum's Emergency notification contact is Naomi Conroy. Live Pinnacle Petroleum, Inc. personnel can be reached on our Emergency Response 24/7 phone line with no answering service.

**24/7 Emergency Response Line: 714-841-8877**

Naomi Conroy (cell): 562-313-8094

## **BUSINESS CONTINUITY PLAN**

Pinnacle Petroleum has identified two types of emergencies which could affect business operations. The two types of emergencies are as follows:

1. Physical damage to office, server, and workstations; therefore, employees are not able to access office and data.
2. Natural disaster, physical damage to the office, server, or workstations; therefore, employees are not able to leave their homes.

To prepare for the emergencies noted above, Pinnacle has devised the following emergency preparedness plan for data access or data recovery and an operations strategy which is applicable to either type of emergency.

## **LEADERSHIP AND AUTHORITY**

During an emergency or disaster that affects Pinnacle Petroleum, Inc. as noted above, the following team members shall all perform vital functions to keep PPI in operation. The management of Pinnacle Petroleum, Inc. has delegated to the following persons in the order of succession shown below:

<b><u>Leadership</u></b>	<b><u>Title</u></b>	<b><u>Name</u></b>
1. Primary	President	Liz McKinley
2. Backup	Vice President - Finance	Eileen Hill
3. Backup	Supply Chain Manager	Jason Baker
4. Backup	Contracts Manager	Kristen Tavares

If a designated individual is unavailable, authority will pass to the next individual on the list.

“Unavailable” is defined as:

- The designated person is incapable of carrying out the assigned duties by reason of death, disability, or distance from/response time to the facility.
- The designated person is unable to be contacted within 180 minutes.
- The designated person has already been assigned to other emergency activities.

The designated individual retains all assigned obligations, duties, and responsibilities until officially relieved by an individual higher on the list.

## **INFORMATION TECHNOLOGY**

Pinnacle Petroleum, Inc.'s information systems are backed up daily and stored offsite. The company maintains the ability to rapidly establish an alternative data management location and make required data and technology available to key personnel. Hard copy data of essential supply, transportation and contact data is provided and maintained by all key personnel for remote use. Portable generators are also stored onsite.

## **ESSENTIAL JOB FUNCTIONS**

Pinnacle Petroleum, Inc. has identified and documented essential job functions required to maintain operations during an emergency or disaster. Those functions are: Supply, Dispatch, and Financial Services. Essential job tasks and daily job duties and responsibilities have been documented and are available to affected staff on the Company Server Shared Drive. All management identified in Leadership and Authority have been cross trained and will continue to be cross trained in essential job functions.

## **COMMUNICATION TO CRITICAL VENDORS**

Pinnacle maintains a comprehensive list of all vendors of critical products and services required to maintain essential operations. Vendor contacts and essential information are maintained on the Company Server Shared Drive. Pinnacle Petroleum, Inc. uses multiple vendors covering wide geographies to maximize flexibility.

## **COMMUNICATION MESSAGES**

Pinnacle will provide ongoing information and guidance to the employees, customers/clients/public, and product and service vendors.

## **CUSTOMERS/VENDORS**

Customers and vendors will be provided status of operations capabilities. Pinnacle Petroleum, Inc. will provide, at minimum, daily status of operations and capabilities to meet customer requirements. Communications will be via phone, e-mail, or fax.

**Pinnacle Petroleum, Inc. has been the emergency responder for many of our contracted customers for a variety of reasons over the past 26 years. For example, we have supplied San Diego Gas and Electric (SEMPRA) during the wildfires and various customers through Hurricane Harvey.**

The greatest example of our Emergency Response Plan enactment occurred in the California Firestorm in October 2007 that devastated Southern California, burning over 500,000 acres in a matter of weeks. As the contracted fuel provider for San Diego Gas and Electric, PPI, in a matter of hours, mobilized eight trucks with rotating personnel 24/7 to fuel 15 generators around the clock and helped restore power to San Diego and Imperial Counties for over two weeks without one missed delivery, earning Pinnacle Petroleum, Inc. the SDG&E Mark of Excellence Award for our efforts, dedication, and support in this critical endeavor.

Our primary customers that were affected during Hurricane Harvey were Texas Department of Public Safety (TXDPS) and Avis Budget Group/FEMA. During Hurricane Harvey, TXDPS coordinated with Pinnacle Petroleum, Inc. to ensure the selected emergency post locations were always filled. This included emergency generator tanks, as well as their on-site gasoline and diesel tanks. This allowed TXDPS to respond to emergencies and patrol the affected areas to keep the citizens of Texas safe.

Our customer, Avis Budget Group, provides rental vehicles to key personnel with FEMA. Because the Houston Airport was shut down, the FEMA representatives were flown into the surrounding safe zones such as Dallas, Tyler, and Austin, TX. With the huge influx of vehicles being rented and local gas stations not being re-fueled, the Avis Budget Group tanks experienced an increase of 75% more fuel usage. Given these extraordinary circumstances, Pinnacle Petroleum, Inc. still ensured all sites surrounding and including Houston did not run out of fuel!

#### COMPLETE HISTORY OF ALL CITATIONS AND/OR VIOLATIONS, NOTICES AND DISPOSITIONS THEREOF

Pinnacle Petroleum, Inc. does not have any present or past citations, violations, notices, or dispositions.





WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS  
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

**Pinnacle Petroleum, Inc.**

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Liz McKinley
NAICS: 424720, 324110, 324191, 424710 UNSPSC: 15000000, 15100000, 15101500, 15101505, 15101506, 15101513, 15101801, 25121501, 25121503, 78102101
Certification Number: WOSB211917
Renewal Date: March 31, 2024
WOSB Regulation Expiration Date: 3/31/2024



*Pamela Williamson, PhD*

Pamela Williamson, Women's Business  
Enterprise Council - West President & CEO

*Pamela Prince-Easton*

Pamela Prince-Easton, WBENC President & CEO

*LaKesha White*

LaKesha White, Vice President, Certification



Women Business Enterprise (WBE)  
Pinnacle Petroleum, Inc.

## **Pinnacle Petroleum, Inc.**

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

**NAICS 424720: PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS AND TERMINALS)**

**NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES**

This Certification commences September 13, 2022 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2024  
Issued Date: September 13, 2022  
CERTIFICATION NO. WFWB29950N0924

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Certification Administrator

Certificate of ISNetwork® Membership



Pinnacle Petroleum Inc.

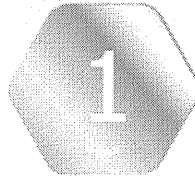
16651 Gemini Ln | Huntington Beach, California 92647

ISN ID Number: 400-830429

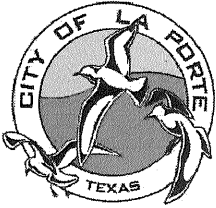
A member of ISNetwork since April 01, 2019

A handwritten signature in dark ink, appearing to read "Joseph Easton".  

Joseph Easton, CEO

A handwritten signature in dark ink, appearing to read "Brian Cedahan".  

Brian Cedahan, President & COO



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

**ADDENDUM NO. 1**  
**Bid No. 23036 – Bulk Fuels**

August 24, 2023

1. Please find a REVISED BID FORM, attached, that is to be used when submitting your offer to Sealed Bid #23036.
  - a. The form has been revised to better accommodate the city's required pricing information.
  - b. ONLY bids received using the REVISED BID FORM attached to this Addendum No. 1 will be accepted.
  - c. DEF supply has been removed from the scope of this bid.

Please acknowledge receipt of this Addendum by completing the information below.

You MUST submit this acknowledgement form with your bid.

I am in receipt of and acknowledge Addendum No. 1 to Sealed Bid Number 23036 that replaces the original Bid Form with the Form in Addendum No. 1.

Date: 8/30/23

Signature: [Signature] Title: President

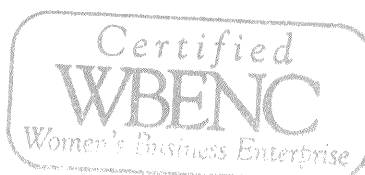
Printed Name: Liz McKinley

Respectfully,

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

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

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Certified



PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

**ADDENDUM NO. 2**  
**Bid No. 23036 – Bulk Fuels**

August 30, 2023

1. Please find a REVISED BID FORM #2, attached, that is to be used when submitting your offer to Sealed Bid #23036.
  - a. The form has been revised to further detail city's required pricing information and to add a Total Projected Bid Cost field.
  - b. ONLY bids received using the REVISED BID FORM attached to this Addendum No. 2 will be accepted.

Please acknowledge receipt of this Addendum by completing the information below.

You **MUST** submit this acknowledgement form with your bid.

I am in receipt of and acknowledge Addendum No. 2 to Sealed Bid Number 23036 that replaces the original Bid Form with the Form in Addendum No. 2.

Date: 8/30/2023

Signature: [Signature] Title: President

Printed Name: Liz McKinley

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

ISNetworld  
Certified



PINNACLE PETROLEUM, INC  
16651 GEMINI LANE  
HUNTINGTON BEACH, CA 92647



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2023

Requested By: Ray Mayo, Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

**Exhibits:** Vehicle and Equipment Quotes

### Appropriation

Source of Funds: Various 009

Account Number: N/A

Amount Budgeted: \$256,860.00

Amount Requested: \$234,740.82

Budgeted Item: ☒ Yes ☐ No

### SUMMARY & RECOMMENDATION

Quotes were received through the TIPS and Sourcewell Cooperative Purchasing Programs for vehicles, equipment and up-fitting eligible for replacement in the FY 2023–24 Vehicle Replacement Program. This is the first round of FY 2023-24 equipment replacement purchase approvals. All units shown are being replaced with a same-type vehicle or equipment. The SSV Tahoe and Ford F-150 are additions to the fleet.

VENDOR	BUDGET ITEM	BUDGETED	BID	USER
Wowco Equipment Co.	5) Kubota zero-turn mowers	\$83,715	\$83,808.60	Golf / Parks
Wowco Equipment Co.	1) Kubota KX040 Trackhoe	\$68,520	\$59,649.22	Utilities
Silsbee Ford	1) Ford F-150	\$40,000	\$34,978.25	Public Works
Lake Country Chevrolet	1) Chevy Tahoe SSV	\$65,000	\$56,304.75	Emergency Management
	<b>Totals</b>	<b>\$256,860</b>	<b>\$234,740.82</b>	



**Miscellaneous:**

- a) The vehicles to be purchased with this agenda request will replace existing vehicles that are now at the end of their service lives with funding from the Vehicle Replacement Fund.
- b) The budgeted amount listed in the table for the replacement vehicles represents the total funds deposited by each department through FY 2022-23 in the form of lease fees paid by the department over the lease term designated for each vehicle. Funds for motor pool shortage and fleet up-fitting were approved in some FY 2023-24 divisional budgets. Small fund shortages are paid from the divisional motor pool account and repaid by division in the following budget cycle.
- c) The amounts listed in the table for vehicles/equipment are the funding amounts approved by Council for the FY 2023-24 budget for equipment replacement. Each division will pay lease fees over the life of the units to establish a funded amount for future replacements.
- d) The balance remaining (funded amount minus replacement costs) either remains in the divisional motor pool account to pre-fund a portion of the replacement vehicle or is sometimes utilized by the division for up-fitting equipment. (e.g. light bar, trailer hitch, patrol unit up-fitting).

Staff recommends purchase of the listed vehicles and equipment through cooperative purchasing programs. The Purchasing Division of the Finance Department has reviewed the recommendation for vehicle and equipment purchases and is in support of this recommendation. Contract pricing was checked on Cooperative Purchasing Programs.

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**STRATEGIC PLAN STRATEGY AND GOAL**

**3.0 The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens.**

---

**ACTION REQUIRED BY CITY COUNCIL**

**Approval awarding the following purchases:**

- 1. Five (5) Kubota zero-turn mowers to Wowco Equipment for \$83,808.60;**
- 2. One (1) Kubota KX040 Trackhoe to Wowco Equipment for 59,649.22;**
- 3. One (1) Ford F-150 to Silsbee Ford for \$34,978.25;**
- 4. One (1) Chevrolet Tahoe SSV to Lake Country Chevrolet for 56,304.75.**

---

**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

---

**Date**

# Sourcewell

Utility Tractors & Mowers - 031121  
CE and AG - 010319  
Utility Vehicles 122220  
Attachments 400041710  
Databases G55-21673  
Mississippi (CE Only) 0200056371  
Mississippi 0200055841

ZD1211-3-60 WEB QUOTE #2710653

Date: 9/20/2023 1:07:07 PM

-- Customer Information --

POPLASKI, DONNIE

CITY OF LAPORTE

POPLASKI@LAPORTE.TX.GOV

2814705114

Quote Provided By  
WOWCO EQUIPMENT CO.  
WADE SMITH  
12120 I-10 EAST  
BAYTOWN, TX 77523  
email: WADE@WOWCO.COM  
phone: 2813833100

-- Custom Options --

-- Standard Features --



ZD1200 Series ZD1211-3-60

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

## DIESEL ENGINE

3 Cylinder, Kubota Model #  
D1105

24.8 Gross HP @ 3000 rpm  
60.5 cu. in. Displacement  
12v 430 Amp Hr. Battery  
14 Amps Charging Output

## TRANSMISSION

Hydrostatic Drive  
(2) HST w/Gear Reduction  
Brake - Wet Multi Disks  
Forward Speeds 0 - 10.6 mph  
Reverse Speeds 0 - 5.3 mph

## STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable  
Hydraulically Damped,  
Adjustable

## POWER TAKE OFF

Hydraulic Independent PTO  
Shaft Drive Mower Deck  
Wet Disk Clutch

## FLUID CAPACITY

Fuel Tank 13.1 gal  
Engine Coolant w/ Recovery  
Tank 3.96 qts  
Crankcase w/ Filter 4.1 qts  
Transmission Case and Axle  
Gear 12.8 qts

## + Manufacturer Estimate

## TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free  
Rear 26 x 12.0 - 16 Turf, Low Profile

## SAFETY EQUIPMENT

Electric Key Shut Off  
Control Lever Safety Switch  
Parking Brake Safety Switch  
Foldable ROPS  
Seat Safety Switch

## DIMENSIONS

Height 70.7"  
Length 89.0"  
Width Overall 73.0"  
Wheelbase 56.7"

## OPERATING FEATURES

Zero Turn Radius  
Adj. Front Axle: Rigid/Oscillating  
Dual Element Air Filter  
Deluxe Suspension Seat w/  
Kubota Exclusive Seat Design  
Hands-free Hydraulic Deck Lift  
Hands-free Parking Brake  
Cup Holder

## SIDE DISCHARGE MOWER

60" and 72" Kubota PRO Deck  
w/ACS  
8 Gauge, 6" Deep Deck  
1-5" Cut Height, Adjustable  
1/4" Increments  
Flexible Discharge Cover  
3 Blades

ZD1211-3-60 Base Price: \$19,999.00

Configured Price: \$19,999.00

Sourcewell Discount: (\$4,399.78)

SUBTOTAL: \$15,599.22

Dealer Assembly: \$0.00

Freight Cost: \$262.50

PDI: \$400.00

610340 CANOPY \$500.00

Total Unit Price: \$16,761.72

Quantity Ordered: 5

Final Sales Price: \$83,808.60

Final pricing will be based upon pricing at the time of  
final delivery to Sourcewell members.  
Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting  
dealer

\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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**Sourcewell**  
 Utility Tractors & Loaders - 031321  
 CE and AG - 010912  
 Utility Vehicles 122220  
 Arkansas 4600031710  
 Delaware GSS-21673  
 Mississippi (CE Only) 0200055371  
 Missouri 0200055941

KX040-4R3A WEB QUOTE #2710652

Date: 9/20/2023 1:05:56 PM

-- Customer Information --

POPLASKI, DONNIE

CITY OF LAPORTE

POPLASKI@LAPORTE.TX.GOV

2814705114

Quote Provided By  
 WOWCO EQUIPMENT CO.  
 WADE SMITH  
 12120 I-10 EAST  
 BAYTOWN, TX 77523  
 email: WADE@WOWCO.COM  
 phone: 2813833100

-- Standard Features --

-- Custom Options --



K Series

KX040-4R3A

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

#### FEATURES

Eco Plus System  
 Auto Idler  
 Rubber Track Model  
 ROPS/OPG (Top Guard, Level  
 I) Air Conditioning Cab  
 Suspension Seat  
 Kubota 1 Hydraulic Pump Load  
 Sensing System  
 1 Variable Displacement Pump  
 All Controls Hydraulic Pilot  
 Controls  
 Two Operating Pattern  
 Selection System  
 Accumulator  
 Digital Control Panel  
 Attachment Flow Presets,  
 Service Alerts  
 Float Angle Blade w/ Bolt-on  
 Cutting Edge  
 360 Degree Full Rotation  
 70 Degree Left, 55 Degree  
 Right Boom Swing  
 17.2 gpm Adjustable Auxiliary  
 Hydraulics Port 1  
 Auxiliary Hydraulics Diverter  
 Valve  
 Thumb Bracket and Relief  
 Valves  
 Five Second Quick Preheat  
 System  
 Key Switch Stop System  
 Half Pitch Rubber Tracks  
 Self Bleed Fuel System  
 Auto-Downshift Two Speed  
 Travel System  
 Swivel Negative Brake  
 Travel Negative Brake  
 Third Line

#### ENGINE

D1803 Kubota DI Turbo CRS Tier 4  
 Diesel Engine  
 3 Cylinder, 4 Cycle  
 38.9 Net HP @ 2200 rpm

#### OPERATIONAL

##### DIMENSIONS

Max Digging Depth 11' 2.7"  
 Max Digging Radius @ Ground  
 Level 17' 9"  
 Max Vertical Digging Depth 7' 4.8"  
 Max Dumping Height 12' 9.5"

#### DOZER BLADE

##### DIMENSIONS

Width 66.9"  
 Height 15.75"  
 Lift Above Ground 15.17"  
 Drop Below Ground 15.94"

#### PERFORMANCE

Digging Force @ Bucket (K7875)  
 9,535 lbs.  
 Digging Force @ Dipper Arm 4,112  
 lbs.  
 Travel Speed (Low) 1.8 mph  
 Travel Speed (High) 3.1 mph  
 Climbing Ability 36% / 20"  
 Lift Capacity 4,080 lbs.  
 Over Front  
 Blade Grounded  
 2.0 ft. Load Point Height  
 8.0 ft. Load radius

#### DIMENSIONS AND

##### OPERATING WEIGHT

KX040-4R3A, Rubber Tracks,  
 Air Conditioned  
 ROPS/OPG (Top Guard, Level  
 I) Cab, Angle Dozer Blade  
 Overall Length 16' 8.2"  
 Overall Width 5' 6.9"  
 Overall Height 8' 1.8"  
 Operating Weight 9,855 lbs.\*  
 Ground Clearance 12.9"  
 \* Includes operator's weight,  
 175 lbs.

KX040-4R3A Base Price: \$71,569.00

(1) 24" OA TRENCHING BUCKET \$1,917.00  
 K7875A-24" OA TRENCHING BUCKET  
 (1) 12" OA TRENCHING BUCKET \$1,416.00  
 K7872A-12" OA TRENCHING BUCKET  
 (1) QUICK COUPLER \$1,386.00  
 K7870A-QUICK COUPLER  
 (1) TRAVEL ALARM KIT \$132.00  
 K7927-TRAVEL ALARM KIT  
 (1) BEACON LIGHT KIT KX040/CX057/U35/U55 \$352.00  
 PNF  
 K7447-BEACON LIGHT KIT KX040/CX057/U35/U55 PNF

Configured Price: \$76,772.00

Sourcewell Discount: (\$18,425.28)

SUBTOTAL: \$58,346.72

Dealer Assembly: \$165.00

Freight Cost: \$737.50

PDI: \$400.00

Total Unit Price: \$59,649.22

Quantity Ordered: 1

Final Sales Price: \$59,649.22

Final pricing will be based upon pricing at the time of  
 final delivery to Sourcewell members.  
 Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting  
 dealer

\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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PUBLIC  
WORKS



## PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LA PORTE

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

Product Description: F150 REGULAR CAB

Date: September 26, 2023

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ 29,990.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
F1C	2023 FORD F150 REGULAR CAB 8' BOX	\$ -	101A	ORDER GROUP XL	\$ 1,330.00
99B	3.3L V6	\$ 1,995.00			
	122 WHEELBASE				
85A	XL POWER GROUP	-			
	REVERSE SENSING SYSTEM				
	CRUISE				
53A	TRAILER TOW	\$ 1,375.00			

Total of B. Published Options: \$ 4,700.00

Published Option Discount (5%) \$ (235.00)

### C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- OXFORD WHITE	
		INTERIOR- AG GRAY VINYL 40/20/40	
		UNIT ON ORDER WITH VIN**	
		141952	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 350.00

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: \_\_\_\_\_

99

\$ 173.25

H. Subtotal:

\$ 34,978.25

I. Quantity Ordered 1 x H=

\$ 34,978.25

J. Trade in: \_\_\_\_\_

\$ -

K.

L. Total Purchase Price

\$ 34,978.25

EMERGENCY  
MANAGEMENT



## PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: LA PORTE PD

Prepared by: SETH GAMBLIN

Contact:

Phone: 512.436.1313

Email:

Email: [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

Product Description: CHEVY TAHOE SSV

Date: September 16, 2023

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ 52,645.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CK10706	5W4 2024 TAHOE SSV 4X4	\$ 1,175.00	5W4	SSV PACKAGE	
L84	5.3L V8 W/AUTOMATIC	\$ -	QAE	TIRES A/T	\$ 100.00
MQC	10 SPEED TRANS	\$ -	RD4	20" MACHINED ALUMINUM	\$ 800.00
AMF	KEY FOBS	\$ 75.00	A50	FRONT BUCKET SEATS W/ CONSOLE	\$ 495.00
6J7	FLASHER SYSTEM	\$ 50.00			
B30	CARPETED FLOOR	\$ 195.00	UHX	LANE KEEP ASSIST	
B58	COLOR FLOOR MATS CARPETS	\$ 80.00			
PQA	SAFETY PACKAGE	\$ 395.00			
Total of B. Published Options:					\$ 3,365.00

Published Option Discount (5%) \$ (109.50)

### C. Unpublished Options

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR - WHITE	
		INTERIOR - JET BLACK CLOTH HIT	
		ESTIMATE ONLY***	
		**PRODUCTION PERMITTING****	
Total of C. Unpublished Options:			\$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 56.00

F. Contract Price Adjustment:

G. Additional Delivery Charge: 199 miles

\$ 348.25

H. Subtotal:

\$ 56,304.75

I. Quantity Ordered 1 x H =

\$ 56,304.75

J. Trade in:

\$ -

K.

L. Total Purchase Price

\$ 56,304.75



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2023

Requested By: Lisa Camp, EMS Chief

Department: Emergency Medical Services

☒ Report ☐ Resolution ☐ Ordinance

### Appropriation

Source of Funds: General Funds

Account Number: 001-5059-522-2055

Amount Budgeted: \$150,000.00

Amount Requested: N/A

Budgeted Item: ☒ Yes ☐ No

### Exhibits:

Bound Tree Medical Proposed Discount Pricing Letter  
Vendor Contract Information

Buy Board Notice of The Local Government Purchasing Cooperative Contract Letter

## SUMMARY & RECOMMENDATION

BuyBoard is a Texas Local Government Purchasing Cooperative that provides public agencies the opportunity to comply with bidding requirements by utilizing their bid process. Agencies that utilize BuyBoard contract receive a 2% rebate on all purchases and will also save administrative costs by alleviating the bid process. Bound Tree Medical is currently a BuyBoard vendor that was awarded contract #610-20 for medical supplies and pharmaceuticals for the effective date of June 1, 2020, through May 31, 2023.

A new BuyBoard contract, #704-23, has been awarded to Bound Tree Medical. It is effective June 1, 2023, thru May 31, 2024, and may be subject to two possible one-year renewals through 2026.

The recommendation is to utilize BuyBoard contract 704-23 with Bound Tree Medical for medical supplies and pharmaceuticals. Pricing will be discounted at least 28% off the Bound Tree Medical list price and the expenditure for these medical supplies will not exceed the budgeted amount for the Fiscal Year 2023-2024. EMS will only buy those items listed at the 28% discount rate from Bound Tree. EMS is very familiar with Bound Tree Medical's ordering system and has received excellent customer service as well as timely delivery.

## STRATEGIC PLAN STRATEGY AND GOAL

**Organizational Excellence – The City of La Porte will operate in a transparent, efficient, accountable, and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting, and retaining the best employees and wise stewardship of financial resources.**



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**ACTION REQUIRED BY CITY COUNCIL**

**Authorize an expenditure not to exceed \$150,000 from Bound Tree Medical, LLC. utilizing BuyBoard cooperative contract #704-23 for the procurement of medical supplies and pharmaceuticals.**

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**Approved for the City Council meeting agenda.**

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**Corby D. Alexander, City Manager**

---

**Date**

## Menu



## Vendor Contract Information Summary

Vendor	Bound Tree Medical (Bound Tree Medical LLC)
Contact	Customer Service
Phone	800-533-0523
Email	Submitbids@Boundtree.com
Vendor Website	www.boundtree.com
TIN	31-1739487
Address Line 1	5000 Tuttle Crossing Blvd
Vendor City	Dublin
Vendor Zip	43016
Vendor State	OH
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	0% Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment
Contract No.	704-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes
Quote Reference Number	7679/19912
Return Policy	See bid response for return policy





April 17, 2023

Sent Via Email: Submitbids@Boundtree.com

Christopher Fyffe  
Bound Tree Medical (Bound Tree Medical LLC)  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016

Welcome to BuyBoard!

**Re: Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation No. 704-23, First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment**

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 704-23 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to [info@buyboard.com](mailto:info@buyboard.com).

A list of Cooperative members is available on the [buyboard.com](http://buyboard.com) website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



## **PROPOSAL SPECIFICATION SUMMARY**

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

**PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

### **Section I: First Aid Equipment, Products, and Supplies**

1. Discount (%) off catalog/pricelist for **First Aid Equipment and Supplies.**
2. Discount (%) off catalog/pricelist for **First Aid Furniture.**
3. Discount (%) off catalog/pricelist for **Bleeding Control Stations.**
4. Discount (%) off catalog/pricelist for **All Other First Aid, Health, and Nursing Products.**

### **Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies**

5. Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Equipment and Supplies.**
6. Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Furniture.**
7. Discount (%) off catalog/pricelist for **All Other Athletic Trainer/Rehabilitation Products.**

### **Section III: Emergency Medical Equipment, Products, and Supplies**

8. Discount (%) off catalog/pricelist for **Emergency Medical Equipment and Supplies.**
9. Discount (%) off catalog/pricelist for **All Other Emergency Medical Products.**

### **Section IV: Pharmaceuticals and Vaccines**

10. Discount (%) off catalog/pricelist for **Pharmaceuticals and Vaccines.**
11. Discount (%) off catalog/pricelist for **Intra-Venous Pharmaceutical Supplies.**
12. Discount (%) off catalog/pricelist for **Drug Testing Kits and Supplies.**

### **Section V: Audiology Equipment and Other Related Items**

13. Discount (%) off catalog/pricelist for **Audiology Equipment, Hearing Aids, and Other Related Items.**

### **Section VI: Drug/Diagnostic/Laboratory Testing Services**

14. Discount (%) off catalog/pricelist for **Drug and Alcohol Diagnostic Testing Services** (onsite and offsite including laboratory services).

### **Section VII: Installation and Repair Service**

15. **Hourly Labor Rate for Installation/Repair Service of First Aid, Athletic Trainer/Rehabilitation, and Emergency Medical Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
16. **Hourly Labor Rate for Installation/Repair of Audiology Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.



# Bound Tree

Your Partner In EMS

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

614.760.5000

www.boundtree.com

To Whom It May Concern,

Please find Bound Tree Medical's proposed discount pricing for BuyBoard Proposal 704-23 for First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment. Bound Tree Medical is pleased to offer 28% off of the current prices from the current Bound Tree Medical Emergency Medical Product Catalog & [www.boundtree.com](http://www.boundtree.com).

There are a few items and product categories where the discounts listed above cannot be applied, in those cases, the items are either discounted by 10% or excluded. In this way, we ensure Buy Board Members have access to a wide range of products at the best prices.

Please find below a list of products that are discounted at 10% or not included in the percentage-off bid:

Manufacturers Excluded	Manufacturers Excluded	Product Categories Excluded
5.11 TACTICAL	LAERDAL (SIMMAN)	PREVENTATIVE MAINTENANCE
AMBU (KING VISION )	NONIN (CO-PILOT)	SERVICE CONTRACTS
ESTILL (THERMAL ANGEL)	PHILIPS HEALTHCARE (INTELLIVUE )	TRAINING COURSES
FERNO	SAPPHIRE PUMPS AND ACCESSORIES	VENDING MACHINE & SOFTWARE
KINGFISHER MEDICAL, INC.	Z-MEDICA (QUIKCLOT)	
Manufacturers 10% Off	Product Categories 10% Off	Product Categories 10% Off
AMBU (KING VISION)	LAERDAL EXC. SIMMAN	AED'S AND ACCESSORIES
CURAPLEX (KITS)	SSCOR, INC.	EDUCATION/TRAINING
		MANIKINS
		RECERTIFIED EQUIPMENT

We are pleased to provide you with a competitive bid for the emergency medical supplies and equipment that you are seeking. Please contact our Bids and Contracts Department at 800-533-0523 with any questions. Thank you.

Sincerely,

*Christopher Fyffe*

Christopher Fyffe  
Manager, Bid & Contracts



## Percentage Off Overview for BuyBoard 704-23

<b>Section I: First Aid Equipment, Products, and Supplies</b>	
28%*	First Aid Equipment and Supplies
No Bid	First Aid Furniture
28%*	Bleeding Control Stations
28%*	All Other First Aid, Health, and Nursing Products
<b>Section II: Athletic Trainer Rehabilitation Equipment, Products, and Supplies</b>	
28%*	Athletic Trainer Rehabilitation Equipment and Supplies
28%*	Athletic Trainer Rehabilitation Furniture
28%*	All Other Athletic Trainer Rehabilitation Products
<b>Section III: Emergency Medical Equipment, Products, and Supplies</b>	
28%*	Emergency Medical Equipment and Supplies
28%*	All Other Emergency Medical Products
<b>Section IV: Pharmaceuticals and Vaccines</b>	
28%*	Pharmaceuticals and Vaccines
28%*	Intra-Venous Pharmaceutical Supplies
28%*	Drug Testing Kits and Supplies
<b>Section V: Audiology Equipment and Other Related Items</b>	
28%*	Audiology Equipment, Hearing Aids, and Other Related Items
<b>Section VI: Drug Diagnostic Laboratory Testing Services</b>	
28%** Supplies Only	Drug and Alcohol Diagnostic Testing Services (onsite and offsite including laboratory services).
<b>Section VII: Installation and Repair Service</b>	
No Bid	Hourly Labor Rate for Installation/Repair Service of First Aid, Athletic Trainer/Rehabilitation, and Emergency Medical Equipment and Products
No Bid	Hourly Labor Rate for Installation/Repair of Audiology Equipment and Products
<p>* Some manufacturers in the Category are offered at 10% off List Price.</p> <p>** We do not offer testing on or off site, but we do offer some testing supplies.</p>	



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2023  
Requested By: Matt Daeumer, Asst. City Mgr.  
Department: Administration/CMO  
☒ Report   ☐ Resolution   ☐ Ordinance

**Exhibits:** Retail Coach Proposal and Professional Services Agreement

Appropriation	
Source of Funds:	<u>038 – EDC FY 24</u>
Account Number:	<u>038-6030-565-5007</u>
Amount Budgeted:	<u>\$33,000.00</u>
Amount Requested:	<u>\$33,000.00</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

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### SUMMARY & RECOMMENDATION

The FY 2023-24 La Porte Development Corporation's budget included funding for a proposal for retail recruitment and development services for one year at a cost of \$33,000.00 from The Retail Coach. Services to be provided are:

- 1: Retail Market Analysis
- 2: Determining Retail Opportunities
- 3: Site Marketing
- 4: Identifying Retailers & Developers for Recruitment
- 5: Marketing & Branding
- 6: Recruitment of Retailers & Developers
- 7: Ongoing Recruitment & Coaching

On September 25, 2023, the LPDC approved this expenditure. Staff are requesting City Council approve the expenditure and authorization for the City Manager to enter into a one-year agreement with the Retail Coach for Retail and Development Services.

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### STRATEGIC PLAN STRATEGY AND GOAL

#### 4.4 Establish/encourage family entertainment venues.

The Retail Coach will assist us in bringing new family entertainment venues to the City.

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### ACTION REQUIRED BY CITY COUNCIL

**Authorize an expenditure not to exceed \$33,000.00 in the Fiscal Year 2023-2024 La Porte Development Corporation budget to fund a one-year agreement between the City of La Porte, Texas, and The Retail Coach, LLC for recruitment and development services.**

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**Approved for the City Council meeting agenda.**

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**Corby D. Alexander, City Manager**

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**Date**

July 6, 2023



# Retail Recruitment & Development Strategy

Proposal for:

The City of La Porte, Texas

Submitted by:



TheRetailCoach.net | Austin, TX | (800) 851-0962





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# Bringing the Right Retail Mix to La Porte

The Retail Coach is submitting this proposal for Retail Market Analysis & Recruitment Services for La Porte.

Our goal is not only to aid the City in preparing and executing a Retail Market Analysis and comprehensive Recruitment Strategy, but to also assist the City in its efforts to capture sales tax leakage and further improve quality of life for residents by bringing in new retail, restaurant, entertainment, and service options.

**The most important aspect of any Retail Market Analysis is its ultimate application and resulting impacts.** Our approach has always been action-oriented to ensure that market reports are not placed on a shelf to collect dust. Working with all project team members, local stakeholders, and public officials is a critical component in which The Retail Coach is experienced and well-equipped to execute.

## Goals & Objectives:

- Research and analyze the La Porte retail market to identify retail gaps and growth opportunities.
- Determine La Porte's unique, viable retail market potential.
- Identify key retail and restaurant targets that align with the City's vision for growth.
- Recruit targeted retailers and restaurants through proactive outreach efforts and retail conference representation.
- Act as an extension of City staff to provide recruitment services and coaching for retail economic development initiatives.



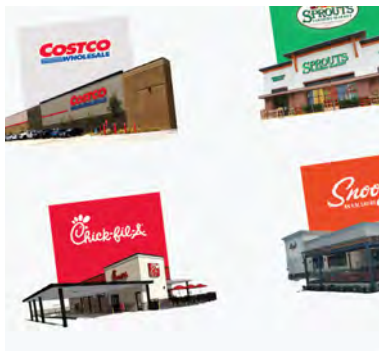
# We Recruit Retail.

For more than **23** years, The Retail Coach has been the premier national retail recruitment partner for municipalities, economic development organizations, and development firms.

We are the nation's leading retail recruitment, market analysis, and development firm. Our approach combines **strategy, technology, and creative marketing** to execute high-impact retail recruitment strategies for local governments, chambers of commerce, and economic development organizations.

Having worked more than 650 assignments in more than 40 states, our recruitment approach is simple - **do what you say you are going to do, do it at the highest level possible, and constantly communicate findings and results to our clients.** This approach has proven successful, leading to multiple assignments with more than 90% of our clients.

## PROVEN SUCCESS FOR CLIENT COMMUNITIES



### 6 Million +

#### SQUARE FEET OF NEW RETAIL RECRUITED

We have recruited more than 6 million square feet of new retail to client communities in the past 5 years.



### \$600 Million

#### IN SALES TAX GENERATED

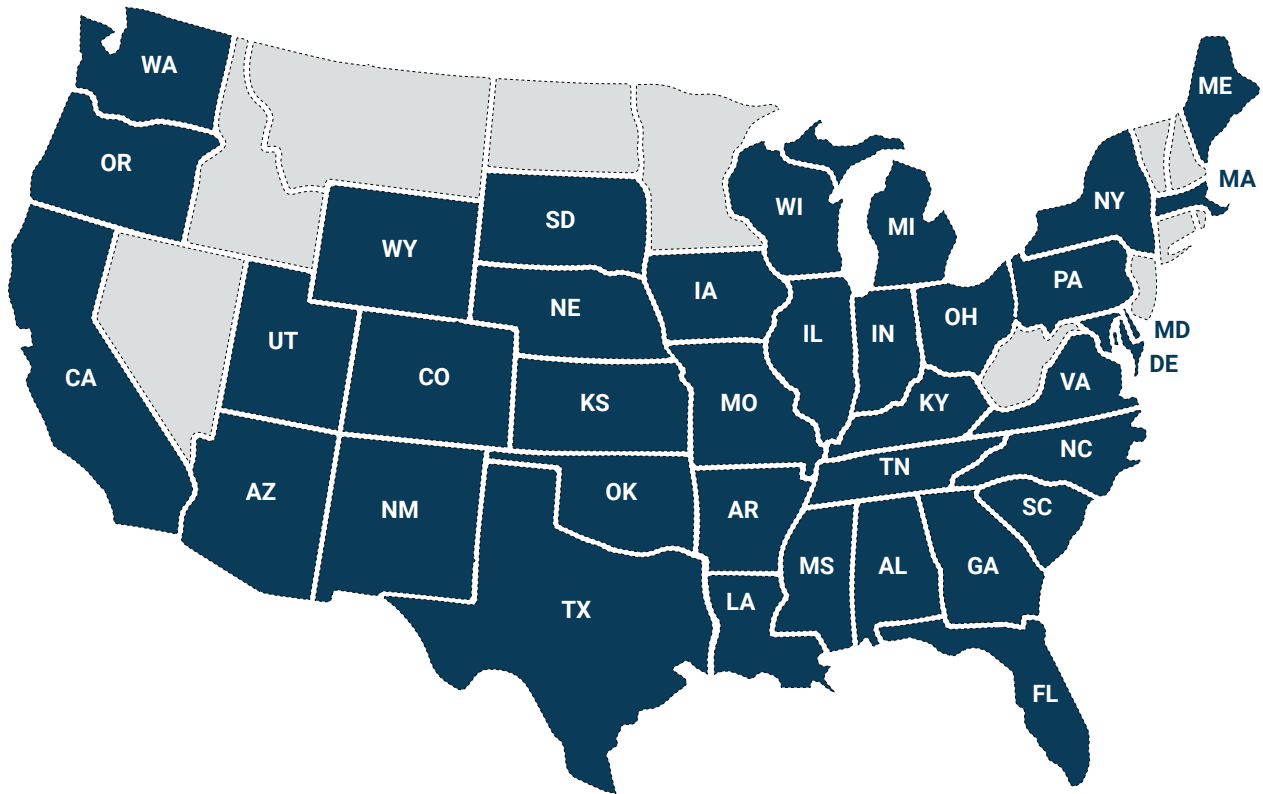
Our work has generated more than \$600 Million in sales tax for our client communities in the past 5 years.



### 90%

#### REPEAT CLIENT RATE

90% of our clients choose to continue working with us after the initial contract.



# We Have Served More than 650 Client Communities Across 40 states.

**650+**  
Communities  
Served

**40**  
States We've  
Worked In

## National Expertise. Local Focus.

Our work throughout the country allows our team to stay current on retail trends and deepen our relationships with national and regional brands.

These relationships create unique opportunities for our client communities. When brands begin planning to expand into new markets, we are often one of the first to know and retailers/brokers will often look to our client list or ask our team for prospective markets to consider.

**90%**  
Repeat Client  
Rate

# More Than 6 Million SF of New Retail Recruited in the Last 5 Years

Our proven Retail:360® Process has been instrumental in recruiting new retailers and developers to our client communities.

## RECENT RECRUITMENT SUCCESSES



PLUS HUNDREDS MORE THROUGHOUT THE COUNTRY





# What Makes Us Different?

## Experienced & Connected

We pioneered the retail recruitment industry more than 20 years ago and leverage more than two decades of experience and relationships to help drive retail growth in your community.

## Our Team is Your Team

We take a partnership approach and become an extension of your team. Our clients are invited to participate in the recruitment process, allowing you to learn and expand your network.

## Full Transparency

We track recruitment activity and prospect feedback in your custom retail recruitment dashboard and host monthly calls with your team to keep you updated on progress.

## We are Consultants. Not Brokers.

We pride ourselves on being consultants, not brokers.

***We only do what is in the best interest of our client communities and their future growth. We don't take shortcuts or go with the path of least resistance to fill retail spaces.***

RECOGNIZED AS LEADING INDUSTRY EXPERTS AND FEATURED PRESENTERS FOR:







## OUR TEAM

# Your Project Team

### LEADERSHIP & PROJECT STRATEGY



**Kelly Cofer**  
Founder & CEO



**Aaron Farmer**  
President

*PROJECT LEAD*

With more than 50 combined years of retail development experience, Kelly and Aaron play an integral role in every project for The Retail Coach. This includes in-depth market analyses, recruitment strategies, and development plans for our clients.

### RETAILER RECRUITMENT



**Cary Everitt**  
Recruitment Specialist



**Caroline Harrellson**  
Recruitment Specialist

Cary and Caroline manage our relationships with national and regional retailers, brokers, site selectors, and developers. They execute our recruitment process, including the site submission process and capturing retailer feedback.

### DATA & MARKET RESEARCH



**Matthew Lautensack**  
Director of Research & Development

Matthew uses cutting-edge, GPS-based market data to pinpoint true opportunity in retail markets. He provides the latest retail trade area data and prepares our clients' market reports, data sets, and assists with GIS mapping.

### ADMINISTRATIVE SUPPORT



**Nancy Dees**  
Director of Finance



**Rylee Lefever**  
Marketing Manager

Nancy and Rylee support all projects by managing client invoicing and contract needs as well as marketing, promotional, and graphic design support.



## BIOS - KEY PROJECT PERSONNEL



### **Aaron Farmer** | President

Aaron manages all of The Retail Coach's projects in [State] and will be the primary point of contact for this project.

Aaron Farmer brings to The Retail Coach knowledge of the most current research on retail and marketing trends. Prior to joining The Retail Coach, Mr. Farmer was employed in marketing research and retail development where he worked on projects for some of America's leading retailers and restaurants including FedEx, Kinkos, Sally Beauty Supply, Adidas, Concentra and the National American Association of Subway Franchises.

His expertise touches each step of a project from the initial trade area determination to the actual recruitment of retailers. Mr. Farmer holds a degree in Marketing from The Mays Business School at Texas A&M University and an MBA from Texas A&M University – Commerce.



### **Kelly Cofer** | Founder & CEO

C. Kelly Cofer leads The Retail Coach with more than 30 years of experience in all aspects of retail real estate and economic development.

Kelly's professional background encompasses market research and site selection, advisory and leasing services, and property brokerage and development for leading national retailers and restaurants in more than 150 cities throughout the United States.

He has earned the prestigious Certified Commercial Investment Member (CCIM) designation from the Chicago-based Commercial Investment Real Estate Institute and attended the Economic Development Institute at the University of Oklahoma. Kelly holds a Bachelor of Science degree from Texas A&M University in College Station.



### **Cary Everitt** | Retail Recruitment Specialist

Cary manages The Retail Coach's relationships with retailers, site selectors, and key decision makers for retailers, restaurants, hotels, and developers.

He works with your Project Director to ensure that we are presenting the best information possible when recruiting for client communities and follows up with prospects to make sure that your community is staying at the top of mind as brands look for new markets.

Mr. Everitt works throughout projects to provide monthly updates on recruitment activity and communicates feedback received throughout the process.





# Scope of Work & Deliverables

## 1: Retail Market Analysis

- Competing Communities Analysis
- Custom Retail Trade Area Map
- Retail Trade Area Demographic Profile
- Retail Trade Area Psychographic Profile
- City Demographic Profile
- Discussions with Key Community and Business Stakeholders

## 2: Determining Retail Opportunities

- Retail Demand Analysis
- Retail Void Analyses for Key Vacancies and Available Retail Sites

## 3: Site Marketing

- Retail Site Profiles for Available Retail Sites

## 4: Identifying Retailers & Developers for Recruitment

- Target List of Retailers and Restaurants with Contact Information
- Target List of Developers with Contact Information

## 5: Marketing & Branding

- Retail Market Profile
- Customized Retailer Feasibility Packages
- Developer Opportunity Package
- Online Retail Dashboard (Retail:360® Website)
- Interactive Site Mapping

## 6: Recruitment of Retailers & Developers

- Retail Recruitment Plan
- Retailer & Developer Recruitment Status Dashboard
- Monthly Recruitment Updates from Retail Coach Project Team

## 7: Ongoing Recruitment & Coaching

- Ongoing Coaching and Support from The Retail Coach Team
- Representation of the City at Regional and National Retail Industry Events



# Retail Recruitment is a Process, Not an Event.

Through our proprietary Retail:360® Process, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.



Our Retail:360® Process identifies strengths, weaknesses, opportunities, and threats to your community's ability to attract retail and highlights your community's advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we are able to help communities build a long-term retail economic development plan.

## Market-Based Solutions

*We understand that every client community has its own unique set of development needs.*

***That's why we work with our clients to determine those needs and offer custom, tailored, data-driven solutions.***

## On-The-Ground Analysis

*Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers.*

***We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.***

## Action Plan for Growth

*We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process.*

***This partnership typically produces best results when, together, we derive short-term and long-term strategies based on market data and opportunities.***



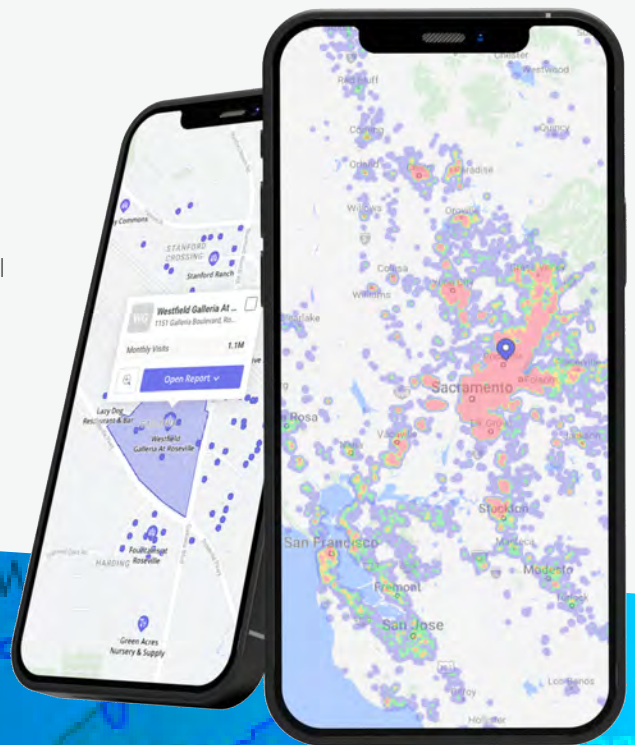
RETAIL:360®: MARKET ANALYSIS

# Understanding the La Porte Market Through High Impact Mobile Data Analysis

We will perform extensive market research and analysis to evaluate the area and the **La Porte** retail market.

Understanding your true customer base is critical to quantifying the demand for new retail and restaurant development.

We use real data collected from actual customers in your community to analyze trade area boundaries, competitive markets, and leakage. This high confidence data allows our team to **tell your community's story** and show potential investors why they need to be in your market.



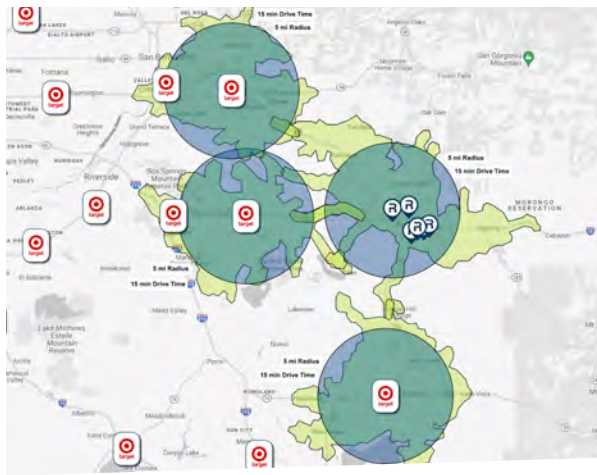
*If you aren't currently leveraging consumer mobile data, you are drastically underselling your retail market and opportunity.*

**Kelly Cofer**

Retail Coach Founder & CEO



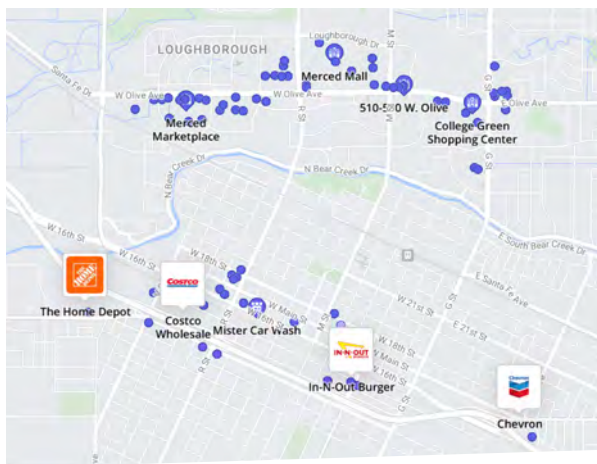
# Retail Market Analysis



## Competing Community Analysis

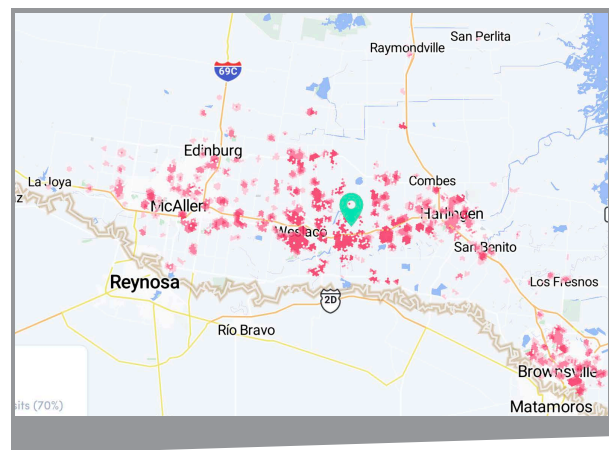
A community must have a clear understanding of the competitive nature of retail recruitment.

We will look at competing communities to identify a competitive advantage via economic and market forces that have a direct impact on retail recruitment and development in **La Porte**.



## Identification of Ancillary Issues Impacting Retail

We will work with the **City** to identify other root-cause issues of the local economy, and include recommendations for the **City** to improve opportunities.

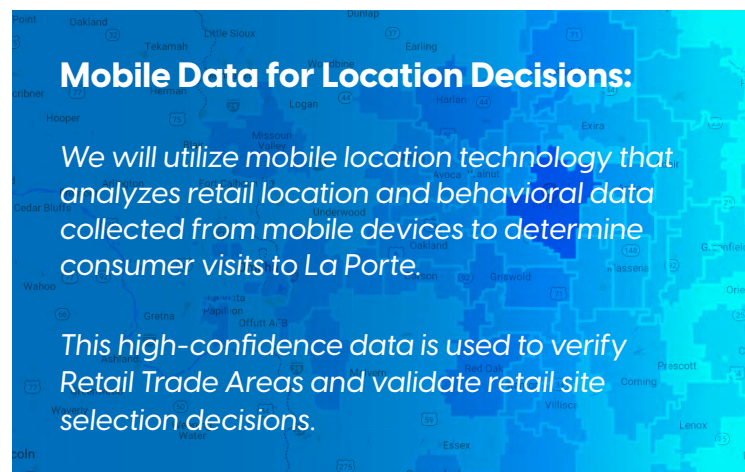


## Custom Retail Trade Area Analysis

The Retail Trade Area is the geographical area from which the community's retailers derive a majority of their business. It is the foundational piece of the retail plan and its accuracy is critical.

We utilize retail trade area data when communicating with retailers and developers to ensure that the community fully leverages the amount of shoppers coming into the community.

We will hand draw Retail Trade Areas for **La Porte** based on cell phone/GPS data from shoppers as well as on-the-ground analysis from The Retail Coach Team.







RETAIL:360®: DELIVERABLES

# Retail Market Analysis

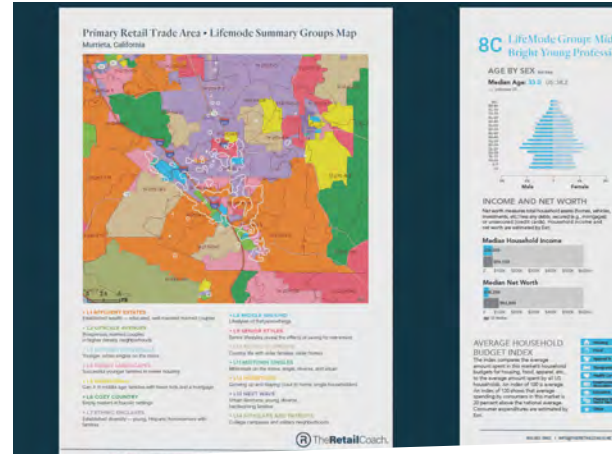


## Demographic Profiling

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection and site evaluation process. The data must be accurate, current, and readily available.

Our demographic profiles include population and projected population growth, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

**We will create comprehensive 2020 Census, 2023, and 2028 Demographic Profiles for the Retail Trade Area and La Porte.**



## Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers. Knowing the retail sectors and products that consumers demand removes a great deal of risk for an independent business.

**Based on the market segmentation system developed by ESRI, we will develop a Tapestry Segmentation Profile of the households in the Retail Trade Area.**

**This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors to understand the sectors and brands of retailers that may be of interest.**



# Retail Market Analysis



## Stakeholder Discussions

Buy-in from key community leaders and stakeholders is crucial to the retail plan. Our belief is that, "if they are not in on it and up on it - they will be down on it." One of our first meetings will be with independent businesses who may see our work as threatening. Our goal is not only to obtain buy-in, but to assist in finding prospects for available spaces and help fill vacancies.

**We will work to obtain plan buy-in from public and private stakeholders through a series of group and individual meetings. Stakeholders may include City Staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses.**





# Determining Retail Opportunities



## Retail Demand Analysis

A community is able to quantify its retail demand through a Retail Demand Analysis, which provides a summary of the primary projected retail demand growth – or opportunities – for 68 retail sectors. The analysis is ultimately used to identify recruitment targets for the community.

The Retail Demand Analysis will:

- Identify retail demand and growth opportunities for more than 68 retail sectors
- Distinguish retail sectors with the highest prospect for success and qualify their potential

**We will determine the level of retail demand for the designated Retail Trade Area and use projected demand to help identify opportunity areas and prioritize market segments for recruitment.**



# Site Marketing



## Retail Site Profile

A critical step in attracting retail is providing accurate and current information on each identified vacancy and site.

We will create a Retail Site Profile for each identified vacancy and site with current site-specific information, including:

- Location
- Aerial Photography
- Site Plan
- Demographic Profile
- Property Size & Dimensions
- Traffic Counts
- Appropriate Contact Information

# Identifying Retailers & Developers for Recruitment

## Retailer Match List

Desert Hot Springs, CA

### Apparel

Retailer / Chain	Minimum Sales (\$)	Normal Location	# Locations (Domestic)	# Locations (Domestic)	# Ex-Born
44-5500-02475	9150	5224	294	50	87
Also Closes For Loss	23630	679	407	220	89
Bath & Body	1478	67	779	88	88
Beautyline	2474	56	242	92	88
Body Basics	7037	4975	284	133	87
Body & Sporting Goods	10349	89	630	223	87
Bodyline	448	5478	78	1	78
Turnout Outfitters	6789	145	33	32	86
Wilderness Sports	4295	836	896	16	86
Wilderness	1200	10	10	10	85
Wilderness	2520	1021	196	19	82
Wilderness Outfitters	5746	1222	162	17	82
Wilderness	2032	1232	678	122	89
T. 1. Men's	4209	2219	888	17	79

### Dining

Retailer / Chain	Minimum Sales (\$)	Normal Location	# Locations (Domestic)	# Locations (Domestic)	# Ex-Born
Yale's Ice Cream	2202	1536	87	87	102
Wingstop	2084	1887	550	322	88
Wingstop Inc.	2353	932	462	183	85
One-Hundred-BIG	854	4217	137	14	87
Parsons Drive-In	854	3439	129	88	89
Pineapple Pizzeria	1654	3530	129	72	87
Waffle Grill	1234	2387	893	1903	87

### Dining (Cont)

Retailer / Chain	Minimum Sales (\$)	Normal Location	# Locations (Domestic)	# Locations (Domestic)	# Ex-Born
In-It-Out Burger	2802	1524	105	201	86
Peppercorn Chicken	2459	2475	549	48	86
Round Slices	2862	934	220	176	84
The Hub	8163	1463	324	252	84
Chili's Drive-In	4402	2974	1029	129	84
Top Coffee Shop & Tea House	1947	1471	223	146	84
Round Table Pizzeria	2640	910	482	326	83
Black Bear Drive-In	4427	827	143	84	83
Applegate's	4232	1494	598	127	83
Subway Hot Wings	4422	8482	322	14	84
Tommy's Restaurant	4474	4284	595	15	83
SOME Drive-In	1510	836	264	78	83
Wendy's	10236	397	1000	1000	83
Quik-Bite Coffee	4238	20226	166	16	83
Dunkin' Donuts	4422	2442	1354	120	83
Crescent Street Old Country Diner	8949	5271	444	6	83
Red-Bull-Gourmet Burgers	10000	1025	502	19	84
Arby's	3434	1038	3427	85	84
Chronic Tacos	105	4038	136	41	83
Circle K Inc.	1235	364	2363	89	84
Black Pizza	9533	816	322	325	85

Updated 03/2011 • June 19, 2011 • 032894-001



## Identifying Potential Retailers

The Retail Coach will target national and regional retail brands that are a good "fit" for the community. This means that the Retail Trade Area population, disposable incomes, consumer spending habits, and education levels meet the retailers' ideal location criteria.

**We will develop and review a master list of potential retailers with La Porte staff and work together to prepare a final target list of retailers for recruitment.**

This list will include retailers from our analysis as well as new retail/restaurant concepts or regional retailers and restaurants that may be a good fit for the community.

## Identifying Potential Developers

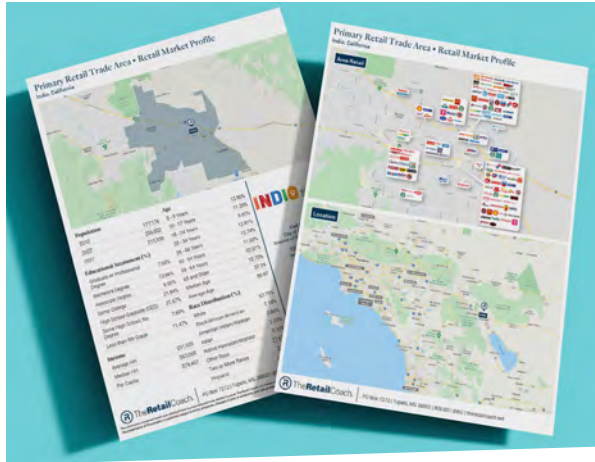
Much of our recruitment success comes from establishing a network of regional and national retail developers over the past 23 years. Developer networking and recruitment have become key components in a community's retail recruitment and development/redevelopment success.

If a higher-tier retailer were to express interest in a community, and there was not sufficient ready-to-lease properties matching their needs and brand requirements, a developer must be identified to build the interested retailer a suitable property.

We will use our network to identify retail real estate developers active in **La Porte** and the region for recruitment. We will also work with **City Staff** to contact and build relationships with developers active in the region.



# Marketing & Branding



## Retail Market Profile

To attract targeted retailers, the most critical step is to provide accurate and current community data and site-specific information on available vacancies and sites. It is important that this marketing information positively reflects the community's attributes and brand to corporate site selectors, real estate brokers, and developers, because it is essential in making initial decisions about locating in the community.

**We will develop a Retail Market Profile tailored to the specific needs of targeted retailers' essential site selection and location criteria for La Porte.**

**The profile serves as a community introduction, and includes:**

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary
- Appropriate Logo and Contact Information



## Retailer-Specific Feasibility Packages

Unlike the more general Retail Market Profile, a Retailer Feasibility Package is developed to send specifically to the real estate department or broker for individual retailers.

**We will create retailer-specific feasibility packages to address essential location criteria. These feasibility packages will include:**

- Community Overview & Demographic Profile
- Retail Site Profiles
- Location Map
- Retail Trade Area Map
- Existing Retailer Map
- Retail Location Map
- Retail Trade Area Demographic & Psychographic Profiles
- Retail Trade Area Demand Analysis Summary
- Area Traffic Generators
- Appropriate Logo and Contact Information



RETAIL:360®: DELIVERABLES

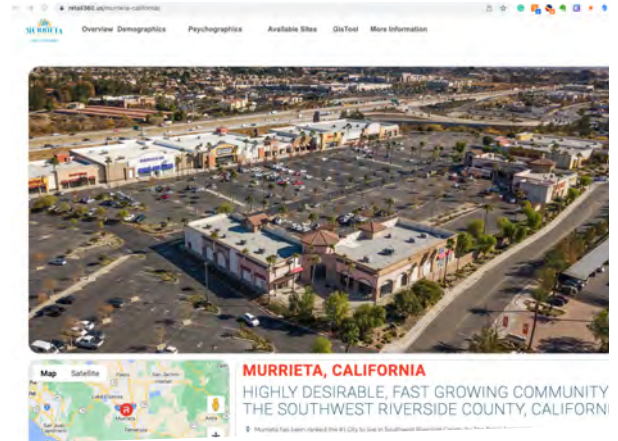
# Marketing & Branding



## Developer Opportunity Package

Our team creates a Developer Opportunity Package to send specifically to retail developers active in the community and/or region to spark their interest in retail opportunities.

**We will create a Developer Opportunity Package to highlight opportunities in La Porte.**



## Online Retail Dashboard

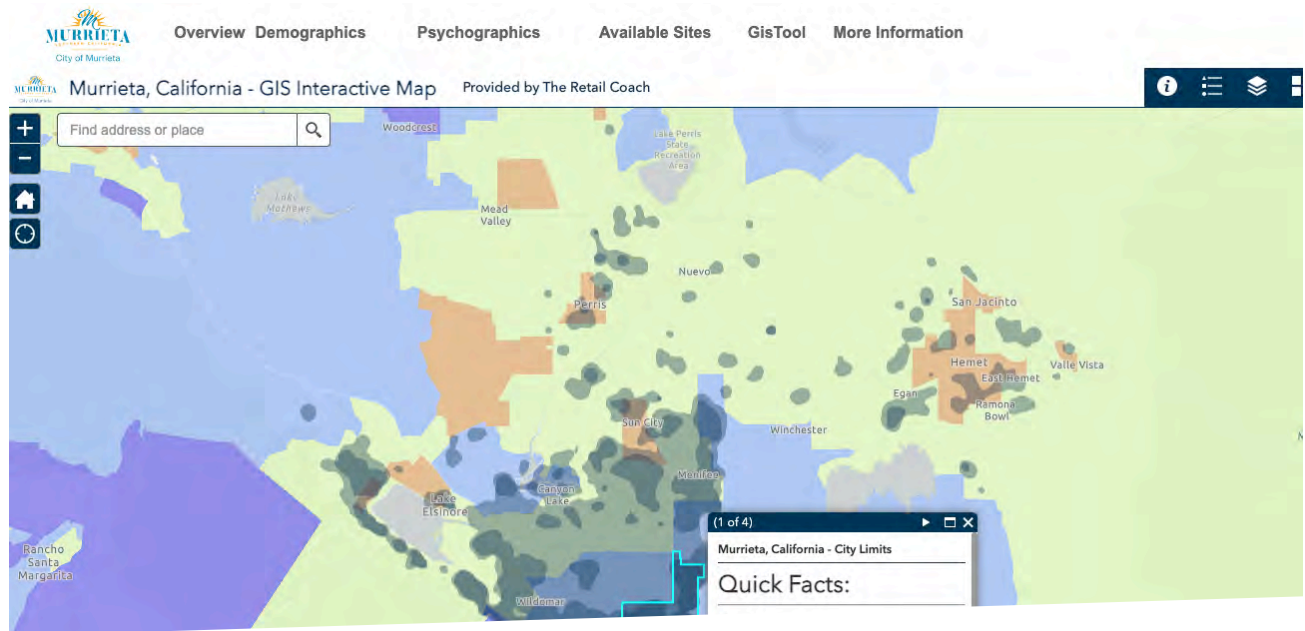
Being able to quickly and easily access and share retail opportunity information greatly increases a community's opportunity for success. To assist with this, we develop a custom online retail dashboard that can be accessed online anytime through a branded Retail:360® link.

**We will create a Retail:360® Retail Dashboard for La Porte which will be available for visual presentation and easy downloading of all data sets and marketing information. With a few clicks, retailers, brokers and developers can learn about your community's retail potential like never before.**





# Marketing & Branding



## Interactive Site Mapping

Retail site selectors do much of their research while in hotel rooms and in airports, so a visual GIS platform that streamlines data and sites into one interactive and centralized location is a powerful tool.

We will develop a concise, easy-to-access, interactive site mapping platform for **La Porte** along with the preloaded prime vacancies and development/redevelopment sites that we will be marketing.

Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level, to meet the needs of each individual user – whether they be a retailer, developer, or even a local entrepreneur.





# Recruiting Retailers & Developers

## Recruitment of Retailers

The Retail Coach is the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. Twenty years and 650 projects later, the recruitment of retailers remains one of the primary metrics of success. Today, our experience has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

**We will actively recruit retailers and restaurants on La Porte's behalf:**

1. Introductory emails and retail market profile are sent to each targeted retailer
2. Personal phone calls are placed to measure interest level
3. Personal emails and retailer feasibility packages are sent to each targeted retailer
4. Personal emails and retail site profiles for prime vacancies are sent to the appropriate targeted retailers
5. Personal emails are sent to inform targeted retailers of significant market changes
6. Personal emails are sent to decision makers once per quarter to continue seeking responses regarding their interest level in the community
7. A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities

## Recruitment of Developers

Much of our recruitment success comes from having established a network of national retail developers over the past 23 years. Oftentimes, a retailer may have interest in a community, only to find that suitable "for lease" properties do not exist.

**We will actively recruit developers on La Porte's behalf. Our developer recruitment process includes:**

1. Introductory emails and opportunity packages are sent to developers
2. Personal phone calls are placed to measure interest level
3. Personal emails are sent to inform developers of the status of interested retailers, and any significant market changes
4. A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities



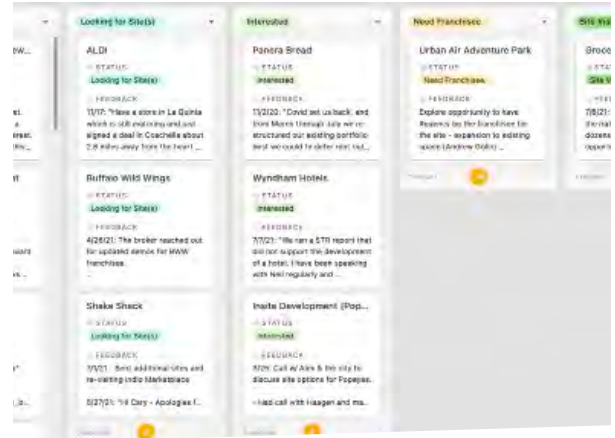
# Recruiting Retailers & Developers



## Retail Conferences

We help communities connect with retailers and developers at retail conferences such as the annual ICSC Recon Conference and other regional events.

**We will assist in marketing La Porte's vacancies and sites, to retailers, developers, and brokers at retail industry conferences.**



## Retail Recruitment Dashboard

As part of our recruitment process, we provide access to a real-time recruitment dashboard where City staff can see which retailers are being recruited, the latest touch points with each, and contacts we are actively communicating with along with their interest level in the community.

**Once recruitment has begun, we will set up a recurring monthly meeting with staff to review ongoing recruitment activity, feedback received from prospects, and any additional next steps or follow up items needed to advance recruitment with interested retailers.**



# Ongoing Retail Coaching



## Retail Coaching

We partner with communities on a long-term basis and are available when clients have questions, new ideas, or need access to GIS mapping and current data statistics. We are also available if clients need to brainstorm opportunities as the community grows and develops.

**We will provide ongoing coaching and support for retail recruitment activities for La Porte.**



# Retail Recruitment & Development Strategy

**\$32,000**

*Plus up to \$1,000 in reimbursable expenses.*

*Not to Exceed Price:*

**\$33,000**

## **Includes:**

- 12 Month Partnership
- Analyzing the La Porte Retail Market
- Determining Retail Opportunities
- Site Marketing
- Identifying Retailers & Developers for Recruitment
- Marketing & Branding
- Actively Recruiting Retailers & Developers
- Ongoing Retail Recruitment & Coaching

## **Work Fees:**

The total fee for completion of this work is

**\$32,000** payable in (3) three installments:

- **\$10,000** upon execution of contract;
- **\$12,000** in 90 days.
- **\$10,000** on 180 days.

*Work fees are payable within 30 days of receiving invoice.*

## **Reimbursable Project Expenses:**

It is estimated that reimbursable expenses will not exceed **\$1,000**.

### **Reimbursable expenses include:**

1. All travel costs;
2. Cost of special renderings and maps, if any;
3. Cost of copies for reports and maps/drawings; and
4. Cost of shipping expenses, if any

*Project expenses are payable within 30 days of receiving expense invoice.*

## **Optional Contract Extension:**

If La Porte elects to extend the agreement, the additional fee shall be

**\$25,000** for each additional 12 month period of data updates, recruitment, and coaching.

## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) is made by and between the City of La Porte (“Client”) and The Retail Coach, LLC, a limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

### RECITALS:

**WHEREAS**, Client desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist Client in completing a Retail Recruitment and Development Strategy (the “Project”); and

**WHEREAS**, the Professional desires to render professional services for Client on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

### Article I Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to Client all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the Client in accordance with this Agreement prior to such termination.

### Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the

Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

### **Article III Schedule of Work**

The Professional agrees to complete the required services in accordance with the Scope of Services outlined in Exhibit "A".

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of thirty-three thousand dollars (\$33,000).

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should Client require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

### **Article VI Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of Client. In the event of an assignment by the Professional to which the Client has consented, the assignee shall agree in writing with Client to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement.



6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Client:

Attn: Matt Daeumer, MS, CPM  
Assistant City Manager  
604 W. Fairmont  
La Porte, Texas 77571

If intended for Professional:

Attn: Aaron Farmer  
President  
The Retail Coach, LLC  
PO Box 7272  
Tupelo, MS 38802

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- (b) A certificate of insurance evidencing the required insurance shall be submitted prior to commencement of services and upon request by Client.

6.10 Indemnification. CLIENT SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CLIENT, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CLIENT") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR BREACH OF CLIENT'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CLIENT FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CLIENT, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CLIENT ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR

REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT.  
THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

*[Signature Page to Follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**City of La Porte**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**The Retail Coach, LLC**

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

Name: Aaron Farmer

Title: President

**EXHIBIT “A”**  
**Scope of Services**

July 6, 2023



# Retail Recruitment & Development Strategy

Proposal for:

The City of La Porte, Texas

Submitted by:



TheRetailCoach.net | Austin, TX | (800) 851-0962







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# Bringing the Right Retail Mix to La Porte

The Retail Coach is submitting this proposal for Retail Market Analysis & Recruitment Services for La Porte.

Our goal is not only to aid the City in preparing and executing a Retail Market Analysis and comprehensive Recruitment Strategy, but to also assist the City in its efforts to capture sales tax leakage and further improve quality of life for residents by bringing in new retail, restaurant, entertainment, and service options.

**The most important aspect of any Retail Market Analysis is its ultimate application and resulting impacts.** Our approach has always been action-oriented to ensure that market reports are not placed on a shelf to collect dust. Working with all project team members, local stakeholders, and public officials is a critical component in which The Retail Coach is experienced and well-equipped to execute.

## Goals & Objectives:

- Research and analyze the La Porte retail market to identify retail gaps and growth opportunities.
- Determine La Porte's unique, viable retail market potential.
- Identify key retail and restaurant targets that align with the City's vision for growth.
- Recruit targeted retailers and restaurants through proactive outreach efforts and retail conference representation.
- Act as an extension of City staff to provide recruitment services and coaching for retail economic development initiatives.

# We Recruit Retail.

For more than **23** years, The Retail Coach has been the premier national retail recruitment partner for municipalities, economic development organizations, and development firms.

We are the nation's leading retail recruitment, market analysis, and development firm. Our approach combines **strategy, technology, and creative marketing** to execute high-impact retail recruitment strategies for local governments, chambers of commerce, and economic development organizations.

Having worked more than 650 assignments in more than 40 states, our recruitment approach is simple - **do what you say you are going to do, do it at the highest level possible, and constantly communicate findings and results to our clients.** This approach has proven successful, leading to multiple assignments with more than 90% of our clients.

## PROVEN SUCCESS FOR CLIENT COMMUNITIES



### 6 Million +

#### SQUARE FEET OF NEW RETAIL RECRUITED

We have recruited more than 6 million square feet of new retail to client communities in the past 5 years.



### \$600 Million

#### IN SALES TAX GENERATED

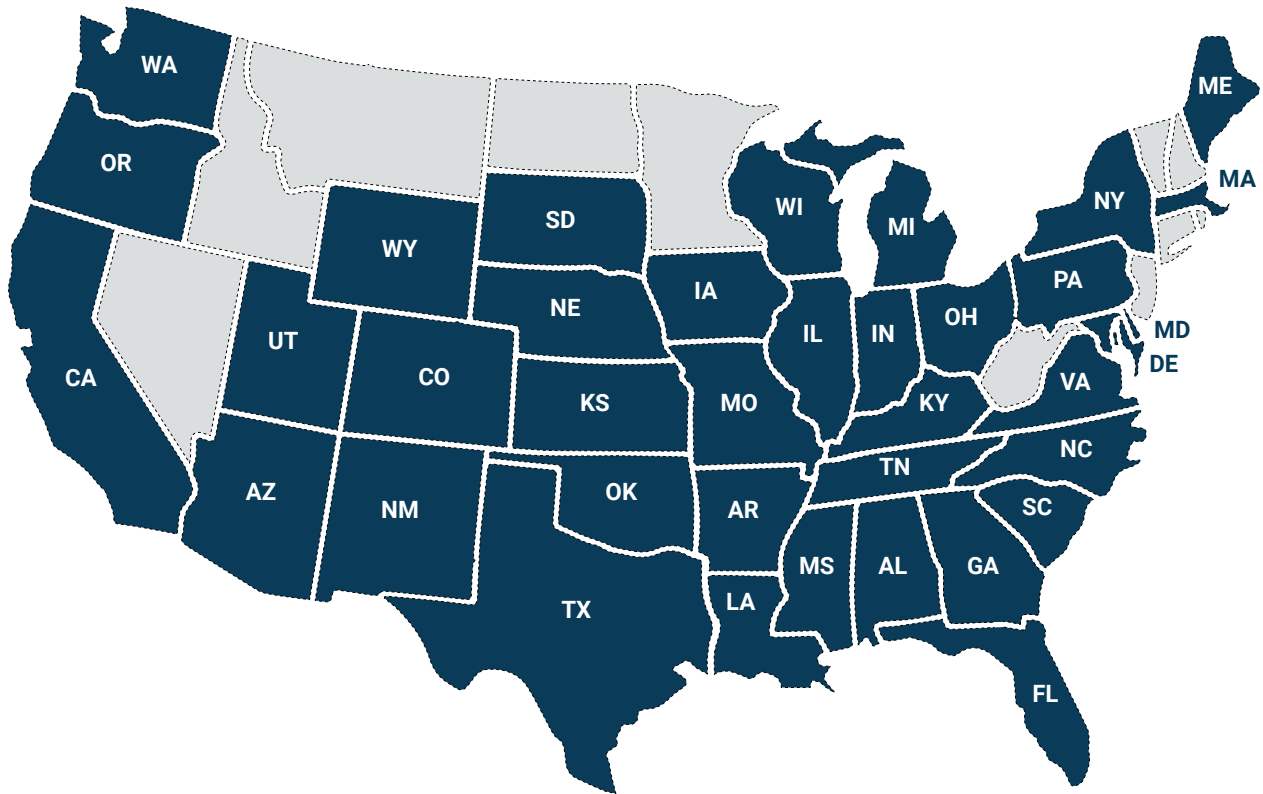
Our work has generated more than \$600 Million in sales tax for our client communities in the past 5 years.



### 90%

#### REPEAT CLIENT RATE

90% of our clients choose to continue working with us after the initial contract.



# We Have Served More than 650 Client Communities Across 40 states.

**650+**  
Communities  
Served

**40**  
States We've  
Worked In

## National Expertise. Local Focus.

Our work throughout the country allows our team to stay current on retail trends and deepen our relationships with national and regional brands.

These relationships create unique opportunities for our client communities. When brands begin planning to expand into new markets, we are often one of the first to know and retailers/brokers will often look to our client list or ask our team for prospective markets to consider.

**90%**  
Repeat Client  
Rate

# More Than 6 Million SF of New Retail Recruited in the Last 5 Years

Our proven Retail:360® Process has been instrumental in recruiting new retailers and developers to our client communities.

## RECENT RECRUITMENT SUCCESSES



PLUS HUNDREDS MORE THROUGHOUT THE COUNTRY







# What Makes Us Different?

## Experienced & Connected

We pioneered the retail recruitment industry more than 20 years ago and leverage more than two decades of experience and relationships to help drive retail growth in your community.

## Our Team is Your Team

We take a partnership approach and become an extension of your team. Our clients are invited to participate in the recruitment process, allowing you to learn and expand your network.

## Full Transparency

We track recruitment activity and prospect feedback in your custom retail recruitment dashboard and host monthly calls with your team to keep you updated on progress.

## We are Consultants. Not Brokers.

We pride ourselves on being consultants, not brokers.

***We only do what is in the best interest of our client communities and their future growth. We don't take shortcuts or go with the path of least resistance to fill retail spaces.***

RECOGNIZED AS LEADING INDUSTRY EXPERTS AND FEATURED PRESENTERS FOR:







## OUR TEAM

# Your Project Team

### LEADERSHIP & PROJECT STRATEGY



**Kelly Cofer**  
Founder & CEO



**Aaron Farmer**  
President

*PROJECT LEAD*

With more than 50 combined years of retail development experience, Kelly and Aaron play an integral role in every project for The Retail Coach. This includes in-depth market analyses, recruitment strategies, and development plans for our clients.

### RETAILER RECRUITMENT



**Cary Everitt**  
Recruitment Specialist



**Caroline Harrellson**  
Recruitment Specialist

Cary and Caroline manage our relationships with national and regional retailers, brokers, site selectors, and developers. They execute our recruitment process, including the site submission process and capturing retailer feedback.

### DATA & MARKET RESEARCH



**Matthew Lautensack**  
Director of Research & Development

Matthew uses cutting-edge, GPS-based market data to pinpoint true opportunity in retail markets. He provides the latest retail trade area data and prepares our clients' market reports, data sets, and assists with GIS mapping.

### ADMINISTRATIVE SUPPORT



**Nancy Dees**  
Director of Finance



**Rylee Lefever**  
Marketing Manager

Nancy and Rylee support all projects by managing client invoicing and contract needs as well as marketing, promotional, and graphic design support.



## BIOS - KEY PROJECT PERSONNEL



### **Aaron Farmer** | President

Aaron manages all of The Retail Coach's projects in [State] and will be the primary point of contact for this project.

Aaron Farmer brings to The Retail Coach knowledge of the most current research on retail and marketing trends. Prior to joining The Retail Coach, Mr. Farmer was employed in marketing research and retail development where he worked on projects for some of America's leading retailers and restaurants including FedEx, Kinkos, Sally Beauty Supply, Adidas, Concentra and the National American Association of Subway Franchises.

His expertise touches each step of a project from the initial trade area determination to the actual recruitment of retailers. Mr. Farmer holds a degree in Marketing from The Mays Business School at Texas A&M University and an MBA from Texas A&M University – Commerce.



### **Kelly Cofer** | Founder & CEO

C. Kelly Cofer leads The Retail Coach with more than 30 years of experience in all aspects of retail real estate and economic development.

Kelly's professional background encompasses market research and site selection, advisory and leasing services, and property brokerage and development for leading national retailers and restaurants in more than 150 cities throughout the United States.

He has earned the prestigious Certified Commercial Investment Member (CCIM) designation from the Chicago-based Commercial Investment Real Estate Institute and attended the Economic Development Institute at the University of Oklahoma. Kelly holds a Bachelor of Science degree from Texas A&M University in College Station.



### **Cary Everitt** | Retail Recruitment Specialist

Cary manages The Retail Coach's relationships with retailers, site selectors, and key decision makers for retailers, restaurants, hotels, and developers.

He works with your Project Director to ensure that we are presenting the best information possible when recruiting for client communities and follows up with prospects to make sure that your community is staying at the top of mind as brands look for new markets.

Mr. Everitt works throughout projects to provide monthly updates on recruitment activity and communicates feedback received throughout the process.



# Scope of Work & Deliverables

## 1: Retail Market Analysis

- Competing Communities Analysis
- Custom Retail Trade Area Map
- Retail Trade Area Demographic Profile
- Retail Trade Area Psychographic Profile
- City Demographic Profile
- Discussions with Key Community and Business Stakeholders

## 2: Determining Retail Opportunities

- Retail Demand Analysis
- Retail Void Analyses for Key Vacancies and Available Retail Sites

## 3: Site Marketing

- Retail Site Profiles for Available Retail Sites

## 4: Identifying Retailers & Developers for Recruitment

- Target List of Retailers and Restaurants with Contact Information
- Target List of Developers with Contact Information

## 5: Marketing & Branding

- Retail Market Profile
- Customized Retailer Feasibility Packages
- Developer Opportunity Package
- Online Retail Dashboard (Retail:360® Website)
- Interactive Site Mapping

## 6: Recruitment of Retailers & Developers

- Retail Recruitment Plan
- Retailer & Developer Recruitment Status Dashboard
- Monthly Recruitment Updates from Retail Coach Project Team

## 7: Ongoing Recruitment & Coaching

- Ongoing Coaching and Support from The Retail Coach Team
- Representation of the City at Regional and National Retail Industry Events



# Retail Recruitment is a Process, Not an Event.

Through our proprietary Retail:360® Process, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.



Our Retail:360® Process identifies strengths, weaknesses, opportunities, and threats to your community's ability to attract retail and highlights your community's advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we are able to help communities build a long-term retail economic development plan.

## Market-Based Solutions

We understand that every client community has its own unique set of development needs.

**That's why we work with our clients to determine those needs and offer custom, tailored, data-driven solutions.**

## On-The-Ground Analysis

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers.

**We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.**

## Action Plan for Growth

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process.

**This partnership typically produces best results when, together, we derive short-term and long-term strategies based on market data and opportunities.**



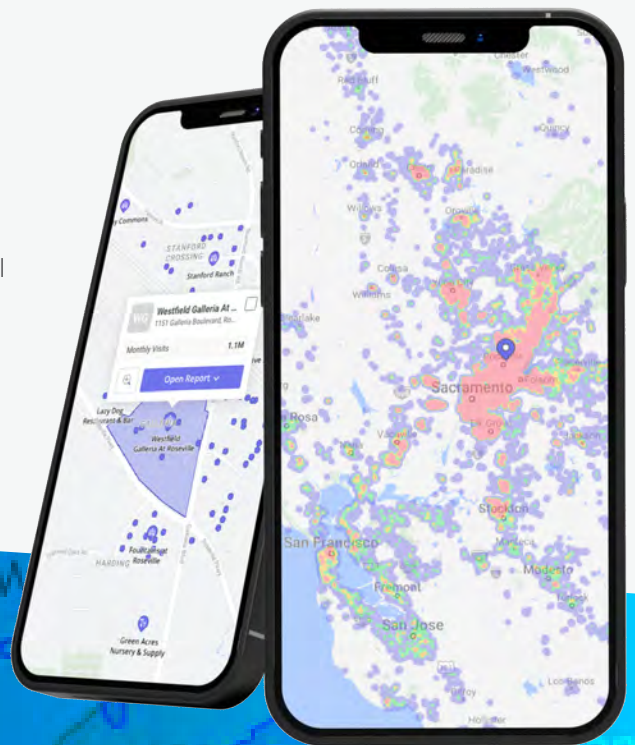
RETAIL:360®: MARKET ANALYSIS

# Understanding the La Porte Market Through High Impact Mobile Data Analysis

We will perform extensive market research and analysis to evaluate the area and the **La Porte** retail market.

Understanding your true customer base is critical to quantifying the demand for new retail and restaurant development.

We use real data collected from actual customers in your community to analyze trade area boundaries, competitive markets, and leakage. This high confidence data allows our team to **tell your community's story** and show potential investors why they need to be in your market.



*If you aren't currently leveraging consumer mobile data, you are drastically underselling your retail market and opportunity.*

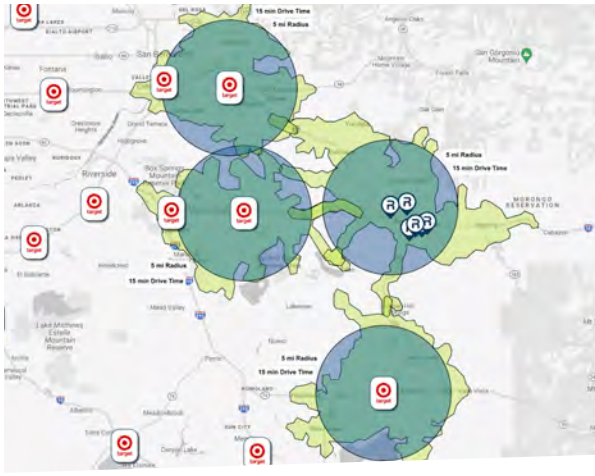
**Kelly Cofer**

Retail Coach Founder & CEO





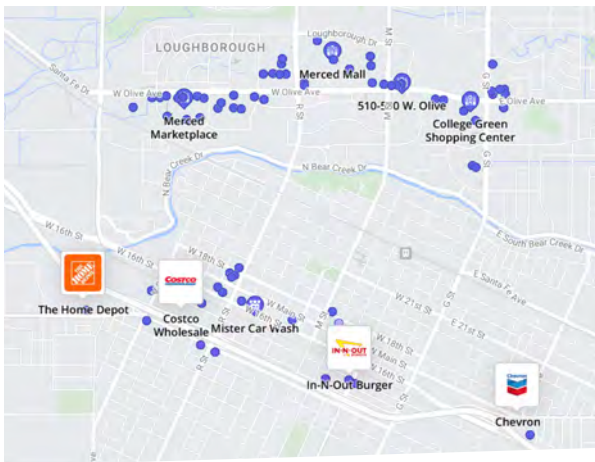
# Retail Market Analysis



## Competing Community Analysis

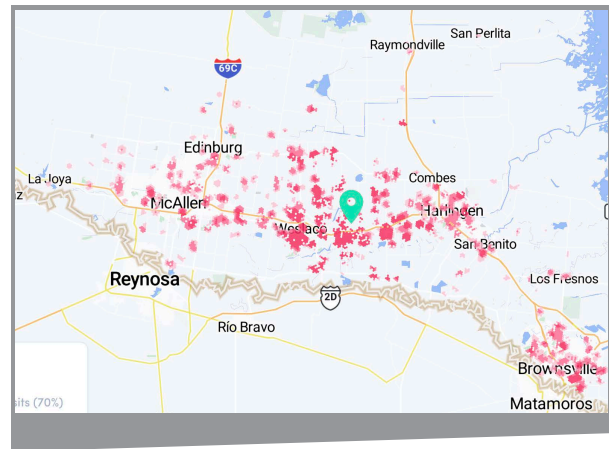
A community must have a clear understanding of the competitive nature of retail recruitment.

We will look at competing communities to identify a competitive advantage via economic and market forces that have a direct impact on retail recruitment and development in **La Porte**.



## Identification of Ancillary Issues Impacting Retail

We will work with the **City** to identify other root-cause issues of the local economy, and include recommendations for the **City** to improve opportunities.

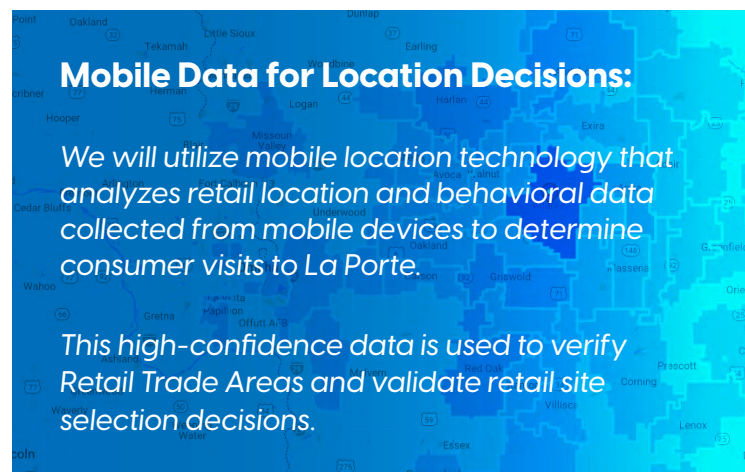


## Custom Retail Trade Area Analysis

The Retail Trade Area is the geographical area from which the community's retailers derive a majority of their business. It is the foundational piece of the retail plan and its accuracy is critical.

We utilize retail trade area data when communicating with retailers and developers to ensure that the community fully leverages the amount of shoppers coming into the community.

We will hand draw Retail Trade Areas for **La Porte** based on cell phone/GPS data from shoppers as well as on-the-ground analysis from The Retail Coach Team.



## Mobile Data for Location Decisions:

We will utilize mobile location technology that analyzes retail location and behavioral data collected from mobile devices to determine consumer visits to **La Porte**.

This high-confidence data is used to verify Retail Trade Areas and validate retail site selection decisions.





RETAIL:360®: DELIVERABLES

# Retail Market Analysis

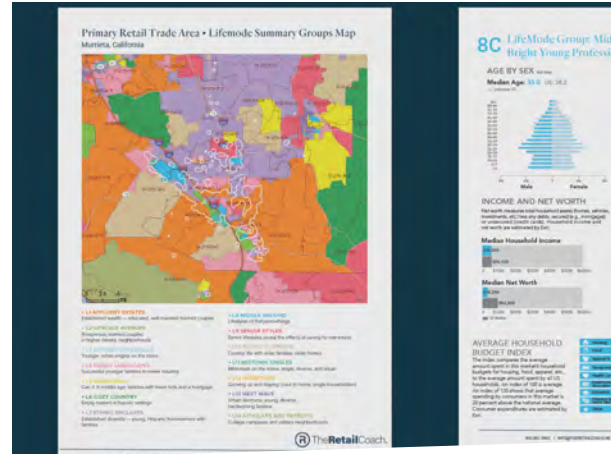


## Demographic Profiling

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection and site evaluation process. The data must be accurate, current, and readily available.

Our demographic profiles include population and projected population growth, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

**We will create comprehensive 2020 Census, 2023, and 2028 Demographic Profiles for the Retail Trade Area and La Porte.**



## Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers. Knowing the retail sectors and products that consumers demand removes a great deal of risk for an independent business.

**Based on the market segmentation system developed by ESRI, we will develop a Tapestry Segmentation Profile of the households in the Retail Trade Area.**

**This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors to understand the sectors and brands of retailers that may be of interest.**



# Retail Market Analysis



## Stakeholder Discussions

Buy-in from key community leaders and stakeholders is crucial to the retail plan. Our belief is that, "if they are not in on it and up on it - they will be down on it." One of our first meetings will be with independent businesses who may see our work as threatening. Our goal is not only to obtain buy-in, but to assist in finding prospects for available spaces and help fill vacancies.

**We will work to obtain plan buy-in from public and private stakeholders through a series of group and individual meetings. Stakeholders may include City Staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses.**



# Determining Retail Opportunities



## Retail Demand Analysis

A community is able to quantify its retail demand through a Retail Demand Analysis, which provides a summary of the primary projected retail demand growth – or opportunities – for 68 retail sectors. The analysis is ultimately used to identify recruitment targets for the community.

The Retail Demand Analysis will:

- Identify retail demand growth opportunities for more than 68 retail sectors
- Distinguish retail sectors with the highest prospect for success and qualify their potential

**We will determine the level of retail demand for the designated Retail Trade Area and use projected demand to help identify opportunity areas and prioritize market segments for recruitment.**



# Site Marketing



## Retail Site Profile

A critical step in attracting retail is providing accurate and current information on each identified vacancy and site.

We will create a Retail Site Profile for each identified vacancy and site with current site-specific information, including:

- Location
- Aerial Photography
- Site Plan
- Demographic Profile
- Property Size & Dimensions
- Traffic Counts
- Appropriate Contact Information

# Identifying Retailers & Developers for Recruitment

[illegible]

## Identifying Potential Retailers

The Retail Coach will target national and regional retail brands that are a good "fit" for the community. This means that the Retail Trade Area population, disposable incomes, consumer spending habits, and education levels meet the retailers' ideal location criteria.

**We will develop and review a master list of potential retailers with La Porte staff and work together to prepare a final target list of retailers for recruitment.**

This list will include retailers from our analysis as well as new retail/restaurant concepts or regional retailers and restaurants that may be a good fit for the community.

## Identifying Potential Developers

Much of our recruitment success comes from establishing a network of regional and national retail developers over the past 23 years. Developer networking and recruitment have become key components in a community's retail recruitment and development/redevelopment success.

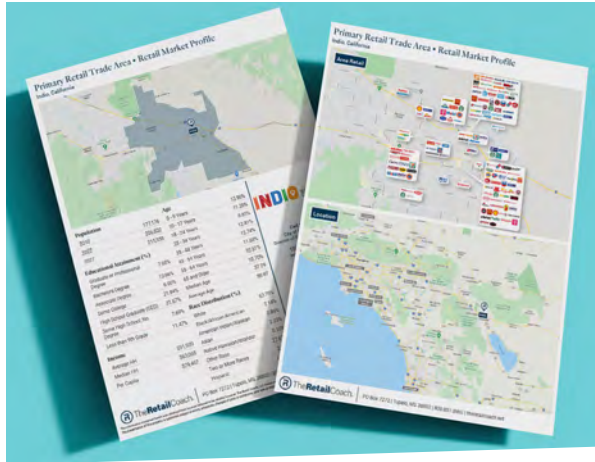
If a higher-tier retailer were to express interest in a community, and there was not sufficient ready-to-lease properties matching their needs and brand requirements, a developer must be identified to build the interested retailer a suitable property.

We will use our network to identify retail real estate developers active in **La Porte** and the region for recruitment. We will also work with **City Staff** to contact and build relationships with developers active in the region.





# Marketing & Branding



## Retail Market Profile

To attract targeted retailers, the most critical step is to provide accurate and current community data and site-specific information on available vacancies and sites. It is important that this marketing information positively reflects the community's attributes and brand to corporate site selectors, real estate brokers, and developers, because it is essential in making initial decisions about locating in the community.

**We will develop a Retail Market Profile tailored to the specific needs of targeted retailers' essential site selection and location criteria for La Porte.**

**The profile serves as a community introduction, and includes:**

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary
- Appropriate Logo and Contact Information



## Retailer-Specific Feasibility Packages

Unlike the more general Retail Market Profile, a Retailer Feasibility Package is developed to send specifically to the real estate department or broker for individual retailers.

**We will create retailer-specific feasibility packages to address essential location criteria. These feasibility packages will include:**

- Community Overview & Demographic Profile
- Retail Site Profiles
- Location Map
- Retail Trade Area Map
- Existing Retailer Map
- Retail Location Map
- Retail Trade Area Demographic & Psychographic Profiles
- Retail Trade Area Demand Analysis Summary
- Area Traffic Generators
- Appropriate Logo and Contact Information





RETAIL:360®: DELIVERABLES

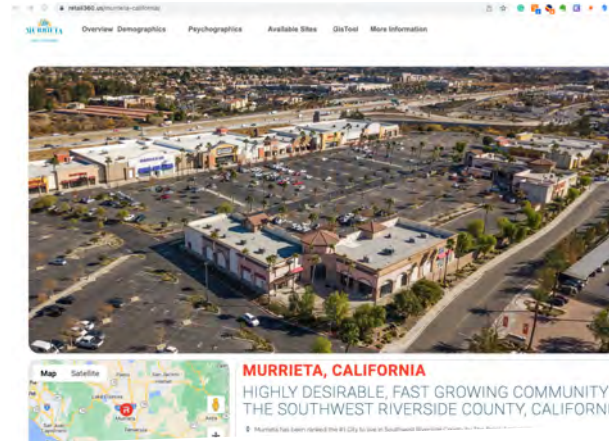
# Marketing & Branding



## Developer Opportunity Package

Our team creates a Developer Opportunity Package to send specifically to retail developers active in the community and/or region to spark their interest in retail opportunities.

**We will create a Developer Opportunity Package to highlight opportunities in La Porte.**



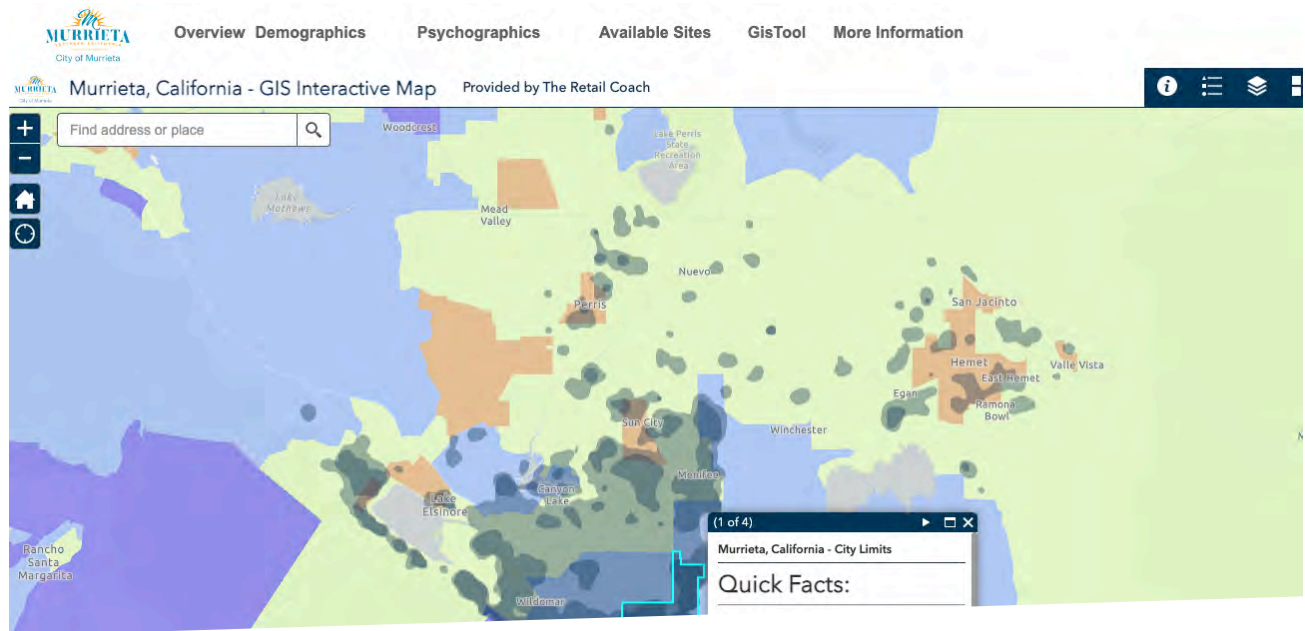
## Online Retail Dashboard

Being able to quickly and easily access and share retail opportunity information greatly increases a community's opportunity for success. To assist with this, we develop a custom online retail dashboard that can be accessed online anytime through a branded Retail:360® link.

**We will create a Retail:360® Retail Dashboard for La Porte which will be available for visual presentation and easy downloading of all data sets and marketing information. With a few clicks, retailers, brokers and developers can learn about your community's retail potential like never before.**



# Marketing & Branding



## Interactive Site Mapping

Retail site selectors do much of their research while in hotel rooms and in airports, so a visual GIS platform that streamlines data and sites into one interactive and centralized location is a powerful tool.

We will develop a concise, easy-to-access, interactive site mapping platform for **La Porte** along with the preloaded prime vacancies and development/redevelopment sites that we will be marketing.

Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level, to meet the needs of each individual user – whether they be a retailer, developer, or even a local entrepreneur.



# Recruiting Retailers & Developers

## Recruitment of Retailers

The Retail Coach is the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. Twenty years and 650 projects later, the recruitment of retailers remains one of the primary metrics of success. Today, our experience has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

**We will actively recruit retailers and restaurants on La Porte's behalf:**

1. Introductory emails and retail market profile are sent to each targeted retailer
2. Personal phone calls are placed to measure interest level
3. Personal emails and retailer feasibility packages are sent to each targeted retailer
4. Personal emails and retail site profiles for prime vacancies are sent to the appropriate targeted retailers
5. Personal emails are sent to inform targeted retailers of significant market changes
6. Personal emails are sent to decision makers once per quarter to continue seeking responses regarding their interest level in the community
7. A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities

## Recruitment of Developers

Much of our recruitment success comes from having established a network of national retail developers over the past 23 years. Oftentimes, a retailer may have interest in a community, only to find that suitable "for lease" properties do not exist.

**We will actively recruit developers on La Porte's behalf. Our developer recruitment process includes:**

1. Introductory emails and opportunity packages are sent to developers
2. Personal phone calls are placed to measure interest level
3. Personal emails are sent to inform developers of the status of interested retailers, and any significant market changes
4. A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities



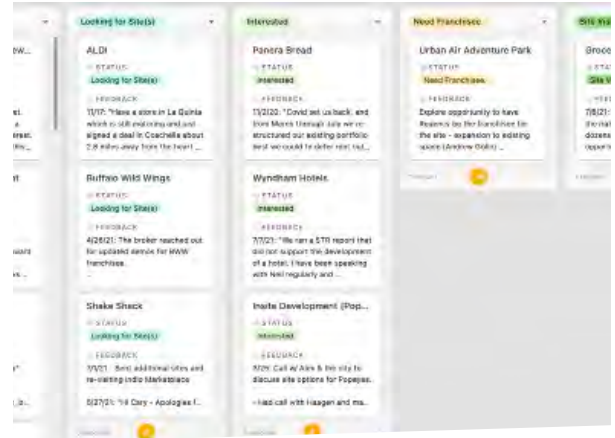
# Recruiting Retailers & Developers



## Retail Conferences

We help communities connect with retailers and developers at retail conferences such as the annual ICSC Recon Conference and other regional events.

**We will assist in marketing La Porte's vacancies and sites, to retailers, developers, and brokers at retail industry conferences.**



## Retail Recruitment Dashboard

As part of our recruitment process, we provide access to a real-time recruitment dashboard where City staff can see which retailers are being recruited, the latest touch points with each, and contacts we are actively communicating with along with their interest level in the community.

**Once recruitment has begun, we will set up a recurring monthly meeting with staff to review ongoing recruitment activity, feedback received from prospects, and any additional next steps or follow up items needed to advance recruitment with interested retailers.**



# Ongoing Retail Coaching



## Retail Coaching

We partner with communities on a long-term basis and are available when clients have questions, new ideas, or need access to GIS mapping and current data statistics. We are also available if clients need to brainstorm opportunities as the community grows and develops.

**We will provide ongoing coaching and support for retail recruitment activities for La Porte.**



# Retail Recruitment & Development Strategy

**\$32,000**

*Plus up to \$1,000 in reimbursable expenses.*

*Not to Exceed Price:*

**\$33,000**

## **Includes:**

- 12 Month Partnership
- Analyzing the La Porte Retail Market
- Determining Retail Opportunities
- Site Marketing
- Identifying Retailers & Developers for Recruitment
- Marketing & Branding
- Actively Recruiting Retailers & Developers
- Ongoing Retail Recruitment & Coaching

## **Work Fees:**

The total fee for completion of this work is

**\$32,000** payable in (3) three installments:

- **\$10,000** upon execution of contract;
- **\$12,000** in 90 days.
- **\$10,000** on 180 days.

*Work fees are payable within 30 days of receiving invoice.*

## **Reimbursable Project Expenses:**

It is estimated that reimbursable expenses will not exceed **\$1,000**.

### **Reimbursable expenses include:**

1. All travel costs;
2. Cost of special renderings and maps, if any;
3. Cost of copies for reports and maps/drawings; and
4. Cost of shipping expenses, if any

*Project expenses are payable within 30 days of receiving expense invoice.*

## **Optional Contract Extension:**

If La Porte elects to extend the agreement, the additional fee shall be

**\$25,000** for each additional 12 month period of data updates, recruitment, and coaching.





## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: 10/09/23  
Requested By: Darren Withers, IT Manager  
Department: IT Division  
☒ Report   ☐ Resolution   ☐ Ordinance

**Exhibits:** CentralSquare invoice

Appropriation	
Source of Funds:	
Account Number:	<u>001-6066-519-5007</u>
Amount Budgeted:	<u>\$310,000.00</u>
Amount Requested:	<u>\$308,061.60</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

### SUMMARY & RECOMMENDATION

Since January 1, 2014, the City of La Porte has employed the ONESolution ERP (Enterprise Resource Planning) system from CentralSquare for managing all financial records. The existing agreement is set to conclude on September 30, 2023. Following this, the City plans to renew the contract for a twelve (12) month period, spanning from October 1, 2023, to September 30, 2024. The total cost for this renewed agreement stands at \$308,061.60, with the monthly installments being \$25,671.80, marking a 10.5% increase.

### STRATEGIC PLAN STRATEGY AND GOAL

**Governance.** The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement. IT will provide technical assistance and services to all city departments as part of this goal.

**Infrastructure and Facilities.** The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens. IT will provide technical assistance and services to all city departments as part of this goal.

### ACTION REQUIRED BY CITY COUNCIL

**Authorize the City Manager to execute a renewal agreement with CentralSquare for the ONESolution Enterprise Resource Planning (ERP) software in the amount of \$308,061.60.**

**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2023

Requested By: Ray Mayo, Director

Department: Public Works

☐ Report ☐ Resolution ☒ Ordinance

**Exhibits:** Site Plan; Aerial view; G&H Agreement with San Jac Maritime; WSA / SSA Policy; Flowchart for WSA; Application for Water and Sewer Service; Water Service Agreement; Ordinance 2023-3951

### Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

## SUMMARY & RECOMMENDATION

G & H Towing Company, a harbor tug company, has approached the City of La Porte for domestic water service to serve their tugboat docking facility located at 3700 Old Highway 146 outside the La Porte City limits and within City of Pasadena. The company expects to employ up to 30 full-time positions at this site, for the purpose of ship guidance along the Houston Ship Channel area. The site of the dock is adjacent to the San Jacinto College Maritime Center. The Maritime Center has an operations agreement with G&H to establish the parking lot and tugboat dock on their property. The initial term of that agreement expires on April 4, 2031, with the potential for two (2) additional 5-year renewal terms. The current Interlocal Water Service Agreement established with San Jacinto College District, prohibits the District from extending service lines to serve other parties.

City Council has approved a policy to provide water and sanitary sewer service to users located outside the city limits and within the City's industrial districts (ETJ). This policy was followed to establish the existing Water and Sanitary Sewer Service Agreements with San Jacinto College District. Most applicants maintain an Industrial District Agreement (IDA) with the City of La Porte. This is not the case with San Jacinto College Maritime Center, since the property is within Pasadena Industrial District. In this area Pasadena had no utilities available to serve the tract. Administrative fees in the amount of \$5,000 for the water service agreement will be received from the company. Currently, 25% of the fees have been collected from the applicant.

Based on G&H Towing's stated demand for domestic uses, the average monthly volume for potable water is 45,750 gallons. Given the nature of their business, the actual usage is estimated at 100,000 gallons per month. G&H has requested that an additional 54,250 gallons be authorized as washdown water. This amount can be authorized by Council under Exhibit A, amendment to the agreement, to provide a total monthly allotment of 100,000 gallons. In the event the additional water is authorized,

G&H Towing has agreed to provide an additional \$1500.00 administrative fee. This is the amount that would be equal to a regular service agreement with 100,000 gallons usage per month. Under the terms of the policy, G&H Towing will pay one and one-half (1-1/2) times the City's current utility rate for service. If the monthly allotment is exceeded, the customer will pay two (2) times the City's current utility rate.

The terms of the G&H Towing Water Service Agreement will expire on December 31, 2031, and shall be automatically extended for successive one-year terms, unless the City or Company terminate the agreement. This provision is noted in both agreements since there is no Industrial District Agreement.

As outlined in the policy, City Council may include additional requirements or restrictions on Water or Sewer Service agreements as deemed necessary to promote specific objectives, goals or policies of the City.

**Benefits:**

- Uses are restricted to usual domestic uses and authorized uses only.
- Customer has utility needs that can easily be met.
- The City currently provides water to the Maritime Center, so no utility extensions are required.

**Liabilities:**

- Potable water and sanitary sewer use outside the City limits is limited and restricted by agreements to users on a case-by-case basis.

City staff recommends City Council approving an Ordinance authorizing the City Manager to execute a water service agreement with G&H Towing for their tugboat docking facility located at 3700 Old Highway 146.

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**STRATEGIC PLAN STRATEGY AND GOAL**

**3.0 The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens.**

**4.0 The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.**

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**ACTION REQUIRED BY CITY COUNCIL**

**Adopt Ordinance 2023-3951 authorizing the City Manager to execute a Water Service Agreement between the City of La Porte and G&H Towing Company for its tugboat docking facility at 3700 Old Hwy 146.**

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Approved for the City Council meeting agenda

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Corby D. Alexander, City Manager

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Date



STATE OF TEXAS           §

COUNTY OF HARRIS       §

**CITY OF LA PORTE, TEXAS  
WATER SERVICE AGREEMENT**

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and **G&H Towing Company**, a Texas for-profit corporation, hereinafter called "COMPANY".

I.

COMPANY has previously entered into a Construction and License Agreement with San Jacinto College District to construct and operate a pier, vessel mooring facility and related improvements on an approximately 1.005 acre tract of land situated within and being a part of a 13.060 acre tract in the William P. Harris Survey, A-30, and located at 3700 Old Hwy 146, and identified by HCAD Account No. 135-225-001-0001, said 13.060 acre tract being the San Jacinto College Maritime Campus, which is outside the corporate limits of the CITY and within the Pasadena Industrial District. Said 1.005-acre tract of land operated by COMPANY is more particularly described by metes and bounds, as indicated on the document attached hereto as Exhibit B.

II.

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

III.

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

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

Number of Full-Time Employees on site	<u>20</u>
+ Number of Full-Time Contract Employees on site	<u>10</u>
= Total On-Site Full-Time Employees	<u>30</u>
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	<u>1,500</u>



Total Amount of Potable Water Approved for  
COMPANY (Average Daily Volume, gpd)

1,500

#### IV.

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

- (A) COMPANY shall pay to CITY a one-time administrative fee of \$ \$5,000.00.
- (B) The total amount of potable water approved to COMPANY is established at fifteen -hundred ( 1,500 ) gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of forty-five thousand, seven-hundred fifty ( 45,750 ) gallons of potable water for domestic use is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) CITY agrees to provide COMPANY, an additional 54,250 gallons per month for washdown water in accordance with Exhibit A of this agreement. Nothing contained in this Agreement shall obligate CITY to furnish more than an average monthly volume of one-hundred thousand ( 100,000 ) gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of up to one-hundred thousand ( 100,000 ) gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers within its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.

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

#### V.

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

#### VI.

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

## VII.

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

## VIII.

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

## IX.

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

## X.

The initial term of this Agreement shall expire on December 31, 2031 and shall be automatically extended for successive one-year terms, unless the CITY or COMPANY notifies the other party in writing of its intent to terminate this agreement at least thirty (30) days prior to the end of said initial term, or renewal term.

ENTERED INTO effective the 9th day of October, 2023.

G&H TOWING COMPANY

\_\_\_\_\_  
Signature of Company's Authorized Representative

Printed Name: \_\_\_\_\_

Company Representative's Title: \_\_\_\_\_

Company's Address:

P.O. Box 2270

Galveston, Texas 77553

ATTEST:

CITY OF LA PORTE, TEXAS

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Lee Woodward  
City Secretary

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Louis R. Rigby  
Mayor

APPROVED AS TO FORM:

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Clark T. Askins  
City Attorney

By:

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Corby D. Alexander  
City Manager

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

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

**Additional Requirements of COMPANY:**

COMPANY has requested an additional monthly allotment of 54,250 gallons to be utilized as washdown water. If approved, COMPANY agrees to pay an additional one-time administrative fee of \$1500.00, which is in addition to the one-time \$5000.00 administrative provided for in Section IV(A) of this agreement.

**Initial for Approval:**

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

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







# Aerial View G&H Towing

Legend



Google Earth

Image Landsat / Copernicus



100 ft



## CONSTRUCTION AND LICENSE AGREEMENT

This Construction and License Agreement (the "Agreement") is entered into by **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public junior college established pursuant to Chapter 130 of the Texas Education Code, institution of higher education as defined in Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas ("SJCCD" or "College") and **G & H TOWING COMPANY**, a corporation organized and existing under the laws of the State of Texas ("G & H") with an effective date of April 4, 2016 ("Effective Date"). As used herein, individually, SJCCD and G & H shall be referred to as "Party" and collectively, as "Parties."

### RECITALS

WHEREAS, the College owns certain real property containing approximately 13.060 acres located in Harris County, Texas, as more particularly described on Exhibit A ("College Property"); and

WHEREAS, G & H has agreed to construct and donate to SJCCD a pier, a vessel mooring facility, a storage unit, sidewalk, concrete parking area, gate or gates, security fencing, enclosed or fenced trash dumpster site, and related improvements ("Improvements") over a portion of the College Property, which area is more particularly described on Exhibit B and depicted on Exhibit B-1 ("Improvement Area"); and

WHEREAS, during the Term (as hereinafter defined), under the terms and conditions set forth herein, both Parties intend to use the Improvements and to have reasonable ingress and egress over and across the College Property to access the Improvements.

NOW THEREFORE, for the mutual covenants and promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SJCCD and G & H, agree to the following:

### TERMS AND CONDITIONS OF AGREEMENT

#### Article 1: Incorporation

1.1 The foregoing recitals are incorporated into this Agreement for all purposes.

#### Article 2: Construction of Improvements

2.1 Construction of Improvements. G & H will be responsible for the design and construction of the Improvements, which Improvements will be constructed within the Improvement Area. The Improvements will include the amenities, general design elements, and materials set forth on Exhibit C ("Design Criteria") and will be constructed with a completion date on or before the date agreed upon in writing by the Parties ("Completion Date"). The design of that part of the Improvements that includes the parking, security fencing, sidewalks, enclosed or fenced trash dumpster site, and other Improvements near and around the parking area to be constructed by G & H ("Parking Area Improvements") will be consistent in design to that of similar SJCCD improvements

on the College Property. The Parking Area Improvements will include a gate that is to be locked with accessibility through a key pad, a paved area for the parking of approximately 32 vehicles, and security fencing surrounding the parking area. G & H will construct the Parking Area Improvements to be of a grade that is consistent with the grading of the College Property surrounding the Improvements and the drainage system for the Improvements will conform to and correlate with the drainage system on the College Property. The Improvements will include a sidewalk to be constructed from the College's instructional facility to the pier. Prior to construction of the Improvements, G & H will submit to the College for review and approval a copy of the site plan, schematic design, drawings, construction plans, other design documents, specifications, materials, and timelines for the Improvements, including the Parking Area Improvements (collectively "Specifications"). In addition to any other review performed by SJCCD, the College's engineer shall review the drainage plans and specifications for the Parking Area Improvements prior to construction by G & H. The timeline included in the Specifications shall be consistent with achieving final installation and construction by the Completion Date. G & H shall construct the Improvements or cause the Improvements to be constructed in accordance with the Specifications approved by SJCCD in writing and all requirements of any governmental authorities having jurisdiction over the site where the Improvements will be located, including any approvals required of the POHA (see Section 2.2). SJCCD shall have the right to approve the contractor selected by G & H and has the right to assert any reasonable objections to such contractor(s). G & H shall obtain payment and performance bonds in the amount of the construction contract and will carry or require the contractor to carry property, liability, and automobile insurance during the time construction is taking place. No liens shall be permitted or attached to the College Property due to any act or omission of G & H or its contractors or that results from construction of the Improvements.

- 2.2 Approvals; Licenses; and Permits. During the Term, G & H will obtain and maintain any licenses or permits required for the construction and operation of the pier, vessel mooring facility, and other Improvements including, without limitation, any approvals, licenses, and permits from the Port of Houston Authority ("POHA") and the Corps of Engineers.
- 2.3 License to Enter Property. From the Effective Date through the completion of construction, SJCCD grants to G & H and its contractors, subcontractors, consultants, and agents the right to enter the College Property for the purpose of construction of the Improvements. Subject to SJCCD's right to move any driveways through the College Property, access to G & H will be over and through a driveway currently located as described in Exhibit D and generally depicted in Exhibit D-1 and over and through a driveway currently located as described in Exhibit E and generally depicted in Exhibit E-1 (The property described in Exhibits D and E shall be referred to herein as "Driveways").
- 2.4 Work by Contractors; Subcontractors. Contractors shall not use any subcontractors who are not insured or who do not carry insurance with respect to their part of the work to be performed under this Agreement. All contractors, subcontractors, consultants, and any other person who enter the College Property under the authority granted to G & H under

this Agreement shall perform their work so as to avoid disruption to College activities; and shall refrain from using tobacco products, drinking alcoholic beverages, carrying weapons and ammunition, and speaking profane and/or offensive language. Except as may be required or contemplated for instruction purposes, no person who enters the Property under the authority granted to G & H under this Agreement shall engage in any interactions of any nature whatsoever with students, instructors, or other College personnel. G & H will include a provision setting forth the foregoing prohibitions in its contract with its contractor with such prohibition applicable to all construction workers, whether the contractor's own forces or the forces of contractor's subcontractors and trade contractors. G & H shall require its contractor's, subcontractor's, and trade contractor's employees to park only in areas designated for such parking by G & H and SJCCD. Any vehicles not parked in the appropriate locations may be towed at the vehicle owner's sole expense. All areas of the College's Property, other than the defined construction area (which shall be the Improvement Area), shall be off limits to contractor's forces, unless their work assignment specifies otherwise. G & H shall require its contractor and all employees, agents, subcontractors, or trade contractors to follow the tree ordinance of the municipality in which the College Property is located. Additionally, if not covered by the municipal tree ordinance, G & H or the contractor shall barricade and protect all trees on the College Property that are in the Improvement Area or near the Improvement Area where construction will take place.

- 2.5 Turning Basin Expansion Easement. The Parties acknowledge that the portion of the Improvements that extend into the Bayport Turning Basin are subject to that certain Easement and Agreement recorded under Clerk's File No. 20120068055, Harris County, Texas ("Easement"). The Easement permits the POHA to expand, excavate, construct, operate, and maintain the Bayport Turning Basin. Accordingly, the Parties agree that the Improvements are at risk of demolition and/or removal at such time as the POHA may exercise its rights under the Easement, that SJCCD shall have no liability for the destruction and/or removal of such Improvements, and that in the event of demolition and/or removal of the Improvement, this Agreement shall terminate and neither Party shall have any further obligations under this Agreement.

### **Article 3: Ownership of Improvements**

- 3.1 SJCCD shall own all Improvements and have all ownership rights to the Improvements subject to the right of use by G & H granted under this Agreement.

### **Article 4: Maintenance of Improvements**

- 4.1 Maintenance and Repairs to the Improvements. During the Term, G & H, at its cost and expense, shall maintain the Improvements in good order and condition. All maintenance and repairs of the Improvements shall be performed in a timely manner so as not to adversely affect the use of the Improvements by either Party. The College shall have no obligation to renovate or otherwise alter the Improvements or the College Property to accommodate the G & H's use. Notwithstanding the foregoing, in the event that G & H fails to maintain the Improvements as required herein, the College shall provide written

notice to G & H and except in the event that the failure to maintain the Improvements or the Improvement Area would create a safety concern or materially affect the health or safety of any person, G & H shall remedy the problem, repair any damage, and restore the Improvement Area to its proper condition. If G & H fails to cure the problem within such fifteen (15) day period following written notice, SJCCD shall have the right, but not the obligation, to use its own forces or those of a contractor or other service provider of its choice to make such repairs as are necessary and advisable and G & H shall reimburse the College within fifteen (15) days of receiving an invoice from the College for the actual costs of such repairs expended by the College. The obligation of G & H to perform repairs and to reimburse the College for repairs and maintenance performed during the Term of this Agreement survive the Expiration Date or earlier termination under this Agreement. In the event that SJCCD agrees to permit any third parties invitees of SJCCD to utilize the Improvements, SJCCD will include in the agreements with those third-parties the obligation to indemnify SJCCD and also be responsible for any damages to the Improvements. In the event of damages to the Improvements caused by SJCCD third-parties, SJCCD will either require such third parties to repair the Improvements or if SJCCD recovers from such third parties reimbursement for the cost of repairs, it will reimburse G & H for any amounts G & H spent in repairing the Improvements or otherwise will permit G & H to pursue recovery from those third-parties as may be required or permitted by law. If SJCCD approves any third party invitee of G & H (other than the G & H Parties, who have the right to enter the Property and use the Improvements), G & H will include in its agreements with such third parties the obligation to indemnify SJCCD and be responsible for repairing any damage such third parties make to the Improvements. If the Improvements are damaged during the Term of this Contract by third parties who do not qualify as either invitees of SJCCD or G&H, SJCCD will assign to G&H any cause of action which SJCCD may otherwise have against those third parties (or otherwise will enable G & H to pursue recovery from those third-parties as may be required or permitted by law), to the extent of costs which G&H may incur to remedy the problem, repair any damage, and restore the Improvement Area to its proper condition.

## **Article 5: Use of Improvements**

- 5.1 Use by G & H. During the Term (as hereinafter defined), SJCCD hereby grants permission to the G & H Parties (as hereinafter defined) to enter the College Property through existing the Driveways (and subject to the College's right to move the Driveways to any other location on the College Property so long as G & H will be able to access the Improvement Area), use the portion of the College Property as is reasonably necessary to access the Improvements, and to use the Improvements for vessel mooring and as a crew change facility. As used herein, the term "G & H Parties" shall mean G & H; G & H employees, agents, contractors, the contractors' employees, subcontractors, and trade contractors; and any other third party invitee of G & H that SJCCD approves to enter the Property, including the Improvement Area. Except for any parking of G & H vehicles, the use of the other Improvements such as the pier and mooring facilities by G & H is expected to be intermittent, short term use for crew changes. The Parties agree to confer from time to time as reasonably necessary in order to agree upon a schedule of use.

Subject to the written approval of SJCCD as to location and nature of the signage, G & H shall have the right to post signage upon the Improvements. G & H shall provide a code to SJCCD for any locked gates or other locked areas within the Improvements.

- 5.2 Use by SJCCD. SJCCD reserves the right to use the Improvements (other than the parking lot which is reserved for the sole use of G & H personnel) for training and other instructional purposes during times when not in use by G & H or during times and in a manner that will not interfere with G & H's use of the Improvements. SJCCD agrees that it will not permit any third party to place permanent advertisements or signage upon the Improvements which are for the benefit of those third-parties. Otherwise, SJCCD shall have the right to post signage upon the Improvements so long as such signage does not block any signage by G & H and so long as such signage is consistent with SJCCD's educational purpose. Notwithstanding the foregoing, temporary signage that may be used for a special event will not be in contravention of the signage requirements and limitations set forth in this Section 5.2. SJCCD acknowledges that G & H reserves the right to require the execution by individuals, even those affiliated with SJCCD, of Releases, Indemnity Agreements, and Hold Harmless Agreements before entrance upon vessels operated by G & H will be permitted, said permission always to be granted or denied within the sole discretion of G & H.
- 5.3 Prohibited Uses. G & H may use the Improvements only for purposes set forth in this Agreement. G & H may not grant the use of the Improvements to any persons other than the G & H Parties as defined in Section 5.1 or other persons who have been approved by SJCCD; and during the time of construction and any repairs to the Improvements, to its contractors. G & H shall not use, occupy, or permit any other person to use the Improvements or any portion of the College Property in a manner (a) that would cause damage to any part of the College Property; (b) that would result in any substance being present or any operation being performed that might emit significantly offensive odors into the Improvements or the College Property, or the adjacent properties; (c) that is considered an unlawful purpose; (d) that would increase the insurance rate of the College Property; or (e) that results in any rubbish, glass receptacles, or any other trash or debris being present or thrown onto the Improvements or College Property.
- 5.4 Hazardous Materials. G & H will not and will not permit any person to introduce onto, maintain or store at, or use at the College Property, including, the Improvements, any Hazardous Materials (as hereinafter defined). For purposes of this Agreement, the term "Hazardous Materials" means all pollutants, contaminants and other materials, substances and wastes which are hazardous, toxic, caustic, harmful or dangerous to human health or the environment, including (a) except as set forth herein, petroleum or petroleum products, factions, derivatives or additives, natural or synthetic gas, urea formaldehyde, foam insulation, polychlorinated biphenyls, and radon gas; (b) radioactive materials, substances, and waste and radiation; (c) any flammable substances or explosives; (d) all asbestos (friable or non-friable) and lead-based paint; (e) any substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "toxic chemicals," "toxic pollutants," "contaminants," "pollutants," "solid waste," "hazardous wastes," "extremely hazardous substances," "restricted hazardous



wastes," or words of similar import under any Environmental Law; and (f) any other substance to which exposure is prohibited, limited, or regulated under any Environmental Law. The term "Environmental Law" shall mean any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments, common law duty, permits, certifications, registrations, licenses, or policies directed to, governing, addressing, or imposing liability or use, storage, treatment, transportation, manufacture, refinement, handling, production, disposal, or other standards of conduct with respect to or otherwise relating to (i) protection of human health, natural resources, or the environment; or (ii) manufacturing, processing, distribution, use, treatment, storage, disposal, release or threatened release, spilling, leaking, pumping, pouring, emitting, injecting, depositing, discharging, escaping, dumping, leaching or leaking of Hazardous Materials (as herein defined). Such laws shall include, but not be limited to, the following acts, as amended: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Safe Drinking Water Act, and in the regulations adopted in publications promulgated pursuant to those statutes. Notwithstanding the foregoing, the parties acknowledge that the G & H may store fuel and filters for the G & H vessels in the Improvements under the condition that (i) all fuel and filters shall be properly stored, maintained, and disposed of in accordance with all Applicable Law; and (ii) if the fuel or storage of filters causes or results in any damage to the College Property or is otherwise found to create a condition requiring cleanup, special action, or special treatment under any Environmental Law, G & H shall be liable for the costs of such cleanup, special action, or special treatment. G & H also shall be liable for any damages and actions resulting from or in connection with the failure of any G & H Party to comply with any Environmental Law. Liability under this Section 5.4, including the liability for cleanup, special action, or special treatment resulting from or caused by acts or omissions of any G & H Party, survives the Term or earlier termination of this Agreement.

- 5.5 Wake Action and Wetlands. The Parties shall collaborate on using the Improvements in a manner that will not result in the College Property, including the Improvement Area, becoming subject to any jurisdictional wetlands. G & H shall communicate with any G & H Party using the Improvements that such use shall be conducted in a manner that would avoid creating sufficient wake action or otherwise inducing any part of the College Property becoming subject to jurisdictional wetlands.
- 5.6 Liability for Third Parties. G & H assumes full responsibility for any damages, losses, and liabilities caused by the acts or omissions of any G & H Party. In the event that G & H or any G & H employee, agent, contractors, or any other third party invitee of G & H or other authorized to be on the College Property by G & H causes damage to or engages in any act or omission that results or is connected to any damage to the Improvements or the College Property, including the Improvement Area, G & H shall repair or cause to be repaired such damage and restore the College Property to substantially the same condition as prior to such damage. G & H shall not be responsible

for any damage, losses, or liabilities caused by SJCCD or any third party invitee of SJCCD, which does not include any third party invitee of G & H that was approved by SJCCD. The obligations of G & H under this Section 5.6 survive the expiration or earlier termination of this Agreement.

#### **Article 6: Applicable Law**

- 6.1 Applicable Law. The Parties agree to perform under this Agreement in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; Environmental Laws; laws relating to jurisdictional wetlands; and the Affordable Care Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code; and (d) Texas Higher Education Coordinating Board ("THECB") guidelines and requirements. The Parties agree to comply with applicable SJCCD board policies and procedures as other policies and procedures agreed upon by the Parties. The foregoing as set forth in this Section 6.1 and any other laws, rules, and guidelines applicable to the subject matter of this Agreement collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein

#### **Article 7: Term of Agreement; Renewal; Termination**

- 7.1 Term. This Agreement shall commence on the Effective Date ("Commencement Date") and expire on the date that is fifteen (15) years thereafter ("Expiration Date"). The period between the Commencement Date and the Expiration Date or the Commencement Date and the effective date of termination if terminated earlier than the Expiration Date shall be referred to as the "Term."
- 7.2 Renewal. Upon mutual agreement of the Parties, this Agreement may be renewed for up to two (2) additional five (5) year terms. Each shall be referred to herein as "Renewal Term" and collectively "Renewal Terms." If the Agreement is renewed for one or more Renewal Terms, the term "Term" as used herein shall include the time within such Renewal Term or Renewal Terms and the term "Expiration Date" shall be modified to mean the last day of the then current Renewal Term.
- 7.3 Termination. In addition to any other rights of termination herein, the Parties may terminate this Agreement under the following circumstances:
- (a) Mutual Consent. Upon mutual consent, the Parties may terminate this Agreement at any time. Termination under this Section 7.3(a) shall be without any penalties and without further obligations upon the part of either Party, other than those stipulated herein as requiring to be performed on or before the Expiration Date or those surviving the Term as set forth in this Agreement.

- (b) Termination for Cause: Either Party may terminate this Agreement for cause in the event of default by the other Party. Except in the event of a default that affects the safety or health of College's employees and/or students or the public, the non-defaulting Party will give the Party alleged to be in default thirty (30) days written notice of its intention to terminate this Agreement if such deficiencies are not corrected within fifteen (15) days (the "Cure Period"). The written notice will include information relating to the deficiencies at issue. In the case of default that affects the health and safety of the College's employees and/or students or the public, this Agreement may be terminated immediately and the non-defaulting Party may pursue any remedies available under law.
- (c) Termination for Expansion of Easement. In the event that the POHA exercises its rights under the Easement and expands the Turning Basin in a manner that materially affects the Improvements or either Party's use of the Improvements, either Party may terminate this Agreement and neither Party shall have any further obligations under this Agreement except for those that expressly survive termination or the Term as set forth herein.
- (d) Termination for Material Change in Financial Condition: In the event a petition in bankruptcy is filed by or against either Party which is not dismissed within 30 days thereafter, or if either Party shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statutes, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, then the other Party may immediately terminate this Agreement in whole or in part.
- (e) Termination for Public Purposes. SJCCD shall have the right to terminate this Agreement in the event that the SJCCD governing board determines that the Improvement Area is needed for College purposes. In the event of termination for public purposes, SJCCD will give G & H at least ninety (90) days written notice prior to termination. In the event of termination under this Section 7(e) after the Commencement Date but before December 31, 2022, SJCCD will reimburse G&H the sum set forth below representing the amortized expenses incurred by G&H for the construction of the Improvements:

<u>Year of Termination Notice</u>	<u>Reimbursement Sum</u>
-----------------------------------	--------------------------

2016	\$750,000.00
2022	\$575,000.00

- 7.4 Disposition of Improvements. Upon termination of this Agreement under Sections 7.3(a), (c), (d), or (e), G & H shall not be responsible for or required to remove the Improvements. G & H shall not be responsible for or required to remove the Improvements for termination under Section 7.3(b) except for a breach by G & H that results in unrepaired damage to or the failure to maintain the Improvements unless SJCCD elects to restore and repair the Improvements at G & H's sole cost.

#### **Article 8: Relationship of the Parties**

- 8.1 No Partnership or Joint Venture. Nothing in this Agreement is intended to create a partnership or joint venture between the Parties or the Parties hereto and any other person. Nothing contained herein shall be construed or deemed to make the College liable for any obligations incurred by G & H in construction or in the conduct of its business and no party dealing with G & H shall be entitled to look to the College or to the College's interest in the College Property or the Improvements for the recovery of any sum owed by G & H or any damages for which G & H may be liable. Likewise, nothing contained herein shall be construed or deemed to make G & H liable for any obligations incurred by SJCCD in the conduct of its business and no party dealing with the College shall be entitled to look to G & H for the recovery of any sum owed by the College or any damages for which the College may be liable.
- 8.2 Construction of Agreement. This Agreement was created by arm's length negotiations between the Parties. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties.
- 8.3 No Leasehold Interest. The rights created under this Agreement or for the use of and license to use the College Property and Improvements expressly provided herein and do not constitute nor are intended to create any leasehold rights in G & H.

#### **Article 9: Liability**

- 9.1 INDEMNIFICATION BY G & H. G & H, ON BEHALF OF ITSELF AND ANY AND ALL G & H PARTIES AND ANY THIRD PARTY INVITEES OF G & H, HEREBY AGREES TO INDEMNIFY AND HOLD THE COLLEGE, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS (collectively and any one of them shall be referred to herein as "COLLEGE PARTIES") HARMLESS FROM AND AGAINST ALL CLAIMS, SUITS, LOSSES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, RESPONSIBILITIES, LIABILITIES, DEMANDS, AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, JUDGMENTS, COURT COSTS AND EXECUTIONS) (INDIVIDUALLY, "CLAIM" AND COLLECTIVELY, "CLAIMS") WHICH MAY BE ASSERTED AGAINST THE COLLEGE PARTIES ARISING FROM, CAUSED BY, RELATED TO, OR CONNECTED WITH ANY ACT OR OMISSION OF G & H, ANY OF THE G & H

PARTIES, AND ANY THIRD PARTY INVITEE OF G & H; THE ENTRY BY G & H, ANY OF THE G & H PARTIES, AND/OR ANY THIRD PARTY INVITEE OF G & H UPON THE COLLEGE PROPERTY; CONSTRUCTION AND MAINTENANCE OF THE IMPROVEMENTS; USE OF THE IMPROVEMENTS BY G & H PARTIES; THE ENVIRONMENTAL PROHIBITIONS AND OBLIGATIONS SET FORTH IN THIS AGREEMENT; THE FAILURE TO ACQUIRE OR MAINTAIN ANY LICENSES OR PERMITS REQUIRED UNDER THIS AGREEMENT OR BY APPLICABLE LAW; OR THE EXERCISE OF ANY RIGHT GRANTED UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (WHETHER PERSONAL INJURY, CONTRACTUAL, PROPERTY DAMAGE, ENVIRONMENTAL CONTAMINATION, OR OTHER); EXCEPT TO THE EXTENT THAT CLAIM ARISES SOLELY OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COLLEGE OR ANY OF THE COLLEGE PARTIES.

9.2 DISCLAIMER OF LIABILITY BY COLLEGE.

NEITHER THE COLLEGE NOR ANY OF THE COLLEGE PARTIES SHALL BE LIABLE OR RESPONSIBLE FOR ANY CLAIMS FOR ANY INJURY TO ANY PERSON OR TO ANY PROPERTY OF THE G & H PARTIES OR FOR ANY CLAIM THAT MAY BE ASSERTED BY G & H OR THE G & H PARTIES RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, THEFT, OR VANDALISM; EXCEPT FOR CLAIMS THAT MAY BE COVERED BY THE INSURANCE CARRIED BY THE COLLEGE ON THE COLLEGE PROPERTY; AND G & H UNCONDITIONALLY RELEASES THE COLLEGE PARTIES FROM ANY LIABILITY FOR SUCH CLAIM OR LOSS.

9.3 Release by the College. TO THE EXTENT PERMITTED BY LAW, THE COLLEGE HEREBY RELEASES G & H FROM ANY AND ALL CLAIMS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COLLEGE OR BY ANY OF THE COLLEGE PARTIES.

9.4 Survival of the Indemnification, Disclaimer, and Release. The indemnification by G & H and the disclaimer and release of the College under this Article 9 shall survive the expiration of the Term or earlier termination of this Agreement.

9.5 No Waiver of Immunity. Nothing contained in this Agreement is intended to or shall be deemed as waiving any immunities to which the College is entitled under law.

**Article 10: Insurance**

10.1 Insurance Coverage. During the Term and for the period thereafter as required to cover its obligations under this Agreement, G & H shall obtain and keep in force comprehensive general liability, automobile, property damage insurance, and other insurance as set forth on Exhibit F of this Agreement insuring the College against any

liability for bodily injury, automobile liability, and property damage claims arising out of the use of the College Property and exercise of the rights granted under this Agreement. Additionally, G & H shall require its contractor(s) to carry insurance as set forth on Exhibit G of this Agreement and shall its contractor(s) to require their subcontractors to carry insurance in amounts proportional to the work they are performing on the Improvements. G & H also will require the architect, engineer, or any designer ("A/E Firm") who is involved in the design of the Improvements to carry at least \$1,000,000.00 of errors and omissions coverage and that such A/E Firm to indemnify the College against defects in the design of the Improvements for the period of time set forth in the Texas Civil Practices and Remedies Code. The College will maintain insurance coverage on the College Property in the types and amounts of insurance carried by the College on its other properties.

- 10.2 Coverage Amounts. The general liability coverage carried by G & H will have a combined single limit in an amount not less than \$1,000,000 bodily injury and the property insurance shall be not less than \$1,000,000 covering the Improvements and any damage caused by G & H or its employees, agents, or contractors to the College Property. All such insurance policies maintained by G & H shall name the College as an additional insured thereunder but only to the extent of those liabilities as imposed on G&H by Section 5.6 or 9.1 of this Agreement. The policies maintained by the G & H as required in this Article 10 shall include a waiver of subrogation in favor of the College.
- 10.3 Certificates. Within ten (10) days of the Effective Date, G & H shall deliver to the College a copy of the certificate and any endorsements for the insurance required under this Article 10. Certificates of insurance and endorsements shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation notices. Certificates, endorsements, and insurance policies shall include the following clause: "This policy shall not be non-renewed or canceled until notice has been delivered to San Jacinto Community College District. Date of cancellation may not be less than thirty (30) days after the date of mailing notice (except in the case of cancellation for non-payment of premium in which case cancellation shall not take effect until at least ten days' prior written notice has been given to the College)."

#### **Article 11: Miscellaneous Provisions**

- 11.1 Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties as to the subject matter herein and supersedes all previous agreements or understandings between the Parties, whether verbal or written. This Agreement may not be altered or amended except by written agreement signed by both Parties.
- 11.2 Governing Law; Venue. This Agreement shall be governed interpreted by, and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Agreement or the subject



matter hereof shall be in a court of competent jurisdiction located in Harris County, Texas.

- 11.3 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.
- 11.4 Assignment. This Agreement shall not be assignable by either Party.
- 11.5 Severability – In case any provision hereof shall for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- 11.6 No Third Party Beneficiaries. This Agreement is made for the sole benefit of SJCCD and G & H. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
- 11.7 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given by (a) delivered personally; (b) sent by reputable, courier prepaid; (c) sent via registered or certified mail, return receipt requested postage prepaid; or (d) delivered by electronic means in a manner permitted under the Texas Electronics Communications Act, which the Parties adopt, including facsimile and electronic mail, if such notices are properly addressed as follows:

If to the College:      San Jacinto Community College District  
Attn: Brenda Hellyer  
4624 Fairmont Parkway Ste. A1.200  
Pasadena, Texas 77504  
Facsimile:  
Email: [brenda.hellyer@sjcd.edu](mailto:brenda.hellyer@sjcd.edu)

With a copy to:      San Jacinto Community College District  
Attn: Chet Lewis, VCFA  
4624 Fairmont Parkway  
Pasadena, Texas 77504  
Facsimile: 281.998.6322  
Email: [chet.lewis@sjcd.edu](mailto:chet.lewis@sjcd.edu)

With a copy to:      Thompson & Horton, LLP  
Attn: Maureen Singleton  
3200 Southwest Freeway, Suite 2000  
Houston, Texas 77027  
Facsimile: 713-583-7909  
Email: [msingleton@thompsonhorton.com](mailto:msingleton@thompsonhorton.com)

If to G & H:

G & H Towing Company  
Attn: Stephen Huffman, President  
200 Pennzoil Road, Galveston, Texas  
P.O. Drawer 2270  
Galveston, Texas 77553  
Facsimile:  
Email: [SNHuffman@gandhtowing.com](mailto:SNHuffman@gandhtowing.com)

With a copy to:

Royston, Rayzor, Vickery, & Williams, LLP  
The Hunter Building  
306 22nd Street, Suite 301  
Galveston, Texas 77550  
Facsimile: 409-763-3853  
Email: [Royston@Roystonlaw.com](mailto:Royston@Roystonlaw.com)

- 11.8 Counterparts; Electronic Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original and binding upon the Party executing the same, but both of which shall constitute one and the same Agreement. The Parties agree to accept electronic signatures and electronic copies of the Agreement and other communications for purposes of an original and intend that this Agreement be subject to the Texas Electronics Transaction Act.

This Agreement is executed below and entered into as of the Effective Date of April 4, 2016.

**SAN JACINTO COMMUNITY COLLEGE  
DISTRICT**

**G & H TOWING COMPANY**

By: Brenda Hellyer  
Brenda Hellyer  
Chancellor

By: Stephen N. Huffman  
Stephen N. Huffman  
President

## **EXHIBIT A**

*Legal Description for 13.060 Acres - San Jacinto Community College Property*

All of Restricted Reserve "A", out of the plat recorded under Film Code Number 662057 Harris County Map Records.

EXHIBIT B

IMPROVEMENT AREA

1.005 ACRES  
43,769 SQUARE FEET  
WILLIAM P. HARRIS LEAGUE  
ABSTRACT NO. 30  
HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 1.005 acres (43,769 square foot) tract of land located in the William P. Harris League, Abstract Number 30, Harris County, Texas and said 1.005 acre tract of land being out of and a part of the called 13.060 acre tract described in the deed to San Jacinto Community College District, recorded under Harris County Clerk's File Number 20120068054 and out of and a part of Reserve "A", San Jacinto College Maritime Campus Bayport, a plat recorded under Film Code Number 662057 of the Harris County Map Records, said 1.005 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

COMMENCING at a 5/8-inch iron rod found marking the northeast corner of the said called 13.060 acre tract and said Reserve "A", and an interior corner of the remainder of a called 720.361 acre tract as described in the deed to Harris County Houston Ship Channel Navigation District recorded under Volume 5770, Page 341 of the Harris County Deed Records;

THENCE, South 02 degrees 56 minutes 48 seconds East, along the easterly line of the said called 13.060 acre tract and said Reserve "A" common with the westerly line of the said remainder of the called 720.361 acre tract, a distance of 238.82 feet, to the POINT OF BEGINNING and the most northerly northeast corner of the herein described tract;

THENCE, South 02 degrees 56 minutes 48 seconds East, continuing along the said common line, a distance of 205.21 feet, to a 5/8-inch iron rod with cap stamped "CCI" found marking an exterior corner of the remainder of the called 720.361 acre tract and an interior corner of said Reserve "A" and the said called 13.060 acre tract and the herein described tract;

THENCE, North 86 degrees 54 minutes 11 seconds East, continuing along the said common line, a distance of 150.00 feet, to a 5/8-inch iron rod with cap stamped "CCP" found marking the most easterly northeast corner of the said called 13.060 acre tract and said Reserve "A", and the herein described tract;

THENCE, along the southerly line of the said called 13.060 acre tract and said Reserve "A" common with the northerly line of the Bayport Turning Basin, Harris County Flood Control District Unit No. F300-00-00, the following six (6) courses and distances:

South 02 degrees 56 minutes 48 seconds East, a distance of 48.68 feet to an angle in the said common line;

South 60 degrees 17 minutes 28 seconds West, a distance of 45.71 feet, to an angle in the said common line;

South 19 degrees 49 minutes 44 seconds West, a distance of 43.44 feet, to an angle in the said common line;

South 68 degrees 37 minutes 31 seconds West, a distance of 94.00 feet, to an angle in the said common line;

South 68 degrees 44 minutes 15 seconds West, a distance of 76.03 feet, to an angle in the said common line;

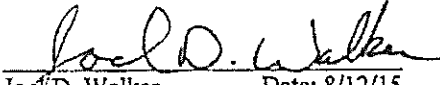
South 70 degrees 57 minutes 28 seconds West, a distance of 9.76 feet, to the southwest corner of the herein described tract;

THENCE, North 03 degrees 14 minutes 30 seconds West, departing the said common line over and across the said called 13.060 acre tract and said Reserve "A", a distance of 369.84 feet, to the northwest corner of the herein described tract;

THENCE, North 86 degrees 37 minutes 12 seconds East, continuing over and across the said 13.060 acre tract and said Reserve "A", a distance of 80.27 feet, to the POINT OF BEGINNING and containing a computed area of 1.005 acre (43,769 square feet) of land as depicted on the Exhibit dated: July 6, 2015, prepared by West Belt Surveying, Inc., Project No. S276-0446A.

West Belt Surveying, Inc.  
Certified Firm No. 10073800  
21020 Park Row  
Katy, Texas 77449  
(281) 599-8288



  
Joel D. Walker Date: 8/12/15  
Texas Registration No. 5189  
Revised 8/12/15 – Renamed description

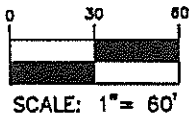
# EXHIBIT B-1

## SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

2. THERE IS A METES & BOUNDS DESCRIPTION OF THE 1.005 ACRE TRACT SHOWN HEREON, DATED: JULY 6, 2015, THAT ACCOMPANIES THIS EXHIBIT.

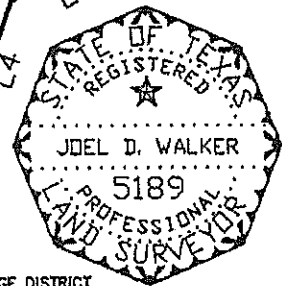
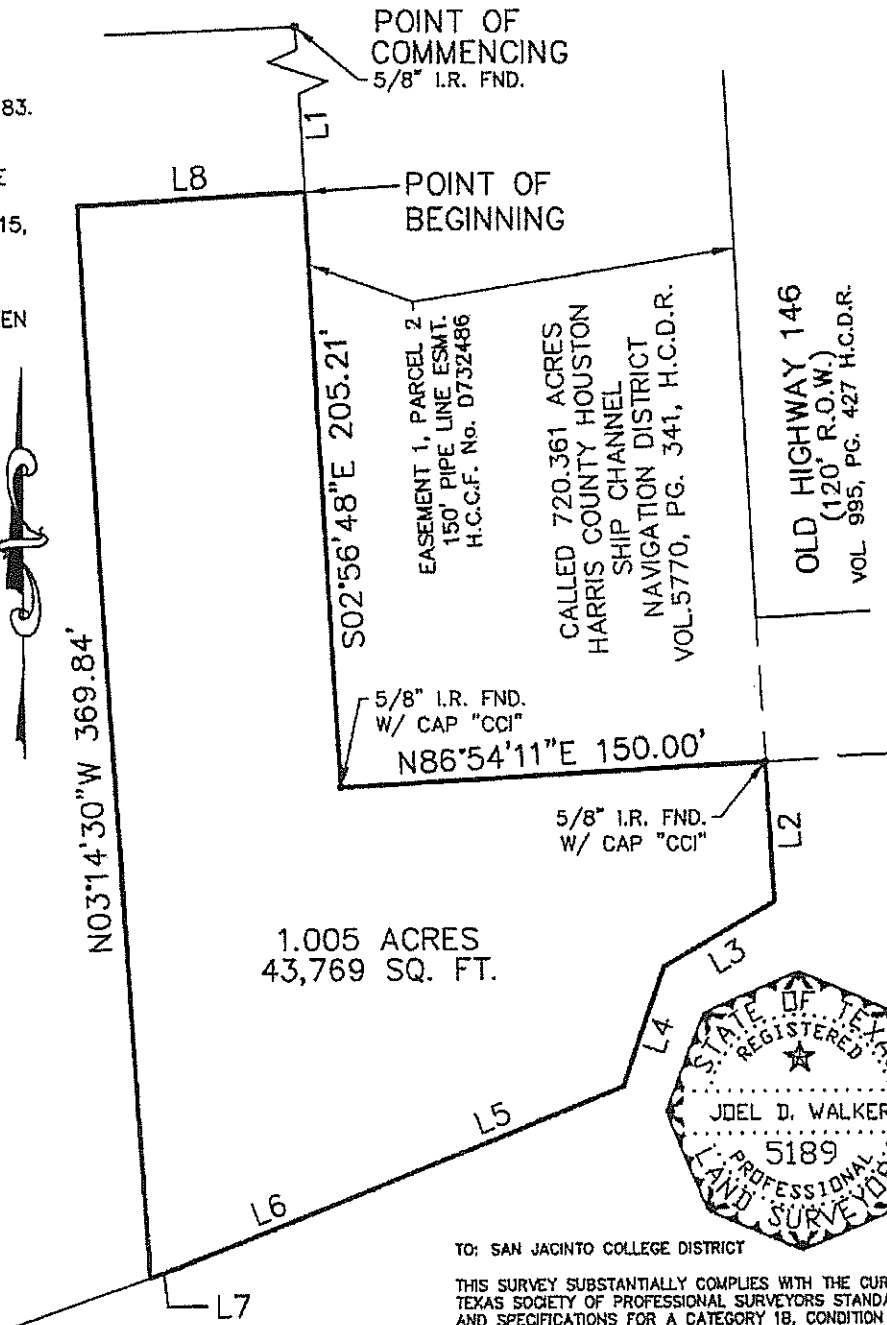
3. THIS EXHIBIT HAS NOT BEEN STAKED ON THE GROUND.



CALLED 13.060 ACRES  
 SAN JACINTO COMMUNITY  
 COLLEGE DISTRICT  
 H.C.C.F. No. 20120068054  
  
 RESERVE "A"  
 SAN JACINTO COLLEGE  
 MARITIME CAMPUS BAYPORT  
 F.C. NO. 662057 H.C.M.R.

LINE TABLE		
LINE	LENGTH	BEARING
L1	238.82	S02°56'48"E
L2	48.68	S02°56'48"E
L3	45.71	S60°17'28"W
L4	43.44	S19°49'44"W
L5	94.00	S68°37'31"W
L6	76.03	S68°44'15"W
L7	9.76	S70°57'28"W
L8	80.27	N86°37'12"E

NO.	DATE	REVISIONS
1	8/12/15	RENAMED EXHIBIT
SCALE: 1" = 60'		
DRAWN BY: KMR		
PROJECT NO. S276-046A		
DATE: JULY 6, 2015		



TO: SAN JACINTO COLLEGE DISTRICT

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

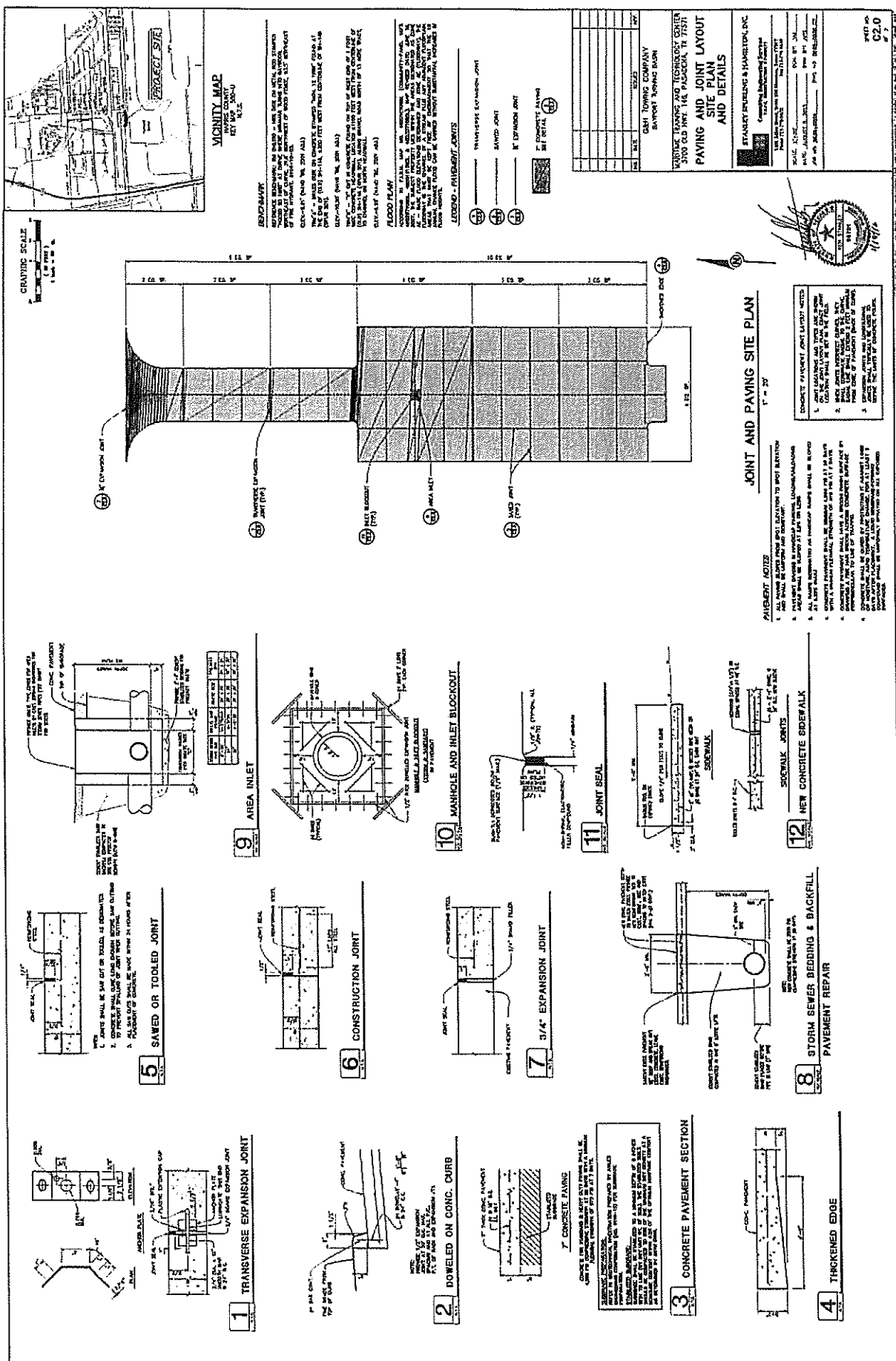
8/12/15 *Joel D. Walker*  
 DATE  
 JOEL D. WALKER, R.P.L.S.  
 TEXAS REGISTRATION NO. 5189

1.005 ACRES  
 (43,769 SQ. FT.)  
 IMPROVEMENT AREA  
 WM. P. HARRIS LEAGUE  
 ABSTRACT NO. 30  
 HARRIS COUNTY, TEXAS

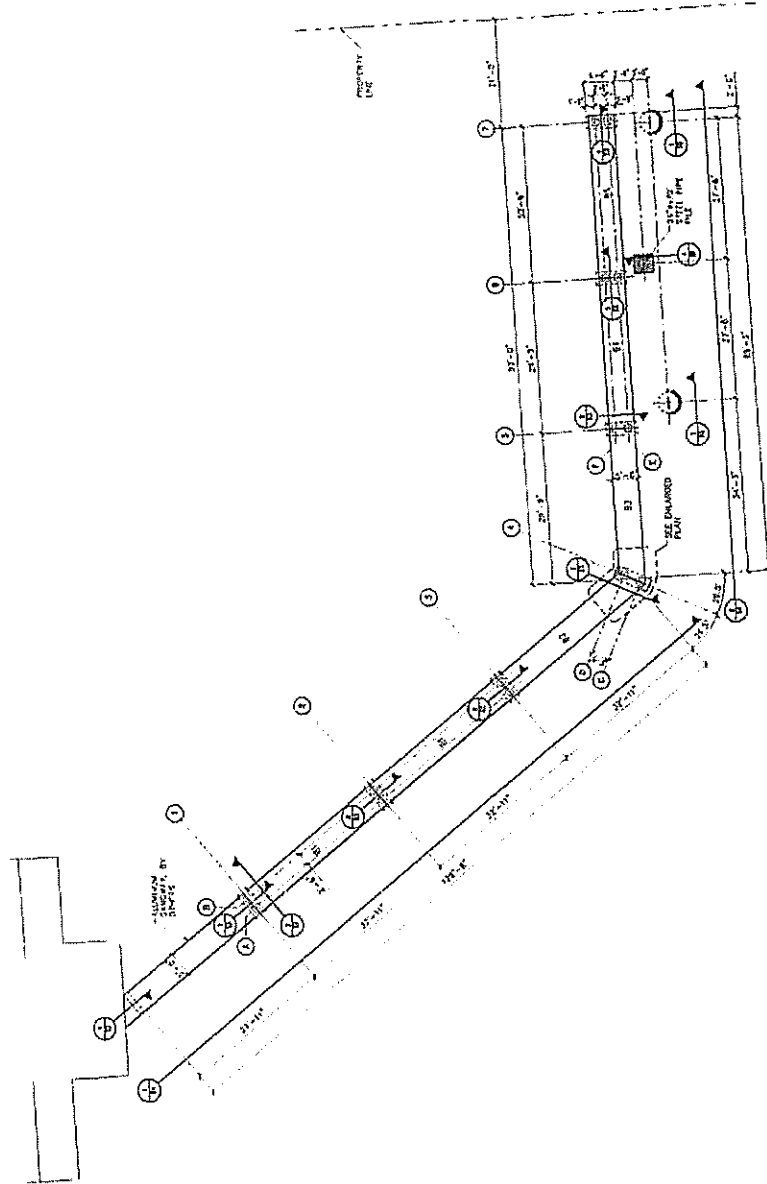
WEST  BELT  
 SURVEYING, INC.

21020 PARK ROW  
 KATY, TEXAS 77449  
 PHONE: (281) 699-8233  
 FAX: (281) 498-0000  
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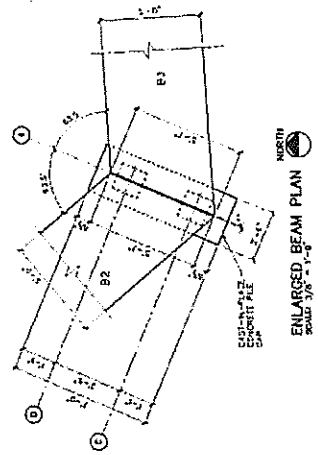








SLAB BEAM PLAN  
SCALE 3/8" = 1'-0"



STANLEY ENGINEERING & ARCHITECTURE, INC.	
Structural Engineering Division	
10000 15th Avenue, Suite 100, Boulder, CO 80501	
Phone: (303) 440-1000 Fax: (303) 440-1001	
E-mail: stanley@stanley-engineering.com	
Project: 15000 15th Avenue, Suite 100, Boulder, CO 80501	
Date: 07/21/2011	
Drawn by: J. J. Stanley	
Checked by: J. J. Stanley	
Scale: 3/8" = 1'-0"	
Sheet No. 52 of 52	

SLAB BEAM PLANS

STANLEY ENGINEERING & ARCHITECTURE, INC.

10000 15th Avenue, Suite 100, Boulder, CO 80501

Phone: (303) 440-1000 Fax: (303) 440-1001

E-mail: stanley@stanley-engineering.com

Project: 15000 15th Avenue, Suite 100, Boulder, CO 80501

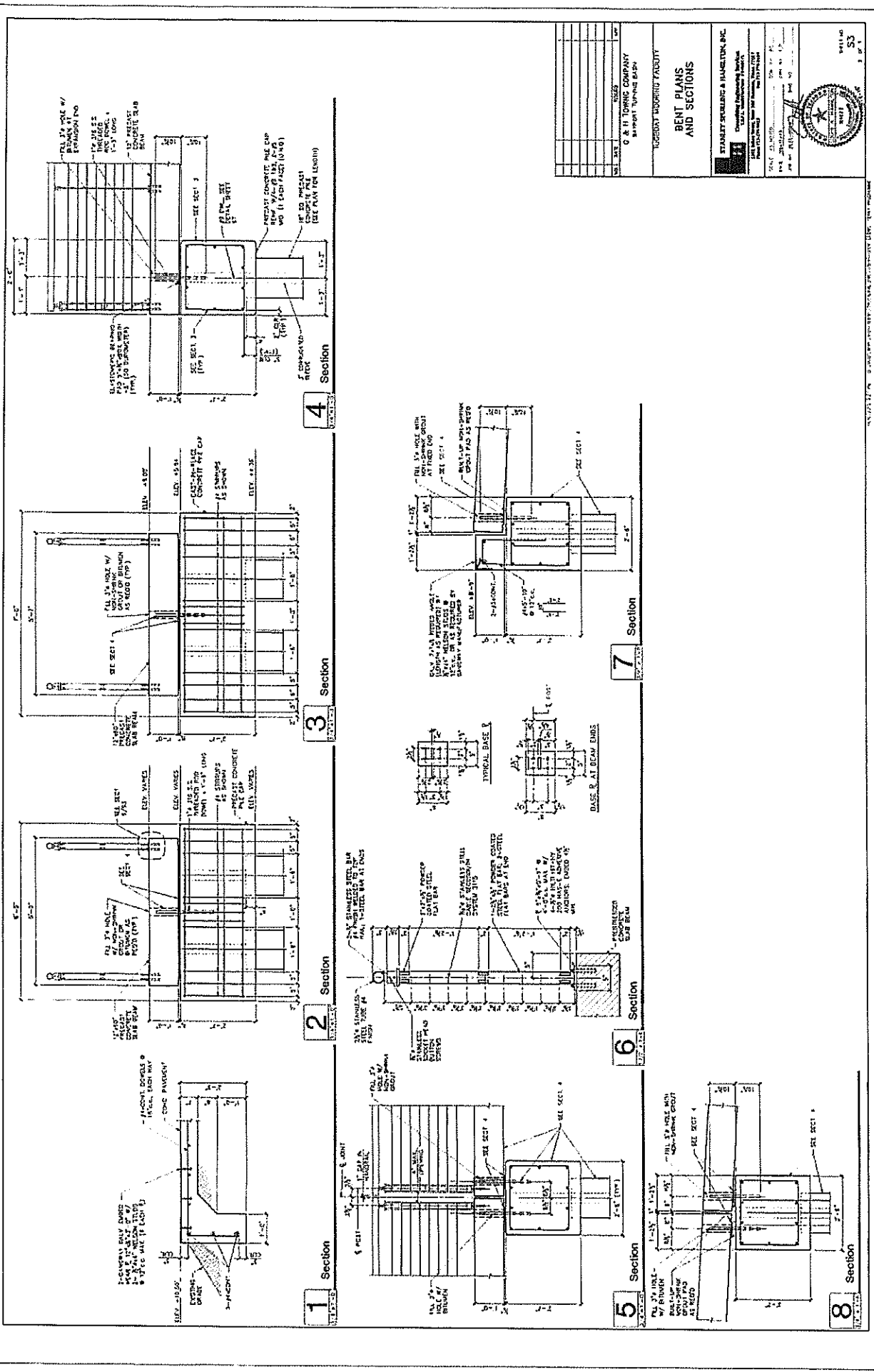
Date: 07/21/2011

Drawn by: J. J. Stanley

Checked by: J. J. Stanley

Scale: 3/8" = 1'-0"

Sheet No. 52 of 52



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8	10/1/58	J. H. TOWNE	J. H. TOWNE

**BENT PLANS AND SECTIONS**

**LEGEND**

1. CONCRETE

2. STEEL

3. WOOD

4. GLASS

5. INSULATION

6. FINISH

7. MECHANICAL

8. ELECTRICAL

9. PLUMBING

10. PAINT

11. ROOFING

12. FLOORING

13. CEILING

14. WALLS

15. DOORS

16. WINDOWS

17. STAIRS

18. ELEVATORS

19. HALLS

20. LOBBIES

21. OFFICES

22. STORES

23. GARAGES

24. PARKING

25. DRIVEWAYS

26. FENCES

27. LANDSCAPE

28. UTILITIES

29. SIGNAGE

30. FURNITURE

31. FIXTURES

32. EQUIPMENT

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34. METHODS

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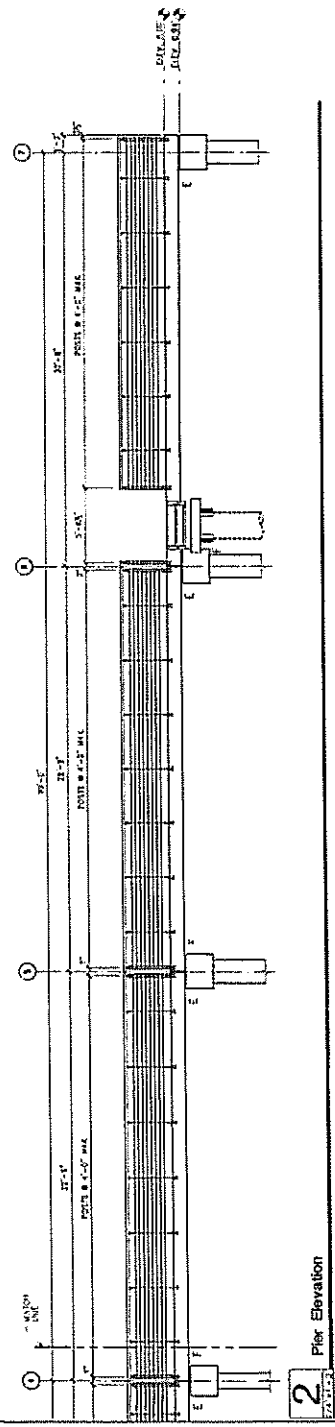
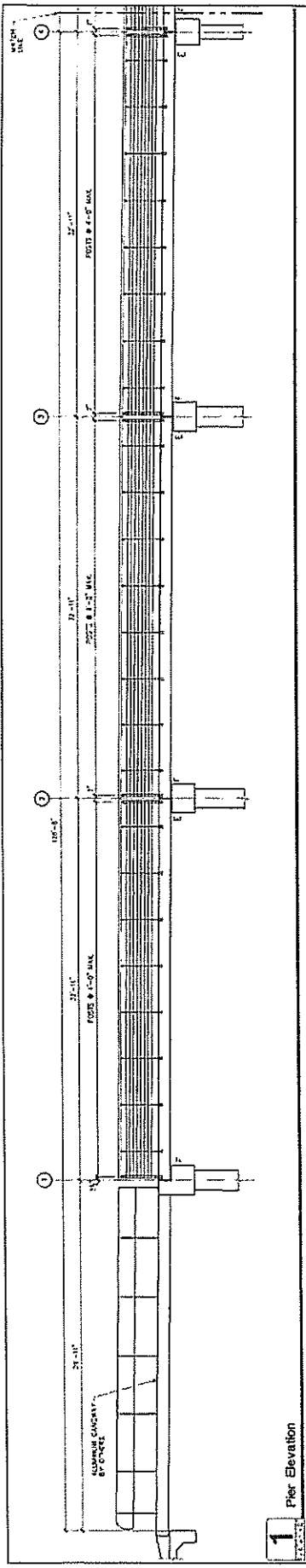
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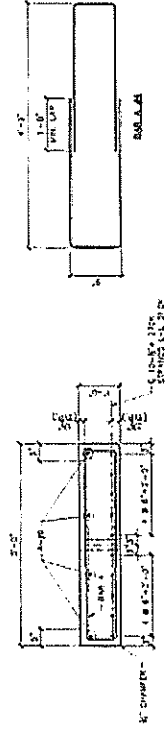
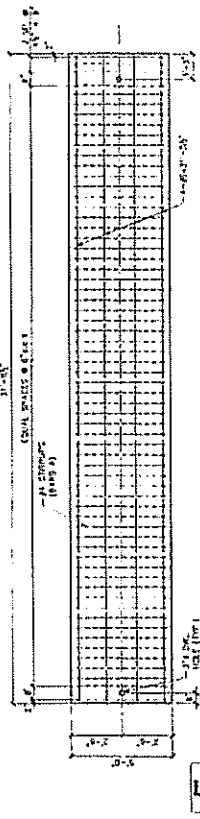
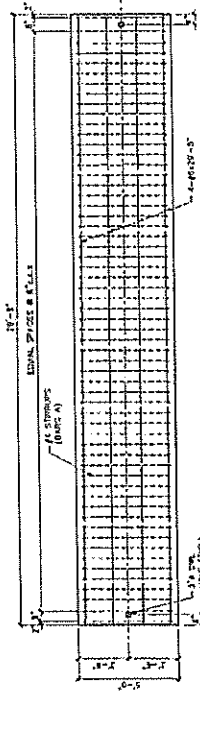
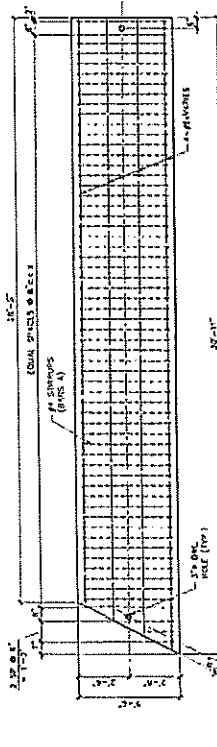
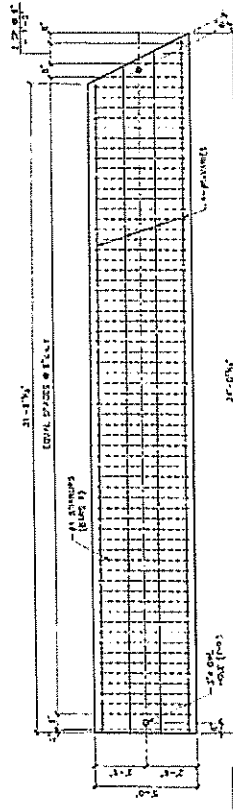
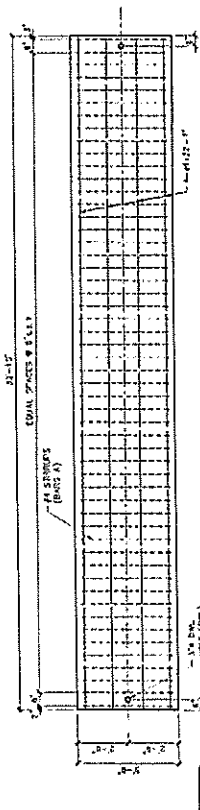
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STANLEY DUBINS & HUGHES, INC.	
Civil Engineering	
1000 North 10th Street, Suite 100	
Portland, Oregon 97208	
Phone (503) 228-1111	
Fax (503) 228-1112	
E-mail: stanley@stanleydubins.com	
Web: www.stanleydubins.com	
Project No. 1000000000	
Client: STANLEY DUBINS & HUGHES, INC.	
Project: PIER ELEVATION	
Drawing No. 1000000000	
Scale: 1/8" = 1'-0"	
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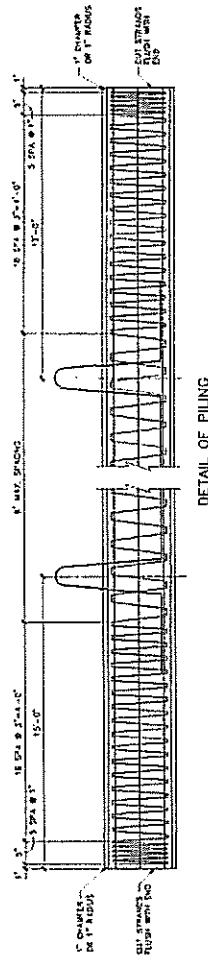






1. FLUG TEAM NOTE
2. THE FOLLOWING INFORMATION IS FOR THE FLUG TEAM'S INFORMATION AND USE ONLY. THE INFORMATION IS NOT TO BE RELEASED TO THE PRESS, JOURNALISTS, OR ANY OTHER SOURCE WITHOUT THE APPROVAL OF THE FLUG TEAM LEADER.
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### DETAIL OF PILING

TABLE OF PROPERTIES FOR PRESTRESSED CONCRETE PILING						
PIL SIZE D	HALE SIZE IN	AREA OF SEC SECTION	I IN <sup>4</sup>	PRESTRESSING		
				NO. OF STRAINS	STRAINS PER SQ. IN.	STRAINS PER SQ. IN.
12	10	10.0	100	10	10	10
14	12	14.0	144	14	14	14
16	14	19.6	224	16	16	16
18	16	26.0	324	18	18	18
20	18	33.0	432	20	20	20
22	20	40.0	544	22	22	22
24	22	48.0	672	24	24	24
26	24	56.0	816	26	26	26
28	26	65.0	976	28	28	28
30	28	75.0	1152	30	30	30
32	30	85.0	1344	32	32	32
34	32	96.0	1552	34	34	34
36	34	108.0	1776	36	36	36
38	36	120.0	2016	38	38	38
40	38	133.0	2272	40	40	40
42	40	147.0	2544	42	42	42
44	42	161.0	2832	44	44	44
46	44	176.0	3136	46	46	46
48	46	191.0	3456	48	48	48
50	48	207.0	3792	50	50	50
52	50	224.0	4144	52	52	52
54	52	241.0	4512	54	54	54
56	54	259.0	4896	56	56	56
58	56	278.0	5296	58	58	58
60	58	298.0	5712	60	60	60
62	60	318.0	6144	62	62	62
64	62	339.0	6592	64	64	64
66	64	360.0	7056	66	66	66
68	66	382.0	7536	68	68	68
70	68	404.0	8032	70	70	70
72	70	427.0	8544	72	72	72
74	72	451.0	9072	74	74	74
76	74	475.0	9616	76	76	76
78	76	500.0	10176	78	78	78
80	78	525.0	10752	80	80	80
82	80	550.0	11344	82	82	82
84	82	576.0	11952	84	84	84
86	84	602.0	12576	86	86	86
88	86	629.0	13216	88	88	88
90	88	656.0	13872	90	90	90
92	90	684.0	14544	92	92	92
94	92	712.0	15232	94	94	94
96	94	741.0	15936	96	96	96
98	96	770.0	16656	98	98	98
100	98	800.0	17392	100	100	100

### PRESTRESSED PILE GENERAL NOTES

1. CONCRETE FOR PRESTRESSING STRINGS SHALL BE CLASS "B" RELEASE STRENGTH = 4,000 PSI UNLESS TO THE CONTRARY.
2. ALL OPERATIONS RELATING TO PRESTRESSING SHALL BE IN CHARGE OF BAYE AND STRANDES.
3. SIZE, AMOUNT, AND LENGTH OF PILING SHALL BE AS SHOWN ON LAYOUT SHEETS.
4. SPALL REPAIRS SHALL HAVE A MINIMUM DIAMETER OF 70".
5. PRESTRESSING STRINGS SHALL BE 270 OR 300 DIA RELEASED STRANDS STANDARD TO 310 OR 360 LBS (140 OR 165 KN) TENSILE STRENGTH. APPROXIMATELY ABOUT THE SIZE OF THE PILE WHEN NO MORE THAN TWO STRANDS ENTERING BETWEEN ANY TWO ADJACENT PILES.

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

### TESTING PROCEDURES

BEAM SECTIONS,  
PRESTRESSED PILES,  
AND PRESTRESSED NOTES

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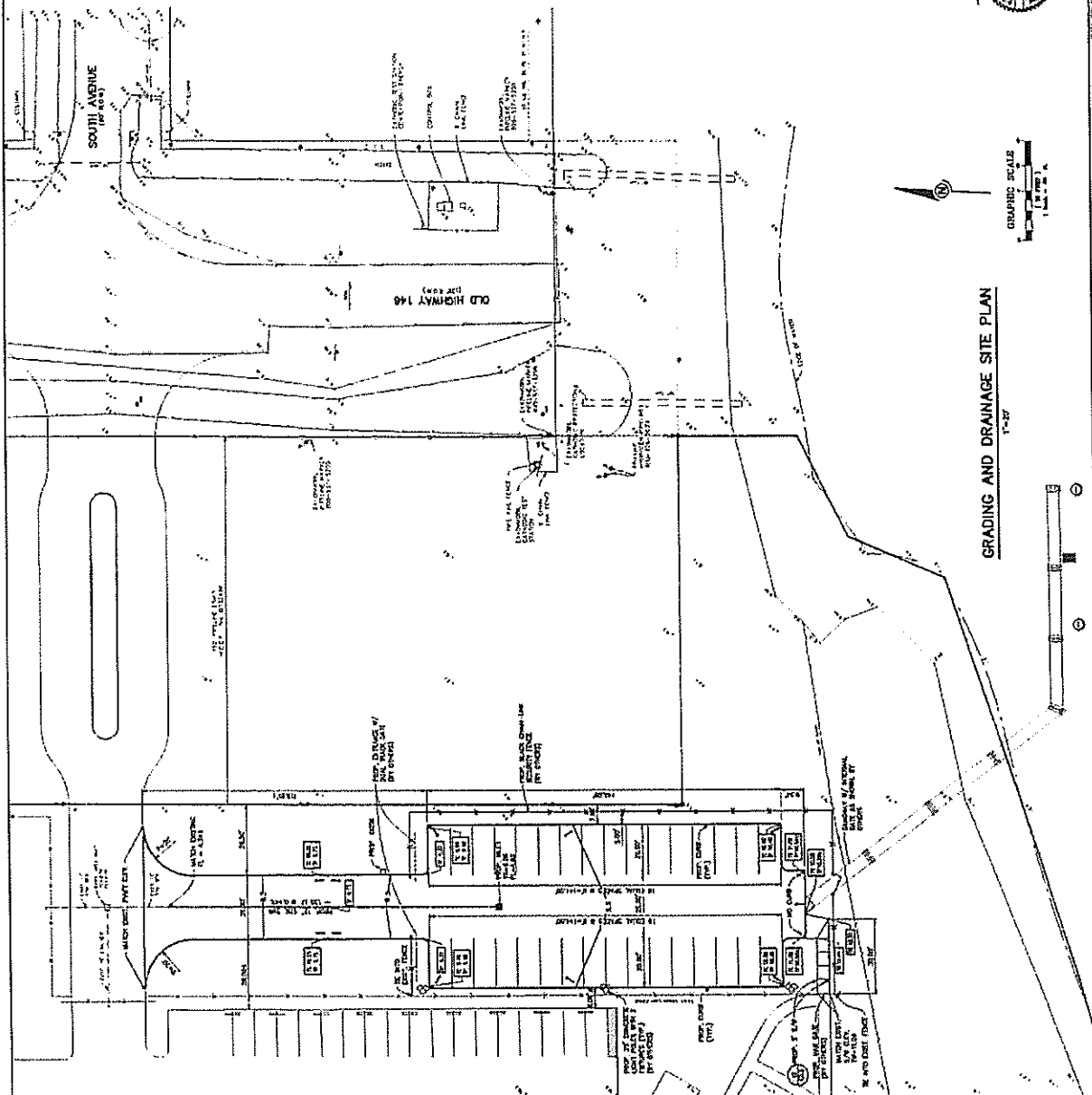
**STANLEY SPRING & MANUFACTURING, INC.**  
Creating Enduring Value  
1000 W. WASHINGTON ST. HANLEY, MO 63043

BPP-446-CLT, and BPP-446-CLT, merged  
 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 8

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1. The first part of the document is a title page. It contains the title of the document, the author's name, and the date of the document. The title is "The First Part of the Document". The author's name is "John Doe". The date is "1/1/2023".

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### GRADING AND DRAINAGE SITE PLAN

**2007**

GRAPHIC SCALE



31

ARTIFICIAL TRAINING AND TECHNOLOGY CENTER  
3200 MIDWAY 146, PASADENA, TX 77571

CHINA  
CASH TOWING COMPANY

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**THE MILLERSON & SNIELS AD PATLS**

**Counting Engineering Services**  
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44-38861-1a  
 ALL INFORMATION CONTAINED  
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 DATE 08-14-2011 BY 60322  
 UCBAW/BJA

NAME: ALAN DOB: 11/11/1988

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SECRET

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EXHIBIT D

TEMPORARY ENTRY ACCESS

0.2066 ACRE  
9,000 SQUARE FEET  
WILLIAM P. HARRIS LEAGUE  
ABSTRACT NO. 30  
HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 0.2066 acre (9,000 square foot) tract of land located in the William P. Harris League, Abstract Number 30, Harris County, Texas and said 0.2066 acre tract of land being out of and a part of the called 720.361 acre tract described in the deed to Harris County Houston Ship Channel Navigation District, recorded under Volume (Vol.) 5770, Page (Pg.) 341, Harris County Deed Records (H.C.D.R.), said 0.2066 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983)

COMMENCING at a point in the west Right-of-Way (R.O.W.) line of Old Highway 146 (based on a width of 120 feet) recorded under Vol. 995, Pg. 427 H.C.D.R. being the northeast corner of Drill Site No. 1, a called 2.511 acre tract described in the deed to Humble Oil and Refining Co. recorded under Harris County Clerk's File Number (H.C.C.F. No.) D732486 and the southeast corner of Reserve "A", Shoreacres, a subdivision recorded under Vol. 7, Pg. 10 of the Harris County Map Records (H.C.M.R.);

THENCE, South 02 degrees 56 minutes 48 seconds East, along the west R.O.W. line of said Old Highway 146, a distance of 528.46 feet, to the POINT OF BEGINNING in the east line of aforesaid called 720.361 acre tract also being the east line of Easement 1, Parcel 2, a 150 foot wide pipe line easement recorded under H.C.C.F. No. D732486 and the northeast corner of the herein described tract;

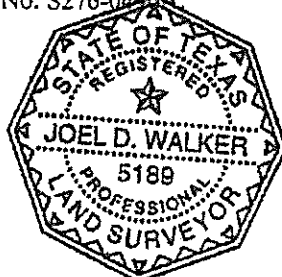
THENCE, South 02 degrees 56 minutes 48 seconds East, continuing along the west R.O.W. line of said Old Highway 146 and east line of said easement 1, parcel 2, a distance of 60.00 feet, to the southeast corner of the herein described tract;

THENCE, South 86 degrees 37 minutes 12 seconds West, departing the west R.O.W. line of said Old Highway 146 and over and across said called 720.361 acre tract and said Easement 1, Parcel 2, a distance of 150.00 feet, to the west line of said Easement 1, Parcel 2 common with the east line of a called 13.060 acre tract as described in the deed to San Jacinto Community College District recorded under H.C.C.F. No. 20120068054 and the east line of Restricted Reserve "A", San Jacinto College Maritime Campus Bayport, a plat recorded under Film Code Number (F.C. No.) 662057 H.C.M.R. and the southwest corner of the herein described tract;

THENCE, North 02 degrees 56 minutes 48 seconds West, along the said common line, and over and across the said called 720.361 acre tract, a distance of 60.00 feet, to the northwest corner of the herein described tract;

THENCE, North 86 degrees 37 minutes 12 seconds East, departing the said common line and continuing over and across aforesaid called 720.361 acre tract, a distance of 150.00 feet, to the POINT OF BEGINNING and containing a computed area of 0.2066 acre (9,000 square feet) of land as depicted on the Exhibit dated: July 6, 2015, prepared by West Belt Surveying, Inc., Project No. S276-0446A

West Belt Surveying, Inc.  
Certified Firm No. 10073800  
21020 Park Row  
Katy, Texas 77449  
(281) 599-8288



*Joel D. Walker*  
Joel D. Walker Date: 8/12/15  
Texas Registration No. 5189  
\*Revised 8/12/15 – Renamed description

EXHIBIT D-1

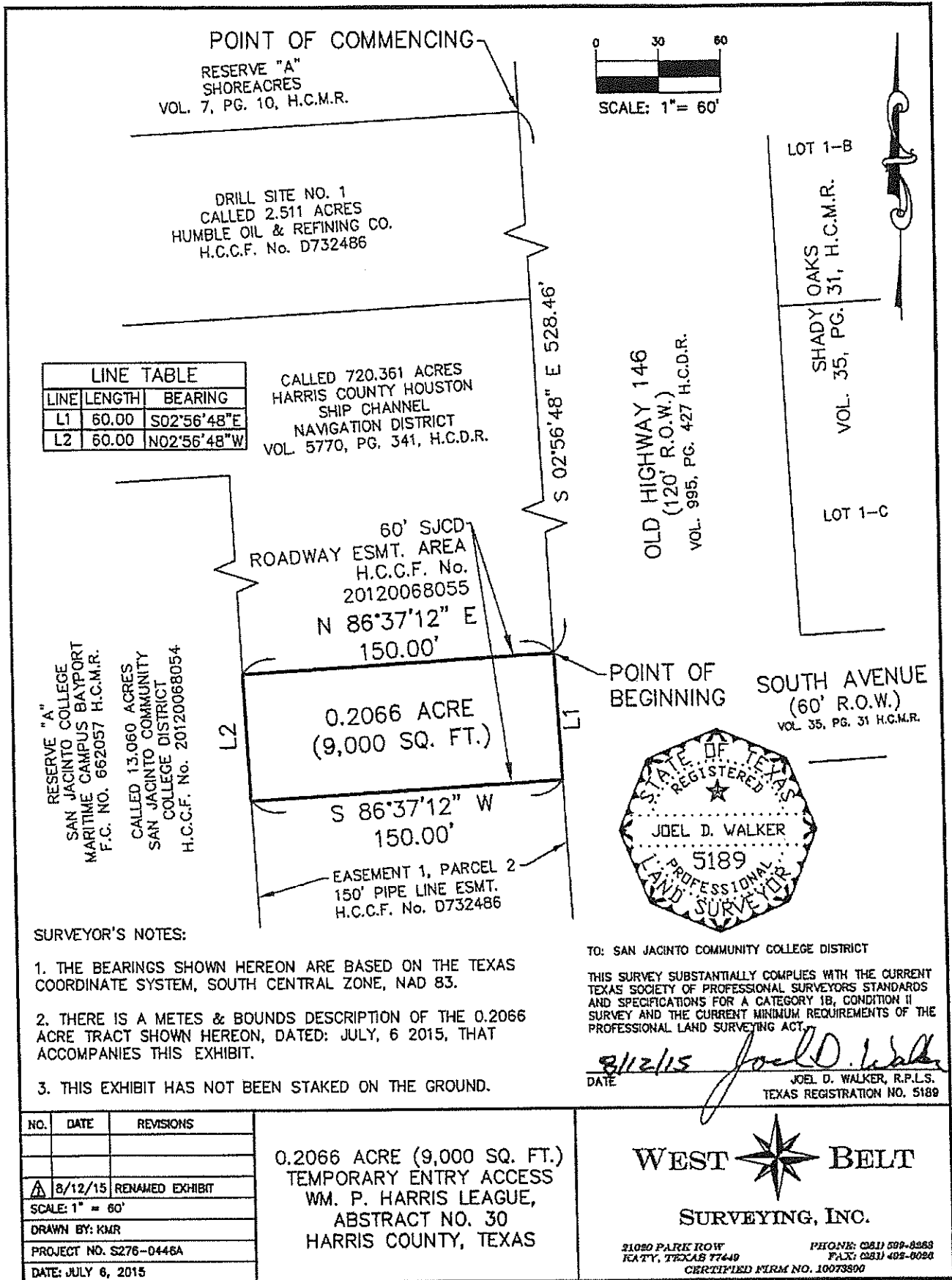


EXHIBIT E

TEMPORARY DRIVEWAY ACCESS

0.0838 ACRE  
3,650 SQUARE FEET  
WILLIAM P. HARRIS LEAGUE  
ABSTRACT NO. 30  
HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 0.0838 acre (3,650 square foot) tract of land located in the William P. Harris League, Abstract Number 30, Harris County, Texas and said 0.0838 acre tract of land being out of and a part of the called 13.060 acre tract described in the deed to San Jacinto Community College District, recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20120068054 and out of and a part of Reserve "A", San Jacinto College Maritime Campus Bayport, a plat recorded under Film Code Number (F.C. No.) 662057 of the Harris County Map Records (H.C.M.R.), said 0.0838 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983)

COMMENCING at a 5/8-inch iron rod found marking the northeast corner of the said called 13.060 acre tract and said Reserve "A", and an interior corner of the remainder of a called 720.361 acre tract as described in the deed to Harris County Houston Ship Channel Navigation District recorded under Volume (Vol.) 5770, Page (Pg.) 341 of the Harris County Deed Records (H.C.D.R.);

THENCE, South 02 degrees 56 minutes 48 seconds East, along the easterly line of the said called 13.060 acre tract and said Reserve "A" common with the westerly line of the said remainder of the called 720.361 acre tract, a distance of 193.52 feet, to the POINT OF BEGINNING and the northeast corner of the herein described tract;

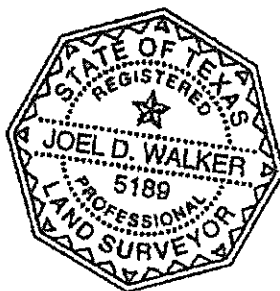
THENCE, South 02 degrees 56 minutes 48 seconds East, continuing along the said common line, at a distance of 45.30 feet, to the southeast corner of the herein described tract;

THENCE, South 86 degrees 37 minutes 12 seconds West, departing the said common line over and across the said called 13.060 acre tract and said Reserve "A", a distance of 80.27 feet, to the southwest corner of the herein described tract;

THENCE, North 03 degrees 14 minutes 30 seconds West, continuing over and across the said called 13.060 acre tract and said Reserve "A", a distance of 45.51 feet, to the northwest corner of the herein described tract;

THENCE, North 86 degrees 46 minutes 08 seconds East, continuing over and across the said called 13.060 acre tract and said Reserve "A", a distance of 80.50 feet, to the POINT OF BEGINNING and containing a computed area of 0.0838 acre (3,650 square feet) of land as depicted on the Exhibit dated: July 6, 2015, prepared by West Belt Surveying, Inc., Project No. S276-0446A.

West Belt Surveying, Inc.  
Certified Firm No. 10073800  
21020 Park Row  
Katy, Texas 77449  
(281) 599-8288



*Joel D. Walker*  
Joel D. Walker Date: 8/12/15  
Texas Registration No. 5189  
\*Revised 8/12/15 – renamed description



# EXHIBIT E-1

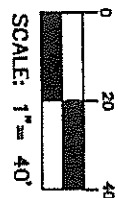
LINE TABLE		
LINE	LENGTH	BEARING
L1	193.52	S02°56'48"E
L2	45.30	S02°56'48"E
L3	80.27	S86°37'12"W
L4	45.51	N03°14'30"W
L5	80.50	N86°46'08"E

CALLED 13.060 ACRES  
SAN JACINTO COMMUNITY  
COLLEGE DISTRICT  
H.C.C.F. No. 20120068054

RESERVE "A"  
SAN JACINTO COLLEGE  
MARITIME CAMPUS BAYPORT  
F.C. NO. 662057 H.C.M.R.

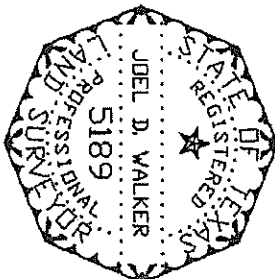
CALLED 720.361 ACRES  
HARRIS COUNTY HOUSTON SHIP  
CHANNEL NAVIGATION DISTRICT  
VOL. 5770, PG. 341, H.C.D.R.

POINT OF COMMENCING  
5/8" I.R. FND.



OLD HIGHWAY 146  
(120' R.O.W.)  
VOL. 995, PG. 427 H.C.D.R.

60' S.U.C.D.  
ROADWAY ESMT. AREA  
H.C.C.F. No. 20120068055  
EASEMENT 1, PARCEL 2  
150' PIPE LINE ESMT.  
H.C.C.F. No. D732486



TO: SAN JACINTO COMMUNITY COLLEGE DISTRICT  
THIS SURVEY SUBSTANTIALLY COMPLETES WITH THE CURRENT  
TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS  
AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II  
SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE  
PROFESSIONAL LAND SURVEYING ACT.  
DATE 8/12/15  
JOEL D. WALKER, R.P.L.S.  
TEXAS REGISTRATION NO. 5189

- SURVEYOR'S NOTES:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
  2. THERE IS A METES & BOUNDS DESCRIPTION OF THE 0.0838 ACRE TRACT SHOWN HEREON, DATED: JULY 6 2015, THAT ACCOMPANIES THIS EXHIBIT.
  3. THIS EXHIBIT HAS NOT BEEN STAKED ON THE GROUND.

NO.	DATE	REVISIONS
1	8/12/15	REVISED EXHIBIT
SCALE 1" = 40'		
DRAWN BY: KMR		
PROJECT NO. S278-046A		
DATE: JULY 6, 2015		

0.0838 ACRE (3,650 SQ. FT.)  
TEMPORARY DRIVEWAY ACCESS A  
WM. P. HARRIS LEAGUE  
ABSTRACT NO. 30  
HARRIS COUNTY, TEXAS

WEST  
SURVEYING, INC.  
BELT

2100 PARK ROW  
KATY, TEXAS 77450  
CERTIFIED FIRM NO. 1007880  
PHONE: (281) 586-8889  
FAX: (281) 586-7749

## EXHIBIT F

This Exhibit F ("Exhibit") is attached to the Construction and License Agreement ("Agreement") between **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public junior college established pursuant to Chapter 130 of the Texas Education Code, institution of higher education as defined in Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas, with offices in Pasadena, Texas ("SJCCD" or "College") and **G & H TOWING COMPANY**, a corporation organized and existing under the laws of the State of Texas ("G & H") with an effective date of April 4, 2016 ("Effective Date"). Any capitalized terms not defined in this Exhibit shall have the meanings set forth in the Agreement.

G & H will furnish insurance that meets the requirements set forth below and maintain such insurance during the Term of the Agreement:

1. **Insurance; Bonds.**

1.1. G & H, at its cost and expense, shall maintain:

1.1.1. Comprehensive or commercial general liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, and \$2,000,000 aggregate limit, for bodily injury and property damage, including coverage for contractual liability, personal injury, products liability, and completed operations. Such policy/ies shall include within its/their scope coverage for claims including, but not limited to:

1.1.1.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person, or

1.1.1.2. damages arising from personal or advertising injury

G & H also shall carry umbrella coverage of \$5,000,000 excess of the underlying limits of the commercial general liability insurance.

1.1.2. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles.

1.1.3. Workers' Compensation, including employers' liability insurance for its employees, with limits not less than \$1,000,000 each accident, occurrence or disease. G & H shall comply with all applicable requirements of Texas Labor Code Title 5.

1.2. General liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made

or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

- 1.3. Waiver of Subrogation. G & H shall include in its general liability policy, automobile insurance policy, and worker's compensation policies a waiver of subrogation in favor of the College.
- 1.4. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the Parties.
- 1.5. Certificates of insurance and endorsements shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation notices. Each policy except Worker's compensation and professional liability shall add the College as additional insured, but only to the extent of liabilities as imposed on G&H by Section 5.3 and 9.1 of this Agreement.
- 1.6. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the project(with the insurer's endorsement provided to the College) or shall be two times the occurrence limits or \$12,000,00.00 limit.

789121

## EXHIBIT G

This Exhibit G ("Exhibit") is attached to the Construction and License Agreement ("Agreement") between **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public junior college established pursuant to Chapter 130 of the Texas Education Code, institution of higher education as defined in Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas, with offices in Pasadena, Texas ("SJCCD" or "College") and **G & H TOWING COMPANY**, a corporation organized and existing under the laws of the State of Texas ("G & H") with an effective date of April 4, 2016 ("Effective Date"). Any capitalized terms not defined in this Exhibit shall have the meanings set forth in the Agreement.

The terms of this Exhibit shall become a part of construction contract between G & H and any contractor ("Contractor") who performs work on the College Property pursuant to G & H's obligations under the Agreement. The Contractor will furnish insurance that meets the requirements set forth below:

### 1. Insurance; Bonds.

1.1. Contractor shall maintain, at Contractor's expense, for the full term of the construction work to be performed Agreement:

1.1.1. Comprehensive or commercial general liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, and \$2,000,000 aggregate limit, for bodily injury and property damage, including coverage for contractual liability, personal injury, independent contractors, explosion, collapse and underground, broad form property damage, products liability, and completed operations. Such policy/ies shall include within its/their scope coverage for claims including, but not limited to:

1.1.1.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Contractor's employers, or

1.1.1.2. damages arising from personal or advertising injury

applicable to the Contractor's obligations under the construction contract documents, including liability assumed by and the indemnity and defense obligations of the Contractor and subcontractors. Contractor shall also carry umbrella coverage of \$5,000,000 excess of the underlying limits of the commercial general liability insurance.

1.1.2. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles.

- 1.1.3. Workers' Compensation, including employers' liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease. Contractor shall require subcontractors to provide Workers' compensation insurance for all subcontractors' employees engaged in Work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. Contractor shall comply with all applicable requirements of Texas Labor Code Title 5.
- 1.1.4. Builder's Risk/All Risk, "all-risk" or equivalent insurance policy in the amount of the contract sum, plus value of subsequent construction contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Coverage shall remain in place until a certificate of occupancy is issued. Coverage shall insure against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, sprinkler leakage, civil authority, sonic boom, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site and in transit. The College, as the owner of the College Property on which the construction work will be performed, shall be a named insured under the policy. If this policy excludes employee theft or dishonesty coverage, including third parties, Contractor shall obtain separate coverage sufficient to protect the College's interest and in an amount agreeable to the college. For any claim made against the builder's risk insurance, the deductible shall not exceed \$5,000.
- 1.1.5. Fire insurance on all construction work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the project and all appurtenant structures against loss of damage in full until final completion.
- 1.1.6. Coverage for debris removal, with limits not less than \$500,000.
- 1.1.7. Payment and Performance Bonds, each bond to be in a total amount equal to 100% of the contract sum shall fully comply with Texas Insurance Code Section 3503.001 *et seq.*, Texas Property Code Chapter 53, and Texas Government Code Chapter 2253.
- 1.2. General liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made

or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

- 1.3. Waiver of Subrogation. The Contractor shall include in its general liability policy, automobile insurance policy, and worker's compensation policies a waiver of subrogation in favor of the College.
- 1.4. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the Parties.
- 1.5. Before commencement of the work under the construction contract, certificates of insurance and copies of endorsements and the originals of the payment and performance bonds shall be furnished to G & H with a copy to the College.
- 1.6. Certificates of insurance and endorsements shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation notices. Each policy except Worker's compensation and professional liability shall add the College Parties as additional insureds, but only to the extent of liabilities as imposed upon Contractor by virtue of any Construction Agreement with G&H or as may be required by Section 5.3 and 9.1 of the Agreement..
- 1.7. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the project (with the insurer's endorsement provided to the College) or shall be two times the occurrence limits stipulated or \$12,000,000.00 limit.

789125





## POLICY MANUAL

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Date: April 12, 2010

Approved: J. Joerns

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Subject: Water and/or Sanitary Sewer Service outside city limits (within ETJ) for companies with an Industrial District Agreement

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Responsible Agency: Planning Department

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Policy Objective: To provide policy guidelines and establish procedures for water and/or sanitary sewer requests by Companies located outside city limits (within ETJ) with an Industrial District Agreement

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Authority: Review/Approval by La Porte City Council

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Policy: "Policy for water and/or sanitary sewer service outside city limits (within ETJ) for companies with an Industrial District Agreement"

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Exhibits:

1. Policy Statement (Updated – 3 pages)
2. Application for Industrial District Water/Sewer Service (New Document - 1 page)
3. Flowchart (New Document – 1 page)
4. Standard Water Service Agreement (Updated - 6 pages)
5. Standard Sanitary Sewer Service Agreement (Updated - 6 pages)
6. Approval for Utility Account (New Document – 1 page)

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Summary:

To provide policy guidelines for City water and/or sanitary sewer service outside city limits (within ETJ) for companies with an Industrial District Agreement.

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Comments:

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Revisions:

**CITY OF LA PORTE  
POLICY FOR WATER and/or SANITARY SEWER SERVICE  
TO PROPERTIES WITHIN INDUSTRIAL DISTRICTS**

Long-range planning considerations by the City of La Porte for its water distribution and sanitary sewer collection systems did not include the needs of areas located outside of its city limits. Additionally, the City is under no obligation to provide any utility service(s) to these areas. The City has developed the following policy regarding limited and restricted utility service(s) to industrial district companies with Industrial District Agreements on a case-by-case basis.

- I. **City Consideration for Providing Utility Service(s)** requires the Company to submit the following documentation for review by City Staff and approval by City Council.
- ***Completed Application for Industrial District Utility Service*** (see Exhibit "A", attached)
  - ***Sketch or Site Plan illustrating the following:***
    - Adherence to Rules & Regulations defined in Exhibit "C" of Company's Industrial District Agreement with the City
    - Total Acreage of Company's property
    - Existing and proposed site improvements illustrating limits of utility service(s)
    - On-Site and Off-Site Water and Sanitary Sewer Service Plan
    - HCFCD-approved Stormwater Management Plan (subject to approval by City)

Note I (a): In the case of multi-lot developments, each individual Company will be required to execute individual agreements with the City as listed in Section II of this policy.

II. **City Conditions for Providing Utility Service(s)** shall be subject to:

1. Company's execution of an ***Industrial District Agreement*** with the City
2. Initial review by City Staff of Company's Application & Supporting Documentation
3. Review and consideration by City Council on a case-by-case basis
4. Company's execution of a ***Water Service Agreement*** and/or ***Sanitary Sewer Service Agreement*** with the City + payment of administrative fee per each agreement
5. Company's execution of a ***Utility Extension Agreement*** with the City – in the event City water and/or sanitary sewer mains not extend to and through Company's frontage

Note II (a): Industrial District properties are limited to one (1) Water Service Agreement and one (1) Sanitary Sewer Service Agreement per property under a current Industrial District Agreement.

Note II (b): Where applicable, a Company executing a Water and/or Sanitary Sewer Service Agreement with the City shall pay a pro-rata reimbursement fee for previous installation(s) of utility main(s) extended and funded by other parties under a previously-executed Utility Extension Agreement. The City will collect a pro-rata reimbursement fee on behalf of that party based on Company's frontage along subject utility main(s).

Note II (c): An Administrative fee of \$100 per site employee (as defined in Sec. III) per each agreement. (Minimum Administrative Fee = \$5,000; Maximum Administrative Fee = \$15,000 per each agreement)

III. **City Allocation of Water and Sanitary Sewer Service(s)** through the term of Company's agreement is established by use of the following formulas:

- **WATER SERVICE:**  
 $(\text{Total Site Employees} \times 50 \text{ gallons per day}) \times 30.5 \text{ days} = \text{APPROVED MONTHLY WATER VOLUME}$
- **SANITARY SEWER SERVICE:**  
 $\text{APPROVED MONTHLY WATER VOLUME} \times 0.85 = \text{APPROVED MONTHLY SANITARY SEWER VOLUME}$

Note III (a): Site employees = All full-time employees (including full-time regular and full-time contract employees)

Note III (a): Other requested uses are reviewed by staff and approved by Council on a case-by-case basis

IV. **City Billing Rates for Industrial District Utility Service(s):**

- The industrial district utility customer shall pay 150% of the prevailing water and sanitary sewer rate in effect for utility customers within the corporate limits of the City. Water and/or sanitary sewer usage in excess of the approved monthly amount defined in Company's Water and/or Sanitary Sewer Service Agreement will be billed at 200% of the prevailing rate in effect for utility customers within the corporate limits of the City.

V. **Requirements and/or Restrictions of City Utility Service(s):**

- City water and sewer service to an industrial district property shall be restricted to domestic purposes only. Any utilization of City utility service for any other purpose(s) will require additional review by staff and approval by Council. Additional restrictions may be added.
- Requests of City water for irrigation purposes will be reviewed by Staff and approved by Council on a case-by-case basis. Water utilized for landscaping purposes must be utilized as part of Company's Approved Monthly Water Volume.
- Utility taps are limited to one (1) water and/or one (1) sanitary sewer tap per industrial district property.
- The City retains the right to inspect any and all work and materials related to furnishing City water and/or sanitary sewer to Company's site. Company shall ensure access to City's personnel for compliance with the terms of this policy and the approved agreement(s).
- All related plumbing and utility work shall be properly permitted and shall meet all State and City code requirements. The City retains the right to inspect any and all work and materials related to furnishing City water to the Company's site.
- City may require installation of fire hydrants on City water main(s) to improve fire-fighting abilities in the area
- A Reduced Pressure Zone (RPZ) backflow preventer shall be installed by Company to protect the City from any possible cross-connections.
- When required by City, a meter bypass shall be installed.

- VI. **Extensions of City Utility Main(s)** - in the event adequate utilities are not available to an industrial district property, utility service(s) will not be recommended unless special provisions are made and approved for the extension of water and/or sanitary sewer main(s) of proper size and capacity to meet the present and projected demands of the area. All proposed utility extensions shall require the Company to coordinate with the City's Engineering Division to discuss the project and the required extension(s).

Upon review and approval by Council, the Company will be required to:

- Obtain City approval of plans for water and/or sanitary sewer extensions.
- Execute a **Utility Extension Agreement** with the City.

Note VI (a): Company is responsible for all costs of utility main extension(s). Limited reimbursement to Company may be possible under the terms of the Company's Utility Extension Agreement with the City.

Note VI (b): Company is responsible for securing easement and/or right(s)-of-way for utility extension(s). The City encourages extensions of its utility mains to be placed within utility easement or easements located upon private property adjacent to public right-of-way.

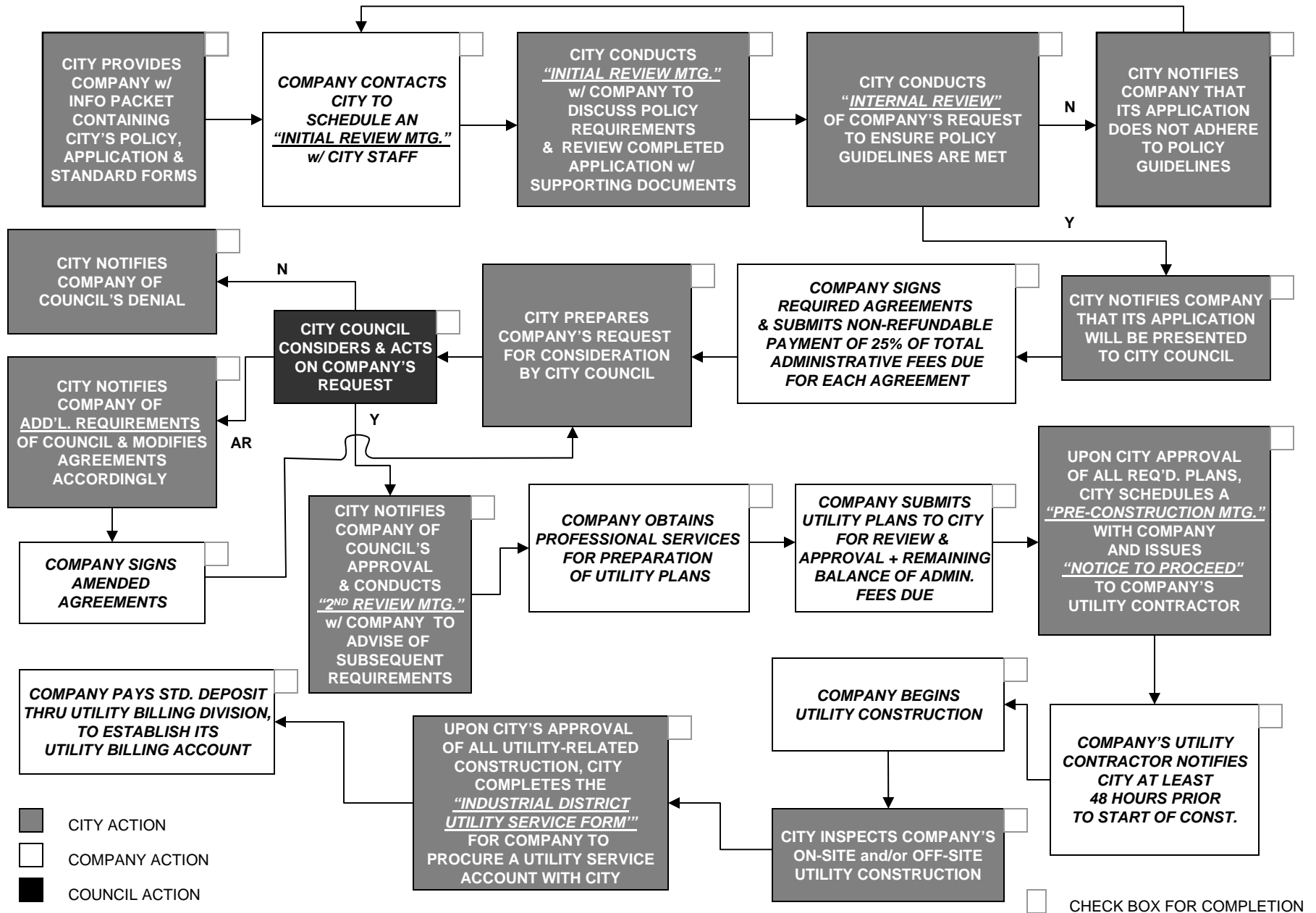
- VII. **Additional Requirements of City Utility Service** - The City Council may include additional requirements and/or restrictions to Company's Water and/or Sanitary Sewer Service Agreement(s) as it deems necessary. These requirements will be listed in **Exhibit "A"** of the Company's Agreement(s). To promote specific objectives, goals or policies of the City, the City Council may require:

- specific setbacks and/or lot coverage requirements
- enhanced landscaping along major roadways (i.e. State Highway 225, State Highway 146, Fairmont Parkway, Bay Area Boulevard, Underwood Rd., etc.)
- pedestrian sidewalks, fencing and/or screening
- other requirements on a case-by-case basis

- VIII. **Exceptions to this policy:**

- Prior unexpired contracts and/or commitments made by the City
- City Council has the right to review, modify or enter into other agreements as it deems necessary.

# FLOWCHART FOR INDUSTRIAL DISTRICT UTILITY SERVICE FROM CITY OF LA PORTE



**- City Use Only -**

Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Initial Review Meeting: \_\_\_\_\_

Date of Internal Review Meeting: \_\_\_\_\_

Request Meets Policy Guidelines?: ☒ Y or N

Date of Notification to Company: \_\_\_\_\_

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

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

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

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

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

Company Name: \_\_\_\_\_

Phone # \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

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

\*Company's Industrial District Agreement No.: \_\_\_\_\_

\*Site Address: \_\_\_\_\_

Site HCAD ID(s): \_\_\_\_\_ ; \_\_\_\_\_ ;  
\_\_\_\_\_ ; \_\_\_\_\_

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

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

☐ New Construction

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

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

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

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

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

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

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

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

☐ Other (describe): \_\_\_\_\_

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

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

☐ Other (describe): \_\_\_\_\_

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

\*\*If Applicable



## **ORDINANCE 2023-3951**

**AN ORDINANCE APPROVING AND AUTHORIZING A WATER SERVICE AGREEMENT BETWEEN THE CITY OF LA PORTE, TEXAS, AND G&H TOWING, FOR PROPERTY LOCATED AT 3700 OLD HWY 146, IN THE CITY OF PASADENA; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF**

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

**Section 1.** The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by reference. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The City Manager is hereby authorized to execute said contract, agreement, or other undertaking described in the title of this ordinance.

**Section 2.** The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been 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 3.** This ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED this, the 9<sup>th</sup> day of OCTOBER 2023.

**CITY OF LA PORTE, TEXAS**

---

Louis R. Rigby, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lee Woodward, City Secretary

---

Clark T. Askins, City Attorney



## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: 10-09-23  
Requested By: Teresa Evans, Director  
Department: Planning and Development  
☒ Report   ☐ Resolution   ☐ Ordinance

**Exhibits:** Draft Ordinance

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

---

### SUMMARY & RECOMMENDATION

At the regular meeting of the La Porte City Council on September 25, 2023, the Council requested information on proposed regulations for the operation of short-term rental (STR) uses in the City of La Porte.

Attached is a draft ordinance that outlines requirements for owners of residential properties used as short-term rentals. Included in the proposal are definitions, permit application requirements, inspection requirements, general standards, guest safety notification and minimum requirements, terms for permit suspension or revocation, appeal, and a penalty clause.

Staff recommends the City Council discuss the proposed ordinance and provide direction on any changes.

---

### STRATEGIC PLAN STRATEGY AND GOAL

*Governance: The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.*

*Economic Development: The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*

---

### ACTION REQUIRED BY CITY COUNCIL

**Presentation, discussion and possible action to provide staff direction on proposed regulations for short-term rental (STR) use in the City of La Porte.**

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**Approved for the City Council meeting agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

**ORDINANCE NO. 2023-\_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PORTE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LA PORTE BY AMENDING CHAPTER 22 “BUSINESSES”, BY ESTABLISHING REGULATIONS APPLICABLE TO THE OPERATION OF SHORT-TERM RENTALS ON PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED FIVE HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of La Porte, Texas has investigated and determined that it would be advantageous, beneficial and in the best interest of the citizens of the City of La Porte, Texas to amend the La Porte Code of Ordinances, Chapter 22 “Businesses”, by creating a new Article VIII, “Requirements for Owners of Residential Properties Used as Short-Term Rentals”; and

WHEREAS, the City Council of the City of La Porte is continually reviewing the provisions of the City Code of Ordinances relating to land use and other circumstances which generally impact the health, safety and well-being of residents, citizens and inhabitants; and

WHEREAS, the City Council finds that there are certain owners of residential short-term rental properties within La Porte who do not provide adequate information on how they may be contacted; and

WHEREAS, the City Council finds that there are owners of residential short-term rental properties who do not reside locally or who reside out of state; and

WHEREAS, the City Council finds that some owners of residential short-term rental properties do not have firsthand knowledge of the condition of their properties or the individuals who are renting the structure for short-term rental; and

WHEREAS, the City Council finds that there are owners of certain residential short term rental properties that do not pay the required hotel/motel occupancy tax; and

WHEREAS, the City Council desires to preserve and enhance residential neighborhoods and property values; and

WHEREAS, pursuant to the laws of the State of Texas, including Section 51.001 of the Texas Local Government Code, the City Council has the authority to adopt, publish, amend or repeal an ordinance that, among other things, is for the good government, peace or order of La Porte; and

WHEREAS, Section 92.208 of the Texas Property Code allows a municipality to adopt an ordinance that conforms to the provisions of Texas Property Code, Chapter 92, Subchapter E, related to the disclosure of ownership and management of a dwelling;

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

**Section 1:** That the facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

**Section 2:** That Chapter 22, “Businesses”, of the La Porte Code of Ordinances is hereby amended by creating new Article VIII, “Requirements for Owners of Residential Properties Used as Short-Term Rentals”, and shall hereinafter read as follows:

**“ARTICLE VIII. - REQUIREMENTS FOR OWNERS OF RESIDENTIAL PROPERTIES USED AS SHORT-TERM RENTALS**

**Sec. 22-500. - Purpose.**

This article is adopted to promote the public health, safety, and general welfare within the city by providing neighborhood sustainability and preserving property values. Having current and reliable information about the owners of short-term rentals will allow the city to provide those owners with timely information on the condition of their properties and emergency contact information, to ensure collection of hotel occupancy taxes, to protect the health and safety of guests of short-term rentals and to aid in enforcement of applicable ordinances and laws. By requiring the registration of short-term rental properties, the city council seeks to protect property values and to prevent property damage within the city limits.

## **Sec. 501. - Definitions.**

As used in this article, the following terms, phrases, words and their derivation shall have the following meaning:

*Adult* means an individual twenty-one (21) years of age or older.

*Advertise* means the act of drawing the public's attention to a short-term rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

*Agent* means a person designated by the short-term rental operation in lieu of themselves as the 24-hour emergency contact for a lawfully operating short-term rental.

*Bedroom* means a room designated and used primarily for sleeping and rest on a bed, air mattress, cot, or couch.

*Booking Service* means any reservation and/ or payment service provided by a person or entity that facilitates a short-term rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/ or payment services provided for the short-term rental transaction.

*City* means the City of La Porte, Texas, and all areas within its corporate limits.

*City council* the City Council of the City of La Porte, Texas.

*Director* or *designee* means the department(s) or division(s) of the city designated by the city manager to administer and/or enforce the provisions of this article and any person or persons designated by such a department or division to represent the department or division for said purpose.

*Dwelling* means a building or portion thereof including a single-family dwelling, two-family dwelling, garage apartment, guest house or a unit in a multi-unit building, including an apartment, condominium, cooperative or timeshare, designed and used exclusively for residential occupancy, but not including hotels, motels or lodging houses.

*Guest* means a person contracting with a short-term rental for use of a residential dwelling or premises as a short-term rental and the person's invitees at the short-term rental.

*Hosting Platform* means a person or entity that participates in the short-term rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential occupants arrange their use and their payment, whether the would-be occupant pays rent directly to the Owner or to the Hosting Platform

*Hotel* means a building or group of buildings used as a temporary dwelling place for individuals in exchange for financial consideration where customary hotel services such as linen, housekeeping service and telephone are provided. Hotel room units are accessed through doorways into an internal hallway, courtyard or lobby. Financial consideration for hotel room units is generally calculated on a nightly basis.

*Owner* means any person having a legal or equitable interest in real property or identified in the official records of the county as holding title to real property or otherwise having control of real property, including the guardian of the estate of such person and the executor of the estate of such person. The term "owner" does not include the holder of a non-possessory security interest in real property.

*Person* means one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, fiduciaries and any other organization or entity of whatever character.

*Premises* means the property, lot, plot or parcel of land, including any structures or portions of structures thereon.

*Short-term rental (STR)* means a dwelling that is: (a) used or designed to be used as the home of a person, family or household, and (b) rented wholly or partly for a fee and for a period of less than thirty (30) consecutive days. The term "short-term renter" does not include **the operator of a group care facility**, or a premises that is used for a non-residential purpose, including an educational, health care, retail, restaurant, banquet space or event center purpose or another similar use, or a bed-and-breakfast as defined in the city's zoning ordinance; or a hotel.

*Short-term rental listing service* means a person that participates in the short-term rental business by facilitating booking services through which an owner may offer short-term rentals to potential guests. Short-term rental listing services usually, though not necessarily, provide booking services through an online platform that allows an owner to advertise the premises through a website provided by the short-term rental listing service and the short-term rental listing service conducts a transaction by which potential guests arrange their use and their payment, whether the potential guest pays rent directly to the owner or to the short-term rental listing service.

*Short-term rental permit* means a permit issued by the city that identifies the subject property as a lawful short-term rental.

*Sleeping area* means a habitable space within a dwelling designed or used for sleeping, including a bedroom. Tents, hammocks and recreational vehicles shall not be considered a sleeping area. Every sleeping area must have at least one operable emergency escape and rescue opening as per all applicable city-adopted codes, regulations, and ordinances.

## **Sec. 22-502. - Short-term rental permit required.**



(a) An owner or person who desires to operate, rent, lease, advertise, or otherwise permit or allow any premises to be operated, leased, used or advertised as a short-term rental within the City shall first obtain a short-term rental permit issued in accordance with this Article.

(b) No person or owner shall operate, rent, lease, advertise, or otherwise permit or allow any premises to be operated, leased, used or advertised within the city without a current, valid short-term rental permit. All individual units having cooking, sleeping and bathing facilities within common buildings, regardless of ownership, shall require a separate, individual permit for each unit intended to be used as a short-term rental.

#### **Sec. 22-503. - Short-term rental permit application.**

(a) Application for a short-term rental permit shall include the following information, along with a non-refundable application fee in the amount of \$300.00:

(1) A list of all owners, operators and agents (if applicable) of the short-term rental, including names, addresses and current email addresses and telephone numbers of each such person;

(2) The name, address and 24-hour telephone number of a contact person who is the owner, operator or designated agent and who shall be responsible and authorized to respond to complaints concerning the short-term rental;

(3) An acknowledgement that any permit granted under this article does not supersede any property-specific restrictions against short-term rentals that may exist under law, agreement, lease, covenant or deed restriction;

(4) A depiction of the floor plan that identifies sleeping areas, proposed maximum number of guests, evacuation routes and location of all fire extinguishers and smoke alarms;

(5) All floors with an enclosed space of any kind must have a minimum of one Class 2A:10B:C type fire extinguisher (standard five-pound fire extinguisher) mounted so as to be conspicuous and convenient for the occupants.

(6) The guest safety information required by section 22-506 of this Article; and

(7) A sworn statement that the owner has met and will continue to comply with all requirements of this article including, but not limited to, obtaining annual inspections of required fire extinguishers in compliance with this article, along with the city's current fire code.

(b) Applications shall be considered complete when all documentation required under this article has been submitted and all permit fees have been paid. Incomplete applications will not be accepted.

(c) Any existing short-term rental shall have ninety (90) days from adoption of this ordinance to complete the required registration and obtain their short-term rental permit.

(d) A short-term rental permit is not transferable to a new property owner, operator or location. A new owner must apply for a short-term rental permit within sixty (60) days from the closing date of the purchase or any other conveyance of ownership. Failure of a new property owner to apply for permit within sixty (60) days from the closing date may result in the revocation or non-renewal of an existing short-term rental permit or the denial of a new short-term rental registration.

(e) Any property owner delinquent and/or owing to the City of La Porte fees, to include, but not limited to, hotel occupancy tax, sanitation or water service fees will be prohibited from registering a short-term rental until such time as payment or acceptable resolution is approved by the City of La Porte finance department.

(f) Unless revoked by the director earlier pursuant to this article, the initial short-term rental permit expires twenty-four (24) months from the date of issuance. Subsequent renewal of a short-term rental permit will be on an annual calendar year basis. A permit holder shall apply for renewal prior to December 31<sup>st</sup> of the applicable permit year on a form provided by the director or designee. The permit holder shall update the information contained in the original permit application required under this section or any subsequent renewals under this section, if any of the information has changed. The permit holder shall sign a statement affirming that there is either no change in the information contained on the original permit application and any subsequent renewal applications, or that any information that has been updated is accurate and complete. Complete applications for renewal received after the expiration of a current permit shall be treated as applications for a new permit. The amount of the non-refundable fee for renewal of a short-term rental permit is \$300.00.

(g) Upon receipt of a complete application for renewal of a short-term rental permit, the director or designee may deny the renewal of a short-term rental permit if it is determined that the permit was issued in error or on the basis of incorrect information supplied by the applicant or if:

(1) The permit holder has pleaded no contest to or been convicted of a violation of any ordinance of the city, or any state or federal law, related to operation of a short-term rental on the premises or has permitted such a violation on the premises by any other person. Such violation may include, but is not limited to, parking, noise, littering, destruction of property, disorderly conduct or failure to pay hotel occupancy taxes; or

(2) There are grounds for suspension, revocation or other registration sanctions as provided for in this article.

#### **Sec. 22-504. - Right to inspect short-term rental premises.**

To ensure compliance with the requirements of this article, a short-term rental shall be inspected in the following methods:

(a) *Initial inspection.* As part of the issuance of a new short-term rental permit and any renewals thereof, the city shall conduct an inspection to verify compliance with this article.

(b) *Fire extinguishers.* The owner is responsible for maintenance of the fire extinguishers in compliance with this article, along with the city's current fire code.

(c) *Inspections upon report or suspicion of a violation.* The city may perform inspections when a violation of this article or other law is reported or suspected.

## **Sec. 22-505. - General standards.**

All short-term rentals permitted pursuant to this article are subject to the following standard requirements:

(a) *Parking.* Parking shall comply with the regulations and standards contained in Chapter 106 of this Code. No required parking shall be permitted within public rights-of-way or access easements as defined by city code or state regulations regarding parking. Yards shall not be used to provide the necessary parking.

(b) *Updated information.* The owner shall provide timely updates to the city of any changes to the name, address and 24-hour telephone number of the contact person who is the owner, operator or designated agent responsible and authorized to respond to complaints concerning the short-term rental within one hour or less. Should a law enforcement officer respond to the short-term rental and issue a citation for any violation of city ordinances or other law, such responsible person may be contacted by the officer or designee. The responsible person shall attempt to contact the occupants within one hour of any contact from the city to address the occupants about the complaints. Should a second complaint be filed and citation issued to the occupants or guests, the owner and responsible party must take appropriate steps to assure future complaints do not occur. Failure to provide updated information to the city regarding the 24-hour contact person shall be a violation of this section.

(c) *Advertising.* The short-term rental permit number, maximum occupancy as permitted, and health and life-safety inspection expiration date must be listed in all advertising for the short-term rental.

(d) *Bathrooms.* Not less than one full bathroom shall be provided for each five occupants for the short-term rental. This full bathroom must meet the minimum International Residential Code standards and include a washbasin, toilet and tub or shower.

(e) *Occupancy.* The maximum number of occupants allowed to sleep in a short-term rental is two occupants per sleeping room, plus an additional two occupants.

(f) *Permit display.* The city issued short-term rental permit shall be posted at all times in a prominent location inside the property for which it is issued.

(g) *Other standards.* It is unlawful:

(1) To advertise in any medium, including but not limited to a short-term rental listing service, hosting platform, newspaper, magazine, brochure, website, or mobile application or offer a short-term rental without first obtaining a short-term rental permit in accordance with this article;

- (2) To operate a short-term rental in a manner that does not comply with all applicable city and state laws and codes;
- (3) To operate a short-term rental without paying the required hotel occupancy taxes;
- (4) To rent to a guest who is under the age of twenty-one (21);
- (5) To post or allow external signage on or off the premises of the short-term rental that indicates the property is a short-term rental;
- (6) To fail to include the city permit number for the short-term rental in all advertisements, including online, for the short-term rental within the description or body for public reference;
- (7) To permit the use of a short-term rental to promote activities that are illegal or for the purpose of temporary or transition housing for registered sex offenders; operating a structured sober, recovery or other purpose living home or similar enterprise; selling illegal drugs; selling alcohol or another activity that requires a permit or license under the Texas Alcoholic Beverage Code; operating as a sexually oriented business, or for rental periods of less than 24 hours; and
- (8) To permit the use of tents, hammocks, recreational/camper vehicles or other vehicles and outdoor areas that are not residential dwellings as short-term rentals.

(h) *Hotel occupancy tax.* Failure to timely pay the hotel occupancy taxes is considered a violation of this article and may result in revocation of the permit. Owner shall have thirty (30) days from the date the city or state issue a notice of delinquency to submit hotel occupancy tax to the City and/or the state before revocation of the short-term rental permit begins.

#### **Sec. 22-506. - Guest safety notification and minimum requirements.**

Each owner of a short-term rental shall provide to guests a brochure and post in a conspicuous location of the short-term rental the following minimum information:

- (1) The owner, operator or designated agent's name and 24-hour contact telephone number.
- (2) Pertinent neighborhood information including, but not limited to, parking restrictions, trash collection schedules and location of required off-street parking, other available parking and prohibition of parking on landscaped areas;
- (3) Noise restrictions as specified under Chapter 34 "Environment", Article III "Noise Pollution" of this Code;
- (4) Information to assist guests in the case of an emergency posing threats to personal safety or damage to property, including emergency and non-emergency telephone numbers for police, fire and emergency medical services; and

(5) Depiction of floor plan identifying evacuation routes, including the dwelling's exits, primary evacuation routes and secondary evacuation routes near the front door of the dwelling.

**Sec. 22-507. - Authority of the director.**

The director shall implement and enforce this article and may by written order establish such procedures, not inconsistent with this article or other city ordinances, rules, or regulations, or any county, state, or federal laws or regulations, as the director determines are necessary to discharge any duty under this article.

**Sec. 22-508. - Notification of complaints.**

Complaints related to the operation of a short-term rental, including but not limited to complaints concerning noise, garbage, parking, and disorderly conduct by guests, shall be reported to the city code enforcement office.

**Sec. 22-509. - Compliance with other laws.**

The owner, operator, local contact person, and guests shall comply with all applicable laws, rules and regulations pertaining to the operation, use, and occupancy of a short-term rental. The Owner shall not be relieved from any civil or criminal liability for a violation of this article, regardless of whether such violation is committed by the owner, operator, local contact person, or guest of the owner's short-term rental. Nothing in this article shall be construed to relieve any person or owner of any other applicable requirements of federal, state, or local law, rules, or regulations. Nothing in this Article shall be construed to provide any property owner with the right or privilege to violate any lease, private conditions, covenants, and restrictions applicable to the owner's property that may prohibit the use of such owner's property as a short-term rental as defined in this article.

**Sec. 22-510. - Permit suspension or revocation; appeal.**

(a) If an application for a short-term rental permit or renewal is denied or the permit is subsequently revoked, the owner or operator may appeal ("appellant") to the city manager by written notice delivered within ten (10) business days of denial or revocation.

(1) The city manager shall have twenty (20) business days from the date on which the appeal was received in which to give a written decision affirming, modifying, or reversing the denial, suspension, or revocation as applicable.

(2) If the permit is denied, suspended, or revoked pursuant to this section, appellant may within ten (10) business days of the service of notice of such determination submit to the city manager a written request for a hearing to show cause as to why the permit should not be denied, suspended, or revoked, as applicable. A hearing shall be scheduled within thirty (30) business days of receipt of applicant's request and notice of the hearing shall be given to applicant ten business days before the hearing. At the hearing, the appellant and city may present such evidence as may be relevant.

(3) Any notice or decision served to appellant shall be deemed served upon the appellant when it is personally delivered or on the date it is mailed by United States mail, with proper postage prepaid, to the name and address set forth on the application for permit, whichever occurs first.

(4) Any appeal filed pursuant to this chapter shall state succinctly the grounds upon which it is asserted that the determination should be modified or reversed and shall be accompanied by copies of the application for permit, the written notice of the determination of the city, and any other information material to the determination.

(5) Judicial review of any such final decision of the city may be obtained through the filing of an appropriate action in the appropriate district court within thirty (30) calendar days after service on appellant of the decision. The applicant shall bear the burden of proof in court. The substantial evidence standard of review shall apply to such appeal.

#### **Sec. 22-511. - Penalty.**

Any person who shall violate any provision of this article shall be deemed to be guilty of a misdemeanor and shall upon conviction shall be fined in an amount not more than \$500.00 per offense. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined in this section.”

**Section 3:** All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

**Section 4:** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**Section 5.** 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, Texas Local Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 6.** Any person, as defined in Section 1.07 (27), Texas Penal Code, who shall violate any provision of the ordinance, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed FIVE HUNDRED DOLLARS (\$500.00).

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF LA PORTE, TEXAS

By: \_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

\_\_\_\_\_  
Lee Woodward, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Clark T. Askins, City Attorney





## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: October 9, 2023

Requested By: Matt Daeumer, Asst. City Mgr.

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

### Exhibits:

Quarterly Strategic Plan Update

### Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☒ Yes ☐ No

## SUMMARY & RECOMMENDATION

City Council approved the Strategic Plan on June 12, 2023. The plan included a revised Vision Statement, Mission Statement and Core Values.

### Vision Statement

**The City of La Porte is rich in history and built on community, delivering a safe and attractive environment for all walks of life.**

### Mission Statement

**The City of La Porte provides superior public services and drives economic development in order to enhance the quality of life of our citizens.**

### Core Values

City of La Porte employees will **RISE** to every occasion as we live out our Core Values:

- **Respect – We value our community.** (We demonstrate that value by extending kindness, compassion, and care to everyone we interact with)
- **Integrity - We work honestly and ethically.** (We tell the truth, follow the rules, and do what's right even that is difficult)
- **Service – We put others first.** (Proactive and selfless service provision defines us as public servants)
- **Excellence – We exceed expectations.** (We bring our best every day in every aspect of our job)

The plan also included five main implementation goals.

**1.00 Governance** - The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

**2.0 Communication** - The City of La Porte will build relationships and showcase our community through communication, technology,

**3.0 Infrastructure and Facilities** - The City La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens.

**4.0 Economic Development** - The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.

**5.0 Organizational Excellence** - The City of La Porte will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.

Everything the City of La Porte does should relate to the Strategic Plan, Vision, Mission, Core Values and implementation goals. The attached report includes updates on what projects staff is working and how they relate to the Strategic Plan.

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#### **STRATEGIC PLAN STRATEGY AND GOAL**

##### **2.2 – Establish a more robust program to get facts to the public.**

Presenting the strategic plan update to City Council allows staff to be transparent in how staff is accomplishing the goals set in the strategic plan.

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#### **ACTION REQUIRED BY CITY COUNCIL**

**Receive Quarterly Strategic Plan.**

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**Approved for the City Council meeting agenda**

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**Corby D. Alexander, City Manager**

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**Date**

**1.00 Governance – The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.**

## **Strategies**

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### **1.1 Build Better relationships with our partners.**

The City Manager's Office (CMO) staff attended meetings, engaged, and participated in regional networks with the Texas City Management Association (TCMA) Region 6, Chemours Plant in the Battleground Industrial District, La Porte Independent School District (LPISD), Texas Downtown Association, Economic Alliance Houston Port Region, Houston Galveston Area Council (H-GAC), Greater Houston Partnership, La Porte-Bayshore Chamber of Commerce, Urban Management Professionals of Southeast Texas (UMPSET), City of La Porte Homeowners Associations (HOAs), and La Porte Rotary Club.

The Parks and Recreation Department met with Elisha Thompson, LPISD Athletic Director to discuss how we might work together to grow recreational programming using LPISD assets such as gymnasiums.

The City Secretary's Office (CSO) staff attended meetings, engaged, and participated in regional networks with the Harris County Mayors and Councils Association (HCMCA), Houston Galveston Regional Public Information Officer (PIO) Network, Texas Women Leading Government Gulf Coast Chapter, Texas Municipal Clerks Association (TMCA) Salt Grass Chapter, League of Women in Government, and the San Jacinto College District Business Office Systems and Support (B.O.S.S.) Advisory Committee.

Police Department staff attended meetings, engaged, and participated in regional networks with Harris County Precinct 8, Pasadena Police Department, Baytown Police Department, Deer Park Police Department, San Jacinto College Police Department, Morgan's Point Police Department, and Shoreacres Police Department. Police Department staff works with the public through programs such as Citizens Police Academy, Police Explorers, Drug Abuse Resistance Education (DARE), and "Cops and Kids" wave pool party, bike patrols to remove barriers between citizens and officers caused by patrol vehicles, LPISD, Homeowners Associations, and the Chaplin program.

Finance Department staff attended meetings, engaged, and participated in regional networks with investment advisors and banking officials, government pool representatives, local bank, potential vendors, Gulf Coast Finance Association (GFOA), and utility billing divisions in other cities.

Public Works staff attended meetings, engaged, and participated in regional networks with Harris County Precinct 2, Harris County Flood Control District (HCFCD), Texas Department of Transportation (TxDOT), TxDOT Aviation, and the Texas Commission of Environmental Quality (TCEQ).

Office of Emergency Management (OEM) staff attended meetings, engaged, and participated in regional networks with La Porte, Morgan's Point, and Shoreacres Local Emergency Planning Committee (LEPC), neighboring LEPCs from Pasadena and Deer Park, Houston Galveston Regional PIO Network, LPISD, H-GAC Regional Air Quality Planning Advisory Committee (RAQPAC), Houston Urban Area Security Initiatives (UASI) Regional Collaboration Committee, Southeast Harris County Emergency Managers and PIO network. La Porte Citizen's Advisory Committee to the La Porte Industry, Seashore Citizens Advisory Panel for port road companies east of Highway 146 and Port Houston, and Bay Area Citizens Advisory Panel for Pasadena's industrial district south of Port Road.

Fire Department staff attended meetings, engaged, and participated in regional networks with Chemours Plant in the Battleground Industrial Park, Houston Ship Channel Security District, Channel Industry Mutual Aid (CIMA), and Bay Area Fire Chiefs.

## **2.00 Communication – The City of La Porte will build relationships and showcase our community through communication, technology, training, and branding.**

### **Strategies**

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#### **2.1 Establish a program to promote the City of La Porte.**

CMO staff hosted the first HOA Presidents Roundtable and hosted town halls on Animal Control and Code Enforcement.

The Police Department updated their website, increased presence on Facebook page with more frequent posting, highlights of employees, and "Traffic Tip Tuesday", increased release of information to media sources, worked with CMO and Emergency Management to include critical information on the department's multiple social media platforms, held daily shift briefings, weekly staff/leadership meetings, and quarterly employee "PAC" meetings, leadership has weekly staff meetings to ensure leaders are in tune with the goals and missions of the department, and created and issued all staff cards with the Police Department mission statement, vision statement, and core values.

Public Works Staff distributed the water quality report, utilized different City platforms to notify citizens of drought restrictions, and hosted a pre-construction meeting with the homeowners of Bayside Terrace.

OEM staff continues to utilize Facebook, Nextdoor, Twitter, Mailouts, Press Releases and word of mouth to promote our community, readiness posture, preparedness activities, and urgent/emergency information and partners with the LEPC to develop an Emergency Preparedness Guide that is shared with every new resident and business to La Porte.

Marketing staff has formed a communications committee that will establish communication goals, current forms of City communication (social media, newsletters, newspaper, etcetera), the City of La Porte app, and website redesign.

## **2.2 Establish a more robust program to get facts to the public.**

Finance staff provides communication through monthly financial reports, quarterly investment reports and quarterly p-card reports given to Council. Staff produces a popular finance report, annual finance report, and budget on the website. Utility Billing staff gives new residents the brush and heavy trash pick-up schedule and water billing schedule.

Marketing staff has formed a communications committee that will establish communication goals, current forms of City communication (social media, newsletters, newspaper, etcetera), the City of La Porte app, and website redesign.

## **3.0 Infrastructure and Facilities – The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens.**

### **Strategies**

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#### **3.1. Improve mobility and traffic in focused areas.**

Parks and Recreation Director met with the Planning and Development Director to discuss the comprehensive plan and to set the top 5 priorities for the Parks and Recreation Department.

The Police Department worked to clear roadways of hazards and debris, directed officers to areas of concern requiring patrol and appropriate enforcement, enforced the truck route ordinance, and focused on quality versus quantity in the proactive traffic and department of transportation units.

#### **3.2 Assess City facility's needs.**

Parks and Recreation leadership is in the process of developing a parks and landscaping maintenance plan setting standards for the areas that parks staff is responsible for maintaining.

Public Works staff is currently preparing an asset management database and is focusing on illegal dumping and overloading of city dumpsters.

#### **3.6 Educating and informing the public on infrastructure issues.**

At the July 24, 2023 City Council meeting, Council voted to move forward with the new City Hall facility and the new Public Works facility.

Public Works held a town hall with Bayside Terrace to discuss the drainage improvements being done. This allowed staff to communicate directly with residents about what to expect and to answer all questions.

### **3.8 Address long term maintenance needs of city infrastructure.**

CSO staff is completing a 3-year capital improvement project (CIP) funding for state mandated election equipment upgrades to be in place by November 2026.

## **4.0 Economic Development – The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.**

### **Strategies**

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#### **4.1 Fill the Economic Development Manager position.**

CMO is developing internal talent in addition to searching for a viable, qualified candidate.

#### **4.2 Establish a Main Street Master Plan.**

CMO staff sought the services of Texas Downtown to complete a Main Street Assessment. The site assessment was done in early September and the report should be ready in six (6) to eight (8) weeks.

Marketing staff attended the H-GAC livable centers presentation to gather more information for our Main Street.

#### **4.3 Develop a strategic plan for economic development/redevelopment.**

CMO is contracting with The Retail Coach for retail recruitment and development services.

#### **4.4 Establish/encourage family entertainment venues.**

CMO staff held many meetings with developers and potential business owners to hear their business ideas and educate them on the economic development grants.

#### **4.5 Promote the Bayfront.**

Public Works Staff partnered with the Galveston Bay Foundation on the LOVE YOUR BAY anti-dumping campaign.

#### **4.6 Consider community development as much as economic development.**

Parks and Recreation staff discussed with Planning and Development staff how they could collaborate to identify potential easements and other property that may be utilized for connecting trails.

#### **4.8 Create a list of properties available for partnerships, for sale, etcetera.**

CMO is contracting with The Retail Coach who will be performing this task.

#### **4.9 Continue involvement in trade show events.**

CMO is contracting with The Retail Coach who will be performing this task.

#### **5.0 Organizational Excellence – The City of La Porte will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.**

##### **Strategies**

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#### **5.1 Establish a long-term employee recruitment/retention plan.**

The City Manager's Office hosted a leadership retreat with department and division heads, facilitated by Strategic Government Resources (SGR). CMO staff met with the employee advisory group to get employee feedback and hear ideas on how we can improve.

LP101 was launched and will educate all employees on leadership, customer service, ethics, and branding. This is a mandatory course that all City employees will participate in. The first presentation was made to the employee advisory group to receive their feedback, and starting in October more offerings will be made available with 24-30 participants per class. Once all employees have been through the program, it will be offered to new employees.

The Police Department reestablished civil service testing and the recruitment of police cadets enabling a broader, more diverse candidate pool. The Police Department conducts ongoing training above and beyond to include ABLE (active bystander for law enforcement), de-escalation, defensive tactics, use of force/decision making (laser shot simulator), active shooter, and many other relevant topics.

Public Works staff provides commercial drivers license training to new hires. Texas Municipal League (TML) driver training utility training can now be provided to Public Works staff with in-house staff.

OEM will train new Emergency Operation Center (EOC) staff and develop existing EOC staff.

Human Resources (HR) will be preparing a request for proposal (RFP) for a formal compensation and classification study.

Fire Department staff attended trainings at the Texas A&M Engineering Extension Service (TEEX), local area schools, and online based training.



## **5.2 Establish succession plans anticipating retirements at all levels.**

CMO is developing a formal mentor plan City wide.

The Police Department is finalizing plans for the annual leadership training for all supervisors in February. The 2024 topic (Supervising Toxic Employees) and instructors are in place. The Police Department has ongoing leadership and criminal investigation mentoring groups to help prepare future leaders or those wanting to pursue an assignment in the Criminal Investigation Division (CID).

Departments budgeted for individual department leadership retreats.